

National Signal LLC

Data Subscription Services Agreement

Last updated on: February 17, 2023

THIS DATA SUBSCRIPTION SERVICES AGREEMENT (“**AGREEMENT**”) IS A LEGAL AGREEMENT BETWEEN NATIONAL SIGNAL LLC (“**NSL**”) AND SUBSCRIBER. “**SUBSCRIBER**” MEANS THE COMPANY OR OTHER LEGAL ENTITY (FOR EXAMPLE, THE EMPLOYER) ON BEHALF OF WHICH YOU ARE AUTHORIZED TO ACT AND ACCEPT THIS AGREEMENT OR, IF THERE IS NO SUCH COMPANY OR ENTITY, THEN YOURSELF AS AN INDIVIDUAL.

YOU SHOULD NOT TAKE THE STEPS INDICATED ON THE ACCEPTANCE SCREENS TO INDICATE ACCEPTANCE OF THIS AGREEMENT UNLESS YOU HAVE READ ALL OF THE BELOW TERMS AND CONDITIONS.

By taking the steps indicated on the acceptance screens for this Agreement, which are designed to acknowledge agreement to the terms and conditions of this Agreement (and may include, for example, clicking or checking the “Agree” or “Accept” button or box or the like, as displayed, or taking such other steps as indicated there), you accept this Agreement on behalf of Subscriber. If you are accepting this Agreement on behalf of your company or other legal entity, then you acknowledge that such company or entity is legally bound by this Agreement, or, if you are accepting on behalf of yourself as an individual, then you acknowledge that you are legally bound by this Agreement. This Agreement has the same legal effect as an agreement executed manually with handwritten signatures in writing.

You represent and affirm that you have the right, power, and authority to act on behalf of and bind Subscriber.

Access to and use of certain data, proprietary software and related documentation, and services that are subject to the terms and conditions of this Agreement shall be made available after Subscriber’s acceptance of this Agreement.

SUBSCRIBER ACKNOWLEDGES THAT SUBSCRIBER HAS READ THIS AGREEMENT, UNDERSTANDS IT, AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS. SUBSCRIBER AGREES TO BE LEGALLY BOUND BY AND BECOME A PARTY TO THIS AGREEMENT.

Regarding Orders: To the extent Orders are entered by means of a separate but similar process, e.g. steps indicated on the acceptance screens for such Orders, then the foregoing shall also apply to such Orders.

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. DEFINITIONS.

“**Additional Descriptions and Requirements**” means those additional descriptions of aspects, limitations, rules, and requirements, as provided at or available through NSL’s Website, that apply to the Services. Such Additional Descriptions and Requirements are deemed incorporated into and are a part of the Agreement.

“**Affiliate**” means an entity that directly, or indirectly through one or more intermediaries, controls, is controlled by, or is under common control with (as applicable for each party to the Agreement) NSL or Subscriber. The term “control” (including the terms “controlled by” and “under common control with”) means the possession of the power to direct or cause the direction of the management and policies of an entity.

“Authorized Users” means Subscriber’s employees and Authorized Contractor Personnel (as defined below) while performing work solely for Subscriber and/or its Affiliates within the scope of the license granted by NSL. Authorized Users may be limited by number or otherwise restricted in a manner as provided in the Additional Descriptions and Requirements or the applicable Order.

“Designated Events” means designated types of occurrences, statuses, locations, environments, or events, about which facts, conditions, images, videos, audio, or other information are acquired or collected by or through IAC Devices. Such facts, conditions, images, videos, audio, and other information are **“Designated Events Information.”**

“Documentation” means the then-current user manuals (if any) and other documentation (if any) for the Services that are made accessible to Subscriber (for example, at NSL’s Website). Documentation is deemed incorporated into and is a part of the Agreement.

