



Master Services Agreement

This Master Services Agreement between Accuware, Inc. ("**Accuware**") and the customer identified on the applicable Order Form ("**Customer**") governs Customer's access to, use of and receipt of the Services. By executing an Order Form that references this Agreement, or indicating acceptance of this Agreement via click through, electronic signature or other electronic means offered by Accuware, Customer agrees to be bound by the terms and conditions of this Agreement. This Agreement is effective as of the date indicated on the applicable Order Form (the "**Effective Date**"). Capitalized terms not otherwise defined in this Agreement are defined in Section 12. Any individual accepting this Agreement on behalf of a Customer which is an organization or other entity represents and warrants that he or she has the authority to bind Customer to this Agreement. Customer may use the Services only in compliance with this Agreement and only if Customer has the power to form a contract with Accuware. IF CUSTOMER DOES NOT AGREE WITH ALL OF THE TERMS AND CONDITIONS SET FORTH IN THIS MASTER SERVICES AGREEMENT, CUSTOMER IS NOT PERMITTED TO USE THE SERVICES.

1. ACCUWARE RESPONSIBILITIES

1.1. Services. Subject to the terms and conditions of this Agreement, Accuware will provide Customer with access to and use of the Accuware Platform. During the Term, Accuware grants to Customer a limited, nonexclusive, revocable right to permit and enable Customer (including Users) to access and use the Accuware Platform solely in accordance with the terms and conditions of this Agreement and to use the Documentation in connection with Customer's exercise of such right. Accuware will use commercially reasonable efforts provide the Accuware Platform in material conformance with the terms and conditions of this Agreement and provide Support Services for the Accuware Platform as set forth in Section 1.3.

1.2. Updates. Accuware will provide Customer, at no additional charge, with all updates or modifications to the Accuware Platform that Accuware typically provides its other customers free of charge or that are otherwise required to maintain the material functionality of the Accuware Platform as provided to Customer on the Effective Date. Such updates or modifications typically will not include (a) significant improvements or enhancements to the Accuware Platform, (b) new versions of the Accuware Platform, or (c) any new releases of Accuware products or services.

1.3. Support Services. Accuware will provide reasonable e-mail and online Support Services to Customer to address questions with respect to the Accuware Platform and other customary technical support issues.

1.4. Additional Services. For additional fees and subject to the availability of Accuware resources, Customer may request additional services for matters not covered in this Section 1. Any such additional services will be described in a Statement of Work governed by the terms of this Agreement and charged to Customer at Accuware's then-current standard rates. Further, in the event that Customer's usage of the Support Services set forth in Section 1.3 materially exceeds the average volumes utilized by Accuware's other customers in any given calendar month, Accuware reserves the right to charge Customer for such additional Support Services at Accuware's then-current standard rates.

1.5. Security. Accuware has established, and will maintain during the Term, commercially reasonable administrative, physical and technical safeguards for the protection of the Customer Materials commensurate with industry standards for the respective Services provided hereunder. Those safeguards will include measures for preventing access to or use, modification or disclosure of the Customer Materials and except (a) by Accuware personnel to provide the Services, (b) as compelled by law in accordance with Section 8.4 below, or (c) as expressly agreed to in this Agreement or otherwise permitted by Customer in writing.

1.6. Accuware Personnel. Accuware is responsible for the performance of its employees and contractors and their compliance with Accuware's obligations under this Agreement. Accuware may use non-employee contractors or agents for the purpose of providing Services hereunder. Customer acknowledges that the Accuware Platform (including the Customer Materials) is hosted and processed on a network owned and maintained by a third party services provider.

2. CUSTOMER RESPONSIBILITIES

2.1. Cooperation. Customer's cooperation is required in order for Accuware to efficiently and effectively perform the Services. Customer agrees to comply with all of Accuware's reasonable requests made in connection with the provision of Services to Customer. Accuware will have no liability for any delays, deficiencies or failures that occur in the performance of Services as a result of (a) delays due to unanticipated Customer requests, complications with Customer's systems and equipment (including any issues with the operation of the Nodes not directly caused by Accuware), (b) Customer's failure to cooperate (including the cooperation of third parties under Customer's control), or (c) Customer's breach of this Agreement.

