

Carahsoft Rider to Manufacturer Commercial Supplier Agreements
(for U.S. Government End Users)
Revised 20160504

- 1. Scope.** This Carahsoft Rider and the Manufacturer's Commercial Supplier Agreement (CSA) establish the terms and conditions enabling Carahsoft to provide Software and Services to U.S. Government agencies (the "Client" or "Licensee").

- 2. Applicability.** The terms and conditions in the attached Manufacturer's CSA are hereby incorporated by reference to the extent that they are consistent with Federal Law (e.g., the Anti-Deficiency Act (31 U.S.C. § 1341(a)(1)(B)), the Contracts Disputes Act of 1978 (41 U.S.C. § 601-613), the Prompt Payment Act, the Anti-Assignment statutes (31 U.S.C. § 3727 and 41 U.S.C. 15), 28 U.S.C. § 516 (Conduct of Litigation Reserved to Department of Justice (DOJ), and 28 U.S.C. § 1498 (Patent and copyright cases)). To the extent the terms and conditions in the Manufacturer's CSA is inconsistent with the Federal Law (*See* FAR 12.212(a)), they shall be deemed deleted and unenforceable under any resultant orders under Carahsoft's Multiple Award Schedule Contract, GS-35F-0119Y, including, but not limited to the following:
 - (a) Contracting Parties.** The Government customer (Licensee) is the "Ordering Activity", defined as an entity authorized to order under Government contracts as set forth in Government Order 4800.2H ADM, as may be revised from time to time. The Licensee cannot be an individual because any implication of individual licensing triggers the requirements for legal review by Federal Employee unions. Conversely, because of competition rules, the contractor must be defined as a single entity even if the contractor is part of a corporate group. The Government cannot contract with the group, or in the alternative with a set of contracting parties.

 - (b) Changes to Work and Delays.** Subject to General Services Administration Acquisition Regulation (GSAR) 552.238-81 Modifications (Federal Supply Schedule) (APR 2014) (Alternate I – APR 2014) and GSAR 552.212 -4 (f) Contract Terms and Conditions – Commercial Items, Excusable Delays (MAY 2015) (Alternate II – JUL 2009) (FAR Deviation – JUL 2015) (Tailored) regarding which of the GSAR and the FAR provisions shall take precedence.

 - (c) Contract Formation.** Subject to FAR Sections 1.601(a) and 43.102, the Government Order must be signed by a duly warranted contracting officer, in writing. The same requirement applies to contract modifications affecting the rights of the parties. All terms and conditions intended to bind the Government must be included within the contract signed by the Government.

- (d) Audit.** During the term of this CSA: (a) If Ordering Activity's security requirements included in the Order are met, Manufacturer or its designated agent may audit Ordering Activity's facilities and records to verify Ordering Activity's compliance with this CSA. Any such audit will take place only during Ordering Activity's normal business hours contingent upon prior written notice and adherence to any security measures the Ordering Activity deems appropriate, including any requirements for personnel to be cleared prior to accessing sensitive facilities. Carahsoft on behalf of the Manufacturer will give Ordering Activity written notice of any non-compliance, including the number of underreported Units of Software or Services ("Notice"); or (b) If Ordering Activity's security requirements are not met and upon Manufacturer's request, Ordering Activity will run a self-assessment with tools provided by and at the direction of Manufacturer ("Self-Assessment") to verify Ordering Activity's compliance with this CSA.
- (e) Termination.** Clauses in the Manufacturer's CSA referencing termination or cancellation of the Manufacturer's CSA are hereby deemed to be deleted. Termination shall be governed by the GSAR 552.212-4 and the Contract Disputes Act, 41 U.S.C. §§ 601-613, subject to the following exceptions:
- Carahsoft may request cancellation or termination of the CSA on behalf of the Manufacturer if such remedy is granted to it after conclusion of the Contracts Disputes Act dispute resolutions process referenced in Section (q) below or if such remedy is otherwise ordered by a United States Federal Court.
- (f) Consent to Government Law / Consent to Jurisdiction.** Subject to the Contracts Disputes Act of 1978 (41. U.S.C §§ 7101-7109) and Federal Tort Claims Act (28 U.S.C. §1346(b)). The validity, interpretation and enforcement of this Rider and the CSA will be governed by and construed in accordance with the laws of the United States. All clauses in the Manufacturer's CSA referencing equitable remedies are deemed not applicable to the Government order and are therefore deemed to be deleted.
- (g) Force Majeure.** Subject to GSAR 552.212 -4 (f) Contract Terms and Conditions – Commercial Items, Excusable Delays (MAY 2015) (Alternate II – JUL 2009) (FAR Deviation – JUL 2015) (Tailored). Unilateral Termination by the Contractor does not apply to a Government order and all clauses in the Manufacturer's CSA referencing unilateral termination rights of the Manufacturer's CSA are hereby deemed to be deleted.
- (h) Assignment.** All clauses regarding Assignment are subject to FAR Clause 52.232-23, Assignment of Claims (MAY 2014) and FAR 42.12 Novation and Change-of-Name Agreements, and all clauses governing Assignment in the Manufacturer's CSA are hereby deemed to be deleted.
- (i) Waiver of Jury Trial.** All clauses referencing waiver of Jury Trial are subject to FAR Clause 52.233-1, Disputes (MAY 2014), and all clauses governing waiver of jury trial in the Manufacturer's CSA are hereby deemed to be deleted.

