

WANDER MASTER SERVICES AGREEMENT

This Master Services Agreement (this “**MSA**”) sets forth the terms and conditions that apply to access and use of the Services (as defined below) of **WANDER APP INC.**, a Delaware corporation, with its principal place of business at **1083 Terrace Drive, Provo, Utah 84604** (“**Provider**”) by the customer set forth on an Order Form submitted to Provider (“**Customer**”). This MSA, together with any Order Form (each an “**Order Form**”) submitted by Customer and accepted by Provider after the date of Customer’s agreement to this MSA, together constitute the Agreement (“**Agreement**”).

WHEREAS, Customer desires to utilize Provider’s Services as described herein and Provider desires to provide Customer access to such Services, subject to the terms and conditions set forth in this Agreement;

NOW, THEREFORE, in consideration of the mutual covenants, terms and conditions set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **Definitions.**

- 1.1. “**Access Credentials**” means any username, identification number, password, license or security key, security token, PIN, or other security code, method, technology, or device used, alone or in combination, to verify an individual’s identity and authorization to access and use the Services.
- 1.2. “**Authorized Users**” means Customer’s employees, consultants, contractors and agents (a) who are authorized by Customer to access and use the Services in accordance with this Agreement, (b) for whom access to the Services has been purchased hereunder, and (c) who have accepted and are bound by Provider’s online Terms and Conditions; *provided*, in each case, that no competitor of Provider (as reasonably determined by Provider) may be an Authorized User.
- 1.3. “**Customer Data**” means information, data, and other content, in any form or medium, that is collected, uploaded or otherwise received, directly or indirectly from Customer or an Authorized User by or through the Services. For the avoidance of doubt, Customer Data does not include De-Identified Data or Usage Data.
- 1.4. “**Data Protection Laws**” mean collectively any applicable data protection, privacy or similar laws applicable to the processing of Personal Information in the jurisdiction where Services are performed or used and/or applicable to the Personal Information processed as part of the Services, if any.
- 1.5. “**Intellectual Property Rights**” means any and all registered and unregistered rights granted, applied for, or otherwise now or hereafter in existence under or related to any patent, copyright, trademark, trade secret, data or database protection, or other intellectual property rights Laws and all similar or equivalent rights or forms of protection, in any part of the world.
- 1.6. “**Law**” means any statute, law, ordinance, regulation, rule, code, order, constitution, treaty, common law, judgment, decree, or other requirement of any federal, state, local, or foreign government or political subdivision thereof, or any arbitrator, court, or tribunal of competent jurisdiction.
- 1.7. “**Order Form**” means any order form or proposal entered into by the parties hereto in connection with the Services, each of which shall be governed by the terms of this Agreement.
- 1.8. “**Personal Information**” means Customer Data which may be used, alone or in conjunction with any other information, to identify a specific person or to make a specific person identifiable, including, without limitation, any (1) name, social security number, date of birth, official State or government issued driver’s license or identification number, alien registration number, government passport number, employer or taxpayer identification number; (2) unique biometric data, such as fingerprint, voice print, retina, iris image, or other unique physical representation; (3) unique electronic identification number, address, or routing code; or (4) telecommunication identifying information or access device, in each case to the extent protected under any Data Protection Law.
- 1.9. “**De-Identified Data**” means data or information related to or derived from Customer Data that is used by Provider in an aggregate, de-identified, or anonymized manner, including to compile statistical and performance information related to the provision and operation of the Services.
- 1.10. “**Services**” means Provider’s services identified on each applicable Order Form and the online and mobile application, platform, and/or application programming interface that enables Customer’s access to such services and any of Provider’s users access to such services.
- 1.11. “**Usage Data**” means any data or other information collected by or on behalf of Provider relating to the provision, access, use, operation, or performance of the Services by or on behalf of Customer or any Authorized User, including any data or other information derived therefrom.

