# MASTER SAAS AGREEMENT

This Agreement was last updated on SEPTEMBER 14, 2022. The following Master SaaS Agreement ("Agreement") constitute an agreement between user/s ("Customer") and iFieldSmart Technology, LLC, and associated entities, affiliates, subsidiaries, licensors, contractors, and partners ("Company"). The effective date of this Agreement shall be as of the date of Customer's accepting this Agreement ("Effective Date"). Customer and Company may be individually referred to as "Party" and collectively as "Parties."

THIS MASTER SAAS AGREEMENT GOVERNS CUSTOMER'S ACQUISITION AND USE OF IFIELDSMART TECHNOLOGIES LLC SERVICES. CAPITALIZED TERMS HAVE THE DEFINITIONS SET FORTH HEREIN. IF CUSTOMER REGISTERS FOR A FREE TRIAL OF IFIELDSMART TECHNOLOGIES LLC SERVICES OR FOR FREE SERVICES, THE APPLICABLE PROVISIONS OF THIS AGREEMENT WILL ALSO GOVERN THAT FREE TRIAL OR THOSE FREE SERVICES. BY ACCEPTING THIS AGREEMENT, BY (1) CLICKING A BOX INDICATING ACCEPTANCE, (2) EXECUTING AN ORDER FORM THAT REFERENCES THIS AGREEMENT, OR (3) USING FREE SERVICES, CUSTOMER AGREES TO THE TERMS OF THIS AGREEMENT. IF THE INDIVIDUAL ACCEPTING THIS AGREEMENT IS ACCEPTING ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY, SUCH INDIVIDUAL REPRESENTS THAT THEY HAVE

THE AUTHORITY TO BIND SUCH ENTITY AND ITS AFFILIATES TO THESE TERMS AND CONDITIONS, IN WHICH CASE THE TERM "CUSTOMER" SHALL REFER TO SUCH ENTITY AND ITS AFFILIATES. IF THE INDIVIDUAL ACCEPTING THIS AGREEMENT DOES NOT HAVE SUCH AUTHORITY, OR DOES NOT AGREE WITH THESE TERMS AND CONDITIONS, SUCH INDIVIDUAL MUST NOT ACCEPT THIS AGREEMENT AND MAY NOT USE THE SERVICES.

The Services may not be accessed for purposes of monitoring their availability, performance or functionality, or for any other benchmarking or competitive purposes.

IFIELDSMART TECHNOLOGIES LLC's direct competitors are prohibited from accessing the Services, except with IFIELDSMART TECHNOLOGIES LLC's prior written consent.

This Agreement governs Customer's use of the product as specified in Customer's ordering document(s), and associated systems and documents (collectively the "Service(s)"). Company may from time to time add new features to the Services, substitute a new service for one of the existing Services, or discontinue or suspend one or any part of the existing Services. Under no circumstances will Company be liable for any suspension or discontinuation of any of the Services or portion thereof, and any use of new services will be governed by this Agreement.

# 1. SERVICES

Subject to this Agreement, Company grants Customer a limited, non-exclusive, revocable, non-sublicensable, non-transferable license to use the Services, only for Customer's internal business purposes, and only in accordance with this Agreement. Any Customer information provide to Company shall be used and disclosed as described in Company's Privacy Policy. Customer agrees that its

purchases are not contingent on the delivery of any future functionality or features, or dependent on any oral or written public comments made by Company regarding future functionality or features. Customer agrees that it will not exceed the standard usage limit of five hundred (500) GB, or any other usage limit specified in the relevant order form ("Usage Limit"). Upon such Usage Limit being exceeded, Company may, at its sole discretion, delete all excess data unless Company and Customer arrive at a mutual, written agreement about the treatment of the data that is in excess of the Usage Limit.

"Content" shall be defined as content, text, data, graphics, images, photographs, video, audio, information, suggestions, articles, scheduling availability, guidance, and other materials provided, made available or otherwise found through the Services. "Customer Data" means electronic data and information submitted by or for Customer to the Services, excluding Content and third-party applications.