“IAC Devices” or **“Information Acquisition and Collection Devices”** means sensors, cameras, or other devices (which have been obtained by Subscriber as a part of the Operations Equipment or otherwise are provided, through separate arrangements, to Subscriber by NSL or an NSL Affiliate or their distributor or reseller) that facilitate or otherwise enable acquisition or collection of Designated Events Information and/or Operations Equipment Information. IAC Devices may have additional features and functionalities, such as data storage.

“Incidental Information” means facts, conditions, images, videos, audio, or other information acquired or collected by or through IAC Devices during the acquisition or collection of Designated Events Information or Operations Equipment Information but that are not about, respectively, Designated Events or Operations Equipment.

“Network Hardware” means those gateways or other hardware (which Subscriber has obtained through separate arrangements) that facilitate communications from IAC Devices to Services systems maintained by or for NSL. Network Hardware may not apply in all Services instances.

“Operations Equipment” means certain operations tools, tangible products, or other equipment (obtained by Subscriber through separate arrangements, including by purchase or lease from or through NSL or third parties) that Subscriber uses or operates or that others use or operate for Subscriber and about which facts, conditions, images, videos, audio, or other information are acquired or collected by or through IAC Devices. Such facts, conditions, images, videos, audio, and other information are **“Operations Equipment Information.”**

“Order” means Subscriber’s subscription order for Services that has been accepted by NSL (such ordering in the manner and/or using such forms as provided at NSL’s Website or otherwise permitted by NSL, e.g., Subscriber’s purchaser order followed by NSL’s invoice or order confirmation). Orders may describe the number of Authorized Users, the amount of fees, the Term, and types of Subscription Data (e.g., as to particular Designated Events or particular Operations Equipment). Orders may include other applicable terms and conditions (subject to Section 2.1). Each Order is deemed incorporated into and is a part of the Agreement.

“Other NSL Data” means certain data that NSL possesses that is not Third-Party Data and that is not Designated Events Information, Operations Equipment Information, Incidental Information, or Subscriber-Provided Information.

“Output Format” means as a summary, report, result, statistic, alert, notification, or other output format.

“Portal” means a designated data subscription services portal at NSL’s Website.

“Services” means, collectively, communications of Designated Events Information and Operations Equipment Information from IAC Devices to Services systems maintained by or for NSL; access to and/or use of the Software and associated hosting and databases, primarily in a cloud-based, software-as-a-

service model; NSL's preparation of certain Subscription Data and/or enabling Subscriber to prepare certain Subscription Data; and the presentation, availability, or transmission of certain Subscription Data to Subscriber, by pre-arranged means. Support is included as a part of the Services. In connection with the foregoing, either NSL will determine the means of presentation, availability, or transmission or NSL will permit Subscriber to select from one or more such means made available by NSL.

"Software" means (i) software (in executable form) that NSL makes accessible at the Portal to Subscriber for use as a part of the Services, and (ii) other software (which may include firmware or the like) located on certain IAC Devices and used in connection with the Services. The Software includes any Updates.

"Subscriber-Provided Information" means certain information or data provided by Subscriber to NSL by a means other than by or through IAC Devices.

"Subscription Data" means the following data, as presented, made available to, or transmitted to Subscriber as a part of the Services in one or more Output Formats:

- (i) certain portions or all of each of Designated Events Information, Operations Equipment Information, and/or Subscriber-Provided Information that has been analyzed, manipulated, categorized, quantified, abridged, refined, modified, or adapted or from which a derivative work has been prepared; and/or
- (ii) certain Third-Party Data (including in combination with other Subscription Data); and/or
- (iii) certain Other NSL Data (including in combination with other Subscription Data).

"Support" means NSL's technical support to its subscribers during NSL's normal business hours.

"Term" means an initial period of time and any renewal period(s) of time, as described in the applicable Order; provided, if no such period(s) are described there, then such initial period shall be one month with automatic renewals for monthly renewal periods unless one party informs the other in writing at least 15 days in advance that it does not wish to so renew (in which case the Term shall end on the last day of the then-current monthly period).

"Third-Party Data" means certain data obtained by NSL from a third party.

