



PLATFORM SERVICES AGREEMENT

This Platform Services Agreement (this “**Agreement**”) is a binding contract between you (“**Customer**”) and LiMAR AI Inc., a Delaware corporation doing business under the name Looq, having its principal place of business at 10855 Sorrento Valley Road, Suite 201, San Diego, California, 92121 (“**Looq**”; and Looq and Customer are each referred to individually as a “**Party**” and collectively as the “**Parties**”). This Agreement governs Looq’s provision or performance of, and Customer’s access to and use or receipt of, the Looq Services (as defined herein). Access to the Looq Platform and Looq Services requires use of Looq Tools and compliance with Looq Hardware Terms and Conditions completed at the time of sale.

THIS AGREEMENT TAKES EFFECT WHEN YOU CLICK THE “I ACCEPT” BUTTON BELOW OR BY ACCESSING OR USING ANY LOOQ SERVICES (the “**Effective Date**”). BY CLICKING ON THE “I ACCEPT” BUTTON BELOW OR BY ACCESSING OR USING ANY LOOQ SERVICES YOU: (A) ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTAND THIS AGREEMENT; (B) REPRESENT AND WARRANT THAT YOU HAVE THE RIGHT, POWER, AND AUTHORITY TO ENTER INTO THIS AGREEMENT AND, IF ENTERING INTO THIS AGREEMENT FOR AN ORGANIZATION, THAT YOU HAVE THE LEGAL AUTHORITY TO BIND THAT ORGANIZATION; AND (C) ACCEPT THIS AGREEMENT AND AGREE THAT YOU ARE LEGALLY BOUND BY ITS TERMS. LOOQ RESERVES THE RIGHT TO REVISE THE TERMS OF THIS AGREEMENT IN ITS SOLE DISCRETION AT ANY TIME. ANY CHANGES WILL BECOME EFFECTIVE WHEN LOOQ POSTS, OR OTHERWISE MAKES AVAILABLE TO CUSTOMER, THE REVISED AGREEMENT.

IF YOU DO NOT AGREE TO THESE TERMS, PLEASE SELECT THE “I DECLINE” BUTTON BELOW. IF YOU DO NOT ACCEPT THESE TERMS, YOU MAY NOT ACCESS OR USE ANY LOOQ SERVICES.

The Looq Services may not be used for unlawful, fraudulent, offensive, or obscene activity, as further described and set forth in Looq’s Terms of Use (“**TOU**”) located at www.looq.ai/terms-of-use as may be amended from time to time, which is incorporated herein by reference. Customer shall comply with all terms and conditions of this Agreement, all applicable laws, rules, and regulations, and all guidelines, standards, and requirements that may be posted on Looq’s website available at www.looq.ai from time to time, including the TOU.

ARTICLE 1. DEFINITIONS

Capitalized terms not otherwise defined in this Agreement have the definitions set forth below:

“**Affiliate**” means, with respect to a Party, a corporation, partnership, or other entity controlling, controlled by, or under common control with such Party, but only so long as such control continues to exist. For purposes of this definition, “control” means ownership, directly or indirectly, of more than 50% of the voting rights in such entity (or, in the case of a noncorporate entity, equivalent rights).

“**Customer Data**” means, other than Aggregated Statistics, Feedback, and Raw Mapping Data, any and all information, data, and other content, in any form or medium, that is submitted, posted, or otherwise transmitted by or on behalf of Customer or any other Looq Platform User or Looq Tool User through any of the Looq Services.

“**Customer Order**” means a completed order executed by Customer and Looq providing for Customer’s purchase of a subscription for access to and use of the Looq Platform and provision of Looq Services and applicable Looq Tools. If the option is made available by Looq, the Parties may specify and enter into a



Customer Order via the Site.

“Customer Technical Contact” means the individual or individuals designated by Customer as the authorized contact for communications regarding the products and services hereunder.

“Data Protection Laws” means any state, federal, or other laws, rules, regulations, or enforceable regulatory guidance or other Laws related to the privacy or security of personal information.

“Documentation” means the published user guides, operating manuals, training materials, and technical information for the Looq Platform, Looq Tools, or other Looq Service, that Looq generally makes available to its Customers as provided to Customer under this Agreement.

“Intellectual Property Rights” means any and all patent rights, copyrights and related rights, database rights, trademark rights and similar rights, trade secret rights, publicity rights, moral rights, and other intellectual and industrial property rights recognized in any jurisdiction worldwide, including any and all applications and registrations with respect thereto and goodwill associated therein.

“Laws” means: (a) any national, state, local, or other law or statute in any jurisdiction in which the Looq Platform is installed or Looq Services are performed (with respect to Looq compliance) or in which the Looq Platform or Looq Services are accessed or used (with respect to Customer compliance), including any jurisdiction in which funds are received; (b) any international or transnational treaty, law, or statute; (c) any rule or regulation issued by a governmental entity; (d) any written or authoritative interpretation by a governmental entity of any such law, statute, rule, or regulation; and (e) any enforceable regulatory guidance, any judicial, governmental, or administrative order, judgment, decree, or ruling, or written and enforceable requirements of, self-regulatory bodies and organizations. Laws also include Export Laws and Data Protection Laws.

“Looq Platform” means the Technology offering generally made available by Looq on a subscription basis to its customers as of the Customer Order Effective Date that provides 3D model generation, analysis, and visualization, and is comprised of (without limitation) Looq’s proprietary Technology, the Documentation, and all other Technology provided or made available to Customer or any other Looq Platform User in connection with the foregoing.

“Looq Platform User” means the employees or agents of Customer or of a customer or client of Customer who are authorized by Customer to access and use the Looq Platform under the rights granted to Customer pursuant to this Agreement, and for whom access to the Looq Platform has been purchased pursuant to a Customer Order.

“Looq Tools” means the devices identified as hardware scanners or cameras provided by Looq, including the imaging head as well as any related accessories such as power or communication cables, mounts, handles, cases, and manuals.

“Looq Tool Users” means the employees or agents of Customer or of a customer or client of Customer who are authorized by Customer to access and use Looq Tools under the rights granted to Customer pursuant to this Agreement and Looq Hardware Terms and Conditions of Sale or Lease.

“Looq Services” means the Looq Platform, the Looq Tools, and any and all other such Looq Materials, products, services, and Technology provided or made available to Customer by or on behalf of Looq



under this Agreement pursuant to and as reflected in one or more Customer Orders.

“Looq Output” means information, data, reports, and other results provided through the Looq Platform or Looq Tools or other Looq Services performed under this Agreement.

“Looq Materials” means the Looq Tools, Looq Platform, and any and all other Technology, including technical or functional descriptions, requirements, that are developed or provided by Looq or its subcontractors or service providers in connection with any Looq Services, or otherwise comprise or relate to any Looq Services. For the avoidance of doubt, Looq Materials include all Technology (including Documentation) and other subject matter arising out of or relating to Looq’s products, services, or activities under this Agreement and the exercise of the rights and licenses granted to Looq under this Agreement. However, Looq Materials does not include any: (a) Customer Data; or (b) Output Mapping Data pursuant to and as reflected in one or more Customer Orders.

