

This GeoComply GeoGuard AWS Agreement (together with any and all schedules, exhibits and addenda referenced by this GeoComply GeoGuard AWS Agreement, this “**Agreement**”) is entered into by and between GeoComply (defined below) and the customer purchasing access to GeoGuard through the AWS Marketplace (“**Customer**”) and is effective upon Customer’s purchasing access to GeoGuard through the AWS Marketplace (the “**Effective Date**”). Customer and GeoComply are referred to in the Agreement individually each as a “**Party**” and together as the “**Parties**.”

1. DEFINITIONS

Capitalized terms used in the Agreement will have the below meanings.

- 1.1. “**Affiliate**” means, with respect to any specified Person, any other Person that, directly or indirectly through one or more intermediaries, Controls, is Controlled by or is under common Control with such specified Person. The term “**Control**” means the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of a Person, whether through the ownership of voting interests, by contract or otherwise.
- 1.2. “**API Key**” means the authentication key(s) provided by GeoComply to allow the Customer Application to make requests to GeoGuard and receive valid responses.
- 1.3. “**Applicable Data Protection Laws**” means any data protection laws, rules, regulations, self-regulatory guidelines or implementing legislation applicable to GeoComply’s provision and/or Customer’s use of GeoGuard, including data protection and privacy laws, rules, and regulations to which Personal Information is subject.
- 1.4. “**Applicable Law**” means any of the following that relate to the access or use of GeoGuard: (a) any statute, legislation or regulation having the force of law that is issued by any governmental entity of local, municipal, regional or national authority having jurisdiction and binding authority over the applicable Party; (b) any treaty, multinational convention or the like having the force of law and that is binding on the applicable Party; (c) the common or general law; (d) any court order, judgment or decree that is binding on the applicable Party; (d) any applicable industry code, policy or standard enforceable by law that is binding on the applicable Party; or (e) any applicable direction, policy or order that is given by a regulator having binding authority on the applicable Party; and (f) any subsequent amendments, re-enactments, consolidations, replacements or new implementations of the foregoing.
- 1.5. “**Authorized Users**” means identified individuals (such as individual employees, consultants and contractors performing work on Customer’s behalf and other individuals accessing and using GeoGuard for Customer’s benefit) authorized by Customer to access or use GeoGuard.
- 1.6. “**AWS Customer Agreement**” means the AWS Customer Agreement located at <https://aws.amazon.com/agreement/> as may be updated and amended from time to time.

- 1.7. **“AWS Marketplace”** means the Amazon Web Services Marketplace located at <https://aws.amazon.com/> as may be updated and amended from time to time.
- 1.8. **“Customer Application”** means any Customer application, product or service that uses or otherwise exploits GeoGuard for the Permitted Purpose.
- 1.9. **“Confidential Information”** means any information and documentation of a Party or its Affiliates (and in the case of GeoComply, its Third-Party Suppliers) disclosed to or accessed by the other Party in connection with the Agreement (a) that is marked or verbally designated as “confidential” or the like or (b) that, given the circumstances surrounding its disclosure or the nature of the information, a reasonable person would conclude to be confidential. Confidential Information does not include any information that (i) becomes generally known to the public without breach of any obligation owed to the Disclosing Party, (ii) was known to the Receiving Party before receipt from the Disclosing Party without breach of any obligation (and without a duty of confidentiality) owed to the Disclosing Party, (iii) is received from a third party without breach of any obligation (and without a duty of confidentiality) owed to the Disclosing Party, or (iv) was independently developed by the Receiving Party. Without limiting the foregoing, GeoComply Confidential Information includes the non-public aspects of and information regarding GeoGuard and any related product plans, technology, data and other technical information (including Documentation, the structure and organization, the underlying algorithms and other internals, the protocols, data structures and other externals, and the source code of any of the foregoing).
- 1.10. **“Customer Data”** means any data and information provided or otherwise made available to GeoComply or its Affiliate by or on behalf of Customer or an End User in connection with GeoGuard.
- 1.11. **“Documentation”** means any documentation (including online, printed, or other documentation) and any technical or legal requirements for GeoGuard. Documentation may be made available to Customer, or otherwise.
- 1.12. **“End User”** means an individual accessing or using a Customer Application and/or other relevant Customer products and services.
- 1.13. **“Feedback”** means any improvements, suggestions or other feedback concerning GeoGuard.
- 1.14. **“Fees”** means the amounts payable by Customer to GeoComply under the terms of the Agreement.
- 1.15. **“GeoComply”** means GeoGuard USA Inc.
- 1.16. **“GeoComply Data”** means any data and information provided or otherwise made available by or on behalf of GeoComply, its Third-Party Suppliers or their respective data providers in connection with GeoGuard.

- 1.17. **“GeoGuard”** means GeoComply’s location fraud detection solution, that provides multi-layered protection for identifying and blocking IP masking techniques such as VPNs, data centers, DNS proxies, Tor, peer-to-peer networks, and Proxies.
- 1.18. **“GeoGuard API”** means the applicable programming interface provided by GeoComply as part of GeoGuard.
- 1.19. **“Online Services”** means an online or cloud-based service made available by or for GeoComply, whether made available for free, for a fee or any other basis.
- 1.20. **“Permitted Purpose”** for GeoGuard is solely for Customer’s own use, and solely for the limited purpose of determining whether an IP address is associated with Virtual Private Networks, web-based proxies, domain name server proxies, tor exit nodes and/or data centers (each, a **“Proxy”** and collectively, the **“Proxies”**).
- 1.21. **“Person”** means any individual, partnership, corporation, limited liability company, association, joint stock company, trust, joint venture, or unincorporated organization.
- 1.22. **“Personal Information”** means any data that identifies, relates, describes, is reasonably capable of being associated with, or could reasonably be linked, directly or indirectly, with a particular individual or is defined as “personally identifiable information,” “personal information,” “personal data” or similar terms under Applicable Data Protection Laws.
- 1.23. **“Privacy Statement”** means GeoComply’s Privacy Statement provided at <https://www.geocomply.com/privacy-statement/>.
- 1.24. **“Software”** means software or similar materials, including any software, application programming interfaces (**“API”**), software development kits (**“SDK”**) or programming tools, made available by or for GeoComply, whether made available for free, for a fee or any other basis.
- 1.25. **“Subsidiary”** means, with respect to any specified Person, any other Person who directly or indirectly, through one or more intermediaries is controlled by such specified Person.
- 1.26. **“Term”** has the meaning set forth in Section 11.1.
- 1.27. **“Territory”** means globally for GeoGuard.
- 1.28. **“Third-Party Supplier”** means a third-party licensor or service provider of Third-Party Services.
- 1.29. **“Updates”** means security and hot fixes, patches, and other updates to GeoGuard to the extent made available to Customer by or for GeoComply as an update.
- 1.30. **“Upgrades”** means new versions of GeoGuard, or add-ons or additional products associated with GeoGuard, to the extent made available to Customer by or for GeoComply as an upgrade.