2. Services.

- 2.1. Access and Use of Services. Subject to and conditioned on Customer's and its Authorized Users' compliance with the terms of this Agreement and with Provider's Terms and Conditions and Privacy Policy, each of which is located at <https://www.wandermaps.com/> and is hereby incorporated by reference, Provider hereby grants to Customer a non-exclusive, limited, revocable, non-transferable, and non-sublicensable right to access and use the Services during the Term (as defined below) of this Agreement, solely for use by Authorized Users in accordance with this Agreement. Such use is limited to Customer's internal use. Provider will provide to Customer the Access Credentials no later than five (5) business days following the Effective Date. Subject to Section 3 hereof, the total number of Authorized Users will not exceed the number set forth on the applicable Order Form. Access Credentials are personal to each Authorized User and may not be shared with or used by any other party. Customer has and will retain sole responsibility for all access to and use of the Services by any Authorized User and will securely administer the distribution and use of all Access Credentials to protect against any unauthorized access to or use of the Services.
- 2.2. Use Restrictions. Customer will not (and will not allow any Authorized User or any third party to) (a) copy, modify, adapt, translate or otherwise create derivative works or improvements of the Services, (b) reverse engineer, decompile, disassemble, decode, adapt or otherwise attempt to discover the source code of the Services, in whole or in part, (c) rent, lease, lend, sell, sublicense, assign, distribute, publish or otherwise transfer or make available rights in or to the Services, (d) remove, delete, alter, or obscure any specifications, documentation, warranties, or disclaimers, or any copyright, trademark, patent, or other intellectual property or proprietary rights notices from any Services, including any copy thereof, (e) use, post, transmit or introduce any device, software or routine which interferes or attempts to interfere with the operation of the Services, or (f) access or use the Services in any manner or for any purpose (i) that infringes, misappropriates, or otherwise violates any Intellectual Property Right or other right of any third party (including by any unauthorized access to, misappropriation, use, alteration, destruction, or disclosure of the data of any other Provider customer); (ii) to gather competitive information or compete directly or indirectly with Provider; or (iii) that violates any applicable Law. Customer agrees to comply with all applicable Laws and regulations in Customer's use of and access to the Services.
- 2.3. Changes. Provider reserves the right, in its sole discretion, to make any changes to the Services that it deems necessary or useful to: (a) maintain or enhance: (i) the quality or delivery of the Services to its customers; (ii) the competitive strength of or market for the Services; or (iii) the Services' cost efficiency or performance; or (b) to comply with applicable Law.
- 2.4. Suspension or Termination of Services. Provider may, directly or indirectly, suspend, terminate, or otherwise deny Customer's, any Authorized User's, or any other person's access to or use of all or any part of the Services, without incurring any resulting obligation or liability, if Provider believes that there has been a material breach of Customer's or an Authorized User's obligations under this Agreement, a security breach, or a violation of Law. This Section 2.4 does not limit any of Provider's other rights or remedies, whether at Law, in equity, or under this Agreement.
- 2.5. Community Guidelines. The Services may permit Customer, Authorized Users, and other users of the Services to upload data, information, or other materials, including Customer Data, in a manner that makes such data, information, or other materials publicly available or accessible to other users of the Services. Customer is solely responsible for any data, information, or other materials, including Customer Data that it or one of Customer's Authorized Users uploads to the Services. Neither Customer nor any Authorized User will use the Services to do any of the following:
 - (a) Harass, threaten, disrupt or defraud other users or otherwise create or contribute to an unsafe, harassing, threatening or disruptive environment;
 - (b) Make unsolicited offers, advertisements, political campaigns, proposals, or send junk mail or "spam" to other users;
 - (c) Impersonate another person or access another user's account;
 - (d) Share Provider-issued passwords with any third party or encourage any other users to do so;
 - (e) Upload any material that is damaging to computer systems or data of Provider or users of the Services (e.g. viruses, corrupted files, or any other similar software files);

- (f) Upload or post any material that is inappropriately violent, unduly graphic, pornographic, bigoted, derogatory, racist, or offensive, or that violates the Intellectual Property Rights of any third party.

