

SEERIST MASTER SUBSCRIPTION AND END USER LICENCE AGREEMENT FOR THE SEERIST PLATFORM, API AND ESRI DATA SERVICES

These terms and conditions create a contract between You and Us (the “**Agreement**”). Please read the Agreement carefully as this Agreement governs your acquisition and use of our data and services. Our service, the Seerist Platform, API and Esri data services and all data sets integrated into the system. If you register for a free or paid trial the Seerist Platform, API and Esri data services, this Agreement will also govern that free or paid trial.

If you are entering into this Agreement on behalf of a company or other legal entity, you represent that you have the authority to bind such entity and its affiliates to these terms and conditions, in which case the terms “You” or “Your” shall refer to such entity and its affiliates. If you do not have such authority, or if you do not agree with these terms and conditions, You must not sign this document and You may not use our data and services.

You also may not access or use our data and services for purposes of monitoring the availability, performance or functionality of any Seerist service or for any other benchmarking or competitive purposes. All proprietary rights and intellectual property remains the sole property of Us. It is effective between You and Us as of the date You accept this Agreement.

1. DEFINITIONS

“**Affiliate**” means any entity which You directly or indirectly Control, Controls, indirectly or directly, You, or is under common Control with You. “**Control**” for purposes of this definition, means direct or indirect ownership or control of more than 50% of the voting interests of You or an Affiliate.

“**Applicable Laws**” means any applicable law from any jurisdiction from which a User accesses and uses the Seerist Platform, API and Esri data services, or any laws that purport to have jurisdiction and includes all applicable Privacy Laws.

“**Indexed Content**” means information, including but not limited to links, posts, and excerpts, that has been obtained by Us or on Our behalf from publicly available sources, and data derived therefrom, including but not limited to reports, summaries, graphs and charts. An individual link, post or excerpt of Indexed Content may be referred to as a “**Mention**”.

“**Malicious Code**” means viruses, worms, time bombs, Trojan horses and other harmful or malicious code, files, scripts, agents or programs.

“**Non-Social Applications**” means online applications and offline software products that are provided by entities or individuals other than Us and are clearly identified as such, and that interoperate with the Seerist Platform, API and Esri data services.

“Order Form” means the Purchase Order, or equivalent document, and any ancillary documents for placing orders for the Seerist Platform, API and Esri data services hereunder that are entered into between You and Us or any of Our Affiliates from time to time, including addenda and supplements thereto. Order Forms shall be deemed incorporated herein by reference.

“Privacy Laws” means all Applicable Laws relating to personal information, privacy and personal data and the regulations made thereunder, together with all amendments, restatements and replacements made from time to time to such Privacy Laws.

“Purchase Order” means Our standard purchase order form or an equivalent form provided by You and approved by Us.

“The Seerist Platform, API and Esri data services” means the products and services offered by Us under the name “Seerist” that You subscribe to from Us pursuant to the terms of this Agreement. The Seerist Platform, API and Esri data services excludes Third-Party Social Platform, API and Esri data services, Indexed Content, and external data providers.

“Third-Party Social Platform, API and Esri data services” means a third-party social-media website for which You use the Seerist Platform, API and Esri data services or from which We receive Indexed Content for the the Seerist Platform, API and Esri data services, such as Facebook, Twitter, Instagram, or YouTube.

“Users” means individuals who are authorized by You to use the Seerist Platform, API and Esri data services, for whom a subscription to the Seerist Platform, API and Esri data services have been ordered, and who have been supplied user identifications and passwords by You (or by Us at Your request). Users may include but are not limited to Your employees, consultants, contractors and agents, and third parties with which You transact business, but all users are bound by the terms and conditions of this Agreement.

“We,” “Us” or “Our” means the Seerist, Inc.

“You” or “Your” means the party accepting this Agreement and Affiliates of that party. If You are an agency purchasing the Seerist Platform, API and Esri data services on behalf of Your clients, the terms “You” or “Your” shall include such clients, provided that You shall be responsible for such clients’ compliance with Your obligations under this Agreement, for any breach of those obligations by such clients, and for payment for the Seerist Platform, API and Esri data services purchases on behalf of such clients.