“Locations” means, collectively: (a) any physical structure or place where Customer will use designated Looq Tools to perform digital mapping in connection with the Looq Platform.

“Open Source Software” means software or similar subject matter that is distributed under an open source license such as (by way of example only) the Apache License, BSD License, MIT License, or any other license identified as an open source license by the Open Source Initiative.

“Output Mapping Data” means information, data, compound images (*e.g.*, panoramas and mosaics), point clouds, meshes and other results processed and formatted for human consumption and interaction provided to Customer through the Looq Platform under this Agreement.

“Raw Mapping Data” means raw sensory data (*e.g.*, camera images, GPS locations, inertial data) and computed representations of such data as captured, processed and encrypted by Looq Tools and the Looq Platform in the creation of any Output Mapping Data.

“Subscription Term” means, with respect to the Looq Platform or any other Looq Service offered by Looq on a subscription basis during the Term, the duration of the rights to access and use such Looq Platform or other such Looq Service under this Agreement, as set forth in the applicable Customer Order.

“Technology” means: (a) works of authorship, including computer programs in any form (including but not limited to, source code and object code), formulae, algorithms, development tools, designs, specifications, prototypes, models, devices, schematics, files, records, data, information, and all media on which any of the foregoing is recorded; (b) technology, inventions (whether or not patentable), ideas, discoveries, creations, improvements, trade secrets, and know how; (c) technical, engineering, manufacturing, product, marketing, servicing, and other information and materials; (d) databases, data compilations, and collections of data or information; (e) tools, techniques, procedures, methods, and processes; and (f) all instantiations and disclosures of the foregoing in any form and embodied in any media, and all descriptions, specifications, requirements, and documentation related to any of the foregoing.



“**Third Party Services**” means any software, products, services, and all content, information, websites, or other materials that are owned or controlled by third parties and are included with, incorporated into, or accessible through the Looq Services or otherwise used by or made available to Customer in connection with this Agreement.

“**Third Party Terms**” means terms, conditions, and limitations imposed by third party licensors or suppliers with respect to any Third Party Services.

ARTICLE 2. LOOQ TOOLS AND LOOQ PLATFORM; LOOQ SERVICES ACCESS AND USE

- 2.1 **Looq Tools.** As of the effective date of each applicable Customer Order, and upon Looq’s receipt of payment of all applicable fees, Looq grants to Customer the right to use the Looq Tools during the applicable period specified in such Customer Order (“**Looq Tool Use Period**”) for the sole purpose of performing digital mapping of Locations as performed by Customer’s employees or contractors in accordance with this Agreement, the Looq Hardware Terms and Conditions of Sale or Lease, the applicable Customer Order, the applicable Documentation, and Looq’s instructions and specifications as provided to Customer from time to time. Customer shall be solely responsible for any liability that arises in connection with the use of the Looq Tools while in Customer’s possession, including but not limited to any claim relating to any injury, death, property destruction, failure to obtain necessary licenses or permits, breach of law, rule, or regulation, except to the extent arising from Looq’s gross negligence or willful misconduct.
- 2.2 **Looq Platform.** Subject to the terms of this Agreement, Looq’s receipt of payment of all applicable fees, and Customer’s compliance with this Agreement during the Subscription Term, Looq hereby grants Customer and its Looq Platform Users a revocable, non-exclusive, non-transferable, non-sublicensable, limited right to access and use those portions of the Looq Platform ordered by Customer and for the purposes expressly authorized in the Customer Order, or if no purpose is specified, then for Customer’s internal business purposes.
- 2.3 **Looq Platform Users; Looq Tool Users.** Customer is responsible and liable for all uses of the Looq Platform, the Looq Tools, and all associated Documentation, resulting from access provided by Customer or any Looq Platform User of the Looq Platform or Looq Tool User of the Looq Tools, directly or indirectly, whether such access or use is permitted by or in violation of this Agreement. Without limiting the generality of the foregoing, Customer will ensure that all Looq Platform Users and Looq Tool Users comply with the terms and conditions of this Agreement with respect to access and use of the Looq Platform and the Looq Tools, as applicable, including protection of Looq’s Confidential Information, and Customer will be responsible for the acts and omissions of Looq Platform Users and Looq Tool Users in connection with access to and use of the Looq Platform and Looq Tools and compliance with the obligations set forth in this Agreement, including with respect to Looq’s Confidential Information. Without limiting the generality of the foregoing, any act or omission by a Looq Platform User or Looq Tool User that would constitute a breach of this Agreement if by Customer will be deemed a breach of this Agreement by Customer. Customer shall make all Looq Platform Users and Looq Tool Users aware of this Agreement’s provisions as applicable to such Looq Platform User’s or Looq Tool User’s use of the Looq Platform and/or the Looq Tools and shall cause Looq Platform Users and Looq Tool Users to comply with such provisions.



- 2.4 **Access Credentials.** The Looq Platform provides the ability for Customer to assign user IDs and passwords to Looq Platform Users (“**Access Credentials**”). Customer will provide Access Credentials only to Looq Platform Users and will require all Looq Platform Users to protect their Access Credentials from unauthorized use or disclosure. Customer will not, and will not permit any Looq Platform User to, sell or transfer any Access Credentials to any other person or entity. Customer will promptly notify Looq about any unauthorized access to any Access Credentials and Customer will be responsible for any and all losses or other liabilities that arise from any such unauthorized use or disclosure.
- 2.5 **Use Restrictions.** Customer will not (and will ensure that Looq Platform Users and Looq Tool Users do not): (a) modify, adapt, or create derivative works of the Looq Platform, Looq Tools, or other Looq Materials or any other Looq Services (which, for clarity, does not include the Output Mapping Data); (b) rent, lease, loan, resell, transfer, sublicense, distribute, disclose, or otherwise provide the Looq Platform, Looq Tools, or other Looq Materials or any other Looq Services to any third party, without Looq’s express written consent, other than providing use of the Looq Platform to Looq Platform Users or use of the Looq Tools to Looq Tool Users, as expressly permitted pursuant to a Customer Order and this Agreement; (c) exceed the scope of authorized use under the applicable Customer Order(s); (d) provide to any third party the results of any benchmark tests or other evaluations of the Looq Platform, Looq Tools, or other Looq Materials or any other Looq Services without Looq’s prior written consent; (e) reverse engineer, disassemble, decompile, decode, adapt, or otherwise attempt to derive or gain access to any software component of the Looq Platform, Looq Tools, or other Looq Materials or any other Looq Services, in whole or in part; (f) remove any proprietary notices from the Looq Platform, Looq Tools, or other Looq Materials or any other Looq Services; (g) use the Looq Platform, Looq Tools, or other Looq Materials or any other Looq Services in any manner or for any purpose that infringes, misappropriates, or otherwise violates any Intellectual Property Right or other right of any person, or that violates any applicable Law; (h) otherwise access or use the Looq Platform, Looq Tools, or other Looq Materials or any other Looq Services except as expressly authorized in this Agreement; or (f) encourage or assist any third party to do any of the foregoing.
- 2.6 **Third Party Services Providers.** The Looq Platform and/or other Looq Services may include or rely on Third Party Services from third party services providers (each, a “**Third Party Services Provider**”) pursuant to agreements between Looq and such Third Party Services Providers. Customer understands and agrees that Third Party Services may contain errors or have outages or other issues and that Looq is not responsible for correction of such matters or any results of the Third Party Services, and Looq makes no warranties or representations of any kind with respect to such Third Party Services and/or the performance of such Third Party Services Providers.
- 2.7 **Third Party Terms.** Customer will comply with the Third Party Terms, of which Customer has been provided a copy of or access to, and, if any Third Party Terms conflict with the terms and conditions of this Agreement with respect to the applicable Third Party Services, then the Third Party Terms will control (and will resolve any conflict or inconsistency) with respect to such Third Party Services. From time-to-time, Looq may substitute different Third Party Services, so long as such substitution does not materially reduce the functionality or performance of the applicable Looq Service offering. Customer acknowledges that the Looq Services and any Third Party Services may contain Open Source Software, and for purposes of this Agreement, the terms and conditions applicable to Open Source Software will be considered Third Party Terms.