Customer acknowledges that Provider has the right, but no obligation, to monitor any data, information, or other materials that Customer, Authorized Users, or other users of the Services may upload to the Services. Provider may remove any data, information, or other material that Provider determines, in its sole discretion, violates the foregoing requirements; *provided*, that Provider takes no responsibility and assumes no liability for any data, information, or other material that is uploaded to the Services by Customer, any Authorized User, or other users of the Services.

3. **Fees and Payment.** Customer shall pay Provider the fees set forth in the applicable Order Form. Unless otherwise set forth in the applicable Order Form, invoices are due and payable in United States dollars within thirty (30) days after the invoice date, without deduction or setoff. Customer shall pay or reimburse Provider for all federal, state, local, sales, use, value added, excise, or other taxes, fees, or duties arising out of or related to this Agreement or the transactions contemplated hereby, other than net income taxes imposed on Provider. Any amount not paid when due hereunder shall be subject to finance charges equal to 1.5% of the unpaid balance per month or the highest rate permitted by applicable usury law, whichever is less, determined and compounded daily from the date due until the date paid.

4. **Confidentiality.**

- 4.1. **Confidential Information.** In connection with this Agreement each party (as the “**Disclosing Party**”) may disclose or make available Confidential Information to the other party (as the “**Receiving Party**”). Subject to Section 4.2, “**Confidential Information**” means information in any form or medium (whether oral, written, electronic, or other) that the Disclosing Party considers confidential or proprietary, or information that a reasonable person would consider confidential or proprietary, including information consisting of or relating to the Disclosing Party’s technology, trade secrets, know-how, business operations, plans, strategies, customers, and pricing, and information with respect to which the Disclosing Party has contractual or other confidentiality obligations, in each case whether or not marked, designated, or otherwise identified as “confidential”. Without limiting the foregoing, the Services and the underlying data (including De-Identified Data and Usage Data) are the Confidential Information of Provider and Customer Data is the Confidential Information of Customer.
- 4.2. **Exclusions.** Confidential Information does not include information that: (a) was rightfully known to the Receiving Party without restriction on use or disclosure prior to such information’s being disclosed or made available to the Receiving Party in connection with this Agreement; (b) was or becomes generally known by the public other than by the Receiving Party’s or any of its Representatives’ noncompliance with this Agreement; (c) was or is received by the Receiving Party on a non-confidential basis from a third party that was not known to the Receiving Party to be under any obligation to maintain its confidentiality; or (d) was or is independently developed by the Receiving Party without reference to or use of any Confidential Information.
- 4.3. **Protection of Confidential Information.** Neither party shall use the Confidential Information of the other party for any purpose except to exercise its rights and perform its obligations under this Agreement. Neither party shall disclose, or permit to be disclosed, either directly or indirectly, any Confidential Information except to its representatives who: (i) need to know such Confidential Information for purposes of the Receiving Party’s exercise of its rights or performance of its obligations under and in accordance with this Agreement; (ii) have been informed of the confidential nature of the Confidential Information and the Receiving Party’s obligations under this Section 4.3; and (iii) are bound by confidentiality and restricted use obligations at least as protective of the Confidential Information as the terms set forth in this Section 4. Each party shall safeguard the other party’s Confidential Information from unauthorized use, access, or disclosure using at least the degree of care it uses to protect its similarly sensitive information and in no event less than a reasonable degree of care, shall promptly notify the Disclosing Party of any unauthorized use or disclosure of Confidential Information and cooperate with the Disclosing Party to prevent further unauthorized use or disclosure.
- 4.4. **Compelled Disclosures.** If the Receiving Party or any of its representatives is compelled by applicable Law to disclose any Confidential Information then, to the extent permitted by applicable Law, the Receiving Party shall: (a) promptly, and prior to such disclosure, notify the Disclosing Party in writing of such requirement so that the Disclosing Party can seek a protective order or other remedy or waive its rights under Section 4.3; and (b) provide reasonable assistance to the Disclosing Party, at the Disclosing Party’s sole cost and expense, in opposing such disclosure or seeking a protective order or other limitations on disclosure. If the Disclosing Party waives compliance or, after providing the notice and assistance required under this Section 4.4, the Receiving Party remains required by Law to

disclose any Confidential Information, the Receiving Party shall disclose only that portion of the Confidential Information that the Receiving Party is legally required to disclose.