“Your Data” means any electronic data or information submitted by You or for You to the Seerist Platform, API and Esri data services, or is collected and processed for You (whether by Us or otherwise) using the Seerist Platform, API and Esri data services, excluding Indexed Content.

2. PURCHASED SEERIST PLATFORM, API AND ESRI DATA SERVICES

2.1 Provision of the Seerist Platform, API and Esri data services. We shall make the Seerist Platform, API or Esri data services available to You pursuant to this Agreement and the Order Form during each subscription term set out on the Order Form.

2.2 Subscriptions. Unless otherwise specified in the Order Form, the Seerist Platform, API and Esri data services is purchased as subscriptions and may be accessed only in accordance with the Order Form and this Agreement.

3. USE OF THE SEERIST PLATFORM, API AND ESRI DATA SERVICES

3.1 Our Responsibilities. We shall: (i) provide Our basic support for the Seerist Platform, API and Esri data services to You at no additional charge, and/or upgraded support if purchased; and (ii) use commercially reasonable efforts to make the Purchased Seerist Platform, API and Esri data services available 24 hours a day, 7 days a week, except for: (a) planned downtime (of which We shall give at least 8 hours notice online via the Seerist Platform, API and Esri data services or via email or (b) any unavailability caused by circumstances beyond Our control. You acknowledge and agree that as a service We are not capable of monitoring all Users and therefore cannot be held responsible for the manner in which any User uses the Indexed Content made available, including if it is in violation of any Applicable Laws. You acknowledge and agree that You and all Users shall adhere to each of Your Responsibilities as set out in Section 3.4 hereof, which are in all cases subject to Our right of termination outlined therein.

3.2 Exclusions from Uptime Obligations. Notwithstanding Section 3.1 hereof, We shall have no obligation or liability relating to problems using the Seerist Platform, API and Esri data services arising from Your equipment, software, hardware, network connections, general internet problems, or any integration between Your equipment, software, hardware or network with the Seerist Platform, API and Esri data services or other infrastructure deficiencies related thereto attributable to You.

3.3 Our Protection of Your Data. We shall maintain administrative, physical and technical safeguards for protection of the security, confidentiality and integrity of Your Data.

3.4 Your Responsibilities.

3.4.1 You agree to adhere to the stated guidelines and rules of use of all social media networks that contribute to Indexed Content and are searched by the Seerist Platform, API and Esri data services as well as all Applicable Laws. For example, with respect to Users that are law enforcement or governmental authorities or, in Our reasonable opinion, perform similar functions for or on behalf of law enforcement, We will not (i) allow or assist You to conduct surveillance on Indexed Content or obtain information on social media users or their messages or posts that would require a subpoena, court order, or other valid legal process, or that would otherwise have the potential to be inconsistent with a social media users' reasonable expectation of privacy; and (ii) display, distribute

or otherwise make available Indexed Content to any person or entity that We reasonably believe will use such data to violate any Applicable Laws. We take the privacy rights of users of Third-Party Social Platform, API and Esri data services seriously and will enforce our right to suspend your service or terminate this Agreement should You violate this Subsection 3.4.1 or any other similar section contained herein.

3.4.2 Each User must ensure that all Applicable Laws are adhered to when using the Seerist Platform, API and Esri data services. If We reasonably believe that a User is using the Seerist Platform, API and Esri data services in violation thereof, We reserve the right to immediately terminate that User's access to the Seerist Platform, API and Esri data services.

3.4.3 You shall: (i) be responsible for Users' compliance with this Agreement; (ii) be responsible for the accuracy, quality and legality of data or information submitted by You; (iii) use commercially reasonable efforts to prevent unauthorized access to or use of the Seerist Platform, API and Esri data services, and notify Us promptly of any such unauthorized access or use; and (iv) use the Seerist Platform, API and Esri data services only in accordance with all Applicable Laws, including all existing and future laws addressing or dealing with the privacy of social media users.

3.4.4 You shall not: (i) make the Seerist Platform, API and Esri data services available to anyone other than Users; (ii) sell, resell, rent, or lease the Seerist Platform, API and Esri data services; (iii) use the Seerist Platform, API and Esri data services to store or transmit Malicious Code; (v) interfere with or disrupt the integrity or performance of the Seerist Platform, API and Esri data services or third-party data contained therein; or (vi) attempt to gain unauthorized access to the Seerist Platform, API and Esri data services or their related systems or networks.

