Agerpoint, Inc.
contracts@agerpoint.com
www.agerpoint.com
PO Box 14827
Durham, NC 27709, USA

Agerpoint Master License Agreement

Based on the foregoing, and the covenants, representations, and warranties contained in this Agreement, the parties agree as follows:

1. DEFINITIONS

1.1. "**Agerpoint Platform**" Agerpoint's proprietary online SaaS software platform described in an Order Form, and any modified, updated, or enhanced versions of such platform made available by Agerpoint to Client hereunder.

1.2. "**Authorized Users**" means employees or contractors of Client who are authorized to use the Agerpoint Platform up to the permitted quantity listed in the Order Form, solely for Client's internal business purposes, and otherwise in compliance with this Agreement.

1.3. "**Blind Data**" means any and all aggregated non-personally identifiable data, query logs, data (other than Client Data) or analytics information relating to Client's or its Authorized Users' use of the Agerpoint Platform.

1.4. "**Client Data**" means any and all data or information (including personally identifiable information) of Client or its Authorized Users, provided by Client or its Authorized Users, or collected by Agerpoint or a third party on behalf of Client, in connection with or through the Agerpoint Platform.

1.5. "**GeoJSON Data**" means the GeoJSON data generated by Agerpoint in a format that can be manipulated by Client's own internal processing systems and provided to Client by Agerpoint hereunder.

1.6. "**Intellectual Property Rights**" means patents and patent applications, inventions (whether or not patentable), trademarks, service marks, trade dress, copyrights, trade secrets, know-how, data rights, specifications, mask-work rights, moral rights, author's rights, and other intellectual property rights, as may exist now or hereafter come into existence, and all derivatives, renewals and extensions thereof, regardless of whether any of such rights arise under the laws of the United States or of any other state, country or jurisdiction.

1.7. "**Outputs**" means the two-dimensional, spectral, dashboard, recommendation and other data outputs generated by Agerpoint through collection, aggregation, and analyzations of Client Data, which are made available by Agerpoint to Client through the Agerpoint Platform. Outputs do not include GeoJSON Data as defined in Section 1.5 or Blind Data as defined in Section 1.3.

1.8. "**Term**" has the meaning given to such term in Section 8.1.

2. ACCESS GRANT AND RESTRICTIONS

2.1. **Access Grant**. Subject to the terms and conditions of this Agreement, Agerpoint hereby grants to Client and its permitted quantity of Authorized Users, solely during the limited term set forth in the Order Form for Client's internal business purposes only, a limited, nonexclusive, non-transferable, non-sublicensable, and revocable license to (i) access and use the Agerpoint Platform, over the Internet, to view and analyze the Outputs, (ii) upload/access Client Data,and (ii) reproduce and use a reasonable number of copies of the applicable instructions or documentation for the Agerpoint Platform ("**Documentation**"). For clarity, permitted business purposes for use of the Agerpoint Platform in support of the exercise of the licenses granted in clause (i) include: (a) additional processing and/or analysis of GeoJSON Data for use in the development of various crop response algorithms, and (b) publishing data derived from the GeoJSON Data in support of any experiments Client performs based on the GeoJSON data. The Agerpoint Platform is hosted in the United States. Client expressly consents to Client Data being transferred, processed and stored in the United States for purposes of this Agreement as outlined in Agerpoint's Privacy Policy which is incorporated by reference and available at https://www.agerpoint.com/privacy-statements .

2.2.   **GeoJSON Data License**. Subject to the terms and conditions of this Agreement, Client may download the GeoJSON Data during Client's subscription term to the Agerpoint Platform and duration of the Retrieval Right (as defined below) and Agerpoint hereby grants to Client, a perpetual, irrevocable, exclusive, worldwide, freely-transferable, fully paid and royalty-free license to use, share and process the GeoJSON Data, outside of the Agerpoint Platform, in any manner and for any purpose, except that Client under no circumstances will sell the GeoJSON Data to any third party. Client must have a paid for subscription to the Agerpoint Platform in order to continue to use the GeoJSON Data within the Agerpoint Platform. In no event will Agerpoint share, sell, disclose the GeoJSON Data generated under this Agreement with the Client to any third parties or in any way use such GeoJSON Data other than in relation to this Agreement.