5. **Non-Solicitation.** During the Term and for one (1) year thereafter, Customer shall not, and shall not assist any other person to, directly or indirectly recruit, employ, engage as an independent contractor, or solicit for employment or engagement as an independent contractor any person then is, or within the six (6) months prior to such recruitment, hiring, engagement or solicitation, was, employed or engaged as an independent contractor by Provider; *provided*, provided that the foregoing obligation shall not apply to a bona fide response to a general job posting or solicitation that was not targeted at a particular employee or contractor.

6. **Intellectual Property Rights.**

6.1. **Services.** As between Customer and Provider, Provider is and will remain the sole and exclusive owner of all right, title, and interest in and to the Services and any underlying data (excluding Customer Data, but including De-Identified Data and Usage Data), including all Intellectual Property Rights therein, and with respect to third-party materials, the applicable third-party providers own all right, title, and interest, including all Intellectual Property Rights, in and to such third-party materials. Customer has no right, license, or authorization with respect to any of the Services or underlying data (other than the Customer Data) except as expressly set forth in Section 2 or the applicable third-party license, in each case subject to any restrictions in this Agreement (or such third-party license, as applicable). All other rights in and to the Services are expressly reserved by Provider. To the extent Customer has any right, title, or interest in the De-Identified Data or Usage Data, Customer hereby assigns all such right, title, and interest in and to such De-Identified Data and Usage Data, including in each case, all Intellectual Property Rights relating thereto. Customer hereby grants to Provider a royalty-free, fully paid-up, nonexclusive, perpetual, irrevocable, worldwide, transferable (only to a successor in interest by way of merger, reorganization or sale of all or substantially all assets of the business unit performing the Services or equity, or operation of law), sublicensable license to use, copy, modify, or distribute, including by incorporating into the Services, any suggestions, enhancement requests, recommendations or other feedback provided by Customer, Customer's Authorized Users, or other users relating to the operation of the Services. Included in such license is the right to (i) identify or reference Customer as a user of Provider's Services and a right to use Provider's logo in connection therewith, and (ii) perform and make public a case study with respect to Customer and its use of the Services and results of the Services.

6.2. **Customer Data.** As between Customer and Provider, Customer is and will remain the sole and exclusive owner of all right, title, and interest in and to all Customer Data, including all Intellectual Property Rights embodied therein, subject to the rights and permissions granted in this Section 6.2. Customer hereby grants to Provider a worldwide, non-exclusive, perpetual, irrevocable, royalty-free, fully paid-up, sublicensable and transferable license to (i) use, copy, process, transmit, store, host, edit, modify, aggregate, de-identify, combine, reproduce, distribute, display, perform, and prepare derivative works of the Customer Data in connection with the Services and (ii) otherwise access, use or make reference to any Intellectual Property Rights in the Customer Data: (a) to provide the Services including to enable the Customer and any Authorized Users to access and use the Services; (b) for diagnostic purposes; (c) to make any changes or improvements to the Services, including as set forth in Section 2.3, whether requested by the Customer or not; (d) to develop other Services; and (e) as reasonably required for the performance of Provider's obligations under this Agreement. For clarity, the foregoing license continues after termination of this Agreement with respect to any Customer Data that Customer or any Authorized User posts or otherwise makes publicly available through the Services. To the extent any Customer Data constitutes Personal Information, the terms of Provider's Privacy Policy apply.

6.3. **Personal Information.** Each party agrees to use and process any Personal Information that such party has access to in connection with this Agreement in accordance with applicable Data Protection Laws.

7. **Representations, Warranties and Covenants.**

7.1. **Mutual Representations and Warranties.** Each party represents and warrants to the other party that (a) it is duly organized, validly existing, and in good standing under the Laws of the jurisdiction of its incorporation or other organization, (b) it has the full right, power, and authority to enter into and perform its obligations and grant the rights, licenses, consents, and authorizations it grants or is required to grant under this Agreement; and (c) when executed/electronically accepted and delivered by both parties, this Agreement will constitute the legal, valid, and binding obligation of such party, enforceable against such party in accordance with its terms.

