MASTER SUBSCRIPTION AGREEMENT

THIS MASTER SUBSCRIPTION AGREEMENT IS ENTERED INTO BY AND BETWEEN NEARMAP AND CUSTOMER. BY EXECUTING AN ORDER FORM ATTACHED TO THIS MASTER SUBSCRIPTION AGREEMENT OR INCORPORATING THIS MASTER SUBSCRIPTION AGREEMENT BY REFERENCE, CLICKING A BUTTON OR CHECKING A BOX INDICATING AGREEMENT TO THIS MASTER SUBSCRIPTION AGREEMENT, OR BY ACCESSING OR USING OR PERMITTING AN AUTHORIZED USER TO ACCESS OR USE A PRODUCT SUBJECT TO THESE TERMS, NEARMAP AND CUSTOMER AGREE TO BE BOUND BY THIS MASTER SUBSCRIPTION AGREEMENT, THE ORDER FORM, AND ALL TERMS INCORPORATED BY REFERENCE (COLLECTIVELY, THE "**AGREEMENT**"). THIS AGREEMENT BECOMES EFFECTIVE UPON THE EARLIER OF CUSTOMER ACCESSING OR USING ANY NEARMAP PRODUCTS OR AS SET FORTH ON THE ORDER FORM ("**EFFECTIVE DATE**"). IF CUSTOMER DOES NOT AGREE TO THIS MASTER SUBSCRIPTION AGREEMENT, CUSTOMER MUST NOT ACCESS OR USE ANY NEARMAP PRODUCTS. CAPITALIZED TERMS NOT DEFINED IN THIS MASTER SUBSCRIPTION AGREEMENT HAVE THE MEANINGS GIVEN TO THEM IN THE ORDER FORM.

1. **DEFINITIONS**

    1.1. "**Affiliate**" means (a) if Customer contracts with Nearmap AU and is located in: (i) Australia, a "Subsidiary" or "Related Party," each as defined in the Corporations Act, or (ii) New Zealand, a "Related Company" or "Subsidiary" as defined in the Companies Act; or (b) if Customer contracts with Nearmap US, an entity that, directly or indirectly, controls, is controlled by, or is under common control with a party. As used herein, "control" means the power to direct the management or affairs of an entity or the beneficial ownership of fifty percent (50%) or more of the voting equity securities or other equivalent voting interests of an entity.

    1.2. "**APIs**" means Nearmap's application programming interfaces made available by Nearmap under the Agreement.

    1.3. "**Applicable Laws**" means all existing and future federal, state, provincial, regional, territorial and local laws, international treaties, statutes, statutory instruments, ordinances, regulations, rules, executive orders, supervisory requirements, directives, circulars, opinions, interpretive letters and other office releases, guidelines, and policies with the force of law, of or by any government, or any governmental authority, department, or agency thereof (including all federal and state banking laws, regulations, guidance, and policies), or any court of competent jurisdiction that are applicable to the parties in their performance of their obligations or exercise of their rights under the Agreement.

    1.4. "**Authorized User**" means Customer's employees, agents, independent contractors, and consultants that use the Products on Customer's behalf; provided that, to the extent Customer desires its agents, independent contractors, and consultants to be Authorized Users, it must request access or otherwise obtain approval from Nearmap.

    1.5. "**Companies Act**" means the Companies Act 1993 (NZ).

    1.6. "**Confidential Information**" has the meaning set forth in Section 10.1.

    1.7. "**Corporations Act**" means *Corporations Act 2001* (Cth) of Australia, as amended.

    1.8. "**Customer**" is the company, organization, or other business or governmental entity set forth in the customer identification section of the applicable Order Form.

    1.9. "**Customer Data**" means information, data, and other content, in any form or medium, that is uploaded to, or otherwise received by, the Platform, directly (including via a third-party provider) from an Authorized User.

    1.10. "**Customer Specific Addenda**" means customer specific terms and conditions available via the Nearmap website at www.nearmap.com/legal/addenda.

    1.11. "**De-identified Data**" has the meaning set forth in Section 3.4.

    1.12. "**Derivative Works**" means a work that is based upon another work, such as a revision, modification, or any other form in which the original work may be recast, transformed, or adapted and that if prepared without the authorization of the owner of the copyright in the original work, would constitute a copyright infringement.

    1.13. "**Digital Only Customer**" means a Customer who has subscribed to Products through the online subscription process or other digital or e-commerce channel or process as made available by Nearmap from time to time, and includes Customers who are digitally serviced.

    1.14. "**Documentation**" means any end user technical documentation provided by Nearmap for the Products located at https://help.nearmap.com.

1.15. "**Feedback**" has the meaning set forth in Section 4.2.

1.16. "**Fees**" has the meaning set forth in Section 5.1.

1.17. "**Free Trial**" has the meaning set forth in Section 14.1.

1.18. "**GST Laws**" means (a) if Customer is located in Australia, *A New Tax System (Goods and Services Tax) Act 1999* (Cth) and its associated regulations, as amended; or (b) if Customer is located in New Zealand the *Goods and Services Tax Act 1985*.

1.19. "**Nearmap**" means (a) if Customer is located in Australia or New Zealand, as determined by Customer's billing address set forth in an Order Form, then the Nearmap contracting entity is Nearmap Australia Pty Ltd (ABN 16 120 677 250) (NZCN 6603574) ("**Nearmap AU**"), with offices located at Level 4, Tower One, International Towers, 100 Barangaroo Avenue, Barangaroo NSW 2000; or (b) if Customer is located in the United States of America, Canada, or any other jurisdiction other than Australia or New Zealand, as determined by Customer's billing address set forth in an Order Form, then the Nearmap contracting entity is Nearmap US, Inc. ("**Nearmap US**"), with offices located at 1850 Ashton Blvd, Ste 500, Lehi, UT 84043.

1.20. "**Nearmap Data**" means any data made available by or on behalf of Nearmap to the Customer in connection with the APIs or a Platform.

1.21. "**Nearmap Policies**" has the meaning set forth in Section 2.9.

1.22. "**Order Form**" means a written document or electronic form, including any order, statement of work, proposal, quote, schedule, online ordering document or subscription process completed by a Digital Only Customer, or other such documentation, whether or not labeled "Order Form," that details the Products, including quantities, specifications, pricing, payment terms, and any other pertinent terms and conditions agreed upon by both parties.

1.23. "**Output**" has the meaning set forth in Section 2.1.1.

1.24. "**Personal Data**" means any data or information that is linked or reasonably linkable to an identified or identifiable natural person.

1.25. "**Platform**" means Nearmap's online web-based application that may be made available by Nearmap under the Agreement.

1.26. "**Privacy Policy**" has the meaning set forth in Section 13.

1.27. "**Process**" or "**Processing**" means any operation or set of operations performed, whether by manual or automated means, on information or on sets of information, such as the collection, use, storage, disclosure by transmission, dissemination or otherwise making available, alignment or combination, analysis, restriction, deletion, or modification of information.