3.4.5 Use the Seerist Platform, API and Esri data services (i) to store or transmit infringing, libelous, or otherwise unlawful or tortious material, or to store or transmit material in violation of third-party rights; (ii) use the Seerist Platform, API and Esri data services to store or transmit Malicious Code; (iii) interfere with or disrupt the integrity or performance of the Seerist Platform, API and Esri data services or third-party data contained therein; or (iv) attempt to gain unauthorized access to the Seerist Platform, API and Esri data services or any related systems or networks.

3.4.6 You shall not: use the Seerist Platform, API and Esri data services for any activities that could lead to violations of the Universal Declaration of Human Rights (<http://www.un.org/en/documents/udhr/>).

3.5 Usage Limitations. The Seerist Platform, API and Esri data services may be subject to other limitations, which will be outlined in the Order Form. We may require You to execute a new Order Form for additional Seerist Platform, API and Esri data services and You hereby agree to execute such additional Order Forms and/or pay such additional invoices, as applicable.

4.INDEXED CONTENT AND THIRD-PARTY SOCIAL PLATFORM, API AND ESRI DATA SERVICES

4.1Indexed Content. We do not own or control Indexed Content. Indexed Content shall not be considered Your Data or “Customer Data” under any circumstances, including pursuant to the terms of any such other agreement entered into between You and Us for non-Social Applications. Indexed Content may be indecent, offensive, inaccurate, unlawful, or otherwise objectionable. We shall have no obligation to preview, verify, flag, modify, filter, store or remove any Indexed Content, even if requested to do so, although We may do so in Our sole discretion.

INDEXED CONTENT IS PROVIDED “AS IS,” EXCLUSIVE OF ANY WARRANTY WHATSOEVER. Your use of Indexed Content is at Your sole risk, and We shall not be liable to You or any third party based on Indexed Content.

4.2Third-Party Social Platform, API and Esri data services Access and Interactions. Subject to the terms of this Agreement and the confidentiality obligations hereunder, You acknowledge and agree that We may access, collect, process, and/or store information or content, regardless of whether such content is Your Data or Indexed Content, from such Third-Party Social Platform, API and Esri data services accounts and/or websites in connection with providing the Seerist Platform, API and Esri data services. Except for Our obligations with respect to Your Data, We shall not be responsible or liable for: (i) any content provided by You, Your Users or any third party to any Third Party Social Platform, API and Esri data services or other website, and any content accessed by You, Your Users or any third party from any Third-Party Social Media Platform, API and Esri data services or other websites; (ii) any interactions or communications between You and/or Your Users and any third parties through any Third-Party Social Platform, API and Esri data services or other websites; or (iii) any transactions relating to a separate agreement or arrangement between You or Your Users and any Third-Party Social Platform, API and Esri data services provider or website.

5.COMPLIANCE WITH AND CHANGES IN APPLICABLE LAWS

5.1Changes in Applicable Laws. We shall ensure that the Seerist Platform, API and Esri data services and the storage by us of all Indexed Content complies with all Applicable Laws. Each party covenants and agrees with the other that it shall notify the other promptly on becoming aware of any changes or proposed changes in Applicable Laws that may require a change in the way the Seerist Platform, API and Esri data services is provided or operated in order to maintain compliance with Applicable Laws.

5.2Minimize Disruption. If We implement any changes to the Seerist Platform, API and Esri data services required in order to bring the Seerist Platform, API and Esri data services in compliance with amendments to Applicable Laws, We shall take reasonable steps to minimize disruption caused in the provision of the Seerist Platform, API and Esri data services when doing so.

6.FEES AND PAYMENT FOR PURCHASED SEERIST PLATFORM, API AND ESRI DATA SERVICES SERVICES

6.1Fees. You shall pay all fees specified in all Order Forms hereunder. Except as otherwise specified herein or in an Order Form, (i) fees are based on services purchased and not actual usage, (ii) payment obligations are non-cancelable and fees paid are non-refundable, except in the event of termination or breach of this Agreement is effected under Section 4.3 (**Termination for Unavailability of Certain Third-Party Social Platform, API and Esri data services**) or service availability is less than 95% up time on a monthly basis and (iii) quantities purchased cannot be decreased during the relevant subscription term stated on the Order Form.