7.2. **Additional Customer Representations, Warranties, and Covenants.** Customer represents, warrants, and covenants to

Provider that Customer owns or otherwise has and will have the necessary rights and consents in and relating to the Customer Data so that, as received by Provider and processed in accordance with this Agreement, they do not and will not infringe, misappropriate, or otherwise violate any Intellectual Property Rights, or any privacy or other rights of any third party or violate any applicable Law.

- 7.3. Third Party Software. The Services may contain or require use of third-party software that require notices or additional terms and conditions and privacy policies. Such required third-party notices or additional terms and conditions shall be provided to Customer from time to time, upon Customer's written request, and are incorporated by reference into this Agreement. By accepting this Agreement, Customer is also accepting the additional terms and conditions and privacy policies, if any, set forth in such third-party notices and/or terms and conditions. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, PROVIDER MAKES NO WARRANTIES AND ACCEPTS NO LIABILITY WITH RESPECT TO THIRD-PARTY SOFTWARE.
- 7.4. DISCLAIMER OF WARRANTIES. EXCEPT FOR THE EXPRESS WARRANTIES AND COVENANTS SET FORTH IN SECTION 7.1, ALL SERVICES ARE PROVIDED "AS IS" AND "AS AVAILABLE." TO THE FULLEST EXTENT PERMISSIBLE BY APPLICABLE LAW, PROVIDER HEREBY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT AND FITNESS FOR A PARTICULAR PURPOSE.

8. Indemnification.

- 8.1. Provider Indemnification. Provider shall indemnify, defend, and hold harmless Customer from and against any and all losses, damages, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including reasonable attorney fees ("**Losses**") incurred by Customer resulting from any claim or action by a third party that Customer's use of the Services (excluding third party materials) in accordance with this Agreement infringes or misappropriates such third party's Intellectual Property Rights. The foregoing obligation does not apply to the extent that the alleged infringement arises from (a) modification of the Services other than: (i) by or on behalf of Provider; or (ii) with Provider's written approval in accordance with Provider's written specification, (b) combination of the Services (or any portion thereof) with any other product or service, (c) failure to timely implement any modifications, upgrades, replacements, or enhancements made available to Customer by or on behalf of Provider, (d) Customer Data, (e) Provider implementing instructions or requests of Customer, or (f) any act, omission, or other matter described in Section 8.2, whether or not the same results in any claim or action against or Losses by any Provider Indemnitee.
- 8.2. Customer Indemnification. Customer shall indemnify, defend, and hold harmless Provider and its Affiliates and each of its and their respective officers, directors, employees, agents, successors and assigns (each, a "**Provider Indemnitee**") from and against any and all Losses incurred by such Provider Indemnitee resulting from any claim or action by a third party (other than an Affiliate of a Provider Indemnitee) to the extent that such Losses arise out of or result from, or are alleged to arise out of or result from (a) Customer's or an Authorized User's use of the Services, (b) Customer Data, including any processing of Customer Data by or on behalf of Provider in accordance with this Agreement, (c) any other materials or information (including any documents, data, specifications, content, or technology) provided by or on behalf of Customer or any Authorized User, (d) allegation of facts that, if true, would constitute Customer's breach of any of its representations, warranties, covenants, or obligations under this Agreement, or (e) negligence or more culpable act or omission (including recklessness or willful misconduct) by Customer, any Authorized User, or any third party on behalf of Customer or any Authorized User, in connection with this Agreement. The foregoing obligation does not apply to the extent that the alleged Losses arise from any act or other matter described in Section 8.1 to the extent Provider is indemnifying Customer for such act or other matter.
- 8.3. Indemnification Procedure. Each party shall promptly notify the other party in writing of any claim or action for which such party believes it is entitled to be indemnified. The party seeking indemnification shall cooperate with the other party at the indemnitor's sole cost and expense. The indemnitor shall promptly assume control of the defense and shall employ counsel of its choice to handle and defend the same, at the indemnitor's sole cost and expense. The party seeking indemnification may participate in and observe the proceedings at its own cost and expense with counsel of its own choosing. The indemnitor shall not settle any claim or action in any manner that adversely affects the rights of the party seeking indemnification without that party's prior written consent, which shall not be unreasonably withheld or delayed. If the indemnitor fails or refuses to assume control of the defense of such claim or action, the party seeking indemnification shall have the right, but no obligation, to defend against such claim or action, including settling such claim or action after giving notice to the indemnitor, in each case in such manner and

on such terms as the party seeking indemnification may deem appropriate. The party seeking indemnification's failure to perform any obligations under this Section 8.3 will not relieve the indemnitor of its obligations under this Section 8, except to the extent that the indemnitor can demonstrate that it has been prejudiced as a result of such failure.

8.4. **Mitigation.** If any of the Services are, or in Provider's opinion are likely to be, claimed to infringe, misappropriate, or otherwise violate any third-party Intellectual Property Right, or if Customer's or any Authorized User's use of the Services is enjoined or threatened to be enjoined, Provider may, at its option and sole cost and expense (a) obtain the right for Customer to continue to use the Services materially as contemplated by this Agreement, (b) modify or replace the Services, in whole or in part, to seek to make the Services (as so modified or replaced) non-infringing, while providing materially equivalent features and functionality, in which case such modifications or replacements will constitute Services, as applicable, under this Agreement, or (c) by written notice to Customer, terminate this Agreement with respect to all or part of the Services and require Customer to immediately cease any use of the Services or any specified part or feature thereof, provided that if such termination occurs prior to the first anniversary of the Effective Date, subject to Customer's compliance with its post-termination obligations set forth in Section 10.3, Customer will be entitled to a pro rata refund.

8.5. **Sole Remedy.** THIS SECTION 8 SETS FORTH CUSTOMER'S SOLE REMEDIES AND PROVIDER'S SOLE LIABILITY AND OBLIGATION FOR ANY ACTUAL, THREATENED, OR ALLEGED CLAIMS THAT THE SERVICES OR ANY SUBJECT MATTER OF THIS AGREEMENT INFRINGES, MISAPPROPRIATES, OR OTHERWISE VIOLATES ANY INTELLECTUAL PROPERTY RIGHTS OF ANY THIRD PARTY.

9. **Limitations of Liability.** TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, PROVIDER WILL NOT BE LIABLE FOR CUSTOMER'S LOST REVENUES OR INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES, EVEN IF PROVIDER OR ITS AFFILIATES HAVE BEEN ADVISED OF, KNEW OR SHOULD HAVE KNOWN THAT SUCH DAMAGES WERE POSSIBLE AND EVEN IF DIRECT DAMAGES DO NOT SATISFY A REMEDY. PROVIDER'S (AND ITS AFFILIATES') TOTAL CUMULATIVE LIABILITY TO CUSTOMER OR ANY OTHER PARTY FOR ANY LOSS OR DAMAGES RESULTING FROM CLAIMS OR ACTIONS ARISING OUT OF OR RELATING TO THIS AGREEMENT WILL NOT EXCEED THE TOTAL AMOUNTS PAID TO PROVIDER BY CUSTOMER UNDER THIS AGREEMENT IN THE TWELVE (12) MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO THE CLAIM. THE FOREGOING LIMITATIONS APPLY EVEN IF ANY REMEDY FAILS OF ITS ESSENTIAL PURPOSE.

10. **Term and Termination.**

10.1. **Term.** This Agreement commences as of the Effective Date and will continue in effect for twelve (12) months from such date (the "**Initial Term**"), unless earlier terminated by a party in accordance with the terms of this Agreement. Following the Initial Term, this Agreement shall automatically renew for successive twelve (12) month terms (each, a "**Renewal Term**" and together with the Initial Term, the "**Term**") unless either party provides notice of non-renewal to the other party at least thirty (30) days prior to the end of the then-current Term.

10.2. **Termination.** (a) Either party may terminate this Agreement or any Order Form without cause upon thirty (30) days' prior written notice to the other party; *provided*, that Customer shall not be entitled to refund of any prepaid amounts if Customer terminates this Agreement pursuant to this Section 10.2(a). (b) In addition to any other express termination right set forth elsewhere in this Agreement either party may terminate this Agreement, effective on written notice to the other party, if (i) the other party materially breaches this Agreement and such breach: (A) is incapable of cure; or (B) being capable of cure, remains uncured thirty (30) days after the non-breaching party provides the breaching party with written notice of such breach or (ii) if the other party: (A) becomes insolvent or is generally unable to pay, or fails to pay, its debts as they become due; (B) files or has filed against it, a petition for voluntary or involuntary bankruptcy or otherwise becomes subject, voluntarily or involuntarily, to any proceeding under any domestic or foreign bankruptcy or insolvency Law, in each case that is not discharged within sixty (60) days; (C) makes or seeks to make a general assignment for the benefit of its creditors; or (D) applies for or has appointed a receiver, trustee, custodian, or similar agent appointed by order of any court of competent jurisdiction to take charge of or sell any material portion of its property or business. (c) In the event that Customer fails to budget and appropriate funds for the Services in or for any Renewal Term ("**Non-appropriation**"), then Non-appropriation shall be deemed to have occurred and Customer shall have no liability or obligation for the payment of Services for such Renewal Term, and this Agreement shall automatically terminate upon such Non-appropriation

10.3. **Effect of Termination or Expiration.** Upon any expiration or termination of this Agreement, except as expressly

otherwise provided in this Agreement:

- (a) all rights, licenses, consents, and authorizations granted by either party to the other hereunder will immediately terminate;
- (b) each party shall immediately cease all use of any Confidential Information of the other party and (i) promptly return or destroy, at the Receiving Party's election and subject to applicable Law, all documents and tangible materials containing, reflecting, incorporating, or based on Confidential Information; and (ii) permanently erase all Confidential Information from all systems the Receiving Party directly or indirectly controls, provided that, for clarity, Provider's obligations under this Section 10.3 do not apply to any De-Identified Data or Usage Data; and
- (c) notwithstanding anything to the contrary in this Agreement, the Receiving Party may retain Confidential Information (i) to the extent and for so long as required by applicable Law and (ii) in the Receiving Party's backups, archives, and disaster recovery systems until such Confidential Information is deleted in the ordinary course. For the avoidance of doubt, all information and materials described in this Section 10.3(c) will remain subject to all confidentiality, security, and other applicable requirements of this Agreement.

11. Miscellaneous.

- 11.1. Force Majeure. Provider will be excused from performance in this Agreement to the extent that performance is prevented, delayed, or obstructed by causes beyond its reasonable control.
- 11.2. Entire Agreement. This MSA (including any modification hereof in accordance with Section 11.6), together with each Order Form and Provider's Terms and Conditions and Privacy Policy, represents the sole and complete agreement between Customer and Provider concerning its subject matter, and supersedes all prior agreements (both written and oral) between the parties with respect thereto. If there is a conflict between this Agreement and any provision in Provider's Terms and Conditions and Privacy Policy, the terms of this Agreement will control.
- 11.3. Severability. If any term or provision of this Agreement is held to be invalid, illegal or unenforceable for any reason, such provision will be reformed to the extent necessary to make it enforceable to the maximum extent permissible so as to effect the intent of the parties, and the remainder of this Agreement will continue in full force and effect.
- 11.4. Governing Law; Submission to Jurisdiction; Waiver of Jury Trial. This Agreement will be governed by and construed under the laws of the State of Utah without reference to its conflict of law principles that would require or permit the application of the laws of any jurisdiction other than those of the State of Utah. Any legal suit, action, or proceeding arising out of or related to this Agreement will be instituted exclusively in the Moab District Court located in Grant County, Utah, and each party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action, or proceeding. Service of process, summons, notice, or other document by mail to such party's address set forth herein shall be effective service of process for any suit, action, or other proceeding brought in any such court. Each party irrevocably and unconditionally waives any right it may have to a trial by jury in respect of any legal action arising out of or relating to this Agreement or the transactions contemplated hereby.
- 11.5. Notices. Any notices to Provider or to Customer must be sent to Provider's or Customer's, as applicable, address in the introductory clause above (or as found in the applicable Order Form), via personal delivery, registered or certified mail, overnight courier, or email (with confirmation of transmission) and are deemed given (a) if delivered personally, upon receipt; (b) if delivered by registered or certified mail, three business days following deposit with the USPS; (c) if delivered by overnight courier, on the business day following deposit with such courier; and (d) if delivered by email, when sent, if sent during the recipient's normal business hours, and otherwise on the next business day.
- 11.6. Modifications. This Agreement may be updated or modified from time to time only pursuant to a writing executed by an authorized agent of each of Provider and Customer. Provider shall not be bound by, and specifically objects to, any term, condition, or other provision that is different from or in addition to this Agreement (whether or not it would materially alter this Agreement) that is proffered by Customer in any receipt, acceptance, confirmation, correspondence, or otherwise, unless Provider specifically agrees to such provision in writing and such writing is signed by an authorized agent of Provider.
- 11.7. Assignment and Change of Control. Customer may not assign, delegate, or otherwise transfer any of Customer's rights in this Agreement without Provider's prior written consent, and any such attempt is void. No permitted

