



Master Services Agreement

This Master Services Agreement (the “Agreement”) between Liftr Insights LLC (also known as “Liftr Insights”) and the undersigned customer (the “Customer”) is made effective as of the date the Customer signs this Agreement (the “Effective Date”).

1. Overview

This Agreement states the terms and conditions by which Liftr Insights will deliver and Customer will receive any or all of the Services provided by Liftr Insights. The specific Services to be provided hereunder are identified in an Addendum, including Data Subscriptions, Change Orders, Statements of Work, or general Addendums accepted by Liftr Insights. Each Addendum accepted by Liftr Insights is hereby incorporated by reference into this Agreement. This Agreement is intended to cover any and all Services ordered by Customer and provided by Liftr Insights. In the event that any terms set forth herein apply specifically to a Service or offering not ordered by Customer, such terms shall not apply to Customer. Capitalized terms shall have the meanings assigned to them herein or as defined in Section 11.4. In the event of a conflict between an Addendum and this Agreement, the terms of the Addendum shall take precedence.

2. Delivery of Services; Terms

2.1 Delivery of Services

(a) General: By submitting an Addendum, Customer agrees to take and pay for, and, by accepting the Addendum, Liftr Insights agrees to provide, the Service(s) during the Term and for any Renewal Term expressly outlined in each Addendum, as specified in Section 2.2 below.

(b) Delivery of Supplemental Services: The purpose of this provision is to enable Liftr Insights to provide Customer with certain professional services needed by Customer on a “one off” or emergency basis where such services are not included within the scope of the Services as described in the Addendum (the “Supplemental Services”). Liftr Insights shall notify Customer of the fees for any Supplemental Services requested by Customer and obtain Customer’s written approval prior to providing such Supplemental Services.

2.2 Term: The term of each Addendum, shall commence on the Effective Date of said document or the date of the first Addendum associated with this document and end three (3) year thereafter unless specifically stated otherwise in said Addendum unless the Initial Term is extended by the terms of a subsequent Addendum. This Agreement and each Addendum is a non-cancelable contract that may be terminated only in accordance with its express terms.

3. Fees and Payment Terms

3.1 Fees and Expenses: Customer will pay all fees due according to the prices and terms listed in the Addendum(s). The prices listed in the Addendum will remain in effect during the Initial Term indicated in the Addendum and will continue thereafter in accordance with Section 2.2. Notwithstanding the foregoing, Liftr Insights may adjust the fees for any Addendum for a Renewal Term in accordance with the applicable Addendum or upon providing Customer notice in advance of the expiration of the Initial Term or Renewal Term as the case may be.



3.2 Payment Terms: Except as otherwise set forth in an Addendum, payment for all subscription fees and or professional services are due in advance upon signature. All payments shall be made in U.S. Dollars.

3.3 Late Payments: Customer shall pay Liftr Insights interest on all past due balances at the rate of 1.5% per month or the highest rate allowable by law, whichever is less. If Customer fails to pay Liftr Insights any past due balance after Liftr Insights has given Customer five (5) days written or email notice of the delinquency, then Liftr Insights may, in addition to any other remedies it may have, immediately suspend, in whole or in part, any or all of the Services without any further notice to Customer and without any liability to Customer. Customer acknowledges and agrees that any suspension of Services by Liftr Insights in accordance with this Section 3.3 shall not relieve Customer from paying any invoices sent to Customer in accordance with this Agreement. Liftr Insights may require, in its sole discretion, to require a specific method of payment in the event (i) Customer is delinquent in its payments due hereunder or (ii) issues a check to Liftr Insights that is returned for insufficient funds. Liftr Insights may charge Customer a \$25.00 administrative fee for each returned or failed payment. Customer agrees that Liftr Insights shall incur staffing and other administrative expenses if Customer's payment is past due. Customer therefore agrees to pay Liftr Insights a \$25 administrative fee for any payments received by Liftr Insights more than ten (10) days past its due date.

3.4 Taxes: All fees charged by Liftr Insights for Services are exclusive of all taxes and similar fees now in force or enacted in the future. If Liftr Insights is required to pay any federal, state or local taxes (other than Liftr Insights' income tax) based on the Services provided under this Agreement, such taxes shall be invoiced and paid for by Customer unless and until Customer provides Liftr Insights with a valid tax exemption certificate authorized by the appropriate taxing authority.