- (j) Customer Indemnities.** All of the Manufacturer's CSA clauses referencing Customer Indemnities are hereby deemed to be deleted.
- (k) Contractor Indemnities.** All of the Manufacturer's CSA clauses that (1) violate DOJ's right (28 U.S.C. 516) to represent the Government in any case and/or (2) require that the Government give sole control over the litigation and/or settlement, are hereby deemed to be deleted.
- (l) Renewals.** All of the Manufacturer's CSA clauses that violate the Anti-Deficiency Act (31 U.S.C. 1341, 41 U.S.C. 11) ban on automatic renewal are hereby deemed to be deleted.
- (m) Future Fees or Penalties.** All of the Manufacturer's CSA clauses that violate the Anti-Deficiency Act (31 U.S.C. 1341, 41 U.S.C. 11), which prohibits the Government from paying any fees or penalties beyond the Contract amount, unless specifically authorized by existing statutes, such as the Prompt Payment Act, or Equal Access To Justice Act 31 U.S.C. 3901, 5 U.S.C. 504 are hereby deemed to be deleted.
- (n) Taxes.** Taxes are subject to GSAR 552.212-4(k) Contract Terms and Conditions – Commercial Items, Taxes (MAY 2015) (Alternate II – JUL 2009) (FAR Deviation – JUL 2015) (Tailored) and GSAR 552.212-4 (w)(1)(x) Contract Terms and Conditions – Commercial Items, Taxes (MAY 2015) (Alternate II – JUL 2009) (FAR Deviation – JUL 2015) (Tailored).
- (o) Third Party Terms.** Subject to the actual language agreed to in the Order by the Contracting Officer. Any third party manufacturer will be brought into the negotiation, or the components acquired separately under Federally-compatible agreements, if any. Contractor indemnities do not constitute effective migration.
- (p) Installation and Use of the Software.** Installation and use of the software shall be in accordance with the Rider and Manufacturer's CSA, unless an Ordering Activity determines that it requires different terms of use and Manufacturer agrees in writing to such terms in a valid task order placed pursuant to the Government contract.
- (q) Dispute Resolution and Venue.** Any disputes relating to the Manufacturer's CSA and to this Rider shall be resolved in accordance with the FAR, the GSAR and the Contract Disputes Act, 41 U.S.C. §§ 7101-7109. See GSAR 552.212-4 (w)(1)(iii) Contract Terms and Conditions – Commercial Items, Law and Disputes (MAY 2015) (Alternate II – JUL 2009) (FAR Deviation – JUL 2015) (Tailored). The Ordering Activity expressly acknowledges that Carahsoft, as the vendor selling the Manufacturer's licensed software, shall have standing under the Contract Disputes Act to bring such claims that arise out of licensing terms incorporated into Multiple Award Schedule Contract GS-35F-0119Y.