- 2.8 **Documentation.** Subject to the terms and conditions contained in this Agreement, Looq hereby grants Customer a non-exclusive, non-sublicensable, non-transferable license for Looq Platform Users and Looq Tool Users to use the Documentation during the Subscription Term or Looq Tool Use Period, as applicable, solely for Customer’s internal business purposes in connection with use of such Looq Platform or Looq Tools.
- 2.9 **Downloadable Software.** Use of the Looq Services may require or include use of downloadable software. Looq grants Customer a non-exclusive, non-sublicensable, non-transferable, limited right for Looq Platform Users and Looq Tool Users, as applicable, to use downloadable software Looq provides as part of the applicable Looq Services offering, subject to all other applicable terms and conditions of this Agreement with respect to such use. For the avoidance of doubt, any Third Party Services that consist of downloadable software are subject to the terms of Sections 2.6 (Third Party Service Providers) and 2.7 (Third Party Terms), and such other terms and conditions of this Agreement that are applicable to Customer’s or any Looq Platform User’s or Looq Tool User’s (as applicable) access to and use of such Third Party Services.

ARTICLE 3. DATA AND INTELLECTUAL PROPERTY

- 3.1 **Customer Data.** Customer hereby grants to Looq a worldwide, non-exclusive, royalty-free, right and license (with the right to grant sublicenses through multiple tiers) to reproduce, copy, store, transmit, modify, create derivative works of, distribute, and otherwise use and display the Customer Data and perform all acts with respect to the Customer Data as may be necessary for Looq to provide the Looq Services, or to exercise any of Looq’s other rights or perform any of its other obligations under this Agreement, and a worldwide, non-exclusive, royalty-free, irrevocable, and perpetual right and license (with the right to grant sublicenses through multiple tiers) to use, reproduce, copy, store, transmit, modify, create derivative works of, display, and otherwise exploit Customer Data incorporated within the Aggregated Statistics. Customer will ensure that Customer Data and any Looq Platform User’s and Looq Tool User’s use of Customer Data will not violate any policy or terms referenced in or incorporated into this Agreement or any applicable Law. Customer is solely responsible for the development, content, operation, maintenance, and use of Customer Data.
- 3.2 **Mapping Data.** In connection with the Looq Services, Looq and/or Customer may collect Raw Mapping Data. The Parties agree that, in addition to the rights and licenses expressly granted under this Section 3.2 (Mapping Data) as well as Sections 3.1 (Customer Data) and 3.3 (Aggregated Statistics), Looq will own and retain title to all Raw Mapping Data collected or generated in connection with the Looq Services, including all Intellectual Property Rights therein. Customer will own all Output Mapping Data. Customer acknowledges and agrees that Looq’s products and services use artificial intelligence and machine learning, and that Looq’s improvements to its products and services require ongoing use of data and information. Customer hereby grants to Looq a worldwide, non-exclusive, royalty-free, irrevocable, and perpetual right and license (with the right to grant sublicenses through multiple tiers) to use, reproduce, copy, store, transmit, modify, create derivative works of, display, and otherwise exploit all Customer Output Mapping Data to improve and innovate its products and services. Notwithstanding anything to the contrary herein, Looq shall not be obligated to expunge, purge, or delete any Output Mapping Data, whether during or after the Term.



- 3.3 **Aggregated Statistics.** Notwithstanding anything to the contrary in this Agreement, Looq may monitor Customer’s use of the Looq Services, and collect and compile data and information related to Customer’s use thereof to be used by Looq in an aggregated and anonymized manner, including to compile statistical and performance information related to the provision, operation, and use of the Looq Services (“**Aggregated Statistics**”). As between Looq and Customer, all right, title, and interest in Aggregated Statistics, and all Intellectual Property Rights therein, belong to and are retained solely by Looq. Customer acknowledges that Looq may compile Aggregated Statistics based on Customer Data input into, processed through, or transmitted by the Looq Services, or such other products, tools, or services associated with the Looq Services, including Third Party Services. Customer agrees that Looq may: (a) make Aggregated Statistics publicly available in compliance with applicable Law; and (b) use Aggregated Statistics to the extent and in the manner permitted under applicable Law; provided that such Aggregated Statistics do not identify Customer or Customer’s Confidential Information.
- 3.4 **Reservation of Rights.** Looq retains all right, title, and interest in and to the Looq Materials, together with all Intellectual Property Rights in or pertaining to the Looq Materials, and except for the limited rights and licenses expressly granted under this Agreement, no other rights are granted to Customer or any third party nor will Customer acquire any such rights, whether by implication, operation of law, or otherwise. In furtherance of the foregoing, Customer agrees that it will not assert any rights in the Looq Materials.
- 3.5 **Feedback.** If Customer provides to Looq any feedback, input, or suggestions with respect to the Looq Materials (“**Feedback**”), Customer hereby irrevocably and perpetually grants to Looq and its Affiliates a worldwide, non-exclusive, royalty-free, irrevocable, and perpetual right and license (with the right to grant sublicenses through multiple tiers) to use, process, access, analyze, create derivative works of, adapt, translate, modify, and otherwise exploit such Feedback for any purpose whatsoever, together with all Intellectual Property Rights and other proprietary rights in or pertaining to Feedback. Customer hereby waives any compensation for, or any moral rights Customer may have in, any such Feedback.
- 3.6 **No Conflicts.** Customer agrees that Looq will not be restricted in any way from developing, performing, or providing products, services, data, information, results, reports, or other subject matter for third parties, which may be similar to any Looq Services provided to Customer under this Agreement.