3.5 Termination Fee: Customer may terminate this Agreement or a particular Service at any time without cause provided Customer gives at least ninety (90) days written notice to Liftr Insights and makes payment of the Early Termination Fee (which shall be invoiced and paid in full on or before the date the Agreement or the Service, as applicable, actually terminates). For purposes of this Agreement, the "Early Termination Fee" shall equal the fees owed to Liftr Insights for the remaining balance of the Initial Term or Renewal Term of the applicable Addendum calculated from the date the Agreement or the Service actually terminates.

4. Intellectual Property Ownership; License Grants

4.1 Intellectual Property

(a) Ownership: Except for the rights expressly granted herein and the assignment expressly made in Section 4.2(a), this Agreement does not transfer from Liftr Insights to Customer any Liftr Insights Technology, and all right, title and interest in and to Liftr Insights Technology will remain solely with Liftr Insights.

(b) General Skills and Knowledge: Notwithstanding anything to the contrary in this Agreement, Liftr Insights will not be prohibited or enjoined at any time by Customer from utilizing any skills or knowledge of a general nature acquired during the course of providing the Services, including, without limitation, information publicly known or available or that could reasonably be acquired in similar work performed for another customer by Liftr Insights.

4.2 License Grants

(a) By Liftr Insights: Liftr Insights hereby grants to the Customer a worldwide, nonexclusive, royalty-free, irrevocable license, during the applicable terms of this Agreement, to use the Liftr Insights Technology solely for purposes of using the Service(s), including analyzing, interpreting, building models, and otherwise making use of the Liftr Insights Technology. Customer shall have no right to use the Liftr Insights Technology for any purpose other than using the Service(s), including for potential investments in the securities of public companies. Customer shall have no right to resell the Liftr Insights Technology without the express consent of Liftr Insights and after completion of a reseller addendum.

4.3 Professional Services; Assignments and License

(a) Assignment of Work: Effective at the time Liftr Insights receives full and final payment for Professional Services, Liftr Insights assigns to Customer all right, title and interest, including all intellectual property rights, in the Work, provided, however, that such assignment does not include the Liftr Insights Technology.

5. Liftr Insights Representations and Warranties

5.1 General: Liftr Insights represents and warrants that

- (i) it has the legal right to enter into this Agreement and perform its obligations hereunder;
- (ii) the performance of its obligations and delivery of the Services to Customer (a) will not violate any applicable U.S. laws or regulations, including but not limited to OSHA requirements, privacy laws, and the Computer Fraud and Abuse Act (18 U.S.C. § 1030, et seq.) and state law equivalents (such as California Penal Code Section 502),, or (b) cause a breach of any agreements with any third parties;
- (iii) the information it provided to Customer during the course of the due diligence process, including through any questionnaire, telephone conversation, or email, is true and correct;
- (iv) it has and will maintain all rights, authorizations, and licenses necessary to provide the Services to Customer and to provide all Liftr Insights Technology required under this Agreement or any agreement entered into pursuant to this Agreement without the need for any assignments, releases, consents, approvals, immunities or other rights not yet obtained;
- (v) it will not disclose to Customer any information if the disclosure violates any agreement, contract, or duty to which Liftr Insights is subject to;
- (vi) it will not disclose to Customer any information if Liftr Insights obtains information from another source and knows or reasonably should know that Liftr Insights' use of the information breaches any agreement, contract, or duty to which the source was subject, including a duty the source owed to an earlier source;

(vii) it will not directly or indirectly disclose or communicate to Customer or use in its provision of Services for Customer any information: (1) that may be deemed to be “material nonpublic information” within the meaning of United States federal securities law; (2) that it believes may have been obtained in violation of a legal duty, such as (without limitation) a fiduciary duty or a contractual duty of confidentiality to an employer, individual, or company or (3) that would otherwise restrict Customer’s ability to trade in such securities;

(viii) it will not disclose to Customer any information that is not publicly available without prior written approval from Customer;

(ix) any information that it provides to Customer will be obtained in a manner designed to avoid harm or negative impact to any computers, databases or websites (including by interfering with their operations due to excessive volume of collection requests);

(x) it will not circumvent any technical measures, such as CAPTCHA’s, IP Blocks, or other measures that a third-party has deployed to prevent its activities without prior written approval from Customer;

(xi) it will not engage in any efforts to intentionally mask or obscure the nature of its internet traffic to make it difficult for a third party to identify the IP addresses as originating from Liftr Insights or its representatives or agents, except that Liftr Insights may use IP addresses leased from a netblock owner as long as the netblock owner has means of identifying Liftr Insights as the sole user of those IP addresses and has been instructed to contact Liftr Insights if, at any time, it knows or has reason to know that the activities conducted through those IP addresses are having a harmful or negative material effect on any third party’s websites, computers, or databases;

(xii) it is not currently in receipt of an enforcement-related inquiry from a regulator, government, law enforcement or any similar body;

(xiii) it will modify or suspend its activities if, at any time, it knows or has reason to know that its activities are having a harmful or negative material effect on any third-party’s websites, computers, or databases or the availability of any third-party’s websites, computers, or databases to other third parties;

(xiv) it will immediately suspend any activity that is the subject of a Cease & Desist letter and will notify Customer within seven (7) days of receipt of any such communication;

(xv) it will promptly notify Customer and suspend providing data hereunder if any of the representations become untrue or it discovers any possible breach of any of these covenants; and

(xvi) it acknowledges that Customer and its clients invest in public equities and Customer intends to use the information provided by Liftr Insights pursuant to this Agreement to analyze potential investments in the securities of public companies.

In the event of a breach of the warranties set forth in this Section 6.1, Customer’s sole remedy is termination pursuant to Section 10 of the Agreement.

5.4 Disclaimer of Actions Caused by and/or Under the Control of Third Parties: LIFTR INSIGHTS DOES NOT AND CANNOT CONTROL THE FLOW OF DATA TO OR FROM LIFTR INSIGHTS' NETWORK AND OTHER PORTIONS OF THE INTERNET. SUCH FLOW DEPENDS IN LARGE PART ON THE PERFORMANCE OF INTERNET SERVICES PROVIDED OR CONTROLLED BY THIRD PARTIES. AT TIMES, ACTIONS OR INACTIONS OF SUCH THIRD PARTIES CAN IMPAIR OR DISRUPT CUSTOMER'S CONNECTIONS TO THE INTERNET (OR PORTIONS THEREOF). LIFTR INSIGHTS CANNOT GUARANTEE THAT SUCH EVENTS WILL NOT OCCUR. ACCORDINGLY LIFTR INSIGHTS DISCLAIMS ANY AND ALL LIABILITY RESULTING FROM OR RELATED TO THIRD PARTY ACTIONS OR INACTIONS THAT IMPAIR OR DISRUPT CUSTOMER'S CONNECTIONS TO THE INTERNET (OR PORTIONS THEREOF).

6. Customer Obligations

6.1 Customer Responsibilities

a) General Responsibilities: Customer shall (i) be responsible for each Authorized User's compliance with this Agreement, (iii) use commercially reasonable efforts to prevent unauthorized access to or use of the Services, and notify Liftr Insights promptly of any such unauthorized access or use, and (iv) use the Services only in accordance with the terms of this Agreement and all applicable laws and government regulations.

e) General Restrictions: Customer shall not (a) make the Services available to anyone other than Authorized Users, (b) sell, resell, rent or lease the Services, (c) use the Services to store or transmit infringing, libelous, or otherwise unlawful or tortious material, or to store or transmit material in violation of third-party privacy rights, (d) interfere with or disrupt the integrity or performance of the Liftr Insights Technology or third-party data contained therein, or (e) attempt to gain unauthorized access to the Liftr Insights Technology or any related systems or networks.

6.2 Warranties of Customer

6.3 Compliance with Law and Acceptable Use Policy: Customer agrees that it will use the Service(s) only for lawful purposes and in accordance with this Agreement. Customer will comply at all times with all applicable laws and regulations.

6.4 Unauthorized Use of Services: Customer shall pay Liftr Insights all charges for, bear the entire responsibility for, and bear the risk of loss arising from, any fraudulent or unauthorized use of the Services by Customer or by any third party; except that Customer shall not be responsible for fraudulent or unauthorized use by Liftr Insights or Liftr Insights' employees. Liftr Insights reserves the right, but is not required, to take any and all action it deems appropriate (including blocking access to the Services) to prevent any fraud, unauthorized use, or abuse of the Services. Customer shall not, without the prior written consent of Liftr Insights (which may be withheld in Liftr Insights' sole discretion), resell the Services to any third parties.

7. Limitations of Liability

7.1 Liftr Insights' Liability: Except with respect to Liftr Insights' liability under Section 8 (Indemnification), its breach of its obligations under Section 11.14 (Confidentiality), or its gross negligence or willful misconduct, Liftr Insights' liability to Customer on account of any acts or omissions related to this Agreement or the Services being provided in connection herewith shall

be limited to proven direct damages in an aggregate amount not to exceed the amounts paid by Customer for the Services during the 12-month period preceding the incident giving rise to the claim for damages.

7.2 Customer's Liability: Except with respect to Customer's liability under Section 8 (Indemnification), its breach of its obligations under Section 11.14 (Confidentiality), or its gross negligence or willful misconduct, Customer's liability to Liftr Insights on account of any acts or omissions related to this Agreement or the Services being provided in connection herewith shall be limited to proven direct damages in an aggregate amount not to exceed the amounts paid by Customer for the Services during the 12-month period preceding the incident giving rise to the claim for damages.

7.3 Consequential Damages Waiver: : Except with respect to either party's liability under Section 8 (Indemnification), breach of its obligations under Section 11.14 (Confidentiality), or its gross negligence or willful misconduct, Liftr Insights shall not be liable for indirect, consequential, reliance or special damages, including without limitation damages for lost data, lost profits, costs of procurement of substitute goods or services, loss of goodwill, work stoppage, computer failure or malfunction, or any and all other damages or losses arising from or related to this Agreement and irrespective of whether or not the Customer has been advised of the possibility of such damages. Liftr Insights shall not be liable for damage that the other party may suffer arising out of the use, or inability to use, the Services unless such damage is caused by an intentional act of Liftr Insights. Liftr Insights shall not be liable for unauthorized access to or alteration, theft, loss or destruction of the Customer's network systems, applications, data files, programs, procedures or information through accident, fraudulent means or devices (e.g. Viruses), or any other method, including by Liftr Insights' own negligence. The parties acknowledge that any bandwidth overage fees resulting from such unauthorized access shall be Customer's responsibility.

7.4 Waiver of Consumer Rights: Customer waives its rights under the Deceptive Trade Practices- Consumer Protection Act, Section 17.41 et seq., Business & Commerce Code, a law that gives consumers special rights and protections. After consultation with an attorney of Customer's own selection, Customer voluntarily consents to this waiver. Customer (a) represents and warrants to Liftr Insights that it (i) is acquiring the Services for commercial or business use, (ii) is represented by legal counsel, and (iii) has knowledge and experience in financial and business matters such that enable it to evaluate the merits and risks of this Agreement and is not in a significantly disparate bargaining position with respect to Liftr Insights.

7.5 Basis of the Bargain; Failure of Essential Purpose: The parties acknowledge that Liftr Insights has set its prices and entered into this Agreement in reliance upon the limitations of liability, waivers, and the disclaimers of warranties and damages set forth in this Agreement, and that the same form an essential basis of the bargain between the parties. The parties agree that the limitations and exclusions of liability and disclaimers specified in this Agreement will survive and apply even if found to have failed of their essential purpose.

8. Indemnification

8.1 Indemnification: Each party will indemnify, defend and hold the other harmless from and against any and all costs, liabilities, losses, and expenses (including, but not limited to, reasonable attorney's fees) (collectively, "Losses") resulting from any claim, suit, action, or

proceeding (each, an “Action”) brought by any third party against the other or its affiliates arising out of or related to (i) the infringement or misappropriation of any intellectual property right relating to the delivery or use of the Service(s) (but excluding any infringement contributorily caused by the other party); (ii) personal injury caused by the gross negligence or willful misconduct of the other party; (iii) any violation of or failure to comply with the Acceptable Use Policy, (iv) any breach of Sections 6.1 or 7.2, and (v) any claim, action or proceeding commenced against the party alleging that Liftr Insights or its employees, subcontractors or agents is an employee of Customer, its affiliates, or assignees for any purpose. In addition, Customer will indemnify, defend and hold harmless Liftr Insights, its affiliates and customers from and against any and all Losses resulting from or arising out of any Action brought against Liftr Insights or its affiliates arising out of or related to any damage or destruction caused by Customer, its Representative(s) or designees to the Liftr Insights Supplied Equipment or equipment belonging to other customers of Liftr Insights.

8.2 Notice: Each party’s indemnification obligations hereunder shall be subject to (i) receiving prompt written notice of the existence of any Action; (ii) being able to, at its option, control the defense of such Action; (iii) permitting the indemnified party to participate in the defense of any Action; and (iv) receiving full cooperation of the indemnified party in the defense thereof.

9. Termination

9.1 Termination For Cause: This Agreement may be terminated by written notice of termination: (i) by either party if the other party materially breaches any of its obligations under this Agreement (other than for breaches set forth in the other subsections of this Section 10.1, which breaches shall be governed by such applicable subsections below) and the breach is not substantially cured within 30 days of receipt of notice of such breach (or, if an effort to cure is being diligently pursued, within such time as is reasonably necessary to complete the cure); (ii) by Liftr Insights, if Customer uses the Services in violation of the terms of this Agreement and such violation is not cured within five days of receipt of notice of such violation; (iii) by Liftr Insights, if Customer does not make timely payment of amounts due under this Agreement in accordance with Section 3.3; (iv) by either party if the other party becomes the subject of a voluntary petition in bankruptcy or any voluntary proceeding relating to insolvency, receivership, liquidation, or composition for the benefit of creditors; (v) by either party if the other party becomes the subject of an involuntary petition in bankruptcy or any involuntary proceeding relating to insolvency, receivership, liquidation, or composition for the benefit of creditors, if such petition or proceeding is not dismissed within sixty (60) days of filing; or (vi) by Liftr Insights if Liftr Insights breaches Section 6.1; (each of these events set forth in (i)-(vi) to be considered an “Event of Default”). If this Agreement is terminated by Liftr Insights due to an Event of Default by Customer, Customer shall pay Liftr Insights the Early Termination Fee to compensate Liftr Insights for its losses (and not as a penalty). In addition, Customer agrees to pay Liftr Insights’ reasonable expenses (including attorney and collection agency fees) incurred in the enforcement of Liftr Insights’ rights in the Event of Default by Customer. In the Event of Default by Liftr Insights, Customer may terminate this Agreement without penalty. Customer will, however, remain liable for all charges incurred for Services provided prior to Customer’s termination of this Agreement pursuant to this Section 10.

9.2 Effect of Termination: Upon the effective date of termination of this Agreement (the “Termination Date”): (a) Liftr Insights will immediately cease providing the Service(s); (b) any and all payment obligations of Customer under this Agreement for Service(s) provided through the date of termination will immediately become due; each party will return all Confidential

Information of the other party in its possession and will not make or retain any copies of such Confidential Information except as required to comply with any applicable legal or accounting record keeping requirement.

9.3 Survival: The following provisions shall survive any expiration or termination of the Agreement: Sections 3, 4, 5, 6, 8, 9, 11 (excluding 11.2).

10. Service Level Agreement

10.1 Service Levels: Subject to the limitations set forth in this Section 11, the availability of the Services are set forth in the current SLA or applicable Addendum.

11. Miscellaneous Provisions

11.1 Force Majeure: Except for Customer's obligation to make payments due and owing prior to an event of force majeure, neither party will be liable for any failure or delay in its performance under this Agreement due to any cause beyond its control, including acts of war, acts of God, earthquake, flood, embargo, riot, sabotage, cable cut, vandalism, governmental act, or failure of Customer's Internet Availability through no fault of Liftr Insights (each an "Event of Force Majeure"), provided that the delayed party: (a) gives the other party prompt notice of such cause, and (b) uses its reasonable commercial efforts to promptly correct such failure or delay in performance. If Liftr Insights is unable to provide Service(s) for a period of thirty (30) consecutive days as a result of a continuing force majeure event, Customer may terminate this Agreement or cancel the Service(s) being provided hereunder.

11.2 Marketing: Customer agrees that during the term of this Agreement Liftr Insights may publicly refer to Customer, orally and in writing, as a Customer of Liftr Insights

11.3 Government Regulations: Customer will not export, re export, transfer, or make available, whether directly or indirectly, any regulated item or information to anyone outside the U.S. in connection with this Agreement without first complying with all export control laws and regulations which may be imposed by the U.S. Government and any country or organization of nations within whose jurisdiction Customer operates or does business.

11.4 Definitions

(a) "Addendum" means a Services Order, Statement of Work, or general Addendum to this Agreement which has been properly executed by both parties in accordance with this Agreement.

(b) "Authorized User" shall mean any individual Client authorizes to access or use the Services on Client's behalf in accordance with the terms of this Agreement.

(c) "Confidential Information" is defined in this Agreement Section 11.14.

(d) "Initial Term" means the minimum term for which Liftr Insights will provide the Service(s) to Customer, as defined in Section 2.2. Except as otherwise expressly provided in this Agreement, Liftr Insights is obligated to provide and Customer is obligated to pay for all Service(s) through the Initial Term and any Renewal Term.

(e) “Internet Availability” means the ability to successfully transmit data packets.

(f) “Liftr Insights Technology” means Liftr Insights’s proprietary technology, including Liftr Insights Services, software tools, hardware designs, algorithms, software (in source and object forms), user interface designs, architecture, class libraries, objects and documentation (both printed and electronic), reports, data, network designs, know-how, trade secrets and any related intellectual property rights throughout the world (whether owned by Liftr Insights or licensed to Liftr Insights from a third party) and also including any derivatives, improvements, enhancements or extensions of Liftr Insights Technology conceived, reduced to practice, or developed during the term of this Agreement by either party that are not uniquely applicable to Customer or that have general applicability in the art.

g) “Professional Services” means any professional or consulting service provided by Liftr Insights to Customer as more fully described in the Addendum.

(h) “Renewal Term” means any service term following the Initial Term.

(i) “Service(s)” means the specific service(s) provided by Liftr Insights as described on the Addendum.

(j) “Service Commencement Date” means the date Liftr Insights will begin providing the Service(s) to Customer.

(k) “Service Level Agreement” or “SLA” means the agreements as outlined in any applicable Addendum.

(l) “Services Order” means a Services Order executed by both Customer and Liftr Insights on or after the date of this Agreement.

(m) “Work” means any tangible deliverable provided by Liftr Insights to Customer as described in the Addendum for any Professional Service.

11.5 Non-Solicitation

(a) The Parties agree that, for as long as the Parties are subject to this Agreement and for twelve (12) months following termination of this Agreement, neither Party will solicit for employment or assist any other employee, contractor, Affiliates, entity or person in soliciting for employment or hiring any employee or contractor of the other Party who is or who is hereafter employed or engaged by said Party who currently has or had in the past direct involvement under any part of this Agreement. For purposes of this Agreement, with respect to any entity, “Affiliate” means any entity that directly or indirectly controls, is controlled by or is under common control with that entity.

(b) Except as expressly permitted by this Agreement, the Parties shall not, during the term of this Agreement or at any time following termination of this Agreement, make use of any list of the other Party’s customers or otherwise divulge any trade secrets or other Confidential Information of the other Party without the express written consent of said Party. Further, the Parties shall not urge any End User of the other Party to discontinue, in whole or in part, such relations or business with said Party, or discourage the continuation thereof.

(c) In the event of a violation by either Party of any of the prohibitions set forth in subparagraphs (a) and (b) above, the other Party may immediately and irrevocably terminate the Agreement.

11.6 Credit Approval: The provision of Services is contingent upon Liftr Insights' credit approval of Customer. Upon Liftr Insights' request, Customer shall provide Liftr Insights a credit application to allow Liftr Insights to obtain a credit report on Customer and shall submit to Liftr Insights such other financials reasonably requested by Liftr Insights to ascertain Customer's financial and business circumstances

11.7 No Third Party Beneficiaries: Liftr Insights and Customer agree that, except as otherwise expressly provided in this Agreement, there shall be no third party beneficiaries to this Agreement, including but not limited to the insurance providers for either party or the Customers.

11.8 Governing Law; Venue; Waiver of Jury Trial: This Agreement has been negotiated, executed and delivered at, and shall be deemed to have been made in Texas. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Texas, without reference to choice of law or conflict of laws principles that direct the application of the laws of a different state and the application of that law known as the United Nations Convention on the International Sale of Goods. The parties will endeavor to settle amicably by mutual discussions any disputes, differences, or claims whatsoever related to this Agreement. Notwithstanding the foregoing, the parties agree that any litigation regarding this Agreement must take place solely in the courts located in Travis County, Texas, and all parties consent to personal jurisdiction in the federal and state courts located in Travis County, Texas for the determination of any such issues or disputes. Customer and Liftr Insights each hereby agree to irrevocably waive its right to trial by jury in all disputes related to this Agreement or the Services.

