



Software License Agreement

Last Updated: August 28, 2025

This Software License Agreement, including all Order Forms, addenda, exhibits and schedules hereto (collectively, this “**Agreement**”), is by and between Atomic Maps LLC, with offices located at 39 Margranita Crescent, Austin, TX 78703 (“**Atomic Maps**”) and the customer whose name appears on the applicable Order Form regarding the Atomic Maps Services (“**Customer**”), and is effective as of the earlier of the date Customer first access the Atomic Maps Services or the Effective Date of the Order Form (“**Effective Date**”). Atomic Maps and Customer are each referred to individually as a “**party**,” and collectively as the “**parties**.”

This Agreement governs Atomic Maps’ provision of the Atomic Maps Services and Customer’s access to and use of the Atomic Maps Services. This Agreement contains general terms and conditions applicable to all such Atomic Maps Services. Order Forms contain additional terms specific to the Atomic Maps Services provided thereunder. The parties agree as follows:

1. CERTAIN DEFINITIONS.

“**AI Functionality**” means a machine-based functionality that generates Outputs (as defined herein) using any “large language model”, “foundation model”, “machine learning”, “natural language processing” or similar.

“**Analytics Templates**” means Atomic Maps’ proprietary algorithms, models, and other data analytics templates and tools which are provided by Atomic Maps to Customer via the Atomic Maps Services.

“**Atomic Lens**” means Atomic Maps’ proprietary SaaS offering branded as “Atomic Lens”, and everything at atomicmaps.net or any other URL provided by Atomic Maps in connection with such SaaS offering, and related services located in the <https://atomicmaps.net/> domain and subdomains, including software, code, algorithms, Analytics Templates, hosted services, and web interfaces.

“**Atomic Maps Services**” means any and all of the services, software and other offerings provided by Atomic Maps pursuant to this Agreement, including Atomic Lens, Documentation, Analytics Templates, Content, Exports, the offerings provided through <https://atomicmaps.io/>, any mobile applications and application programming interfaces provided by Atomic Maps, and all such services and software labeled as alpha, beta, pre-release, trial, preview or otherwise. Atomic Maps Services may include any enhancements, updates, upgrades, derivatives or bug fixes to such services, software, and offerings, and any documentation, add-ons, templates, and sample data sets, as provided by Atomic Maps.

“**Compute and Storage Resources**” means third party compute and storage resources made available by Atomic Maps in connection with the Atomic Maps Services.

“**Content**” means electronic data, photos, videos, content, materials and information obtained by Atomic Maps from publicly available sources or its third-party content providers and made available to Customer through the Atomic Maps Services or pursuant to an Order Form, as may be more fully described in the Documentation.



“**Credentials**” means any User accounts, passwords and other authentication credentials associated with use of the Atomic Maps Services by Customer or Users.

“**Customer Data**” means electronic data, photos, videos, content, materials and information submitted by or for Customer to the Atomic Maps Services, excluding Content and Third Party Offerings and including the resulting data from the processing of such Customer Data (including without limitation, Output) and related metadata.

“**Customer Environment**” means Customer’s systems, networks and devices.

“**Documentation**” means, collectively, all user reference documentation, usage guidelines and policies applicable to the Atomic Maps Services, as made available and updated from time to time by Atomic Maps.

“**Export**” means Customer Data and/or Content exports, models and insights generated by the Atomic Maps Services with respect to the Customer Data and/or Content and otherwise.

“**Feedback**” means all suggestions, comments, opinions, code, input, ideas, reports, information, know-how or other feedback provided by Customer (whether in oral, electronic or written form) to Atomic Maps related to the Atomic Maps Services.

“**Intellectual Property**” means all rights associated with: patents and inventions; copyrights, mask works and other works of authorship (including moral rights); trademarks, service marks, trade dress, trade names, logos and other source identifiers; trade secrets; software, databases and data; and all other intellectual property and industrial designs.

“**Internal Purposes**” means internal business use within the Customer Environment, to manage and visualize Customer Data, download Exports, and test and evaluate the Atomic Maps Services in order to provide Feedback to Atomic Maps.

“**Malicious Code**” means without limitation code, files, scripts, agents or programs intended to do harm, including without limitation viruses, worms, time bombs and trojan horses.

“**Maximum Allocated Resources**” means the maximum Compute and Storage Resources made available to Customer, as indicated on each applicable Order Form.

“**Order Form**” means each mutually agreed upon order on Atomic Maps’ Order Form template that specifies the Atomic Maps Services, including the type or quantity of items, including the number of seats or users, the fees for such items and any additional terms applicable to the use of such items.

“**Third Party Offerings**” means services delivered or performed by third parties independently of the Atomic Maps Services, or other online, web-based or other software functionality, and any associated offline products provided by third parties, that interoperate with the Services and which are provided by Customer or a third party, including without limitation, the Compute and Storage Resources and certain AI Functionalities.

“**User**” is a distinct named user permitted by Customer to access the Atomic Maps Services defined by an email address or single-sign on functionality, and tied to a specific Customer billing account.

2. LICENSE GRANT AND RESTRICTIONS.

a. **License Grant.** Customer’s use of the Atomic Maps Services is subject to and governed by the terms and conditions in this Agreement, including those in each applicable Order Form, and



the Documentation. In the event of a conflict between the terms in an Order Form and this Agreement, the terms in the Order Form shall control with respect to the Atomic Maps Services provided under such Order Form. Subject to and conditioned upon Customer's compliance with the terms and conditions of this Agreement and those in the applicable Order Form and the Documentation, Atomic Maps grants Customer: (i) a non-exclusive, non-sublicensable, non-transferable, revocable, limited license during the Term to use the Atomic Maps Services solely within Customer's Environment and only for the Internal Purposes; and (ii) a perpetual, non-exclusive, non-transferable, non-sublicensable, royalty-free right to use the Exports and the Analytics Templates (solely to the extent incorporated into the Exports) solely for the Internal Purposes.

b. **Restrictions.** Except as expressly authorized in this Agreement or by Atomic Maps in writing, Customer will not, and will not permit any third party (including any Users) to: (i) access or use the Atomic Maps Services for any other purpose that is not the Internal Purposes (including for any competitive analysis, commercial, professional, or other for-profit purposes); (ii) copy the Atomic Maps Services; (iii) modify, adapt, or create derivative works of the Atomic Maps Services; (iv) rent, lease, loan, resell, transfer, sublicense, display or distribute the Atomic Maps Services to any third party; (v) use or offer any functionality of the Atomic Maps Services on a service provider, service bureau, hosted, software as a service, or time sharing basis, provide or permit other individuals or entities to create Internet "links" to the Atomic Maps Services, or "frame" or "mirror" the Atomic Maps Services on any other server, or wireless or Internet-based device; (vi) decompile, disassemble, translate or reverse-engineer the Atomic Maps Services or otherwise attempt to derive the Atomic Maps Services source code, algorithms, methods or techniques used or embodied in the Atomic Maps Services; (vii) disclose to any third party the results of any benchmark tests or other evaluation of the Atomic Maps Services; (viii) remove, alter, obscure, cover or change any trademark, copyright or other proprietary notices, labels or markings from or on the Atomic Maps Services; (ix) interfere with or disrupt servers or networks connected to any website through which the Atomic Maps Services are provided; (x) use the Atomic Maps Services to collect or store personal data about any person; (xi) use the Atomic Maps Services to build a similar or competitive product or service; (xii) use the Atomic Maps Services to transmit Malicious Code; (xiii) use the Atomic Maps Services for any illegal, unauthorized or otherwise improper purposes; (xiv) represent that any output from any AI Functionality of the Services ("**Output**") is human generated when it is not; (xv) automatically or programmatically extract output; or (xvi) use the Atomic Maps Services in manner which exceeds the maximum number of Users authorized (including any subsets and/or types of Users indicated in an Order Form) to access the Atomic Maps Services, the Maximum Allocated Resources, or any other quantifiable restrictions or usage limits on Customer's use of the Atomic Maps Services, as indicated in an Order Form or otherwise. Customer is solely responsible for provisioning and updating User permissions and roles on the Atomic Maps Services.

c. **Users.** Users may operate the Atomic Maps Services on Customer's behalf solely under the terms and conditions of this Agreement, provided that: (i) such use is only in connection with Customer's Internal Purposes; (ii) such use does not represent or constitute an increase in the scope of the licenses provided hereunder; and (iii) Customer remain fully responsible and liable for any and all acts or omissions by such Users related to this Agreement and the Atomic Maps Services.

d. **Third Party Offerings.** Atomic Maps may make Third Party Offerings available to Customer for use in connection with the Atomic Maps Services. Customer acknowledges and agrees



that: (i) certain Third Party Offerings may require Customer to register and create an account with such Third Party Offerings, or to link to and enable an existing account with such Third Party Offering; (ii) any use by Customer or any User of any Third Party Offerings may be subject to a separate agreement with such third party provider, which will govern Customer's and each User's use of such Third Party Offerings; and (iii) Customer shall remain solely responsible for its and its Users' conduct with respect to such Third Party Offerings and any credentials, authorizations, permissions, data, or other information or actions required or permitted in connection therewith. Atomic Maps makes no warranties of any kind and assumes no liability whatsoever for Customer's or any User's use of (or inability to use) Third Party Offerings, which are made available by Atomic Maps "AS IS," "AS AVAILABLE" and "WITH ALL FAULTS."

e. **Immediate Termination.** Any violation of this Section 2 by Customer shall be a material breach of this Agreement and Atomic Maps may immediately terminate this Agreement without notice; *provided, however*, that if Customer's exceeds a quantifiable restriction or usage limit applicable to Customer's use of the Atomic Maps Services, Atomic Maps may elect to work with Customer to seek to reduce Customer's usage such that it conforms to the applicable restrictions and limits and if, notwithstanding Atomic Maps' efforts, Customer fails to correct such excess Atomic Maps will charge, and Customer agrees to pay, any invoice for such excess usage in accordance with Atomic Maps' then-applicable rates.

3. CUSTOMER RESPONSIBILITIES.

a. **Technical Requirements.** Customer and Users shall be solely responsible for obtaining, configuring and maintaining any hardware, network connectivity and third-party software required to access the Atomic Maps Services, including the Customer Environment, computers, operating systems, web browsers and storage devices.

b. **Protection.** Customer shall be solely responsible for protecting the confidentiality of Credentials and all activities undertaken using the Customer Environment. In the event that Customer becomes aware of any unauthorized access to or use of the Atomic Maps Services through use of the Customer Environment, Customer shall promptly give written notice to Atomic Maps of such breach and make reasonable efforts to eliminate it. Customer shall at all times implement appropriate security policies and procedures and access control methodologies to safeguard access to and use of the Atomic Maps Services through the Customer Environment. All such measures shall comply with prevailing industry standards but in no case consist of less than reasonable care.

4. CONFIDENTIALITY.

a. **Definition.** "Confidential Information" means information that either: (i) is designated as confidential by the Discloser at the time of disclosure; or (ii) would reasonably be understood by the Recipient, given the nature of the information or the circumstances surrounding its disclosure, to be confidential, including without limitation, Discloser's product designs, product plans, data, software and technology, financial information, marketing plans, business opportunities, proposed terms, pricing information, discounts, inventions and know-how disclosed by Discloser to Recipient, whether in writing, verbally or otherwise, and whether prior to, on or after the Effective Date. Confidential Information of Atomic Maps also includes the Atomic Maps Services and the existence and terms and conditions of this Agreement.

b. **Use of Confidential Information.** A party which receives Confidential Information under this Agreement ("Recipient") may not use the Confidential Information from the party which



discloses Confidential Information under this Agreement (“**Discloser**”) in any way, for its own benefit or the benefit of any third party, except as expressly permitted by, or as required to implement, this Agreement.

c. **Disclosure of Confidential Information.** Recipient will: (i) hold Confidential Information in strict confidence and take reasonable precautions to protect and secure such Confidential Information (such precautions to include, at a minimum, all precautions Recipient employs with respect to its own Confidential Information); and (ii) not divulge any Confidential Information to any third party (other than to employees or contractors as set forth below). Any employee or contractor given access to any Confidential Information must have a legitimate “need to know” such Confidential Information for use specified in Section 2 and Recipient will remain responsible and liable for each such person’s compliance with this Agreement.

d. **Confidentiality Period.** Irrespective of any termination of this Agreement, Recipient’s obligations with respect to Confidential Information under this Agreement expire two (2) years from the date of receipt of the Confidential Information.

e. **Exclusions.** This Agreement imposes no obligations with respect to information which: (i) was in Recipient’s possession before receipt from Discloser; (ii) is or becomes a matter of public knowledge through no fault of Recipient; (iii) was rightfully disclosed to Recipient by a third party who has no restriction on disclosure; or (iv) is developed by Recipient without use of the Confidential Information as can be shown by documentary evidence. Recipient may make disclosures to the extent required by law or court order, provided Recipient makes reasonable efforts to provide Discloser with notice of such disclosure as promptly as possible and uses diligent efforts to limit such disclosure and obtain confidential treatment or a protective order, and has allowed Discloser to participate in the proceeding.

5. TERM AND TERMINATION.

a. **Term.** This Agreement will be effective from the earlier of (i) the Effective Date, and (ii) the date on which Customer first accessed the Atomic Maps Services, and shall continue until the earlier of the expiration or termination of all Order Forms, or as otherwise as set forth below (the “**Term**”).

b. **Term of Order Forms.** The term of each Order Form shall be as specified in the applicable Order Form. Except as otherwise specified in an Order Form, each Order Form will automatically renew for additional one (1) year terms, unless either party gives the other written notice (email being sufficient) at least thirty (30) days before the end of the relevant Order Form.

c. **Termination.** A party may terminate this Agreement for cause (i) upon thirty (30) days written notice to the other party of a material breach if such breach remains uncured at the expiration of such period, or (ii) if the other party becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation or assignment for the benefit of creditors.

d. **Effect of Termination.** Immediately upon termination, (i) all Order Forms and licenses granted under this Agreement will immediately terminate and Customer will immediately cease all use of the Atomic Maps Services; (ii) Customer will destroy the Atomic Maps Services in its possession, or upon request by Atomic Maps, return to Atomic Maps the Confidential Information that is in its possession or control; and (iii) any and all of Customer’s payment obligations under each Order Form will immediately become due. Upon Atomic Maps’ request, Customer will certify in



writing that Customer has returned or destroyed all copies of Atomic Maps' Confidential Information. Sections 1, 4, 5d, 5e, 6, 7c, 8, 9b, 10b, 10c and 11 - 16, will survive termination of this Agreement. Neither party shall be under any obligation to enter into an agreement after termination or expiration of this Agreement.

e. **Suspension.** Atomic Maps reserves the right at any time to modify, suspend, or discontinue the Atomic Maps Services (or any portion thereof) with or without notice, and Atomic Maps shall not be liable to Customer or any third party for any such modification, suspension or discontinuance.

6. OWNERSHIP.

The Atomic Maps Services are licensed, not sold, and Atomic Maps, its suppliers or its licensors, retains and reserves all rights not expressly granted in this Agreement. Atomic Maps, its suppliers or its licensors own all worldwide right, title and interest in and to the Atomic Maps Services, including all Intellectual Property. Except as expressly stated in this Agreement, Atomic Maps does not grant Customer any Intellectual Property Rights in the Atomic Maps Services. The Atomic Maps Services are copyrighted and protected by the laws of the United States and other countries, and international treaty provisions. In connection with Customer's use of the Atomic Maps Services, Customer may generate Exports as provided by the Atomic Maps Services. Except as specifically set forth in this Agreement, Atomic Maps owns all right, title and interest (including all Intellectual Property) in and to the Analytics Templates. Without limiting the foregoing, Atomic Maps will retain exclusive ownership of (i) all Atomic Maps know-how, concepts, techniques, methodologies, ideas, templates, software, interfaces, utilities and tools, (ii) all proprietary organization and structures for categorizing, sorting and displaying materials, information and other data (including Customer Data) on the Atomic Maps Services (including with respect to Analytics Templates and Exports), (iii) all updates, modifications, improvements, enhancements and derivative works of the Analytics Templates and the Exports conceived, discovered, developed or reduced to practice, solely or in collaboration with others, during the course of providing the Services hereunder, and (iv) in each case, all related Intellectual Property. Notwithstanding the foregoing, Customer shall remain the sole and exclusive owner of all right, title and interest (including all Intellectual Property) in and to the Customer Data.

7. FEES.

a. **Fees and Expenses.** Customer shall pay all agreed upon fees for the Atomic Maps Services as set forth in the applicable Order Form ("**Fees**") and in accordance with terms set forth in such Order Form.

b. **Payment Terms.** Except as otherwise set forth in an Order Form, Customer will pay Fees thirty (30) days after the invoice date. Customer shall provide Atomic Maps with complete and accurate billing contact information including a valid email address. All payments to Atomic Maps are non-refundable except as otherwise expressly provided in the applicable Order Form. All payments will be made in United States dollars and per the instructions of Atomic Maps. Atomic Maps may invoice parts of an Order Form separately or all in one invoice. Any discounts, interests and taxes invoiced to an Order Form shall be allocated equally to each Atomic Maps Service and licenses provided under such Order Form.

c. **Late Payments.** If Customer fails to pay any past due invoice, Atomic Maps may revoke or suspend the Atomic Maps Services until such time as Customer brings its account completely current. Atomic Maps may charge interest on all past due invoices at a rate of 1.5% per month, or the



highest rate allowed by applicable law, whichever is lower. If Customer is delinquent in its payments for two (2) consecutive months, Atomic Maps may, upon written notice to Customer, modify the payment terms to require full pre-payment of any or all Order Forms (both currently contracted and in the future), or require other assurances to secure Customer's payment obligations hereunder.

d. **Taxes.** All Fees exclude any and all taxes and similar fees now in force, enacted or imposed in the future on the transaction, delivery of the Atomic Maps Services, including any sales, use or value added taxes, goods and services tax, consumption tax, customs duties or similar charges, but excluding withholding taxes and taxes solely based on Atomic Maps' net income, and Customer shall be responsible for payment of all such taxes, duties and charges, and any related penalties and interest arising from the payment of such amounts. If Customer is legally required to withhold any amounts to be paid to Atomic Maps, Customer will deduct such taxes from the amount otherwise owed, pay the tax to the appropriate taxing authority, and provide to Atomic Maps on a timely basis properly executed certificates, receipts or other documentation as evidence of such tax payment to the taxing authority, sufficient to permit Atomic Maps to establish Atomic Maps' right to a credit for such taxes against Atomic Maps' income tax liability. Customer shall provide Atomic Maps with such assistance as Atomic Maps shall reasonably request in connection with any application by Atomic Maps to qualify for the benefit of a reduced rate of withholding taxation under the terms of any applicable income tax treaty.

8. **FEEDBACK.**

Atomic Maps, in its sole discretion, may or may not respond to Customer's Feedback or promise to address all of Customer's Feedback in the development of future features or functionalities of the Atomic Maps Services or any related or subsequent versions of such Atomic Maps Services. Customer assigns, at no charge, all rights, title and interests in Feedback to Atomic Maps, and agrees that Atomic Maps is free to use, reproduce, modify, adapt, create derivative works from, publicly perform, publicly display, distribute, make, have made, assign, pledge, transfer or otherwise grant rights in the Feedback in any form and any medium (whether now known or later developed), without credit or compensation to Customer. Customer warrants that the Feedback does not infringe any copyright or trade secret of any third party, and that Customer has no knowledge of any patent of any third party that may be infringed by the Feedback (including any implementation thereof recommended by Customer). Customer further warrants that its Feedback is not subject to any license terms that would purport to require Atomic Maps to comply with any additional obligations with respect to any Atomic Maps Services that incorporates Customer's Feedback.

9. **DATA.**

a. **Data Processing.** Atomic Maps will maintain a security program materially in accordance with industry standards that are designed to protect the security, confidentiality and integrity of the Customer Data. Customer hereby grants Atomic Maps a perpetual, irrevocable, non-exclusive, royalty-free, paid-up, worldwide, sublicensable license to use, access, transmit, host, store, and display the Customer Data solely for the purpose of providing and improving the Atomic Maps Services, including rights to extract, compile, aggregate, synthesize, use, and otherwise analyze all or any portion of the Customer Data. Atomic Maps may use, publish, share, distribute, or disclose such Customer Data on an aggregate basis or in a de-identified manner that does not allow personal data about Customer to be separated from the aggregate data and identified as originating from Customer.



b. **Data Warranty and Obligations.** Customer represents, warrants and agrees that Customer has all rights to provide the Customer Data and other materials that Customer provides or makes available to Atomic Maps. Customer acknowledges and agrees that it is solely responsible for all the Customer Data and for its conduct while using the Atomic Maps Services. Customer acknowledges and agrees that: (i) it will evaluate and bear all risks associated with its use and distribution of all Customer Data; (ii) it is responsible for protecting and backing up the Customer Data; (iii) it is responsible for protecting the confidentiality of all Customer Data in its possession and control; and (iv) under no circumstances will Atomic Maps be liable in any way for the content of any Content or Customer Data, including, but not limited to, any errors or omissions in any Content or Customer Data, or any loss or damages of any kind incurred as a result of Customer's use, deletion, modification, or correction of any Customer Data. Customer has full discretion and control on how to store, protect, remove or delete any Customer Data on the Atomic Maps Services and Atomic Maps shall have no liability for any damages caused by such deletion or removal of or failure to store or protect Customer Data.

10. WARRANTY.

a. **Mutual Representations and Warranties.** Each party represents and warrants that it has full right, power, and authority to enter into this Agreement and to perform its obligations and duties under this Agreement, and that the performance of such obligations and duties does not conflict with or result in a breach of any other agreement of such party or any judgment, order, or decree by which such party is bound.

b. **DISCLAIMER.** EXCEPT AS SET FORTH IN SECTION 10a., ATOMIC MAPS DISCLAIMS ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NONINFRINGEMENT, TITLE, QUIET ENJOYMENT AND WARRANTIES ARISING OUT OF COURSE OF DEALING, USAGE OR TRADE PRACTICE, OR BY STATUTE OR IN LAW. ATOMIC MAPS SPECIFICALLY DOES NOT WARRANT THAT THE ATOMIC MAPS SERVICES WILL MEET CUSTOMER'S REQUIREMENTS, THE OPERATION OR OUTPUT OF THE ATOMIC MAPS SERVICES WILL BE ERROR-FREE, VIRUS-FREE, SECURE, ACCURATE, RELIABLE, COMPLETE OR UNINTERRUPTED. ATOMIC MAPS IS NOT OBLIGATED TO SUPPORT, UPDATE OR UPGRADE THE ATOMIC MAPS SERVICES.

c. **Services Materials.** Customer hereby acknowledges, understands and agrees that: (i) Exports and any other content or information provided on the Atomic Maps Services ("**Services Materials**") are for informational purposes only; (ii) Services Materials are not intended to be, and Customer and Users should not construe Services Materials as, legal, tax, investment, financial or other advice; (iii) nothing on the Atomic Maps Services constitutes professional and/or financial advice, nor does any Services Material constitute a comprehensive or complete statement of the matters discussed or the law or regulations relating thereto; (iv) Atomic Maps is not a fiduciary by virtue of Customer's or any User's use of or access to the Atomic Maps Services and/or Services Materials; (v) Customer alone assumes the sole responsibility of evaluating the merits and risks



associated with the use of or reference to Services Material before making any decisions based on such Services Material; and (vi) Atomic Maps shall not be held responsible or liable for any possible claim for damages arising from any decision Customer or its Users make based on information or Services Material made available to Customer and/or Users.

d. **AI Functionality.** Artificial intelligence and machine learning are rapidly evolving fields of study. When Customer uses the Services and any AI Functionality thereof, Customer understands and agrees: (i) Output may not always be accurate, and Customer should not rely on Output from the Services as a sole source of truth or factual information, or as a substitute for professional advice; (ii) Customer must evaluate Output for accuracy and appropriateness for Customer's use case, including using human review as appropriate, before using or sharing Output from the Services; and (iii) Customer must not use any Output relating to a person for any purpose that could have a legal or material impact on that person. If Output references any third party products, locations or services, it does not mean the third party endorses or is affiliated with Atomic Maps.

11. INDEMNIFICATION.

a. **Claims Against Customer.** Atomic Maps will defend, at its own expense, and hold Customer harmless against any claim, suit or action brought against Customer by a third party to the extent that such claim, suit or action arises from an allegation that the Atomic Maps Services, when used as expressly permitted by this Agreement, infringes the Intellectual Property of such third party (each, a "**Customer Claim**"), and Atomic Maps will indemnify Customer from liability incurred by Customer to the extent arising from such Customer Claim. If Atomic Maps receives prompt notice of a Customer Claim that, in Atomic Maps' reasonable opinion, is likely to result in an adverse ruling, then Atomic Maps may: (i) obtain a right for Customer to continue using the Atomic Maps Services at issue; (ii) modify such Atomic Maps Services to make it non-infringing; (iii) replace such Atomic Maps Services with a non-infringing version; or (iv) provide a reasonable depreciated or pro rata refund of amounts pre-paid for the allegedly infringing Atomic Maps Services.

b. **Atomic Maps Indemnity Limits.** Notwithstanding the foregoing, Atomic Maps will have no obligation under Section 11a or otherwise with respect to any infringement claim based upon: (i) any use of the Atomic Maps Services not expressly permitted under this Agreement; (ii) any use of the Atomic Maps Services in combination with products, equipment, software, or data not made available by Atomic Maps if such infringement would have been avoided without the combination with such other products, equipment, software or data; or (iii) any modification of the Atomic Maps Services by any person other than Atomic Maps or its authorized agents or subcontractors (collectively, "**Excluded Claims**"). Atomic Maps will have no obligation under Section 11a or otherwise with respect to any claim based upon the use by Customer of any Customer Data uploaded or accessed through the Atomic Maps Services to the extent such claim is not based on the Atomic Maps Services itself. Section 11a states Atomic Maps' sole liability and Customer's exclusive remedy for all third party claims.

c. **Claims Against Atomic Maps.** Customer will defend, at its own expense, and hold Atomic Maps harmless against any claim, suit or action against Atomic Maps brought by a third party to the extent that such claim, suit or action arises from: (i) Customer's failure to comply with or violation of any applicable law or regulation; (ii) Customer's infringement of any third party's Intellectual Property Right; (iii) Customer's use of any Content or Customer Data; (iv) Customer's



products or services; or (v) Excluded Claims (each, an “**Atomic Maps Claim**”), and Customer will indemnify Atomic Maps harmless from liability incurred by Atomic Maps that is specifically attributable to such Atomic Maps Claim or those costs and damages agreed to in a monetary settlement of such Atomic Maps Claim.

d. **Procedure.** The foregoing obligations are conditioned on the party seeking indemnification: (i) promptly notifying the other party in writing of such claim; (ii) giving the other party sole control of the defense thereof and any related settlement negotiations; and (iii) cooperating and, at other party’s request and expense, assisting in such defense. Neither party may make any public announcement of any claim, defense or settlement without the other party’s prior written approval. The indemnifying party may not settle, compromise or resolve a claim without the consent of the indemnified party, if such settlement, compromise or resolution causes or requires an admission or finding of guilt against the indemnified party, imposes any monetary damages against the indemnified party, or does not fully release the indemnified party from liability with respect to the claim.

12. LIMITATION OF LIABILITY.

IN NO EVENT WILL ATOMIC MAPS BE LIABLE TO CUSTOMER FOR ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, OR FOR ANY LOSS OF USE, DATA, GOODWILL OR PROFITS, BUSINESS INTERRUPTION, OR COSTS OF PROCURING SUBSTITUTE SOFTWARE, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE USE OR PERFORMANCE OF THE ATOMIC MAPS SERVICES. WITHOUT LIMITING THE FOREGOING, ATOMIC MAPS WILL HAVE NO LIABILITY OR RESPONSIBILITY FOR ANY BUSINESS INTERRUPTION OR LOSS OF DATA ARISING FROM THE AUTOMATIC TERMINATION OF THE LICENSE RIGHTS GRANTED HEREIN AND ANY ASSOCIATED CESSATION OF THE ATOMIC MAPS SERVICES, ITS FUNCTIONS, ANY UNANTICIPATED OR UNSCHEDULED DOWNTIME FOR ANY REASON OR ANY DELETION, CORRUPTION OR DAMAGE OF CUSTOMER DATA OR CONTENT ON OR THROUGH THE ATOMIC MAPS SERVICES. ATOMIC MAPS’ TOTAL CUMULATIVE LIABILITY TO CUSTOMER, FROM ALL CAUSES OF ACTION AND ALL THEORIES OF LIABILITY IN CONNECTION WITH THIS AGREEMENT, INCLUDING ALL ORDER FORMS, WILL BE LIMITED TO AND WILL NOT EXCEED THE FEES PAID BY CUSTOMER AND RECEIVED BY ATOMIC MAPS FOR THE ATOMIC MAPS SERVICES DURING THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENTS GIVING RISE TO THE CLAIM.

THE FOREGOING LIMITATIONS, EXCLUSIONS AND DISCLAIMERS SHALL APPLY REGARDLESS OF WHETHER SUCH LIABILITY ARISES FROM ANY CLAIM BASED UPON CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, AND WHETHER OR NOT THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE. INsofar as APPLICABLE LAW PROHIBITS ANY LIMITATION ON LIABILITY HEREIN, THE PARTIES AGREE THAT SUCH LIMITATION WILL BE AUTOMATICALLY MODIFIED, BUT ONLY TO THE EXTENT SO AS TO MAKE THE LIMITATION COMPLIANT WITH APPLICABLE LAW. THE PARTIES AGREE THAT THE LIMITATIONS ON LIABILITIES SET FORTH HEREIN ARE AGREED ALLOCATIONS OF RISK AND SUCH LIMITATIONS WILL APPLY NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.



13. COMPLIANCE WITH LAWS.

Customer will comply fully with all applicable laws, including all applicable laws relating to bribery or corruption, and export laws and regulations of the United States and any other country (“**Export Laws**”) where Customer uses any of the Atomic Maps Services. Customer represents and warrants that it is not (a) located in, or a resident or a national of, a restricted country, or (b) on any of the relevant U.S. Government Lists of prohibited persons, including but not limited to the Treasury Department’s List of Specially Designated Nationals and the Commerce Department’s List of Denied Persons or Entity List. Customer further represents and warrants that it shall not export, re-export, ship, or transfer the Atomic Maps Services to any restricted countries or restricted end users or use the Atomic Maps Services in any restricted countries or for any purposes prohibited by the Export Laws, including, but not limited to, nuclear, chemical, missile or biological weapons related end uses. Customer understands that the requirements and restrictions of the Export Laws may vary depending on the specific Atomic Maps Services and may change over time, and that, to determine the precise controls applicable to the Atomic Maps Services, it is necessary to refer to the U.S. Export Administration Regulations and the U.S. Department of Treasury, Office of Foreign Assets Control Regulations.

14. CHOICE OF LAW.

This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, as if performed wholly within the state and without giving effect to the principles of conflict of law rules of any jurisdiction. The parties agree that neither the Uniform Computer Information Transaction Act (UCITA) nor the United Nations Convention on Contracts for the International Sale of Goods shall apply to this Agreement, regardless of the states in which the parties do business or are incorporated.

15. BINDING ARBITRATION AND CLASS ACTION WAIVER.

a. ALL CLAIMS ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT SHALL BE RESOLVED BY FINAL AND BINDING ARBITRATION RATHER THAN IN COURT. THERE IS NO JUDGE OR JURY IN ARBITRATION, AND COURT REVIEW OF AN ARBITRATION AWARD IS LIMITED.

b. The arbitration shall be conducted by the American Arbitration Association (AAA) under its then-applicable Commercial Arbitration Rules or, as appropriate, its Consumer Arbitration Rules. The AAA’s rules are available at <http://www.adr.org/>. Payment of all filing, administration and arbitrator fees shall be governed by the AAA’s rules. The arbitration shall be conducted in the English language by a single independent and neutral arbitrator. For any hearing conducted in person as part of the arbitration, Customer agrees that such hearing shall be conducted in Austin, Texas or, if the Consumer Arbitration Rules apply, another location reasonably convenient to both parties with due consideration of their ability to travel and other pertinent circumstances, as determined by the arbitrator. The decision of the arbitrator shall be final and binding. Judgment on the arbitral award may be entered in any court of competent jurisdiction.

c. EACH PARTY AGREES THAT ALL CLAIMS SHALL BE RESOLVED ONLY ON AN INDIVIDUAL BASIS AND NOT IN A CLASS, CONSOLIDATED OR REPRESENTATIVE ACTION OR OTHER SIMILAR PROCESS (INCLUDING ARBITRATION). IF FOR ANY REASON A CLAIM PROCEEDS IN COURT RATHER THAN IN ARBITRATION, EACH PARTY WAIVES ANY RIGHT TO A JURY TRIAL AND AGREES THAT SUCH CLAIM SHALL BE BROUGHT ONLY IN A COURT OF COMPETENT JURISDICTION IN AUSTIN, TEXAS. EACH PARTY HEREBY SUBMITS TO THE PERSONAL JURISDICTION AND VENUE OF SUCH



COURTS AND WAIVE ANY OBJECTION ON THE GROUNDS OF VENUE, FORUM NON-CONVENIENS OR ANY SIMILAR GROUNDS WITH RESPECT TO ANY SUCH CLAIM.

d. Notwithstanding anything to the contrary, each party may seek injunctive relief and any other equitable remedies from any court of competent jurisdiction to protect its Confidential Information or Intellectual Property Rights, whether in aid of, pending, or independently of the resolution of any dispute pursuant to the arbitration procedures set forth in this Section 15.

e. The prevailing party shall recover its reasonable attorneys' fees, expert fees, costs including arbitration costs and fees.

16. GENERAL.

All notices required or permitted under this Agreement hereto will be in writing and delivered in person, by email to the address designated in the applicable Order Form, by confirmed facsimile transmission, by email, by overnight delivery service, or by registered or certified mail, postage prepaid with return receipt requested, and in each instance will be deemed given upon receipt. Customer may not assign, delegate or transfer this Agreement, in whole or in part, by agreement, operation of law or otherwise. Any attempt to assign this Agreement other than as permitted herein shall be null and void. Customer acknowledges that Atomic Maps may assign, subcontract or delegate any of its rights or obligations under this Agreement. Subject to the foregoing, this Agreement will bind and inure to the benefit of the parties' permitted successors and assigns. This Agreement along with any additional terms incorporated herein by reference constitute the complete and exclusive understanding and agreement between the parties relating only to the subject matter of the licensing of access to the Atomic Maps Services, including Confidential Information related thereto, and shall supersede any and all prior or contemporaneous agreements, communications and understandings, written or oral, relating to such subject matter. For the avoidance of doubt, any agreement which governs the provision of implementation or other professional or technical services by Atomic Maps to Customer related to the Atomic Maps Services shall not be superseded or terminated hereby, and any such agreement shall stand alone and separate from this Agreement (including without limitation, any limitation of liability, indemnification, and related provisions). Any waiver, modification or amendment of any provision of this Agreement will be effective only if in writing and signed by duly authorized representatives of both parties. All rights and remedies, whether conferred hereunder or by any other instrument or law, will be cumulative and may be exercised singularly or concurrently. The failure by either party to enforce any provisions of this Agreement will not constitute a waiver of any other right hereunder or of any subsequent enforcement of that or any other provisions. The terms and conditions stated herein are declared to be severable. If a court of competent jurisdiction holds any provision of this Agreement invalid or unenforceable, the remaining provisions of the Agreement will remain in full force and effect, and the provision affected will be construed so as to be enforceable to the maximum extent permissible by law. For the purposes of this Agreement, the words "such as," "include," "includes" and "including" shall be deemed to be followed by the words "without limitation." Any prevention of or delay in performance by Atomic Maps hereunder due to labor disputes, acts of god, failure of the Internet, governmental restrictions, enemy or hostile governmental action, fire or other casualty or other causes beyond its reasonable control shall excuse the performance of its obligations for a period equal to the duration of any such prevention or delay.