1.31. **“User Data”** means any Customer Data that is the Personal Information of an End User, such as name, address, date of birth, phone number or social security number.

1.32. **“Usage Data”** means data and information regarding access to and use of GeoComply.

2. SCOPE

2.1. **Acceptance.** Customer agrees to this Agreement on behalf of the company or other legal entity for which Customer is acting (for example, as an employee or contractor). Customer represents and warrants that it has the right, authority, and capacity to act on behalf of and bind such entity.

2.2. **Scope of Agreement.** This Agreement sets forth the terms and conditions that govern Customer’s access and use of GeoGuard.

2.3. **Other Documents.** Any purchase order, order receipt, acceptance, confirmation, correspondence, online terms, or other confirmatory documents presented by Customer at any time will be deemed to be presented for payment purposes only. GeoComply hereby rejects, and will not be bound by, any additional or different terms contained in such documents.

3. ACCOUNT; SECURITY

3.1. **Customer Accounts.** Customer is responsible for anyone who purchases, accesses, or uses GeoGuard through Customer or Customer’s account, and any act or omission of any such person that is not in compliance with the Agreement will constitute an act or omission by Customer. Customer remains responsible for all activity that occurs via its account. Customer is responsible for safeguarding its password(s), and its API Keys, and Customer may not disclose them to any third party. Customer will notify GeoComply promptly, but no later than forty-eight (48) hours, of any actual or suspected unauthorized access to or use of its API Keys, account, or the accounts of Authorized Users.

3.2. **Customer Security.** Except as may be expressly provided otherwise, Customer will take sufficient steps to ensure that (a) its access to GeoGuard will be restricted to Customer’s employees or agents who are properly engaged in the provision of Customer Applications and (b) such employees and agents will not utilize such access for personal or improper means. Customer will limit its employees’ and agents’ access to API Keys, passwords, access codes or other confidential information necessary for such access to those employees and agents with a need-to-know in connection with the Customer Application. Customer will notify GeoComply promptly, but no later than forty-eight (48) hours, if Customer knows of or suspects unauthorized access to GeoGuard. Customer will cooperate with GeoComply in implementing other reasonable access security controls recommended by GeoComply. Customer is responsible and GeoComply has no liability for providing, maintaining, and operating the workstations, software, internet access and hardware in Customer’s use locations that send data to and receive data from GeoComply and all aspects of the physical, technical, and administrative security of any data within Customer’s use locations.

- 3.3. **Customer Information.** Any information Customer provides to GeoComply must be materially accurate, current, and complete, and Customer will update such information to keep it materially accurate, current, and complete. GeoComply reserves the right to suspend or terminate Customer's account and access to and use of the GeoGuard if any information Customer provides to GeoComply proves to be materially inaccurate, not current, or incomplete.

4. **PRIVACY**

The Privacy Statement, as updated from time to time, sets forth how GeoComply may collect, use, store and process any Personal Information included in Customer Data, and how Customer may request deletion of, and the exercise of other available rights with respect to, any such Personal Information. Customer acknowledges that it has read and understands the Privacy Statement.

5. **INTENTIONALLY OMITTED**

6. **ACCESS AND USE OF GEOGUARD**

- 6.1. **Rights to GeoGuard.** Subject to Customer's compliance with the terms and conditions of the Agreement, including any and all payment obligations for GeoGuard, GeoComply hereby grants Customer a non-exclusive, limited, revocable, non-transferable, non-sublicensable right and license during the Term to access and use GeoGuard and any Documentation for GeoGuard made available by GeoComply, solely in the form made available by or for GeoComply, solely for the Permitted Purpose and in accordance with the applicable Documentation. Except as expressly set out in the Agreement, Customer will not have any licenses or other rights with respect to GeoGuard or other materials or intellectual property rights of GeoComply, whether by implication, estoppel, statute or otherwise. Additional rights and obligations that apply to Customer's access to and use of GeoGuard may be set forth in the Agreement. Customer will be deemed to have taken any action that Customer permits, assists, or facilitates any Authorized User or other person or entity to take related to the Agreement or GeoGuard.

- 6.2. **License Restrictions.** Customer may access and use (and permit access to and use of) GeoGuard only in conformance with (and will comply with) the Agreement, Documentation and Applicable Law. Except as expressly permitted in writing by GeoComply, Customer will not (and will not authorize, encourage, or cooperate with any Authorized User, sublicensee, or other third party to):

- 6.2.1. Access or use GeoGuard: (a) by any means other than the interface GeoComply provides or authorizes, or the Customer Application; (b) other than for the Permitted Purpose; (c) for immoral, illegal or any other purpose which GeoComply may reasonably determine to be threatening, abusive or harmful; (d) in a manner that may infringe any intellectual property, contractual, proprietary or property right held by GeoComply, its Affiliates or Third-Party Suppliers; or (e) in any jurisdiction other than jurisdictions where Customer has obtained the required regulatory approvals and/or licenses to access and use GeoGuard;