"Updates" means any error corrections, patches, work-arounds, bug-fixes, updates, upgrades, and/or new versions of the Software that NSL may make generally available during the Term.

"Website" means, collectively, NSL's U.S.-based websites, microsites, and mobile versions of these websites.

2. ORDERING AND SCOPE.

2.1 No purchase order or other document submitted by Subscriber, whether in connection with an Order or otherwise, shall be effective to vary or supersede the terms and conditions of the Agreement, except as expressly agreed in writing by NSL.

2.2 After the initial Order, amended or additional Orders may be entered from time to time (to, for example, obtain additional Authorized Users, adjust types of Subscription Data, or renew for an additional Term).

2.3 In the event of an unavoidable conflict between or among the following, the following shall be the order in which they prevail: the terms and conditions herein, then an Order (with an Order effective later in time prevailing over Orders effective earlier in time), then the Additional Descriptions and Requirements, and then the Documentation.

2.4 By virtue of the Agreement, Subscriber may have access to information that is confidential to NSL and/or its Affiliates, and Subscriber shall not disclose, communicate, or divulge, or permit disclosure, communication, or divulgence, to another, or use for its own benefit or the benefit of another, any such confidential information, except to the extent expressly permitted in the Agreement.

2.5 As between the parties to the Agreement, NSL (or its Affiliates or any third-party licensors, suppliers, or providers from which NSL or its Affiliates have obtained certain software or other materials that are made available with, or as a part of, the Software) owns and shall retain all right, title, and interest in and to the Software and all other Services systems, including all trade secret rights, copyrights, patent rights, and any other proprietary and intellectual property rights embodied in or relating thereto.

2.6 For the purposes of Subscriber's exercise of the license granted herein by NSL and Subscriber's commitments with respect to NSL's confidential information, the term "Subscriber" includes both Subscriber and its Affiliates; provided that Subscriber shall be responsible and liable for the acts and omissions of its Affiliates under the Agreement as if they were Subscriber's acts and omissions.

3. LICENSES AND RESTRICTIONS.

3.1 NSL grants to Subscriber a limited, non-exclusive, non-transferable, non-sublicensable license to access and use the Services during the Term, subject to payment of any applicable fees and subject to the terms and conditions of the Agreement (and any applicable Third-Party Terms and Conditions (as defined below)), solely for Subscriber's (and its Affiliates') own internal business operations and then solely by its Authorized Users. **Rights and licenses not expressly granted herein are reserved** by NSL (and its Affiliates and its and their licensors, suppliers, and providers). Subscriber acknowledges that when it acquires a license it is not contingent on NSL's provision of any future features or functionalities of the Services or the Software or Updates to the Software.

3.2 As to that Software to be located on certain IAC Devices (that is not already on such IAC Devices), NSL shall provide a means by which Subscriber may download or otherwise obtain such Software or shall otherwise provide such Software to Subscriber.

3.3 From time to time, NSL may make available, install, and/or require Updates.

3.4 The Software may not be copied by Subscriber, in whole or in part, except as may be expressly authorized in writing by NSL. Subscriber shall not, and shall not permit any person to, remove any identification, confidentiality, copyright, attribution, or other notices from the Software or other Services systems or create a derivative work of any part of the Software. Subscriber shall not translate, adapt, modify, decompile, or reverse assemble any protection code or any program modules, nor shall Subscriber analyze or otherwise examine any such Software for reverse-engineering purposes. Subscriber may not re-license, distribute, or lend the Software or any of the Services to any third party or use the Software or the Services for commercial time-sharing, rental, or service-bureau use, or the like. Subscriber shall not: (i) access or attempt to access the Services by any means other than through the manners and means permitted and/or as provided by NSL; or (ii) attempt to gain unauthorized access to any of NSL's or NSL's (or its Affiliates') licensors', suppliers', providers', distributors', or other subscribers' services, accounts, computer systems, or networks associated with the Services. Subscriber represents and warrants that it shall not, during the Term and for one year thereafter, develop an overall software solution that is similar to or competitive with the Software or any of the Services.