2.3.   **Restrictions**. Client acknowledges that the Agerpoint Platform and Documentation may embody, may contain, and may constitute valuable trade secrets of Agerpoint. Except as expressly set forth in this Agreement, Client agrees that it will not, and it will not grant any Authorized User or third party the right to: (i) transfer, sublicense, lend, rent, or otherwise distribute or make the Agerpoint Platform or Documentation available to any third party; (ii) copy the Agerpoint Platform or Documentation; (iii) create derivative works from or otherwise modify the Agerpoint Platform or Documentation; (iv) disassemble, decompile, reverse engineer, or otherwise attempt to derive or determine the source code or non-public APIs (or the underlying ideas, algorithms, structure or organization) of the Agerpoint Platform; (v) use the Agerpoint Platform or GeoJSON Data to provide services to any third party as a service bureau, application service provider, managed service provider, or the like; (vi) use the Agerpoint Platform GeoJSON Data or Documentation in violation of this Agreement; or (vii) authorize or encourage any third party or Authorized Users to take any action prohibited by this Agreement or in violation of the Acceptable Use Policy in Attachment 1. Agerpoint will not reverse engineer, determine the composition of, determine the sequence of, or otherwise analyze any Client technologies and Client Data provided to Agerpoint, except for the analysis explicitly set forth in the SOW.

3.   INTENTIALLY DELETED

4.   CLIENT OBLIGATIONS

4.1.   **Client Data**. Client grants to Agerpoint, during the term of this Agreement a non-exclusive, revocable, royalty-free, fully-paid, worldwide license, without the right to sublicense, under all of Client's intellectual property and proprietary rights, to any and all Client Data reasonably necessary solely for the purpose of and only to the extent necessary for Agerpoint in providing Client access to and use of the Agerpoint Platform, the Outputs and GeoJSON Data. Client's use of the Client Data will comply with applicable laws and government regulations. Client is solely responsible for the accuracy, content and legality of all Client Data. Client warrants that Client has and will have sufficient rights in the Client Data to grant the rights to Agerpoint under this Agreement and that the Client Data will not violate the rights of any third party.

4.2.   **Authorized Users**. Client agrees that Client will be solely responsible for Client's use, and its Authorized Users' use, of Client's account. Client will only allow up to the permitted quantities of Authorized Users listed in an Order Form to access the Agerpoint Platform on a named user basis. Client may change the users assigned to each Authorized User as reasonably required for personnel changes such as reassignments of job function of the individuals, job terminations/new hires, and the like. However, Client may not share Authorized User logins amongst multiple persons at the same time, such as sharing a Authorized User between shift workers, assigning an Authorized Users to a job function (versus an individual), or otherwise "floating" the Authorized Users. Client and its Authorized Users shall safeguard and refrain from sharing the log-in credentials provided for accessing the Agerpoint Platform. Client shall be responsible for all activities conducted using log-in credentials provided to Authorized Users, regardless of the identities of the individuals using these credentials. Client shall ensure that all Authorized Users comply with this Agreement as if such Authorized Users were Client itself, including, without limitation, Sections 2.3, 6, and 13. Client acknowledges and agrees that any non-compliance by any Authorized User with any of the requirements set forth herein will be deemed a breach by Client of this Agreement.

5. **EXCLUSIONS**. Notwithstanding anything in this Agreement to the contrary, Agerpoint will have no responsibility or liability for, to the extent arising from: (i) problems caused by failed internet connections or other hardware, software or equipment which is not owned, controlled or operated by Agerpoint; (ii) nonconformities resulting from Client's, its Authorized User's, or any third party's misuse, abuse, negligence, or improper or unauthorized use of all or any part of the Agerpoint Platform, Outputs, or GeoJSON Data provided hereunder by Agerpoint; (iii) modification, amendment, revisions or change to the Agerpoint Platform, Outputs, or GeoJSON Data by any person other than Agerpoint; or (iv) any other factor outside of Agerpoint's reasonable control.

6. **OWNERSHIP**.

6.1. As between Agerpoint and Client, Agerpoint and its suppliers retain all right, title and interest in and to all Intellectual Property Rights in the Agerpoint Platform, GeoJSON Data, Blind Data, and Documentation and any and all derivative works, modifications, updates, and enhancements to the foregoing items including any Feedback that may be incorporated, subject to the license to GeoJSON Data granted to Client in Section 2.2 (collectively "Agerpoint Technology"). Except for the express limited rights set forth in this Agreement, no right, title or interest in any Agerpoint Technology is granted to Client. Further, Client acknowledges that the Agerpoint Platform is offered as an online, hosted solution, and that Client has no right to obtain a copy of the underlying computer code for the Agerpoint Platform in object code format. Notwithstanding anything to the contrary herein, Agerpoint may freely use and incorporate into Agerpoint's products and services any suggestions, enhancement requests, recommendations, corrections, or other feedback provided by Client or by any users of the services relating to Agerpoint's products or services as it sees fit, entirely without obligation or restriction of any kind ("Feedback"). For clarity, any information provided by Client derived from or relating to Client Data or Outputs shall not constitute Feedback. As between Agerpoint and Client, Client retains all right, title and interest in and to all Client Data, Outputs, and any Intellectual Property Rights thereto, and all other materials provided or made available to Agerpoint in connection with the Professional Services provided by Agerpoint. Agerpoint reserves all rights not expressly granted to Client in this Agreement. Except as expressly provided in this Agreement, Agerpoint will have no interest in or to any of the intellectual property or proprietary information of Client by reason of this Agreement, operation of law, or otherwise. Client reserves all rights not expressly granted to Agerpoint in this Agreement.

6.2. **Blind Data.** Notwithstanding anything to the contrary in this Agreement, Agerpoint may collect and use Blind Data to develop, improve, support, and operate its products and services. Agerpoint may not share any Blind Data that includes Client's Confidential Information with a third party to the extent the Blind Data is aggregated and anonymized such that Client and Authorized Users cannot be identified.

7. **MONETARY PROVISIONS**

7.1. **Invoices; Payments**. All payments under this Agreement shall be made within thirty (30) days from receipt of invoice in currently available funds or as otherwise set forth in an Order Form. Except as expressly set forth in this Agreement, all payment obligations are non-cancelable and fees are non-refundable. If Client issues a purchase order upon entering into an Order Form, then: (i) any such purchase order submitted by Client is for its internal purposes only, and Agerpoint rejects, and in the future is deemed to have rejected, any purchase order terms to the extent they add to or conflict in any way with this Agreement or the applicable Order Form and such additional or conflicting terms will have no effect, (ii) it shall be without limitation to Agerpoint's right to collect fees owing hereunder, (iii) it shall be for the total fees owing under the applicable Order Form, and (iv) on request, Agerpoint will reference the purchase order number on its invoices (solely for administrative convenience), so long as Client provides the purchase order at least ten (10) business days prior to the invoice date.

7.2. **Purchase from Reseller**. Client may procure a subscription to the Agerpoint Platform from an authorized reseller of Agerpoint ("Reseller") pursuant to a separate Reseller Order Form that references this Agreement. Client's use of the

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Agerpoint Platform procured through a Reseller will be subject to the terms of this Agreement and all fees payable for such use shall be payable pursuant to the terms set forth in the Reseller Order Form.

7.3.   **Taxes**. Fees do not include taxes. Client is responsible for paying all taxes applicable with its purchases hereunder including without limitation all use or access of the Agerpoint Platform and Professional Services. If Agerpoint has the legal obligation to pay or collect raxes for which Client is responsible under this Section, Agerpoint will invoice Client and Client will pay that amount unless Client provides Agerpoint with a valid tax exemption certificate authorized by the appropriate taxing authority. Taxes will not be deducted from payments to Agerpoint, except as required by applicable law, in which case Client will increase the amount payable as necessary so that, after making all required deductions and withholdings, Agerpoint receives and retains (free from any liability for taxes) an amount equal to the amount it would have received had no such deductions or withholdings been made. Upon Agerpoint's request, Client will provide to Agerpoint its proof of withholding tax remittance to the respective tax authority. Where applicable, Client will provide its VAT/GST Registration Number(s) on the Order Form to confirm the business use of the ordered products.

8.   TERM; TERMINATION

8.1.   **Term**. This Agreement is effective as of the Effective Date and will remain in effect until terminated (the "Term"). If there is no Order Form or Retrieval Right currently in effect, either party may terminate this Agreement upon thirty (30) days prior written notice to the other party. Each Order Form will terminate upon expiration of the applicable subscription term to the Agerpoint Platform, unless expressly stated otherwise therein or in this Agreement.

8.2.   **Termination for Cause**. Each party shall notify the other in writing in case of the other's alleged breach of a material provision of this Agreement. The recipient shall have thirty (30) calendar days from the date of receipt of such notice to effect a cure (the "Cure Period"). If the recipient of such notice fails to effect such cure within the Cure Period, then the sender of such notice shall have the option to terminate this Agreement for breach.

8.3.   **Effects of Termination**. Upon written notice to Agerpoint or Reseller (if applicable), Client will have up to thirty (30) calendar days from termination or expiration of this Agreement to access the Agerpoint Platform solely to the extent necessary to retrieve Client Data, Outputs, and GeoJSON Data ("Retrieval Right"). If Client exercises its Retrieval Right, this Agreement and the applicable Order Form shall continue in full force and effect for the duration of the Retrieval Right. Agerpoint shall have no further obligation to make Client Data, Outputs, and GeoJSON Data available after termination of this Agreement and shall thereafter promptly delete Client Data, Outputs, and GeoJSON Data, and all other materials provided or made available to Client. After the Retrieval Right period, Client will have no further access to Client Data, Outputs, and GeoJSON Data (except as expressly permitted in Section 2.2 outside of the Agerpoint Platform) via the Agerpoint Platform and shall cease use of and access to the Agerpoint Platform (including any related Agerpoint Technology) and delete Agerpoint Confidential Information in its possession. The following provisions will survive expiration or termination: 1, 2.2, 2.3, 3, 4.2, 5, 6, 7, 8.3, 9, 10, 11, 12, 13, 14 and 15, and any other provisions that are intended to survive.

8.4.   **Suspension of Agerpoint Platform**. In addition to any of its other rights or remedies (including, without limitation, any termination rights) set forth in this Agreement, Agerpoint reserves the right to suspend provision of the Agerpoint Platform; (a) if Client is thirty (30) days or more overdue on a payment, (b) if Agerpoint deems such suspension necessary as a result of Client's breach of Section(s) 2.1 (Access Grant) or Section 2.3 (Restrictions) or Attachment 1 (Acceptable Use Policy), or (c) if Agerpoint reasonably determines suspension is necessary to avoid material harm to Agerpoint or its other clients, including if the Agerpoint Platform is experiencing denial of service attacks, mail flooding, or other attacks or disruptions outside of Agerpoint's control, or (d) as required by law or at the request of governmental entities.

9.   LIMITED WARRANTIES

9.1.   **Agerpoint Platform Limited Warranty**. During the Term, Agerpoint will not materially decrease the functionality

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of the Agerpoint Platform, and Agerpoint warrants that the Agerpoint Platform will operate free of any material errors and in material conformance with its Documentation, if any. Any failure of the Agerpoint Platform to operate in accordance with the foregoing warranty will be deemed an "**Error**." Client shall promptly notify Agerpoint of, and adequately describe, the Error. Client's exclusive remedy and Agerpoint's sole obligation for any breach of the warranty set forth above is Agerpoint's use of commercially reasonable efforts to correct the Error or to refund the unused portion of prepaid fees corresponding to the period of discontinuation for the Agerpoint Platform if Agerpoint fails to correct the Error. Agerpoint shall not be obligated to remedy any Error which cannot be adequately reproduced by Agerpoint. The warranty set forth herein does not apply if the Agerpoint Platform has been: (i) altered by Client without Agerpoint's authorization; (ii) used in conjunction with another product without Agerpoint's authorization (not including the Client Data) resulting in the Error; or (iii) damaged by improper environment, abuse, misuse, accident or negligence on the part of the Client. If the Error has been caused by (i)-(iv), Agerpoint shall inform Client, and Client shall have the right to engage Agerpoint to attempt to remedy such Error, for which it will compensate Agerpoint at Agerpoint's then current rates for Professional Services.

10. **Mutual Representations and Warranties**. Each party represents and warrants to the other that: (i) it has the full corporate right, power, and authority to enter into and to perform the acts required of it under this Agreement; (ii) the execution and delivery of this Agreement and the performance of its obligations do not and will not violate any agreement to which it is or will be otherwise bound; and (iii) it will comply with all applicable laws, rules, and regulations in exercising its rights and performing its obligations under this Agreement, including those concerning data privacy. **DISCLAIMER OF WARRANTIES**. THE AGERPOINT PLATFORM, OUTPUTS, DOCUMENTATION, GEOJSON DATA, AND ANY OTHER MATERIALS PROVIDED BY AGERPOINT ARE PROVIDED "AS IS" BASIS FOR USE BY THE CLIENT AT ITS OWN RISK. EXCEPT FOR THE LIMITED WARRANTY SET FORTH IN SECTION 9 and 10, AGERPOINT MAKES NO REPRESENTATIONS OR WARRANTIES WHATSOEVER, EITHER EXPRESS, IMPLIED, OR STATUTORY, WITH REGARD TO THIS AGREEMENT OR THE AGERPOINT PLATFORM, OUTPUTS, DOCUMENTATION, GEOJSON DATA, OR ANY OTHER MATERIALS PROVIDED BY AGERPOINT, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, ACHIEVEMENT OF A PARTICULAR RESULT, OR SATISFACTORY PURPOSE. AGERPOINT DOES NOT WARRANT THAT THE AGERPOINT PLATFORM, OUTPUTS, DOCUMENTATION, GEOJSON DATA, OR ANY OTHER MATERIALS PROVIDED BY AGERPOINT WILL BE UNINTERRUPTED OR ERROR-FREE, WILL MEET CLIENT'S REQUIREMENTS, OR THAT ANY RESULTS OR RECOMMENDATIONS RESULTING FROM THE USE OF THE AGERPOINT PLATFORM, OUTPUTS, DOCUMENTATION, GEOJSON DATA, OR ANY OTHER MATERIALS PROVIDED BY AGERPOINT WILL BE CORRECT, ACCURATE, OR RELIABLE. CLIENT ACKNOWLEDGES THAT IT HAS RELIED ON NO WARRANTIES AND THAT NO WARRANTIES ARE MADE BY ANY OF AGERPOINT'S SUPPLIERS.

11.   **LIMITATION OF LIABILITY**

11.1.   **EXCLUSION OF DAMAGES**. IN NO EVENT WILL EITHER PARTY BE LIABLE UNDER ANY CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHER THEORY, FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES, OR FOR ANY LOSS OF OR DAMAGE TO DATA, COST OF COVER, LOSS OF ANTICIPATED REVENUE OR PROFITS ARISING FROM OR IN CONNECTION WITH THIS AGREEMENT.

11.2.   **LIMITATIONS**. THE AGGREGATE CUMULATIVE LIABILITY OF EITHER PARTY WITH RESPECT TO THIS AGREEMENT WHETHER UNDER CONTRACT, TORT (INCLUDING NEGLIGENCE), OR ANY OTHER LEGAL OR EQUITABLE THEORY) WILL NOT EXCEED (OTHER THAN FOR AMOUNTS OWED TO AGERPOINT) THE AMOUNT OF FEES PAID OR PAYABLE TO AGERPOINT IN THE TWELVE (12) MONTHS PRECEDING THE CLAIM. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, NOTHING WILL LIMIT A PARTY'S LIABILITY WITH RESPECT TO (i) BREACH OF ITS CONFIDENTIALITY OBLIGATIONS; (ii) FRAUD, GROSS NEGLIGENCE, OR WILLFUL MISCONDUCT; (iii) ACTS OR OMISSIONS RESULTING IN BODILY INJURY, DEATH, OR DAMAGE TO REAL PROPERTY; OR (iv) ITS INDEMNIFICATION OBLIGATIONS UNDER SECTION 12.

12.   INDEMNITY

12.1.   **By Agerpoint**. Agerpoint shall defend Client against any claim by a third party (a "**Claim**") alleging: (i) that the Agerpoint Platform, Documentation, or the GeoJSON Data, when used in accordance with this Agreement, infringes any United States Intellectual Property Right of such third party or (ii) gross negligence or willful misconduct by Agerpoint; and will indemnify and hold Client harmless from and against any damages and costs finally awarded against Client or agreed in settlement by Agerpoint (including reasonable attorneys' fees) resulting from such Claim.

12.2.   **Infringement Claims**. If Client's use the Agerpoint Platform results in (or in Agerpoint's opinion is likely to result) in an infringement claim (an "**Infringement Claim**"), then Agerpoint may, at its sole option and expense: (i) procure for Client the right to continue using the Agerpoint Platform; (ii) replace or modify the Agerpoint Platform so that it is non-infringing; or (iii) if options (i) and (ii) above cannot be accomplished despite Agerpoint's commercially reasonable efforts, then Agerpoint may terminate this Agreement on five (5) days written notice and refund the unused portion of prepaid fees corresponding to the period of discontinuation. Agerpoint will have no obligation whatsoever in connection with a Claim in Section 12.1 or an Infringement Claim in Section 12.2 to the extent that the Claim or the Infringement Claim results from: (i) modifications to the Agerpoint Platform made by a party other than Agerpoint without Agerpoint's authorization or based on Client's specifications or requirements; (ii) the combination, operation or use of the Agerpoint Platform with equipment, devices, software or data that are not expressly authorized by Agerpoint; (iii) any deliverables or components not provided by Agerpoint; (iv) Client's use or distribution of the Agerpoint Platform other than in accordance with this Agreement; or (v) any exclusions set forth in Section 5. Sections 12.1-12.2 state Agerpoint's complete obligation and Client's sole and exclusive remedy with respect to an Infringement Claim.

12.3.   **By Client**. Client shall defend Agerpoint against any Claim arising from or relating to: (i) any Client Data or materials; or (ii) gross negligence or willful misconduct by Client; and will indemnify and hold harmless Agerpoint from and against any damages and costs awarded against Agerpoint or agreed in settlement by Client (including reasonable attorneys' fees) resulting from claims in this Section.

12.4.   **Indemnification Procedure**. A party seeking indemnification pursuant to the terms of this Section (an "**Indemnified Party**") must: (i) promptly notify the other party (the "**Indemnifying Party**") in writing of the Claim; (ii) grant the Indemnifying Party sole control of the defense and settlement (if applicable) of the Claim at the Indemnifying Party's sole cost and expense, and (iii) provide the Indemnifying Party, at Indemnifying Party's request and expense, with all assistance, information and authority reasonably required for the defense and settlement of the Claim. Failure by the Indemnified Party to notify the Indemnifying Party of a claim under this Section 12.4 shall not relieve the Indemnifying Party of its obligations under this Section 12.4, however the Indemnifying Party shall not be liable for any litigation expenses that the Indemnified Party incurred prior to the time when notice is given or for any damages and/or costs resulting from any material prejudice caused by the delay or failure to provide notice to the indemnifying party in accordance with this Section. The Indemnifying Party may not settle any claim that would bind the Indemnified Party to any obligation (other than payment covered by the Indemnifying Party or ceasing to use infringing materials), or require any admission of fault by the Indemnified Party, without the Indemnified Party's prior written consent, such consent not to be unreasonably withheld, conditioned or delayed. Any indemnification obligation under this Section 12.4 will not apply if the Indemnified Party settles or makes any admission with respect to a claim without the Indemnifying Party's prior written consent.

13.   CONFIDENTIALITY. "**Confidential Information**" means, with respect to (a) Agerpoint: (i) the Agerpoint Platform, Documentation, and Feedback, and (ii) any and all proprietary and non-public and all information and/or materials provided or disclosed by Agerpoint to Client under this Agreement that are marked "confidential" or "proprietary" by Agerpoint or that Client knows or should have known, under the circumstances, are considered confidential by Agerpoint, and (b) with Respect to Client: (i) Client Data including, without limitation Client Data included

or incorporated into any Outputs, (ii) the Outputs, and (iii) all materials and information disclosed under this Agreement that are marked "confidential" by Client or that Agerpoint knows or should have known, under the circumstances, are considered confidential by Client, but in all cases excluding Blind Data and Feedback. Each party receiving (the "**Receiving Party**") Confidential Information of the other party (the "**Disclosing Party**") will: (c) not disclose to any third party or cause to be disclosed any Confidential Information unless authorized in writing by the Disclosing Party; (d) refrain from using the Disclosing Party's Confidential Information except to the extent authorized under the Agreement; and (e) preserve and protect the confidentiality of the Disclosing Party's Confidential Information with the same degree of care the Receiving Party uses to protect its own Confidential Information, but in no event less than reasonable care. In addition, Agerpoint will not disclose the Client's Confidential Information to any third party unless authorized by Client, and will preserve and protect the confidentiality of the Client's Confidential Information with the same degree of care it uses to protect its other Confidential Information. Confidential Information does not include information that is: (f) publicly available through no fault of the Receiving Party; (g) otherwise known by the Receiving Party through no wrongful conduct of the Receiving Party and without confidentiality restrictions; (h) disclosed to the Receiving Party by a third party who had the right to make such disclosure without any confidentiality restrictions; or (i) independently developed by the Receiving Party without access to, or use of, the Disclosing Party's Confidential Information. The Receiving Party may disclose the Disclosing Party's Confidential Information without violating this Section to the extent that such disclosure is (j) necessary for the Receiving Party to enforce its rights under this Agreement or (k) required by law or court order; provided, however, that the Receiving Party shall first give the Disclosing Party prompt notice of such order, to the extent legally permitted so that the Disclosing Party may take appropriate actions to protect its rights, including seeking a protective order or other appropriate remedy. Neither Agerpoint nor Client will disclose any terms of this Agreement to anyone unless such persons are under a duty of confidentiality with protections at least as restrictive as herein. The Receiving Party acknowledges that disclosure of Confidential Information would cause substantial harm for which damages alone would not be a sufficient remedy, and therefore that upon any such disclosure by the Receiving Party, the Disclosing Party will be entitled to seek appropriate equitable relief in addition to whatever other remedies it might have at law.

14. ENFORCEMENT MATTERS

14.1. **INTENTIONALLY DELETED**

14.2. **Injunctive Relief**. If either party breaches or threatens to breach any of the provisions of this Agreement, the non-breaching Party shall have the right to seek injunctive or other equitable relief on an expedited basis.

15. GENERAL TERMS

15.1. **Notices**. Notices must be in English, in writing, and will be deemed given when delivered by hand or five Business Days after being sent using a method that provides for positive confirmation of delivery to the respective addresses indicated in an Order Form; provided that any notice from you to us includes a copy sent to: Agerpoint, Inc., Attention: Contracts, PO Box 14827, Durham, NC, 28036 United States or via email to contracts@agerpoint.com.

15.2. **Force Majeure**. Neither party will be liable for any failure or delay in the performance of its obligations (except for the failure to pay fees) because of shortages, riots, insurrection, fires, flood, storm, explosions, earthquakes, acts of God, war, terrorism, governmental action, or any other force majeure event provided that upon cessation of such events such party shall thereupon promptly perform or complete the performance of its obligations hereunder. Each party will use its reasonable efforts to notify the other party of the occurrence of such an event within three (3) business days of obtaining knowledge that such event will cause such a failure or delay.

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15.3.   **Publicity**. During the Term, Agerpoint shall secure Client's written consent to include Client's name and logo as a customer who uses the Agerpoint Platform on its website and in other marketing materials promoting the Agerpoint offerings. In case consent is given, Client may opt-out by sending an email to info@agerpoint.com. Upon Client's written request, Agerpoint will promptly remove any such marks from Agerpoint's website and, to the extent commercially feasible, Agerpoint's marketing materials. Agerpoint may ask Client from time to time, to participate, at Client's option, in a case study, press release and/or cooperate with Agerpoint in speaking to the media, and to speak at a future Agerpoint event.

15.4.   **Federal Government End Use Provisions**. Agerpoint provides the Agerpoint Platform and, to the extent applicable the Agerpoint Technology, for ultimate federal government end use solely in accordance with the following: Government technical data and software rights related to the Agerpoint Platform include only those rights customarily provided to the public as defined in this Agreement. This customary commercial license is provided in accordance with FAR 12.211 (Technical Data) and FAR 12.212 (Software) and, for Department of Defense transactions, DFAR 252.227-7015 (Technical Data Commercial Items) and DFAR 227.7202-3 (Rights in Commercial Computer Software or Computer Software Documentation). If a government agency has a need for rights not granted under these terms, it must negotiate with Agerpoint to determine if there are acceptable terms for granting those rights, and a mutually acceptable written addendum specifically granting those rights must be included in any applicable agreement.

15.5.   **Export Control.** Client agrees to comply with all export and import laws and regulations of the United States and other applicable jurisdictions. Without limiting the foregoing, (i) Client represents and warrants that it is not listed on any U.S. government list of prohibited or restricted parties or located in (or a national of) a country that is subject to a U.S. government embargo or that has been designated by the U.S. government as a "terrorist supporting" country, (ii) Client will not (and will not permit any third parties to) access or use the Agerpoint Platform in violation of any U.S. export embargo, prohibition or restriction, and (iii) Client will not submit to the Agerpoint Platform any information that is controlled under the U.S. International Traffic in Arms Regulations.

15.6.   **Non Solicitation**. Without Agerpoint's express written consent, Client shall not, during the Term and for one (1) year after its expiration or termination, solicit for hire, as an employee or independent contractor, any of Agerpoint's employees, contractors or subcontractors. Notwithstanding the foregoing, nothing in this Agreement shall prevent Client from hiring any of Agerpoint's employees, contractors or subcontractors who responds to a general solicitation not personally directed to him or her.

15.7.   **General Matters**. The parties are independent contractors and no joint venture, partnership, employment, agency or similar arrangement is created between them. Neither party has the right or power to act for or on behalf of the other or to bind the other in any respect. This Agreement will be binding on each party and its permitted successors and permitted assigns. This Agreement may not be assigned by Client without Agerpoint's consent, which consent shall not be unreasonably withheld. Agerpoint may use subcontractors in connection with the provision of the GeoJSON Data, and Outputs provided that Agerpoint shall be responsible for the work performed by such subcontractors and that Agerpoint requires such subcontractors to enter a written agreement with Agerpoint on terms consistent with the terms of this Agreement, including providing for obligations of non-use and confidentiality no less restrictive than the terms of this Agreement. This Agreement and Attachments (including any Order Form which is incorporated herein by this reference) contains the entire understanding of the parties regarding its subject matter, and supersedes all prior and contemporaneous agreements and understandings between the parties regarding thereto. In the event of any conflict or inconsistency between the terms and conditions of this Agreement and the terms of any Order Form, the terms and conditions of the Agreement shall govern. Except as expressly provided in this Agreement, this Agreement may only be modified, supplemented, amended or waived in a writing signed by both parties. The terms on any purchase order, confirmation, or similar document submitted by Client to Agerpoint will have no effect and are hereby rejected. No failure

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or delay by a party in exercising any right, power, or privilege under this Agreement will operate as a waiver thereof. The invalidity or unenforceability of any provision of this Agreement will not affect the validity or enforceability of any other provision of this Agreement, all of which will remain in full force and effect. This Agreement will be construed as if drafted jointly by the parties, and neither party's failure to obtain legal counsel or other advice in connection with this Agreement constitutes a waiver of any objection or claim that may be based on such failure. The internal laws of the State of Delaware govern this Agreement, without reference to Delaware's choice of law rules. This Agreement may be executed in counterparts, both of which taken together will constitute one and the same document. Facsimile, electronic and .PDF signatures will be treated in all respects as having the same effect as an original signature.

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Agerpoint Master License Agreement
Agerpoint Platform Acceptable Use Policy

This Agerpoint acceptable use policy ("**AUP**") sets forth certain restrictions on accessing and using the Agerpoint Platform. The restrictions set forth in this AUP are not exhaustive. Client may not use the Agerpoint Platform:

1. to store, transmit, or make available (a) content that is infringing, libelous, unlawful, tortious, or in violation of third-party rights, (b) content or technology that harms, interferes with, or limits the normal operation of the Agerpoint Platform, including monitoring traffic or data, or (c) viruses, malware, or other malicious code;

2. (a) in a way intended to avoid incurring fees or exceeding usage limits or quotas; or (b) to disable or circumvent any security, billing, or monitoring mechanisms used by the Agerpoint Platform;

3. for illegal, threatening, or offensive uses, or for similarly objectionable purposes, such as propagating hate or violence or causing harm to others or to Agerpoint's reputation;

4. to transact in, or facilitate activities related to, misappropriating another individual's identity, including, but not limited to, improperly obtained credit card information and/or account credentials;

5. to attempt to gain unauthorized access to any Agerpoint Platform or any related systems, including those of Agerpoint's subcontractors and other customers or users;

6. to permit direct or indirect access to or use of any Agerpoint Platform in a way that violates the Agreement or use any Agerpoint Platform to access or use any intellectual property in or related to the Agerpoint Platform except as permitted under the Agreement;

7. to copy the Agerpoint Platform, or any part, feature, function or user interface thereof except as expressly allowed for Client Software under the Agreement; or

8. in order to benchmark Agerpoint Platform or to build similar or competitive products or services.

Any capitalized terms used but not defined herein shall have the meaning set forth in the Agreement or the Documentation, as applicable. Notwithstanding anything to the contrary in the Agreement, in the event of any conflict between the Agreement and this AUP, this AUP shall govern. This AUP may be updated by Agerpoint from time to time upon reasonable notice (which may be provided through the Agerpoint Platform or by posting an updated version of this AUP). Any violation of this AUP may result in the suspension or termination of Client's access to and use of the Agerpoint Platform.

If Client becomes aware of any use or content that is in violation of the foregoing Acceptable Use restrictions, Client agrees to promptly remedy such use or content. If Client fails to do so, Agerpoint or its providers may suspend or disable access to the Agerpoint Platform (including Client Data) until Client complies

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