ARTICLE 4. CUSTOMER RESPONSIBILITIES

- 4.1 **Cooperation.** Customer acknowledges that Customer’s timely provision of (and Looq access to) Customer’s equipment, assistance, cooperation, and complete and accurate information and data from the Customer Technical Contact and Customer’s officers, agents, and employees (“**Cooperation**”) is essential for purposes of the Looq Services, and Customer agrees that Looq will not be liable for any deficiency or delay in providing or performing the Looq Services if such deficiency or delay results in whole or in part from Customer not providing such Cooperation in a complete and timely manner as required by Looq.
- 4.2 **Decision-making.** Customer remains solely responsible for confirming the sufficiency of all Output Mapping Data and any other outputs of Looq Services for its purposes and determining accuracy, and how and



whether to rely on it. In performing its obligations and exercising its rights under this Agreement, Customer shall comply with all applicable Laws. Customer acknowledges that Looq is not responsible for determining any type of decision-making assessment. Looq does not act upon any data generated by or for Customer or Looq Platform User in any professional capacity or determine procedures appropriate for Customer to make such assessments. Customer must determine such assessments. Nothing generated by or in connection with the Looq Services, and nothing in the Looq Services or any information, results, or other Deliverables made available under or in connection with this Agreement, are intended to substitute for Customer's business judgment. Without limiting the foregoing, as between Looq and Customer, but subject to the warranty set forth in Section 7.3 hereof, Customer remains solely responsible for ensuring the quality, sufficiency, and legality of business judgments and other decisions made using the Looq Services or other information, results, or Deliverables made available under or in connection with this Agreement. Customer acknowledges and agrees that Customer is solely responsible for ensuring that Customer's (and each Looq Platform Users' and Looq Tool Users') and Looq's use of any Customer Data and any other data and information made available to Looq in connection with the Looq Services complies with Law.

ARTICLE 5. PAYMENT TERMS

- 5.1 **Fees.** In consideration for the rights and licenses granted in this Agreement and Customer's access to and use of the Looq Services to be provided under this Agreement pursuant to a Customer Order, Customer will pay the fees and other amounts set forth in each Customer Order for the specific Looq Services specified in each such Customer Order (collectively, the "Fees"). If Looq Services are provided on a subscription basis or similar fee-for-service model, the applicable Fees and subscription payment terms for such Looq Services may be as set forth on the Site or may be specified on Customer Order. All Fees are non-refundable and non-cancellable. Customer will pay all Fees to Looq in U.S. dollars in accordance with the payment terms specified in the Customer Order, without any offset or deduction. If Customer fails to make any payment when due, without limiting Looq's other rights and remedies: (a) Looq may charge interest on the past due amount at the rate of 1.5% per month calculated daily and compounded monthly or, if lower, the highest rate permitted under applicable Law; (b) Customer shall reimburse Looq for all costs incurred by Looq in collecting any late payments or interest, including attorneys' fees, court costs, and collection agency fees; and (c) if such failure continues for 10 days or more following written notice thereof to Customer, Looq may suspend the rights and licenses granted under this Agreement with respect to the applicable Looq Services, including that Looq may suspend, in accordance with Section 10.4 (Suspension), Customer's and all other Looq Platform Users' access to any portion or all of the Looq Platform, and Customer's and all other Looq Tool Users' use of Looq Tools (and Looq may reclaim any Looq Tools), until such amounts are paid in full.
- 5.2 **Taxes.** The Fees do not include, and Customer will pay in addition to the Fees, all taxes, duties, levies, and similar assessments imposed by any foreign, federal, state, local, or other taxing authorities (including export, sales, use, excise, and value-added taxes) based on the transactions or payments under this Agreement, other than taxes imposed or based on Looq's net income. All amounts payable hereunder by Customer will be paid without deduction or withholding for or on account of any present or future tax, duty, levy, or similar assessment imposed by any taxing authority or otherwise pursuant to applicable Law.



ARTICLE 6. CONFIDENTIALITY

- 6.1 **Confidential Information.** “**Confidential Information**” means all proprietary, technical, or business information, ideas, materials, know-how, or other subject matter disclosed or otherwise made available by one Party to the other Party under or in connection with this Agreement that: (a) if disclosed in writing, is marked “confidential” or “proprietary” at the time of such disclosure; (b) if disclosed orally, is identified as “confidential” or “proprietary” at the time of such disclosure, and is summarized in a writing sent by the disclosing Party to the receiving Party within 30 days after any such disclosure; or (c) under the circumstances, a person exercising reasonable business judgment would understand to be confidential or proprietary. Confidential Information of Looq includes the Looq Materials and the terms (including pricing terms) of this Agreement. Confidential Information of Customer generally includes the Customer Data and Output Mapping Data per the Customer Order.
- 6.2 **Use and Disclosure Restrictions.** The Party receiving Confidential Information (“**Recipient**”) agrees: (a) to maintain the Confidential Information of the Party disclosing such information (the “**Discloser**”) in confidence; (b) not to disclose such Confidential Information to any third parties; and (c) not to use any such Confidential Information for any purpose other than to exercise its rights or perform its obligations under this Agreement, using the same degree of care as it accords to its own Confidential Information, but in no event with less than reasonable care. Recipient may disclose the Confidential Information of Discloser to its directors, officers, and employees (collectively, “**Representatives**”), who have a bona fide need to know such Confidential Information, provided that each such Representative is bound by a legal obligation as protective of the other Party’s Confidential Information as those set forth herein. Customer may also disclose the Confidential Information comprised of the Looq Platform to its Looq Platform Users and such Looq Platform Users will be deemed Customer’s Representatives, in accordance with Section 2.3 (Looq Platform Users; Looq Tool Users) and the preceding sentence. Accordingly, Customer is responsible for ensuring Looq Platform Users comply with the obligations under this Article 6 (Confidentiality). Recipient’s obligations under this Section 6.2 (Use and Disclosure Restrictions) will continue in effect for a period of 3 years from the date of last disclosure of Confidential Information by Discloser, except that Customer’s obligations under this Article 6 (Confidentiality) will continue in effect in perpetuity with respect to the Looq Materials.
- 6.3 **Exclusions.** The obligations of Recipient under Section 6.2 (Use and Disclosure Restrictions) will not apply to any Confidential Information that: (a) is now or thereafter becomes generally known or available to the public, through no act or omission on the part of Recipient (or any of its Representatives, affiliates, or agents) or any third party subject to any use or disclosure restrictions with respect to such Confidential Information; (b) was known by or lawfully in the possession of Recipient, prior to receiving such information from Discloser, without restriction as to use or disclosure; (c) is rightfully acquired by Recipient from a third party who has the right to disclose it and who provides it without restriction as to use or disclosure imposed on such third party either directly or indirectly by Discloser; or (d) is independently developed by Recipient without access, use, or reference to any Confidential Information of Discloser.
- 6.4 **Authorized Disclosures.** Notwithstanding anything to the contrary, the Recipient may disclose Confidential Information provided by the Discloser: (a) to its financial, accounting, and legal



advisors, each with a need to know for the purpose of providing services to the Recipient, as well as to and current and potential investors or acquirers that are bound to reasonable confidentiality protections that apply to the Confidential Information of the Discloser; (b) as and to the extent required by applicable Law, or by the listing of rules of the stock exchange on which the securities of the Recipient may be listed (provided that, prior to such disclosure, the Recipient, to the extent permitted by Law, will provide written notice to the Discloser); (c) if Recipient receives an order, demand, warrant, or any other document requesting or purporting to compel the production of Discloser's Confidential Information (including, for example, by oral questions, interrogatories, requests for information or documents in legal proceedings, subpoenas, civil or criminal investigative demands, or other similar processes) by any competent authority (provided that, prior to such disclosure, the Recipient, to the extent permitted by Law, shall provide written notice of such request to the Discloser to allow the Discloser to seek to redact or otherwise limit the scope of such disclosure); and (d) as required to be disclosed pursuant to any judicial or governmental request, requirement, or order, provided that the Recipient takes reasonable steps to give the Discloser sufficient prior notice in order to contest or limit such request, requirement, or order.