2.2. Compliance with Law. Customer will be solely responsible for complying with all applicable laws, rules and regulations ("**Applicable Laws**") relating to its use of the Accuware Platform, including, without limitation, any Applicable Laws

relating to the collection, use and sharing of the Customer Materials by Customer, any Customer Party, or by Accuware on behalf of Customer, via the Accuware Platform. Without limiting the generality of the foregoing, Customer will be solely responsible for: (a) ensuring that Customer, any Customer Party, and Accuware acting on behalf of Customer, have the right to collect, use and share the Customer Materials via the Accuware Platform; and (b) providing adequate notice to, and obtaining any necessary consents from, any individuals or consumers, as required under Applicable Laws, with respect to the Customer Materials collected, used and shared by Customer, any Customer Party, or by Accuware on behalf of Customer, via the Accuware Platform.

2.3. Third Party Products and Services. Customer is responsible for obtaining and maintaining, at its sole cost and expense, any Nodes, hardware, equipment, third party software, and all Internet browsers and connections required to access or use the Accuware Platform. Any such Nodes, hardware, equipment, or other third party products and services required to operate and support the Accuware Platform will be specified in the Documentation.

2.4. Responsibility for Other Parties. Customer will be liable for any action that it permits, assists or facilitates any of its affiliates, officers, directors, employees, contractors, representatives, agents, Users, or other entity or organization (each, a "**Customer Party**") to take related to this Agreement, the Location Information, or the use of the Accuware Platform. Customer will ensure that all Customer Parties comply with Customer's obligations under this Agreement and that the Customer Parties only use the Accuware Platform (including all Location Information) in compliance with Applicable Law.

2.5. Passwords. Customer is responsible for protecting and safeguarding any passwords, user IDs or other credentials and login information (collectively, "**Passwords**") that have been provided to Customer or that are generated in connection with Customer's use of the Accuware Platform. Customer will not disclose or make available Passwords other than to Users and will use best efforts to prevent unauthorized access to, or use of, the Passwords or the Accuware Platform. Customer is fully responsible for all activities that occur in connection with the Passwords. Customer will immediately notify Accuware in writing of any unauthorized use of the Accuware Platform that comes to Customer's attention.

3. OWNERSHIP RIGHTS

3.1. Ownership by Accuware. Accuware owns and retains all right, title, and interest in and to the Accuware Platform, the Documentation, any Accuware software, firmware or other technology utilized, created or reduced to practice in the provision of the Services, and all related Intellectual Property Rights (the "**Accuware Materials**"). Customer acknowledges that (a) no right or interest in the Accuware Materials is conveyed other than the limited licenses granted herein, (b) the Accuware Materials are protected by copyright and other intellectual property laws, and (c) the Accuware Materials embody valuable confidential and secret information of Accuware or its licensors, the development of which required the expenditure of considerable time and money. Customer will not take or encourage any action during or after the Term that will in any way impair the rights of Accuware in and to the Accuware Materials, any proprietary software or technology of Accuware, or any Intellectual Property Rights in and to any of the foregoing.

3.2. Ownership by Customer. Customer owns and retains all right, title and interest in and to the Customer Materials and all Intellectual Property Rights therein.

3.3. Restrictions. Customer will not: (a) alter, or permit the alteration of, the Accuware Materials or any component thereof, (b) copy, or permit the copying of, the Accuware Materials or any component thereof, (c) take any action that would foreseeably jeopardize Accuware's or its licensors' proprietary rights in the Accuware Materials, (d) seek to acquire any ownership interest in or to the Accuware Materials or any component thereof, (e) attempt to derive source or object code from the Accuware Materials or any component thereof, including by reverse engineering, decompiling or similar means, or (f) license, sell, transfer, lease, or disclose the Accuware Materials.

3.4. Acceptable Use. Customer may not use Accuware Platform, and will ensure that the Users do not use the Accuware Platform (and any Location Data provided to Customer through use of the Accuware Platform) to: (a) to infringe on, violate, dilute or misappropriate the Intellectual Property Rights of any third party or any rights of publicity or privacy; (b) to store or post defamatory, inflammatory, trade libelous, threatening, or harassing data; (c) to store or post obscene, pornographic or indecent content or data; (d) to introduce or propagate any unauthorized data, malware, viruses, worms, Trojan horses, spyware, worms, other malicious or harmful code; (e) interfere with or attempt to interfere with or disrupt the integrity, security, functionality or proper working of the Accuware Platform; or (f) attempt to discover, access, read, alter, destroy, or damage any programs, data or other information stored on or in connection with the Accuware Platform by any other party. Customer may access the Accuware Platform only through interfaces and protocols provided or authorized by Accuware.