1.28. "**Products**" means, collectively, the API and Platform.

1.29. "**Product-Specific Terms**" means additional terms and conditions, if any, governing the use of specific then-current Products generally available to Nearmap customers via the Nearmap website at https://www.nearmap.com/legal/product-specific-terms.

1.30. "**Service Level Agreement**" means the service level agreement provided by Nearmap for the Platform, as further described at https://www.nearmap.com/legal/service-level-agreement.

1.31. "**Subscription Term**" means the term specified on the Order Form, including without limitation in the "License Term," "Subscription Term," or "Subscription Period" section of the Order Form, together with any renewal terms.

1.32. "**Support Policy**" has the meaning set forth in Section 2.6.

1.33. "**Territory**" means, as applicable, Australia, Canada, New Zealand, and/or the United States of America. Coverage by Nearmap within the Territory is outlined at https://www.nearmap.com/coverage for Canada and the United States of America, at https://www.nearmap.com/au/coverage for Australia, and at https://www.nearmap.com/nz/coverage for New Zealand.

1.34. "**Third-Party Services**" has the meaning set forth in Section 3.5.

1.35. "**Usage Data**" has the meaning set forth in Section 3.4.

2. **NEARMAP PRODUCTS AND SERVICES**

2.1. **Access to Products**. Subject to and conditioned on Customer's and its Authorized Users' compliance with the terms and conditions of the Agreement:

2.1.1. **Platform**. To the extent Customer elects to use the Platform or the Platform is specified in an Order Form, Nearmap hereby grants Customer a non-exclusive, non-sublicensable (unless otherwise permitted in this Agreement), royalty-free, non-transferable (except in compliance with Section 15.1) right to access and use the Platform in the Territory during the Subscription Term to: (a) use the Platform and the Nearmap Data for Customer's internal business purposes subject to any further limitations set forth in an Order Form; (b) create Derivative Works of the Nearmap Data (subject to Section 2.2), strictly in the form of reports, presentations, maps or other documents for internal purposes only that are fixed in a non-manipulable medium (the "**Output**"); and (c) use, and make a reasonable number of copies of, the Documentation solely in connection with the exercise of Customer's rights under this Section 2.1.1, solely for use by Authorized Users in accordance with the Documentation, Order Form, and the terms and conditions herein.

2.1.2. **API**. To the extent Customer elects to use an API or an API is specified in an Order Form, Nearmap hereby grants to Customer a non-exclusive, non-sublicensable (unless otherwise permitted in this Agreement), royalty-free, and non-transferable (except in compliance with Section 15.1) right and license in the Territory during the Subscription Term to: (a) access and use the APIs to receive Nearmap Data; (b) use the Nearmap Data for Customer's internal business purposes subject to any further limitations set forth in an Order Form; (c) create Output for internal purposes only; and (d) use, and make a reasonable number of copies of, the Documentation solely in connection with the exercise of Customer's rights under this Section 2.1.2, solely for use by Authorized Users in accordance with the Documentation, Order Form, and the terms and conditions herein.

2.1.3. **Other Rights Reserved.** Other than as expressly set out in Sections 2.1.1 and 2.1.2, Customer may not use the Platform, an API, or Nearmap Data for any other purpose without Nearmap's prior written consent, and all other rights therein and thereto are hereby reserved by Nearmap.

2.2. **Nearmap Attribution**. If Customer creates Output, Customer must expressly acknowledge Nearmap (or, if Customer procures third-party imagery from Nearmap, then any such third-party imagery service provider, as applicable) in a reasonably prominent manner on each Output (by displaying the Nearmap logo or such other attribution as reasonably requested by Nearmap), as the source of any data underlying the Output. Unless otherwise permitted in writing by Nearmap, Customer must not remove or cause to be removed any Nearmap logo, watermark, or other Nearmap attribution in any Output. Customer must include all requisite legends indicating and preserving Nearmap's rights in and to the Products. All Output must include the following copyright notice on the work: "Created with [TITLE OF PRODUCT]© [year] Nearmap US, Inc.", if the Nearmap contracting entity is Nearmap US; or "Created with [TITLE OF PRODUCT]© [year] Nearmap Australia Pty Ltd", if the Nearmap contracting entity is Nearmap AU.

2.3. **Authorized Users**. Authorized Users may use the Products on Customer's behalf, provided Customer remains liable and responsible for the acts and omissions of each such Authorized User. Customer must inform all Authorized Users that their use of the Products is subject to the terms and conditions of this Agreement and ensure those Authorized Users comply with the applicable provisions, including, but not limited to, Section 2.5 and Section 10. Customer acknowledges and agrees that each Authorized User must have its own unique password and cannot share such password with any other users. If Customer is given passwords to access the Products on Nearmap's systems, Customer shall require that all Authorized Users keep user ID and password information strictly confidential and not share such information with any unauthorized person. Customer shall be responsible for any and all actions taken using Customer's accounts and passwords.

2.4. **Use by Affiliates.** Each of Customer's Affiliates will be entitled to access and use the Products in accordance with the terms and conditions of this Master Subscription Agreement, provided that such Affiliate executes a separate Order Form with Nearmap that incorporates this Master Subscription Agreement by reference. In the event a Customer Affiliate executes such a separate Order Form, all references in this Agreement to Customer shall be deemed to refer to such Customer Affiliate for purposes of such Order Form.

2.5. **General Restrictions**. Customer shall not, and shall not allow or induce any third party (including any Authorized User) to directly or indirectly: (a) sell, rent, lease, or use the Products for time sharing purposes; (b) use the Products to help develop, or help provide to any third party, any product or service similar to or competitive with the Products, or copy any ideas, features, functions, documentation, content, audio or visual material, images, graphics, photos, digital media, or other materials or content of any type that are provided by, derived from, or based on the Products; (c) reverse engineer, decompile, disassemble, or otherwise seek to obtain the source code of the Products; (d) copy, modify, or create Derivative Works from the Products or any Documentation (except as permitted in Section 2.1.1(b)

or Section 2.1.2(c)); (e) remove or obscure any copyright or proprietary or other notice contained in the Products or Documentation; (f) create an internal or commercial imagery dataset or Derivative Works composed principally of the Nearmap Data; (g) unless otherwise stated in an Order Form, make the Products publicly accessible or viewable; (h) use the Products for the purpose of product development, tuning, training, or modification of internal models, generation of aggregated analysis, or creation of data elements related to the Products; (i) create any Derivative Works from the Products combined with any third party imagery or based on any third party imagery; (j) propagate (including by uploading and/or distributing) any virus, Trojan horse, time bomb, or other malware or programming routine intended to damage any system or data; (k) access or use the Products in a manner intended to circumvent or exceed service account limitations, contractual usage limits, or requirements; (l) disrupt, disable, interfere with, or disrupt the integrity or performance of the Products or the data contained therein, including through excessive use; (m) use any Products in a manner that violates any Applicable Law, regulation, or legal requirement or obligation; (n) use any Products in violation of any third-party rights of privacy or intellectual property rights; (o) use or permit the use of any tools in order to probe, scan, or attempt to penetrate or benchmark any Products; (p) post, upload, transmit, or provide any Customer Data that Nearmap reasonably deems to be unlawful, harmful, abusive, or otherwise objectionable; (q) attempt to gain unauthorized access to the Products or its related systems or networks; (r) utilize any machine learning products, including any open-source products, computer vision, large language models, or vision-language models, in connection with the use of the Products; or (s) use the Products except as expressly permitted by the Agreement.

