

Idevio License Agreement & General Terms version 2.0

This agreement for the purchase and use of Idevio's services (the "**Agreement**") is made and entered into by and between Idevio AB. ("**Idevio**") and the customer identified on the Ordering Document ("**Customer**"). This Agreement and the corresponding Ordering Document governs Customer's access to and use of the Services.

1. Licenses.

From Idevio to Customer. Subject to this Agreement, and in consideration of Customer's payment of Fees, Idevio grants to Customer, and Customer agrees to comply with a non-sublicensable, non-transferable, non-exclusive, terminable, limited license as defined in the Ordering Document.

2. Modifications.

2.1 To the Services. Idevio may make commercially reasonable changes to the Services from time to time. If Idevio makes a material change to the Services, Idevio will inform Customer.

2.2 To Map Terms. Idevio may make commercially reasonable changes to the Idevio Map Terms from time to time. If Idevio makes a material change to the Idevio Map Terms and this change results in a material adverse impact on Customer, Customer may notify Idevio within thirty days of the change and remain subject to the Idevio Map Terms. If the License Term is renewed, it will do so under the updated Idevio Map Terms.

3. Restrictions.

3.1 License Restrictions. Unless Idevio specifically agrees in writing, Customer will not (a) use, distribute, or sell any Content outside of the Customer Implementation or incorporate or embed the Services into any of Customer's products that it sells to third parties; (b) attempt to reverse engineer the Services or any component or attempt to create a substitute a similar service thorough use of or access to the Services; or (c) use the Services for High Risk Activities. Customer may only use the Services in the Licensed Configuration specified in the applicable Ordering Document.

3.2 Map License key. Map License key's are required, must be used according to the Documentation, and will be forwarded to Customer electronically. Idevio may not respond to requests with a Map License key. Customer's failure to use a Map License key provided by Idevio will nullify the application of the SLA, and will relieve Idevio of its obligations to provide service.

3.3 Third Party Components. Any third party component embedded, included or provided by Idevio for use with the Services may only be used in conjunction with the Services, and this use is subject to this Agreement and the Documentation. However, to the extent Services include components governed by open source licenses with provisions inconsistent with this Agreement, those components are instead governed solely by the applicable open source licenses. To the extent Services include components covered by open source licenses requiring the provision of corresponding source code for those components, Idevio hereby offers the provision of such source code consistent with those licenses.

3.4 Cache Restrictions. Customer may not pre-fetch, retrieve, cache, index, or store any Content, or portion of the Services with the exception being Customer may store limited amounts of Content solely to improve the performance of the Customer Implementation due to network latency, and only if Customer does so temporarily, securely, and in a manner that (a) does not permit use of the Content outside of the Services; (b) is session-based only (once the browser is closed, any additional storage is prohibited); (c) does not manipulate or aggregate any Content or portion of the Services; (d) does not prevent Idevio from accurately tracking usage statistic; and (e) does not modify or adjust attribution in any way.

3.5 Development Kits. Development Kits may only be used for development or educational purposes, or both. Services from a Development Kit may not be used in a production environment.

4. Customer Obligations.

4.1 **Linking to Maps Terms.** If Customer is using the Javascript API to receive the Content, a link to the Maps Terms is provided on the Content. If Customer is using the static Maps API to receive the Content, Customer will incorporate a link to the Maps Terms in a license agreement governing End Users' use of the Customer Implementation. Customer will notify Idevio if Customer becomes aware of any End User's non-compliance with the Maps Terms.

4.2 **Domain.** The Customer must own the Domain(s) listed on the Ordering Document. Additional domains may be added with the prior written approval of Idevio, which will be via email. Prior to providing the Services, Idevio may verify that Customer owns or controls the Domains. If Customer does not own or control the Domains, then Idevio will have no obligation to provide Customer with the Services.

5. Ownership and Publicity.

5.1 **Generally.** Except as expressly set forth herein, this Agreement does not grant either party any rights, implied or otherwise, to the other's content or any of the other's Intellectual Property Rights. Intellectual Property Rights in and to the content accessed through the Services are the property of the applicable content owner and may be protected by applicable laws.

5.2 **Publicity.** Neither party may make any public statement regarding the relationship contemplated by this Agreement, without the other's prior written approval.

6. Support.

6.1 **SLA.** Idevio will provide service to Customer in accordance with the Idevio Service Level Agreement (SLA) for hosted services hosted from Idevio.

6.2 **Updates.** The service includes Updates.

7. Ordering and Reporting.

7.1 **Ordering.** Idevio will provide Customer an Ordering Document for each purchase, to confirm the Services, quantity, and price. The Fees will be based on the applicable Billing Unit.

7.2 **Reporting.** Customer will promptly report to Idevio in writing if, after the Effective Date, any changes occur to what is specified in the Ordering Document.

8. **Delivery.** The Services will be made available according to what is specified in the Ordering Document.

9. Confidentiality.

9.1 **Obligations.** Each party will: (a) protect the other party's Confidential Information with the same standard of care it uses to protect its own Confidential Information, but in no event less than reasonable care; and (b) not disclose the Confidential Information, except to Affiliates, employees and agents who need to know it and who have agreed in writing to keep it confidential. Each party (and any Affiliates, employees and agents to whom it has disclosed Confidential Information) may use Confidential Information only to exercise rights and fulfill obligations under this Agreement, while using reasonable care to protect it. Each party is responsible for any actions of its Affiliates, employees and agents in violation of this Section.

9.2 **Exceptions.** Confidential Information does not include information that: (a) the recipient already knew; (b) becomes public through no fault of the recipient; (c) was independently developed by the recipient; or (d) was rightfully given to the recipient by another party

9.3 **Required Disclosure.** Each party may disclose the other party's Confidential Information when required by law, but only after it, if legally permissible: (a) uses commercially reasonable efforts to notify the other party; and (b) gives the other party the chance to challenge the disclosure.

10. Term and Termination.

10.1 **Agreement Term.** This Agreement will remain in effect for the Term.

10.2 **License Term.** Subject to Customer's payment of Fees, the term for the license granted in this Agreement will begin on the Shipment Date and will continue for the License Term, unless terminated earlier as set forth below.

10.2.1 **Auto-Renewal.** At the end of the License Term, the License Term for the Services will automatically renew for consecutive renewal terms of twelve months. If a party does not want the Services to renew, then it must provide the other party written notice to this effect at least two (2) months prior to the end of the then current term. This notice of non renewal will be effective upon the conclusion of the then current term.

10.2.2 **Revising Rates.** Idevio may revise its rates with at least two (2) months prior written notice to Customer (which may be via email), effective for the following term.

10.3 **Termination for Breach.** Either party may terminate this Agreement if: (i) the other party is in material breach of the Agreement and fails to cure that breach within thirty days after receipt of written notice; (ii) the other party ceases its business operations or becomes subject to insolvency proceedings and the proceedings are not dismissed within ninety days; or (iii) the other party is in material breach of this Agreement more than two times notwithstanding any cure of such breaches.

10.4 Effect of Termination.

a. **Termination for Idevio's Breach.** If the Agreement is terminated for Idevio's breach, the licenses granted herein regarding Customer's use of the Services may, at Customer's option, continue for the remainder of the License Term, subject to Customer's continued compliance with this Agreement.

b. **Termination for Customer's Breach.** If the Agreement is terminated for Customer's breach, then: (i) the License Term, and all other rights and licenses granted by one party to the other and the Services will cease immediately; (ii) upon request, each party will promptly return all Confidential Information of the other party; (iii) all payments owed by Customer to Idevio are immediately due; and (iv) Customer must delete any data it received from Idevio as part of receiving the Services.

c. **Expiration of the License Term.** On the expiration of the License Term, the Services will cease functioning and this Agreement will terminate.

11. **Representations and Warranties.** Each party represents that it has the rights, power and authority necessary to enter into this Agreement. Idevio warrants that it will provide the Services in accordance with the Service Level Agreement

12. **Disclaimer.** EXCEPT AS EXPRESSLY PROVIDED FOR HEREIN, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IDEVIO, ITS LICENSORS, AND THEIR SUPPLIERS DO NOT MAKE ANY OTHER WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING WITHOUT LIMITATION WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR USE AND NONINFRINGEMENT. IDEVIO, ITS LICENSORS, AND THEIR SUPPLIERS, DO NOT WARRANT THAT THE OPERATION OF THE SOFTWARE WILL BE ERROR-FREE OR UNINTERRUPTED. THE SERVICES ARE NOT DESIGNED, MANUFACTURED, OR INTENDED FOR HIGH RISK ACTIVITIES.

13. Limitation of Liability.

13.1 Limitation on Indirect Liability. NEITHER PARTY, NOR ITS LICENSORS OR SUPPLIERS, WILL BE LIABLE UNDER THIS AGREEMENT FOR LOST REVENUES OR INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES, EVEN IF THE PARTY KNEW OR SHOULD HAVE KNOWN THAT SUCH DAMAGES WERE POSSIBLE AND EVEN IF DIRECT DAMAGES DO NOT SATISFY A REMEDY.

13.2 Limitation on Amount of Liability. NEITHER PARTY, NOR ITS LICENSORS OR SUPPLIERS, MAY BE HELD LIABLE UNDER THIS AGREEMENT FOR MORE THAN THE AMOUNT PAID BY CUSTOMER TO IDEVIO DURING THE TWELVE MONTHS PRIOR TO THE EVENT GIVING RISE TO LIABILITY.

13.3 Exceptions to Limitations. These limitations of liability do not apply to breaches of confidentiality obligations, violations of a party's Intellectual Property Rights by the other party, or indemnification obligations.

14. Indemnification.

14.1 By Idevio. Idevio will indemnify, defend, and hold harmless Customer from and against all liabilities, damages, and costs (including settlement costs and reasonable attorneys' fees) arising out of a third party claim that the technology used to provide the Services infringes or misappropriates any patent, copyright, trade secret or trademark of that third party.

14.2 Exceptions. The obligations set forth in Section 13.1 do not apply if the third party claim is caused by, or results from: (a) Customer's combination or use of the Services with software, services, or products developed by Customer or third parties, if the claim would have been avoided by the non-combined or independent use of the Services; (b) modification of the Services, or Content, by anyone other than Idevio if the third party claim would have been avoided by use of the unmodified Services; (c) Customer's continued allegedly infringing activity after being notified thereof or after being provided modifications that would have avoided the alleged infringement; (d) Customer's use of the Services or Content in a manner not in accordance with this Agreement or the Documentation; or (e) use of other than Idevio's most current release of the Services if the third party claim would have been avoided by use of the most current release or revision.

14.3 By Customer. Customer will indemnify, defend, and hold harmless Idevio from and against all liabilities, damages, and costs (including settlement costs and reasonable attorneys' fees) arising out of (a) a third party claim made against Idevio for infringement of the third party rights listed in Section 13.1 based on conduct by Customer as described in Section 13.2.

14.4 Possible Infringement.

a. Repair, Replace, or Modify. If Idevio reasonably believes the Services infringes a third party's Intellectual Property Rights, then Idevio will: (a) procure for Customer the right to continue to use the Services; (b) replace the Services; or (c) modify the Services to avoid the alleged infringement.

b. Termination and Refund. If Idevio does not reasonably believe the options in Section 14.4(a) are commercially reasonable, Idevio may terminate the license for the allegedly infringing Services and will provide a pro-rata refund of the unearned Fees actually paid by Customer applicable to the period following termination of such Services.

14.5 General. The party seeking indemnification must promptly notify the other party of the claim and cooperate with the other party in defending the claim. The indemnification in Sections 13.1 and 13.2 is limited to the payment by the indemnifying party of all damages and costs finally awarded for such claim, or settlement costs approved in writing by the indemnifying party. The indemnifying party has full control and authority over the defense, except that: (a) any settlement requiring the party seeking indemnification to admit liability or to pay any money will

require that party's prior written consent, which will not be unreasonably withheld or delayed; and (b) the other party may join in the defense with its own counsel at its own expense. THE INDEMNITIES ABOVE ARE A PARTY'S ONLY REMEDY UNDER THIS AGREEMENT FOR VIOLATION BY THE OTHER PARTY OF A THIRD PARTY'S INTELLECTUAL PROPERTY RIGHTS.

15. Verification and Audit.

15.1 Verification. At Idevio's written request, not more than once per calendar year during the license term, Customer will provide Idevio with a certification signed by an officer of Customer verifying the Services are being used pursuant to this Agreement.

15.2 Audit. Idevio will have the right, no more than once per calendar year, and upon at least thirty days prior written notice, to appoint a nationally recognized certified public accountant or independent auditor to examine Customer's use of the Services, and the related records, to verify such Customer's compliance with this Agreement. Audits will be conducted during regular business hours at Customer's facilities and will not unreasonably interfere with Customer's business activities. Customer will provide Idevio with reasonable access to the relevant Customer records and facilities.

15.3 Underpayment. If an audit reveals that Customer has underpaid fees to Idevio during the period audited, then Idevio will invoice Customer, and Customer will promptly pay Idevio, for the underpaid fees based on the higher of the price specified in this Agreement or Idevio's price list in effect at the time the audit is completed. If the underpaid fees exceed five percent of the license fees paid by Customer for the Solution during the preceding six month period, then Customer will also pay Idevio's reasonable costs of conducting the audit.

16. Miscellaneous.

16.1 Notices. All notices must be in writing and addressed to the attention of the other party's primary point of contact. Notice will be deemed given: (a) when verified by written receipt if sent by personal courier, overnight courier, or mail; or (b) when verified by automated receipt or electronic logs if sent by facsimile or email.

16.2 Assignment. Neither party may assign or transfer any part of this Agreement without the written consent of the other party, except to an Affiliate but only if: (a) the assignee agrees in writing to be bound by the terms of this agreement; and (b) the assigning party remains liable for obligations incurred under the Agreement prior to the assignment. Any other attempt to transfer or assign is void.

16.3 Change of Control. Upon a change of Control (for example, through a stock purchase or sale, merger, or other form of corporate transaction): (a) the party experiencing the change of Control will provide written notice to the other party within thirty days after the change of Control; and (b) the other party may immediately terminate this Agreement any time between the change of Control and thirty days after it receives the written notice in subsection (a).

16.4 Force Majeure. Neither party will be liable for inadequate performance to the extent caused by a condition (for example, natural disaster, act of war or terrorism, riot, labor condition, governmental action, and Internet disturbance) that was beyond the party's reasonable control.

16.5 No Agency. The parties are independent contractors, and this Agreement does not create an agency, partnership or joint venture.

16.6 No Waiver. Failure to enforce any provision of this Agreement will not constitute a waiver.

16.7 Severability. If any provision of this Agreement is found unenforceable, it and any related provisions will be interpreted to best accomplish the unenforceable provision's essential purpose.

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

16.9 Equitable Relief. Nothing in this Agreement will limit either party's ability to seek equitable relief.

16.10 Governing Law. This Agreement is governed by Swedish law. FOR ANY DISPUTE RELATING TO THIS AGREEMENT, THE PARTIES CONSENT TO PERSONAL JURISDICTION IN, AND THE EXCLUSIVE VENUE OF, THE COURTS IN STOCKHOLM, SWEDEN.

16.11 Amendments. Any amendments to this Agreement must be in writing and expressly state that is amending this Agreement.

16.12 Survival. Those provisions that by their nature should survive termination of this Agreement, will survive termination of this Agreement.

16.13 Counterparts. The parties may execute this Agreement in counterparts, including facsimile, PDF, and other electronic copies, which taken together will constitute one instrument.

16.14 Entire Agreement. This Agreement is the parties' entire agreement relating to its subject and supersedes any prior or contemporaneous agreements on that subject. The terms located at a URL and referenced in this Agreement are hereby incorporated by this reference. If there is a conflict between the documents that make up this Agreement, the documents will control in the following order: the Ordering Document, the Agreement, and the terms located at any URL.

17. Definitions.

"Affiliate" means any entity that directly or indirectly controls, is controlled by, or is under common control with such party.

"Assets" means those assets actively Tracked by Customer, such as personnel, vehicles or other assets.

"Billing Units" means the number of Page Views, Assets Tracked, Organisation, or number of End Users, as applicable. Billing Units will be determined by the nature of the Services ordered by Customer.

"Confidential Information" means information disclosed by a party to the other party under this agreement that is marked as confidential or would normally be considered confidential under the circumstances.

"Content" means any content provided through the Services (whether created by Idevio or its third party licensors), and includes, but is not limited to, map and terrain data, photographic imagery, traffic data.

"Control" means control over greater than fifty percent of the voting rights or equity interests of a party.

"Customer Content" means any content that Customer provides in its Customer Implementation, including data, images, video, or software. Customer Content does not include the Content.

"Customer Implementation" means an internal or external software application or website that incorporates the Services in order to obtain and display Content in conjunction with Customer Content.

"Documentation" means the Idevio proprietary documentation in the form generally made available by Idevio to its customers for use with the Software.

"End Users" mean the individual human end users who use the Customer Implementation.

"Effective Date" has the meaning given to it in the Ordering Document.

"Fees" means the applicable fees set forth in an Ordering Document and any applicable Taxes.

"High Risk Activities" means uses such as the operation of nuclear facilities, air traffic control or life support systems, where the use or failure of the Services could lead to death, personal injury, or environmental damage.

"Intellectual Property Rights" means current and future worldwide rights under patent law, copyright law, trade secret law, trademark law, moral rights law, and other similar rights.

"Licensed Configuration" means the Billing Unit metrics and Customer domain as specified in an Ordering Document.

"License Term" means the period of time during which Customer is authorized to use the Services, and will be set forth in the Ordering Document.

"Map license key" means an alphanumeric key assigned to Customer by Idevio. Map license key's will be issued after the Effective Date, and after Customer supplies Idevio with its account information.

"Map Terms" mean the terms for Map data as provided by Idevio and specified in the document Idevio Map Terms.

"Ordering Document" means either an order form or quote, issued by Idevio to provide the Services to Customer, subject to this Agreement.

"Page View" means a single load of the script from the Javascript API or static Maps API by the End User's browser. Page Views may be for internal use or external use. Use of external Page Views is limited to freely and publicly available websites.

"Services" mean the service as determined in the Ordering Document.

"Service Level Agreement" or **"SLA"** means the Idevio Service Level Agreement.

"Shipment Date" means the date upon which Idevio provides Customer the access for the Services.

"Software" means the Idevio proprietary application program interface provided by Idevio to Customer pursuant to an Ordering Document.

"Taxes" means any duties, customs fees, or taxes (other than Idevio's income tax) associated with the sale of the Services, including any related penalties or interest.

"Term" means the term of the Agreement, which will begin on the Effective Date and continue until the earlier of: (i) the end of the last License Term or (ii) the Agreement is terminated as set forth herein.

"Track" means the use of an application to locate a moving physical asset on a map based on current lat/long coordinates, which are provided to the application via a personal sensor.