## 2. FEES

Customer shall pay Company as indicated in applicable ordering documents within thirty (30) days from the date of the invoice. Customer shall pay all applicable federal, state, and/or local taxes that are levied or imposed, including sales, use, excise, and value added taxes. Customer agrees that all payments made to Company hereunder shall be free of all withholding taxes imposed by any jurisdiction. Customer agrees to pay interest on delinquent amounts at the rate of eight percent (8%) per month. Customer shall reimburse Company for any collections costs or legal fees incurred by Company when collecting such payment. If any amount owing by Customer is thirty (30) days or more overdue, (or ten (10) or more days overdue in the case of amounts Customer has authorized Company to charge to Customer's credit card), Company may, without limiting its other rights and remedies, accelerate Customer's unpaid fee so that all such obligations become immediately due and payable, and suspend Customer's access to the Services until all such amounts are paid in full.

# 3. CUSTOMER RESPONSIBILITIES

Customer shall be responsible for all use of the Services and for all use of Customer credentials necessary to access such Services, including use by others whether or not authorized by Customer to do so. Customer may only use the Services for lawful, non-commercial purposes in strict accordance with this Agreement. If Customer's use of the Services is prohibited by applicable laws, then this Agreement is null and void and Customer is not authorized to use the Services. Customer shall not allow any of Company's direct competitors to use the Services. If Customer is a direct competition of Company, then Customer may not use the Services unless it has obtained prior, written authorization from Company. Additionally, Customer may not use the Services in any manner that could damage, disable, overburden, or impair Company's servers or networks, or interfere with any other party's use and enjoyment of the Services. Customer may not attempt to gain unauthorized access to any of the Services, user accounts, or computer systems or networks, through hacking, password mining or any other means. Customer may not accumulate or index, directly or indirectly, any Content or portion of the Services for any purpose whatsoever.

Customer will not and will not permit others to:

(i)     make any Service or any part thereof available to anyone other than to Customer or its authorized users;

(ii)     sub-license, sell, rent, lend, lease, or distribute the Services, or any documentation or any intellectual property rights therein, in whole or in part;

(iii)     use the Services to permit timesharing, or use in a service bureau or outsourcing offering;

(iv)     use or access the Services: (A) in a way that violates any applicable laws, or infringes, violates or otherwise misappropriates the intellectual property rights or other rights of any third party (including any moral right, privacy right or right of publicity) or (B) in a manner that threatens the security or functionality of the Services

or that contains any computer viruses, worms, malicious code, or any software intended to damage or alter a computer system or data;

(v)     use or access the Services to create, collect, transmit, store, use or process any data that Customer does not have the lawful right to create, collect, transmit, store, use or process;

(vi)    reverse engineer, de-compile, translate or disassemble the Services, attempt to do any of the foregoing or otherwise attempt to derive source code from the Services;

(vii)   access or use the Services for the purpose of building a similar or competitive product or service;

(viii)  perform any vulnerability, penetration, or similar testing of the Services; or

(ix) monitor the Service's availability, performance, or functionality, or evaluate for any other benchmarking or competitive purposes.

# 4. THIRD PARTY SERVICES

Company may incorporate third party software as part of certain of the Services, including without limitation open source third party software. Customer's use of such third-party software is subject to any and all applicable additional terms and conditions governing such use provided by the third-party software provider.

# 5. DISCLAIMER

Company and its licensors, suppliers, partners, parent, subsidiaries or affiliated entities, and each of their respective officers, directors, members, employees, consultants, contract employees, representatives, and agents, and each of their respective successors and assigns (Company and all such parties together, the "Company Parties") make no representations or warranties regarding the Services, and the Company Parties will not be responsible or liable for the accuracy, copyright compliance, legality, or decency of material contained in or accessed through the