(r) Limitation of Liability: Subject to the following:

Carahsoft, Manufacturer and Ordering Activity shall not be liable for any indirect, incidental, special, or consequential damages, or any loss of profits, revenue, data, or data use. Further, Carahsoft, Manufacturer and Ordering Activity shall not be liable for punitive damages except to the extent this limitation is prohibited by applicable law. This clause shall not impair the U.S. Government's right to recover for fraud or crimes arising out of or related to this Government Contract under any federal fraud statute, including the False Claims Act, 31 U.S.C. §§ 3729-3733.

(s) Advertisements and Endorsements. Unless specifically authorized by an Ordering Activity in writing, such use of the name or logo of any U.S. Government entity is prohibited.

(t) Public Access to Information. Manufacturer agrees that the CSA and this Rider contain no confidential or proprietary information and acknowledges the CSA and this Rider will be available to the public.

(u) Confidentiality. Any provisions that require the Licensee to keep certain information confidential are subject to the Freedom of Information Act, 5 U.S.C. §552, and any order by a United States Federal Court. The Licensee may provide information to other components of the United States Government pursuant to proper requests for such information as permitted by law, regulation or policy (e.g., disclosures to Congress, auditors, Inspectors General, etc.).

GEOFEEDIA SERVICE AGREEMENT

This Geofeedia Service Agreement (this “Agreement”), dated as of the date of last signature below (the “Effective Date”), is made and entered into by and between Geofeedia, Inc., a Delaware corporation “us,” “we” and “our,” as the context requires) and the customer identified on the signature line below (“you” and “your,” as the context requires). This Agreement consists of the Order Form(s), GSA Multiple Award Schedule (MAS) 70 Contract GS-35F-0119Y, and the terms and conditions herein. This Agreement is not effective unless and until signed by both parties.

1. Definitions.

1.1 “Authorized User(s)” means those users identified by name and type of user access on the Order Form who have received a User ID in order to access the SAAS Service online.

1.2 “Authorized Purpose(s)” means use of the SAAS Service, as permissible under the terms of this Agreement, to search for, organize, review and use the Social Media Content for your benefit, and for any other purposes expressly identified on the Order Form.

1.3 “Customer Data” means all information, records, files, and data entered into, received, processed, or stored by or for you and your Authorized Users using the SAAS Service, including, without limitation, Registration Information (as defined below).

1.4 “Order Form” means an order form we issued that is executed by the parties and that sets forth the specific information relating to the products and services you have the right to receive, the fees payable to us and the initial term, and which may include, without limitation, (i) identification of any Services other than the SAAS Service, (ii) any additional Authorized Purposes for which you may access the Services, (iii) any terms on which User IDs may be shared, and (iv) any provisions applicable to renewal terms.

1.5 “Public Safety Purposes” means use of the SAAS Service by law enforcement to detect potential violent threats against the public if (i) acting at the behest of the event organizer to provide security; or (ii) during large public events if (a) the event has broad public access and impact (e.g. large sporting events, city marathons, concerts, academic or corporate conferences) and (b) the event is not political in nature (e.g. a protest, rally, community organizing meeting).

1.6 “SAAS Service” means access and use of our Geofeedia software platform via the Internet, including but not limited to services capable of searching, retrieving, and storing Social Media Content by Authorized Users.

1.7 “Services” means the SAAS Service, Support Services, training and associated services we provide to you under this Agreement. For the avoidance of doubt, the SAAS Service does not include the Social Media Content.

1.8 “Social Media Content” means information obtained from the Internet by the SAAS Service based on or related to searches, including but not limited to links, posts and excerpts, and data derived thereof, such as reports, summaries, graphs and charts.

1.9 “Support Services” has the meaning set forth in Section 4.

1.10 “Update” means any improvement, enhancement, modification and/or changes to the SAAS Service we offer or provide.

1.11 “User ID” means a unique user identification assigned to an Authorized User; provided however that if your Order Form provides express conditions upon which User IDs may be shared, User IDs may be shared subject to those conditions.

2. SAAS Service

2.1 Access. We grant your Authorized Users a nonexclusive, personal and nontransferable right to access the SAAS Service during the term of this Agreement solely for the Authorized Purposes. Your use of the SAAS Service is limited to the terms of this Agreement and the parameters defined in the Order Form, including its limits regarding the number of Authorized Users. As a condition to access, you and your Authorized Users agree to comply with (i) the terms and conditions set forth in this Agreement; (ii) applicable laws and regulations; and (iii) the terms of service of the platforms from which the Social Media Content originates.

2.2 Restrictions. You will not, in whole or in part, (a) copy the SAAS Service or distribute copies of the SAAS Service to any third party; (b) modify, adapt, translate, reverse engineer, make alterations, decompile, disassemble or make derivative works based on the SAAS Service except as otherwise permitted by law; (c) rent, loan, sub-license, lease, distribute or attempt to grant any rights to the SAAS Service to third parties; or (d) use the SAAS Service to act as an application service provider or reseller of the SAAS Service to third parties, or to permit access to the SAAS Service by any kind to any third party. Use of the SAAS Service is also subject to our privacy policy, available through our website, <https://geofeedia.com/privacy-policy>.

2.3 Right to Suspend or Terminate the SAAS Services; No Content License. In general, the SAAS Service is designed to store links to locations where Social Media Content is hosted on third-party websites that we do not own or control. We do not guarantee that any specific Social Media Content will remain available or accessible. We reserve the right to immediately suspend or terminate the affected SAAS Service and/or to remove the Social Media Content from the SAAS Service, if required by the third-party platform from which the Social Media Content was received or if we reasonably believe that the SAAS Service or the Social Media Content is or is about to become non-compliant with any applicable law, regulation or policy, or is likely to become the subject of a lawsuit or material dispute. However, our action or inaction shall not be deemed review or approval of such use of such Social Media Content. You acknowledge that, depending upon your intended use, including copying and reproduction, of the Social Media Content, you may be required to obtain licenses or permissions from the author or owner of the Social Media Content, abide by copyright law or other applicable law and abide by terms of service for the sources from which the Social Media Content was obtained. We do not license the Social Media Content and are not responsible for your use of the Social Media Content. **Your use of Social Media Content is at your sole risk.**

3. Authorized Users.

3.1 Authorized Users. The number of Authorized Users granted access hereunder is set forth in the Order Form.

3.2 Additional Users; Reassignment of Authorized Users. Unless otherwise specified in the applicable Order Form: (i) SAAS Services may be accessed by no one other than the Authorized Users; (ii) additional subscriptions may be purchased for additional Authorized Users for prorated fees during the term of this Agreement; and (iii) such additional Authorized User accounts shall terminate on the same date as the pre-existing Authorized User accounts terminate. Authorized User account subscriptions are for designated Authorized Users only. Except as expressly provided in an Order Form, User IDs cannot be shared. However, User IDs may be reassigned to new Authorized Users replacing former Authorized Users who no longer require ongoing use of the SAAS Services. You shall designate at least one (1) Authorized User to act as an administrator who will be responsible for requesting set-up and removal of Authorized User accounts and for other administrative tasks related to your use of the Services. If applicable law requires the consent of the Authorized User before a third-party receives particular information about him or her (personal information), you shall obtain the Authorized User's consent before providing such information to us.

4. Support Services and Training.

4.1 Support Services. We will provide reasonable support efforts that do not require code changes ("Support Services") at no additional charge. We may provide upgraded support to you at mutually agreed upon rates, if available, through an Order Form referencing this Agreement.

4.2 Service Limitations; Maintenance. The Service may be temporarily unavailable, without notice, from

time to time, including due to required maintenance, improvements, telecommunications interruptions, or other disruptions affecting the applicable third party provider of Social Media Content and the Internet generally. In addition, we reserve the right to take down applicable servers hosting the SAAS Service upon reasonable notice to conduct routine regularly scheduled maintenance checks (“Scheduled Maintenance”); provided that, the number of Scheduled Maintenance checks each month during the term of this Agreement will not be excessive in relation to our historical Scheduled Maintenance practices and patterns. We will use commercially reasonable efforts to perform Scheduled Maintenance outside of regular business hours. We will not be responsible for any damages or costs you incur in connection with Scheduled Maintenance performed in accordance with this Agreement.

5. Additional Services. The parties may add additional training services and/or consulting, interface development or other services by mutual agreement by adding an additional Order Form referencing this Agreement.

6. Fees and Payment.

6.1 Fees. Fees for the initial term of this Agreement are set forth in the Order Form. .

6.2 Payment Terms. You shall pay the Fees as specified in the Order Form and in accordance with the Prompt Payment Act. You are responsible for providing complete and accurate billing and contact information to us and notifying us of any changes to such information. If you provide automatic payment information, you authorize us to store the information and use it to charge the associated billing source according to the Order Form without further authorization until termination of the Order Form or this Agreement. If automatic payment is terminated and not replaced within three business days of notice, we have the right to take action in accordance with the Contract Disputes Act.

6.3 Taxes. Each party shall be responsible for any personal property taxes on property it owns or leases, for franchise and privilege taxes on its business, and for taxes based on its net income or gross receipts. We shall be responsible for any sales, use, excise or similar taxes payable by us on any goods or services used or consumed by Services Provider in providing the Services hereunder. You shall be responsible for any sales, use, excise or similar taxes that are imposed on any charges made by us to you under the terms of this Agreement.

7. Responsibilities of the Parties.

7.1 Registration Information. You will promptly provide to us the name and contact information of each Authorized User to register each Authorized User (collectively, the “Registration Information”) to use the SAAS Service. We acknowledge that such Registration Information (and all Customer Data) is your (and/or your affiliates’ or Authorized Users’) confidential and proprietary information; we shall maintain and protect such information with the same care and measures to avoid unauthorized disclosure or access as we use with our own confidential information (but in no event less than a reasonable standard of care) and will use such information solely to carry out the purposes for which the information was disclosed.

7.2 User IDs. Except as expressly provided in an Order Form; each Authorized User must have a unique User ID for his or her access to the SAAS Service; you must exert commercially reasonable efforts to ensure that your Authorized Users will use only their respective assigned User IDs and not another’s User ID. You must adopt and maintain such security precautions for User IDs to prevent their disclosure to and use by unauthorized persons and must promptly notify us if you become aware that the security or integrity of a User ID or password has been compromised

7.3 Access and Compliance (All Customers). You agree that (a) you are responsible for all obligations under this Agreement arising in connection with your use, including all users using User IDs assigned to you, of the Services; (b) you are responsible for any act or omission by any of such users of the Services, which, if performed or omitted by you, would be a breach of this Agreement and any such act or omission will be deemed to be a breach of this Agreement by you; (c) you will use commercially reasonable efforts to prevent unauthorized access to or use of the Services; (d) you and your Authorized Users will only access and use Services in accordance with this Agreement, applicable laws and the terms of service of the platforms from which the Social Media Content originates; and (e) you and your Authorized Users shall not use the Services in a law enforcement capacity to conduct surveillance or obtain information that would require a subpoena, court order, or other valid legal process.

7.4 Access and Compliance (Law Enforcement Customers). If You are utilizing the Services in a law enforcement capacity, You acknowledge that third party licensors of Social Media Content (a) only permit use of Social Media Content, in a law enforcement capacity, to serve Public Safety Purposes; and (b) prohibit the segmentation of social media user data (and derived profiles of social media users) in a law enforcement capacity by (i) alleged or actual commission of a crime; (ii) health status (having a disease or condition); (iii) negative financial status or condition; (iv) political affiliation or beliefs; (v) racial or ethnic origin; (vi) religious or philosophical affiliation or beliefs; (viii) sex life (including pregnancy); or (viii) trade union membership.

7.5 Computer System. You will: (a) cooperate and consult with us in the set-up and activation of the SAAS Service for you, and (b) provide and maintain your own Internet access and all necessary communications equipment, software and other materials necessary for Authorized Users to access and use the SAAS Service. You are responsible for the security of your own computer systems and the security of your access to and connection with the SAAS Service.

7.6 No Interference with Service Operations. You will not knowingly take any action that: (a) interferes or attempts to interfere with the proper working of the SAAS Service or engage in any activity that disrupts, diminishes the quality of, interferes with the performance of, or impairs the functionality of the SAAS Service; (b) circumvents, disables, or interferes or attempts to circumvent, disable, or interfere with security-related features of the SAAS Service or features that prevent or restrict use, access to, or copying of any data or enforce limitations on use of the SAAS Service; or (c) imposes or may impose, in our reasonable discretion, an unreasonable or disproportionately large load on the SAAS Service infrastructure.

8. Term and Termination.

8.1 Term of Agreement. This Agreement commences on the Effective Date and continues for the term set forth in any Order Form hereunder; or it is otherwise terminated in accordance with the terms herein or as provided in an Order Form. Thereafter, the parties may execute additional Order Forms and the term of this Agreement will be extended contemporaneously with the terms of such Order Forms. Unless otherwise specified in an Order Form, the term of such Order Form shall automatically renew for subsequent one year terms unless either party provides notice to the other party at least forty-five days prior to the beginning of the upcoming renewal term.

8.2 Termination for Cause. A party may terminate this Agreement (i) for cause upon 15 days written notice to the other party of a material breach if such breach remains uncured at the expiration of such period, or (ii) immediately if the other party becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation or assignment for the benefit of creditors. Without limiting any remedies otherwise available to you under law or in equity, if you terminate this Agreement as a result of any event described in this Section 8.2, (a) we shall refund to you a pro-rata amount of any fees pre-paid by you for which you did not receive use of the SAAS Service in accordance with this Agreement and (b) you will have no further payment obligation to us.

8.3 Effect of Termination. We will destroy any Customer Data still residing on our systems within thirty days after the termination of this Agreement. The definitions herein and the terms of Sections 8-12 (inclusive) shall survive the expiration or termination of this Agreement.

9. Proprietary Rights; Publicity.

9.1 Proprietary Rights. We are and will remain the exclusive owner of all right, title and interest in and to the SAAS Service and Updates, including all intellectual property rights therein. As between the parties, you are and will remain the exclusive owner of all right, title and interest in and to Customer Data, including all intellectual property rights therein. All rights not granted expressly herein are reserved by us.

9.2 Publicity. Except as expressly provided herein with respect to Customer Data, we shall have no right to use your intellectual property, including, but not limited to, your name, trademarks, logos (or the names, trademarks or logos of your affiliates), in whole or in part, for any purpose. Neither party shall publicize or make any press release or public disclosure relating to this Agreement, the other party or the relationship between the parties, except with the prior written consent of the other party.

9.3 Feedback. To the extent that we receive from you or any of your Authorized Users any suggestions,

ideas, improvements, modifications, feedback, error identifications or other information related to the SAAS Service or any other products or services (“Feedback”), we may use, disclose and exploit such Feedback without restriction, including to improve the Services and to develop, market, offer, sell and provide other products and services.

9.4 US Government Rights. The SAAS Service, and its related software and documentation, are "Commercial items," "Commercial computer software" and "Computer software documentation" as defined by the Federal Acquisition Regulations ("FAR") and Defense Federal Acquisition Regulations Supplement ("DFARS"). Pursuant to FAR 12.211, FAR 12.212, DFARS, 227.7202-1 through 227.7202-4, and their successors, we provide the SAAS Service, including related software and documentation, for ultimate federal government end use solely in accordance with the following: Government technical data and software rights related to the SAAS Service include only those rights as are granted to the public by the standard terms and conditions set forth in this Agreement.

10. Representations; Limitations of Liability.

10.1 Covenants, Representations and Warranties. Each party agrees to comply with all applicable laws and regulations in connection with performing its obligations under and exercising its rights under this Agreement. We represent and warrant that: (a) the SAAS Service complies with all relevant API terms and conditions and policies of each applicable third party provider of Social Media Content (such as Twitter, YouTube, Flickr, Picasa and Instagram) accessible through the SAAS Service, and the SAAS Service (excluding your use of the Social Media Content) complies with all applicable laws, rules and regulations; (b) we have all rights and licenses necessary in order make the SAAS Service available to you under this Agreement and for us to grant the rights and licenses we grant to you under this Agreement, and your use of the SAAS Service (excluding your use of the Social Media Content) shall not infringe upon (whether direct or contributory), misappropriate, or otherwise violate the intellectual property or other rights of any third party or otherwise subject you or any of your affiliates to any royalty or other fees, obligations, or attribution of any type by you to any third party; and (c) there are no actions, suits, proceedings, or other impediments, actual or threatened against us that would undermine, prevent or impair us from fulfilling its obligations or granting the rights to you as provided under this Agreement.

10.2 Disclaimer. Except as expressly provided herein, we make no warranties related to the Services provided hereunder, and hereby disclaim all warranties, express or implied, including without limitation, warranties of merchantability and fitness for a particular purpose. You assume complete responsibility for the selection of the Services to achieve your intended results and for your use of the results obtained from the Services. We do not warrant that the Services will meet your requirements or that they will be uninterrupted or error-free. We are not responsible for your inability to access the SAAS Service or for any degradation of the SAAS Service caused by or resulting from any resources or factors outside of our control.

10.3 Limitations of Liability. In no event will we (including our affiliates, employees, officers, directors and agents) be liable for any consequential, indirect, special, incidental, exemplary or punitive damages under this Agreement or in connection with any Services provided hereunder, including without limitation, damages for loss of business profits, or other pecuniary loss arising out of the use or inability to use the Services, even if advised of the possibility of such damages and even if available remedies are found to have failed of their essential purpose. Our total liability, if any, (including our affiliates, employees, officers, directors and agents) in the aggregate over the term of this Agreement for all claims, causes of action or liability whether in contract, tort or otherwise arising under or in any way related to this Agreement and/or the Services provided hereunder, shall be limited to the lesser of: (a) your direct damages, actually incurred, or (b) the total fees you paid us under this Agreement in the most recent six (6) month period. Notwithstanding the foregoing, our sole obligation in the event of an error in the performance of any Services under this Agreement shall be limited to re-performing the Services.

11. Indemnification.

11.1 Indemnification by Us. We agree to defend, indemnify and hold harmless you, your members, affiliates, partners and successors, and your and their officers, directors, partners, shareholders, representatives, agents, licensees and employees from and against all third party claims, actions, liabilities, losses, expenses, damages and costs, including but not limited to attorney’s fees, whether fixed or contingent, actual or threatened, in law or in equity (collectively, the “Claims”, or individually, a “Claim”), that may, at any time, arise out of or relate to any breach or alleged breach by us of any of our representations, warranties and/or covenants set forth in Section 10.1 above.

11.2 Indemnification by You. You agree to defend, indemnify and hold harmless, us, our members, affiliates, partners and successors, and our and their officers, directors, partners, shareholders, representatives, agents, licensees and employees from and against all Claims that may, at any time, arise out of or relate to any breach or alleged breach by you of applicable law and of your use of the Social Media Content.

11.3 Indemnification Procedures. Any party seeking to be indemnified under this Section 11 shall as promptly as reasonably practicable notify the indemnifying party in writing of any Claim subject to the indemnities set forth in this Section 11; provided, however, that failure to so notify the indemnifying party after receiving actual notice of a Claim shall not relieve the indemnifying party from its indemnification obligations under this Agreement unless if, and only to the extent that, such failure to notify the indemnifying party has a material adverse impact on the indemnifying party. After receiving such notice, the indemnifying party shall assume and have exclusive control over the defense of such Claim, including, without limitation, the selection and retention of counsel and the disposition of any such Claim (by compromise, settlement or otherwise); provided, however, that the selection and retention of counsel, and any settlement or compromise of any Claim which may materially impact the indemnified party, shall be subject to the indemnified party's prior written approval, which shall not be unreasonably withheld. It is pre-agreed that any Claim alleging copyright, patent, trademark or other intellectual property infringement or misappropriation of the Services, or any part thereof, shall be considered to materially impact you for purposes of the foregoing. The indemnified party shall cooperate in all reasonable respects with the indemnifying party in the defense and disposition of such Claim, at the indemnifying party's expense.

12. General.

12.1 Assignment, Successors. No right or license under this Agreement may be assigned or transferred by either party, nor may any duty be delegated by either party without the other party's prior written consent, except that you may assign, transfer or delegate this Agreement to any affiliate of yours and that either party may transfer or assign this agreement to any successor entity or to an acquirer of all or substantially all of the business, stock or assets of such party relevant to this Agreement. Any assignment, transfer or delegation in contradiction of this provision will be null and void. Subject to the foregoing, this Agreement will bind and inure to the benefit of the successors and assigns of the parties.

12.2 Force Majeure. Notwithstanding any other provision of this Agreement, no party to the Agreement shall be deemed in default or breach of this Agreement or liable for any loss or damages or for any delay or failure in performance (except for the payment of money) due to any cause beyond the reasonable control of, and without fault or negligence by, such party or its officers, directors, employees, agents or contractors.

12.3 Governing Law. The validity, construction, and interpretation of this Agreement and the rights and duties of the parties hereto shall be governed by the laws of the State of Illinois, excluding its principles of conflicts of laws.

12.4 Notice. All notices required or permitted under this Agreement will be in writing and sent by certified mail, return receipt requested, or by reputable oversight courier, or by hand delivery. Our notice address is 444 North Wells Street, Suite 502, Chicago, IL 60029, Attention: Michael J. Mulroy. Your notice and billing address is set forth in the Order Form. Any notice sent in the manner sent forth above shall be deemed sufficiently given for all purposes hereunder (i) in the case of certified mail, on the second business day after deposited in the U.S. mail and (ii) in the case of overnight courier or hand delivery, upon delivery. Either party may change its notice address by giving written notice to the other party by the means specified in this Section.

12.5 Independent Contractor. We are acting as an independent contractor in our capacity under this Agreement. Nothing contained in this Agreement or in the relationship between the parties shall be deemed to constitute a partnership, joint venture, agency, employment or any relationship other than that of our serving as an independent contractor to you.

12.6 Entire Agreement. This Agreement, together with MAS 70 Contract GS-35F-0119Y, the Order Form and all exhibits hereto, constitutes the entire agreement between the parties with respect to the subject matter hereof. There are no restrictions, promises, warranties, covenants, or undertakings other than those expressly set forth herein and therein. This Agreement supersedes all prior negotiations, agreements, and undertakings between the parties with

respect to such matter, including, without limitation, any terms printed on your purchase order or other communications. This Agreement, together with the Order Form and all exhibits hereto, may be amended only by an instrument executed in writing by the parties or their permitted assigns. In the event of any conflict between this Agreement and the terms of any Order Form, the terms of this Agreement will govern, unless the parties specify their intent otherwise in the Order Form.

12.7 Construction of Agreement; Headings. No provision of this Agreement shall be construed against or interpreted to the disadvantage of any party hereto by any court or arbitrator by reason of such party having or being deemed to have structured or drafted such provision. The headings in this Agreement are for reference purposes only and shall not be deemed to have any substantive effect.

12.8 Severability. If any provision of this Agreement is held by a court of competent jurisdiction to be contrary to law, then the parties agree to replace it with an enforceable provision reflecting the intent of the original provision as nearly as possible in accordance with applicable law, and the remaining provisions of this Agreement will remain in full force and effect.

12.9 Waiver. The failure of either party at any time to require performance by the other party of any provision of this Agreement shall not affect in any way the full right to require the performance at any subsequent time. The waiver by either party of a breach of any provision of this Agreement shall not be taken or held to be a waiver of the provision itself. Any course of performance shall not be deemed to amend or limit any provision of this Agreement.

12.10 Counterparts; Signatures. This Agreement may be signed in counterparts with the same effect as if the signatures were upon a single instrument, and all such counterparts together shall be deemed an original of this Agreement. For purposes of this Agreement, a facsimile copy of a party's signature shall be sufficient to bind such party.

IN ACKNOWLEDGEMENT, each party causes this Agreement to be signed and delivered by its duly authorized representative.

Customer: _____

Geofeedia, Inc.

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Address:
