

I. SERVICE TERMS

This agreement (the “**Terms**”) is between IceQ, Inc (“**Company**”) and the individual or entity accepting its terms and conditions (“**Customer**”) by clicking the “I Accept” button, by creating an account, or by logging in.

BY CLICKING THE “I ACCEPT” BUTTON OR INITIATING USE OF THE SERVICE CUSTOMER AGREES TO THE FOLLOWING TERMS GOVERNING THE USE OF THE SERVICE.

IF AN INDIVIDUAL IS ACCEPTING THIS AGREEMENT ON BEHALF OF A COMPANY OR OTHER ENTITY, SAID INDIVIDUAL REPRESENTS THAT HE/SHE HAS THE AUTHORITY TO BIND SUCH ENTITY. COMPANY RESERVES THE RIGHT TO IMMEDIATELY TERMINATE OR SUSPEND THE SERVICE FOR FAILURE TO COMPLY WITH THE TERMS OF THIS AGREEMENT.

IN THE EVENT OF ANY CONFLICT BETWEEN THE TERMS AND CONDITIONS OF THIS AGREEMENT AND THE TERMS AND CONDITIONS OF ANY OTHER AGREEMENT BETWEEN THE PARTIES RELATING TO THE ACQUISITION OF A SUBSCRIPTION TO THE SERVICE, INCLUDING COMPANY’S STANDARD TERMS OF PURCHASE, THIS AGREEMENT SHALL CONTROL.

1. **Definitions.** As used in this Agreement:

1.1. “Affiliate” means an entity that controls, is controlled by or is under common control with another entity, where “control” refers to ownership or the right to direct more than 50% of the outstanding shares or securities representing the right to vote for the election of directors or other managing authority of another entity.

1.2. “Agreement” means the Terms, which may be updated by Company from time to time in its sole discretion, and the applicable Purchase Certificate.

1.3. “Applicable Privacy Laws” means, in relation to any Personal Information that is processed in the provision of the Services, the applicable legislation on the protection of identifiable individuals, including where applicable the Regulation 2016/679 of the European Parliament and of the Council on the protection of natural persons with regard to the processing of personal data and on the free movement of such data and/or other applicable data protection or national/federal or state/provincial/emirate privacy legislation in force, including where applicable, statutes, decisions, guidelines, guidance notes and codes of practice issued from time to time by courts, data protection authorities and other applicable government authorities.

1.4. “Content” means the audio and visual information, documents, software, products and services contained or made available to Customer in the course of using the Service.

1.5. “Customer Data” means all data submitted, stored, posted, displayed, or otherwise transmitted by or on behalf of Customer or any User and received and processed by the Service.

1.6. “Effective Date” means the earlier of: (a) the Subscription start date described in the Purchase Certificate, or (b) the date a Subscription is activated.

1.7. “Intellectual Property Rights” means unpatented inventions, patent applications, patents, design rights, copyrights, trademarks, service marks, trade names, domain name rights, mask work rights, know-how and other trade secret rights, and all other intellectual property rights, derivatives thereof, and forms of protection of a similar nature anywhere in the world.

1.8. “Personal Information” means any information that by itself or in combination does or can identify a specific individual or as defined in the Applicable Privacy Laws.

1.9. “Privacy Statements” means the Company privacy statements/policies available at: .

1.10. "Purchase Certificate" means each Company software/service purchase certificate, purchase confirmation or other order document acknowledging and/or confirming Customer's purchase or renewal of a Subscription.

1.11. "Sensitive Information" means any confidential or personal information that is protected by law and that requires the highest level of access control and security protection, whether in storage or in transit. Sensitive Information includes but is not limited to: electronic protected health information, credit, debit or payment card information regulated by the payment card industry, information subject to the Children's Online Privacy Protection Act of 1998, 15 U.S.C. 6501-6505, and information classified as "sensitive data" (or similar term) under Applicable Privacy Laws.

1.12. "Service" means the Company service to which Customer has purchased as specified in the relevant Purchase Certificate.

1.13. "Subscription" means the right to access the Service purchased by a Customer for the applicable Term under the terms of the Agreement.

1.14. "Term" means the initial term of a Subscription or any renewal term for the Service as set forth on the applicable Purchase Certificate or renewal confirmation.

1.15. "Terms of Use" means the terms of use governing the use of the website through which Customer accesses the applicable Service.

1.16. "Usage Limits" means the specific number of Users, licenses and license configurations specifically ordered and paid for by Customer as described in the Purchase Certificate(s) associated with a Subscription.

1.17. "User(s)" means Customer's employees, representatives, consultants, contractors or agents who are authorized to use the Service.

2. Agreement; Order of Precedence. The Agreement governs the use by Customer and its Users of the subject Service. In the event of a conflict between a Purchase Certificate and the Terms, the Terms will take precedence, except for any matter that the Terms expressly permit to be established or modified in an Purchase Certificate. Customer agrees that the terms of this Agreement supersede the terms of any purchase order issued by Customer.

3. Service Access License Grant and Restrictions.

3.1. Access License Grant. Company hereby grants to Customer a non-exclusive, non-transferable, right to access and use the Service during the Term, solely for Customer's own internal business purposes subject to the Usage Limits and the terms and conditions of this Agreement. Usage Limits may be increased subject to a separate agreement in writing. Usage Limits may not be reduced, except as otherwise agreed in writing. All rights not expressly granted to Customer are reserved by Company and its licensors.

3.2. Restrictions. Customer shall not (i) license, sublicense, sell, resell, transfer, assign, distribute or otherwise commercially exploit or make available to any third party any Content or the Service in any way that is deemed by Company to be outside of the intended use of the Service; (ii) modify or make derivative works based upon the Service or the Content; (iii) create Internet "links" to the Service or "frame" or "mirror" any Content on any other server or wireless or Internet-based device; (iv) access the Service for purposes of monitoring its availability, performance or functionality, or for any other benchmarking or competitive purposes ; or (v) reverse engineer or access the Service or its underlying code in order to (a) build a competitive product or service, (b) build a product using similar ideas, features, functions or graphics of the Service, or (c) copy any ideas, features, functions or graphics of the Service. Customer shall not loan, or share its passwords, or allow third party access to the Service or any related materials without prior written authorization from Company.

Customer may use the Service only for its internal business purposes and shall not: (i) send spam or otherwise duplicative or unsolicited messages in violation of applicable laws; (ii) send or store infringing, obscene, threatening, libelous, or otherwise unlawful or tortious material, including material harmful to children or violative of third party privacy rights; (iii) send or store material containing software viruses, worms, Trojan horses or other harmful computer code, files, scripts, agents or programs; (iv) interfere with or disrupt the integrity or performance of the Service or the data contained therein; or (v) attempt to gain unauthorized access to the Service or its related systems or networks.

4. Customer Responsibilities. Customer is responsible for all activity occurring under its Subscriptions and shall abide by all applicable local, state, national and foreign laws, treaties and regulations in connection with its use of the Service, including those related to data privacy, international communications and the transmission of technical or personal data. Customer shall: (i) notify Company immediately of any unauthorized use of any password or account or any other known or suspected breach of security; (ii) report to Company immediately and use reasonable efforts to stop immediately any copying or distribution of Content that is known or suspected by Customer or its Users to be in violation of the restrictions in Section 3.2; and (iii) not impersonate another user or provide false identity information to gain access to or use the Service.

Customer, on its behalf and on behalf of its employees and those making use of the Subscription(s), expressly consents to the provision and collection of location-based information in connection with the use and operation of the Service. Customer acknowledges that it shall clearly and conspicuously and upon a regular and ongoing basis notify all employees and end users of the Service that location information is gathered and processed in connection with the operation of the Service. Such information is processed and managed as described in Section 18 below.

5. Modifications and Availability/Security.

5.1. Modifications. Company reserves the right, in its sole discretion, to make changes to the Terms, Terms of Use, Privacy Policies and other published policies, including, without limitation, changes required to comply with applicable law. It is Customer's responsibility to regularly check the applicable Company website for updates. Company may make new applications, tools, features or functions available from time to time through the Service, the use of which may be conditioned on Customer's agreement to additional terms.

5.2. Availability/Security. During the Term Company will use commercially reasonable efforts to ensure that the Service is available to Customer at all times (other than during the times which Company may conduct scheduled maintenance and times of unavailability due to Force Majeure events and/or third-party conduct or services). Company will use commercially reasonable efforts to prevent unauthorized access to Customer Data by third parties (except where such access is required by applicable law or an order of a court of competent jurisdiction). From time to time Company may connect to the Company web-based license manager to validate Customer's right to use the Service and/or any other related activities.

6. Ownership.

6.1. Company. As between Company and Customer, all right, title and interest in the Service and Software, and all suggestions, ideas and feedback proposed by Customer regarding the Service and Software, including all Intellectual Property Rights in each of the foregoing, belong to and are retained solely by Company or its licensors, as applicable. Customer hereby does and will irrevocably assign to Company all evaluations, ideas, feedback and suggestions made by Customer to Company regarding the Service and Software (collectively, "**Feedback**") and all Intellectual Property Rights in the Feedback. The Company name and logo, the Service name and logo, and the product names associated with the Service are trademarks of Company and no right or license is granted to use them.

6.2. Customer Data. As between Company and Customer, all right, title and interest in the Customer Data and all Intellectual Property Rights therein, belong to and are retained solely by Customer. Customer, not Company,

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 Company shall not be responsible or liable for the deletion, correction, destruction, damage, loss or failure to store any Customer Data.

6.2.1. License to Customer Data. Customer hereby grants to Company a limited, non-exclusive, royalty-free, worldwide license to use the Customer Data and perform all acts with respect to the Customer Data as may be necessary for Company to provide the Service to Customer, subject to compliance by Company with its confidentiality obligations under Section 13 (Confidentiality).

7. Third-Party Features.

8. Fees and Payment; Renewal.

8.1. Fees and Payment. Fees are exclusive of all taxes, levies, or duties imposed by taxing authorities, and Customer shall be responsible for payment of all such taxes, levies, or duties, excluding only United States (federal or state) taxes based solely on Company's income. Customer shall pay all fees or charges to Customer's account as set forth in the applicable Purchase Certificate in accordance with the fees, charges, and billing terms in effect at the time a fee or charge is due and payable. Company charges and collects in advance for use of the Service. All payment obligations are non-cancelable, and all amounts paid are nonrefundable. Company reserves the right to modify its fees and charges and to introduce new charges at its discretion. Unless Company in its discretion determines otherwise, entities will be billed in U.S. dollars. Overdue amounts are subject to interest of 1.0% per month on any outstanding balance, or the maximum permitted by law, whichever is less, plus all expenses of collection.

8.2. Excess Data Storage/Transfer/Processing Fees. Customer may be provided disk storage space and/or data transfer/processing services in connection with a Subscription. Additional storage and transfer/processing plans may be available for purchase upon the execution of a separate agreement. Company reserves the right to establish or modify its general practices and limits relating to storage and processing of Customer Data.

8.3. Automatic Renewal; Billing. The Service provides Customer with the option to automatically renew a Subscription by allowing Company to charge the credit card that Customer has authorized for billing. The automatic renewal option Company will automatically renew the subject Subscription for a term of equal length to the immediately preceding Term and bill Customer's credit card at the then current fee schedule no earlier than 30 days prior to the end of the subject Term. The automatic renewal option will be activated upon initial activation and can be disabled at any time at Customer's discretion. Customer is responsible for providing accurate and current payment information. Company shall not be responsible for any gaps in the Service if a Customer fails to renew or does not keep payment information updated.

9. Term and Termination.

9.1. Term. This Agreement commences on the Effective Date and will remain in effect for the Term, unless renewed through the purchase of a new Term or automatic renewal as described in Section 8.3 above.

9.2. Termination for Cause. Either party may terminate a Subscription for cause (i) on 30 days' written notice to the other party of a material breach if such breach remains uncured at the expiration of such period (or immediately if the material breach is not capable of being remedied); or (ii) immediately upon written notice if the other party becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation, or an assignment for the benefit of creditors. In addition, Company may terminate a Subscription, on written notice in the event (A) Customer fails to pay any amounts due hereunder, and such failure continues more than 10 days after written notice by Company; or (B) Customer infringes Company's Intellectual Property Rights, including without limitation through use of a Service in excess of the license to use or access granted in this Agreement, including any limitation on scope, nature, type, term, purpose, consumption, or users. Customer is solely responsible for its actions and the actions of its Users.

9.3. Discontinuation of Service/Termination for Convenience. Company may discontinue a Service in whole or in part, and/or terminate this Agreement with or without notice for any reason at any time. In the event the Service is discontinued, or this Agreement is terminated during the Term by Company other than for cause under Section 9.2 above by, Customer shall be entitled to be reimbursed in an amount equal to the amount of fees paid by Customer for the number of full months remaining in the then current Term. For example, assuming that Customer have advanced payment for a full 1-year Term, if Company terminates the Service in the 7th month of the 1-year term Customer would be entitled to be reimbursed for the amounts paid for the remaining 5 months of the Term. Such reimbursement shall not be available for instances where a Subscription is not activated within 1 year of the date of purchase.

9.4. Effect of Termination or Expiration. On termination or expiration of a Subscription and/or a Purchase Certificate, Customer's rights of access to the subject Service will terminate and Customer will immediately cease to use the Service. Company will make any Customer Data stored in the Service available on request by Customer in the format in which it is stored in the Service for 60 days following the effective date of termination. After such 60-day period, Company will have no obligation to maintain or provide any Customer Data and may thereafter, unless legally prohibited, delete all Customer Data in its systems or otherwise in its possession or under its control.

10. Warranties. Mutual Warranties. Each party represents and warrants that it has the legal power and authority to enter into this Agreement and (ii) its acceptance of and performance under this Agreement will not breach any oral or written agreement with any third party or any obligation owed by it to any third party.

11. Disclaimer of Warranties.

USE OF THE SERVICE IS AT CUSTOMER'S SOLE RISK. CUSTOMER ACCEPTS THE SERVICE ON AN "AS-IS" AND "AS-AVAILABLE BASIS". COMPANY, ITS LICENSORS AND WIRELESS SERVICE PROVIDERS MAKE NO REPRESENTATION, WARRANTY, OR GUARANTY AS TO THE RELIABILITY, TIMELINESS, QUALITY, SUITABILITY, TRUTH, AVAILABILITY, ACCURACY OR COMPLETENESS OF THE SERVICE OR ANY CONTENT. COMPANY AND ITS LICENSORS DO NOT REPRESENT OR WARRANT THAT (A) THE USE OF THE SERVICE WILL BE SECURE, TIMELY, UNINTERRUPTED OR ERROR-FREE OR OPERATE IN COMBINATION WITH ANY OTHER HARDWARE, SOFTWARE, SYSTEM OR DATA, (B) THE SERVICE WILL MEET CUSTOMER'S REQUIREMENTS OR EXPECTATIONS, (C) ANY STORED DATA WILL BE ACCURATE OR RELIABLE, (D) THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION, OR OTHER MATERIAL PURCHASED OR OBTAINED BY CUSTOMER THROUGH THE SERVICE WILL MEET CUSTOMER'S REQUIREMENTS OR EXPECTATIONS, (E) ERRORS OR DEFECTS WILL BE CORRECTED, OR (F) THE SERVICE OR THE SERVER(S) THAT MAKE THE SERVICE AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. THE SERVICE AND ALL CONTENT IS PROVIDED TO CUSTOMER STRICTLY ON AN "AS IS" BASIS. ALL CONDITIONS, REPRESENTATIONS AND WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT OF THIRD PARTY RIGHTS, ARE HEREBY DISCLAIMED TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW BY COMPANY AND ITS LICENSORS.

THE SERVICE(S) MAY BE SUBJECT TO LIMITATIONS, DELAYS, AND OTHER PROBLEMS INHERENT IN THE USE OF THE INTERNET AND ELECTRONIC/WIRELESS COMMUNICATIONS. COMPANY IS NOT RESPONSIBLE FOR ANY DELAYS, DELIVERY FAILURES, OR OTHER DAMAGES RESULTING FROM SUCH PROBLEMS.

12. Indemnification. CUSTOMER SHALL INDEMNIFY AND HOLD COMPANY, ITS LICENSORS AND EACH SUCH PARTY'S SUBSIDIARIES, AFFILIATES, OFFICERS, DIRECTORS, EMPLOYEES, ATTORNEYS AND AGENTS HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS, COSTS, DAMAGES, LOSSES, LIABILITIES AND EXPENSES (INCLUDING ATTORNEYS' FEES AND COSTS) ARISING OUT OF OR IN CONNECTION WITH: (I) ANY ALLEGATION THAT USE OF THE CUSTOMER DATA INFRINGES, MISAPPROPRIATES OR VIOLATES THE PRIVACY OR INTELLECTUAL PROPERTY RIGHTS OF, OR HAS CAUSED HARM TO, A THIRD PARTY; (II) A BREACH BY CUSTOMER OR CUSTOMER'S USERS OF ANY TERM, OBLIGATION AND/OR COVENANT UNDER THIS AGREEMENT; OR (III) ANY USE OR MISUSE OF THE SERVICE.

13. Confidentiality.

13.1. Confidential Information. “**Confidential Information**” means any and all non-public information disclosed by one party (the “**Disclosing Party**”) to the other party (the “**Receiving Party**”) in any form or medium, whether oral, written, graphical or electronic, pursuant to this Agreement, that is designated confidential or proprietary, or that a reasonable person should understand is confidential or proprietary. Confidential Information includes, but is not limited to: the terms of this Agreement, information related to either party’s technology, products, know-how, trade secrets, whether or not patentable or copyrightable, specifications, customers, business plans, pricing information, promotional and marketing activities, finances and other business affairs, Company products and anything else created or developed by Company in connection with this Agreement and the Services. Customer will not remove or destroy any proprietary markings or restrictive legends placed upon or contained in the Service and/or related materials.

13.2. Non Disclosure Obligations. The Receiving Party will not use the Confidential Information of the Disclosing Party for any purpose other than as necessary to fulfill its obligations or to exercise its rights under this Agreement, and by Company to improve the Service (the “Purpose”). The Receiving Party will not disclose Confidential Information of the Disclosing Party to any third party; provided that the Receiving Party may disclose Confidential Information to its partners, officers, directors, employees, contractors, Affiliates, agents, advisors, or representatives who need access to such Confidential Information for the Purpose and who are subject to written confidentiality obligations at least as stringent as the obligations set forth in this Section 13. Each party accepts responsibility for the actions of its partners, officers, directors, employees, contractors, Affiliates, agents, advisors and representatives, and will protect the other party’s Confidential Information in the same manner as it protects its own valuable confidential information, but with no less than reasonable care. The Receiving Party will promptly notify the Disclosing Party upon becoming aware of a breach or threatened breach hereunder and will cooperate with any reasonable request of the Disclosing Party in enforcing its rights.

13.3. Exceptions to Confidential Information. “Confidential Information” does not include information which: (i) is known by the Receiving Party prior to receipt from the Disclosing Party, without any obligation of confidentiality; (ii) becomes known to the Receiving Party directly or indirectly from a source other than one having an obligation of confidentiality to the Disclosing Party; (iii) lawfully becomes publicly known or otherwise publicly available, except through a breach of this Agreement; or (iv) is independently developed by the Receiving Party without use of or access to the Disclosing Party’s Confidential Information. The Receiving Party may disclose Confidential Information pursuant to the requirements of applicable law, legal process or government regulation, but only after it notifies the Disclosing party (if legally permissible) to enable the Disclosing party to seek a protective order or otherwise to contest such required disclosure, at Disclosing Party’s expense.

13.4. Injunctive Relief. The Parties agree that any unauthorized disclosure of Confidential Information may cause immediate and irreparable injury to the Disclosing Party and that, in the event of such breach, the Receiving Party will be entitled, in addition to any other available remedies, to immediate injunctive and other equitable relief, without bond and without the necessity of showing actual monetary damages.

14. Use of Aggregate or Anonymized Data. Notwithstanding anything else in this Agreement or otherwise, Company may, in accordance with Applicable Privacy Laws, monitor use of the Service by its customers and use the data in the aggregate in the pursuit of its legitimate commercial interests, including for industry analysis, benchmarking, analytics, and marketing. Customer agrees that Company may collect, use and disclose such information that does not incorporate Customer Data or Personal Information, or otherwise identify Customer or its Users.

15. Limitation of Liability.

IN NO EVENT WILL COMPANY BE LIABLE TO CUSTOMER OR ANY THIRD PARTY FOR ANY TORT, CONTRACT OR ANY OTHER LIABILITY ARISING IN CONNECTION WITH THE USE OF THE SERVICE, THE WEBSITE, OR ANY COMPANY WEBSITE, OR RELIANCE ON ANY INFORMATION OR SERVICES PROVIDED BY COMPANY, INCLUDING BUT NOT

LIMITED TO THE USE OR INABILITY TO USE THE SERVICE, OR FOR ANY CONTENT OBTAINED FROM OR THROUGH THE SERVICE, ANY INTERRUPTION, INACCURACY, ERROR OR OMISSION (REGARDLESS OF CAUSE) IN THE CONTENT, REGARDLESS OF THE FORM OF ACTION, INCLUDING, WITHOUT LIMITATION, FOR ANY LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES, OR ANY DIRECT, INDIRECT, SPECIAL, CONSEQUENTIAL, INCIDENTAL OR PUNITIVE DAMAGES WHATSOEVER, EVEN IF COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

UNDER NO CIRCUMSTANCES, INCLUDING BUT NOT LIMITED TO A NEGLIGENT ACT, WILL COMPANY OR ITS AFFILIATES, AGENTS, EMPLOYEES, OR LICENSORS (INCLUDING THIRD PARTY PROVIDERS) BE LIABLE FOR ANY DAMAGES OF ANY KIND THAT RESULT FROM (i) THE USE, UNAUTHORIZED USE OR THE INABILITY TO USE THE SERVICE; (ii) THE TIMELINESS, DELETION, MIS-DELIVERY, OR FAILURE TO STORE ANY CUSTOMER DATA; OR (iii) UNAUTHORIZED ACCESS TO OR ALTERATION OF CUSTOMER DATA.

IN ADDITION, WITHOUT LIMITING THE FOREGOING, IN ALL EVENTS THE REMEDIES AVAILABLE TO CUSTOMER SHALL BE LIMITED TO THE GREATER OF THE AMOUNT PAID BY CUSTOMER TO COMPANY FOR THE RIGHT TO USE THE SERVICE FOR THE THEN CURRENT TERM OR \$100.

Certain states and/or jurisdictions do not allow the exclusion of implied warranties or limitation of liability for incidental, consequential or certain other types of damages, so the exclusions set forth above may not apply to Customer.

16. Force Majeure. Any delay in or failure of performance by Company under this Agreement shall not be considered a breach of this Agreement if and to the extent caused by events beyond the reasonable control of Company, including, but not limited to, acts of God, embargoes, governmental restrictions, strikes, riots, terrorist attacks, wars, or other military action, civil disorders, rebellion, fires, floods, vandalism, power outages, or sabotage.

17. Local Laws and Export Control.

The Service provides services and uses software and technology that may be subject to United States export controls administered by the U.S. Department of Commerce, the United States Department of Treasury Office of Foreign Assets Control, and other U.S. agencies. Customer agree that the site shall not be used, and none of the underlying information, software, or technology may be transferred or otherwise exported or re-exported to countries as to which the United States maintains an embargo (collectively, "**Embargoed Countries**"), or to or by a national or resident thereof, or any person or entity on the U.S. Department of Treasury's List of Specially Designated Nationals or the U.S. Department of Commerce's Table of Denial Orders (collectively, "Designated Nationals"). The lists of Embargoed Countries and Designated Nationals are subject to change without notice. By using the Service, Customer represent and warrant that Customer are not located in, under the control of, or a national or resident of an Embargoed Country or Designated National. Customer agree to comply strictly with all U.S. export laws and assume sole responsibility for obtaining licenses to export or re-export as may be required.

Company and its licensors make no representation that the Service is appropriate or available for use in other locations. If Customer uses the Service from outside the United States of America, Customer is solely responsible for compliance with all applicable laws, including without limitation export and import regulations of other countries. Any diversion of the Content contrary to United States law is prohibited.

18. Data Protection and Security.

18.1. As between Company and Customer, Customer is the data controller of the Personal Information and Company shall process Personal Information only as a data processor acting on behalf of Customer in order to perform its obligations under this Agreement.

18.2. In connection with the sale and provision of the Service, Company may, from time to time, collect, maintain, process and use Customer's company name, User's name, address, email address, credit card

information, login credentials (user name, password), IP address, diagnostic, technical, location, usage and related information.

18.3. Company will process Personal Information in accordance with the terms of this Agreement and its Privacy Policies. The parties agree that the Customer's complete and final instructions are set out in this Agreement. Processing outside the scope of these instructions (if any) will require prior written agreement between Customer and Company with additional instructions for processing. In the event of a conflict between the terms of this Agreement and the Privacy Policies, the terms of this Agreement will control with respect to the Subscription being purchased under this Agreement.

18.4. Company has implemented and will maintain and follow appropriate technical and organizational measures intended to protect Personal Information against accidental, unauthorized or unlawful access, disclosure, damage, alteration, loss, or destruction. Notwithstanding the above, Customer is responsible for its secure use of the Subscription, including securing its account authentication credentials, protecting the security of Personal Information when in transit to and from the Subscription and taking any appropriate steps to securely encrypt or backup any Personal Information uploaded to the Subscription.

18.5. If Company becomes aware of any unlawful access to any Personal Information stored on Company equipment or in a Company facility, or unauthorized access to such equipment or facilities resulting in loss, disclosure, or alteration of Personal Information (each a "**Security Incident**"), Company will (1) promptly notify Customer of the Security Incident (provided that such notification may be delayed as required by a law enforcement agency); (2) take reasonable steps to address any Security Incident and prevent any further Security Incident; and (3) at Customer's request and cost, take commercially reasonable steps to assist Customer in complying with its obligations under Applicable Privacy Laws pertaining to responding to a Security Incident.

18.6. Notification(s) of Security Incidents will be delivered to one or more of Customer's administrators by any means Company selects including via email. It is Customer's sole responsibility to ensure Customer's administrators maintain accurate contact information on the online portal or as otherwise required by Company in a written notice to Customer's administrator(s). Company's obligation to report or respond to a Security Incident under this Section is not an acknowledgement by Company of any fault or liability with respect to the Security Incident. Customer must notify Company promptly about any possible misuse of its accounts or authentication credentials or any security incident related to the Subscription.

18.7. Company may transfer Customer Personal Information to its Affiliates entities in connection with the performance of its obligations under this Agreement. For a list of Company locations, please see company locations found at <https://www.Companypositioning.com>. Customer expressly acknowledges that Personal Information may be transferred to the United States, and Customer authorizes Company (where applicable) to transfer Personal Information to and process it in the United States or any other country as set forth above, which may not have the same level of data protection as the country from which the Personal Information originated.

18.8. Customer represents and warrants that it has the authority to provide the Personal Information to Company for processing as contemplated by this Agreement. If any applicable law requires a data subject to receive notice of or to provide consent to the processing and/or transfer of his/her Personal Information, Customer will provide such notice and obtain such consent from the applicable data subjects.

18.9. Company will abide by Applicable Privacy Laws pertaining to any relevant individual's exercise of his or her rights to access, correct, or object to the processing of Personal Information. Notwithstanding the foregoing, unless otherwise required by Applicable Privacy Laws, Company will promptly notify Customer if Company receives a request from a data subject to have access to Personal Information or any other complaint or request relating to Customer's obligations under Applicable Privacy Laws. Company will provide reasonable assistance to Customer to facilitate Customer's ability to respond to such request or complaint (including, without limitation, by allowing data

subjects to have access to their Personal Information if such access is required by the applicable data protection laws, and where the Personal Information is not already available to the Customer).

18.10. Customer consents to Company engaging third party sub-processors to process the Personal Information for the permitted purpose provided that: (i) Company maintains an up-to-date list of its sub-processors which is available upon request; (ii) Company imposes data protection terms on any sub-processor it appoints that require it to protect the Data to the standard required by Applicable Privacy Laws; and (iii) Company remains liable for any breach of this Section that is caused by an act, error or omission of its sub-processor. Customer may object to Company's appointment or replacement of a sub-processor prior to its appointment or replacement, provided such objection is based on reasonable grounds relating to data protection. In such event, Company will either not appoint or replace the sub-processor or, if this is not possible, Customer may suspend or terminate this Agreement (without prejudice to any fees incurred by Customer prior to suspension or termination).

18.11. If Company believes or becomes aware that its processing of Personal Information is likely to result in a high risk to the data protection rights and freedoms of data subjects, it shall inform Customer and provide reasonable cooperation to Customer (at Customer's expense) in connection with any data protection impact assessment that may be required under Applicable Privacy Laws.

18.12. Customer only will provide Company with the Personal Information necessary for Company to perform its obligations under this Agreement. Customer acknowledges that the Services do not require the need to process Sensitive Information; therefore, under no circumstances will Customer upload or otherwise provide to the Service any Restricted Information. In the event that Customer uploads Sensitive Information inadvertently, it will be treated in the same manner that Personal Information is treated under this Agreement.

18.13. Following termination or expiry of the Term, Company will, where required by Applicable Privacy Laws and at the option of the Customer, return to Customer or securely delete all Personal Information processed in connection with the subject Subscription. This requirement shall not apply to the extent that Company is required by applicable law to retain some or all of the Personal Information, or to Personal Information it has archived on backup systems, in which event Company shall securely isolate and protect from any further processing except to the extent required by such law.

18.14. If there is new guidance or a change in the Applicable Privacy Laws that renders all or part of the Service or this Agreement illegal, Company may notify Customer of such modifications to this [Section 18](#) as it reasonably deems necessary in light of such new guidance or change in Applicable Privacy Laws. If the Customer does not wish to accept the new terms in this [Section 18](#), the Customer may terminate this Agreement within 15 days of the date such notice is given.

19. **Notice.** Company may give notice by means of a general notice on the Service, electronic mail to Customer's email address on record in Company's account information, or by written communication sent by first class mail or pre-paid post to Customer's address on record in Company's account information. Such notice shall be deemed to have been given upon the expiration of forty-eight (48) hours after mailing or posting (if sent by first-class mail or pre-paid post) or twelve (12) hours after sending (if sent by email). Customer may give notice to Company (such notice shall be deemed given when received by Company) at any time by any of the following: letter sent by confirmed facsimile to Company at the following fax number: (201) 599-5248; letter delivered by nationally recognized overnight delivery service or first class postage prepaid mail to Company at the following address: 111 Bauer Drive Oakland, New Jersey 07436, in either case, addressed to the attention of: General Counsel.

20. **Assignment; Change in Control.** This Agreement may not be assigned by Customer without the prior written approval of Company. Any purported assignment in violation of this section shall be void. Any actual or proposed change in control of Customer that results or would result in a direct competitor of Company directly or

indirectly owning or controlling 50% or more of Customer shall entitle Company to terminate this Agreement for cause immediately upon written notice.

21. General. This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of California, without regard to conflicts of laws provisions. If for any reason any provision of this Agreement, or a portion thereof, shall be unenforceable, that provision shall be enforced to the maximum extent permissible so as to affect the intent of this Agreement, and the remainder of this Agreement shall continue in full force and effect. Any action concerning this Agreement shall take place in state or federal courts located in Alameda County, California. This Agreement constitutes the entire agreement between us and Customer with respect to the Service and it supersedes all prior or contemporaneous communications, agreements and understandings between Company and Customer with respect to the subject matter hereof. No joint venture, partnership, employment, or agency relationship exists between Customer and Company as a result of this agreement or use of the Service. The failure of Company to enforce any right or provision in this Agreement shall not constitute a waiver of such right or provision unless acknowledged and agreed to by Company in writing. A printed version of this Agreement shall be admissible in judicial or administrative proceedings.

22. Wireless/Cellular Data Transmission Services. The following terms apply to Services incorporating wireless/cellular data transmission services:

22.1. Use Limited to IceQ Services; SIM Cards. Wireless/cellular data transmissions services activated through IceQ may only be used in connection with a Service. SIM cards facilitating wireless/cellular data transmission services are the property of the relevant mobile network provider and may be used only with the device for which the SIM card is activated. The risk of loss, theft, damage, usage and misuse of SIM cards transfers to Customer upon activation.

22.2. Wireless Data Usage. Services may include wireless data transmission services and certain Services include wireless data transmission and related wireless data packages/limits. The fees charged for Services are determined, in part, on reasonable levels of end-user data consumption based on IceQ's market and industry analysis. In the event that IceQ deems Customer's data consumption as excessive, in the exercise of its reasonable discretion, IceQ may bill Customer for such excessive use. Invoices for such excessive consumption shall be paid within 30 days of the date of the subject invoice.

22.3. Wireless Network Changes; Equipment Upgrades. Customer acknowledges that, over time, wireless network provider requirements may change and, as a result, equipment used in connection with the Service may need to be upgraded to accommodate such changed requirements. You may be responsible for all costs related to any such upgrades, and for hardware devices that are not upgraded. IceQ cannot provide assurance that the Service will continue to be available in the event any wireless network provider requirements may change. IceQ will notify You in writing as soon as reasonably practical after receiving notice from the wireless service provider that upgrades will be required.

22.4. User/Device Registration. As a condition to use applicable wireless data transmission services, Customer may be required to register with the relevant supplier and accept a password and username ("User ID") for each device/User. Customer is responsible to provide accurate, complete and updated registration information in such instances. Customer may not: (i) select or use as a User ID a name of another person with the intent to impersonate that person; or (ii) use as a User ID a name subject to any rights of a person other than such user without appropriate authorization. Where required, a User ID shall be assigned to (and may only be used by) one unique device/User and

Customer shall ensure that each such User ID is not shared with or used by any entity other than the unique device/User to which it is assigned.

Wireless Carrier Disclaimer. CUSTOMER EXPRESSLY UNDERSTANDS AND AGREES THAT IT HAS NO CONTRACTUAL RELATIONSHIP WHATSOEVER WITH THE UNDERLYING WIRELESS SERVICE PROVIDER OR ITS AFFILIATES OR CONTRACTORS AND THAT CUSTOMER IS NOT A THIRD-PARTY BENEFICIARY OF ANY AGREEMENT BETWEEN IceQ (OR ANY OF ITS AFFILIATES) AND THE UNDERLYING CARRIER. IN ADDITION, CUSTOMER ACKNOWLEDGES AND AGREES THAT THE UNDERLYING CARRIER AND ITS AFFILIATES AND CONTRACTORS SHALL HAVE NO LEGAL, EQUITABLE, OR OTHER LIABILITY OF ANY KIND TO CUSTOMER AND CUSTOMER HEREBY WAIVES ANY AND ALL CLAIMS OR DEMANDS THEREFOR.