2.6. **Support; Improvements**. Customer acknowledges that Nearmap may improve and modify the features and functionality of the Products during the Subscription Term. Nearmap will provide Customer with commercially reasonable notice of any changes made to a material feature or functionality of the Products and will provide support to Customer in accordance with its then-current support policies generally available to Nearmap customers via the Nearmap website: https://www.nearmap.com/contact-support ("**Support Policy**"). Notwithstanding the foregoing, Nearmap has no obligation to provide Customer with any additional support, but if Nearmap and Customer agree to do so, Nearmap may charge Customer reasonable additional fees for the additional support provided to Customer by Nearmap.

2.7. **Product-Specific Terms**. For any Products listed on an Order Form, the applicable Product-Specific Terms are hereby incorporated into the Agreement by reference.

2.8. **Addenda.** If Customer meets the applicable criteria set forth in a Customer Specific Addenda, the applicable Customer Specific Addenda are hereby incorporated into the Agreement by reference.

2.9. **Service Level Agreement**. Nearmap's uptimes, metrics, and provision of the Products are in accordance with the system status located at: https://www.nearmap.com/status ("**Status**"). Customer may subscribe to receive optional Status updates. Nearmap will provide the Platform to Customers (other than Digital Only Customers) in accordance with the availability obligations, service credits, and other terms set forth in the Service Level Agreement.

2.10. **Nearmap Policies.** Nearmap reserves the right to update its Service Level Agreement, Product-Specific Terms, Support Policy, Documentation, and Privacy Policy (collectively "**Nearmap Policies**") at any time in its sole discretion provided that any updates shall not materially diminish the level of privacy, support, or obligations set forth in such Nearmap Policies during the Subscription Term in which Nearmap updates such Nearmap Policies.

3. **CUSTOMER'S OBLIGATIONS; CUSTOMER DATA**

3.1. **Customer Obligations**. Customer is solely responsible for the accuracy, content, and legality of all Customer Data. Customer represents and warrants to Nearmap that: (a) Customer's use of the Products and all Customer Data is and will be at all times compliant with all Applicable Laws; (b) Customer has provided all required notices and obtained and will maintain (and acknowledges it is solely responsible for obtaining and maintaining) all necessary consents as may be required by Applicable Laws to grant the Customer Data rights granted to Nearmap in Section 3.3, and Process such Customer Data as contemplated by the Agreement; (c) Nearmap's use of the Customer Data does not infringe or otherwise violate the rights of any third party, including any intellectual property rights, fiduciary duty, and/or privacy rights; (d) Customer will access the APIs using only the login credentials and API key(s) assigned to Customer and as provided by Nearmap; (e) Customer will comply with any limits placed on access to and use of the APIs in the Order Form or in the Documentation, including any rate or data limits on queries to the API; and (f) Customer is responsible for all activities that occur with respect to the Products, use of the Products, and compliance with the Agreement. Customer is responsible for, and will hold confidential, all login credentials, including usernames and passwords, for administrator accounts, as well as the accounts of the Authorized Users. Nearmap will not be responsible for any damages, losses, or liability to Customer, Authorized Users, or anyone else due to such information not being kept confidential by Customer or the Authorized Users, or if such information is correctly provided by an unauthorized third-party logging into and accessing the products.

3.2. **Customer Restrictions**. Unless otherwise agreed to in writing, Customer is prohibited from uploading, or otherwise providing, directly or indirectly (including via a third-party provider or an Authorized User) by or through the Products, or provided by Customer to Nearmap to input into the Products, Customer Data that includes any sensitive information, including a social security number, passport number, driver's license number, or similar identifier, credit card or debit card number, or any other similar information which may be subject to specific data privacy and security laws. Nearmap does not make any representations as to the adequacy of the Products to Process Customer Data or to satisfy any legal or compliance requirements which may apply to Customer Data, other than as described herein.

3.3. **Rights in Customer Data**. As between the parties, Customer shall retain all right, title and interest (including all patent, copyright, trade secret, and other intellectual property rights) in and to Customer Data. Customer hereby grants to Nearmap a non-exclusive, worldwide, irrevocable, transferable, sublicensable (through multiple tiers), fully paid-up, royalty-free right and license to use, copy, store, transmit, modify, and display Customer Data in order to: (a) provide the Products to Customer; (b) perform such other actions as authorized or instructed by Customer in writing (email to suffice); and (c) as otherwise permitted by Applicable Laws. Nearmap will not share Customer Data with any third parties, except with (i) Nearmap's Affiliates, (ii) a subcontractor for a business purpose pursuant to a written agreement, provided that Nearmap shall be liable to Customer for the acts or omissions of any subcontractor to whom Nearmap has disclosed or permitted to access Customer Data as if they were the acts or omissions of Nearmap; and (iii) to third parties as necessary to comply with Applicable Laws.

3.4. **Usage Data and De-identified Data**. Customer acknowledges and agrees that Nearmap may create, collect, analyze, retain, and use data and other information that results or is derived from (a) Customer's use of the Products ("**Usage Data**"); and (b) Customer Data that is used solely in a deidentified manner such that the information is no longer Personal Data under Applicable Laws ("**De-identified Data**"), for the purposes of developing, maintaining, operating, improving, or providing the Products. Nearmap will not attempt to reidentify any De-identified Data. For clarity, Usage Data and De-identified Data, and all intellectual property and proprietary rights therein, shall be exclusively owned by Nearmap. In the event Customer gains or retains any interest in the Usage Data or De-identified Data, Customer hereby irrevocably assigns to Nearmap any and all right, title, and interest in and to any Usage Data or De-identified Data.

3.5. **Third Party Application Service Providers**. Customer may be able to access and use certain third-party services or products (e.g., a third-party service that integrates with Nearmap via opt-in or uses Nearmap's APIs) through or with its use of the Products ("**Third-Party Services**"). IF CUSTOMER USES ANY THIRD-PARTY SERVICES, CUSTOMER AGREES TO SUCH THIRD-PARTY SERVICES' TERMS AND CONDITIONS AND NEARMAP WILL NOT BE RESPONSIBLE FOR ANY ACT OR OMISSION OF ANY PROVIDER OF SUCH THIRD-PARTY SERVICES. NEARMAP DOES NOT WARRANT OR PROVIDE DIRECT SUPPORT FOR ANY THIRD-PARTY SERVICES. CUSTOMER ACKNOWLEDGES AND AGREES THAT NEARMAP WILL HAVE NO RESPONSIBILITY OR LIABILITY FOR THE ACTS OR OMISSIONS OF ANY AUTHORIZED USERS IN CONNECTION WITH ANY THIRD-PARTY SERVICES.