- 6.2.2. Disclose, sublicense, distribute, transmit, sell, resell, lease, rent, loan or otherwise make available to third parties, or export, reproduce, modify, adapt, translate, port, download, store, create derivative works of, or attempt to reverse engineer (or derive the source code or the structure or organization, underlying algorithms or other internals, protocols, data structures or other externals of) all or any portion (including any functionality) of GeoGuard, except as expressly permitted by Applicable Law notwithstanding a contractual prohibition to the contrary;
- 6.2.3. Remove, disable, or otherwise limit the effectiveness of any technical protections, including those used by GeoComply to (a) manage, monitor, control or analyze the installation of, access to, or use of GeoGuard or (b) protect GeoComply's intellectual property rights;
- 6.2.4. Attempt to probe, scan, or test the vulnerability of GeoGuard or to breach or circumvent any security or authentication measures used by GeoGuard;
- 6.2.5. Attempt to circumvent any capacity limits, Authorized User or storage limits, or other license, timing or use restrictions associated with GeoGuard, or attempt to interfere with GeoComply's ability to audit or track such restrictions;
- 6.2.6. Remove any copyright, trademark, confidentiality or other proprietary rights notice from GeoGuard, Documentation, or related material;
- 6.2.7. Unbundle the component parts of GeoGuard for use separate from each other or use or access Software made available as part of an Online Service separately from the applicable Online Service;
- 6.2.8. Take any action (including the use of any third-party software or services) that disables, interferes with, disrupts, burdens, or interacts in an unauthorized manner with any part of GeoGuard (including any related devices, computer systems, servers, or networks);
- 6.2.9. Introduce any viruses, worms, defects, malware, or any item of destructive nature into or through GeoGuard;
- 6.2.10. Use GeoGuard or GeoComply Data for competitive analysis (including benchmark testing) to create, train or improve (directly or indirectly) a product or service that substantially replicates GeoGuard, or to acquire any technical specifications or gain any competitive advantage;
- 6.2.11. Combine, use or distribute GeoGuard with other software that could cause or result in GeoGuard to be subject to any open source license or similar license that: (a) requires as a condition of use, modification or distribution that GeoGuard or such other software to be: (i) made available or distributed in a form other than binary (e.g., in source code form); (ii) licensed for the purpose of making derivative works; (iii) licensed under terms that allow for reverse engineering, reverse assembling or disassembling of GeoGuard (other than as required to by law); or (iv) redistributable at no charge; or (b) requires or purports to require the

grant of any license, covenant not to sue, authorization or other right with respect to patents or patent applications;

- 6.2.12. Collect or process data from an End User without an End User's consent or opt-in authorization sufficient to comply with Applicable Data Protections Laws;
- 6.2.13. Pre-fetch, cache, index, copy, re-utilize, extract, or store any data that is extracted or derived from GeoGuard via query by Customer except as strictly required for the Permitted Purpose;
- 6.2.14. Send or otherwise post unsolicited or unauthorized communications, including commercial communications (such as spam) through GeoGuard;
- 6.2.15. Use automated means (including "web crawlers," bots, robots, spiders, scrapers or other types of software or hardware technology) to collect content or information, download materials automatically or otherwise access GeoGuard;
- 6.2.16. Disclose, provide, or otherwise share the GeoComply Data or Usage Data with Customer's third-party service providers, suppliers, or developers without GeoComply's written consent;
- 6.2.17. Engage in any other conduct in connection with GeoGuard that may harm or otherwise expose GeoComply or any third party to liability;
- 6.2.18. use GeoGuard or GeoComply Data for any of the following purposes: (a) in connection with establishing an individual's eligibility for credit or for the review or collection of a credit account of an individual; (b) in connection with underwriting insurance to be used primarily for personal, family, or household purposes; (c) for employment purposes; (d) in connection with a determination of an individual's eligibility for a license or other benefit granted by a government agency; (e) as a potential investor or servicer, or current insurer, in connection with a valuation of, or assessment of credit or prepayment risks associated with, an existing credit obligation; (f) to determine an individual's eligibility for any purpose under Section 604 of the federal Fair Credit Reporting Act, 15 U.S.C. § 1681b; or (g) to take any "adverse action", as that term is defined in Section 603(k) of the federal Fair Credit Reporting Act, 15 U.S.C. § 1681a(k), against an individual;
- 6.2.19. Publish or share any API Key including (a) providing or otherwise making available the API Key to any person other than the Authorized Users without prior written consent from GeoComply, and (b) displaying the API key on a public bulletin board, file transfer protocol site, internet site, chat room, file sharing site, instant messaging service or by any other unauthorized means;
- 6.2.20. Make copies of GeoGuard except for a single copy for back-up or archival purposes; or
- 6.2.21. Upload any data provided by GeoGuard to any application other than the specified Customer Application utilizing GeoGuard.

If Customer becomes aware of any violation of the foregoing by an Authorized User, Customer will promptly suspend such Authorized User's access to GeoGuard and notify GeoComply in writing of the same, and not permit Authorized User to resume such access until GeoComply provides written approval, that will not be unreasonably withheld.

6.3. Setup and Availability of GeoGuard.

6.3.1. **Setup and Provision of GeoGuard.** Subject to Customer's compliance with the terms and conditions of the Agreement, including full and timely payment by Customer of all applicable Fees and any other amounts owed by Customer to GeoComply under the Agreement, GeoComply will: (a) integrate and set up GeoGuard in accordance with the Documentation; (b) reasonably assist Customer to supply GeoComply all technical support and any other assistance and information reasonably necessary to facilitate integration, setup and testing (by GeoComply or its authorized third party) of GeoGuard. GeoGuard will be made available in the English language only.

6.3.2. **Third-Party Suppliers.** If, as a result of actions taken by its Third-Party Suppliers, GeoComply is unable to continue providing GeoGuard in its current form or at all to Customer, GeoComply will use its reasonable efforts to modify or replace GeoGuard such that GeoGuard no longer incorporates the components provided by the applicable Third-Party Supplier and is of comparable quality, and will provide such modified or substituted GeoGuard to Customer accordingly.

6.4. **Changes to GeoGuard.** GeoComply may from time to time modify GeoGuard, or add or modify license keys, authorizations, or other means of controlling access to or use of GeoGuard, for justified commercial, security or operational reasons, including to make any improvements to access and use of GeoGuard. Any such changes to GeoGuard will not prevent Customer from using GeoGuard for the Permitted Purpose. Any such changes will be made without additional cost to Customer, and GeoComply will provide Customer with reasonable advance notice of any such change, in a clear and comprehensive manner and indicating the justified reasons for such change, where required under Applicable Law. If such change materially and negatively impacts Customer's access or use of GeoGuard, GeoComply will inform Customer reasonably in advance of the features and timing of the change.

6.5. Personal Information.

6.5.1. **Customer Compliance.** Customer is solely responsible for ensuring that its access to and use of GeoGuard, including the GeoComply Data and submission of Customer Data to GeoComply, is compliant with all Applicable Data Protection Laws. Customer represents and warrants that in respect of any Customer Data under or in connection with the Agreement that constitutes Personal Information, (a) Customer will provide sufficiently clear, meaningful and prominent legally required notices (including all legally required disclosures) to, and obtain any legal required consent and opt-in authorization from any individual to whom such Personal Information relates

regarding the collection, use and disclosure of such Personal Information, including the processing and use of Personal Information and other Customer Data by GeoComply and its Third-Party Suppliers, and (b) Customer has all necessary rights and authorizations to submit or otherwise make available Customer Data to GeoGuard. Customer is solely responsible for and GeoComply has no liability for the content and presentation of any notices and consent requests Customer delivers, or approves for delivery, to individuals, whether through GeoGuard or otherwise.

- 6.5.2. **Customer Privacy Policy.** Customer will at all times maintain, conspicuously display and abide by a privacy policy or statement that: (a) identifies GeoGuard and fully and accurately discloses the collection, use and storage of Customer Data, including any Personal Information, relating to End Users; (b) complies with all Applicable Data Protection Laws and any applicable requirements, terms, or guidelines required by GeoComply; (c) explains the lawful basis for Customer's and GeoComply's processing of Personal Information where required by Applicable Data Protection Laws; (d) disclose that aggregate, anonymous and de-identified data may be used to improve and develop new products and services; and (e) clearly discloses the Customer's contact information. Customer will respond reasonably promptly to any End User questions regarding its privacy practices.

- 6.6. **AWS Customer Agreement.** Customer agrees to abide by the terms of the AWS Customer Agreement.

7. SUPPORT

- 7.1. **Support.** Any technical support may be offered by GeoComply at its sole discretion. Notwithstanding the foregoing, GeoComply may make available certain support or maintenance for GeoGuard as set forth in Documentation. GeoComply's provision of any such support or maintenance is conditioned upon Customer's reasonably prompt installation of Updates and Upgrades.
- 7.2. **Updates and Upgrades.** GeoComply may make available or deliver to Customer certain Updates or Upgrades to GeoGuard in its sole discretion but has no obligation under the Agreement to do so.

8. OWNERSHIP

- 8.1. **GeoComply's Proprietary Rights.** GeoComply and its Affiliates and Third-Party Suppliers own and reserve all right, title and interest in and to (a) GeoGuard (and any derivative and successor products and services), GeoComply Data (to the extent GeoComply Data is not Customer Data), Documentation, and other data, information or material made available to Customer by or for GeoComply, including any copies of the foregoing and (b) any data, information or materials based on, derived from or otherwise using any of the foregoing (including Usage Data), except for those rights and licenses expressly granted to Customer under the Agreement. Customer will notify GeoComply

promptly if it is notified of, knows of, or has a reasonable belief of an actual, potential, or threatened violation of any of GeoComply's intellectual property rights and provide all information, resources and cooperation reasonably required by GeoComply in connection with such violation.

8.2. **Customer Feedback.** Customer has no obligation to provide GeoComply with Feedback. If, however, Customer provides any Feedback, Customer hereby grants to GeoComply and its designees a worldwide, irrevocable, royalty-free, fully paid-up, sublicensable (through multiple tiers), perpetual right and license to make, use, offer to sell, reproduce, modify, distribute, make available, publicly display, and perform, disclose, and otherwise exploit the Feedback without restriction or obligation. Feedback will not be considered Customer's Confidential Information or its trade secret.

8.3. **Customer Data.** When Customer provides or makes accessible Customer Data to GeoComply, Customer authorizes, and hereby grants the right and license to GeoComply and its designees to use Customer Data to develop, improve, protect, operate, and make available GeoGuard and other GeoComply products and services, to the extent permitted by Applicable Law, consistent with the Privacy Statement.

9. CONFIDENTIALITY

9.1. **Non-Disclosure and Non-Use.** Customer or GeoComply (as the "**Disclosing Party**"), or their respective Affiliates, employees, agents, attorneys, financial advisors, or consultants, may disclose or make available Confidential Information to the other Party (as the "**Receiving Party**") in connection with the Agreement. The Receiving Party will not disclose the Disclosing Party's Confidential Information to any third party without the Disclosing Party's prior written consent, other than to: (a) the Receiving Party's and its Affiliates respective employees, agents, attorneys, financial advisors and consultants who need to know such information to carry out the purposes contemplated by the Agreement on a confidential basis and who are bound by restrictions regarding disclosure and use of such information comparable to and no less restrictive than those set forth in the Agreement; (b) if GeoComply is the Receiving Party, to Authorized Users; and (c) if Customer is the Receiving Party, to third parties who need to know such information to carry out the purposes contemplated by the Agreement and who are bound in writing by restrictions regarding disclosure and use of such information comparable to and no less restrictive than those set forth in the Agreement if (i) Customer provides prior written notice to GeoComply and (ii) such third party or its Affiliates do not provide services substantially similar to GeoGuard to which the Confidential Information relates or are a competitor of GeoComply. Customer will be liable for the use of GeoComply's Confidential Information by any such third party. The Receiving Party will use at least the same degree of care to prevent unauthorized use and disclosure of Confidential Information as the Receiving Party uses with respect to its own confidential information of like importance (but in no event less than a reasonable degree of care). The Receiving Party will only use the Disclosing Party's Confidential Information solely as necessary for the performance of the Receiving Party's obligations under the Agreement or as otherwise expressly permitted by the Agreement.

9.2. **Exceptions.** Without limiting Section 9.1, the Receiving Party may use or disclose Confidential Information to the extent (a) expressly approved by the Disclosing Party in

writing or (b) the Receiving Party is legally compelled to disclose such Confidential Information provided. If permitted by Applicable Law, prior to any such legally compelled disclosure, the Receiving Party will give the Disclosing Party reasonable advance notice of any such disclosure and will cooperate with the Disclosing Party in protecting against any such disclosure and, if applicable, obtaining a protective order narrowing the scope of such disclosure and/or use of the Confidential Information. Notwithstanding the foregoing, GeoComply is expressly authorized (i) to disclose Confidential Information to regulators and law enforcement without notice to Customer in connection with customary reporting, fraud investigations or regulatory requests or licensing requirements, and (ii) to use and disclose anonymous, deidentified and aggregated Usage Data or Customer Data (excluding any Personal Information) without restriction, including in the development of new products and services.

- 9.3. **Return of Confidential Information.** At any time at the Disclosing Party's request, the Receiving Party will promptly return to the Disclosing Party or destroy all materials (in written, electronic or other form) containing the Disclosing Party's Confidential Information, including any copies and extracts thereof, and so certify in writing to the Disclosing Party. It is not a breach of the foregoing obligation to the extent the Disclosing Party's Confidential Information is contained in an electronic file created pursuant to the Receiving Party's routine backup or archiving procedures if such file is not easily deleted and is not generally accessible beyond the need for disaster recovery or similar operations; except as otherwise provided, such Confidential Information contained in an electronic file will remain subject to the confidentiality obligations of the Agreement until it is destroyed. Notwithstanding the foregoing, Customer may use, store and retain any GeoComply Data for a commercially reasonable period of time during the Term and after expiration or termination of the Agreement as required: (a) for record retention purposes imposed by Applicable Law; (b) to respond to governmental, law enforcement or regulatory authorities in response to legitimate and valid inquiries of such third parties to Customer; and (c) for commercially reasonable historical analysis by Customer of events that occurred during the Term, so long as such use remains in compliance with the restrictions in Section 6.2.
- 9.4. **Injunctive Relief.** Without prejudice to any other rights or remedies that the Receiving Party may have under the Agreement or at law, the Receiving Party acknowledges and agrees that, due to the nature of the Confidential Information, any threatened or actual breach of its confidentiality obligations may result in irreparable and continuing damage to the Disclosing Party for which there may be no adequate remedy in damages and accordingly the Disclosing Party will be authorized and entitled to seek injunctive and other equitable relief in addition to any damages or other remedy to which it may be entitled.
- 9.5. **Other Agreements.** This Section 9 will not cancel, terminate, or modify any nondisclosure or confidentiality agreements previously entered into by the Parties. The use and disclosure of Confidential Information shared in connection with the Agreement will be governed by the confidentiality terms of the Agreement and nothing in the previously entered agreements will limit the license or other rights granted to either Party in connection with access or use of GeoGuard and related data.

10. Disclaimers; Limitations of Liability; Indemnification

- 10.1. **Disclaimer of Warranties.** GEOGUARD IS PROVIDED BY GEOCOMPLY ON AN “AS IS” AND “AS AVAILABLE” BASIS. OTHER THAN ANY REPRESENTATIONS AND WARRANTIES EXPRESSLY SET OUT IN THIS AGREEMENT, AND TO THE EXTENT PERMITTED BY APPLICABLE LAW, GEOCOMPLY AND ITS AFFILIATES AND THIRD-PARTY SUPPLIERS EXPRESSLY DISCLAIM ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, REGARDING GEOGUARD, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, RELIABILITY, TITLE, NON-INFRINGEMENT, INTERFERENCE WITH QUIET ENJOYMENT, IMPLIED WARRANTIES ARISING FROM A COURSE OF DEALING OR COURSE OF PERFORMANCE, AND ANY UNDERTAKINGS. GEOCOMPLY DOES NOT WARRANT THAT GEOGUARD WILL OPERATE UNINTERRUPTED OR WITHOUT DELAY OR BE ERROR FREE, OR THAT ALL DEFECTS WILL BE CORRECTED. GEOCOMPLY MAKES NO WARRANTY CONCERNING ACCURACY, AVAILABILITY, INTEGRITY, TIMELINESS OR COMPLETENESS OF ANY RESULTS, DATA OR INFORMATION UTILIZED, STORED OR TRANSMITTED AS PART OF GEOGUARD, OR OBTAINED OR DERIVED THROUGH THE USE OF GEOGUARD. CUSTOMER ACKNOWLEDGES THAT ACCESS TO GEOGUARD MAY BE SUBJECT TO LIMITATIONS, DELAYS AND OTHER PROBLEMS INHERENT IN THE USE OF INTERNET AND ELECTRONIC COMMUNICATIONS. GEOCOMPLY IS NOT RESPONSIBLE FOR DELAYS, DELIVERY FAILURES OR DAMAGE THAT MAY RESULT FROM SUCH PROBLEMS. GEOCOMPLY WILL HAVE NO RESPONSIBILITY FOR ANYTHING IMPACTING OR IMPAIRING CUSTOMER’S OR AN END USER’S USE OF GEOGUARD OR CUSTOMER APPLICATIONS TO THE EXTENT CAUSED BY CUSTOMER, INCLUDING CUSTOMER’S HOSTING OF ANY COMPONENT OF GEOGUARD. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED FROM GEOCOMPLY, THROUGH GEOGUARD, OR ELSEWHERE WILL CREATE ANY WARRANTY OR CONDITION NOT EXPRESSLY STATED IN THE AGREEMENT. GEOCOMPLY WILL HAVE NO OBLIGATIONS TO SUPPORT, OR BE LIABLE IN ANY WAY FOR, ANY VERSION OF GEOGUARD OTHER THAN THE CURRENT VERSION AND IMMEDIATELY PRIOR RELEASED VERSION OF GEOGUARD.
- 10.2. **Limitations of Liability.** IN NO EVENT WILL GEOCOMPLY, ITS AFFILIATES AND ITS THIRD-PARTY SUPPLIERS HAVE ANY LIABILITY (DIRECTLY OR INDIRECTLY) FOR ANY INCIDENTAL, SPECIAL, INDIRECT, CONSEQUENTIAL OR PUNITIVE DAMAGES; LOSS OF PROFITS OR REVENUE; BUSINESS INTERRUPTION OR LOSS OF USE; COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES OR OTHER COVER; OR DAMAGES RESULTING FROM FORCE MAJEURE. GEOCOMPLY’S AGGREGATE LIABILITY ARISING OUT OF OR RELATING TO THE AGREEMENT OR GEOGUARD WILL NOT EXCEED THE AMOUNTS ACTUALLY PAID BY CUSTOMER TO GEOCOMPLY FOR GEOGUARD IN THE SIX (6) MONTHS BEFORE THE RELEVANT DISPUTE. THE LIMITATIONS ON LIABILITY IN THE AGREEMENT WILL APPLY TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW TO ANY DAMAGES OR OTHER LIABILITY, HOWEVER CAUSED AND REGARDLESS OF THE THEORY OF LIABILITY, WHETHER BASED ON CONTRACT, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY), INDEMNIFICATION, RECOURSE, STATUTE OR OTHERWISE, AND EVEN IF GEOCOMPLY AND ITS AFFILIATES AND THIRD-PARTY SUPPLIERS HAVE BEEN

ADVISED OF THE POSSIBILITY OF THE LIABILITY OR THE LIABILITY IS OTHERWISE FORESEEABLE, AND REGARDLESS OF WHETHER THE LIMITED REMEDIES IN THE AGREEMENT FAIL OF THEIR ESSENTIAL PURPOSE.