11.9 Severability; Waiver: If any provision of this Agreement is held by final judgment of a court of competent jurisdiction to be invalid, illegal, or unenforceable, such invalid, illegal or unenforceable provision shall be severed from the remainder of this Agreement, and the remainder of this Agreement shall be enforced. In addition, the invalid, illegal or unenforceable provision shall be deemed automatically modified, and, as so modified, to be included in this Agreement, such modification being made to the minimum extent necessary to render the provision valid, legal and enforceable. Notwithstanding the foregoing, however, if the severed or modified provision concerns all or a portion of the essential consideration to be delivered under this Agreement by one party to the other, the remaining provisions of this Agreement shall also be modified to the extent necessary to equitably adjust the parties' respective rights and obligations hereunder. The waiver of any breach or default of this Agreement will not constitute a waiver of any subsequent breach or default, and will not act to amend or negate the rights of the waiving party.

11.10 Assignment: Customer may not assign its rights or delegate its duties under this Agreement either in whole or in part without the prior mutual agreement of Liftr Insights and the customer and any attempted assignment or delegation without mutual agreement will be void. Liftr Insights may assign this Agreement in whole or part. Liftr Insights also may delegate the performance of certain Services to third parties, including Liftr Insights' wholly owned subsidiaries, provided Liftr Insights controls the delivery of such Services to Customer and remains responsible to Customer for the delivery of such Services. This Agreement will bind and inure to the benefit of each party's successors and permitted assigns.



11.11 Notice: All notices, consents and other communications under this Agreement shall be in writing and shall be deemed to have been received on the earlier of the date of actual receipt or the third business day after being sent by United States certified mail, return receipt requested, properly addressed and postage prepaid. Unless the address for notice and billing is otherwise stated in the Addendum, Liftr Insights' address for Legal Notice is 1601 Rio Grande St #500, Austin, TX 78701, Attn: Legal and Liftr Insights' address for Accounting and Billing is 1601 Rio Grande St #500, Austin, TX 78701, Attn: Accounting.

11.12 Billing, Technical, and Contact Information: Customer is responsible for ensuring Liftr Insights maintains complete, accurate and up-to-date Customer billing, technical support, and general contact information, including phone number, e-mail address, and postal mailing address. Customer's failure to notify Liftr Insights of Customer's updated billing, technical support and contact information shall not excuse any of Customer's obligations hereunder, and unless otherwise notified by Customer, in writing, of Customer's new contact information, Liftr Insights shall be permitted to rely on such contact information submitted to Liftr Insights in connection with the execution of this Agreement or in connection with an Addendum (including, without limitation, for purposes of exercising any of the remedies set forth in Section 3.2 above).

11.13 Relationship of Parties: Liftr Insights and Customer are independent contractors and this Agreement will not establish any relationship of partnership, joint venture, employment, franchise or agency between Liftr Insights and Customer. Neither Liftr Insights nor Customer will have the power to bind the other or incur obligations on the other's behalf without the other's prior written consent, except as otherwise expressly provided herein.

11.14 Confidentiality: The parties agree that "Confidential Information" means any information disclosed by the disclosing party to the receiving party, either directly or indirectly, in writing, orally or by inspection of tangible objects (including without limitation documents, prototypes, samples, plant and equipment, customer lists or other customer information not known to the public), which is designated as "Confidential", "Proprietary" or some similar designation, or is the type of information which should be reasonably be recognized as Confidential or Proprietary. Confidential Information shall not, however, include any information which (i) is already publicly known and generally available in the public domain at the time of disclosure by the disclosing party; (ii) becomes publicly known and generally available after disclosure by the disclosing party to the receiving party through no act or omission of the receiving party; (iii) is already in the possession of the receiving party at the time of disclosure by the disclosing party, as evidenced by the receiving party's contemporaneous written records; (iv) is obtained by the receiving party from a third party without a breach of such third party's obligations of confidentiality; or (v) is independently developed by the receiving party without use of or reference to the disclosing party's Confidential Information. For the avoidance of doubt, any reports or data provided by Liftr Insights to Customer shall not constitute Confidential Information but will be governed by the license and use restrictions imposed by Section 4.2. All Confidential Information disclosed by either party to the other pursuant to this Agreement is and will be disclosed to it in confidence solely for its use in its performance hereunder. Each party agrees to keep such information secret and confidential indefinitely and not to disclose it to any other person or use it during the term of this Agreement or after its termination except in carrying out its obligations hereunder or in response to obligations imposed by law or order of a court or regulatory body.