6.5 **Return or Destruction of Confidential Information.** Upon expiration or earlier termination of this Agreement or support and maintenance, Recipient will promptly return to Discloser or, at Discloser's option, destroy, all tangible items and embodiments containing or consisting of Discloser's Confidential Information and all copies thereof (other than backup or archival copies), unless Recipient is required to maintain such information pursuant to applicable Law, and upon request of Discloser, provide written certification of such destruction or return by an authorized person. Notwithstanding the foregoing, Recipient may retain copies of the Confidential information to the extent required by applicable law or its standard data archival practices and a single copy of the Confidential Information for the sole purpose of determining the scope of its rights and obligations incurred under this Agreement, and for no other purpose, subject to ongoing obligations under this Section 6. In no event, however, will Looq be required to return to Customer, or destroy, Looq Materials.

6.6 **Injunctive Relief.** Recipient agrees that, due to the unique nature of the Confidential Information, the unauthorized disclosure or use of the Confidential Information may cause irreparable harm and significant injury to Discloser, the extent of which will be difficult to ascertain and for which there may be no adequate remedy at law. Accordingly, Recipient agrees that Discloser, in addition to any other available remedies, will have the right to seek an immediate injunction and other equitable relief enjoining any breach or threatened breach of this Article 6 (Confidentiality), without the necessity of posting any bond or other security. Recipient will notify Discloser in writing immediately upon Recipient's becoming aware of any such breach or threatened breach.

ARTICLE 7. WARRANTIES

7.1 **Mutual Warranties.** Each Party represents and warrants to the other Party that the execution, delivery, and performance of this Agreement does not and will not contravene or constitute a default under, and is not and will not be inconsistent with, any judgment decree or order, or any contract, agreement, or other undertaking, applicable to such Party.

7.2 **Customer Warranties**



- (a) Customer represents and warrants to Looq that Customer will cause any and all Looq Platform Users and Looq Tool Users to comply with all applicable Laws and all applicable terms and conditions of this Agreement during the Term.
- (b) Customer represents and warrants to Looq that Customer owns all right, title, and interest, including all Intellectual Property Rights, in and to Customer Data and that both the Customer Data and Customer's and any Looq Platform User's and Looq Tool User's use of the Looq Platform and Looq Tools, as applicable, or other Looq Services, are in compliance with the TOU.

7.3 **Looq Warranty.** Looq represents and warrants to Customer that upon initial access or delivery the Looq Materials will comply in all material respects with the Documentation. Customer's sole and exclusive remedy for breach of the foregoing warranty will be for Looq to replace the non-conforming Looq Materials with conforming Looq Materials or, if Looq is unable to, to terminate this Agreement without penalty.

7.4 **DISCLAIMER.** EXCEPT AS EXPRESSLY SET FORTH IN SECTIONS 7.1 (MUTUAL WARRANTIES) AND 7.3 (LOOQ WARRANTY) AND TO THE FULL EXTENT PERMITTED BY LAW, LOOQ MAKES NO WARRANTIES OR CONDITIONS, WHETHER WRITTEN OR ORAL, STATUTORY, EXPRESS OR IMPLIED, ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE SUBJECT MATTER HEREOF, INCLUDING WITH RESPECT TO ANY OF THE LOOQ SERVICES, LOOQ MATERIALS, OR THIRD PARTY SERVICES, AND ANY OTHER TECHNOLOGY, PRODUCTS, SERVICES, MATERIAL, OR INFORMATION PROVIDED OR MADE AVAILABLE HEREUNDER. LOOQ SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON- INFRINGEMENT, AND QUIET ENJOYMENT, AND ANY WARRANTIES ARISING OUT OF COURSE OF DEALING OR TRADE USAGE. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, LOOQ DOES NOT WARRANT THAT THE LOOQ SERVICES, LOOQ MATERIALS, OR THIRD PARTY SERVICES, OR ANY OTHER TECHNOLOGY, PRODUCTS, SERVICES, MATERIAL, OR INFORMATION PROVIDED OR MADE AVAILABLE HEREUNDER, WILL BE ERROR FREE OR SECURE, WILL OPERATE WITHOUT INTERRUPTION, OR WILL FULFILL CUSTOMER'S REQUIREMENTS, OR THAT ANY DEFECT IN ANY OF THE FOREGOING WILL BE CORRECTED. THE LOOQ SERVICES AND ANY OTHER TECHNOLOGY, PRODUCTS, SERVICES, MATERIAL, OR INFORMATION PROVIDED OR MADE AVAILABLE UNDER THIS AGREEMENT FURTHER DO NOT INCLUDE, AND LOOQ'S OBLIGATIONS UNDER THIS AGREEMENT DO NOT EXTEND TO, THE SOFTWARE OR SYSTEMS WITH WHICH SUCH LOOQ SERVICES AND OTHER TECHNOLOGY, PRODUCTS, SERVICES, MATERIAL, AND INFORMATION ARE USED, SUCH AS EQUIPMENT, NETWORKS, TECHNOLOGY, OR OTHER COMPONENTS WITHIN CUSTOMER'S ENVIRONMENT WITH WHICH THE LOOQ SERVICES AND OTHER TECHNOLOGY, PRODUCTS, SERVICES, MATERIAL, AND INFORMATION, TO THE EXTENT APPLICABLE, ARE INTEGRATED THROUGH APPLICATION PROGRAMMING INTERFACES MADE AVAILABLE BY LOOQ. TO THE EXTENT THAT LOOQ CANNOT DISCLAIM ANY SUCH WARRANTY AS A MATTER OF APPLICABLE LAW, THE SCOPE AND DURATION OF SUCH WARRANTY WILL BE THE MINIMUM REQUIRED UNDER SUCH LAW.

ARTICLE 8. INDEMNIFICATION

8.1 **Looq Indemnification.** Looq will indemnify, defend, and hold Customer harmless from and against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses, including reasonable attorneys'



fees (collectively, “**Losses**”), finally awarded against or settled upon with Customer resulting from any third-party claim, suit, action, or proceeding (each, an “**Action**”) brought against Customer and its officers, directors, employees, or agents by a third party to the extent that such Action is based upon or arises out of any infringement, misuse, or misappropriation of a valid and enforceable third party Intellectual Property Right by Looq in the performance of this Agreement (except to the extent based on an Excluded Matter) (the “**Looq Indemnified Claims**”).

- 8.2 **Limitations.** Notwithstanding the foregoing, Looq has no obligation to indemnify, defend, or settle any Action, or indemnify, defend, or hold Customer harmless from or against any Loss, to the extent that any such Action or Loss arises from, relates to, or is based on: (a) use of the Looq Services in any manner that is not permitted under this Agreement or that is inconsistent with the Documentation; (b) modifications to the Looq Services made by anyone other than Looq or a third party acting at Looq’s express direction; (c) the combination of the Looq Services with other hardware, software, products, services, or materials not provided by Looq where any infringement or misappropriation would not have occurred but for such combination or where all claims of the Intellectual Property Rights being asserted by the applicable third party are not fully embodied by the applicable Looq Service offering itself; (d) Customer’s continued use of an allegedly infringing version or component of the Looq Services after Looq has provided Customer with a non- infringing new version of any of the foregoing; (e) Customer’s use of any version or component of the Looq Services that is no longer supported by Looq; (f) Customer’s or any Looq Platform User’s or Looq Tool User’s breach of this Agreement; or (g) Customer Data or Third Party Services ((a) through (g), collectively, “**Excluded Matters**”). If a Looq Indemnified Claim is brought or any portion of the Looq Services or any other subject matter made available by Looq hereunder may be enjoined (as determined by Looq), Looq may, at its option and expense, modify the affected subject matter so that it no longer infringes or misappropriates third party rights, or replace it with functionally comparable subject matter. If Looq determines that neither option is reasonably feasible, Looq may terminate Customer’s rights hereunder with respect to such subject matter and refund a pro-rated portion of the Fees paid for the affected subject matter less an amount for Customer’s use computed using straight-line depreciation over the applicable term of the subscription or other purchase period for the portion of the Looq Service that is allegedly infringed. The obligations set forth in this Article 8 (Indemnification) constitute Customer’s sole and exclusive remedy, and Looq’s entire liability, with respect to any Actions (and associated Losses) alleging that Customer’s access or use of the Looq Services infringes any third party’s Intellectual Property Rights.
- 8.3 **Customer Indemnification.** Customer will indemnify and hold Looq harmless from and against any and all Losses arising from or relating to, and upon Looq’s written request defend and/or settle any and all Actions (including Actions alleging ordinary negligence resulting in personal or bodily injury, damage to tangible property or other product liability) brought against Looq by a third party arising out of or relating to: (a) access or use of the Looq Services or other subject matter made available to Customer hereunder (except to the limited extent of a Looq Indemnified Claim); (b) Actions, disputes, or controversies between or among Customer and Customer’s clients, Looq Platform Users, Looq Tool Users, or other third parties (except with respect to breach of Looq warranties hereunder); and (c) any Excluded Matter. Customer will pay all Losses and other damages finally awarded by a court of competent jurisdiction or settlement amounts



entered into as a result of such Actions, together with the costs of defense (including reasonable attorneys' fees, court costs, and the costs of experts and other professionals). Without limiting the foregoing, as between the Parties, with the sole exception of Looq Indemnified Claims, Customer acknowledges and agrees that Customer is solely responsible and liable for any loss, damage, injury, damage to tangible property, or other liability arising out of or relating to the use of the products and services made available hereunder or any other products or services used in connection therewith.

- 8.4 **Indemnification Process.** Each Party's indemnity obligations set forth in this Article 8 (Indemnification) are conditioned upon the Party seeking indemnification: (a) providing prompt written notice to the other Party of any Action or Loss for which indemnification is required; (b) giving the indemnifying Party sole control of the defense and/or settlement of the Action (provided that the indemnified Party may participate at its own cost and expense with counsel of its own choosing, and no settlement may be entered into by a Party that makes any admission of liability by the other Party without such Party's prior written consent); and (c) providing the indemnifying Party full cooperation and assistance with respect to the defense and settlement at the indemnifying Party's cost and expense.

ARTICLE 9. LIMITATION OF LIABILITY

- 9.1 EXCEPT FOR CUSTOMER'S BREACH OR OTHER LIABILITY ARISING UNDER SECTION 2.6 (RESTRICTIONS) AND FOR EITHER PARTY'S LIABILITY ARISING UNDER ARTICLE 6 (CONFIDENTIALITY) OR ARTICLE 8 (INDEMNIFICATION), IN NO EVENT WILL LOOQ, CUSTOMER, OR THEIR RESPECTIVE AFFILIATES, LICENSORS, RESELLERS, OR THIRD PARTY SERVICES PROVIDERS BE LIABLE: (A) FOR ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES (INCLUDING ANY DAMAGES ARISING FROM LOSS OF USE, LOSS OF DATA, LOST PROFITS, BUSINESS INTERRUPTION, OR COSTS OF PROCURING SUBSTITUTE SOFTWARE OR SERVICES), ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE SUBJECT MATTER HEREOF; OR (B) FOR ANY THIRD PARTY SERVICES PROVIDED UNDER THIS AGREEMENT.
- 9.2 LOOQ'S, AND ITS AFFILIATES', LICENSORS', AND RESELLERS', TOTAL AGGREGATE LIABILITY ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE SUBJECT MATTER HEREOF WILL NOT EXCEED THE AMOUNT OF FEES RECEIVED BY LOOQ FROM CUSTOMER HEREUNDER FOR THE SERVICES OR MATERIALS WHICH ARE THE SUBJECT OF THE CLAIM IN THE 12 MONTH PERIOD PRIOR TO THE EVENT GIVING RISE TO SUCH LIABILITY.
- 9.3 THE FOREGOING LIMITATIONS OF LIABILITY SET FORTH IN THIS Article 9 (LIMITATION OF LIABILITY) APPLY TO THE FULL EXTENT PERMITTED BY APPLICABLE LAW: (A) NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY STATED IN THIS AGREEMENT, REGARDLESS OF WHETHER SUCH LIABILITY WAS FORESEEABLE OR LOOQ WAS ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE; AND (B) WHETHER SUCH LIABILITY IS BASED IN CONTRACT, WARRANTY, TORT (INCLUDING ORDINARY NEGLIGENCE), OR ANY OTHER THEORY OF LIABILITY.