4. **IP OWNERSHIP**

4.1. **Ownership**.

4.1.1. **Nearmap Ownership**. Customer agrees that Nearmap or the providers of Third-Party Services own and retain all right, title, and interest (including all patent, copyright, trade secret, and other intellectual property rights) in and to (a) the Products, Documentation, Nearmap Data, Usage Data, De-identified Data, and any and all related and underlying technology, documentation, content, audio or visual material, images, graphics, photos, digital media, or other materials or content of any type, trademarks, and other information and (b) any idea, discovery, design, method, material, formula, trade secret, invention (including any discovery of a new technology and any improvement to existing technology), know-how, innovation, writing, work of authorship, compilation, and other development or improvement, whether or not patented or patentable, copyrightable, or reduced to practice or writing and all intellectual property rights thereto, each as pertains to the Products (whether currently existing or developed in the future), Documentation, and Nearmap Data.

4.1.2. **Customer Ownership**. Subject to Section 6.4, Customer may continue using the Output provided that Nearmap may, by written notice to Customer at any time, limit Customer's use of certain Output or require Customer to cease using certain Output (and delete any copies of them) if Nearmap forms the view, in Nearmap's reasonable discretion, that Customer's use of the Output may infringe the rights of any third party. For the avoidance of doubt, Nearmap will continue to own all rights in and to any Nearmap Data embedded in any Output, but all other rights in and to the Output will belong to Customer.

4.2. **Feedback**. In the event Customer or its Authorized Users provide Nearmap with any suggestions, ideas, improvements, or other feedback with respect to any aspect of the Products ("**Feedback**"), Customer hereby irrevocably assigns to Nearmap any and all right, title, and interest in and to any Feedback.

5. **FEES AND PAYMENT**

5.1. **Fees and Payment**. Unless otherwise set forth in the applicable Order Form, all undisputed fees set forth in the Order Form (the "**Fees**") shall be paid by Customer within thirty (30) days of Nearmap's provision of an invoice to Customer. All Fees are due and payable in advance at the start of the applicable Subscription Term (and each renewal term), and except as set forth in an Order Form, all payments shall be made in the currency detailed in the invoice provided by Nearmap via ACH, credit card, or such other method as Nearmap communicates to Customer. Except as expressly set forth in Section 7.1, or 9.1(iii), all Fees are non-refundable. Any late payments shall be subject to a service charge equal to the maximum amount allowed by law (plus the costs of collection and reasonable attorneys' fees). Nearmap's other contractual and/or statutory rights, claims, and remedies remain unaffected. Fees for the Products are based on units purchased during the Subscription Term and not actual usage. Customer acknowledges and agrees that the number of units purchased cannot be decreased during a Subscription Term and that the units purchased will not roll over to the next Renewal Subscription Term.

5.2. **Excess Fees**. Customer is responsible for paying all actual excess fees incurred by Nearmap based on: excess data, storage, processing, API calls, and access fees charged by Nearmap's third-party cloud service providers as a result of Customer's use in excess of the amount(s) permitted in the Agreement.

5.3. **Fee Dispute.** If Customer has a good faith belief that a particular invoice is incorrect, Customer must contact Nearmap in writing (email to suffice) within sixty (60) days of such invoice date detailing the basis of the dispute. Customer may only withhold payment on the timely disputed amount in accordance with this Section. Any payment not received by Nearmap by the due date and not subject to a good faith dispute may accrue late charges at the maximum rate permitted by law, from the date such payment was due until the date paid. Nearmap's other contractual and/or statutory rights, claims, and remedies remain unaffected.

5.4. **Taxes**. If Customer contracts with (a) Nearmap AU, Customer will be responsible for the payment of any and all local, state, federal, or foreign taxes, levies, and duties of any nature, including value-added, sales, use, withholding taxes, and applicable goods and services tax (GST) under GST Law; or (b) Nearmap US, Customer will be responsible for the payment of any and all local, state, federal, or foreign taxes, levies, and duties of any nature, including value-added, sales, use, and withholding taxes. If GST is payable on a supply made by Nearmap, Customer must pay as additional consideration an amount equal to the amount of GST payable on that supply. Customer is responsible for paying all taxes, excluding only taxes based on Nearmap's net income. If Nearmap has the legal obligation to pay or withhold taxes for which Customer is responsible under this Section 5.4, the appropriate amount shall be invoiced to and paid by Customer unless Customer is exempt from paying such taxes or subject to a reduced state of withholding tax and the Customer provides Nearmap with proof of a valid tax exemption certificate authorized by the appropriate taxing authority.

5.5. **Audit.** During the Subscription Term and for two (2) years after termination or expiration of the Agreement, Customer shall maintain accurate and complete records regarding its access and use of the Products. Customer shall permit Nearmap (or its auditors) access to such records, books, systems and Authorized Users to confirm compliance with the Agreement. Nearmap will give at least thirty (30) days' prior written notice of an audit and will not conduct an audit more than once per calendar year unless non-compliance findings are noted, in which case the audit period may be extended. If an audit results in findings of non-compliance, Nearmap may, at its discretion: (a) invoice any additional license fees due based on the Fees set forth in the applicable Order Form; (b) recover the reasonable cost of the audit if additional Fees exceed five percent (5%) of the Fees paid during the audit period; and (c) terminate the Agreement in accordance with Section 6.2. Customer must pay all invoices issued under this Section 5.5 within thirty (30) days following the date of invoice.

6. **TERM; TERMINATION; SUSPENSION**

6.1. **Subscription Term**. The initial term of the Agreement shall begin on the Effective Date of the subscription specified in the Order Form and extend for the Subscription Term specified in the applicable Order Form. Upon the expiration of the initial term specified in the applicable Order Form, the term will automatically renew for successive terms of twelve (12) months each unless either party provides the other party at least thirty (30) days written notice, or for Digital Only Customers online notice, prior to the expiration of the then-current Subscription Term of its intention not to renew the Subscription Term. Nearmap will provide Customer notice of the Fees applicable to the renewal at least forty-five (45) days prior to the expiration of the then-current Subscription Term.

6.2. **Termination**. Either party may terminate the Agreement if the other party (a) fails to cure any material breach of the Agreement (including a failure to pay Fees) within thirty (30) days after written notice (such notice must contain sufficient detail as to the nature of the breach and state the intent to terminate and email notice is valid only in the case of termination for non-payment of Fees); (b) ceases operation without a successor; (c) seeks protection under

any bankruptcy, receivership, trust deed, creditors' arrangement, composition, or comparable proceeding, or if any such proceeding is instituted against that party (and not dismissed within sixty (60) days thereafter); or (d) if applicable, a party suspends payment of its debts generally, or is or becomes unable to pay its debts when they are due, or is or becomes unable to pay its debts within the meaning of the Corporations Act or Companies Act (as applicable).