11.15 Modification by Regulatory Authorities & Liftr Insights: The rates, terms, and conditions for some Services provided pursuant to the Agreement may be subject to Liftr Insights' Tariffs or

similar documents on file with a regulatory authority. Tariffs are subject to change at Liftr Insights' discretion and without Customer's consent, in accordance with requirements of the applicable regulatory agency. The Agreement shall at all times be subject to modification as necessary to incorporate any changes, revisions or modifications that the Federal Communications Commission or the applicable public utilities commission or other applicable regulatory authority may, from time to time, direct in the exercise of its jurisdiction, or to pass on the Customer any charges or fees a regulatory authority imposes on Liftr Insights or authorizes other carriers and providers to charge Liftr Insights for services provided by Liftr Insights to Customer. In the event that actions of a regulatory authority result in a material modification to the Agreement, any adversely affected Party may terminate the Agreement, without liability, upon thirty (30) days' notice to the other Party. Such notice shall be provided no later than sixty (60) days after the effective date such modification. Liftr Insights may reasonably modify or discontinue any Service upon thirty (30) days' notice to the Customer.

11.16 Entire Agreement; Non-Reliance, Counterparts: This Agreement, each Addendum and all documents incorporated herein by reference, constitutes the complete and exclusive agreement between the parties with respect to the subject matter hereof, and supersedes and replaces any and all prior or contemporaneous discussions, negotiations, understandings and agreements, written and oral, regarding such subject matter. Customer has not relied on any statement or other representation of Liftr Insights in entering into this Agreement other than as expressly provided in this Agreement. Any additional or different terms in any purchase order or other response by Customer shall be deemed objected to by Liftr Insights without need of further notice of objection, and shall be of no effect or in any way binding upon Liftr Insights. This Agreement may be executed in two or more counterparts, each of which will be deemed an original, but all of which together shall constitute one and the same instrument. Once signed, any reproduction of this Agreement made by reliable means (e.g., photocopy, facsimile) is considered an original. This Agreement may be changed only by a written document signed by authorized representatives of Liftr Insights and Customer in accordance with this Section 11.16. For purposes of this Agreement, the term "written" means anything reduced to a tangible form by a party, including a printed or hand-written document, e-mail or other electronic format, and the term "signed" shall include any electronic signature recognized as such by the laws of the United States of America and the State of Texas.

11.17 Interpretation of Conflicting Terms: In the event of a conflict between or among the terms in this Agreement, an Addendum and its exhibits, and any other document made a part hereof, the documents shall control in the following order: the applicable Addendum, this Agreement and other documents related to this Agreement.

11.18 Arbitration: In the event of a dispute between the Parties arising from or relating to this Agreement, including, without limitation, construction, interpretation, implementation, or enforcement of this Agreement or the performance or breach of any provision in this Agreement, the Parties shall meet and confer in good faith to resolve such dispute. In the event such efforts do not resolve the dispute within fifteen (15) days from the date the dispute arises and either or both Parties are unwilling to continue negotiations, either Party may demand arbitration by the American Arbitration Association, before one arbitrator, engaged in the practice of law under its then existing Commercial Arbitration Rules, such arbitration to be final, conclusive, and binding. No person may be appointed as an arbitrator unless he or she is independent of the applicant and respondent, is skilled in the subject matter of the dispute and is not directly or indirectly carrying on or involved in a business

11.19 CONFLICTS OF INTEREST

(a) In performing the required Services under this Agreement, it is Partner's responsibility to avoid: (i) any actual or apparent conflict between Partner's duties or obligations to other parties and such duties and obligations assumed under this Agreement and (ii) disclosure of information which would, or would appear to, violate such duties and obligations to third parties.

(b) It is agreed that, if subsequent to the execution of this Agreement, Partner finds that a conflict develops because of a relationship created or intended to be created between Partner and any third party, Partner shall immediately notify Liftr Insights who shall have the right, at its sole discretion, to immediately terminate (and have no further obligations in relation to) this Agreement or the appropriate Addendum(s).