3.5. Restrictions on Certain Types of Customer Data. Unless Customer receives prior express written authorization from Accuware, Customer shall not process via, or submit to, the Accuware Platform any Customer Data that includes any: (a) "personal health information," as defined under the Health Insurance Portability and Accountability Act ("**HIPPA**"); (b) government issued

identification numbers, including Social Security numbers, driver's license numbers and other state or national issued identification numbers; (c) financial account information, including bank account numbers; (d) payment card data, including credit card or debit card numbers; (e) biometric information, such as fingerprints or voiceprints; or (f) "sensitive" personal data, as defined under Directive 95/46/EC of the European Parliament ("**EU Directive**") and any national laws adopted pursuant to the EU Directive, about residents of Switzerland and any member country of the European Union, including racial or ethnic origin, political opinions, religious beliefs, trade union membership, physical or mental health or condition, sexual life, or the commission or alleged commission any crime or offense.

4. PAYMENT TERMS

4.1. General. Customer will pay Accuware the Subscription Fees as set forth in the applicable Order Form. Unless otherwise specified in an Order Form or Statement of Work, all other fees due to Accuware will be due and payable net 30 days after the date of Accuware's invoice. Customer will also pay all reasonable travel expenses incurred by Accuware in the performance of Services. All payments pursuant to this Agreement (a) are nonrefundable unless otherwise expressly stated in this Agreement, (b) will be made in U.S. Dollars, and (c) are exclusive of shipping, taxes, and duties, which will be paid solely by Customer (other than taxes based on Accuware's net income). All late payments will be assessed a service charge of 1.5% per month to the extent allowed by Applicable Law.

4.2. Payment Card Terms. Customer may pay Accuware the Subscription Fees via Payment Card as set forth on the applicable Order Form. By providing Accuware with Payment Card information (including account number, expiration date, card verification code, and billing address), Customer authorizes Accuware to charge such Payment Card for all Subscription Fees that are due and payable hereunder. Accuware will initiate periodic charges to Payment Card for all Subscription Fees incurred during the Term. Customer's authorization of such recurring charges will remain effective for the duration of the Term, unless Customer notifies Accuware in writing that Customer revokes such consent. Customer further authorizes Accuware to receive updated Payment Card account information from the issuer of the Payment Card.

4.3. Pricing models. Accuware products and technologies are available as SaaS, running on our Amazon cloud servers, or as a Standalone Enterprise Installation, running on a local server or a private cloud server. The pricing for the cloud based, SaaS version, is based on a one-time payment, upfront, and on an annual fee, from the second year, for maintenance.

4.4. Services included. The fees include access to Accuware services and technologies, through the Accuware Dashboard, RESTful API, SDK for Android and iOS (applicable only to some products), and technical documentation. Email technical support is included for the SaaS cloud based version.

4.5. Accuware WiFi Location Monitor, Accuware Bluetooth Beacon Tracker. The price is based on the number of nodes installed. This number is usually a function of the dimension of the area and of the accuracy required.

4.5.1. Cloud installation, SaaS, monthly plan. An automatic server-side script calculates the number of active nodes. Fees are not pro-rated: since the pricing is based on an annual fee, we consider one year of usage from the day of the account activation. If the number of nodes goes over the maximum allowed, an invoice is issued for the difference. This amount is calculated taking the "annual fee per node" price from the current price list.

4.6. Accuware Indoor Navigation. The pricing is based on the dimension of the venue. The pricing is per-venue, therefore each venue is considered as a separated installation, with its own fees.

4.6.1. Cloud installation, SaaS, monthly plan. Accuware's automatic server-side script calculates the dimension of the area covered with the technology. The dimension of the area is determined by considering the area of the venue to cover, summing all the floors and building involved, as long as they are part of the same venue. Accuware accounting department issues the invoice at the beginning of the commercial account. Fees are not pro-rated: since the pricing is based on an annual fee, we consider one year of usage from the day of the account activation. If the dimension goes over the maximum allowed area, an invoice is issued for the difference. This amount is calculated taking the "annual fee per venue" price from the current price list.