6.3. **Suspension of Products**. Upon written notice (email to suffice) to Customer, in addition to any of its other rights or remedies, Nearmap may immediately suspend Customer's access to the Products if (a) except as provided in Section 5.1, Customer's account is ten (10) days or more overdue until such amounts are paid in full; (b) Customer is in material breach of any term in this Agreement, provided that such suspension will be narrowly tailored to address the cause of suspension for only the duration needed for Customer to cure such breach; (c) there is an attack on the Products, the Products are accessed or manipulated by a third party, or there is another event for which Nearmap reasonably believes that the suspension of Customer's access to the Products is necessary to protect Nearmap's network or its other customers; (d) Nearmap is required to do so by law (e.g., where providing access to Customer or an Authorized User may be, or become, unlawful); or (e) a licensor, supplier, or provider of Third-Party Services offering its products or services to Nearmap has terminated its relationship with Nearmap or ceased to offer such products or services.

6.4. **Effect of Termination**. Upon termination or expiration, Customer agrees to: (a) stop all uses of the Products, Nearmap Data, and any Output; (b) permanently delete the Products, Nearmap Data, and any Output from all devices and systems of all Authorized Users (provided that, however, Customer may retain one copy of the Output and Nearmap Data included therein for compliance, regulatory, and archival purposes as required by Applicable Laws provided that such Output and Nearmap Data included therein shall remain subject to the confidentiality and non-use obligations set forth herein for so long as such Output and the Nearmap Data included therein is retained); and (c) within five (5) days of such termination, ensure that an officer of Customer certifies in writing that all applicable copies of the Products, Nearmap Data, and Output have been permanently deleted or destroyed. Except as otherwise set forth herein, termination of the Agreement is not an exclusive remedy and the exercise by either party of any remedy under the Agreement will be without prejudice to any other remedies it may have under the Agreement, by law, or otherwise. Except in the case of Customer's termination for Nearmap's material breach pursuant to Section 6.2, Customer shall pay to Nearmap all Fees accrued or payable to Nearmap upon the effective date of termination in accordance with Section 5.

6.5. **Customer Data**. Customer acknowledges that if Customer or an Authorized User deletes or modifies Customer Data from the Products, Customer Data may still reside in Nearmap's systems, applications, databases, and servers (including as backups and/or archives). Customer acknowledges that Customer's deletion or modification of Customer Data during any Subscription Term may have an adverse impact on Customer's use of the Products (and Nearmap is not liable with respect thereto).

6.6. **Survival**. The following Sections shall survive any expiration or termination of the Agreement: 2.2, 3, 4, 5, 6.4, 6.5, 7.2, 8, 9, 10, 12, and 15.

7. **LIMITED WARRANTY; DISCLAIMER**

7.1. **Limited Warranty**. Nearmap warrants that (a) it will provide the Products in a manner consistent with general industry standards reasonably applicable to the provision thereof; and (b) Nearmap will not materially decrease the overall functionality of the Products. Nearmap's sole liability (and Customer's sole and exclusive remedy) for any breach of the warranties set forth in Section 7.1(a) and 7.1(b) shall be, in Nearmap's sole discretion and at no additional charge to Customer, to use commercially reasonable efforts to offer Customer an error correction or work-around so that the Product(s) materially conform(s) to the warranty, or if Nearmap determines such remedies to be impracticable, Nearmap may terminate the remaining Subscription Term and Customer shall receive as its sole remedy and Nearmap's entire liability shall be, a refund of any prepaid Fees for Products not used as of the date of the warranty claim. The limited warranty set forth in this Section 7.1 shall not apply: (a) unless Customer makes a written claim in accordance with Section 15.7 within thirty (30) days of the date on which the condition giving rise to the claim first appeared, (b) if the error was caused by misuse, unauthorized modifications, or third-party hardware, software, or services, (c) if the decrease in functionality is caused by the combination of the Products with any services, hardware, connection, interface, data, or business processes not provided by Nearmap, or (d) to the Products provided on a no-charge or evaluation basis or otherwise as part of a Free Trial.

7.2. **Warranty Disclaimer**. EXCEPT FOR THE WARRANTIES SET FORTH IN THIS SECTION 7, THE PRODUCTS, AND ANY AND ALL RELATED AND UNDERLYING TECHNOLOGY, CONTENT, AUDIO OR VISUAL MATERIAL, IMAGES, GRAPHICS, PHOTOS, DIGITAL MEDIA OR OTHER MATERIALS OR CONTENT OF ANY TYPE, TRADEMARKS, AND OTHER INFORMATION ARE PROVIDED "AS IS" AND NEARMAP AND ITS THIRD-PARTY PROVIDERS, AGENTS, MANDATARIES, AND AFFILIATES HEREBY DISCLAIM, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, OF MERCHANTABILITY, OR THAT THE PRODUCTS AND ANY AND ALL RELATED

AND UNDERLYING TECHNOLOGY, CONTENT, AUDIO OR VISUAL MATERIAL, IMAGES, GRAPHICS, PHOTOS, DIGITAL MEDIA OR OTHER MATERIALS OR CONTENT OF ANY TYPE, TRADEMARKS, AND OTHER INFORMATION, OR ANY RESULTS OF OR THE USE THEREOF, WILL MEET CUSTOMER'S OR ANY OTHER PERSON'S REQUIREMENTS, BE FIT FOR PURPOSE, OPERATE WITHOUT INTERRUPTION, BE COMPATIBLE OR WORK WITH ANY PRODUCTS, SYSTEM OR OTHER SERVICES, OR BE SECURE, ACCURATE, CORRECT, RELIABLE, COMPLETE, FREE OF HARMFUL CODE, OR ERROR-FREE. ADDITIONALLY, NEARMAP STRICTLY DISCLAIMS ALL WARRANTIES WITH RESPECT TO ANY THIRD-PARTY PRODUCTS. CUSTOMER IS SOLELY RESPONSIBLE FOR ITS AND ITS AUTHORIZED USERS' INTERACTIONS AND SHARING OF INFORMATION WITH OTHER USERS.

7.3. Notwithstanding any other provision, the rights of a party under this Agreement are in addition to and do not exclude or limit any other rights or remedies under the Australian Consumer Law in the *Competition and Consumer Act 2010* (Cth), to the extent the Customer contracts with Nearmap AU.

8. **LIMITATION OF LIABILITY.**

8.1. NEITHER PARTY SHALL BE LIABLE, UNDER ANY LEGAL OR EQUITABLE THEORY OF LAW, WITH RESPECT TO ANY SUBJECT MATTER OF THE AGREEMENT FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES OF ANY KIND, INCLUDING LOST PROFITS, BUSINESS, CONTRACTS, REVENUE, GOODWILL, PRODUCTION, AND ANTICIPATED SAVINGS OR DATA, EVEN IF INFORMED OF THE POSSIBILITY OF SUCH DAMAGES IN ADVANCE.