- 10.3. **Indemnification.** Customer will (a) at GeoComply's option, defend GeoComply and its Affiliates and Third-Party Suppliers and each of their officers, employees, independent contractors and agents ("**GeoComply-Related Parties**") against any claim, suit or proceeding ("**Claim**") arising out of or relating to: (i) Customer's or any of its Authorized Users' access to or use of GeoGuard; (ii) Customer's breach of the Agreement, or any acts or omissions that, if true, would be a breach of the Agreement; and (iii) Customer's breach or alleged breach of any Applicable Law, and (b) pay any final judgments awarded to such party by a court of competent jurisdiction and reasonable settlement amounts related to the Claim and any reasonable attorneys' fees and costs incurred in connection with the Claim. Customer may not enter into a settlement under this Section 10.3 without GeoComply's prior written approval. GeoComply will provide Customer prompt written notice of, and all information and assistance reasonably requested by Customer in connection with, the defense or settlement of any such Claim.

11. Term; Termination; Suspension

- 11.1. **Term.** The term of this Agreement will commence on the Effective Date and will remain in effect until expiration or termination in accordance with this Agreement or as set forth in the AWS Marketplace when Customer purchased access to GeoGuard ("**Term**").

11.2. Termination.

- 11.2.1. **For Breach.** Either Party may terminate this Agreement if the other Party is in material breach of this Agreement and fails to cure such breach within thirty (30) days after written notice of the breach. Notwithstanding the foregoing, GeoComply may terminate this Agreement upon written notice to Customer if: (a) GeoComply reasonably and in good faith believes that Customer's actions or omissions threaten GeoComply's material compliance with any Applicable Law and any applicable licenses and regulatory approvals GeoComply may have, and GeoComply has provided Customer written notice of the basis of such belief and Customer has failed to take the necessary steps to materially resolve such basis by the earlier of (i) thirty (30) days from receipt of such written notice or (ii) the date required by the regulatory authority or in order for GeoComply to fully protect its applicable licenses and regulatory approvals; or (b) GeoComply reasonably believes Customer is failing to comply with its material obligations under Section 6.2.

- 11.2.2. **For Insolvency.** Either Party may terminate the Agreement upon written notice to the other Party if the other Party: (a) becomes subject to bankruptcy or insolvency proceedings; (b) becomes insolvent, makes an arrangement with or affecting its creditors (including an assignment for the benefit of a creditor) to commence a process of liquidation; (c) has a receiver or trustee appointed; (d) ceases or threatens to cease to carry on business; or (e) claims the benefit of any statutory moratorium.

- 11.2.3. **Effect of Termination or Expiration.** Upon expiration or termination of the Agreement, Customer's rights with respect to GeoGuard will end. Except as may be expressly provided in this Agreement, promptly upon expiration or termination of this Agreement, Customer will: (a) stop all access to and use of GeoGuard; (b) uninstall and destroy any and all copies of any Software, Documentation, tools, materials, services or information made available by GeoComply in connection with or as part of GeoGuard; (c) clear any Customer-side GeoComply Data; and (d) remove and any all references to GeoGuard from the Customer Applications. At GeoComply's request, Customer will certify in writing to GeoComply its compliance with the provisions of this Section 11.2.3. Customer will remain liable for all fees and charges incurred by its access to and use of GeoGuard.
- 11.2.4. **Survival.** The following sections of this Agreement, and any other sections and provisions of this Agreement which by their terms or nature must survive for interpretation or enforcement of this Agreement, will survive expiration or termination for any reason: Section 1 (Definitions), Section 6.2 (License Restrictions), Section 8 (Ownership), Section 9 (Confidentiality), Section 10 (Disclaimers; Limitations of Liability; Indemnification), Section 11.2.3 (Effect of Termination or Expiration), 11.2.4 (Survival) and Section 12 (General).

11.3. **Suspension.**

- 11.3.1. **Suspension of GeoGuard.** GeoComply may suspend Customer's right to access or use any portion or all of GeoGuard (including exploitation of GeoGuard by Customer Applications) immediately upon notice to Customer if GeoComply determines, in its sole discretion, to suspend provision of GeoGuard on a general and temporary basis (including for scheduled maintenance). GeoComply will use reasonable efforts to notify Customer in advance of any such suspension.
- 11.3.2. **Suspension for Cause.** In addition to and without limiting GeoComply's suspension rights under Section 3.2, Section 5.3, and Section 11.3.1, GeoComply may suspend Customer's right to access or use any portion or all of GeoGuard (a) immediately upon notice to Customer if GeoComply determines, in its sole discretion, that Customer's conduct or failure to act: (i) may pose a security risk or otherwise adversely impact GeoGuard, systems or other users, or (ii) constitutes or enables tampering with, removing, disabling or otherwise limiting the effectiveness of any technical protections; or (b) upon ten (10) days' notice if GeoComply determines, in its sole discretion, that Customer's conduct or failure to act: (i) subject GeoComply, its Affiliates or its Third-Party Suppliers to liability; or (ii) constitutes a material breach of Section 6.2. In the event of any such suspension, GeoComply will provide promptly Customer with notice of the suspension and a reasonably detailed explanation of the reason for such suspension. GeoComply will use commercially reasonable efforts to re-establish Customer's access to GeoGuard after GeoComply determines, in its sole discretion, that the cause of the suspension has been resolved to GeoComply's satisfaction. If Customer fails to cure and resolve the cause of the suspension, then

notwithstanding any cure periods set forth in the Agreement or other termination rights in the Agreement, GeoComply may, but is not required to, terminate this Agreement immediately upon written notice to Customer. Any suspension under this Section will not excuse Customer's payment obligations under the Agreement during the period of such suspension.

12. General

- 12.1. **Performance by GeoComply.** GeoComply will have the right to use third-party service providers, subcontractors, and Affiliates to perform any of its obligations and exercise any of its rights under the Agreement, and in such event, GeoComply will remain responsible for such obligations and exercise of rights.
- 12.2. **Force Majeure.** Neither Party will be liable for any failure or delay in performance under the Agreement (other than for delay in the payment of Fees due and payable under the Agreement) to the extent due to unforeseen circumstances or causes beyond its reasonable control and occurring without its fault and negligence, including acts of God, earthquake, fire, flood or other natural disaster or significant climate event, pandemic or other public health emergency, sanctions, embargoes, trade controls, strikes, lockouts or other labor disturbances, civil unrest, failure, unavailability or delay of service providers or licensors, riots, terrorist or other malicious or criminal acts, protests or civil unrest, war, failure or interruption of the internet or third party internet connections or infrastructure, power failures, compliance with any law or governmental order, rule, regulation or direction, and acts of civil and military authorities ("**Force Majeure**"). The affected Party will give the other Party prompt written notice (when possible) of the failure to perform and use its reasonable efforts to limit the resulting delay in its performance. The dates by which any performance of obligations is scheduled to be met will be extended for a period of time equal to the time lost due to any delays so caused. For the avoidance of doubt, Customer will not be released from its payment obligations under the Agreement as a result of a Force Majeure event.
- 12.3. **Audit.** During the Term and for one (1) year thereafter, GeoComply or GeoComply's designated agent may, upon reasonable notice to Customer, audit Customer's books, records and facilities to verify the installation of, access to, and use of GeoGuard by Customer and its Authorized Users and Customer's compliance with the terms and conditions of the Agreement, and any Applicable Law, including Applicable Data Protection Laws. Customer may not take any steps to avoid or defeat the purpose of any such verification measures and will reasonably cooperate with GeoComply to facilitate GeoComply's audit. With respect to any audit or inspection of Customer's facilities, at Customer's request, GeoComply will use a third-party independent contractor that will be required to enter into a non-disclosure agreement containing confidentiality provisions substantially similar to those set forth in the Agreement to protect Customer's proprietary information. If any audit reveals an underpayment by Customer, GeoComply may, but is not required to, invoice Customer for such underpayment in accordance with GeoComply's standard policies. Customer will pay such invoice in accordance with the payment terms of the Agreement. GeoComply will pay for any audits, unless an audit reveals that Customer has underpaid by more than 5% of the fees in any three (3) month period, in which case Customer will reimburse GeoComply for its reasonable audit costs. GeoComply reserves the right to seek any other remedies available at law or in equity.

12.4. Trade Control Laws.

- 12.4.1. **Compliance.** Customer, its Affiliates, and their respective directors, employees, contractors will comply with all applicable laws and regulations on export, import, economic sanctions, and antiboycott, including but not limited to: the Export Administration Regulations administered by the U.S. Department of Commerce's Bureau of Industry and Security); the Foreign Trade Regulations administered by the U.S. Department of Commerce's Bureau of the Census, the U.S. Customs and Border Protection regulations administered by the U.S Department of Homeland Security; the International Traffic in Arms Regulations administered by the U.S. Department of State's Directorate of Defense Trade Controls; economic sanctions regulations administered by the U.S. Department of the Treasury's Office of Foreign Assets Control; and Applicable Law on export, import, economic sanctions, and antiboycott outside the United States where Customer, its directors, employees, contractors, and Affiliates conduct business (collectively, "**Trade Controls**"). Customer will comply with, and be solely responsible for compliance with, all applicable Trade Controls related to Customer's access to and use of GeoGuard, and Customer will establish and maintain controls, policies, and procedures to comply with applicable Trade Controls.
- 12.4.2. **Representations and Warranties.** Customer represents and warrants that none of Customer, its directors, employees, contractors, or Affiliates: (a) are individuals or entities identified on, or owned or controlled by or acting on behalf of entities identified on applicable Trade Controls restricted party lists (such as the List of Specially Designated Nationals and Blocked Persons, Foreign Sanctions Evaders List, Denied Persons List, Unverified List, and Entity List) (collectively, "**Restricted Parties**"); (b) are entities owned or controlled by one or more Restricted Parties; (c) do business in countries or regions subject to comprehensive Trade Controls, including Cuba, Iran, North Korea, Syria, and the Crimea, Donetsk and Luhansk regions of Ukraine, ("**Sanctioned Countries**") or with government-affiliated entities in Sanctioned Countries; (d) will engage in or facilitate any activities with Sanctioned Countries or Restricted Parties; (e) are located in or operating under a license issued by a jurisdiction identified (i) by the U.S. Department of State as a sponsor of international terrorism, (ii) by the U.S. Secretary of the Treasury as warranting special measures due to money laundering concerns, or (iii) as noncooperative with international anti-money laundering principles or procedures by an intergovernmental group or organization of which the United States is a member.
- 12.4.3. **Export Controls.** Neither Customer, its directors, employees, contractors, or Affiliates, will (i) engage in or facilitate activities directly or indirectly related to any end-uses that are restricted by Trade Controls or (ii) export, re-export, store, host or otherwise transfer Customer's data (or data licensed to Customer), information, services or other activities subject to any applicable export licensing requirement or authorization under Trade Controls without obtaining the appropriate export license or authorization, and will at all times

comply with the terms and conditions of such export licenses and authorizations. Upon the request of GeoComply, Customer will notify GeoComply of the applicable export control classifications applicable to its products, software and technology, and any export licenses or authorizations.

- 12.5. **Anti-Bribery and Anti-Corruption.** Customer represents and warrants that it is familiar with the U.S. Foreign Corrupt Practices Act, and all other Applicable Law regarding anti-corruption and anti-bribery, and Customer, Customer's Affiliates, and each of their directors, employees, and every other person working on their behalf has not and will not, in connection with the transactions contemplated by the Agreement or involving GeoComply or its Third-Party Suppliers, make, nor permit the making of on its behalf, any payment or transfer or transfer anything of value, directly or indirectly to: (a) any governmental official or employee (including employees of government owned and government controlled corporations and public international organizations); (b) any political party, official of a political party, or candidate for public office; (c) an intermediary for payment to any of the foregoing; (d) any other person or entity in a corrupt or improper effort to obtain or retain the subject contract or any commercial advantage, such as a permit or license to do business, in connection with the subject contract; or (e) any other person or entity if the payment or transfer would violate the laws of the country in which the payment or transfer is made or the laws of the United States.
- 12.6. **Assignment.** Neither Party may, directly or indirectly, assign or transfer the Agreement, or delegate any of its rights or obligations under the Agreement, whether by operation of law, contract or otherwise, without the prior written consent of the other Party, and any attempt to do so in breach of the foregoing will be null and void. Notwithstanding the foregoing, either Party may assign the Agreement and delegate its obligations under the Agreement to any Affiliate or in connection with a Change of Control without the other Party's consent, subject to the purported assignee obtaining all necessary regulatory licenses and/or approvals as applicable; however, Customer may not assign the Agreement or delegate its obligations under the Agreement to a party that provides services substantially similar to those provided by GeoComply to Customer or other competitor of GeoComply. Additionally, notwithstanding the foregoing, GeoComply's financing transactions and related assignments will not require Customer's consent and will not be restriction by this Section. Subject to the foregoing, the Agreement will be binding upon and inure to the benefit of the Parties and their respective successors and assigns.
- 12.7. **Notice.**
- 12.7.1. **To GeoComply.** Any notices by Customer to GeoComply will be sent by prepaid first class recorded delivery to 200-545 Robson Street, Vancouver, British Columbia, Canada, V6B 1A6 or any other address as GeoComply may designate to Customer in writing from time to time. Such notices will be effective when received by GeoComply. Copies of all notices to GeoComply must also be sent to legal@geocomply.com.
- 12.7.2. **To Customer.** GeoComply will deliver all notices, approvals or other communications required or permitted under this Agreement: (a) via e-mail (in each case to the address provide by Customer); or (b) in any other manner

deemed reasonable by GeoComply that involves specific notification to Customer. For notices made by e-mail, the date of receipt will be deemed the date on which such notice is transmitted.

- 12.8. **Publicity.** Neither Party will make any announcement or issue any press release relating to the Agreement or its subject matter without the prior written approval of the other Party except as required by law or by any legal or regulatory authority. Notwithstanding the foregoing, GeoComply and its designees may identify Customer as a customer of GeoComply and use Customer's name and logo for the purpose of advertising or publicizing GeoGuard but not to brand GeoGuard.
- 12.9. **Independent Contractors.** GeoComply and Customer are independent contractors, and neither Party, nor any of their respective Affiliates, is an agent, partner, or joint venturer of the other Party for any purpose or has the authority to bind the other Party.
- 12.10. **Entire Agreement; No Waiver.** This Agreement (including schedules, exhibits and addenda attached to or otherwise referenced in this Agreement), constitutes the entire agreement and understanding of the Parties relating to the subject matter of the Agreement and supersedes any previous agreement or understanding between the Parties in relation to such subject matter. Failure to enforce or exercise any provision of the Agreement is not a waiver of such provision unless such waiver is specified in writing and signed by the party against which the waiver is asserted.
- 12.11. **Modification; Amendment.** No modification or amendment to the Agreement will be valid unless it is in writing and signed by or on behalf of each of the Parties to the Agreement. Notwithstanding the foregoing, to the extent such modifications do not materially expand Customer's obligations, increase Customer's Fees, or limit Customer's rights under the Agreement, GeoComply may make reasonable modifications to the Agreement, including as a result of any changes to the terms and conditions (a) in GeoComply's agreements with its Third-Party Suppliers and (b) to address any Applicable Law. GeoComply will use reasonable efforts to provide promptly Customer notification of any such modifications once made effective.
- 12.12. **Severability; Interpretation.** If and to the extent any portion of the Agreement is held to be invalid or unenforceable, then the remaining portions of the Agreement will remain in full force and effect. Any invalid or unenforceable portions will be interpreted to effect the intent of the original portion. If such construction is not possible, the invalid or unenforceable portion will be severed from the Agreement, but the rest of the Agreement will remain in full force and effect. Any reference in the Agreement to "days" are to calendar days unless otherwise specified. The words "including" and "for example" or "e.g.," and words of similar import, are not limiting or exclusive and will be deemed followed by "without limitation," whether or not such language is included. Section and other headings are for ease of reference only and are not to be used to interpret the meaning of any provision. Any rights and remedies provided for in the Agreement are cumulative and are in addition to, and not in lieu of, any other rights and remedies available under Applicable Law.
- 12.13. **Further Assurances.** Each Party will do and perform, or cause to be done and performed, all such further acts and things, and will execute and deliver all such other

agreements, certificates, instruments and documents, as the other Party may reasonably request in order to carry out the intent and accomplish the purposes of the Agreement and the consummation of the transactions contemplated hereby, including without limitation communications and certifications made to any regulatory authority with jurisdiction over the Parties.

- 12.14. **No Third-Party Beneficiaries.** The Agreement does not create any third-party beneficiary rights in any Person that is not a party to the Agreement.
- 12.15. **Regulatory Oversight.** The Parties acknowledge that certain Parties are subject to regulatory oversight and each Party acknowledges and agrees: (a) the Agreement may be subject to the continued approval of any regulatory authority with jurisdiction over such Party with respect to the territory governed by such regulatory authority; (b) notwithstanding anything to the contrary in Section 9, such Party may disclose the Agreement to such regulatory authorities without notice for the purposes of review and approval thereof; and (c) if, at any time, any such regulatory authority requires or recommends that such Party terminate the Agreement or GeoGuard, or elects to disapprove, revoke, suspend or limit in any manner a Party's licensure or applicable registration, the Party causing the issue (the "**Affected Party**") will terminate any relationship or take any action to remedy the matter within the earlier of (i) ten (10) days after receiving written notice of the matter or (ii) the time period for remediation set by the applicable regulatory authority. If such Affected Party cannot timely and appropriately remediate the matter to the satisfaction of the other Party and applicable regulatory agencies, notwithstanding any cure periods set forth in the Agreement, the other Party may terminate the Agreement immediately.
- 12.16. **Counterparts; Execution.** The Agreement may be executed in any number of counterparts and by the Parties to it on separate counterparts, each of which will be an original, but all of which together will constitute one and the same instrument. The Agreement is not effective until each Party has executed at least one counterpart. Signatures to the Agreement may be made and delivered electronically.
- 12.17. **Arbitration.** The Agreement and the relationship between the Parties will be governed by and construed in accordance with the laws of the state of New York without regard to its conflicts of law principles. The provisions of the United Nations Convention on the International Sale of Goods will not apply to the Agreement. All disputes arising out of or relating to the Agreement will be referred to and finally resolved by binding arbitration under the Rules of Arbitration of the International Chamber of Commerce by one or more arbitrators appointed in accordance with the said Rules of Arbitration. The seat, or legal place, of arbitration will be the Borough of Manhattan, New York. The language of arbitration will be English. The Emergency Arbitrator Provisions will not apply. Except in respect of disputes falling under the Arbitration Exceptions, the Parties agree that they are each waiving the right to a trial by jury. The arbitration award will be final and binding on the parties. Judgment upon the award may be entered by any court having jurisdiction of the award or having jurisdiction over the relevant party or its assets. Notwithstanding the agreement to arbitrate above, or the provisions of the Rules of Arbitration of the International Chamber of Commerce, the Parties agree that the obligations under this Section will not apply to any claim (including to seek injunctive

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relief) by a Party: (i) to enforce its intellectual property rights, including claims relating to any actual or alleged infringement of a Party's copyrights, patents or patent applications, trademarks, or trade secrets; or (ii) for any breach of confidentiality under the Agreement (the "**Arbitration Exceptions**").