4.7. Accuware Wearabouts. The pricing is based on the number of active devices being tracked. An active device is each different device (Smart/Combo Tag, smartphone, Smart Watch, custom device) that connects to our servers at least once during the billing period (one year).

4.7.1. Cloud installation, SaaS, monthly plan. An automatic server-side script calculates the number of active devices. Accuware accounting department issues the invoice at the beginning of the commercial account. Fees are not pro-rated: since the pricing is based on an annual fee, we consider one year of usage from the day of the account activation. If the number of devices

being tracked goes over the maximum allowed number, an invoice is issued for the difference. This amount is calculated taking the "annual fee per device" price from the current price list.

5. WARRANTIES & REMEDIES

5.1. Representations. Each party represents and warrants that it has validly entered into this Agreement and has the legal power to do so.

5.2. Limited Accuware Warranty. Accuware represents and warrants that it will perform the Services in a professional and workmanlike manner.

5.3. Disclaimer of Warranty. EXCEPT AS SET FORTH IN THIS SECTION 5, THE SERVICES (INCLUDING THE LOCATION INFORMATION) ARE PROVIDED ON AN "AS IS" BASIS AND ALL WARRANTIES, CONDITIONS, REPRESENTATIONS, INDEMNITIES AND GUARANTEES WITH RESPECT TO THE SERVICES, AND ALL COMPONENTS THEREOF, WHETHER EXPRESS OR IMPLIED, ARISING BY LAW, CUSTOM, OR PRIOR ORAL OR WRITTEN STATEMENTS MADE BY ACCUWARE, ITS REPRESENTATIVES, THIRD PARTIES, OR OTHERWISE, INCLUDING BUT NOT LIMITED TO THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT AND LOSS OF DATA ARE HEREBY EXCLUDED AND DISCLAIMED TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW. THE ACCUWARE PLATFORM AND ALL LOCATION INFORMATION MADE AVAILABLE THEREIN ARE FOR CUSTOMER'S INFORMATIONAL PURPOSES ONLY. CUSTOMER'S USE OF ANY LOCATION INFORMATION IS SOLELY AT CUSTOMER'S OWN RISK. ACCUWARE DOES NOT WARRANT THAT THE SERVICES RECEIVED VIA THE ACCUWARE PLATFORM WILL OPERATE UNINTERRUPTED OR BE ERROR-FREE, OR THAT ALL DEFECTS WILL BE CORRECTED. ACCUWARE MAKES NO WARRANTY CONCERNING TIMELINESS, ACCURACY, PERFORMANCE, QUALITY, RELIABILITY OR COMPLETENESS OF ANY LOCATION INFORMATION OBTAINED OR DERIVED THROUGH THE USE OF THE ACCUWARE PLATFORM.

5.4. Exclusive Remedy. If Accuware breaches any warranty provided in Section 5.2, as Accuware's sole liability and Customer's exclusive remedy, Accuware will correct or re-perform any defective Service or, if not practicable, Accuware will terminate the affected Services and provide Customer with, respectively, a pro rata refund of any prepaid, but unused fees, paid by Accuware for such Services.

6. LIMITATION OF LIABILITY

6.1. Consequential Damages; Liability Limits. UNDER NO CIRCUMSTANCES WILL (A) ACCUWARE BE LIABLE FOR ANY CONSEQUENTIAL, INDIRECT, SPECIAL, EXEMPLARY, PUNITIVE, OR INCIDENTAL DAMAGES, WHETHER FORESEEABLE OR UNFORESEEABLE, BASED ON OR ARISING UNDER THIS AGREEMENT (INCLUDING, BUT NOT LIMITED TO, CLAIMS FOR LOST PROFITS, LOSS OF DATA, OR LOSS OF GOODWILL), REGARDLESS OF THE FORM IN WHICH THE ACTION IS BROUGHT, AND (B) THE AGGREGATE LIABILITY THAT ACCUWARE MAY INCUR FOR ALL CLAIMS ARISING UNDER THIS AGREEMENT EXCEED THE TOTAL AMOUNT OF FEES PAID BY CUSTOMER TO ACCUWARE DURING THE 12 MONTHS PRIOR TO SUCH CLAIM. THIS SECTION WILL BE GIVEN FULL EFFECT EVEN IF ANY REMEDY SPECIFIED IN THIS AGREEMENT IS DEEMED TO HAVE FAILED OF ITS ESSENTIAL PURPOSE.

6.2. Location Information. CUSTOMER ACKNOWLEDGES AND AGREES THAT CUSTOMER IS SOLELY RESPONSIBLE FOR ANY COLLECTION, USE OR SHARING OF LOCATION INFORMATION BY CUSTOMER, ANY CUSTOMER PARTY, OR ACCUWARE ON BEHALF OF CUSTOMER, VIA THE ACCUWARE PLATFORM. THEREFORE, WITHOUT LIMITING ANY OTHER PROVISION OF THIS AGREEMENT, ACCUWARE WILL HAVE NO LIABILITY FOR AND CUSTOMER WILL EXPRESSLY HOLD ACCUWARE HARMLESS FROM AND AGAINST ANY AUTHORIZED OR UNAUTHORIZED COLLECTION, USE OR SHARING OF LOCATION INFORMATION BY CUSTOMER, ANY CUSTOMER PARTY, OR ACCUWARE ON BEHALF OF CUSTOMER, VIA THE ACCUWARE PLATFORM, INCLUDING, WITHOUT LIMITATION, COLLECTION, USE OR SHARING OF LOCATION INFORMATION IN VIOLATION OF APPLICABLE LAW.

7. INDEMNITY

7.1. Mutual Indemnity. Each party will indemnify, defend and hold the other party and its officers, employees, agents and licensors harmless against any losses, liabilities, costs and expenses (including but not limited to reasonable attorneys' fees and court costs) ("**Losses**") incurred by the other party resulting from all third-party claims, actions or proceedings arising out of, based on or related to the indemnifying party's violation of Applicable Law or gross negligence or willful misconduct in connection with the indemnifying party's performance of its obligations under this Agreement.

7.2. Accuware Indemnity. Accuware will indemnify, defend and hold Customer harmless against any Losses incurred by Customer resulting from any third-party claim alleging that the Accuware Platform or any component thereof infringes a U.S. patent, copyright, trademark or trade secret ("**Infringement Claim**"). If an Infringement Claim occurs, Accuware will, at its sole option and expense, either (a) procure for Customer the right to continue using the allegedly infringing component of the Accuware Platform, or (b) replace or modify such allegedly infringing component so that it becomes non-infringing, so long as functionality of the Accuware Platform will not be materially adversely affected. If neither alternative is reasonably available, Customer may terminate the Agreement and Accuware will provide Customer with a pro rata refund based upon the unused portion of any prepaid Subscription Fees for such allegedly infringing component on an equitable basis. Accuware will not indemnify Customer or be liable for any Infringement Claim based on: (i) Customer's failure to use any updates, modifications, corrections or enhancements to the Accuware Platform made available by Accuware, (ii) Customer's breach of this Agreement, (iii) Customer's use of the Accuware Platform in combination with any software not owned, supported, developed, or approved by Accuware, (iv) any direction, specification, information, or material provided by Customer or a Customer Party, including but not limited to the Customer Data, or (v) Customer's settlement of an Infringement Claim without the prior written consent of Accuware. The indemnity provided in this Section 7.2 and the foregoing remedies constitute Accuware's sole liability and Customer's exclusive remedy if of an Infringement Claim.

7.3. Customer Indemnity. Customer will indemnify, defend and hold Accuware and its officers, employees, agents and licensors harmless against any Losses incurred by Accuware resulting from all third-party claims, actions or proceedings arising out of, based on or related to the Customer Materials and any collection, use or sharing of Customer Materials by Customer, any Customer Party, or Accuware on behalf of Customer, via the Accuware Platform, including, without limitation, any claim that any Customer Materials infringe, misappropriate or otherwise violate the rights of any third party.

7.4. Procedures. The indemnification obligations in this Section 7 are contingent on the party seeking indemnification: (a) giving the indemnifying party prompt written notice of any such claim (provided that the failure of an indemnified party to provide prompt notice will only relieve the indemnifying party of its indemnity obligations under this Section 7 to the extent the indemnifying party is materially prejudiced by such delay), and (b) providing, at the indemnifying party's expense, reasonable cooperation in the defense of such claim and all related settlement negotiations. The indemnified party will have the right to participate in the defense and all related settlement negotiations with its own counsel, at its own expense. The indemnifying party will not, without the prior written consent of the indemnified party, agree to any settlement or acquiesce to any judgment that obligates the indemnified party to pay any amount subject to indemnification by the indemnifying party or causes the indemnified party to admit to any civil or criminal liability.

8. CONFIDENTIALITY

8.1. Definition. "**Confidential Information**" means any data, information or materials (whether in oral, written, electronic or any other form) of a party (the "**Disclosing Party**") which is provided to or learned by the other party (the "**Receiving Party**") in connection with this Agreement that is either (a) marked as "confidential" or "proprietary" or with a similar designation or (b) of a nature that a reasonable person would consider such information to be confidential given the circumstances of its disclosure. Confidential Information includes data, information and materials relating to a party's business, finances, products, services, customers, personnel, business processes, infrastructure, software and hardware, networks, systems, and any materials which the Disclosing Party obtained from a third party subject to an obligation of confidentiality.

8.2. Obligations of the Parties. The Receiving Party will at all times hold the Confidential Information of the Disclosing Party in strict confidence. Without limiting the generality of the foregoing, the Receiving Party will take reasonable measures, consistent with the measures it uses to maintain the confidentiality of its own information of similar importance (and in no event using less than a reasonable standard of care) to protect against unauthorized disclosure or use of the Confidential Information of the Disclosing Party. The Receiving Party will limit disclosure of Confidential Information of the Disclosing Party only to those of its personnel, agents and authorized representatives who (a) need to know such Confidential Information for the purpose of this Agreement, (b) have been advised of the Receiving Party's obligations under this Agreement, and (c) are under nondisclosure obligations at least as protective of the Confidential Information as those set forth herein. The Receiving Party will be responsible for any breach of this Agreement committed by its personnel, agents or authorized representatives as if such breach were committed by the Receiving Party. The Receiving Party will copy and use the Confidential Information of the Disclosing Party solely to the extent reasonably necessary to exercise its rights and/or fulfill its obligations under this Agreement. The Receiving Party will not remove, delete or obscure any legend, trademark, logo, notice of copyright or other proprietary notice found on the Confidential Information.

8.3. Exclusions. This Agreement imposes no obligation upon the Receiving Party with respect to Confidential Information of the Disclosing Party which (a) was in the Receiving Party's possession on a non-confidential basis before receipt from the Disclosing Party, provided that the source of such information was not known by the Receiving Party to be bound by any confidentiality obligation to the Disclosing Party with respect to such information; (b) is or becomes generally available to the public other than as a result of a violation of this Agreement by the Receiving Party or wrongdoing by a third party; (c) is subsequently received by the Receiving Party from a third party on a non-confidential basis, provided that such third party was not known by the Receiving Party to be bound by any

confidentiality obligation to the Disclosing Party with respect to such information; or (d) is independently developed by the Receiving Party without the use of or reliance upon the Confidential Information of the Disclosing Party.

8.4. Compelled Disclosure. Notwithstanding anything in this Agreement to the contrary, the Receiving Party may disclose Confidential Information of the Disclosing Party pursuant to Applicable Law, regulation, subpoena or order of a court or administrative or regulatory entity, provided, however, that, if legally permitted, the Receiving Party will give notice of such compelled disclosure to the Disclosing Party to allow the Disclosing Party to make a reasonable effort to obtain a protective order or other confidential treatment of such Confidential Information.

8.5. Ownership of Confidential Information. The Receiving Party acknowledges that, as between the parties, all right, title and interest to all Confidential Information is and will remain at all times with the Disclosing Party, and the Receiving Party will not acquire any rights to the Confidential Information of the Disclosing Party other than those expressly granted in this Agreement. For the avoidance of doubt, the Accuware Materials are the Confidential Information of Accuware. Notwithstanding any terms to the contrary in this Agreement, any suggestions, comments or other feedback provided by Customer to Accuware with respect to the Services (collectively, "**Feedback**") will constitute Confidential Information of Accuware. Accuware will be free to use, disclose, reproduce, license and otherwise distribute and exploit the Feedback provided to it as it sees fit, entirely without obligation or restriction of any kind on account of Intellectual Property Rights or otherwise.

8.6. Equitable Relief. If there is a breach or threatened breach of this Agreement by the Receiving Party, the Disclosing Party may suffer irreparable harm and have no adequate remedy at law, and accordingly the Disclosing Party will be entitled to seek injunctive and other equitable remedies against such breach in addition to all other remedies the Disclosing Party may have at law or in equity.

8.7. Use of Customer Materials. Customer consents to Accuware's use of and access to the Customer Materials to provide the Services to Customer in accordance with the terms and conditions of this Agreement. Notwithstanding anything in this Agreement to the contrary, Accuware may use and disclose (to third parties) Customer Materials on an aggregated, anonymized basis and in a manner that does not identify the Customer to perform analytic sampling, improve Accuware's provision of the Services, or for any other reasonable purpose (including commercial purposes) determined by Accuware in its discretion.

9. TERMINATION

9.1. Term. The term of this Agreement will commence on the Effective Date and continue in effect as set forth on the Order Form (the "**Initial Term**"). Except as otherwise specified in the Order Form, the Agreement will automatically renew for additional periods equal to the expiring Initial Term or one year (whichever is shorter) (each a "**Renewal Term**," and collectively with the Initial Term, the "**Term**"), unless either party gives the other notice of non-renewal at least 15 days before the end of the relevant Initial Term or Renewal Term. The Subscription Fees for any automatic Renewal Term will be the same as that during the immediately prior Initial Term or Renewal Term, unless otherwise agreed to in writing by the parties.

9.2. Termination. Either party may terminate this Agreement, in whole or in part, effective upon 30 days' written notice to the other party, if the other party commits a material breach of this Agreement, which breach is not cured within such 30 day period. Either party may terminate this Agreement effective immediately upon written notice to the other party if such party suffers a bankruptcy, insolvency, or similar event.

9.3. Suspension, Limitation or Termination. Accuware may suspend, terminate or limit access to the Accuware Platform at any time if (a) Accuware determines that the Accuware Platform (including any Location Information contained therein) is being used by Customer in violation of Applicable Law, (b) Accuware determines that the Accuware Platform is being used by Customer in an unauthorized or fraudulent manner (including any violation of Section 2 of this Agreement) or that Customer has submitted fraudulent or inaccurate information to Accuware, (c) Accuware determines that Customer's use of the Accuware Platform adversely affects Accuware's equipment or service to others, (d) Accuware is prohibited by an order of a court or other governmental agency from providing the Services, (e) if of Customer's non-payment of any Subscription Fees owed to Accuware hereunder within 10 days of the date on which payment is due under Section 4; or (f) a security incident or other disaster that impacts the Services or the security of the Customer Materials. Accuware will have no liability for any damages, liabilities or losses as a result of any suspension, limitation or termination of Customer's use of the Services in accordance with this Section 9.3.

9.4. Effect of Termination. Upon termination or expiration of this Agreement, all licenses and other rights of use granted to Customer under this Agreement will immediately cease. All provisions of this Agreement which by their nature are intended to survive termination will so survive.

10. GOVERNING LAW; ARBITRATION.

The parties agree to this Section 10 as the exclusive manner and means for resolving all disputes related to this Agreement. Any dispute will be settled by final and binding arbitration by one arbitrator, mutually selected by the parties, sitting in Miami-Dade County, Florida, in accordance with the rules of the American Arbitration Association (the "AAA"). This Agreement will be governed by and construed in accordance with the laws of the State of Florida without regard to its conflicts of law provisions. If the parties cannot mutually agree on one arbitrator, the arbitrator will be selected in accordance with the rules of the AAA. The language to be used in the arbitral proceedings will be English and all documents not in English will be accompanied by a translation into English. The parties will equally bear the fees and out-of-pocket expenses of the arbitration, and the prevailing party will be entitled to its reasonable attorneys' fees and expenses and will be reimbursed for the fees and expenses of the arbitration. Any decision of the arbitrator will be (a) a final and non-appealable determination of the matter, (b) binding upon each of the parties, and (c) enforceable by any court of competent jurisdiction. Notwithstanding anything to the contrary in this Section 10, each party will have recourse to a court located in Miami-Dade County, Florida for the sole purpose of seeking conservatory or interim measures (including temporary restraining orders or preliminary injunctions) or their equivalent, or for the purpose of such party's enforcement of its Intellectual Property Rights. Each party hereby irrevocably consents to the exclusive jurisdiction and venue of the federal and state courts located in the State of Florida, U.S.A., in connection with any action seeking such conservatory or interim measures.