ARTICLE 10. TERM AND TERMINATION



- 10.1 **Agreement Term.** This Agreement will commence upon the Effective Date and will remain in effect until the expiration of all Customer Orders, unless terminated earlier pursuant to this Article 10 (Term and Termination) (the “**Term**”).
- 10.2 **Customer Order Terms.** Each Customer Order will specify any applicable Looq Platform Use Period, Looq Tool Use Period, and/or the applicable Subscription Term for the Looq Platform, together with any other Looq Services, unless terminated earlier pursuant to this Article 10 (Term and Termination). If no such terms are specified in an applicable Customer Order, then Customer’s rights and licenses associated with the Looq Services, and other products or services included under such Customer Order, will expire or terminate concurrently with the earlier to occur of the expiration or termination of this Agreement. Notwithstanding the foregoing, a Customer Order may be governed by subscription terms agreed to by Customer on the Site. If a Customer Order specifies that Customer’s access to or use of the Looq Services and/or other products or services included under such Customer Order are set to automatically renew as part of a subscription service or similar model, then Customer’s use of such Looq Services and/or other products or services included under such Customer Order will renew for the applicable period specified in such Customer Order unless earlier terminated pursuant to this Agreement’s express provisions or either Party gives the other Party written notice of non-renewal at least [30] days prior to the expiration of the then-current services period.
- 10.3 **Termination.** Either Party may terminate this Agreement (in whole or in part, including with respect to any Customer Order) by written notice to the other Party if: (a) the other Party materially breaches this Agreement and does not cure the breach within 30 days of receiving notice of the breach; or (b) the other Party ceases conducting business in the normal course, or avails itself or becomes subject to a bankruptcy proceeding that is not dismissed within 90 days of filing. In addition and without limiting the foregoing termination rights, Looq may immediately terminate this Agreement (in whole or in part, including with respect to any Customer Order) by written notice to Customer if Customer breaches any of the provisions of Section 2.5 (Use Restrictions) or Article 6 (Confidentiality).
- 10.4 **Suspension.** Notwithstanding anything to the contrary in this Agreement, Looq may suspend Customer’s and any Looq Platform User’s access to and use of any portion or all of the Looq Services if: (a) Looq determines in its reasonable discretion that: (i) Customer or any Looq Platform User or Looq Tool User is engaged in activities that have resulted in or are likely to cause impairment of functionality of any Looq Services for other customers; (ii) there is a threat or attack on any of Looq’s Technology, systems, or services by Customer; (iii) Customer’s or any Looq Platform User’s or Looq Tool User’s use of the Looq Services or other Technology is solely responsible for disruption or the posing a security risk to Looq or to any other customer or vendor of Looq; (iv) Customer or any Looq Platform User or Looq Tool User is using the Looq Services or other Technology for fraudulent or illegal activities; or (v) Looq’s provision of the Looq Services or other Technology, products, or services to Customer or any Looq Platform User or Looq Tool User is prohibited by applicable Law; (b) any Third Party Services Provider of Looq has suspended or terminated Looq’s access to or use of any Third Party Services required to enable Customer to access the Looq Services or other Technology; or (c) in accordance with Section 5.1 (Fees) (any such suspension described in subclause (a), (b), or (c), a “**Service Suspension**”). Looq will have no liability for any damage, liabilities, losses (including any loss of use, loss of data, lost profits, or any



business interruptions), or any other consequences that Customer or any Looq Platform Users or Looq Tool Users may incur as a result of any Service Suspension.

10.5 Effect of Termination. Upon any expiration or termination of this Agreement, the rights and licenses granted to Customer hereunder, except any ownership rights granted under a Customer Order, will automatically terminate, and Customer will immediately cease using the Looq Services and any Third Party Services, and return or destroy all copies of Looq Confidential Information in accordance with Section 6.5. However, the foregoing obligation does not apply to Customer Output Mapping Data as defined and as provided for in the Customer Order, if applicable. The provisions set forth in the following Articles or Sections, and any other right or obligation of the Parties under this Agreement that, by its nature, should survive termination or expiration of this Agreement, will survive any expiration or termination of this Agreement: Article 1 (DEFINITIONS), Article 3 (DATA AND INTELLECTUAL PROPERTY), Article 5 (PAYMENT TERMS) (with respect to payments that accrue during the Term), Article 6 (CONFIDENTIALITY) (for the periods set forth therein), Article 8 (INDEMNIFICATION) (provided that Looq’s obligations will apply only with respect to Actions and Losses that arose during the Term), Article 9 (LIMITATION OF LIABILITY), and Article 11 (MISCELLANEOUS TERMS); Sections 2.1 (Looq Tools), 2.2 (Looq Platform), 2.3 (Looq Platform Users; Looq Tool Users), 2.5 (Use Restrictions), 2.6 (Third Party Services Providers), 2.7 (Third Party Terms), 4.2 (Decision-making), 7.1 (Mutual Warranties), 7.2 (Customer Warranties), 7.4 (Disclaimer), 10.5 (Effect of Termination), and 10.6 (Data Retention).

10.6 Data Retention

- (a) At Customer’s option and upon its written request, upon any expiration or termination of this Agreement, Looq will continue to retain Customer Data, or solely such specific databases or other collections or articles of Customer Data as Customer may request, for a period to be agreed to by the Parties in writing, but that in no event will be longer than 30 days after the effective date of such expiration or termination, provided that Customer pays in full all undisputed Fees due Looq as of the effective date of such expiration or termination and pays monthly data storage fees to Looq for its retention of such Customer Data pursuant to Looq’s standard rates for such data storage in effect at the time, or if such standard rates are not in effect, such reasonable prevailing industry rates as may be agreed to by the Parties in writing.
- (b) Following the lapse of 30 days after any Looq Platform User’s termination of access to the Looq Platform (including deletion of a Looq Platform User’s account), Looq may delete all Customer Data and all account or other information and data with respect to such Looq Platform User unless prohibited by Law, or if the retention of such data is required to continue to provide the Looq Platform to Customer, fulfill any legal rights of Looq, or defend any Action, or unless such action may subject Looq to liability.

ARTICLE 11. MISCELLANEOUS TERMS

11.1 Interpretation. For purposes of interpreting this Agreement: (a) unless the context otherwise requires, the singular includes the plural, and the plural includes the singular; (b) unless otherwise specifically stated, the words “herein,” “hereof,” and “hereunder” and other words of similar



import refer to this Agreement as a whole and not to any particular article, section, or paragraph; (c) the words “include” and “including” will not be construed as terms of limitation, and will therefore mean “including but not limited to” and “including without limitation”; (d) unless otherwise specifically stated, the words “writing” or “written” mean preserved or presented in retrievable or reproducible form, whether electronic (including email but excluding voice mail) or hard copy; (e) the captions and section and paragraph headings used in this Agreement are inserted for convenience only and will not affect the meaning or interpretation of this Agreement; and (f) the references herein to the Parties will refer to their permitted successors and assigns.

11.2 Governing Law; Jurisdiction. This Agreement and its interpretation and validity will be governed by the substantive law of the State of California applicable to contracts made and to be performed within the State of California, without giving effect to any choice or conflict of law provision or rule that would require or permit the application of the Laws of any jurisdiction other than those of the State of California. The United Nations Convention on Contracts for the International Sale of Goods will not apply to this Agreement or applicable Customer Orders and its application is strictly excluded. Any legal suit, action, or proceeding arising out of or relating to this Agreement will be commenced in a federal or state court in San Diego, California, and each Party irrevocably submits to the exclusive jurisdiction and venue of any such court in any such suit, action, or proceeding.

11.3 Arbitration. EXCEPT FOR DISPUTES THAT QUALIFY FOR SMALL CLAIMS COURT, ALL DISPUTES ARISING OUT OF OR RELATED TO THIS AGREEMENT OR ANY ASPECT OF THE RELATIONSHIP BETWEEN LOOQ AND CUSTOMER, WHETHER BASED IN CONTRACT, TORT, STATUTE, FRAUD, MISREPRESENTATION, OR ANY OTHER LEGAL THEORY, WILL BE RESOLVED THROUGH FINAL AND BINDING ARBITRATION BEFORE A NEUTRAL ARBITRATOR INSTEAD OF IN A COURT BY A JUDGE OR JURY AND CUSTOMER AGREES THAT LOOQ AND CUSTOMER ARE EACH WAIVING THE RIGHT TO TRIAL BY A JURY. CUSTOMER AGREES THAT ANY ARBITRATION UNDER THIS AGREEMENT WILL TAKE PLACE ON AN INDIVIDUAL BASIS; CLASS ARBITRATIONS AND CLASS ACTIONS ARE NOT PERMITTED AND CUSTOMER IS AGREEING TO GIVE UP THE ABILITY TO PARTICIPATE IN A CLASS ACTION. The arbitration will be administered by the American Arbitration Association (“AAA”) under its Consumer Arbitration Rules, as amended by this Agreement. The Consumer Arbitration Rules are available online at http://www.adr.org/sites/default/files/Consumer_Rules_Web_2.pdf. The arbitrator will conduct hearings, if any, by teleconference or videoconference, rather than by personal appearances, unless the arbitrator determines upon request by either Party that an in-person hearing is appropriate. Any in-person appearances will be held at a location which is reasonably convenient to both Parties with due consideration of their ability to travel and other pertinent circumstances. If the Parties are unable to agree on a location, such determination should be made by the AAA or by the arbitrator. The arbitrator’s decision will follow the terms of this Agreement and will be final and binding. The arbitrator will have authority to award temporary, interim, or permanent injunctive relief or relief providing for specific performance of this Agreement, but only to the extent necessary to provide relief warranted by the individual claim before the arbitrator. The award rendered by the arbitrator may be confirmed and enforced in any court having jurisdiction thereof. Notwithstanding any of the foregoing, nothing in this Agreement will preclude either Party from bringing issues to the attention of federal, state, or local agencies and, if the law allows, they can seek relief against a Party on behalf of the other Party.



- 11.4 **Assignment.** Customer is not permitted to assign, whether voluntarily or involuntarily, by operation of law or otherwise, this Agreement, without the prior written consent of Looq. Looq may assign, sell, transfer, delegate, or otherwise dispose of this Agreement or any of its rights or obligations under this Agreement without the prior written consent of Customer. Any purported assignment by a Party, except as permitted herein, will be null and void. Subject to the foregoing, this Agreement will be binding upon and will inure to the benefit of the Parties and their respective successors and permitted assigns.
- 11.5 **Force Majeure.** Neither Party will be liable to the other for failure or delay in performing its obligations under this Agreement (other than the obligation to make payments) if such failure or delay is due to: (a) acts of any governmental body, war, insurrection, sabotage, or embargo; (b) fire, flood, or other Act of God; (c) strike or other labor disturbance; (d) interruption of or delay in transportation; (e) unavailability of, interruption of, or delay in telecommunications or third party services; (f) epidemic, pandemic, or other spread of disease; (g) inability to obtain raw materials, supplies, or power used in, or equipment needed for, performance of its obligations; or (h) any other cause beyond such Party's reasonable control.
- 11.6 **Notices.** Any notices to Looq must be sent to Looq's corporate headquarters address available at www.looq.ai/about_us and must be delivered either in person, by certified or registered mail, return receipt requested and postage prepaid, or by recognized overnight courier service, and are deemed given upon receipt by Looq. Notwithstanding the foregoing, Customer hereby consents to receiving electronic communications from Looq. These electronic communications may include notices about applicable fees and charges, transactional information, and other information concerning or related to Looq's products and services. Customer agrees that any notices, agreements, disclosures, or other communications that Looq sends electronically will satisfy any legal communication requirements, including that such communications be in writing.
- 11.7 **Waiver.** The waiver by either Party of a breach of or a default under this Agreement will not be effective unless in writing. The failure by either Party to enforce any provisions of this Agreement will not constitute a waiver of any other right under this Agreement or of any subsequent enforcement of that or any other provisions.
- 11.8 **Severability.** If a court of competent jurisdiction holds any provision of this Agreement invalid or unenforceable, the remaining provisions of this Agreement will remain in full force and effect, and the provision affected will be construed so as to be enforceable to the maximum extent permissible by Law.
- 11.9 **Export Laws.** Customer will comply fully with all relevant export laws and regulations of the United States and any other country where Customer or Looq Platform Users access or use any portion of the Looq Services or any other subject matter made available hereunder ("**Export Laws**"). Customer certifies that Customer is not on any of the relevant U.S. government lists of prohibited persons, including the Treasury Department's List of Specially Designated Nationals and the Commerce Department's List of Denied Persons or Entity List. Customer further certifies that Customer will not export, re-export, ship, transfer, or otherwise use the Looq Services, or any other Looq Materials or subject matter made available hereunder, in any country subject to an embargo or other sanction by the United States, including Crimea, Cuba, Iran, North Korea, Russia, Sudan,



Syria, Venezuela and that Customer will not use the Looq Services, or any other Looq Materials or subject matter made available hereunder, for any purpose prohibited by the Export Laws.

- 11.10 **Government End User Rights.** Customer agrees that the Looq Services and any derivatives thereof are “Commercial Items” as defined in 48 C.F.R. § 2.101, and if Customer is a governmental or regulatory entity, then such use, duplication, reproduction, release, modification, disclosure or transfer of this commercial product and data, is restricted in accordance with 48 C.F.R. § 12.211, 48 C.F.R. § 12.212, 48 C.F.R. § 227.7102-2, and 48 C.F.R. § 227.7202, as applicable. Consistent with 48 C.F.R. § 12.211, 48 C.F.R. § 12.212, 48 C.F.R. § 227.7102-1 through 48 C.F.R. § 227.7102-3, and 48 C.F.R. §§ 227.7202-1 through 227.7202-4, as applicable, and the Looq Services is licensed to end users of governmental or regulatory entities: (a) only as Commercial Items; and (b) with only those rights as are granted to all other users pursuant to this Agreement and any related agreement(s), as applicable. Accordingly, Customer will have no rights in the Looq Services except as expressly agreed to in writing by Customer and Looq.
- 11.11 **Publicity and Marketing.** Looq may, and Customer agrees to permit Looq to, reference Customer as a customer of Looq solely for publicity and marketing purposes, including to use Customer’s name and logo, provided that Looq complies with Customer’s trademark branding guidelines that are provided to Looq in connection with such usage.
- 11.12 **No Third Party Beneficiaries.** This Agreement is made and entered into for the sole protection and benefit of the Parties and the persons entitled to indemnification hereunder, and their respective successors and permitted assigns. Nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of this Agreement.
- 11.13 **Relationship of the Parties.** This Agreement will not be construed as creating an agency, partnership, joint venture, or any other form of association, for tax purposes or otherwise, between the Parties; and the Parties will at all times be and remain independent contractors. Except as expressly agreed by the Parties in writing, neither Party will have any right or authority, express or implied, to assume or create any obligation of any kind, or to make any representation or warranty, on behalf of the other Party or to bind the other Party in any respect whatsoever.
- 11.14 **Authority to Bind Customer.** Customer represents and warrants that the undersigned has the full and complete authority to bind Customer to the terms of this Agreement, and all Customer Orders.
- 11.15 **Entire Agreement.** This Agreement, including the attached schedules, exhibits, addenda, and Customer Orders, constitutes the complete and exclusive understanding and agreement between the Parties and supersedes any and all prior or contemporaneous agreements, communications, and understandings, written or oral, relating to their subject matter. Any modification or amendment to this Agreement will be effective only if in writing and signed by a duly authorized representative of Looq. Any terms and conditions contained or referenced in a Customer order form, purchase order, acceptance, confirmation, or similar



document purporting to modify the terms and conditions contained in this Agreement or any Statement of Work or Customer Order, or otherwise bind Looq in any manner, will be disregarded and have no effect unless expressly agreed to by Looq in writing in accordance with the preceding sentence.