6.2Invoicing and Payment. You will provide Us with a valid purchase order or alternative document reasonably acceptable to Us. If You provide credit card information to Us, You authorize Us to charge such credit card for all Seerist Platform, API and Esri data services services listed in the Order Form for the term and any renewal thereof as set forth in Section 12.2 (Term of Purchased Subscriptions).

6.3Overdue Charges. If any amounts invoiced are not received by Us by the due date stipulated on the Order Form or in accordance with this Agreement, as applicable, then, without limiting Our rights or remedies, such charges may accrue late interest at the rate of 1.5% (on a compounded monthly basis) of the outstanding balance per month, or the maximum rate permitted by law, whichever is lower.

6.4Suspension of the Seerist Platform, API and Esri data services and Acceleration. If any amount owing by You under this or any other agreement for Our services (including, for clarity, the Seerist Platform, API and Esri data services) is 30 days or more overdue (or 10 days or more overdue in the case of amounts You have authorized Us to charge to Your credit card), We may, without limiting Our other rights and remedies, accelerate Your unpaid fee obligations under such agreements so that all such obligations become immediately due and payable, and suspend Our services to You until such amounts are paid in full.

7.PROPRIETARY RIGHTS

7.1Reservation of Rights. Subject to the limited rights expressly granted hereunder, We reserve all rights, title and interest in and to the Seerist Platform, API and Esri data services, including all related intellectual property rights. No rights are granted to You hereunder other than as expressly set forth herein.

7.1.1Ownership and Use of Your Data. You retain all rights, title and interest in and to Your Data, and Seerist acknowledges that it neither owns nor acquires any additional rights in and to Your Data not expressly granted by this agreement. We further acknowledge that You retain the rights to use Your Data for any purpose in Your sole discretion. Subject to the foregoing, You hereby grant to Us a non-exclusive, non-

transferable right and license to use Your Data during the term for the limited purposes of performing Our obligations under this agreement.

7.1.2 Ownership of Seerist Offering and Data Sets. Subject to the rights granted in this Agreement, Seerist retains all right, title and interest in and to the Seerist Platform, API and Esri data services offerings and data sets, and You acknowledge that You neither own nor acquire any additional rights in and to the foregoing not expressly granted by this agreement or any licenses to the software used to provide the Seerist Platform, API and Esri data services. You further acknowledge that Seerist retains the right to use the foregoing for any purpose in Our sole discretion. The Parties acknowledge that all data sets are “Seerist Confidential Information” and neither You nor any Authorized User shall have the right to disclose, copy, disseminate, distribute, publish, display or sublicense all or any portion of such data sets without Our prior written consent in each instance.

7.2 Restrictions. You shall not: (i) in the course of using the Seerist Platform, API and Esri data services, access or use Third-Party Social Platform, API and Esri data services, Your Data, or any Indexed Content in violation of any Applicable Laws or the terms of services for any Third Party Platform, API and Esri data services searched in connection with Your use of the Seerist Platform, API and Esri data services; (ii) display, distribute or make available the Indexed Content to any third party, provided such restriction does not apply to (a) aggregations of Indexed Content which do not reveal individual Mentions, or (b) content retrieved directly from a Third Party Platform, API and Esri data services rather than using the Seerist Platform, API and Esri data services; (iii) permit any third party to access the Seerist Platform, API and Esri data services except as permitted herein or in an Order Form; (iv) create derivative works based on the Seerist Platform, API and Esri data services except as permitted herein; (v) copy, modify, or create derivative works based on Indexed Content except to create aggregations of Indexed Content which do not reveal individual Mentions; (vi) copy, frame, or mirror any part or content of the Seerist Platform, API and Esri data services, other than copying or framing on Your own intranets or otherwise for Your own internal business purposes; (vii) decompile, disassemble, reverse engineer or otherwise attempt to obtain or perceive the source code from which any software component of the Seerist Platform, API and Esri data services; (viii) access the Seerist Platform, API and Esri data services in order to (a) build a competitive product or service, or (b) copy any features, functions or graphics of the Seerist Platform, API and Esri data services.

7.3 Suggestions. We shall have a royalty-free, worldwide, irrevocable, perpetual license to use and incorporate into the Seerist Platform, API and Esri data services any suggestions, enhancement requests, recommendations, or other feedback provided by You, including Users, relating to the operation of the Seerist Platform, API and Esri data services.

7.4 Federal Government End Use Provisions. Where applicable, the Seerist Platform, API and Esri data services, including related software and technology, to the federal government of the United States of America in accordance with the Federal Acquisition Regulations (“**FAR**”) and Defense Federal Acquisition Regulations Supplement (“**DFARS**”)

pursuant to FAR 12.211 (Technical Data) and FAR 12.212 (Software) and, for Department of Defense transactions, DFARS 252.227-7015 (Technical Data – Commercial Items) and DFARS 227.7202-3 (Rights in Commercial Computer Software or Computer Software Documentation).

7.5 Additional Government Provisions. If a government agency has a need for rights not granted under these terms, it must negotiate with Us to determine if there are acceptable terms for transferring such rights, and a mutually acceptable written addendum specifically conveying such rights must be included in any applicable agreement.

8.CONFIDENTIALITY

8.1 Definition of Confidential Information. As used herein, “**Confidential Information**” means all confidential information disclosed by a party to this Agreement (a “**Disclosing Party**”) to the other party to this Agreement (a “**Receiving Party**”), whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure. Your Confidential Information shall include Your Data; Our Confidential Information shall include the Seerist Platform, API and Esri data services; and Confidential Information of each party shall include the terms and conditions of this Agreement and all Order Forms, as well as business and marketing plans, technology and technical information, product plans and designs, and business processes disclosed by such party. However, Confidential Information shall not include any information that (i) is or becomes generally known to the public without breach of any obligation owed to the Disclosing Party; (ii) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party; (iii) is received from a third party without breach of any obligation owed to the Disclosing Party; or (iv) was independently developed without the use of Confidential Information by the Receiving Party.

8.2 Protection of Confidential Information. The Receiving Party shall (i) use the same degree of care that it uses to protect the confidentiality of its own confidential information of like kind (but in no event less than reasonable care), (ii) not use any Confidential Information of the Disclosing Party for any purpose outside the scope of this Agreement, and (iii) except as otherwise authorized by the Disclosing Party in writing, to limit access to Confidential Information of the Disclosing Party to those of its and its Affiliates’ employees, contractors and agents who need such access for purposes consistent with this Agreement and who have signed agreements with the Receiving Party containing protections no less stringent than those herein. Neither party shall disclose the terms of this Agreement or any Order Form to any third party other than its Affiliates or Users and their legal counsel and accountants without the other party’s prior written consent.

8.3 Compelled Disclosure. The Receiving Party may make disclosures of Confidential Information as required by court order provided that the Receiving Party uses all commercially reasonable efforts to limit disclosure and to obtain confidential treatment or a protective order, has provided reasonable notice to the Disclosing Party and an

opportunity to object, and has allowed the Disclosing Party to participate in the proceeding to limit or prevent the disclosure of any Confidential Information.

8.4 Duplication of Confidential Information. The Receiving Party will at all times limit the duplication of Confidential Information to only the number of copies reasonably required to adhere to its obligations hereunder. Within 20 days after receipt of the Disclosing Party's written request, the Receiving Party will, at the Receiving Party's sole option, either return all originals and copies of the Confidential Information in every media in the Receiving Party's possession or control, or destroy all such originals and copies and certify in writing to such destruction and the destruction method used. To the extent applicable law does not permit the Receiving Party to destroy any Confidential Information, the Receiving Party will notify the Disclosing Party of such applicable law and the required retention period and permit the Disclosing Party to respond to such requirement. The Receiving Party will continue to be bound by this Section for any retained Confidential Information (if any).

8.5 Survival re Confidential Information. The parties obligations regarding Confidential Information under this Article 8, shall apply for 3 years after the date a party receives such Confidential Information.

9. WARRANTIES, EXCLUSIVE REMEDIES AND DISCLAIMERS

9.1 Representations. Each party represents that it has validly entered into this Agreement and has the legal power to do so.

9.2 Our Warranties. Subject to Section 3.2 (Exclusions Uptime Obligations), We warrant that the functionality of the Seerist Platform, API and Esri data services will not be materially decreased during a subscription term and the Seerist Platform, API and Esri data services will be free from viruses and Malicious Code.

9.3 Your Warranties. You warrant that: (i) that you will not do anything to discredit the reputation, name, goodwill of Us or any product or service of Ours including, for clarity, the Seerist Platform, API and Esri data services; (ii) that you will not do anything to adversely affect the Seerist Platform, API and Esri data services or any software or platform, API and Esri data services in relation thereto or associated with the operation thereof; (iii) that you will not detrimentally effect or adversely affect the functionality of the Seerist Platform, API and Esri data services; (iv) you will not allow any Malicious Code to interfere with the proper operation of the Seerist Platform, API and Esri data services; (v) you will not disseminate or promulgate any Confidential Information, proprietary information or intellectual property belonging to Us or any third party to a third party unless you have our written consent to do so; (vi) you will not breach any term or conditions of this Agreement or do anything which would have any adverse effect upon us in any way as a result of entering into this Agreement with you.

9.4 Disclaimer. EXCEPT AS EXPRESSLY PROVIDED HEREIN, NEITHER PARTY MAKES ANY WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, AND EACH PARTY SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES,

INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW. THE INDEXED CONTENT IS PROVIDED "AS IS," "AS AVAILABLE," WITH NO WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE. THE SEERIST PLATFORM, API AND ESRI DATA SERVICES PROVIDED UNDER A FREE TRIAL AT NO CHARGE ARE PROVIDED "AS IS", EXCLUSIVE OF ANY WARRANTY OR AVAILABILITY COMMITMENT WHATSOEVER. EACH PARTY DISCLAIMS ALL LIABILITY AND INDEMNIFICATION OBLIGATIONS FOR ANY HARM OR DAMAGES CAUSED BY ANY THIRD-PARTY HOSTING PROVIDERS.

10.MUTUAL INDEMNIFICATION

10.1Indemnification by Us. We shall indemnify and defend You against any claim, demand, suit, or proceeding made or brought against You by a third party alleging that the use of the Seerist Platform, API and Esri data services as permitted hereunder infringes or misappropriates the intellectual property rights of a third party or violates any Privacy Laws (a "**Claim Against You**"), provided that You: (a) promptly give Us written notice of the Claim Against You; (b) give Us sole control of the defense and settlement of the Claim Against You (provided that We may not settle any Claim Against You unless the settlement unconditionally releases You of all liability); and (c) provide to Us all reasonable assistance, at Our expense. We shall have no obligation to indemnify You to the extent any Claim Against You arises from Indexed Content, a Third-Party Social Platform, API and Esri data services, Your breach of the terms of this Agreement or actions of a third party hosting provider.

10.2Indemnification by You. You shall indemnify and defend Us against any claim, demand, suit or proceeding made or brought against Us by a third party not caused in any way by us alleging that Your Data, or Your use of the Seerist Platform, API and Esri data services, a Third Party Social Platform, API and Esri data services, or Indexed Content in breach of this Agreement, infringes or misappropriates the intellectual property rights of a third party or violates any Privacy Laws (a "**Claim Against Us**"), and shall indemnify Us for any damages, legal fees and costs finally awarded against Us as a result of, or for any amounts paid by Us under a court- approved settlement of, a Claim Against Us; provided that We (a) promptly give You written notice of the Claim Against Us; (b) give You sole control of the defense and settlement of the Claim Against Us (provided that You may not settle any Claim Against Us unless the settlement unconditionally releases Us of all liability); and (c) provide to You all reasonable assistance, at Your expense. In the event We receive information regarding an actual or potential Claim Against Us, We may, in Our discretion, require You to immediately, upon receipt of notice from Us, discontinue all use of any Indexed Content or Your Data that may be related to an actual or potential Claim Against Us and, to the extent not prohibited by law, delete from Your systems any such Indexed Content or delete or permit Us to delete from the Seerist Platform, API and Esri data services, any of Your Data, in each case within five days of receipt of notice from Us. You shall, if so requested by Us, certify such deletion and discontinuance of use in writing. We shall be authorized to provide a copy of such certification to the third party claimant;

You shall indemnify and defend Us against any claim, demand, suit or proceeding made or brought against Us by a third party not caused in any way by us

10.3 Exclusive Remedy. This Section 10 (Mutual Indemnification) states the indemnifying party's sole liability to, and the indemnified party's exclusive remedy against, the other party for any type of claim described in this Section.

11.LIMITATION OF LIABILITY

11.1 Limitation of Liability. WITH THE EXCEPTION OF A BREACH OF SECTION 10.1 (Indemnification by Us), NEITHER PARTY'S LIABILITY WITH RESPECT TO ANY SINGLE INCIDENT ARISING OUT OF OR RELATED TO THIS AGREEMENT SHALL EXCEED THE AMOUNT PAID BY YOU HEREUNDER IN THE 12 MONTHS PRECEDING THE INCIDENT, PROVIDED THAT IN NO EVENT SHALL EITHER PARTY'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT EXCEED THE TOTAL AMOUNT PAID BY YOU HEREUNDER. THE ABOVE LIMITATIONS WILL APPLY WHETHER AN ACTION IS IN CONTRACT OR TORT AND REGARDLESS OF THE THEORY OF LIABILITY, THE FOREGOING SHALL NOT LIMIT YOUR PAYMENT OBLIGATIONS UNDER SECTION 6 (FEES AND PAYMENT FOR PURCHASED SEERIST PLATFORM, API AND ESRI DATA SERVICES SERVICES).

11.2 Exclusion of Consequential and Related Damages. IN NO EVENT SHALL EITHER PARTY HAVE ANY LIABILITY TO THE OTHER PARTY FOR ANY LOST PROFITS OR REVENUES OR FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, COVER OR PUNITIVE DAMAGES HOWEVER CAUSED, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY, AND WHETHER OR NOT THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING DISCLAIMER SHALL NOT APPLY TO THE EXTENT PROHIBITED BY APPLICABLE LAW. NOTWITHSTANDING THE FOREGOING, THIS SECTION WILL NOT APPLY TO THE EXTENT SUCH CLAIMS ARE CAUSED BY A BREACH OF ARTICLE 8 (CONFIDENTIALITY).

12.TERM AND TERMINATION

12.1 Term of Agreement. This Agreement commences on the date You accept it by signing below and continues until all subscriptions granted in accordance with this Agreement have expired or been terminated.

12.2 Term of Purchased Subscriptions. Subscriptions purchased by You commence on the start date specified in the applicable Order Form and continue for the subscription term specified therein. Except as otherwise specified in the applicable Order Form, all subscriptions shall automatically renew for additional periods equal to the expiring subscription term or one year (whichever is shorter), unless either party gives the other notice of nonrenewal at least 30 days before the end of the relevant subscription term. The per-unit pricing during any such renewal term shall be the same as that during the prior term unless We have given You written notice of a pricing increase at least 60 days before the end of such prior term, in which case the pricing increase shall be effective

upon renewal and thereafter. Any such pricing increase shall be generally applied to all customers of the Seerist Platform, API and Esri data services, unless (i) the pricing applied to you in any previous term was designated in the relevant Order Form as promotional or one-time, or (ii) such other customers have specific pricing increase prohibitions or limits as set out on in their Order Forms.

12.3 Termination for Cause. Either party may terminate this Agreement for any material breach by the other party that is not cured within 15 days of notice being delivered to the party in breach or 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.

12.4 Refund or Payment upon Termination. Upon any termination in accordance with Section 12.3 by You, We shall refund You any prepaid fees covering the remainder of the term of all subscriptions after the effective date of termination. Upon any termination by Us, You shall pay any unpaid fees covering the remainder of the term of all subscriptions set out in the applicable Order Forms after the effective date of termination. In no event shall any termination relieve You of the obligation to pay any fees payable to Us for the period prior to the effective date of termination.

12.5 Surviving Provisions. Section 4.1 (Indexed Content), 4.3 (Termination for Unavailability of Certain Third- Party Social Platform, API and Esri data services), 12.4 (Refund or Payment upon Termination) and (Surviving Provisions), as well as Articles 6 (Fees and Payment for Purchased Seerist Platform, API and Esri data services Services), 7 (Proprietary Rights), 9 (Warranties, Exclusive Remedies and Disclaimer), 10 (Mutual Indemnification), 11 (Limitation of Liability), 13 (Notices, Governing Law and Jurisdiction), and 14 (General Provisions) shall survive any termination or expiration of this Agreement.

13. NOTICES, GOVERNING LAW AND JURISDICTION

13.1 General. All notices under this Agreement shall be delivered to Us at the following address:

Miles & Stockbridge P.C.
100 Light Street
Baltimore, MD 21202
Attn: Matthew D. Klaiber
Email: mklaiber@MilesStockbridge.com

13.2 Governing Law. The governing law of this Agreement is the law of the State of Virginia and the federal laws of the United States applicable therein, and any lawsuits arising out of or in connection with this Agreement shall be adjudicated by the courts of competent jurisdiction in the State of Virginia without regard to choice or conflicts of law rules.

13.3 Manner of Giving Notice. Except as otherwise specified in this Agreement, all notices, permissions and approvals hereunder shall be in writing and shall be deemed to have been given upon: (i) personal delivery; (ii) the fifth business day after mailing; (iii) the first business day after sending by email. Billing-related notices to You shall be addressed to the relevant billing contact designated by You and all other notices to You shall be delivered to the address stipulated on the Order Form, as that address may be changed by You from time to time.

13.4 Waiver of Jury Trial. Each party hereby waives any right to jury trial in connection with any action or litigation in any way arising out of or related to this Agreement.

14. GENERAL PROVISIONS

14.1 Export Compliance. The Seerist Platform, API and Esri data services, other technology We make available, and derivatives thereof may be subject to export laws and regulations of the United States, Canada and other jurisdictions. Each party represents that it is not named on any U.S. government denied-party list. You shall not permit Users to access or use the Seerist Platform, API and Esri data services in a U.S.-embargoed country (currently Cuba, Iran, North Korea, Sudan, or Syria) or in violation of any applicable export law or regulation.

14.2 Anti-Corruption. You represent and warrant that You have not received or been offered any illegal or improper bribe, kickback, payment, gift, or thing of value from any of Our employees or agents in connection with this Agreement. Reasonable inducements, gifts and entertainment provided in the ordinary course of business do not violate the above restriction. If You learn of any violation of the above restriction, You will use reasonable efforts to promptly send notice to Our Chief Executive Officer in accordance with this Agreement.

14.3 Relationship of the Parties. The parties are independent contractors. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary, or employment relationship between the parties.

14.4 No Third-Party Beneficiaries. There are no third-party beneficiaries to this Agreement.

14.5 Waiver. No failure or delay by either party in exercising any right under this Agreement shall constitute a waiver of that right.

14.6 Severability. If any provision of this Agreement is held by a court of competent jurisdiction to be contrary to law, the provision shall be modified by the court and interpreted so as best to accomplish the objectives of the original provision to the fullest extent permitted by law, and the remaining provisions of this Agreement shall remain in effect.

14.7Legal Fees. You shall pay on demand all of Our reasonable legal fees and other costs incurred by Us to collect any fees or charges due Us under this Agreement following Your breach of Section 5.2 (Invoicing and Payment).

14.8Assignment. Neither party may assign any of its rights or obligations hereunder, whether by operation of law or otherwise, without the prior written consent of the other party (not to be unreasonably withheld). Notwithstanding the foregoing, either party may assign this Agreement in its entirety (including all Order Forms), without consent of the other party, in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets not involving a direct competitor of the other party. A party's sole remedy for any purported assignment by the other party in breach of this section 13.8 shall be, at the non-assigning party's election, termination of this Agreement upon written notice to the assigning party. Subject to the foregoing, this Agreement shall bind and inure to the benefit of the parties, their respective successors and permitted assigns.

14.9Entire Agreement. This Agreement is the entire agreement between You and Us regarding your use of the Seerist Platform, API and Esri data services and supersedes all prior and contemporaneous agreements, proposals or representations, written or oral, concerning its subject matter. No modification, amendment, or waiver of any provision of this Agreement shall be effective unless in writing and either signed or accepted electronically by the party against whom the modification, amendment, or waiver is to be asserted. The parties agree that any term or condition stated in Your purchase order or in any other of Your other documentation (excluding Order Forms) is void. In the event of any conflict or inconsistency between the provisions in the body of this Agreement and any any Order Form, the terms of such Order Form shall prevail.

14.10This Agreement is to be binding upon the heirs, executors, assigns, officers and directors of the Parties hereto.