8.2. EXCEPT WITH RESPECT TO (A) EITHER PARTY'S OBLIGATIONS UNDER SECTION 9 (INDEMNIFICATION) (WHICH SHALL BE LIMITED IN THE AGGREGATE TO TWO TIMES (2X) THE FEES PAID BY CUSTOMER TO NEARMAP UNDER THE APPLICABLE ORDER FORM DURING THE TWELVE (12) MONTH PERIOD PRIOR TO WHEN THE CLAIM AROSE); (B) EITHER PARTY'S OBLIGATIONS UNDER SECTION 10 (CONFIDENTIAL INFORMATION) (WHICH SHALL BE LIMITED IN THE AGGREGATE TO TWO TIMES (2X) THE FEES PAID BY CUSTOMER TO NEARMAP UNDER THE APPLICABLE ORDER FORM DURING THE TWELVE (12) MONTH PERIOD PRIOR TO WHEN THE CLAIM AROSE); (C) CUSTOMER'S PAYMENT OBLIGATIONS UNDER THE AGREEMENT; (D) CUSTOMER'S BREACH OF SECTION 2.5 (GENERAL RESTRICTIONS); OR (E) EITHER PARTY'S GROSS NEGLIGENCE, WILLFUL MISCONDUCT, OR FRAUD AS DETERMINED BY A COURT OF FINAL AND COMPETENT JURISDICTION: EACH PARTY'S AGGREGATE LIABILITY SHALL IN NO EVENT EXCEED THE FEES PAID BY CUSTOMER TO NEARMAP UNDER THE APPLICABLE ORDER FORM DURING THE TWELVE (12) MONTH PERIOD PRIOR TO WHEN THE CLAIM AROSE.

8.3. THE LIMITATIONS UNDER THIS SECTION 8 APPLY WITH RESPECT TO ALL LEGAL THEORIES, WHETHER IN CONTRACT, TORT OR OTHERWISE, AND TO THE EXTENT PERMITTED BY LAW. THE PROVISIONS OF THIS SECTION 8 ALLOCATE THE RISKS UNDER THE AGREEMENT BETWEEN THE PARTIES, AND THE PARTIES HAVE RELIED ON THESE LIMITATIONS IN DETERMINING WHETHER TO ENTER INTO THE AGREEMENT AND THE PRICING FOR THE PRODUCTS.

9. **INDEMNIFICATION.**

9.1. **Nearmap Indemnification**. Nearmap shall defend Customer at Nearmap's expense against any claims, costs, damages, losses, liabilities and expenses (including reasonable attorneys' fees and costs) arising from the direct infringement of a U.S., Australia, and/or New Zealand registered intellectual property rights asserted against Customer by a third party based upon Customer's use of the Products as delivered by Nearmap in accordance with the terms of the Agreement and Nearmap shall indemnify and hold Customer harmless against all reasonable costs (including attorneys' fees) finally awarded against Customer by a court of competent jurisdiction, or agreed in a written settlement agreement signed by Nearmap, provided that Nearmap shall have received from Customer: (a) prompt written notice of such claim (but in any event notice in sufficient time for Nearmap to respond without prejudice); (b) the exclusive right to control and direct the investigation, defense, or settlement (if applicable) of such claim (as long as such settlement releases Customer from any and all liability); and (c) all reasonable necessary cooperation of Customer. If Customer's use of any Products is, or in Nearmap's opinion is likely to be, enjoined due to the type of infringement specified above, or if required by settlement, or Nearmap exercises its right to require Customer to limit or cease using Output under Section 4.1.2, Nearmap may, in its sole and reasonable discretion: (i) substitute substantially functionally similar products or services; (ii) procure for Customer the right to continue using the Products; or if (i) and (ii) are commercially impracticable; (iii) terminate the Agreement and refund to Customer any unused, prepaid Fees paid by Customer for the terminated period. The foregoing indemnification obligation of Nearmap shall not apply to the extent that the alleged infringement arises from: (1) any modification of the Products by any other party other than Nearmap; (2) access to or use of any Products in combination with any hardware, system, software, network, or other products, materials, or services not provided by Nearmap; (3) use of the Products in breach of the Agreement; or (4) Customer Data. THIS SECTION 9.1 SETS FORTH NEARMAP'S SOLE LIABILITY AND CUSTOMER'S SOLE AND EXCLUSIVE REMEDY WITH RESPECT TO ANY CLAIM OF INTELLECTUAL PROPERTY INFRINGEMENT.

9.2. **Customer Indemnification**. Customer agrees to defend, indemnify and hold harmless Nearmap and its affiliates, licensors, and suppliers, and Nearmap's and their respective employees, contractors, agents, officers, and directors, from and against any and all third-party claims, damages, obligations, losses, liabilities, costs or debt, and expenses (including reasonable attorneys' fees and costs) arising from: (a) Customer's and any Authorized User's use of the Products; and (b) Customer's violation of Section 2.5 (General Restrictions).

10. **CONFIDENTIALITY**.

10.1. **Confidential Information**. Each party, as a receiving party, agrees to retain in confidence the non-public information and know-how disclosed to it pursuant to the Agreement which is either designated in writing as proprietary and/or confidential, if disclosed in writing, or if disclosed orally, is designated in writing (which may be via email) as confidential within thirty (30) days of the oral disclosure or should reasonably be understood to be confidential by the recipient (the "**Confidential Information**"). Notwithstanding any failure to so designate them, the Products, the Documentation, the Usage Data, the De-identified Data, the Nearmap Data, the Feedback, and the commercial terms of the Agreement as set forth in any Order Form shall be Nearmap's Confidential Information. Each party agrees to: (a) preserve and protect the confidentiality of the other party's Confidential Information, using at least the same degree of care which it uses to prevent the disclosure of its own confidential information of like importance, but in no event less than reasonable care; (b) refrain from using the other party's Confidential Information except as contemplated herein; and (c) not disclose such Confidential Information to any third party except to employees, officers, affiliates, controlling stockholders, agents, advisors, subcontractors, and other representatives as is reasonably required in connection with the exercise of its rights and obligations under the Agreement (and only subject to binding use and disclosure restrictions at least as protective as those set forth herein). Each party agrees to promptly notify the other party of any unauthorized disclosure or use of any Confidential Information and to assist the other party in remedying such unauthorized use or disclosure by taking such steps as are reasonably requested.

10.2. **Exceptions**. Notwithstanding the foregoing, Confidential Information shall not include information which is: (a) already publicly known without breach of the Agreement; (b) discovered, created or independently developed by the receiving party without use of, reliance upon, or reference to, the Confidential Information of the disclosing party, as shown in records of the receiving party; (c) otherwise known to the receiving party through no wrongful conduct of the receiving party, or (d) required to be disclosed by law or court order or by the listing rules of any stock exchange where the recipient's securities are listed or quoted; provided that the receiving party shall provide prompt notice thereof and commercially reasonable assistance to the disclosing party to enable the disclosing party to seek a protective order or otherwise prevent or restrict such disclosure. Moreover, either party hereto may disclose any Confidential Information hereunder to such party's agents, attorneys and other representatives (and only subject to confidentiality obligations at least as protective as those set forth herein) or any court of competent jurisdiction as reasonably required to resolve any dispute between the parties hereto. Each party agrees and acknowledges that any breach or threatened breach of this Section 10 may cause irreparable injury to the disclosing party and that, in addition to any other remedies that may be available, in law, in equity or otherwise, the disclosing party shall be entitled to seek injunctive relief against the threatened breach of the Agreement or the continuation of any such breach by the receiving party, without the necessity of proving actual damages or posting any bond, in addition to any other rights or remedies provided by law.

11. **SECURITY.** Each party shall comply with all Applicable Laws. Nearmap shall use reasonable physical, technical, and administrative procedures, which procedures may include SOC 2 certification or the equivalent thereof depending on the Product, designed to protect, safeguard and help prevent loss, misuse, and unauthorized access, disclosure, alteration or destruction of Customer Data, and will choose these safeguards based on the sensitivity of the information that is collected, Processed, and stored and the current state of applicable technology. Customers (other than Digital Only Customers) may request (in writing and not more than once per rolling twelve (12) months) Nearmap to respond to a reasonable security questionnaire provided by such Customer regarding Nearmap's compliance with the obligations set forth in this Section 11. All Nearmap's responses and information provided in response to Customer's security questionnaires are Confidential Information under this Agreement. In lieu of completing Customer's security questionnaire, Nearmap may make available to Customer information regarding Nearmap's compliance with the obligations set forth in this Section 11 in the form of a copy of the summary of Nearmap's then-current applicable security audit report.

12. **DATA PROCESSING**. Nearmap's data security and privacy practices form an integral part of Nearmap's product engineering and service delivery principles. Customer understands and acknowledges that to the extent Nearmap Processes any Personal Data, Nearmap shall do so in accordance with its applicable privacy notice, which is available at https://www.nearmap.com/legal/privacy-policy (if contracting with Nearmap US) or https://www.nearmap.com/au/legal/privacy-policy (if contracting with Nearmap AU) ("**Privacy Policy**"); provided, however, that to the extent Customer Data includes any information which is defined as "personal data," "personal information," "personal identifiable information," or similarly defined data or information under Applicable Laws, Nearmap will Process

such information as a data "processor" or "service provider" (each term, as applicable) and a list of Nearmap's sub-processors will be made available upon Customer's written request (email to suffice).

13. **PUBLICITY**. Except as otherwise agreed in writing (email to suffice), neither party may use the other party's name, logos, or marks without such party's written pre-approval in each case.

14. **FREE TRIAL**

   14.1. **Free Trial Period**. From time to time, Nearmap may offer access to Products, proof of concepts, evaluation of Products, or new Products or features on a free trial basis ("**Free Trial**"). If Customer registers for a Free Trial, Nearmap will make the applicable Products available to Customer on a trial basis free of charge until the earlier of: (a) the end of the trial period for which the Customer registered to use the applicable Products; (b) the start date of any Subscription Term where such Products are subscribed to by Customer; or (c) termination of the Free Trial by Nearmap in accordance with this Agreement.

   14.2. **Additional Terms**. Use of the Products during the Free Trial is subject to this Agreement and any additional trial terms and conditions that may appear on the trial registration web page, applicable Order Form, or are associated with the Free Trial, including any Product-Specific Terms. Any such additional terms and conditions are incorporated into this Agreement by reference and are legally binding.

   14.3. **Acknowledgement**. By participating in a Free Trial, Customer acknowledges and confirms that given the Products will be made available on a trial basis free of charge, during the Free Trial, it is in Nearmap's legitimate business interest to impose the additional terms set out in this Section 14.

   14.4. **Modification; Suspension; Termination**. Nearmap reserves the right to modify or discontinue the Free Trial or applicable Products available during the Free Trial or adjust pricing for Products which have been made available through or following a Free Trial at any time, at its sole discretion (acting reasonably), without notice or liability (however for the avoidance of doubt Nearmap will not adjust the pricing to impose additional Fees for the Free Trial on Customer during the Free Trial, unless otherwise agreed by the parties in writing, including but not limited to as set forth in an applicable Order Form). Nearmap may suspend or terminate Customer's or any Authorized User's access to the Free Trial at any time, with or without cause, and without prior notice, and is not liable for any impact arising from the termination of the Free Trial.

   14.5. **Warranties; Liability; Indemnity**. Notwithstanding Section 7 (Limited Warranty; Disclaimer) or Section 8 (Limitation of Liability), during the Free Trial, the Products are provided on an "as-is" basis and to the fullest extent permitted by Applicable Law, Nearmap provides no warranty, indemnity, or support for Products provided during the Free Trial and its aggregate liability is limited to AUD or USD $100, whichever currency is applicable to the Agreement. Nearmap, its third-party providers, agents, mandataries, and Affiliates do not represent or warrant to Customer that (a) Customer's use of the Products during the trial period will meet Customer's requirements, or that (b) Customer's use of the Products during the trial period will be uninterrupted, timely, secure, or free from error. Notwithstanding anything to the contrary in Section 9 (Indemnification), Customer shall be fully liable under this Agreement to Nearmap and its Affiliates, licensors, and suppliers, and Nearmap's and their respective employees, contractors, agents, officers, and directors for any loss or damages arising out of Customer's use of the Products during the trial period, any breach by Customer of this Agreement, and any of Customer's indemnification obligations.

15. **GENERAL TERMS**

   15.1. **Assignment**. The Agreement will bind and inure to the benefit of each party's permitted successors and assigns. Neither party may assign the Agreement except upon the advance written consent of the other party, except that either party may assign the Agreement without such consent in connection with a merger, reorganization, acquisition, divestiture, or other transfer of all or substantially all of such party's assets or voting securities (other than, in the case of Customer, to an entity that is reasonably deemed to be a direct competitor of Nearmap). Any attempt to transfer or assign the Agreement except as expressly authorized under this Section 15.1 will be null and void.

   15.2. **Force Majeure**. Neither party shall be liable to the other for any delay or failure to perform any obligation under the Agreement if the delay or failure is due to unforeseen events which occur after the signing of the Agreement and which are beyond the reasonable control of such party, such as a strike, blockade, war, act of terrorism, riot, natural disaster, or failure or diminishment of power or telecommunications or data networks or services.

   15.3. **Subcontractors**. Nearmap may use the services of subcontractors for performance of services under the Agreement, provided that Nearmap remains responsible for such subcontractors' compliance with the terms of the Agreement.

   15.4. **Independent Contractors**. The parties to the Agreement are independent contractors. There is no relationship of partnership, joint venture, employment, franchise, or agency created hereby between the parties. Neither party will

have the power to bind the other or incur obligations on the other party's behalf without the other party's prior written consent.

15.5. **Severability**. If any provision of the Agreement shall be adjudged by any court of competent jurisdiction to be unenforceable or invalid, that provision shall be limited to the minimum extent necessary so that the Agreement shall otherwise remain in effect.

15.6. **Governing Law and Venue; Waiver of Jury Trial**.

15.6.1.If Customer contracts with Nearmap AU, then the Agreement and any disputes arising out of or related hereto shall be governed by and construed in accordance with the laws of the State of New South Wales, Australia, without giving effect to its conflicts of laws rules, the United Nations Convention on the International Sale of Goods, or the Uniform Computer Information Transactions Act. The jurisdiction and venue for actions related to the subject matter hereof shall be the state and federal courts located in New South Wales, Australia except for claims for injunctive or equitable relief or claims regarding intellectual property rights (which may be brought in any competent court in New South Wales) and both parties hereby submit to the personal jurisdiction of such courts. *Each party also hereby waives any right to jury trial in connection with any action or litigation in any way arising out of or related to the Agreement.*

15.6.2.If Customer contracts with Nearmap US, then the Agreement and any disputes arising out of or related hereto shall be governed by and construed in accordance with the laws of the State of Utah, United States of America, without giving effect to its conflicts of laws rules, the United Nations Convention on the International Sale of Goods, or the Uniform Computer Information Transactions Act. The jurisdiction and venue for actions related to the subject matter hereof shall be the state and United States federal courts located in Salt Lake County, Utah except for claims for injunctive or equitable relief or claims regarding intellectual property rights (which may be brought in any competent court in Utah) and both parties hereby submit to the personal jurisdiction of such courts. *Each party also hereby waives any right to jury trial in connection with any action or litigation in any way arising out of or related to the Agreement.*

15.7. **Notice**. Notwithstanding anything to the contrary herein, any notice or communication required or permitted under the Agreement shall be in writing to the parties at the addresses set forth in the applicable Order Form or at such other address as may be given in writing by either party to the other in accordance with this Section. A notice shall be deemed to have been received by the addressee (a) if given by hand, immediately upon receipt; (b) if given by overnight courier service, immediately upon receipt; or (c) if given by registered or certified mail, postage prepaid and return receipt requested, the fourth day (excluding holidays) after such notice is deposited in the mail. In addition, any legal notices to Nearmap must be delivered to the following email address: legal@nearmap.com but, notwithstanding earlier receipt via email, legal notices will be deemed received when the physical notice is received as set forth in the preceding sentence.

15.8. **Order of Precedence**. In the event of any conflict between this Master Subscription Agreement, a Customer Specific Addenda, an Order Form, and the Product-Specific Term, the order of precedence shall be (a) Order Form; (b) a Customer Specific Addenda; (c) this Master Subscription Agreement; and (d) the Product-Specific Terms (unless expressly stated otherwise in the Product-Specific Terms), in order of appearance.

15.9. **Amendments.** For Customers other than Digital Only Customers, all supplements, modifications, or amendments of the Agreement shall be executed in writing by a duly authorized representative of each party to the Agreement. For Digital Only Customers, Nearmap may update the terms of this Master Subscription Agreement from time to time by providing reasonable prior notice (email to suffice) to Customer's system administrator of the proposed amendment prior to the effective date of the amendment. Where any change to this Master Subscription Agreement would materially or detrimentally affect the Digital Only Customer's rights or use of the Products, which Customer must provide evidence of upon Nearmap's request, the Digital Only Customer may elect to retain the existing Master Subscription Agreement for use of the Products by providing notice to Nearmap at least ten (10) business days prior to the effective date of such changes.

15.10. **Waivers.** No waiver will be implied from conduct or failure to enforce or exercise rights under the Agreement, nor will any waiver be effective unless in writing signed by a duly authorized representative on behalf of the party claimed to have waived. Purchase orders (and similar documents) issued by Customer are for administrative purposes only (e.g., setting forth products and services ordered and associated fees) and any additional or different terms or conditions contained in any such order shall not apply (even if the order is accepted, or performed on by Nearmap).

15.11. **Interpretation**. The words "hereof," "herein," and "hereunder" and words of similar import, when used in the Agreement, will refer to the Agreement as a whole and not to any particular provision of the Agreement. Terms defined in the singular will have correlative meanings when used in the plural, and vice versa. The headings herein are for

convenience of reference only, do not constitute part of the Agreement and will not be deemed to limit or otherwise affect any of the provisions hereof. Where a reference in the Agreement is made to a section, exhibit, or schedule, such reference will be to a section, exhibit, or schedule to the Agreement unless otherwise indicated. Whenever the words "include," "includes" or "including" are used in the Agreement, they will be deemed to be followed by the words "without limitation," unless preceded by the word "not." If a link herein redirects to a geographic-specific link, including but not limited to geographic-specific sites for Australia, New Zealand, and Canada, that geographic-specific link shall be given the same effect as if it were explicitly included in the Agreement in lieu of the link from which the redirect occurred that is set forth in the Agreement.

15.12. **No Third-Party Rights**. There are no third-party beneficiaries to the Agreement.

15.13. **Export Compliance**. Each party shall comply with all applicable export and re-export control and trade and economic sanctions laws, including the Export Administration Regulations maintained by the U.S. Department of Commerce, trade and economic sanctions maintained by the U.S. Treasury Department's Office of Foreign Assets Control (OFAC), and the International Traffic in Arms Regulations maintained by the U.S. State Department. Neither party, nor any of its subsidiaries or any person acting on its behalf or owning fifty percent (50%) or more of its equity securities or other equivalent voting interests, is (a) a person on the List of Specially Designated Nationals and Blocked Persons or any other list of sanctioned persons administered by OFAC or any other governmental entity, or (b) a national or resident of, or a segment of the government of, any country or territory for which the United States of America has embargoed goods or imposed trade sanctions ("**Sanctioned Countries**"). Customer must not access the Products or any Documentation from any Sanctioned Country or make available the Products or any Documentation to anyone prohibited from accessing it under the laws or regulations of any jurisdiction (including any Authorized User). Nearmap reserves the unconditional right to refuse to enter into, suspend, or terminate a contractual relationship with Customer on the basis of export and re-export control and trade and economic sanctions laws or other considerations to the extent permitted by law.

15.14. **Compliance with Anti-corruption Laws**. Each party shall comply with the U.S. Foreign Corrupt Practices Act and any Applicable Laws related to anti-corruption of other countries, to the extent applicable. Each party shall not, at any time, directly or indirectly (through a subcontractor or other third party), pay, offer, give, or promise to pay or give, or authorize the payment of, any monies or any other thing of value to influence the improper performance of any individual government officials and employees of state-owned enterprises.

15.15. **Entire Agreement**. The Agreement is the complete and exclusive statement of the mutual understanding of the parties and supersedes and cancels all previous written and oral agreements and communications, relating to the subject matter of the Agreement. Unless expressly agreed between the parties in writing in an Order Form, the terms, conditions, or provisions of any purchase order, invoice, or other administrative document issued by Customer in connection with the Agreement will not modify, alter, or expand the rights, duties, or obligations of the parties under, or will not otherwise modify, the Agreement, irrespective of the timing of its issuance or any failure of Nearmap to object to such terms, conditions, or provisions.