assignment, delegation, or transfer will relieve Customer of any of its obligations or performance under this Agreement. Provider has the right to terminate this Agreement in the event of a merger, reorganization or other transaction resulting in a change of control of the Customer, effective immediately upon notice of such termination to the Customer or to the surviving entity to which the Customer undergoes such change of control. This Agreement will be binding upon and inure to the benefit of the respective successors and permitted assigns of the parties hereto.

- 11.8. No Third-Party Beneficiaries. This Agreement is for the sole benefit of the parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other person any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of this Agreement.
- 11.9. Relationship of the Parties. The relationship between Provider and Customer is one of independent contractors and nothing contained in this Agreement shall be construed as creating any agency, partnership, joint venture, or other form of joint enterprise, employment, or fiduciary relationship between the parties, and neither party shall have authority to contract for or bind the other party in any manner whatsoever.
- 11.10. Survival. The following provisions will survive the expiration or termination of this Agreement: Sections 4 (Confidentiality), 5 (Non-Solicitation), 6 (Intellectual Property), 7 (Representations, Warranties and Covenants), 8 (Indemnification), 9 (Limitation of Liability), 10.3 (Effect of Termination or Expiration), and 11 (Miscellaneous).
- 11.11. Equitable Relief. Each party acknowledges and agrees that a breach or threatened breach by such party of any of its obligations could cause the other party irreparable harm for which monetary damages would not be an adequate remedy and that, in the event of such breach or threatened breach, the other party will be entitled to equitable relief, including a restraining order, an injunction, specific performance, and any other relief that may be available from any court, without any requirement to post a bond or other security, or to prove actual damages or that monetary damages are not an adequate remedy. Such remedies are not exclusive and are in addition to all other remedies that may be available at Law, in equity, or otherwise.

BEFORE ACCEPTING THIS AGREEMENT BY SUBMITTING AN ORDER FORM TO PROVIDER, CUSTOMER IS ADVISED TO CAREFULLY READ THE TERMS OF THIS AGREEMENT AND ANY APPLICABLE DOCUMENTATION. BY CLICKING TO ACCEPT THIS AGREEMENT, CUSTOMER (1) AGREES TO BE BOUND BY AND BECOMES A PARTY TO THIS AGREEMENT AND (2) CONFIRMS THAT THE INDIVIDUAL ENTERING THIS AGREEMENT HAS AUTHORITY TO SO BIND CUSTOMER WITHOUT FURTHER ACTION BY CUSTOMER. IF CUSTOMER DOES NOT AGREE TO THE TERMS OF THIS AGREEMENT, CUSTOMER SHOULD NOT CLICK THE "AGREE" BUTTON AND THE SERVICES WILL NOT BE USABLE.