Services. Company has no special relationship with or fiduciary duty to Customer. COMPANY (AND ITS LICENSORS AND SUPPLIERS) PROVIDE THE SERVICES "AS IS" AND "AS AVAILABLE." COMPANY MAKES NO EXPRESS OR IMPLIED WARRANTIES OR GUARANTEES ABOUT THE CONTENT OR SERVICES. TO THE MAXIMUM EXTENT PERMITTED BY LAW, COMPANY HEREBY DISCLAIM ALL SUCH WARRANTIES, INCLUDING ALL STATUTORY WARRANTIES, WITH RESPECT TO THE SERVICES, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES THAT THE SERVICES ARE MERCHANTABLE, OF SATISFACTORY QUALITY, ACCURATE, FIT FOR A PARTICULAR PURPOSE OR NEED, OR NON-INFRINGING. COMPANY DOES NOT GUARANTEE THAT THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICES WILL BE EFFECTIVE, RELIABLE OR ACCURATE OR WILL MEET CUSTOMER' REQUIREMENTS. COMPANY DOES NOT GUARANTEE THAT CUSTOMER WILL BE ABLE TO USE THE SERVICES (EITHER DIRECTLY OR THROUGH THIRD-PARTY NETWORKS) AT TIMES OR LOCATIONS OF CUSTOMER'S CHOOSING. COMPANY IS NOT RESPONSIBLE FOR THE ACCURACY, RELIABILITY, TIMELINESS OR COMPLETENESS OF INFORMATION PROVIDED BY USERS OF THE SERVICES OR ANY OTHER DATA OR INFORMATION PROVIDED OR RECEIVED THROUGH THE SERVICES. EXCEPT AS EXPRESSLY SET FORTH HEREIN, COMPANY MAKES NO WARRANTIES ABOUT THE INFORMATION SYSTEMS, SOFTWARE AND FUNCTIONS MADE ACCESSIBLE THROUGH THE SERVICES OR ANY OTHER SECURITY ASSOCIATED WITH THE TRANSMISSION OF SENSITIVE INFORMATION. COMPANY DOES NOT WARRANT THAT THE SERVICES WILL OPERATE UNINTERRUPTED, ERROR-FREE, BUG-FREE OR FREE FROM DEFECTS, THAT LOSS OF DATA WILL NOT OCCUR, OR THAT THE SERVICES OR SOFTWARE ARE FREE OF COMPUTER VIRUSES, CONTAMINANTS OR OTHER HARMFUL ITEMS.

## 6. GENERAL LIMITATION OF LIABILITY

IN NO EVENT SHALL COMPANY'S CUMULATIVE LIABILITY REGARDING ANY AND ALL CLAIMS RELATING TO OR ARISING OUT OF THE AGREEMENT OR CUSTOMER'S USE OF THE SERVICES, REGARDLESS OF THE FORM OF ACTION, EXCEED EITHER THE AMOUNT PAID BY CUSTOMER TO COMPANY IN THE LAST SIX (6) MONTHS.

TO THE FULLEST EXTENT ALLOWED BY APPLICABLE LAW, IN NO EVENT AND UNDER NO LEGAL THEORY (INCLUDING, WITHOUT LIMITATION, TORT, CONTRACT, STRICT LIABILITY, OR OTHERWISE) SHALL ANY OF THE COMPANY PARTIES BE LIABLE TO CUSTOMER (OR TO ANY THIRD PARTY CLAIMING UNDER OR THROUGH CUSTOMER) FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, CONSEQUENTIAL OR EXEMPLARY DAMAGES ARISING FROM CUSTOMER'S USE OF, OR INABILITY TO USE, THE SERVICES. THESE EXCLUSIONS APPLY TO ANY CLAIMS FOR LOST PROFITS, LOST DATA, LOSS OF GOODWILL, BUSINESS INTERRUPTION, WORK STOPPAGE, ACCURACY OF RESULTS, COMPUTER FAILURE OR MALFUNCTION, ANY OTHER COMMERCIAL DAMAGES OR LOSSES, ANY SUBSTITUTE GOODS, SERVICES, OR TECHNOLOGY PROVIDERS UTILIZED THROUGH USE OF THE SERVICES, OR ANY MATTER BEYOND COMPANY'S REASONABLE CONTROL, EVEN IF COMPANY KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES. BECAUSE SOME STATES OR JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR THE LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, IN SUCH STATES OR JURISDICTIONS, COMPANY'S LIABILITY SHALL BE LIMITED IN ACCORDANCE HEREIN TO THE MAXIMUM EXTENT PERMITTED BY LAW.

