

Terms and Conditions

This website, www.urbansdk.com (the "**site**"), is owned and operated by UrbanSDK, Inc. and our affiliates ("**Urban SDK**", "**we**" or "**us**"). By using the site, services provided on the site, our proprietary software made available to you via the site, or content we make available to you through the services (collectively, "**Services**"), you agree to be bound by the following Terms and Conditions, as updated from time to time (collectively, the "**Terms**").

1. General

GENERAL. The following terms and conditions ("Terms and Conditions") provide for terms that are common to this Agreement, including all Ordering Documents and Schedules. In the event of a conflict between these Terms and Conditions and any Ordering Document or Schedule, these Terms and Conditions will control, unless expressly stated to the contrary in the Ordering Document or Schedule. The Signature Page, any Statement of Work, and any other ordering document incorporating these Terms and Conditions by reference are individually and collectively referred to as "Ordering Document(s)."

2. Services

2.1 General. All services provided by Urban SDK under this Agreement ("Services"), including the Software Services, will be provided to Customer according to these Terms and Conditions, the Ordering Documents, and all schedules, exhibits, or other attachments made a part of this Agreement.

2.2 Third-Party Services. As set forth in an Ordering Document, the Services may include Customer's utilization of certain third-party software and data developed and owned by Urban SDK's third party licensors. This software and data is neither sold nor distributed to Customer, and Customer may use it solely as part of the Services and for no other purpose. Customer may not transfer such third-party software outside the Services or to any other person or entity. Except as otherwise provided for in an Ordering Document, Urban SDK and Urban SDK's third-party software and data licensors are not responsible for providing any support in connection with the Services or the third-party software. Customer's use of any such third-party software and data is governed by the third-party software or data licensor's terms as may be referenced and incorporated into an applicable Ordering Document. Customer covenants to comply with the terms of such third-party licensor's terms as if Customer were the licensee.

2.3 Change Orders. If either party wishes to change the scope or performance of the Services, it shall submit details of the requested change to the other in writing. Urban SDK shall, within a reasonable time after such request, provide a written estimate to Customer of: (a) the likely time required to implement the change; (b) any necessary variations to the fees and other charges for the Services arising from the change; (c) the likely effect of the change on the Services; and (d) any other impact the change might have on the performance of this Agreement. Promptly after receipt of the written estimate, the parties shall negotiate in good faith the terms of such change (if and when mutually agreed in writing, a "Change Order"). Neither party shall be bound by any Change Order unless mutually agreed upon in writing.

3. Software Services

3.1 Software Services. Urban SDK will provide Customer, and its authorized employees, contractors and other personnel authorized by Customer ("End Users") with access to the software products and related services provided by Urban SDK via a web browser (or mobile application) and identified on the applicable Ordering Document ("Software Services"). During the Term and subject to Customer's compliance with this Agreement, Urban SDK grants Customer the non-exclusive, nontransferable, non-assignable, and limited

right to allow End Users to remotely access the Software Services for Customer's internal business purposes in accordance with the terms of this Agreement.

3.2 Restrictions. Customer shall not lease, license, sell, sublicense or otherwise transfer its access to or use of the Software Services. The Software Services may only be used by Customer and End Users. In addition, Customer shall not modify, create derivative works of, or attempt to decipher, decompile, disassemble or reverse engineer the Software Services. Nothing in this Agreement confers upon either party any right to use the other party's Marks, except in Urban SDK's performance of the Services. All use of such Marks by either party will inure to the benefit of the owner of such Marks, use of which will be subject to specifications controlled by the owner.

4. Professional Services

4.1 Professional Services. Urban SDK may provide integration, implementation, or other professional services (each to the extent identified as professional services on a Statement of Work, "Professional Services") and Deliverables to Customer as set forth in a Statement of Work. "Deliverables" means all Creations that are delivered to Customer by or on behalf of Urban SDK as a part of the Professional Services, together with any items identified as such in a Statement of Work. "Creations" means any tangible or intangible thing or information, in any language, format or medium now existing or hereafter developed, and all tangible embodiments thereof, whether or not such creation is or may in the future be protected under any intellectual property right or considered Confidential Information, including ideas, creations, inventions, discoveries, innovations, industrial models, improvements, designs, methods, processes, formulae, works of authorship, products, compositions, displays, models, prototypes, samples, findings, documentation, specifications, abstracts, research and development information, know-how, procedural knowledge, industrial property, utility models, data, databases, metadata, industrial designs, mask works, Confidential Information, content, lists, electronic data files, training materials and manuals, user guides, drawings, techniques, computer software (in object, source, interpreted or other code forms), modifications to software or

documentation, business information, business plans, technical knowledge, technical information, maintenance information, brochures, labels, papers, records, text, sound recordings, videos, pictures, photographs, audiovisual works, pictorial reproductions, drawings, or other graphical representations, and all other items with similar characteristics.

4.2 Acceptance. Any software constituting a Deliverable (each a “Software Deliverable”) shall be subject to acceptance by Customer to ensure that it meets the specifications of this Agreement and the applicable Statement of Work. If Customer does not reject any final Software Deliverable within 10 days of delivery, such Software Deliverable shall be deemed accepted. If any final Software Deliverable does not materially meet the applicable specifications, Customer shall notify Urban SDK of such nonconformities in reasonable detail, and Urban SDK will, at no additional cost, use commercially reasonable efforts to promptly correct such Software Deliverable so that it conforms to the applicable specifications. If within 30 days of such Customer notification, any final Software Deliverable still does not meet the specifications, Customer may at any time thereafter, as its sole remedy, terminate the applicable Statement of Work, return the Software Deliverable and all copies thereof to Urban SDK, and receive a refund of any fees or expenses paid in connection with such Software Deliverable.

4.3 Urban SDK Personnel. Urban SDK shall appoint an Urban SDK employee to serve as a primary contact with respect to any Professional Services (the “Urban SDK Contract Manager”). Urban SDK shall also appoint Urban SDK Personnel, who shall be suitably skilled, experienced, and qualified to perform the Professional Services. Additionally, Urban SDK may subcontract parts of the Professional Services to affiliated companies or third parties, provided that Urban SDK shall remain responsible for the performance of the Professional Services. In the event that any Urban SDK’s Personnel does not perform to Customer’s reasonable satisfaction, Urban SDK shall remove such Urban SDK’s Personnel and replace him or her with a similarly qualified Urban SDK Personnel. Urban SDK is responsible for all Urban SDK Personnel and for the payment of their compensation, including, if applicable, withholding of income taxes, and the payment and withholding of social security and other payroll taxes, unemployment insurance, workers’

compensation insurance payments, disability benefits, pensions, retirement benefits, insurance, and other benefits.

4.4 License and Consents. Urban SDK shall maintain all necessary licenses and consents and comply with all laws applicable to the provision of the Professional Services.

4.5 Tools, Labor, Materials and Supplies. Unless otherwise provided in a Statement of Work, Urban SDK shall provide, at its expense, all tools, materials, supplies, labor, and equipment necessary to perform the Professional Services.

5. Rights Reserved

Customer and its licensors are, and shall remain, the sole and exclusive owner of all right, title and interest in and to the “Customer Materials” (as defined in an applicable Statement of Work, if applicable), including all intellectual property rights therein. Urban SDK shall have no right or license to use any Customer Materials except during the Term to the extent necessary to provide the Professional Services to Customer. All other rights in and to the Customer Materials are expressly reserved by Customer. All right, title and interest, including all intellectual and proprietary rights, in and to the Software Services, Deliverables, and all Urban SDK service marks, trademarks, trade names, logos, and any modifications to the foregoing (“Marks”) (and all suggestions, feedback, contributions, enhancements, improvements, additions, modifications, or derivative works thereto and copies thereof) will remain in possession of Urban SDK. Customer acknowledges that the Software Services in source code form is the Confidential Information of Urban SDK and that the source code is not licensed to Customer by this Agreement or any Schedule and will not be provided by Urban SDK. No right or implied license or right of any kind is granted to Customer regarding the Services, including any right to use, reproduce, market, sell, translate, distribute, transfer, adopt, disassemble, decompile, reverse engineer the Software Services or the documentation thereof, or any portions thereof, or obtain possession of any source code or other technical material relating to the Software Services.

6. Fees and Payment Terms

6.1 Services Fees. For the Services provided under this Agreement, Customer will pay Urban SDK the fees in the amounts set forth on the applicable Ordering Document. Unless otherwise set forth on the applicable Ordering Document, applicable fees will be invoiced to Customer annually in advance and payable (i) immediately upon invoice if Customer's payment method is on file with Urban SDK, or (ii) if no payment method has been provided to Urban SDK, within thirty (30) days of invoice. Fees are non-cancelable and non-refundable. In the event of early termination of this Agreement other than due to Urban SDK's breach, all amounts outstanding that would have otherwise been due through the end of the then-current Term shall automatically be due and payable by Customer upon termination.

6.2 Fee Changes. After the Initial Term, and at the beginning of each Renewal Term thereafter, Urban SDK may adjust the fees applicable during the upcoming Renewal Term upon written notice provided at least sixty (60) days prior to the end of the Initial Term or applicable Renewal Term, as the case may be. All fees paid and expenses reimbursed under this Agreement will be in United States currency. Urban SDK may increase pricing and fees on an annual basis by the greater of: (a) six percent (6%) per annum, or (b) the percentage by which the then most-recently published Consumer Price Index in the United States for all Urban Consumers (Index base: 1982/1984 = 100; Index Components: All Items) ("CPI") exceeds the CPI as of the Effective Date or, if later, the immediately preceding change in pricing. Additionally, Upon written notice to Customer at least thirty (30) days prior to effectiveness, Urban SDK may increase the amount of the fees in an Ordering Document relating to, if applicable: (a) data storage and/or relational databases if the applicable cloud data provider has increased the prices paid by Urban SDK for such data storage and/or relational databases, and any such increase shall be proportionate to the increase imposed upon Urban SDK by the applicable utility provider; and (b) the cost of third party Services or services (including software and datasets) performed or provided by a third party that comprise all or some part of the Services including any increases to such costs.

6.3 Late Fees. Customer will pay a late fee of 1.5% per month (not to exceed the maximum allowed under state law) on all balances not paid when due. Urban SDK, at its option, may suspend the Services, in whole or in part, if Urban SDK does not receive all undisputed amounts due and owing under this Agreement within thirty (30) days after delivery of notice to Customer of the failure to pay such overdue balances.

6.4 Taxes. The fees and expenses due to Urban SDK as set forth in this Agreement are net amounts to be received by Urban SDK, exclusive of all sales, use, withholding, excise, value added, ad valorem taxes or duties incurred by Customer or imposed on Urban SDK in the performance of this Agreement or otherwise due as a result of this Agreement. This section will not apply to taxes based solely on Urban SDK'S income.

6.5 Offset. Fees and expenses due from Customer under this Agreement may not be withheld or offset by Customer against other amounts for any reason.

7. Customer Acknowledgements.

7.1 Customer Requirements. Customer must have required equipment, software, and Internet access to be able to use the Software Services. Acquiring, installing, maintaining and operating equipment and Internet access is solely Customer's responsibility. Urban SDK neither represents nor warrants that the Software Services will be accessible through all web browser releases. Customer shall take all steps necessary for Urban SDK to perform the Services effectively, including with respect to (a) providing access to Customer's resources or staff as needed to perform the Services; (b) maintaining, testing, configuring, operating, and upgrading Customer's data, applications, server hardware, operating system, environment, and facilities, as applicable, related to the Services.

7.2 Use of Software Services. Customer shall not and shall not permit others in using the Software Services to: (i) defame, abuse, harass, stalk, threaten or otherwise violate or infringe the legal rights (such as rights of privacy, publicity and intellectual property) of others or Urban SDK; (ii) publish, ship, distribute or disseminate any harmful, inappropriate, profane, vulgar, infringing,

obscene, false, fraudulent, tortuous, indecent, unlawful, immoral or otherwise objectionable material or information (including any unsolicited commercial communications); (iii) publish, ship, distribute or disseminate material or information that encourages conduct that could constitute a criminal offense or give rise to civil liability; (iv) engage in any conduct that could constitute a criminal offense or give rise to civil liability for Urban SDK; (v) misrepresent or in any other way falsely identify Customer's identity or affiliation, including through impersonation or altering any technical information in communications using the Software Services; (vi) transmit or upload any material through the Software Services contains viruses, trojan horses, worms, time bombs, cancelbots, or any other programs with the intent or effect of damaging, destroying, disrupting or otherwise impairing Urban SDK', or any other person's or entity's, network, computer system, or other equipment; (vii) interfere with or disrupt the Software Services, networks or servers connected to the Urban SDK systems or violate the regulations, policies or procedures of such networks or servers, including unlawful or unauthorized altering any of the information submitted through the Software Services; (viii) attempt to gain unauthorized access to the Software Services, other Urban SDK customers' computer systems or networks using the Software Services through any means; or (ix) interfere with another party's use of the Software Services, including any parties Customer has done business with or choose not to do business with through the Software Services. Urban SDK has no obligation to monitor Customer's use of the Software Services. However, Urban SDK may at any time monitor, review, retain and disclose any information as necessary to satisfy or cooperate with any applicable law, regulation, legal process or governmental request. Customer shall use commercially reasonable efforts, including reasonable security measures relating to administrator account access details, to ensure that no unauthorized person may gain access to the Services.

7.3 Compliance with Law. Customer agrees not to use (and will use its best efforts not to allow its End Users to use) the Software Services for illegal purposes or for the transmission of material that is unlawful, harassing, libelous (untrue and damaging to others), invasive of another's privacy, abusive, threatening, or obscene, or that infringes the rights of others. Customer is solely responsible for any and all improper use of the Software

Services that occurs as a direct or indirect result of any act or omission of Customer. Customer will notify Urban SDK immediately of any unauthorized use of the Software Services or any other breach of security that is known or suspected by Customer.

7.4 Professional Services. With respect to any Professional Services, Customer shall have the following obligations set forth in this Section 7.4.

a. Customer Contract Manager. Customer shall cooperate with Urban SDK in all matters relating to the Professional Services and appoint a Customer employee to serve as the primary contact with respect to this Agreement (the “Customer Contract Manager”).

b. Access and Assistance; Customer Materials. Customer shall provide such access to Customer’s premises, facilities, and computer systems and networks as may reasonably be requested by Urban SDK for the purposes of performing the Professional Services. Customer shall respond promptly to any Urban SDK request to provide direction, information, approvals, authorizations or decisions that are reasonably necessary for Urban SDK to perform the Professional Services. Customer shall provide such Customer Materials as set forth in the applicable Statement of Work or as Urban SDK may reasonably request in order to carry out the Professional Services, in a timely manner, and ensure that it is complete and accurate in all material respects.

c. Delay in Performance. If Urban SDK’s performance of its obligations under this Agreement is prevented or delayed by any act or omission of Customer or its agents, subcontractors, consultants or employees, Urban SDK shall not be deemed in breach of its obligations under this Agreement or otherwise liable for any costs, charges or losses sustained or incurred by Customer, in each case, to the extent arising directly or indirectly from such prevention or delay, and Urban SDK’s obligation to perform will be extended based on Urban SDK’s reasonable ability to reallocate resources to performing and such delay may result in reasonable additional fees to the extent Urban SDK incurs additional costs due to the delay.

8. Non-disclosure and confidentiality.

8.1 Disclosure. Each party may disclose to the other party certain Confidential Information of such party or of such party's associated companies, distributors, licensors, suppliers, or customers. "Confidential Information" means any information that is of value to its owner and is treated as confidential, including trade secrets, technology, information pertaining to business operations and strategies, and information pertaining to customers, pricing, and marketing; "Disclosing Party" refers to the party disclosing Confidential Information hereunder, whether such disclosure is directly from Disclosing Party or through Disclosing Party's employees or agents; and "Recipient" refers to the party receiving any Confidential Information hereunder, whether such disclosure is received directly or through Recipient's employees or agents.

8.2 Requirement of Confidentiality. The Recipient agrees: (a) not to disclose or otherwise make available Confidential Information of the Disclosing Party to any third party without the prior written consent of the Disclosing Party, provided that the Recipient may disclose the Confidential Information of the Disclosing Party to its, and its affiliates, officers, employees, consultants and legal advisors who have a "need to know", who have been apprised of this restriction and who are themselves bound by nondisclosure obligations at least as restrictive as those set forth in this Section 8; (b) to use the Confidential Information of the Disclosing Party only for the purposes of performing its obligations or as otherwise authorized under the Agreement; and (c) to promptly notify the Disclosing Party in the event it becomes aware of any loss or disclosure of any of the Confidential Information of Disclosing Party. Customer acknowledges that the Software Services and documentation are the Confidential Information of Urban SDK. The obligations in this Section 8 shall survive termination and continue for so long as the applicable information constitutes Confidential Information. Confidential Information shall not include information that: (a) is already known to the Recipient without restriction on use or disclosure prior to receipt of such information from the Disclosing Party; (b) is or becomes generally known by the public other than by breach of this Agreement by, or other wrongful act of, the Recipient; (c) is developed by the Recipient independently of, and without reference to, any Confidential Information of the Disclosing Party; or (d) is received by the

Recipient from a third party who is not under any obligation to the Disclosing Party to maintain the confidentiality of such information.

8.3 Compelled Disclosure. If the Recipient becomes legally compelled to disclose any Confidential Information, the Recipient shall provide: (a) prompt written notice of such requirement so that the Disclosing Party may seek, at its sole cost and expense, a protective order or other remedy; and (b) reasonable assistance, at the Disclosing Party's sole cost and expense, in opposing such disclosure or seeking a protective order or other limitations on disclosure. If, after providing such notice and assistance as required herein, the Recipient remains required by law to disclose any Confidential Information, the Recipient shall disclose no more than that portion of the Confidential Information which, on the advice of the Recipient's legal counsel, the Recipient is legally required to disclose and, upon the Disclosing Party's request, shall use commercially reasonable efforts to obtain assurances from the applicable court or agency that such Confidential Information will be afforded confidential treatment.

8.4 Customer Data; Data Use. "Customer Data" means information, data and other content, in any form or medium, that is collected, downloaded or otherwise received, directly or indirectly from Customer or an End User by or through the Services, but does not include any data collected, downloaded or otherwise received, directly or indirectly from any other user of the Services. Customer hereby grants to Urban SDK a non-exclusive license to copy, reproduce, store, distribute, publish, export, adapt, edit and translate Customer Data to the extent reasonably required for the performance of Urban SDK's obligations and the exercise of Urban SDK's rights under this Agreement. Customer warrants to Urban SDK that Customer has the right to provide such Customer Data to Urban SDK in accordance with this Agreement. Additionally, Customer agrees that data derived by Urban SDK from Urban SDK's performance of the Services or input by or feedback from Customer may be used for the purposes of analysis, including statistical analysis, trend analysis, creation of data models, and creation of statistical rules. The results of such analysis ("De-identified Data") may be used by Urban SDK for any lawful purpose both during and following the Term. De-identified Data shall not contain any information that identifies or can be reasonably used to identify an individual person or Customer.

9. Limited Warranty; Disclaimers.

Urban SDK represents and warrants that it will provide the Services in a manner consistent with general industry standards reasonably applicable to the provision thereof and that the Software Services will perform substantially in accordance with the documentation under normal use and circumstances. Each party represents and warrants that it has the legal power and authority to enter into this Agreement. OTHER THAN AS EXPRESSLY SET FORTH IN THIS SECTION 9, EACH PARTY DISCLAIMS ALL WARRANTIES, CONDITIONS, OR REPRESENTATIONS TO THE OTHER PARTY REGARDING THIS AGREEMENT, WHETHER ORAL OR WRITTEN, EXPRESS, IMPLIED, OR STATUTORY. WITHOUT LIMITING THE FOREGOING, ANY IMPLIED WARRANTY OR CONDITION OF MERCHANTABILITY, THE IMPLIED WARRANTY AGAINST INFRINGEMENT, THE IMPLIED WARRANTY OR CONDITION OF FITNESS FOR A PARTICULAR PURPOSE, AND THOSE ARISING FROM A COURSE OF DEALING OR USAGE OF TRADE ARE EXPRESSLY EXCLUDED AND DISCLAIMED BY Urban SDK. NO WARRANTY IS MADE THAT USE OF THE SERVICES WILL BE ERROR FREE OR UNINTERRUPTED, THAT ANY ERRORS OR DEFECTS IN THE SERVICES WILL BE CORRECTED, OR THAT THE SERVICES FUNCTIONALITY WILL MEET CUSTOMER'S REQUIREMENTS. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, CUSTOMER ACKNOWLEDGES AND AGREES THAT URBAN SDK MAKES NO REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, AS TO ANY THIRD-PARTY HARDWARE, SOFTWARE, PRODUCT OR SERVICE INCLUDED WITH ANY OF THE SERVICES.

10. Limitation of Liability

10.1 Exclusion of Damages. EXCEPT AS OTHERWISE PROVIDED IN SECTION 10.3, IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER OR TO ANY THIRD PARTY FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL OR PUNITIVE DAMAGES,

INCLUDING LOSS OF USE, REVENUE, PROFIT, OR DATA, WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGE WAS FORESEEABLE AND WHETHER OR NOT SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

10.2 Liability Cap. EXCEPT AS OTHERWISE PROVIDED IN SECTION 10.3, IN NO EVENT WILL EITHER PARTY'S LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, EXCEED THE AGGREGATE AMOUNTS PAID OR PAYABLE TO Urban SDK PURSUANT TO THIS AGREEMENT DURING THE TWELVE (12) MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO THE CLAIM.

10.3 Exceptions. The exclusions and limitations in Section 10.1 and Section 10.2 shall not apply to: (a) damages or other liabilities arising out of or relating to a party's failure to comply with its obligations under Section 8 (Non-Disclosure and Confidentiality); or (b) a party's obligations under Section 11 (Indemnification).

11. Indemnification

11.1 Urban SDK Indemnification. Urban SDK shall defend Customer and its officers, directors, employees, agents, successors and permitted assigns against any third party claim, suit, action or proceeding (each, an "Action") based on a claim that Customer's receipt or use of the Services in accordance with this Agreement infringes any intellectual property right or misappropriates any trade secret of a third party, and shall pay all settlements entered into and damages awarded against Customer to the extent based on such an Action; provided, however, that Urban SDK shall have no obligations under this Section 11.1 with respect to claims to the extent arising out of: (a) any instruction, information, designs, specifications or other materials provided by Customer to Urban SDK; (b) use of the Services in combination with any materials or equipment not supplied to Customer or specified by Urban SDK in writing; or (c) any modifications or changes made to the Services by or on

behalf of any person or entity other than Urban SDK. If the Services, or any part thereof, become, or in the opinion of Urban SDK may become, the subject of a claim of infringement or misappropriation, Urban SDK may, at its option: (i) procure for Customer the right to use such Services free of any liability; (ii) replace or modify the Services to make them non-infringing; or (iii) terminate this Agreement and refund to Customer any portion of the fees prepaid by Customer for the infringing Services.

11.2 Customer Indemnification. Customer shall defend Urban SDK and its officers, directors, employees, agents, affiliates, successors and permitted assigns against all Actions based on a claim that any information or materials provided by Customer (including Customer Data), or Urban SDK's receipt or use thereof, infringes any intellectual property right or misappropriates any trade secret of a third party, and shall pay all settlements entered into and damages awarded against Urban SDK to the extent based on such an Action.

11.3 Indemnification Procedures. The party seeking indemnification hereunder shall promptly notify the indemnifying party in writing of any Action and cooperate with the indemnifying party at the indemnifying party's sole cost and expense. The indemnifying party shall immediately take control of the defense and investigation of such Action and shall employ counsel of its choice to handle and defend the same, at the indemnifying party's sole cost and expense. The indemnifying party shall not settle any Action in a manner that adversely affects the rights of the indemnified party without the indemnified party's prior written consent, which shall not be unreasonably withheld or delayed. The indemnified party's failure to perform any obligations under this Section 11.1 shall not relieve the indemnifying party of its obligations under this Section 11.1 except to the extent that the indemnifying party can demonstrate that it has been materially prejudiced as a result of such failure. The indemnified party may participate in and observe the proceedings at its own cost and expense.

12. TERM AND TERMINATION.

12.1 Initial Term. This Agreement shall commence on the Effective Date and shall continue in full force and effect for the initial term set forth on the

applicable Ordering Document (“Initial Term”), unless earlier terminated as provided for below. Thereafter, except with respect to any Statements of Work (which shall expire in accordance with their terms), the Initial Term shall automatically renew for successive periods of one (1) year each (each a “Renewal Term” and together with the Initial Term, the “Term”), unless either party provides written notice to the other party at least 30 days prior to the end of the then-current Initial Term or Renewal Term of its intent to not renew the Agreement.

12.2 Termination. Without prejudice to any other remedies and in addition to any other termination rights herein, the parties shall have the right to terminate this Agreement as provided below:

a. By either party if the other party commits a material breach of this Agreement and such breach remains uncured 30 days after written notice of such breach is delivered to such other party including the failure to pay any fees due to Urban SDK; or

b. By either party if the other party makes an assignment for the benefit of creditors, or commences or has commenced against it any proceeding in bankruptcy, insolvency, or reorganization pursuant to bankruptcy laws, laws of debtor’s moratorium or similar laws.

12.3 Termination of Statement of Work. Either party may terminate any outstanding Statement of Work without terminating the entire Agreement if the other party commits a material breach of such Statement of Work and such breach remains uncured 30 days after written notice thereof is delivered to the other party.

12.4 Effect. Upon termination of this Agreement for any reason, all rights and licenses granted by Urban SDK hereunder to Customer will immediately cease. Customer must retrieve all of its data from the Software Services within thirty (30) days of the termination or expiration of this Agreement, at which time Urban SDK reserves the right to delete all data.

12.5 Survival. Termination of this Agreement or any Schedule will not affect the provisions regarding Urban SDK’s or Customer’s treatment of Confidential Information, provisions relating to the payments of amounts due, indemnification provisions, provisions limiting or disclaiming Urban SDK’s

liability, or any other terms which by their nature should survive, which provisions will survive such termination.

13. GENERAL

13.1 Governing Law. This Agreement shall be governed by and construed in accordance with the internal laws of the State of Florida without giving effect to any choice or conflict of law provision or rule. Jurisdiction and venue for purposes of any litigation in connection with this Agreement will be in the relevant federal or state court located in Jacksonville, Florida.

13.2 Conflicting Terms. Notwithstanding the content of any Customer purchase order or any other document or record, whether in writing or electronic, relating to the subject matter of this Agreement, the terms of this Agreement shall govern and any conflicting, inconsistent, or additional terms contained in such documents shall be null and void.

13.3 Notice. All communications required or otherwise provided under this Agreement shall be in writing and shall be deemed given when delivered (i) by hand, (ii) by registered or certified mail, postage prepaid, return receipt requested; or (iii) by a nationally recognized overnight courier service; to the address set forth on the applicable Ordering Document, as may be amended by the parties by written notice to the other party in accordance with this Section 13.3.

13.4 Assignment. Neither party may assign, transfer or delegate any or all of its rights or obligations under this Agreement, without the prior written consent of the other party, which consent shall not be unreasonably withheld or delayed; provided that upon prior written notice to the other party, either party may assign the Agreement to an affiliate of such party or to a successor of all or substantially all of the assets of such party through merger, reorganization, consolidation or acquisition. No assignment shall relieve the assigning party of any of its obligations hereunder. Any attempted assignment, transfer or other conveyance in violation of the foregoing shall be null and void. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns.

13.5 Interpretation. For purposes of this Agreement, (a) the words “include,” “includes” and “including” shall be deemed to be followed by the words “without limitation”; (b) the word “or” is not exclusive; and (c) the words “herein,” “hereof,” “hereby,” “hereto” and “hereunder” refer to this Agreement as a whole. Should any provision of this Agreement require judicial interpretation, the parties agree that the court interpreting or construing the same shall not apply a presumption that the terms of this Agreement shall be more strictly construed against one party than against another.

13.6 Severability. In case any one or more of the provisions of this Agreement should be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby.

13.7 Attorneys’ Fees. In the event that any action, suit, or other legal or administrative proceeding is instituted or commenced by either party hereto against the other party arising out of or related to this Agreement, the prevailing party shall be entitled to recover its reasonable attorneys’ fees and court costs from the non-prevailing party.

13.8 Entire Agreement. This Agreement constitutes the entire agreement between the parties concerning the subject matter hereof and supersedes all written or oral prior agreements or understandings with respect thereto.

13.9 Amendment; Waiver. This Agreement may only be amended, modified or supplemented by an agreement in writing signed by each party hereto. No waiver by any party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the party so waiving. Except as otherwise set forth in this Agreement, no failure to exercise, or delay in exercising, any rights, remedy, power or privilege arising from this Agreement shall operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

13.10 Force Majeure. Neither party shall be liable for delay or failure in performing any of its obligations hereunder due to causes beyond its reasonable control, including an act of nature, war, natural disaster,

governmental regulations, terrorism, communication or utility failures or casualties or the failures or acts of third parties.

13.11 Equitable Relief. Each party acknowledges that a breach by a party of Section 3.2 (Restrictions) or Section 8 (Non-Disclosure and Confidentiality) may cause the non-breaching party irreparable damages, for which an award of damages would not be adequate compensation and agrees that, in the event of such breach or threatened breach, the non-breaching party will be entitled to seek equitable relief, including a restraining order, injunctive relief, specific performance and any other relief that may be available from any court, in addition to any other remedy to which the non-breaching party may be entitled at law or in equity. Such remedies shall not be deemed to be exclusive but shall be in addition to all other remedies available at law or in equity, subject to any express exclusions or limitations in this Agreement to the contrary.

13.12 No Third-Party Beneficiaries. This Agreement is for the sole benefit of the parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit or remedy of any nature whatsoever, under or by reason of this Agreement.

13.13 Relationship of Parties. Nothing in this Agreement shall constitute or be deemed to constitute a partnership between the parties hereto or constitute or be deemed to constitute one party as agent of the other, for any purpose whatsoever, and neither party shall have the authority or power to bind the other, or to contract in the name of or create a liability against the other, in any way or for any purpose.

13.14 Publicity. While this Agreement is in effect, Customer grants Urban SDK the right to use Customer's logo and name on Urban SDK's website and promotional materials. Customer shall have the right to require Urban SDK to terminate any such uses at any time by written notice to Urban SDK.

13.15 Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, e-mail or other means of electronic transmission shall

be deemed to have the same legal effect as delivery of an original signed copy of this Agreement

Support Services Schedule

Support Service Responsibilities

Urban SDK shall provide support services (collectively, “Support Services”) for the Software Services in accordance with the provisions of this Schedule. The Support Services are included in the Software Services, and Urban SDK shall not assess any additional fees, costs or charges for such Support Services.

Urban SDK shall use commercially reasonable efforts to:

1. correct all failures of any Software Services to be available or otherwise perform in accordance with this Agreement (“Service Errors”) in accordance with the Support Service Level Requirements, including by providing defect repair, programming corrections and remedial programming;
2. provide unlimited telephone support during the hours of 8 a.m. to 6 p.m. Eastern Time on business days;
3. provide unlimited online ticket support outside business hours and on weekends;
4. Provide online access to technical support bulletins and other user support information and forums, to the full extent Urban SDK makes such resources available to its other customers; and
5. Respond to and resolve Support Requests.

Service Monitoring and Management

Urban SDK shall use commercially reasonable efforts to continuously monitor and manage the Software Services to enable Availability that meets or exceeds the Availability Requirement.

Service Maintenance

Urban SDK shall use commercially reasonable efforts to maintain the Software Services in order to enable Availability that meets or exceeds the Availability Requirement. Such maintenance services shall include using commercially reasonable efforts to provide to Customer:

1. all updates, bug fixes, enhancements, new releases, new versions and other improvements to the Software Services, that Urban SDK provides at no additional charge to its other similarly situated customers; and
2. all such services and repairs as are required to maintain the Software Services or are ancillary, necessary or otherwise related to Customer's or its End Users' access to or use of the Software Services, so that the Software Services operate properly in accordance with this Agreement.

Support Requests

Customer shall submit its requests for Service Error corrections and they will be classified in accordance with the descriptions set forth in the chart below (each a "Support Request"). Customer shall notify Urban SDK of Support Requests by email, telephone or such other means as the parties may hereafter agree to in writing.

Support Request Classification

Description:

Any Service Error Comprising or Causing any of the Following Events or Effects

Critical Service Error

- Issue affecting entire system or single critical production function;
- System down or operating in materially degraded state; or
- Widespread access interruptions.

High Service Error

- Primary component failure that materially impairs its performance; or
- Data entry or access is materially impaired on a limited basis.

Medium Service Error

- Software Services are operating with minor issues that can be addressed with a work around.

Low Service Error

- Request for assistance, information, services that are routine in nature, or updates that are desired but do not impair system operation or functionality.

Escalation

With respect to any Critical Service Error Support Request, until such Support Request is resolved, Urban SDK shall escalate that Support Request within sixty (60) minutes of the receipt of such Support Request by the appropriate Urban SDK support personnel.

Corrective Action Plan

If two (2) or more Critical Service Errors occur in any thirty (30) day period during (a) the Term or (b) any additional periods during which Urban SDK does or is required to perform any Software Services, Urban SDK shall promptly investigate the root causes of these Service Errors and provide to Customer within five (5) business days of its receipt of notice of the second such Support Request an analysis of such root causes and a proposed written corrective action plan for Customer's review, comment and approval, which, subject to and upon Customer's written approval, shall be a part of, and by this reference is incorporated in, this Agreement as the parties' corrective action plan (the "**Corrective Action Plan**"). The Corrective Action Plan shall include, at a minimum: (x) Urban SDK's commitment to Customer to devote the appropriate time, skilled personnel, systems support and equipment and other resources necessary to resolve and prevent any further occurrences of the Service Errors giving rise to such Support Requests; (y) a strategy for developing any programming, software updates, fixes, patches, etc. necessary to remedy, and prevent any further occurrences of, such Service Errors; and (z) time frames for implementing the Corrective Action Plan. There will be no additional charge for Urban SDK's preparation or implementation of the Corrective Action Plan in the time frames and manner set forth therein.

Termination Rights

If (i) four (4) or more Critical Service Errors occur during a single thirty (30) day period, (ii) eight (8) or more High Service Errors or Critical Service Hours (combined in any combination) occur during a single thirty (30) day period, (iii) eight (8) or more Critical Service Errors occur during a six (6) month period, or sixteen (16) or more High Service Errors or Critical Service Hours (combined in any combination) occur during a six (6) month period, in addition to all other remedies available to Customer, Customer may terminate this Agreement on written notice to Urban SDK with no liability, obligation or penalty to Customer by reason of such termination.

Changelog

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