

# MAPPED CUSTOMER AGREEMENT

*Last Updated: April 17, 2025*

This Mapped Customer Agreement (this “**Agreement**”) is a legally binding agreement governing access to and use of certain products and services provided by Mapped Inc. (“**Mapped**”) and Customer (as defined in Order Form or in the applicable Order (defined below)) and is effective as of the earlier of (a) the date on which Customer first accesses or uses any Products and (b) the date on which Customer’s first Order is agreed to by Mapped (the “**Effective Date**”).

BY ACCEPTING THIS AGREEMENT, EITHER BY CLICKING A BOX INDICATING YOUR ACCEPTANCE, EXECUTING AN ORDER OR OTHER DOCUMENT THAT REFERENCES THIS AGREEMENT, USING (OR MAKING ANY PAYMENT FOR) ANY PRODUCTS, OR OTHERWISE AFFIRMATIVELY INDICATING YOUR ACCEPTANCE OF THIS AGREEMENT, YOU AGREE, AS OR ON BEHALF OF CUSTOMER (“**Customer**”), THAT YOU HAVE READ AND UNDERSTOOD, AND, AS A CONDITION TO USE OF THE PRODUCTS, CUSTOMER AGREES TO BE BOUND BY THIS AGREEMENT. IF YOU DO NOT AGREE TO OR ARE NOT AUTHORIZED TO AGREE TO THIS AGREEMENT AS OR ON BEHALF OF CUSTOMER, THEN NEITHER YOU NOR CUSTOMER HAVE MAPPED’S PERMISSION TO USE THE PRODUCTS. If Customer is an entity, organization, or company, the individual accepting this Agreement on Customer’s behalf represents and warrants that they have authority to bind Customer to this Agreement.

Mapped may update the terms of this Agreement from time to time by providing Customer with prior written notice of any material updates at least thirty (30) days in advance. Notice highlighting the intended updates will be provided in the Mapped account portal or [www.mapped.com/legal](http://www.mapped.com/legal) or via an email associated with the account. Except as otherwise specified by Mapped, updates will be effective from the date indicated at the top of such Notice. Updated version of the terms will supersede all prior versions of the Agreement.

Customer’s acceptance: Following such Notice, your continued access or use of the Products on or after the effective date of the changes to this Agreement constitutes your acceptance of any updates.

Exceptions: Mapped may not be able to provide at least thirty (30) days prior written notice of updates to terms that result from changes in the law or requirements from other service providers.

## 1. DEFINITIONS

“**Application**” means a software application owned and controlled by Customer that utilizes Output Data, accesses an API or makes use of the API Package, and is for use by (i) Customer for Customer’s own use (an “**Internal Application**”) or (ii) commercial building owners, operators, service providers, tenants and occupants not affiliated with Customer (a “**Commercial Application**”).

“**Data**” means Source Data, Output Data, and Product Data.

“**End User**” means an individual or entity that is provided with access to a Commercial Application.

“**Occupant**” means an individual that is, at any time, associated with a Building (whether as an employee, resident, visitor, or otherwise).

“**Order**” means a Mapped order form, pricing schedule, or rate card for the Products selected through the Mapped Product’s administrative portal or via a fully executed pricing Plan Change Order, pursuant to which Mapped makes available the applicable Product(s) to Customer.

“**Output Data**” means Source Data that is processed, normalized, and provided or made available by Mapped to Customer via APIs provided as part of an API Package.

“**Product Data**” means any information and data that Customer or End User enters into the Products, including personally identifiable information, and that is not Source Data or Output Data.

“**Redistributable Code**” means any software in object code format provided or made available by Mapped to Customer as part of an API Package (as defined below) and subject to this Agreement.

“**Sample Code**” means any software in source code format provided or made available by Mapped to Customer as part of an API Package and subject to this Agreement.

“**Security Incident**” means any actual or reasonably suspected unauthorized, accidental, or unlawful use, destruction, loss, alteration, modification, or disclosure of, or access to, the Products or an Application.

“**Source Data**” means raw information and data provided to or collected by or on behalf of Mapped from or about Customer or End User Buildings or equipment and Occupants inside of or related to Buildings to provide the Products.

## 2. OVERVIEW OF PRODUCTS.

Mapped makes certain technology and services available to its customers relating to data collected from and about commercial buildings (each, a “**Building**”) and Occupants. The data, technology and services provided by Mapped covered by this Agreement include the following, each as further described in this Agreement (collectively, the “**Products**” or “**Platform**”): (a) services, hardware, or software relating to the collection, processing, and normalization of Source Data; (b) technology and services provided by or on behalf of Mapped that provide or are used in connection with providing Output Data to Customer for the creation, provision, and use of Applications; and (c) provision and support of application programming interfaces (“**APIs**”) and related materials (together with the APIs, the “**API Package**”) used in connection with Applications. API Packages may include Sample Code and Redistributable Code. For the avoidance of any doubt, as between Mapped and Customer (a) all Data is owned by Customer, and (b) any Application is owned by Customer and not by Mapped and is not part of the Products.

## 3. ACCESS RIGHTS; RESTRICTIONS

**3.1 Applications.** Subject to Customer’s compliance with this Agreement, during the term of the applicable Order, Mapped hereby grants Customer a limited, non-exclusive, non-

sublicensable, non-transferable, revocable right to use the API Package. Customer's right to use the API Package includes the right to reproduce and internally modify any Sample Code solely as a component of an Application and reproduce any Redistributable Code solely as a component of an Application.

**3.2 Restrictions.** Customer has no right to access or use Products for any purposes except as may be otherwise expressly set forth in this Agreement. All use of the Products must be only as provided in this Agreement, only in accordance with Mapped's applicable technical user documentation and subject to the applicable use case and Application restrictions (if any). Unless Mapped specifically agrees in writing, Customer will not, and will not enable, allow or assist any third-party to: (a) attempt to reverse engineer (except as permitted by law), decompile, disassemble, or otherwise attempt to discover the source code, object code, or underlying structure, ideas, or algorithms of the Products; (b) modify, translate, or create derivative works based on the Products; (c) make the Products available to, or use the Products for the benefit of anyone other than Customer or End Users; (d) copy, sell, resell, license, sublicense, distribute, rent or lease any Products to any third-party, or include any Products in a service bureau, time-sharing, or equivalent offering; (e) publicly disseminate information from any source regarding the performance of the Products; (f) attempt to create a substitute or similar service through use of, or access to, the Products or by populating a service with the Output Data; (g) include any viruses, worms, Trojan horses, or any other harmful code that could, in Mapped's sole discretion, affect the Products; (h) interfere or attempt to interfere in any manner with the proper functioning of the Products; (i) use the Products for any illegal or unauthorized purpose, including the unlawful distribution of the API Package or the infringement, violation, or misappropriation of any third party's intellectual property rights or other proprietary rights; (j) remove, obscure, or alter any notice of patent, copyright, trademark, or other proprietary right appearing on the Products; (k) access any undocumented feature of the Products, or use any documented feature of the Products other than for its intended purpose; (l) attempt to conceal Customer's identity or the Application's identity when requesting authorization to use the Products; (m) knowingly use the Products in a manner that adversely impacts the stability of Mapped's servers or the Products or adversely impacts the performance of the Products for other customers or applications using the Products, in Mapped's sole determination; (n) use the Products in such a way that knowingly harms or misuses the Products or Mapped's brands, trademarks, logos, or names; (o) exceed the amount of bandwidth, storage, or processing power as determined by Mapped in its sole discretion or any quantities set forth on the applicable Order; (p) include content or materials (text, graphics, images, photographs, video, sounds, etc.) in the Application that comprise, constitute or depict any of the following: (i) profanity, nudity, pornographic or obscene images or explicit sexual themes; (ii) defamatory, libelous, racist or discriminatory statements; (iii) material that is unnecessarily violent or dangerous to use; or (iv) material that is illegal or objectionable; or (q) conduct any benchmark or stress tests, cause or permit automated queries on the Products, or publish any performance data relating to the Products. Customer will use the Products only in compliance with (1) the rights granted hereunder, (2) the Mapped developer policies provided from time to time, and (3) any agreements between Customer and End Users (for clarity, including any privacy policy or statement). Notwithstanding anything to the contrary, Customer accepts and assumes all responsibility for complying with all applicable laws and regulations in connection with all of Customer's activities involving any Products. Customer will comply with the provisions set forth in any product or territory-specific exhibit, addendum, or other document provided with this Agreement, but such provisions will only apply if Customer uses the Products set forth in such document.

- 3.3 Ownership.** Except for the rights expressly granted under Sections 3.1, Mapped reserves and retains all right, title, and interest in and to the Products, software, products, works, and other intellectual property created, used, or provided by Mapped in connection with this Agreement (excluding, for the avoidance of doubt, the Data). To the extent Customer provides Mapped with any feedback relating to the Products (including feedback related to usability, performance, accuracy, interactivity, bug reports and test results) (“Feedback”), Mapped will own all right, title and interest in and to such Feedback (and the Customer hereby makes all assignments necessary to achieve such ownership).
- 3.4 Permitted Users.** Customer may permit its employees, agents, affiliates, contractors, and service providers (“**Permitted Users**”) to access applicable portions of Products on Customer’s behalf solely as necessary for Customer to develop and make available the applicable Application provided that Customer remains responsible for their compliance with this Agreement (including terms relating to use of Products and all portions thereof) and that any such use of the Products is for the sole benefit of Customer. Customer is responsible under Section 4 (Payments) of the Agreement for any fees or charges incurred by its Permitted Users in their use of the Products. If Customer enables any third parties as Permitted Users, Customer (and not Mapped) remains solely responsible for its relationships with such third parties and for any related billing matters, technical support, or disputes.
- 3.5 Accounts and Registration.** Customer must register for an account to access portions of the Products. Customer agrees that the information provided for purposes of account registration is accurate and will be kept accurate and up-to-date at all times. Customer is solely responsible for maintaining the confidentiality of Customer’s account and password, and accepts responsibility for all activities that occur under the account. Customer will not share passwords, authentication credentials, or other means of account access with a third party. If Customer has reason to believe that Customer’s account is no longer secure, Customer must immediately notify Mapped at [support@mapped.com](mailto:support@mapped.com) or create a critical service ticket at support.mapped.com
- 3.6 Compliance Reviews.** To access or use the Products, Customer may be required by Mapped to successfully pass Mapped’s compliance reviews, which may include automated verifications, online questionnaires, and requests for information (“**Compliance Reviews**”). As part of the Compliance Reviews, Customer must provide prompt responses to Mapped’s requests for information about Customer, the applicable Application, Customer’s business and associated entities, and Customer’s intended use of the Products. Customer represents and warrants that (a) all information it provides to Mapped as part of Compliance Reviews will be accurate and complete and (b) Customer will immediately notify Mapped if any previously provided information is out-of-date or becomes inaccurate. Customer may be required to complete more than one Compliance Review, for instance, as requested by Mapped based on changes in Customer’s use of the Products or increased risk factors. Customer’s passage or failure of any Compliance Review is in Mapped’s sole but reasonable discretion. If Customer fails any Compliance Review or fails to provide prompt and complete responses within three business days after Mapped’s requests for information (even if Customer has passed a previous Compliance Review or received provisional access to the Products), Mapped may suspend, revoke, or terminate Customer’s access to the Products, without notice or liability to Customer.

### 3.7 Additional Terms

(a) Mapped reserves the right to modify the API Package, and to release subsequent versions of the API Package, in accordance with the remainder of this Section 3.8. Customer may be required to obtain and use the most recent version of the API Package in order for an Application to continue to function with the Products.

(b) In the event of an emergency, critical failure, suspected critical failure, loss of license, or a security breach, without limiting any other right of Mapped hereunder, Mapped reserves the right to modify or suspend provision of or access to the Products. In the event of any such suspension, Mapped will provide notice to the extent reasonably possible.

(c) In all other cases not covered by Section 3.7(b), should Mapped elect to modify or suspend provision of or access to Products due to a planned change, it will use commercially reasonable efforts to give Customer no less than five business days' written notice of any such modification or suspension.

(d) Customer will provide Mapped with access to all materials related to Customer's use of the Products as reasonably requested by Mapped in order for Mapped to verify Customer's compliance with this Agreement.

(e) Except as otherwise agreed upon by Mapped and Customer in writing, Mapped has no obligation to provide Customer or End Users with support, software upgrades, enhancements, or modifications to the Products or any Applications. Customer is solely responsible for providing user and end-user support and any other technical assistance for its Applications.

**Service Levels.** Except as otherwise agreed upon by Mapped and Customer in writing, Mapped will use commercially reasonable efforts to provide access to Output Data via the APIs in accordance with the Service Level Agreement available at [www.mapped.com/legal/SLA](http://www.mapped.com/legal/SLA).

## 4. FEE.

Prices for the Products are set forth in an Order or as in effect at the time of Order acceptance by Mapped. Such prices may be modified at any time, in whole or in part, at Mapped's sole discretion. Customer acknowledges that Mapped reserves the right, in its sole discretion, to suspend performance or withhold delivery of the Products or Services under this Agreement if Customer has not paid all fees due and payable in full. Customer shall pay all amounts due pursuant to the applicable Order Form (the "Fees"). All Fees are exclusive of any sales, use, value-added, or other similar taxes, duties, tariffs, or governmental charges, which shall be the responsibility of the Customer.

**4.1 Reported Deployment Scope Verification.** Customer agrees that, for certain pricing plans where applicable, all Customer-reported Square Feet ("Reported Square Footage") and number of buildings ("Reported Buildings") where the Mapped Product is deployed (collectively, the "Reported Deployment Scope") shall be subject to: (i). Acceptance by Mapped in its sole discretion; and (ii). Verification by either: (a). An independent third-party data provider reasonably acceptable to Mapped, or (b). Documentation provided by Customer, including but not limited to floor plans, facility records, or other reasonable evidence.

Mapped reserves the right to adjust pricing or deployment terms based on such verification. In the event Mapped determines that the Reported Deployment Scope was materially underreported or misrepresented by more than 2%, Customer shall (i) pay the shortfall at then-current Plan C (“Pay As You Go”) rates for the entire period of underreporting **plus** a misreporting fee equal to 200% of that shortfall, **and** (ii) reimburse Mapped’s reasonable audit costs. For misreporting incidents exceeding 25%, the misreporting fee increases to 300% of the shortfall. Two or more verified misreporting violations in any 12-month period may result in Termination for Cause, in addition to any other rights or remedies available to Mapped under this Agreement.

## 5. PAYMENTS.

Customer will pay Mapped all Fees and other amounts related to each Order (the “**Payments**”). Unless otherwise specified in an Order, Payments must be made within 30 days from the date of Mapped’s invoice. Unpaid invoices are subject to a finance charge of 1% per month or the maximum permitted by law, whichever is lower, plus all expenses of collection. Customer will be responsible for all (a) taxes associated with Products other than taxes based on Mapped’s net income and (b) Mapped’s costs of collection in the event of the Customer’s delinquent payment. All Payments made are non-refundable (unless required under applicable law), non-cancellable, and not subject to set-off, except as otherwise provided herein.

## 6. TERM; TERMINATION

**6.1 Term of Agreement.** The term of this Agreement will commence on the Effective Date and will continue in effect unless terminated in accordance with this Agreement (the “**Term**”). On the effective date of termination of this Agreement, all then-current Orders under the Agreement will also terminate unless otherwise agreed by Mapped and Customer.

**6.2 Term of Orders.** Unless otherwise specified in the Order, each Order will have a term of 12 months (the “**Initial Term**”) beginning on the effective date of such Order. For each Order that specifies automatic renewal, (a) after the Initial Term, such Order will automatically renew for successive one-year periods (each a “**Renewal Term**”) unless either party provides the other party with at least 60 days’ written notice prior to the end of the Initial Term or then-current Renewal Term, as applicable; and (b) Mapped may revise its rates for each Renewal Term by providing Customer with at least 75 days’ written notice prior to the end of the Initial Term or then-current Renewal Term.

### 6.3 Termination

**(a) For Cause.** Either party may terminate this Agreement and any Orders in the event the other party materially breaches this Agreement or any Order and fails to cure such breach within fifteen days from receipt of written notice thereof. In addition, Mapped may immediately suspend access to the Products in the event it determines or believes that (a) there is unauthorized access to the Products via Customer’s account, (b) continued provision of the Products may do material harm to Mapped or its networks or systems or reputation or subject Mapped to liability, or (c) Customer materially breached this Agreement. For clarity, notice of termination for an Order shall not be construed to be notice of

termination for this Agreement or for any other Order.

**(b) Effect of Termination.** Upon termination of this Agreement, all rights granted to Customer with respect to each Order will terminate and Customer will make no further use of the Products that were made available pursuant to that Order. Sections 3.2, 3.3, 4, 5, 7, 8.1, 9, 10, 12, and 14 (except Section 14.6) will survive any termination or expiration of this Agreement. For clarity, if Mapped terminates this Agreement for Cause, Customer will be liable to pay Mapped any unpaid Payments. If Customer terminates this Agreement for Cause, then Mapped shall promptly refund monies paid by Customer to Mapped for services not rendered after the date of termination.

**7. CONFIDENTIALITY.** During the Term, in connection with this Agreement, each party (a “**Disclosing Party**”) may disclose to the other party (a “**Receiving Party**”) confidential or proprietary materials and information of the first party (“**Confidential Information**”). All materials and information disclosed by Disclosing Party to Receiving Party under this Agreement and identified at the time of disclosure as “Confidential” or bearing a similar legend, and all such other information that the Receiving Party reasonably should have known was the confidential information of the Disclosing Party, will be considered “Confidential Information”; for the avoidance of doubt, the Products, Feedback, all pricing information and the terms of this Agreement are Confidential Information of Mapped, and all Data, information regarding the buildings from which any Data is derived, the Applications, and the identity of any Occupant are the Confidential Information of Customer. Receiving Party will maintain the confidentiality of the Confidential Information and will not disclose such information to any third-party without the prior written consent of Disclosing Party. Receiving Party will only use the Confidential Information internally for the purposes contemplated under this Agreement. The obligations in this Section 7 will not apply to any information that: (a) is made generally available to the public without breach of this Agreement by the Receiving Party, (b) is developed by the Receiving Party independently from the Disclosing Party’s Confidential Information, (c) is disclosed to Receiving Party by a third-party without restriction, or (d) was in the Receiving Party’s lawful possession prior to the disclosure to the Receiving Party and was not obtained by the Receiving Party either directly or indirectly from the Disclosing Party. Receiving Party may disclose Confidential Information as required by law or court order; provided that, Receiving Party provides Disclosing Party with prompt written notice thereof and uses its commercially reasonable efforts to limit disclosure. At any time, upon Disclosing Party’s request, Receiving Party will return to Disclosing Party or destroy all Disclosing Party’s Confidential Information in its possession, including all copies and extracts thereof. Notwithstanding the foregoing, Receiving Party may use, and may disclose to any third-party, Confidential Information to the limited extent necessary to exercise its rights, or perform its obligations, under this Agreement; provided that, all such third parties are bound by written obligations of confidentiality and non-use at least as protective of the Disclosing Party’s Confidential Information as the terms of this Agreement.

## **8. INDEMNITY; INSURANCE.**

### **8.1 Indemnity**

**(a) By Mapped.** Mapped shall indemnify, defend, and hold harmless Customer and its officers, directors, shareholders, partners, members, managers, employees, and agents from and against all third-party claims, actions, proceedings, regulatory investigations, damages, losses, judgments, settlements, costs and expenses (including reasonably attorneys' fees), to the extent arising from infringement, misappropriation or other violation by the Products of such third party's intellectual property rights; provided, however, that Mapped will have no obligation for any such infringement, misappropriation or other violation to the extent that it arises out of or is based upon use of the Products outside the scope of the license granted to Customer under this Agreement, a combination of Products with software or services not provided by Mapped, or modification of the Products not made by Mapped, and Customer will reimburse Mapped for any costs or damages that result from these claims, actions and proceedings.

**(b) By Customer.** Customer will defend, indemnify, and hold harmless Mapped and its officers, directors, shareholders, partners, members, managers, employees, and agents from and against all third-party claims, actions, proceedings, regulatory investigations, damages, losses, judgments, settlements, costs and expenses (including reasonable attorneys' fees), arising from or in connection with: (i) Customer's breach of Section 12; (ii) Customer's or any Permitted User's or End User's breach of Section 3.3 or use of the Products other than as expressly permitted by this Agreement; and (iii) Customer's violation of any agreements it has with any End User; (iv) Data, and (v) Application

**(c) Requirements.** Mapped's and Customer's indemnity obligations as set forth in this Section 8.1 will extend only to those claims, actions, proceedings and regulatory investigations (each, a "Claim") for which (i) the party receiving indemnification ("Indemnified Party") promptly notifies the indemnifying party ("Indemnitor") of the Claim, (ii) Indemnified Party promptly gives Indemnitor sole control over the defense and settlement of the Claim, provided however that Indemnitor will not agree without the Indemnified Party's consent (not to be unreasonably withheld) to any settlement that admits any wrongdoing on the part of the Indemnified Party, and (iii) Indemnified Party promptly provides Indemnitor with reasonable cooperation in defense or settlement of the Claim, upon Indemnitor's request and at Indemnitor's expense.

## **8.2 Insurance.**

Mapped will maintain commercially appropriate insurance coverage given the nature of the obligations under this Agreement. Such insurance will be in an industry standard form with admitted insurance carriers, and will include commercially appropriate cyber liability insurance coverage. If requested by Customer in writing, Mapped will provide Customer with certificates of insurance evidencing such coverage.

## **9. DISCLAIMERS**

**9.1 THE PRODUCTS AND ALL MATERIALS, DATA AND CONTENT AVAILABLE FROM OR THROUGH THE PRODUCTS ARE PROVIDED BY MAPPED "AS IS" AND ON AN "AS AVAILABLE" BASIS. MAPPED DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, RELATING TO THE PRODUCTS AND ALL MATERIALS, DATA, AND CONTENT AVAILABLE THROUGH THE PRODUCTS, INCLUDING: (a) ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, QUIET ENJOYMENT, OR NON-**

INFRINGEMENT AND (b) ANY WARRANTY ARISING OUT OF COURSE OF DEALING, USAGE, OR TRADE. MAPPED DOES NOT WARRANT THAT THE PRODUCTS, DATA, OR ANY PORTION OF THE PRODUCTS, OR ANY MATERIALS, DATA, OR CONTENT OFFERED THROUGH THE PRODUCTS, WILL BE UNINTERRUPTED, SECURE, OR FREE OF ERRORS, VIRUSES, OR OTHER HARMFUL COMPONENTS, AND MAPPED DOES NOT WARRANT THAT ANY OF THOSE ISSUES WILL BE CORRECTED.

**9.2** NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY CUSTOMER FROM THE PRODUCTS OR MAPPED OR ITS AFFILIATES (the “**Mapped Entities**”) OR ANY DATA, MATERIALS OR CONTENT AVAILABLE THROUGH THE PRODUCTS WILL CREATE ANY WARRANTY REGARDING ANY OF THE MAPPED ENTITIES OR THE PRODUCTS THAT IS NOT EXPRESSLY STATED IN THIS AGREEMENT. MAPPED IS NOT RESPONSIBLE FOR ANY DAMAGE THAT MAY RESULT FROM THE PRODUCTS OR DATA. CUSTOMER UNDERSTANDS AND AGREES THAT CUSTOMER’S USE ANY PORTION OF THE PRODUCTS OR DATA IS AT CUSTOMER’S OWN DISCRETION AND RISK AND THAT MAPPED IS NOT RESPONSIBLE FOR ANY DAMAGE TO CUSTOMER’S PROPERTY (INCLUDING CUSTOMER’S COMPUTER SYSTEM OR MOBILE DEVICE USED IN CONNECTION WITH THE PRODUCTS) OR ANY LOSS OF DATA.

**9.3** CUSTOMER IS SOLELY RESPONSIBLE FOR DETERMINING FEES CHARGED TO END USERS, AND MAPPED WILL NOT BE LIABLE FOR ANY DISCREPANCY BETWEEN FEES CHARGED TO END USERS AND FEES CUSTOMER OWES TO MAPPED.

**9.4** THE LIMITATIONS, EXCLUSIONS, AND DISCLAIMERS IN THIS SECTION 9 APPLY TO THE FULLEST EXTENT PERMITTED BY LAW. Mapped does not disclaim any warranty or other right that Mapped is prohibited from disclaiming under applicable law.

## **10. LIMITATION OF LIABILITY**

**10.1** TO THE FULLEST EXTENT PERMITTED BY LAW, AND EXCEPT FOR A PARTY’S INDEMNIFICATION OBLIGATIONS AS SET FORTH IN SECTION 8.1 OR BREACH OF SECTION 3.3 OR SECTION 7 IN NO EVENT WILL THE MAPPED ENTITIES OR CUSTOMER BE LIABLE TO THE OTHER FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES (INCLUDING DAMAGES FOR LOSS OF PROFITS, GOODWILL, OR ANY OTHER INTANGIBLE LOSS) ARISING OUT OF OR RELATING TO THIS AGREEMENT, INCLUDING, IN THE CASE OF MAPPED, ARISING OUT OF OR RELATED TO CUSTOMER’S ACCESS TO OR USE OF, OR CUSTOMER’S INABILITY TO ACCESS OR USE, THE PRODUCTS OR DATA, WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), STATUTE, OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT ANY MAPPED ENTITY HAS BEEN INFORMED OF THE POSSIBILITY OF DAMAGE. TO THE FULLEST EXTENT PERMITTED BY LAW, AND EXCEPT FOR A PARTY’S INDEMNIFICATION OBLIGATIONS AS SET FORTH IN SECTION 8.1 OR BREACH OF SECTION 3.3 OR SECTION 7 THE AGGREGATE LIABILITY OF (A) THE

MAPPED ENTITIES TO CUSTOMER AND (B) THE CUSTOMER TO THE MAPPED ENTITIES, IN EACH CASE, UNDER THIS AGREEMENT (AND IN THE CASE OF THE MAPPED ENTITIES, INCLUDING FOR ALL CLAIMS ARISING OUT OF OR RELATING TO THE USE OF OR ANY INABILITY TO USE ANY PORTION OF THE PRODUCTS OR DATA), WHETHER IN CONTRACT, TORT, OR OTHERWISE, IS LIMITED TO THE GREATER OF: (A) THE AMOUNT CUSTOMER HAS PAID TO MAPPED FOR ACCESS TO AND USE OF THE PRODUCTS IN THE 12 MONTHS PRIOR TO THE EVENT OR CIRCUMSTANCE GIVING RISE TO CLAIM; OR (B) \$100.

**10.2** EACH PROVISION OF THIS AGREEMENT THAT PROVIDES FOR A LIMITATION OF LIABILITY, DISCLAIMER OF WARRANTIES, OR EXCLUSION OF DAMAGES IS INTENDED TO AND DOES ALLOCATE THE RISKS BETWEEN THE PARTIES UNDER THIS AGREEMENT. THIS ALLOCATION IS AN ESSENTIAL ELEMENT OF THE BASIS OF THE BARGAIN. BETWEEN THE PARTIES. EACH OF THESE PROVISIONS IS SEVERABLE AND INDEPENDENT OF ALL OTHER PROVISIONS OF THIS AGREEMENT. THE LIMITATIONS IN THIS SECTION 10 WILL APPLY EVEN IF ANY LIMITED REMEDY FAILS OF ITS ESSENTIAL PURPOSE.

## **11. MODIFICATION.**

Mapped reserves the right to change this Agreement on a going-forward basis at any time upon thirty (30) days' notice. Please check this Agreement periodically for changes. If a change to this Agreement materially modifies Customer's rights or obligations, Mapped may require that Customer accept the modified Terms in order to continue to use the Products. Customer must accept the modifications to continue accessing or using the Products. If Customer objects to the modifications, its exclusive remedy is to cease any and all access and use of the Products. If the effective date of the modifications is during the term of an Order and Customer objects to the modifications, then (as its exclusive remedy) Customer may terminate its affected Order upon notice to Mapped, and Mapped will refund to Customer any fees it has pre-paid for use of the Products for the terminated portion of the term of the applicable Order. To exercise this right, Customer must provide Mapped with notice of its objection and termination within 30 days after Mapped provides notice of the modifications. Material modifications are effective upon Customer's acceptance of the modified version of the Agreement. Immaterial modifications are effective upon publication. Except as expressly permitted in this Section 11, this Agreement may be amended only by a written agreement signed by authorized representatives of the parties to this Agreement. Disputes arising under this Agreement will be resolved in accordance with the version of this Agreement that was in effect at the time the dispute arose.

## **12. PRIVACY AND SECURITY.**

**12.1 Data.** Customer represents and warrants that it (a) has provided all notices and has obtained and will maintain all rights, authorizations, and consents required for Mapped to process Data to provide the Products and Output Data and as otherwise set forth under this Agreement and (b) has obtained and will maintain full right and authority to grant the rights and licenses granted by it under this Agreement. Customer will not, and will ensure that Permitted Users and End Users do not, (i) make any representations or other statements with respect to Data or Applications that are contrary to or otherwise inconsistent with the terms

of this Agreement or (ii) interfere with any independent efforts by Mapped to provide Permitted User or End User notice or obtain Permitted User or End User consent.

- 12.2 Compliance.** Customer is solely responsible for Source Data and Product Data collected by or provided to Mapped and for complying with any privacy or data protection laws and regulations applicable to Data and Customer's, Permitted Users' and End Users' use of the Products and Data.
- 12.3 Data License.** Customer hereby grants Mapped a non-exclusive, transferable, royalty-free, sublicensable, worldwide, irrevocable license during the Term to collect, process, transmit, transfer, store, disclose, distribute, use, copy, modify, reproduce, display and perform Product Data, Source Data and Output Data to (a) provide the Products, including any updates and enhancements thereto, and perform its obligations under this Agreement, (b) create, display and distribute Output Data, (c) create, collect and use Usage Data. As between the parties, Product Data, Source Data and Output Data are and will remain owned by Customer or End User, as applicable.
- 12.4 Usage Data.** Customer acknowledges and agrees that Mapped may create, collect and use aggregated and/or deidentified data derived from Data or Customer's, Permitted Users' or End Users' use of the Products ("**Usage Data**"), including to improve Mapped's products and services. For clarity, Usage Data will not identify Customer, Permitted Users or End Users. As between the parties, Usage Data is and will remain owned by Mapped.
- 12.5 Security.** Customer will not, and shall ensure that Permitted Users and End Users do not, publish, distribute, or share any Products account credentials.
- 12.6 Security Incident.** Unless prohibited by applicable law, in connection with any Security Incident that (i) originates from Customer's systems, Applications, or personnel and (ii) is reasonably likely to affect the Products or Data, Customer shall: (a) provide Mapped with written notice of the Security Incident without undue delay and within 72 hours after becoming aware of the Security Incident; (b) provide Mapped, in the initial written notice and as information becomes available, with all information requested by Mapped relating to the Security Incident, including, but not limited to, the nature of the Security Incident and the measures taken or proposed to be taken to address, remediate, and mitigate the Security Incident; (c) take reasonable and appropriate measures, and any and all measures reasonably requested by Mapped, to address, remediate, and mitigate the Security Incident; and (d) obtain the written approval of Mapped, such approval not to be unreasonably withheld, delayed or conditioned, prior to the publication or communication of any notifications, filings, communications, notices, press releases, or reports relating to the Security Incident involving the Products.

### **13. EXPORT CONTROL.**

Customer and Mapped each certifies that its respective officers, directors, shareholders, and direct parent entities: (a) are, to the extent applicable to such entities, and will remain in compliance with all applicable import, re-import, sanctions, anti-boycott, export, and re-export control laws and regulations (including

all such laws and regulations that apply to a U.S. company, such as the Export Administration Regulations, the International Traffic in Arms Regulations, and economic sanctions programs implemented by the Office of Foreign Assets Control (OFAC)); (b) are not subject to, or owned by parties that are subject to, sanctions or otherwise identified on any sanctions-related list, including lists maintained by the United States government (such as the List of Specially Designated Nationals and Blocked Persons, maintained by OFAC, the Entity List maintained by the U.S. Commerce Department's Bureau of Industry and Security, and the CAATSA section 231(d) list maintained by the U.S. State Department); and (c) are not engaging, and will not engage, in activities which may require or permit any applicable government authority to pursue an enforcement action against, or impose economic sanctions on Customer or Mapped.

## **14. MISCELLANEOUS**

**14.1 Severability.** If any provision of this Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect and enforceable.

**14.2 Assignment.** This Agreement is not assignable or transferable by either party except with the other party prior written consent; provided, however, that each party may, upon prior written notice to the other party, transfer and assign its rights and obligations under this Agreement to an affiliate or in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets to which this Agreement relate, provided further that if such a transfer or assignment by Customer is made in favor of a direct competitor of Mapped, then Mapped may terminate this Agreement upon written notice to Customer. Any assignment in violation of the foregoing is void.

**14.3 Entire Agreement.** This Agreement and each Order are the complete and exclusive statement of the mutual understanding of the parties and supersedes and cancels all previous written and oral agreements, communications, and other understandings relating to the subject matter of this Agreement, and all waivers and modifications must be in a writing signed by both parties, except as otherwise provided herein. No agency, partnership, joint venture, or employment is created as a result of this Agreement.

**14.4 Notices.** Any notices in connection with this Agreement will be in writing and sent by first class mail, confirmed facsimile or major commercial rapid delivery courier service to the address specified on the applicable Order (or such other address as may be properly specified by written notice hereunder). Email notice will be permitted by Mapped if sent to the Customer's account email address.

**14.5 Force Majeure.** Any delay in or failure of performance by either party under this Agreement will not be considered a breach of this Agreement and will be excused to the extent caused by any occurrence beyond the reasonable control of such party including acts of God, power outages, governmental actions and requirements, and the acts and omissions of Mapped's data suppliers.

**14.6 Marketing.** Unless Customer notifies Mapped otherwise via e-mail to support@mapped.com, Customer grants Mapped a fully paid up, royalty-free, worldwide, transferable license to use Customer's name and logo to identify as a Mapped customer on Mapped's websites or in other sales or marketing materials, provided however, Mapped will not issue any press release that identifies Customer as a customer of Mapped without Customer's prior consent.

**14.7 Governing Law.** This Agreement will be governed by the laws of the State of California, without regard to the conflict of law provisions thereof that would result in the application of the laws of another jurisdiction. The application of 1980 United Nations Convention on Contracts for the International Sale of Goods is expressly excluded.

**14.8 Interpretation.** For purposes of this Agreement, (a) the words "include," "includes," and "including" will be deemed to be followed by the words "without limitation;"; (b) the words "such as," "for example," "e.g.," and any derivatives of those words will mean by way of example and the items that follow these words will not be deemed an exhaustive list; (c) the word "or" is used in the inclusive sense of "and/or" and the terms "or," "any," and "either" are not exclusive; (d) the words "herein," "hereof," "hereby," "hereto," and "hereunder" refer to this Agreement as a whole; (e) words denoting the singular have a comparable meaning when used in the plural, and vice-versa; and (f) whenever the context may require, any pronouns used in this Agreement will include the corresponding masculine, feminine or neuter forms, and the singular form of nouns and pronouns will include the plural, and vice versa. The headings set forth in this Agreement are for convenience of reference purposes only and will not affect or be deemed to affect in any way the meaning or interpretation of this Agreement or any term or provision hereof. References to "\$" and "dollars" are to the currency of the United States of America. Any law defined or referred to herein means such law as from time to time amended, modified or supplemented, including (in the case of statutes) by succession of comparable successor laws.

*[Signature Page Follows]*

**SIGNATURES**

MAPPED

Signature

Name

Title

Date

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CUSTOMER

Signature

Name

Title

Date

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