## 7. TERMINATION

The term of each subscription shall be as specified in the applicable order form. Except as otherwise specified in an order form, subscriptions will automatically renew for additional one-year terms, unless either party gives the other written notice (email

acceptable) at least 30 days before the end of the relevant subscription term. Upon either party providing written notice to the other party of a material breach of this Agreement by the other party, and the breaching party not curing such breach within thirty (30) days of such notice, the non-breaching party shall have the right to terminate this Agreement. Company shall have the right to immediately terminate this Agreement upon providing written notice to Customer upon Customer's breach of its restricted use, confidentiality, or data security obligations. Company may terminate this Agreement for convenience by providing sixty (60) days' written notice to Customer. Any provisions of this Agreement that, by their nature, should survive termination of this Agreement, including any payment obligations incurred by Customer, shall survive any termination or expiration of this Agreement. If this Agreement is terminated due to Company's breach, Company may refund Customer any prepaid fees covering the remainder of the term of all Order Forms after the effective date of termination, upon the mutual agreement of the parties.

# 8. INDEMNIFICATION

Customer agree to defend, indemnify, and hold harmless the Company Parties from all liabilities, claims, damages (actual and consequential), demands, and expenses, including reasonable attorney's fees, that arise from or are related to: (a) Customer's use of the Services; (b) Customer's violation of this Agreement; (c) Customer's violation of any intellectual property or other right of any person or entity; (d) any person using Customer's credentials without authorization; or (e) Customer's breach of any applicable laws.

# 9. ARBITRATION AGREEMENT

Any dispute, claim, question, or disagreement arising out of or relating to the subject matter of these Agreement shall be settled by binding arbitration in Washington, DC. The arbitration will proceed in accordance with the JAMS Streamlined Arbitration Rules and Procedures (the "Rules") then in effect, by one commercial arbitrator with substantial experience in resolving commercial contract disputes. The

arbitrator shall be selected from the appropriate list of JAMS arbitrators in accordance with such Rules. Judgment upon the award rendered by such arbitrator may be entered in any court of competent jurisdiction. The Rules will govern payment of all arbitration fees.

CUSTOMER WAIVES ANY CONSTITUTIONAL AND STATUTORY RIGHTS TO GO TO COURT AND HAVE A TRIAL IN FRONT OF A JUDGE OR JURY. In any litigation between Customer and Company over whether to vacate or enforce an arbitration award, CUSTOMER WAIVES ALL RIGHTS TO A JURY TRIAL, and elects instead to have the dispute be resolved by a judge.

ALL CLAIMS AND DISPUTES WITHIN THE SCOPE OF THIS ARBITRATION AGREEMENT MUST BE ARBITRATED OR LITIGATED ON AN INDIVIDUAL BASIS AND NOT ON A CLASS BASIS. CLAIMS OF MORE THAN ONE CUSTOMER OR USER CANNOT BE ARBITRATED OR LITIGATED JOINTLY OR CONSOLIDATED WITH THOSE OF ANY OTHER CUSTOMER OR USER.

## 10. AMENDMENT

This Agreement may only be amended in writing and with the mutual agreement of the Parties.

## 11. CONFIDENTIALITY

During the course of this Agreement, both Parties shall have access to non-public information belonging to the other Party, including but not limited to, including related to software, object code, source code, technology, technical data, techniques, products, services, specifications, know-how, concepts, ideas, discoveries, marketing plans, business plans, financial information, operations, and other data ("Confidential Information"). The party receiving the confidential information ("Receiving Party") shall: (a) keep confidential the Confidential Information received from or due to the disclosing party ("Disclosing Party") and cause its affiliates, directors, officers, employees, authorized representatives, agents, advisors, and consultants to do the

same; (b) protect the Disclosing Party's Confidential Information, using measures that are at least as protective as those measures it takes to protect its own Confidential Information and, in any event, using no less than reasonable care; (c) not use the Disclosing Party's Confidential Information except to exercise its rights and perform its obligations under this Agreement; (d) limit the disclosure of the Disclosing Party's Confidential Information to only authorized employees, advisors, and consultants who "need to know" the Confidential Information to the extent necessary for the performance of this Agreement; (e) take appropriate measures to ensure that such employees, advisors, and consultants are informed of the confidential nature of the Confidential Information and bound by restrictions at least as protective as those set forth in this Section; and (f) promptly notify the Disclosing Party of any actual or suspected misuse or unauthorized disclosure of the Disclosing Party's Confidential Information. Notwithstanding the above restrictions, the Receiving Party may disclose the Disclosing Party's Confidential Information to the extent required by law or order of a court or other governmental authority