3.5 The Software may include, contain, or be accompanied by third-party software or other materials that are subject to and provided in accordance with other terms and conditions, which are additional to or different from the terms and conditions set forth in the Agreement. Such other terms and conditions, as may be changed or supplemented from time to time (collectively, the "**Third-Party Terms and Conditions**"), may be included or referenced in a particular file or files accessible from the Software (such as "Legal," "License," or "Readme") and/or the Documentation (for example, a "Settings / About" file or the like); in such third-party software or other materials; and/or at a website(s) referenced by NSL. Subscriber acknowledges and agrees that its use of such third-party software or other materials requires its compliance with such Third-Party Terms and Conditions.

Subscriber acknowledges and agrees that NSL has no responsibility for, and makes no representations or warranties regarding, such third-party software or other materials or Subscriber's installation of, access to, or use of such third-party software or other materials.

3.6 Subscriber may allow its third-party contractors access to and use of the Services solely for Subscriber's (and its Affiliates') internal business operations; provided that, prior to any access or use, Subscriber shall enter into a written agreement with, as applicable, each such contractor containing terms and conditions substantially consistent with applicable terms and conditions in the Agreement (each, "**Authorized Contractor Personnel**"). Upon NSL's request, Subscriber shall promptly provide a copy of such agreement to NSL. Subscriber shall be fully responsible and liable for such Authorized Contractor Personnel's compliance with the Agreement, including for the acts and omissions of such personnel, as if they were Subscriber's acts and omissions.

3.7 Subscriber (and each Authorized User) shall maintain as personal and confidential any unique user identification and/or password used to gain access to the Services. It is Subscriber's (and each Authorized User's) sole responsibility to protect its user identifications and passwords from unauthorized use, and Subscriber will be responsible and liable for any unauthorized use of such user identifications or passwords.

3.8 Subscriber agrees to access and use the Services in compliance with all applicable laws, rules, and regulations.

3.9 Subscriber is responsible for monitoring its (and its Authorized Users') access and use of the Services to ensure compliance with the Agreement; however, NSL or its authorized agents may audit (electronically or otherwise) such access and use for such compliance.

3.10 Subscriber agrees to cooperate with NSL to the extent necessary for NSL to perform Support. Such cooperation shall include, but not be limited to, providing NSL with information and access to systems reasonably requested by NSL personnel.

3.11 NSL may (but is not required) to monitor the Services systems maintained by or for NSL; to help resolve questions, problems, errors, or Support issues; to detect or address threats to the functionality, security, integrity, or availability of the Services as well as any content, data, or applications in, or the Software that is a part of, the Services; or to detect or address violations of the Agreement. Information collected by any monitoring tools or the like may be used to assist in managing NSL's and/or its Affiliates' product and service portfolio, to help address deficiencies in NSL's and/or its Affiliates' product and service offerings, and for license management purposes. In addition to other rights and licenses granted to NSL, NSL may also compile statistical and other information related to the performance, operation, and access to and use of the Services and use such information in aggregated form for security and operations management, for research and development, for marketing, and for other commercial purposes.

3.12 Subscriber acknowledges and agrees that access to and use of the Services may be disabled by NSL when the Term expires and there is no renewal or if the Agreement (or an applicable Order) is terminated, if Subscriber materially breaches the Agreement, and/or if Subscriber misuses the Services.

4. PREPARING SUBSCRIPTION DATA AND CERTAIN USES.

4.1 As a part of the Services:

- (i) NSL will prepare certain Subscription Data, through use of certain Software or otherwise; and/or
- (ii) NSL will enable Subscriber to prepare certain Subscription Data, through use of certain Software accessible at the Portal.

In connection with the foregoing, either NSL will determine the Output Format(s) or NSL will permit Subscriber to select from one or more of the Output Formats made available by NSL.

4.2 If and to the extent Subscriber owns or Subscriber has rights or licenses (granted by a third party to Subscriber or otherwise obtained by Subscriber from a third party) to any portion of Designated Events Information, Operations Equipment Information, and/or Subscriber-Provided Information, Subscriber hereby grants to NSL and its Affiliates, and their respective successors and assigns, a royalty-free, irrevocable, worldwide, and sublicensable right and license to use, reproduce, distribute, modify, and prepare derivative works of the same, to perform and display the same, to combine with other information and data, and to prepare Subscription Data from the same, in connection with the Services or the Agreement.

4.3 Additionally, if and to the extent Subscriber owns or Subscriber has rights or licenses (granted by a third party to Subscriber or otherwise obtained by Subscriber from a third party) to any portion of Designated Events Information, Operations Equipment Information, and/or Incidental Information, Subscriber hereby grants to NSL and its Affiliates, and their respective successors and assigns, a royalty-free, irrevocable, worldwide, perpetual, and sublicensable right and license to use, reproduce, distribute, modify, aggregate, and prepare derivative works of the same, to perform and display the same, to combine with other information and data, to prepare compilations with and from the same, and to prepare in data formats, for any purpose whatsoever (as determined by NSL and/or its Affiliates) and with full rights to authorize others to do the same.

The foregoing grant includes all intellectual property rights embodied in or represented by such Designated Events Information, Operations Equipment Information, and Incidental Information.

Such grant continues after expiration of the Term or termination of the Agreement.

For clarification, NSL and its Affiliates may distribute, sublicense, commercialize, and exploit any such information, data, compilations, and/or resulting works with, through, and/or to NSL's or its Affiliate's customers, licensees, and other third parties, and generate revenue from the same; provided, to the extent NSL or any of its Affiliates does so, NSL or its applicable Affiliate shall do so in de-identified, anonymized, or aggregated forms or manners, so as not to identify directly Subscriber or any of its Affiliates as a source thereof. Such de-identification, anonymization, and aggregation may not, however, remove location-related information or data.

5. FEES.

5.1 Subscriber shall pay NSL all of the fees described in each Order (and, as may be described therein, applicable taxes) in U.S. dollars within 30 days of the effective date of such Order or such other period of time indicated in such Order, and by such methods as may be indicated in such Order or, if no such method is indicated, then by a commercially reasonable method.

5.2 Subscriber shall be responsible for all sales, use, and other taxes incurred with respect to the provision of Services, except those taxes based on NSL's income.

6. WARRANTIES, DISCLAIMERS, AND INDEMNIFICATION.

6.1 Each party represents and warrants that it has the full and unrestricted right, power, and authority to enter into the Agreement and to perform its commitments in accordance with the terms and conditions of the Agreement.

6.2 Subscriber represents and warrants that it has all rights, authorizations, releases, and/or permissions necessary: (i) for the acquisition and collection of Designated Events Information, Operations Equipment Information, and Incidental Information and communications of the foregoing to Services systems maintained by or for NSL, as otherwise referenced in the Agreement; (ii) to provide Subscriber-Provided Information to NSL; and (iii) to grant to NSL and its Affiliates any and all rights and licenses that Subscriber grants in the Agreement. Subscriber also represents and warrants that no Designated Events Information,

Operations Equipment Information, or Subscriber-Provided Information will infringe upon, violate, or misappropriate any proprietary or intellectual property right of any third party.

6.3 Disclaimers.

6.3.1 TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, NSL AND ITS AFFILIATES AND ITS AND THEIR LICENSORS, SUPPLIERS, PROVIDERS, AND DISTRIBUTORS DO NOT MAKE ANY REPRESENTATION OR WARRANTY THAT IS NOT EXPRESSLY SET FORTH IN THE AGREEMENT, AND, ON BEHALF OF ITSELF AND ITS AFFILIATES (AND SUCH LICENSORS, SUPPLIERS, PROVIDERS, AND DISTRIBUTORS), NSL EXPRESSLY DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, ARISING FROM ANY COURSE OF DEALING, USAGE, OR TRADE PRACTICE, OR RESPECTING THE ACCURACY OF THE OUTPUT OF THE INFORMATION OR THE RESULTS THAT MAY BE OBTAINED OR DERIVED THROUGH THE USE OF THE SERVICES (INCLUDING BUT NOT LIMITED TO SUBSCRIPTION DATA). THE SERVICES (AND SUBSCRIPTION DATA) ARE PROVIDED "AS IS."

6.3.2 Any statements about the Software or the Services in the Documentation, the Additional Descriptions and Requirements, or in any other communication are for information purposes but do not constitute a representation or warranty. Without limiting the foregoing, NSL does not warrant that (i) the operation or output of the Services will be uninterrupted, error-free, secure, accurate, reliable, or complete; (ii) errors will be corrected; or (iii) NSL will resolve any particular support request or that any resolution will meet Subscriber's requirements or expectations.

6.3.3 The Services are intended only to possibly assist Subscriber with certain of its internal business operations. The Services are not a substitute for Subscriber's business judgment or independent review, evaluation, confirmation, or testing.

6.3.4 For clarification, in its provision of the Services, NSL and its Affiliates are not responsible or liable for:

- (i) evaluating the substance or content (or lack thereof) of any Designated Events Information, Operations Equipment Information, Subscriber-Provided Information, Incidental Information, or any other information or acting upon such substance or content (or lack thereof); or
- (ii) checking, recording, or monitoring Operations Equipment or any other tools, products, or other equipment that Subscriber uses or operates or that others use or operate for Subscriber.

6.3.5 Subscriber acknowledges and agrees that NSL and its Affiliates have no duty, obligation, or other commitment (to, or on behalf of, Subscriber or its Affiliates, its or their customers, any other customers, or any other persons or entities) to warn, alert, advise, notify, or otherwise inform Subscriber or its Affiliates, its or their customers, any other customers, or any other persons or entities regarding:

- (i) the operability, then-current condition of or risk associated with, damage to, accident associated with, or other statuses of Operations Equipment or any other tools, products, or other equipment that Subscriber uses or operates or that others use or operate for Subscriber; or
- (ii) occurrences, statuses, locations, environments, or events that may be or may result in or cause hazards, accidents, injuries, or other harm.

6.3.6 As between the parties, Subscriber and users of the Services are responsible for establishing the adequacy of independent procedures for confirming and testing the reliability, accuracy,

completeness, and other characteristics of any Subscription Data, and NSL is not responsible for any of the foregoing. Any Subscription Data must be checked by Subscriber's personnel for accuracy and completeness. Subscriber agrees that none of NSL or its Affiliates or its or their licensors, suppliers, providers, or distributors shall be responsible or liable in any manner for any such Subscription Data and/or reliance on it, in whole or in part, and Subscriber holds NSL and each of them harmless from and against any claim related thereto.

6.3.7 Pursuant to the Agreement, none of NSL or its Affiliates or its or their licensors, suppliers, providers, or distributors shall have any responsibility or liability whatsoever relating to Subscriber's or any other person's use or operation of the Operations Equipment, IAC Devices, Network Hardware, or any other equipment, notwithstanding any use of the Subscription Data or any aspect of the Services in connection with the same.

6.4 Subscriber assumes liability for and hereby agrees to indemnify, defend, and hold NSL and its Affiliates and their respective officers, directors, employees, agents, successors, and assigns harmless from and against any and all claims, demands, actions, liabilities, losses, damages, and expenses (including reasonable attorneys' fees) arising out of or relating to: (i) Subscriber's breach of the Agreement; (ii) Subscriber's or any other person's use or operation of the Operations Equipment, IAC Devices, Network Hardware, or any other equipment or the products and/or services produced by Subscriber or its Affiliates and/or provided to its or their customers or any other customers, including but not limited to through the use, in part or in whole, of the Subscription Data or of the Services in connection with the same; or (iii) any claim by any such customer. Pursuant to the Agreement, none of NSL or its Affiliates or its or their licensors, suppliers, providers, or distributors shall be liable for any of the foregoing.

7. LIMITATIONS OF LIABILITY. (i) IN NO EVENT SHALL NSL OR ITS AFFILIATES OR ITS OR THEIR RESPECTIVE LICENSORS, SUPPLIERS, PROVIDERS, DISTRIBUTORS, OFFICERS, DIRECTORS, EMPLOYEES, CONTRACTORS, REPRESENTATIVES, OR AGENTS BE RESPONSIBLE OR LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES WHATSOEVER, AND INCLUDING LOST PROFITS, LOST DATA, LOSS OR ANY OTHER INFORMATION, OR LOSS OF BUSINESS, WHETHER GROUNDED IN TORT (INCLUDING NEGLIGENCE AND PRODUCT LIABILITY), STRICT LIABILITY, CONTRACT, OR OTHERWISE. THE ABOVE LIMITATIONS OF LIABILITY APPLY EVEN IF NSL (OR ANY OTHER OF SUCH ENTITIES) HAS KNOWLEDGE OR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR LOSSES. (ii) ADDITIONALLY, IN NO EVENT SHALL NSL'S AGGREGATE LIABILITY ARISING OUT OF OR IN CONNECTION WITH THE AGREEMENT EXCEED THE GREATER OF THE AMOUNTS PAID BY SUBSCRIBER UNDER THE APPLICABLE ORDER WITHIN THE 12 MONTHS PRIOR TO THE OCCURRENCE GIVING RISE TO THE CLAIM OR \$1,000.

8. TERM AND TERMINATION.

8.1 The Agreement shall continue until the Term expires (and is not renewed) or the Agreement is terminated in accordance with the Agreement.

8.2 NSL may terminate the Agreement upon Subscriber's material breach of any term or condition of the Agreement.

8.3 Upon expiration of the Term (and no renewal) or termination of the Agreement, however occurring, all licenses granted by NSL to Subscriber shall terminate. Upon such expiration or termination, Subscriber agrees to cease all use of the Services, and, without further notice, NSL may disable and/or render inoperable Subscriber's access to and use of the Services. At NSL's request, Subscriber shall also promptly provide written certification of its compliance with the foregoing. All rights and obligations that become absolute before such expiration or termination or that are of a continuing nature shall survive any expiration or termination.

8.4 To the extent NSL requires its Subscribers to enter a new form of a data subscription services agreement, NSL shall provide Subscriber with at least 30 days' prior notice of such date (the "**New**

Agreement Date") and an accessible copy of such new agreement. In such event, this Agreement shall terminate on the New Agreement Date. If the new agreement is agreed to by Subscriber, then the new agreement shall include such new agreement and then-current Orders. If Subscriber does not agree to such new agreement, then NSL shall promptly provide to Subscriber a pro rata refund based on the number of paid-for days remaining in the then-current Term; Subscriber agrees that the foregoing is its sole and exclusive remedy in such event.

9. MISCELLANEOUS.

9.1 The validity, interpretation, and performance of the Agreement shall be construed under and governed by the laws of the state of California (U.S.A), without giving effect to conflicts of laws principles. Each party hereby unconditionally consents to submit to the exclusive jurisdiction of the state and federal courts located in or for Orange County, California (U.S.A.), for any action, suit, or proceeding arising out of or relating to the Agreement. Notwithstanding anything to the contrary in the Agreement, NSL may bring an action before, or obtain equitable relief from, any court of competent jurisdiction in the event of any infringement by Subscriber of NSL's intellectual property rights or any unauthorized use of the Services or use or disclosure of NSL's proprietary or confidential information. The U.N. Convention on Contracts for the International Sale of Goods and the Uniform Computer Information Transactions Act shall not apply to the Agreement.

9.2 The English language version of the Agreement is legally binding in case of any inconsistencies between the English version and any translations.

9.3 The parties to the Agreement are independent contractors.

9.4 If Subscriber is a federal government entity, then NSL provides the Software solely in accordance with those rights customarily provided to the public, under the terms and conditions of the Agreement. For U.S. Government procurements, all Software is deemed to be commercial computer software as defined in FAR 12.212 and subject to restricted rights, including as described DFARS 227.7202-3 (Rights in Commercial Computer Software or Commercial Computer Software Documentation), as applicable, and any successor regulations. Notwithstanding any FAR to the contrary, any use, modification, reproduction, release, performance, display, or disclosure of the Software by the U.S. Government shall be solely in accordance with license rights and restrictions described in the Agreement. If an agency or other part of the federal government has a need for rights not conveyed under the Agreement, then it must negotiate with NSL to determine if there are acceptable terms for transferring such rights, and a mutually acceptable written addendum to the Agreement pertaining to the same must be included in any applicable contract between the parties.

9.5 The Agreement may not be assigned or transferred by Subscriber.

9.6 Notices in connection with the Agreement by either party must be in writing. Notices from NSL to Subscriber will be effective, in the case of notices by email, 1 day after sending to the email address provided by Subscriber in an Order, or, in the case of notices by mail or delivery service, 5 days after sending by regular post or delivery service to the address provided by Subscriber in an Order. Notices from Subscriber to NSL may be by mail or delivery service addressed to National Signal LLC, 2440 Artesia Avenue, Fullerton, California, CA 92833, Attention: Chief Executive Officer, and effective when received by NSL, or by email to info@nationalsignalinc.net and effective on the date of confirmed receipt by NSL.

9.7 From time to time, Subscriber may provide suggestions, comments, or other feedback to NSL with respect to possible changes or improvements to the Services (collectively, "**Feedback**"). Such Feedback may be given voluntarily and shall not create any confidentiality obligation or use limitation on NSL. During the Term and thereafter, NSL shall be free to use, disclose, and otherwise exploit the Feedback as it sees fit, without any restriction of any kind, and Subscriber shall not use, disclose, or otherwise exploit such Feedback.

9.8 The parties agree that a breach of the Agreement adversely affecting NSL's proprietary and/or intellectual property rights in any portion of the Services and/or any of NSL's confidential information will cause irreparable injury to NSL for which monetary damages are not an adequate remedy, and NSL shall be entitled to equitable relief in addition to any remedies it may have hereunder or at law.

9.9 Failure by either party to enforce any provision of the Agreement will not be deemed a waiver of future enforcement of that or any other provision.

9.10 If for any reason any provision of the Agreement is unenforceable, that provision will be enforced to the maximum extent permissible so as to give effect to the intent of the parties, and the remainder of the Agreement will continue in full force and effect.

9.11 Headings are for reference purposes only.

9.12 NSL shall not be responsible or liable for delays or failures in performance resulting from causes beyond NSL's reasonable control.

9.13 Export laws and regulations of the United States and any other relevant local export laws and regulations may apply to the Software. Subscriber agrees that such export control laws govern its use of the Software (including technical data) provided under the Agreement, and Subscriber agrees to comply with all such export laws and regulations (including "deemed export" and "deemed re-export" regulations). Subscriber agrees that no data, information, or Software will be exported or re-exported, directly or indirectly, in violation of these laws or will be used for any purpose prohibited by these laws.

9.14 Except as may be provided otherwise in the Agreement, the Agreement may be amended only by a writing(s) expressly agreed to by authorized representatives of both parties and with reference to the Agreement.

9.15 The Agreement (including Orders, Additional Descriptions and Requirements, the Documentation, and any other attachments or other documents deemed incorporated) sets forth the entire understanding between the parties concerning the subject matter hereof and supersedes all contemporaneous and prior agreements with respect to the subject matter hereof.

[End of Agreement.]