11. MISCELLANEOUS

Neither party may assign or transfer this Agreement or any of its rights or obligations hereunder without the other party's prior written consent, provided that Accuware may assign this Agreement without Customer's consent in connection with the sale of all or substantially all of its assets or business related to this Agreement, or a sale or other transfer of a controlling interest of Accuware or to any affiliate of Accuware, in each case whether by merger, change of control, operation of law, reorganization, consolidation, sale of securities, or other legal means. This Agreement is binding upon and inures to the benefit of the parties and their respective successors and permitted assigns. In any action to enforce any term or provision of this Agreement, the prevailing party will be entitled to costs and reasonable attorneys' fees. Any notice, report, approval or consent required or permitted pursuant to this Agreement must be in writing and will be deemed to have been effectively received: (a) immediately upon delivery or successful facsimile transmission to the parties to be notified; (b) one day after deposit with a commercial overnight courier with tracking capabilities; or (c) five days after deposit with the United States Postal Service, by registered or certified mail, postage prepaid to the respective addresses of the parties set forth on the Order Form. The waiver by either party of a breach of this Agreement or any right pursuant to this Agreement will not constitute a waiver of any subsequent breach of this Agreement, nor will any failure or delay by either party to exercise any right under this Agreement operate as a waiver of any such right, unless such waiver is in writing and signed by the party granting such waiver. If any provision of this Agreement is adjudged by any court of competent jurisdiction to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect and enforceable. Section headings are for reference purposes only. Any modifications of this Agreement must be in writing signed by both Accuware and Customer. If Customer provides Accuware with any pre-printed terms and conditions that appear on any purchase order or other form document, such terms will be of no force or effect unless Accuware expressly agrees in writing to modify this Agreement. This Agreement constitutes the entire agreement between Accuware and Customer with regard to the subject matter contained in this Agreement, and this Agreement supercedes any and all previously written or oral agreements between the parties regarding the same.

12. DEFINITIONS

"**Agreement**" means, collectively, the Master Services Agreement, the Order Form, and any Statement of Work.

"**Customer Data**" means any text, multimedia, graphics, audio, video, data, and other information provided by Customer to Accuware for use with and display through the Accuware Platform.

"**Customer Materials**" means the Customer Data and the Location Information.

"**Customer Premises**" means any Customer premises where one or more Nodes are installed and configured pursuant to the Agreement and in accordance with the Documentation.

"**Documentation**" means any user manuals and any other instructional, technical or training materials that Accuware provides to Customer in printed form or via a Accuware website in connection with the Accuware Platform, as may be updated by Accuware from time to time.

"**Intellectual Property Rights**" means all patents, copyrights, moral rights, trademarks, trade names, service marks, trade dress, trade secrets and any other form of intellectual property rights now or hereafter recognized in any jurisdiction, including applications and registrations for any of the foregoing.

"Location Information" means data regarding the location and activities of individuals located at or near Customer Premises as made available to Customer via the Accuware Platform (excluding any Accuware Materials).

"Accuware Platform" means Accuware's proprietary, web-based software solution and related software components as identified in an Order Form which collect Location Information through the use of WiFi triangulation software and technology as further described in the Documentation.

"Node" means a commercial off-the-shelf routing device for use in connection with the Accuware Platform as further described in the Documentation.

"Order Form" means an order form referencing the Agreement that describes the scope of the Services to be provided to Customer.

"Payment Card" means Customer's credit or debit card branded by Visa, MasterCard, American Express, or Discover.

"Services" means, collectively, (a) Customer's access to and use of the Accuware Platform; and (b) Accuware's provision of all related Support Services.

"Statement of Work" means any written statement of work executed by the parties specifying any Support Services to be performed by Accuware outside the scope of this Agreement as mutually agreed to by the parties.

"Subscription Fees" means the fees payable for Customer's access to and use of the Accuware Platform as set forth on an Order Form.

"Support Services" means implementation, support, maintenance, and training services for the Accuware Platform provided by Accuware to Customer in accordance with the terms of this Agreement.

"User" means an individual authorized by Customer with log-in rights to access and use the Accuware Platform in accordance with the terms of this Agreement.