



## DATA SERVICES AGREEMENT

By and between Camgian Microsystems Corporation (“Camgian”), a Mississippi corporation with its principal place of business in Starkville, Mississippi, and the party identified as “Subscriber” in the signature block at the end of this agreement (“Subscriber”), including for each party its successors and permitted assigns.

*Context of this agreement:* Camgian provides traffic data services that can yield valuable operational and business insights. Subscriber desires to engage Camgian to deliver such services, and Camgian desires to provide such services.

*Substance of this agreement:* In consideration of their mutual covenants herein, plus other good and valuable consideration, receipt and sufficiency of which are acknowledged, the parties agree as follows:

### 1. ATTACHMENTS

The following documents are incorporated by reference into this agreement:

ATTACHMENT A	SITE(S) AND DATA SUBSCRIPTION
ATTACHMENT B	PRICING AND TERM

### 2. DEFINITIONS

**Data** means analytical traffic data gathered by and/or provided to Client by Camgian.

**Confidential Information** means information that is proprietary to a party and is not generally known other than by that party, including but not limited to any “trade secret” as the term is defined in the Uniform Trade Secrets Act. “Confidential Information” does not include information rightfully received from a third party without a duty of confidentiality.

### 3. SITE AND DATA SUBSCRIPTION

- a. Camgian shall provide Data to Subscriber in accordance with the description in Attachment A.
- b. Camgian shall provide and operate, at its own expense, all equipment that Camgian, in its sole discretion, deems necessary and appropriate to collect the Data to be provided to Subscriber pursuant to this agreement.

### 4. PAYMENT

Subscriber shall pay Camgian as set forth in Attachment B.

### 5. RELATIONSHIP OF THE PARTIES

The parties are independent contractors, not partners or joint venturers. Neither party may act as, or hold itself out as, an agent of the other. There are no third-party beneficiaries of this agreement.

### 6. INTELLECTUAL PROPERTY

Camgian owns the copyright to all Data. Camgian grants to Subscriber a perpetual, worldwide, royalty-free non-exclusive (unless Attachment A specifies exclusive) license to use Data for Subscriber’s own purposes, to reproduce the Data, and to prepare derivative works thereof, but not to distribute or sublicense the Data.

## 7. CONFIDENTIAL INFORMATION

- a. Data.** All Data is the Confidential Information of Camgian. Studies, reports, analyses, and the like, that are produced using Data are the Confidential Information of both Camgian and Subscriber, but Subscriber need not reveal to Camgian any such studies, reports, or the like.
- b. General.** To the extent that either party (the “disclosing party”) discloses to the other party (the “recipient”) Confidential Information, the recipient will hold it in strict confidence. Either party may allow its affiliates, or its or their employees, officers, directors, consultants, auditors, advisors, subcontractors, and/or independent contractors or other representatives (those of the foregoing to whom Confidential Information is disclosed hereunder will be referred to herein as the recipient’s “Representatives”) to access Confidential Information supplied by the other party, provided that such disclosure is based on a reasonable need-to-know, and also provided that the recipient ensures that all such Representatives to whom Confidential Information is disclosed protect it to the same degree as the Recipient itself does. A recipient may disclose the disclosing party’s Confidential Information to the extent such disclosure is requested or required by applicable law, rule, regulation, or legal process, or in connection with any examination, investigation or procedure of, under or before any governmental agency, self-regulatory organization or court of competent jurisdiction, provided that the recipient gives the disclosing party reasonable notice (to the extent reasonably practicable and not prohibited under the circumstances) prior to such disclosure, affording the non-disclosing party the opportunity to contest the disclosure at its own expense. The foregoing notice requirement does not apply to any disclosure to a regulator during the course of such regulator’s routine examination, investigation or inspection of Subscriber or its Representatives.
- c. Substance of this Agreement.** Although the existence of this agreement is not Confidential Information, without Subscriber’s prior written consent, Camgian will not disclose to third parties the fact that Subscriber or any of its affiliates are present or former clients of Camgian; make other disclosures to third parties regarding Subscriber, its affiliates, or any of their personnel; advertise, publicly announce, or otherwise publicly state that it is providing services hereunder; or otherwise use the name of Subscriber or any of its affiliates in any advertising or promotional materials, including but not limited to any published list of clients, website displays or other marketing materials.
- d. Subscriber Freedom of Action.** Camgian acknowledges that Subscriber and its affiliates (which term includes investment vehicles managed by Subscriber and/or its affiliates) (collectively, “Recipient Parties”) are engaged in the purchase and sale of securities of numerous companies, and the ownership and operation of various businesses, and that they may from time to time own, purchase or sell securities of or possess information with respect to various companies, including those that may be in the same or related businesses as Camgian. Accordingly, notwithstanding anything to the contrary in this agreement, nothing in this agreement will be construed to restrict, limit or prevent in any manner (i) the ability of Recipient Parties to make investments and trade securities, which activities are governed by applicable securities laws, (ii) the ability of the Recipient Parties to conduct internal business activities, including the development or provision of internal processes, tools or services, (iii) the ability of Recipient Parties to operate any lines of business, or (iv) the activities of any person or entity that has not been furnished with Confidential Information hereunder.

## 8. CAMGIAN'S WARRANTIES AND LIMITATIONS THEREOF

- a. Non-infringement.** Camgian warrants that the Data does not and will not infringe or otherwise violate any third party intellectual property or other proprietary rights.
- b. Compliance with Applicable Law.** Camgian represents and warrants that its performance of its obligations hereunder, including, without limitation, the deployment and location of various types of sensors, will at all times materially comply with all applicable local, state and federal laws, rules and regulations, including privacy and zoning laws.
- c. No Delivery of PII.** Camgian will use commercially reasonable efforts to ensure the that Data will never include any personally-identifiable Information regarding any individual.
- d. Disclaimer.** All Data is provided "as is." THE WARRANTIES SET FORTH HEREIN ARE THE ONLY WARRANTIES MADE BY CAMGIAN. CAMGIAN EXPRESSLY DISCLAIMS ANY OTHER REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, OR ANY IMPLIED WARRANTIES ARISING OUT OF USAGE OF TRADE, COURSE OF DEALING, OR COURSE OF PERFORMANCE.
- e. Limitation of remedies; indemnification.** Camgian's liability for breach of the warranty of noninfringement as set forth in paragraph 8.a is unlimited. Camgian will defend, indemnify and hold harmless Subscriber and its affiliates from and against all claims, actions, suits or proceedings and reasonable costs (including reasonable out-of-pocket attorneys' fees), damages, interest and liabilities imposed on or incurred by Subscriber or its affiliates arising out of, or relating to any breach of warranty of non-infringement. Camgian's liability for breach of any other warranty is limited to a refund of the amounts Subscriber has paid Camgian for its services for the period in question. IN NO CASE WILL CAMGIAN BE LIABLE FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, OR SPECIAL DAMAGES, EVEN IF CAMGIAN HAS BEEN ADVISED REGARDING, OR SHOULD HAVE KNOWN, THE POSSIBILITY OF SUCH DAMAGES.
- f. Force majeure etc.** Notwithstanding any other provision of this agreement, Camgian will not be responsible for delay or non-delivery of Deliverables resulting from *force majeure*.

## 9. SUBSCRIBER'S WARRANTY

Subscriber warrants that it will not combine, or permit the combination of, Data with any third-party data that would result in the creation of "personal data" as defined in the European General Data Protection Regulation (GDPR), Regulation (EU) 2016/679, 27 April 2016.

## 10. TERM

This data services agreement will be effective for the period ("Term") described in Attachment B.

## 11. TERMINATION

This agreement may be terminated in any of the following ways:

- a.** Automatically, if the parties have not agreed to renew by the end of the then-current Term.
- b.** By either party immediately, upon written notice to the other party that the other party is in material breach of this agreement and (i) such breach is incapable of cure, or (ii) such breach is capable of cure and the breaching party has failed to cure such breach within 30 days of receipt of written notice thereof. In the event Subscriber terminates this agreement pursuant to this paragraph, Camgian will promptly provide a refund to Subscriber in an amount equal to the pro-rata portion of any prepayments attributable to the post-termination period.

## **12. CONSEQUENCES OF TERMINATION**

Upon termination of this agreement, the obligations of the parties pursuant to paragraphs 3 and 4 will terminate, but all other provisions of this agreement will continue to have residual effect.

## **13. DISPUTE RESOLUTION**

The parties shall attempt to resolve all disputes arising out of this agreement in a spirit of cooperation without formal proceedings. Any dispute which cannot be so resolved (other than a request for injunctive relief or collection of undisputed amounts owed) will, upon the written demand of either party, be subject to mandatory mediation, which, if not successful, will be followed by mandatory arbitration. Mediation shall take place within 30 days of the receipt of the written demand, by conference hookup or at a physical location if the parties so agree. The mediation shall take place before a mediator chosen by the parties. Each party shall pay half the cost of the mediator. If the mediation is not successful, or if the parties agree to skip mediation, arbitration shall proceed forthwith as follows: Within 30 days after the end of the mediation or after the parties agree to skip mediation, whichever applies, the dispute will be resolved by arbitration to take place in Atlanta, Georgia under the auspices of the American Arbitration Association (“AAA”), pursuant to its then-current commercial arbitration rules. Each party shall pay half the costs of the arbitration proceeding, but otherwise shall bear its own costs. The powers of the arbitrator will be limited to interpreting this Agreement as written. The arbitrator will not have the authority to award punitive damages or any other form of relief not contemplated in this Agreement. Regarding each issue submitted to arbitration, the arbitrator shall issue a reasoned opinion explaining the basis upon which it was arrived at. The award of the arbitrator will be final and binding, and judgment upon the award, if any, rendered by the arbitrator may be entered in any court having jurisdiction thereof. Except as may be required by law, neither a party nor an arbitrator may disclose the existence, content, or results of any arbitration hereunder without the prior written consent of both parties.

## **14. NOTICES**

Notices by either party to the other will be deemed effective when hand-delivered, or when delivered if sent via any means of return-receipt delivery, or when transmitted electronically as long as the original confirmation of transmission is retained, using the most recent contact information provided in writing by the party to whom such notice is sent.

## **15. PARTIAL INVALIDITY**

If any of the terms of this agreement are declared invalid by a competent tribunal, the remaining terms shall remain in effect.

## **16. NON-WAIVER**

The failure of either party to make full use of its rights under any portion of this agreement is neither a waiver nor a course of dealing.

## **17. LIMITATIONS ON ASSIGNMENT AND DELEGATION**

Neither party to this agreement may assign any right or delegate any duty arising out of this agreement, without the prior express written consent of the other party; provided that Camgian may use subcontractors to provide its services hereunder. Any contrary attempt will be void.

## **18. ENTIRE AGREEMENT**

This agreement constitutes the entire agreement of the parties with respect to the subject matter hereof, and supersedes all prior agreements. It may be amended only in writing. If any provision(s) of this agreement are determined by a competent tribunal to be unenforceable, the remaining provisions will survive, and this agreement will be construed to the extent possible as though the

unenforceable provisions had survived.

**19. APPLICABLE LAW, JURISDICTION, VENUE**

New York law governs this agreement, without regard to its conflict of laws principles. For purposes of enforcing any arbitration award or for injunctive relief, the parties will accept jurisdiction and venue in any court of competent jurisdiction where either party is located.

DATED: \_\_\_\_\_

**SUBSCRIBER**

**CAMGIAN MICROSYSTEMS CORPORATION**

\_\_\_\_\_  
*(correct legal name)*

\_\_\_\_\_  
*by (signature)*

\_\_\_\_\_  
*by (signature)*

\_\_\_\_\_  
*print name*

\_\_\_\_\_  
*print name*

\_\_\_\_\_  
*Title*

\_\_\_\_\_  
*Title*

**CONTACT INFORMATION**

	name	
	title	
	address	
	phone	
	email	

**ATTACHMENT A**  
**SITE(S) AND DATA SUBSCRIPTION**

**ATTACHMENT B**  
**PRICING**