The Receiving Party's confidentiality obligations in this section shall not apply to the extent any Confidential Information: (a) is or becomes available to the public through no act or omission of the Receiving Party; (b) was known by the Receiving Party, without any breach of this Agreement, prior to receiving such information from the Disclosing Party; (c) was rightfully acquired by the Receiving Party from a third party that is not subject to any confidentiality obligations with respect thereto; or (d) was independently developed by the Receiving Party without access to, or reliance upon, any Confidential Information. The Disclosing Party shall at all times retain all right, title, and interest to its own Confidential Information.

## 12. Intellectual Property

Company, its affiliates, its licensors and Content providers reserve all of their right, title, and interest in and to the Services and Content, including all of their related intellectual property rights. No rights are granted to Customer hereunder other than as expressly set forth herein. Customer has the right to access and use applicable Content

subject to the terms of applicable order forms, this Agreement, and the applicable documentation for Services, as maintained by, and updated from time to time by, Company. Customer grants Company, its affiliates, and all consultants, contractors, and agents a worldwide, limited-term license to host, copy, use, transmit, and display any application and program code created by or for Customer using a Service or for use by Customer with the Services, and Customer Data, each as appropriate for Company to provide and ensure proper operation of the Services and associated systems in accordance with this Agreement. If Customer chooses to use a third-party application with the Service, Customer will obtain Company's prior, written approval to do so, and Customer grants Company permission to allow the third-party application and its provider to access Customer Data and information about Customer's usage of the third-party application as appropriate for the interoperation of the third-party operation with the Service. Subject to the limited licenses granted herein, Company acquires no right, title or interest from Customer or its licensors under this Agreement in or to any Customer Data. Customer grants Company and its affiliates a worldwide, perpetual, irrevocable, royalty-free license to use, distribute, disclose, and make and incorporate into its services any suggestion, enhancement request, recommendation, correction, or other feedback provided by Customer or its users relating to the operation of Company or its affiliates' services, including Service.

# 13. MISCELLANEOUS

No action arising under or in connection with this Agreement, regardless of the form, may be brought by Customer more than one (1) year after the cause of action arose; actions brought thereafter are forever barred.

In the event any one or more of the provisions of this Agreement shall for any reason be held to be invalid, illegal, or unenforceable, the remaining provisions of this Agreement shall be unimpaired. Further, the invalid, illegal or unenforceable provision shall be replaced by a provision that comes closest to the intention of the parties that underlie the invalid, illegal or unenforceable provision, except to the

extent no such provision is valid, legal and enforceable, in which case such invalid, illegal or unenforceable provision shall be limited or eliminated to the minimum extent necessary so that the other provisions of this Agreement remain in full force and effect and enforceable.

This Agreement shall be deemed to have been entered into and shall be construed and enforced in accordance with the Federal Arbitration Act, applicable federal law, and the laws of the Commonwealth of Virginia as applied to contracts made and to be performed entirely within Virginia, without giving effect to the Virginia's conflicts of law statute. This Agreement and all documents referenced herein were drafted in the English language and any translations thereof shall not be binding on either party to the extent they conflict with the English versions. To the extent allowed under this Agreement, the exclusive venue for any legal matters arising out of this Agreement shall be the state courts of Fairfax County, Virginia or the Alexandria Courthouse of the Eastern District of Virginia, and all applicable appellate courts.

This Agreement and any supplemental terms, policies, rules, and guidelines, each of which are incorporated herein, constitute the entire agreement between Customer and Company and supersede all previous written or oral agreements. The failure of either party to exercise in any respect any right provided for herein shall not be deemed a waiver of any further rights hereunder.
Customer may not assign, transfer, or sublicense this Agreement to anyone else and any attempt to do so in violation of this section shall be null and void. In witness thereof, Customer and Company have executed this Agreement as of the Effective Date.

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IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date.

iFieldSmart Technology, LLC                    [CUSTOMER]

Name:                                          Name:

Signature:                                     Signature:

Date:                                          Date: