

Terms of Service

Introduction

SNI provides Fulcrum through the Site, mobile applications and certain APIs, among other things, and SNI also makes available the Products, which collectively enable Customer to perform field data collection on mobile devices and to store Subscriber Content. Fulcrum may also include installation and operation of one or more downloadable software applications from SNI intended for integrated use with Fulcrum.

Customer would like to use Fulcrum. SNI is willing to grant a non-exclusive license to use Fulcrum, subject to the Terms.

Customer would like to place an Order. The Order references the Terms. The Customer may have previously placed an Order to which previous versions of the Terms were attached. From time to time, Customer and SNI may agree to additional Orders or SOWs.

Agreement

1. **Definitions.** Capitalized terms below have the respective meanings set forth below or set forth in these Terms:

- 1.1. **“Account”** means the account of Customer that is the master account used by Customer to access Fulcrum.
- 1.2. **“Affiliate”** means any entity that directly or indirectly controls, is controlled by, or is under common control with a Party, solely during the period of such control, where “control” means direct or indirect ownership of more than fifty percent (50%) of the voting interests of such entity or the right to otherwise direct the management or policies of such entity.
- 1.3. **“Add-on Feature”** means any additional feature that Customer requests that SNI develop.
- 1.4. **“Agreement”** means, collectively, these Terms, together with all Orders and SOWs between Customer and SNI.
- 1.5. **“API”** means any application programming interface made available by SNI in connection with Fulcrum.
- 1.6. **“Average Number of Users”** means, with respect to any Order Term, the average number of Users that is permitted during any part of such Order Term.
- 1.7. **“Block”** means a number of hours of Professional Services that Customer agrees to buy in advance of provision of such Professional Services.
- 1.8. **“Customer Content”** means any data of Customer that is entered into Fulcrum by Customer or any User.
- 1.9. **“Deliverable”** means any item or deliverable provided to Customer as a part of the Services, other than any Add-on Feature or any Output.
- 1.10. **“Documentation”** means the current technical and user documentation for Fulcrum, as SNI may make available on the Site from time to time. The Documentation may be modified from time to time.
- 1.11. **“Fees”** means the Subscription Fees and Professional Services Fees, collectively.
- 1.12. **“Freemium Order”** means an Order that (a) is expressly described by SNI as being made at no charge to Customer; and (b) is not a Trial Order. A Freemium Order may be placed online or offline.
- 1.13. **“Freemium Period”** means the period commencing on when the applicable Freemium Order is placed and continuing until the earliest of (a) the date on which SNI ceases to make available the Freemium Product; (b) the date on which SNI terminates the applicable Freemium Order in accordance with Section 11; or (c) the date on which Customer places an Order for any Product other than the Freemium Product.
- 1.14. **“Freemium Product”** means the freemium version of the Fulcrum application offered by SNI for freemium use from time to time, that does not include any Optional Services or Add-on Features and does include such limitations on the number of types of Users and features or functionalities of the Fulcrum application as SNI may determine from time to time.

1.15. "Fulcrum" means, collectively, the Site, the Products, any Optional Services, any applicable mobile application made available by SNI from time to time and the software as a service offering of SNI that enables use of the Site, the Products and any Optional Services.

1.16. "Initial Order" means the first Order entered into by SNI and Customer, whether or not on the Previous Terms.

1.17. "Initial Order Term" means, with respect to an Order, the period commencing on the Order Effective Date set forth on such Order and ending on the date that is the number of months set forth as the Initial Order Term duration on such Order after the Order Effective Date, except that, in the case of any Customer that has reached the end of a Trial Period without cancelling the applicable Trial Order, the Initial Order Term shall commence on the first day after the last day of the Trial Period and shall continue until the date that is twelve (12) months thereafter.

1.18. "Law" means any declaration, decree, directive, legislative enactment, order, common law, ordinance, regulation, rule, guideline, guidance or other binding restriction or requirement of or by any governmental authority, as may be amended or replaced from time to time.

1.19. "Maintenance Window" means each period commencing at 8 pm Eastern Time on Friday until 11 pm Eastern Time on Friday, as may be reasonably shortened or extended by SNI from time to time.

1.20. "Maximum Number of Users" means, with respect to any Order Term, the maximum number of Users that is permitted during any part of such Order Term.

1.21. "Optional Services" means any service, other than Professional Services, that is not part of the standard offering of SNI, which may include additional data storage.

1.22. "Order" means (a) an ordering document, whether on SNI's website or a paper copy; (b) for any Customer that licenses any Trial Product, the terms set forth in Section 2.4; or (c) for any Customer that licenses any Freemium Product, the terms set forth in Section 2.5, in each case, (a)-(c), pursuant to which Customer licenses Fulcrum or obtains Fulcrum.

1.23. "Order Term" means any Trial Period, Freemium Period, Initial Order Term and any Renewal Order Term, collectively.

1.24. "Output" means any report or analytical output created by Customer using Fulcrum.

1.25. "Party" means each of SNI and Customer, and together they are the "Parties".

1.26. "Personal Information" or "PI" means any of the following information provided by or on behalf of Customer to SNI: (a) any information that identifies or can reasonably be used to identify any individual or that can be reasonably associated or linked to any individual, such as first and last name, social security number or other government issued number or identifier, date of birth, home or other physical address, e-mail address or other online contact information, IP address, geolocation data, telephone number, financial account number, credit or debit card number, biometric data, mother's maiden name or any other personally identifiable information; (b) personally identifiable financial, health or insurance information; (c) any unique persistent identifier associated with an individual or a networked device, including a customer number held in a cookie, a user ID, an advertising ID, a browser fingerprint, a processor serial number, a device serial number, or any other number that uniquely identifies a particular telecommunications device, processor or computer; (e) any information that is treated as personal information or its equivalent by an applicable privacy or data security Law; or (f) any other information relating to an individual that is combined with any information in clause (a) of this definition.

1.27. "Previous Terms" means any version of the Terms that was attached to any Order.

1.28. "Product" means any product or service identified on an Order as a product to be provided by SNI.

1.29. "Professional Services" means any implementation, installation, training, consulting, custom development or other professional services provided by SNI to Customer under the Agreement.

1.30. "Professional Services Fees" means the amount specified or calculated to be the "Professional Services Fees" on each Order or SOW.

1.31. "Renewal Order Term" means, with respect to an Order, the period commencing at the end of the Initial Order Term or any previous Renewal Order Term, as applicable, for such Order and ending on the date that is the number of months set forth as the Renewal Order Term duration on such Order after the end of the Initial Order Term or the most recent previous Renewal Order Term, as applicable, except that, in the case of (a) any Customer that has reached the end of the Initial Order Term for a Trial Order without cancelling such Trial Order, the "Renewal Order Term duration" for such Order shall be deemed to be twelve (12) months; and (b) any Customer that has entered into an Order for a month-to-month subscription and such Customer has been a party to such Order for twelve (12) months, the "Renewal Order Term duration" for such Order shall be deemed to be twelve (12) months unless otherwise agreed to by SNI in writing.

1.32. “Sensitive Information” means an individual’s social security number, precise geolocation information, genetic information, biometric information, health information, financial account number, other financial information, or any other category of information that is regulated as a “special category of data”, “sensitive data”, or “sensitive personal information” under any applicable Data Protection Law (as defined in the Data Processing Agreement).

1.33. “Services” means Products, Optional Services and Professional Services, collectively.

1.34. “Site” means the fulcrumapp.com website.

1.35. “SOW” or “Statement of Work” means any statement of work between the Parties, which the Parties may agree to and execute from time to time.

1.36. “Standard Price” means, with respect to an Order that is on a User Month basis, the price indicated as the “Standard Price” on such Order.

1.37. “Subscription Fee” means (a) the amount specified as “Total Monthly Price” or “Total Annual Price” (as applicable) on each Order and includes fees for both the Subscription Services and Optional Services set forth on such Order; or (b) the amount calculated in accordance with Section 2.4 for any license that converts from a license to a Trial Product, in each case, (a) or (b), as well as any additional amount in the event that Customer exceeds the number of Users set forth on the applicable Order or, for any license that converts from a license to a Trial Product, the maximum number of Users calculated in accordance with Section 2.4(d).

1.38. “Support” means such support as described in Section 5.5 of these Terms.

1.39. “Terms” means these terms under which SNI provides any Services, referenced in the Initial Order, and which shall govern each Order or SOW, subject to Section 2.1 of these Terms.

1.40. “Third Party” means any person or entity other than a Party or any Affiliate of a Party.

1.41. “Trial Order” means an Order that (a) is placed by clicking through an online form on web.fulcrumapp.com and (b) such Order is subject to a Trial Period.

1.42. “Trial Period” means the trial period set forth on the online form to place a Trial Order.

1.43. “Trial Product” means the standard version of the Fulcrum application offered by SNI for trial use from time to time, and does not include any Optional Services or Add-on Features.

1.44. “User” means an individual authorized by Customer to use the applicable Product in accordance with an Order regardless of whether the individual is actively using such Product at any given time.

1.45. “User Months” means the number of Users multiplied by the number of whole calendar months (rounded up).

2. General; Orders; SOWs; License.

2.1. Orders, SOWs. Subject to the terms of the Agreement, Customer may use Products or Optional Services and use Fulcrum pursuant to any Order. Each Order shall reference these Terms. Each Order shall be in the form set forth in Exhibit A, except as may otherwise be agreed to by the Parties, which may include in respect of any Order described in Section 2.6. Subject to the terms of these Terms and the terms of the applicable SOW, Customer may purchase Professional Services pursuant to any SOW. Each SOW shall reference these Terms. Each SOW shall be in the form set forth in Exhibit B, except as may otherwise be agreed to by the Parties. Any conflict between the terms of an Order or an SOW and these Terms will be resolved in favor of such Order or SOW, only if and to the extent expressly referencing these Terms and the intended change, and only as to such Order or SOW. Any terms which may appear as pre-printed language or otherwise be on, attached to or inserted within any order form, quote, invoice, bill or other form or document issued by Customer shall be of no force or effect even if such form or document is accepted by SNI. Any Affiliate of Customer may place any Order or agree to any SOW under this Agreement, in which case such Affiliate shall be bound to these Terms. Any Order or SOW is only effective once executed by the Parties. Each Order or SOW shall be deemed to incorporate the terms of these Terms, subject to this Section 2.1.

2.2. Updates to the Terms. SNI may, from time to time, update these Terms, including any Exhibit thereto. SNI will use reasonable efforts to provide Customer with at least fourteen (14) days’ notice prior to any update to these Terms. At the end of such notice period, the updated Terms shall be applicable to all Orders. In the event that the update to the Terms materially and adversely impact Customer’s rights, Customer may provide notice to SNI during such notice period, and, in the event that SNI agrees that the Terms materially and adversely impact Customer’s rights, the version of the Terms prior to such updated Terms shall continue to govern any then-active Order until the next Renewal Term of such Order, after which such Order shall be governed by the then-current version of the Terms. In the event that Customer entered into any Order governed by the

Previous Terms, such Order will be governed by these Terms on or after the date that such Order enters a Renewal Term or Customer enters into any other Order.

2.3. General License. Subject to the terms of the Agreement including payment of all Fees due under the Agreement, SNI hereby grants to Customer, during the relevant Order Term, a limited, non-exclusive, non-transferable license, without the right to sublicense, to access and use (a) the Products set forth on the applicable Order; (b) Optional Services if Customer subscribes to Optional Services; and (c) any Add-on Features as set forth in Section 5.3, in each case, in accordance with the Documentation, including to generate, use, reproduce and display Output, solely for Customer's internal business purposes and not for the benefit of any other person or entity. Additional terms of authorized use are as set forth in each applicable Order, and may include, for example, limitations on the number of Users, in which case Customer shall not use more than the number of User licenses purchased. In the event that Customer uses more than the number of User licenses purchased, SNI may invoice Customer for additional Subscription Fees at the rate per User for the applicable Product multiplied by the difference between the maximum number of Users that used such Product and the number of User licenses purchased by Customer for the remainder of the applicable Order Term, subject to Section 2.6, and Customer shall pay such Subscription Fees. Customer understands that SNI may update Fulcrum from time to time. Notwithstanding the foregoing, (a) this Section 2.3 shall not apply to any Trial Order and the license set forth in Section 2.4 shall apply instead; and (b) this Section 2.3 shall not apply to any Freemium Order and the license set forth in Section 2.5 shall apply instead.

2.4. Trial License.

(a) In the event that Customer has placed a Trial Order, subject to the terms of the Agreement, SNI hereby grants to Customer, during the Trial Period, a limited, non-exclusive, non-transferable license, without the right to sublicense, to access and use the Trial Product in accordance with the Documentation, including to generate, use, reproduce and display Output, solely for Customer's internal business purposes and not for the benefit of any other person or entity, subject to any limitation on the number of Users that SNI may impose from time to time by providing notice (which may be a generalized email or other generalized means that includes Customer) of such limitation.

(b) During the Trial Period, NOTWITHSTANDING ANY OTHER PROVISION OF THE AGREEMENT, THE TRIAL PRODUCT IS PROVIDED "AS-IS" AND "AS-AVAILABLE", WITHOUT WARRANTIES OF ANY KIND. Except as set forth above in this Section 2.4 or as otherwise set forth in the Agreement, the Trial Product is subject to all other terms and conditions of the Agreement.

(c) On the last day of the Trial Period, unless Customer provides notice of cancellation to SNI prior thereto, Customer's license will automatically convert to a standard license to the Product, which shall be subject to the terms of Section 2.3, and SNI may charge Customer's payment method for the Fees for a duration equal to the Initial Order Term at SNI's then-standard rates for such Product, such duration and the maximum number of Users that have used such Product during the Trial Period.

(d) The following terms shall apply during any Initial Order Term or Renewal Order Term that follows the Trial Period, in accordance with Section 2.4(c), except as may otherwise be agreed to by the Parties (such as in an Order): (i) Customer may request an increase to the number of User licenses for any Product by providing notice to SNI, and SNI will invoice Customer for additional User licenses pro-rated for the remainder of the Initial Order Term or Renewal Order Term, as applicable; (ii) Customer may provide notice at least thirty (30) days before the then-current expiration of the Order Term if Customer does not want the next Renewal Order Term to commence; (iii) for the purpose of Section 6.2, the commitment period shall be equal to the length of the Initial Order Term or Renewal Order Term, as applicable; (iv) SNI may increase the Fees for any Renewal Order Term by providing notice to Customer at least sixty (60) days before the then-current expiration of the Order Term; and (v) on the first day of any Renewal Order Term, SNI may charge Customer's payment method for a duration equal to the Renewal Order Term at SNI's then-standard rates for such Product, such duration and the maximum number of Users that have used the applicable Product during the then-previous Initial Order Term or Renewal Order Term, as applicable.

2.5. Freemium License.

(a) In the event that Customer has placed a Freemium Order, subject to the terms of the Agreement, SNI hereby grants to Customer, during the Freemium Period, a limited, non-exclusive, non-transferable license, without the right to sublicense, to access and use the Freemium Product in accordance with the Documentation, including to generate, use, reproduce and display Output, solely for Customer's internal business purposes and not for the benefit of any other person or entity, subject to any limitation on the number of Users that SNI may impose from time to time by providing notice (which may be a generalized email or other generalized means that includes Customer) of such limitation.

(b) During the Freemium Period, NOTWITHSTANDING ANY OTHER PROVISION OF THE AGREEMENT, THE FREEMIUM PRODUCT IS PROVIDED "AS-IS" AND "AS-AVAILABLE", WITHOUT WARRANTIES OF ANY KIND. Except as set forth above in this Section 2.5 or as otherwise set forth in the Agreement, the Freemium Product is subject to all other terms and conditions of the Agreement.

(c) In the event that Customer does not enter any Customer Content into the Freemium Product for a period of sixty (60) days, SNI may terminate the Freemium Order at any time by providing notice (which may be by email) to Customer. In the event of any such termination, Customer agrees that SNI may delete any Customer Content at any time and with no obligation to Customer, notwithstanding anything to the contrary herein, including Section 11.4.

(d) In the event that Customer places an Order that is not for the Freemium Product, SNI shall convert Customer's service from the Freemium Product to the Product specified in the applicable Order and shall use commercially reasonable efforts to promptly transition any Customer Content from the Freemium Product to such Product.

(e) Freemium Orders will generally be placed through an online form on www.fulcrumapp.com, but a Freemium Order may be placed through other methods made available by SNI from time to time.

2.6. Certain Types of Orders.

(a) Customer may enter into an Order that provides for a monthly billing cycle, including by signing up for Fulcrum service online through SNI's website. Unless otherwise agreed to in writing by SNI, a monthly billing cycle applies during the Initial Order Term for such an Order and continues to apply until twelve (12) months after Customer first entered into such Order, after which the billing cycle automatically converts to an annual billing cycle and the Renewal Order Term duration shall be as set forth in the definition of Renewal Order Term. Through an online sign up, Customer may instead sign up for an annual billing cycle, in which case the Initial Order Term and Renewal Order Term shall each be for twelve (12) months for the number of Users specified by Customer at the time of such sign up.

(b) Customer may enter into an Order that provides for automatic increases in the number of Users at predefined times. (For example, an Order might provide for 10 User licenses until the end of May and then 15 User licenses starting on June 1st.) In the event that Customer enters into such an Order, Customer shall be entitled to the applicable number of User licenses for the applicable Product during each applicable portion of the applicable Order Term, and the maximum number of User licenses during the Initial Order Term shall automatically apply to any Renewal Order Term unless otherwise agreed to by the Parties. In the event that Customer uses more than the number of User licenses purchased, SNI may invoice Customer for additional Subscription Fees at the rate per User for the applicable Product multiplied by the difference between the maximum number of Users that used such Product and the number of User licenses purchased by Customer for the shorter of the period until the next increase in the number of User licenses purchased by Customer that exceeds the usage by Customer of User licenses or the remainder of the applicable Order Term, and Customer shall pay such Subscription Fees.

(c) Customer may enter into an Order that provides for (i) a Maximum Number of Users during the applicable Order Term and (ii) an Average Number of Users. In the event that Customer uses more than the Maximum Number of Users during such Order Term (calculated by reference to the number of Users using the applicable Product at any time during each calendar month), SNI may invoice Customer, at any time following the end of the first month in which Customer used in excess of the number of the Maximum Number of Users, for the appropriate additional number of Users above the Maximum Number of Users at SNI's Standard Price per User Month and Customer shall promptly pay such invoice. In the event that Customer uses more than the Average Number of Users, without exceeding the Maximum Number of Users, as calculated with two (2) calendar months remaining in the then-current Order Term (but including the last two (2) months of the then-preceding Order Term, if any), SNI may invoice Customer, at any time thereafter, for the appropriate additional number of Users above the Average Number of Users at SNI's Standard Price per User Month multiplied by the number of months of the applicable Order Term and Customer shall promptly pay such invoice. In the event that Customer uses more than the Maximum Number of Users at any time during such Order Term, SNI may adjust the Subscription Fee to account for such higher-than-expected usage and invoice Customer accordingly for the remainder of the applicable Order Term and Customer shall promptly such invoice. In the event that Customer uses less than the Maximum Number of Users and Average Number of Users during an Order Term, SNI may assess Customer's usage and suggest changes to the parameters of Customer's Order for the next following Renewal Term, which shall only be effective if agreed to by Customer. Otherwise in such event, each Renewal Order Term shall automatically renew with the same number of Maximum Number of Users and Average Number of Users as the then-previous Order Term. In the event that Customer uses more than the Maximum Number of Users during an Order Term (whether pricing was adjusted during such Order Term or a true up at the end was made for the higher number of Maximum Number of Users) or Customer uses more than the Average Number of Users during an Order Term, then SNI shall propose via email to Customer the Maximum Number of Users, Average Number of Users and Subscription Fees prior to the start of the next following Renewal Order Term, and Customer's Order shall automatically renew for such Renewal Order Term unless objected to by Customer in writing to SNI prior to the start of such Renewal Order Term.

(i) By way of example, in the event that Customer agreed to 60 Maximum Number of Users and 50 Average Number of Users during a twelve (12) month Order Term and uses 70 Users in month three, SNI would have the right to invoice Customer for the 10 extra Users starting in month three until the end of the Order Term. The Order would automatically renew at 70 Maximum Number of Users for the next following Renewal Order Term.

(ii) By way of another example, in the event that Customer agreed to 60 Maximum Number of Users and 50 Average Number of Users during a twelve (12) month Order Term and uses an Average Number of Users of 55 during each of the first 10 months of such Order Term, SNI would have the right to invoice Customer for the excess above the Average Number of Users. The Order would automatically renew at 55 Average Number of Users for the next following Renewal Order Term.

(iii) By way of another example, in the event that Customer agreed to 60 Maximum Number of Users and 50 Average Number of Users during a twelve (12) month Order Term and uses 55 Users during the first five (5) months and 45 Users during the second five (5) months, there would be no additional invoice from SNI and no automatic adjustment of the Maximum Number of Users or Average Number of Users for the next following Order Term.

2.7. Copies. Customer may make a reasonable number of copies of the Documentation solely for back up or disaster recovery purposes. Customer shall reproduce all copyright, trademark, trade secret and other proprietary notices in such copies. Customer may not make a copy of any aspect of Fulcrum other than the Documentation.

2.8. Accounts. To use Fulcrum, Customer must register for an Account. Each User must register and create a sub-account as part of Customer's Account (each, a "Sub-Account") to be able to use Fulcrum or collaborate and share Customer Content. Each User may use Fulcrum on the mobile device of such User. Each User must have a separate Sub-Account for such User. Customer shall not permit any User to share any Sub-Account with any other User. Customer shall safeguard the username and password for the Account, and shall require each User to safeguard the username and password for each Sub-Account, and Customer shall promptly notify SNI in the event of a breach of the Account of Customer or any Sub-Account of any User and comply with SNI's reasonable instructions in relation thereto. Customer is responsible for any action or omission that occurs under the Account of Customer or any Sub-Account of any User.

2.9. API; API Usage. SNI has the right to change the API from time to time. SNI shall use commercially reasonable efforts to provide Customer with reasonable advance notice of any material change to the API. Customer is responsible for ensuring that calls or requests to Fulcrum, including the API, are compatible with the current API. SNI will use commercially reasonable efforts to avoid changes to the API that are not backwards compatible. When Customer uses any API, such usage is based on the Account's unique API key, and the API key is used for all Sub-Accounts as well. Customer is responsible maintaining the security of the API key for Customer. Customer is responsible for any action or omission that occurs under the API key of Customer. SNI may impose limitations on Customer's usage of any API, from time to time, for load-balancing, security or other reasons.

2.10. Third-Party Software. Fulcrum uses third-party software to provide certain functionalities, including maps, as may be updated by Fulcrum from time to time. By using Fulcrum, Customer agrees to comply with the terms of service, end user license agreement or other relevant agreement in relation to such third-party software. Upon Customer's request, SNI shall make available a list of all third-party software then included as part of Fulcrum.

3. **Usage Limitations and Requirements.**

3.1. Maintenance Windows. Customer agrees that Fulcrum may not be available during any Maintenance Window.

3.2. IP- or Computation-Related Limitations. Customer shall not, directly or indirectly, and shall not allow any Affiliate or Third Party to: (a) decompile, disassemble, translate, reverse engineer or otherwise attempt to derive source code or any underlying algorithm or idea from Fulcrum; (b) circumvent or violate any technical restriction of Fulcrum; (c) make any copies of Fulcrum or any portion thereof or any Documentation, except as otherwise authorized in Section 2.3; (d) disclose Fulcrum or any portion thereof, or any Documentation to any Third Party; (e) sublicense, rent, lease, lend or host Fulcrum to or for any Third Party; (f) attempt to unlock or bypass any initialization system, encryption method or copy protection devices in Fulcrum; (g) alter, remove or obscure any patent, trademark or copyright notice in Fulcrum or any Documentation; (h) use components of Fulcrum independent of Fulcrum; (i) use any Confidential Information of SNI to contest the validity of any intellectual property of SNI; (j) publish or disclose to any third party any evaluation of the Platform; (k) interfere with or disrupt the integrity or performance of the Platform; (l) interfere with or damage Fulcrum, including through the use of any virus, bot, Trojan horse, harmful code, flood ping, denial of service attack, packet or IP spoofing, forged routing, forged electronic mail address information, means to reproduce or circumvent the navigational structure or presentation of Fulcrum or its contents, or any other similar method or technology; or (m) use any robot, spider, site search/retrieval application or other automated means to access, retrieve, scrape or index any portion of Fulcrum.

3.3. Use Limitations. Customer shall not, directly or indirectly, and shall not allow any Affiliate or Third Party to, in connection with use of Fulcrum: (a) violate any applicable Law; (b) infringe the rights of any third party, including intellectual property, privacy or contractual rights; (c) use information obtained through Fulcrum for any unauthorized, improper, or illegal purpose; (d) use Fulcrum (i) to collect, transmit, distribute, post, or submit any unauthorized Personal Information concerning any person (including any photograph, personal contact information, or numbers of credit, debit or calling cards or accounts); (ii)

to collect, transmit, distribute, post, or submit any Sensitive Information; or (iii) to track an individual; (e) use Fulcrum in connection with the distribution of unsolicited commercial email (“spam”) or any advertisement; (f) stalk or harass any person; (g) collect any information about any other user other than as customarily arises in the course of permitted use of Fulcrum; or (h) use Fulcrum to collect information about or from any minor. In order to protect the integrity of Fulcrum, SNI reserves the right at any time in SNI’s sole discretion to block any user from accessing Fulcrum.

3.4. **Equipment.** Customer shall be responsible for procuring all hardware and software necessary to use Fulcrum, or that may be used to integrate with or connect to Fulcrum, including the API, for exchange of data with Fulcrum.

3.5. **Devices.** Customer’s license is limited based on the number of Users. One User is entitled to use Fulcrum with up to three (3) devices; provided, however, that in the event that Customer shares devices or Sub-Accounts among Users, SNI may reduce the number devices per User at any time, by providing notice to Customer and may charge Customer for additional Fees based on the number of Users that made use of Fulcrum that were not authorized to do so including based on retroactive use by Customer. Customer understands that SNI may monitor the usage of Customer and Users to ensure compliance with limitations on the number of devices or number of Users.

4. **Usage Standard; Customer Content.**

4.1. **Usage Standard.** Customer shall, and shall require each User to, use Fulcrum responsibly, with good judgment, and in a manner conforming at minimum to prevailing standards for internet etiquette.

4.2. **Compliance with Laws.** Customer will comply with all applicable Laws in connection with its use of the Platform or any Service or Output, including any applicable securities Laws, U.S. Export Administration Regulations, anti-corruption Laws and U.S. embargoes, as well as any Laws of any jurisdiction outside of the United States where Fulcrum or any Service, Output or Deliverable is used.

4.3. **License to Customer Content.** Customer will own all Customer Content. Nothing in this Section 4.3 shall permit SNI to disclose Customer Content to any Third Party, except at the request of Customer. For purposes of improving the quality or performance of Fulcrum, solely with respect to aggregate and non-identifiable Customer Content, Customer hereby grants to SNI a non-exclusive, perpetual, irrevocable, worldwide, sublicensable, transferable, royalty free, fully paid-up license to (a) prepare aggregations of, or de-identify, Customer Content; and (b) reproduce, distribute, prepare derivative works of, modify, adapt and otherwise use aggregate and non-identifiable Customer Content.

4.4. **Responsibility.** Customer shall be solely responsible for the accuracy, quality, integrity, legality, appropriation of and the right to use any Customer Data.

4.5. **IP Rights and Customer Content.** Customer represents, warrants and covenants to SNI that: (a) all Customer Content has been collected in compliance with all applicable Laws and policies; (b) no Customer Content contains any confidential or proprietary information that Customer does not have authority to make available via Fulcrum; (c) Customer has the right to submit all Customer Content for storage and use or have received all necessary consents and approvals; (d) Customer shall use all Customer Content in compliance with all applicable Laws and policies; (e) Customer’s use of the Customer Content does not infringe or violate the rights of any Third Party; and (f) Customer is not entitled to any kind of compensation or reimbursement of any kind from SNI for any Customer Content. Customer hereby grants to SNI the right to delete, remove or disable any Customer Content at any time for any reason or no reason.

4.6. **Problematic Content.** Customer shall not, directly or indirectly, and shall not allow any Affiliate or Third Party to, in connection with use of Fulcrum: (a) transmit any Customer Content that is unlawful, harmful, threatening, abusive, harassing, defamatory, vulgar, offensive, obscene, pornographic, lewd, lascivious or otherwise objectionable, as determined by SNI; (b) use a name or language that SNI, in its sole discretion, deems offensive; (c) post defamatory statements; (d) post hateful or offensive Customer Content or Customer Content that disparages any ethnic, racial, sexual, gender, religious or other group; (e) post Customer Content that depicts or advocates the use of illegal drugs; (f) post Customer Content that characterizes violence as acceptable, glamorous or desirable; (g) post Customer Content which infringes another’s copyright, trademark or trade secret; (h) post unsolicited advertising or unlawfully promote products or services; (i) harass, threaten, bully, stalk or intentionally embarrass or cause distress to another person or entity; (j) promote, solicit or participate in any multi-level marketing or pyramid schemes; (k) exploit children under 18 years of age; (l) engage in disruptive activity, such as sending multiple messages in an effort to monopolize a forum; (m) invade the privacy of any person, including posting personally identifying or otherwise private information about a person without their consent (or their parent’s consent in the case of a child under 13 years of age); (n) solicit Personal Information from children under 13 years of age; (o) create a false identity or impersonate another person or entity; or (p) encourage conduct that would constitute a criminal or civil offense. The restrictions in this Section 4.6 are intended to be illustrative, and SNI reserves the right to consider other conduct to be prohibited. In addition, Customer shall not post any content to any of SNI’s social media accounts that is any of items (a)–(p) above.

4.7. DMCA. If you are a copyright owner or an agent thereof, and believe that any user submission or other content infringes upon your copyrights, you may submit a notification pursuant to the Digital Millennium Copyright Act ("DMCA") by providing our Copyright Agent with all of the following information in writing (see 17 U.S.C § 512(c)(3) for further detail): (a) a physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed; (b) identification of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works on Fulcrum are covered by a single notification, a representative list of such works from SNI; (c) identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit us to locate the material; (d) information reasonably sufficient to permit us to contact the complaining party, such as an address, telephone number, and, if available, an email address; and (e) a statement that the complaining party has a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law; and a statement that the information in the notification is accurate, and under penalty of perjury, that the complaining party is authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

5. Professional Services; Add-On Features; Output.

5.1. Professional Services. Any Professional Services to be provided will be described in an SOW and will be provided on a time-and-materials basis, unless otherwise set forth on the applicable SOW. Customer shall provide SNI with (a) reasonable assistance to facilitate scheduling and performance of Professional Services; (b) information required to perform the Professional Services; and (c) an engagement manager to help ensure effective delivery of the Professional Services. Professional Services are accepted when delivered unless otherwise set forth in the applicable SOW. To the extent that any acceptance is required pursuant to any SOW, such acceptance shall be in the form set forth in Exhibit B-1.

5.2. Blocks. Customer may from time to time purchase a Block, whether as part of any Order or as part of any SOW. If Customer has purchased a Block, SNI shall deduct the number of hours used for Professional Services from such Block until the number of hours in such Block is zero (0). Thereafter, SNI shall invoice Customer at the then-current rate of SNI for Professional Services, except in the event that Customer purchases another Block (unless such other Block is consumed). Upon Customer's request, SNI shall email Customer within five (5) business days after the end of each calendar month setting forth the number of hours remaining in any Block purchased by Customer.

5.3. Add-on Features. Customer may from time to time request that SNI develop any Add-on Feature. The Parties may negotiate an SOW therefor, which shall include the payment of Professional Services Fees for the Professional Services required to develop such Add-on Feature. Upon acceptance of such Add-on Feature, Customer shall be licensed to use such Add-on Feature in accordance with the license set forth in Section 2.2. SNI shall be the sole owner of all right, title and interest in and to any improvement to Fulcrum, including any modification, alteration or enhancement made as any Add-On Feature that may be developed in accordance with this Section 5.3. Customer hereby assigns to SNI all of Customer's right, title and interest in and to any intellectual property in any Add-On Feature.

5.4. Output. Customer shall own all Output created by or on behalf of Customer. SNI shall not assert any claim of ownership over any Output.

5.5. Support. SNI may, but is not obligated to, provide assistance and guidance in respect of Fulcrum. When communicating with SNI, Customer shall not be abusive, obscene, threatening, harassing or racially offensive, or otherwise behave inappropriately. If SNI feels that Customer's behavior towards any of SNI's representatives is at any time threatening or offensive, SNI reserves the right to immediately terminate Customer's access to Fulcrum.

6. Fees; Audits.

6.1. Fees. Customer shall pay to SNI, or SNI's authorized designee: (a) the Fees set forth in each Order at the billing cycle set forth in such Order; (b) any Fees based on usage that exceeds the number of Users or other usage metric limitations set forth on the applicable Order at SNI's standard rate therefor; (c) the Fees to purchase each Block when such Block is agreed to; and (d) the Fees set forth in each SOW. Customer shall reimburse SNI for any costs or expenses associated with Professional Services, subject to SNI's compliance with Customer's policies for such costs or expenses that have been provided to SNI in advance. Except in the case of a Block, Fees for Professional Services are calculated based on SNI's then-current hourly rate and the number of hours of Professional Services provided by SNI to Customer. Fees and reimbursement of costs or expenses are due and payable within thirty (30) days after the date of SNI's invoice. Customer shall pay to SNI a late charge of one percent (1%) per month or the highest amount permitted by applicable Law, whichever is less, on any Fees or costs or expenses not paid by the due date, with such interest accruing daily and capitalizing monthly. Customer may dispute any invoice within sixty (60) days after receipt, in which case Customer shall pay the undisputed portion of such invoice and the Parties shall promptly attempt to resolve such dispute.

6.2. Commitments; Non-Refundable. Any Order may set forth a commitment period for any Product. In such event, upon entering into such Order, Customer hereby agrees to pay the Subscription Fees for such Product during the entirety of the applicable commitment period. In the event that any Order is terminated, Customer shall pay to SNI the amount of any

such commitment within thirty (30) days after the effectiveness of such termination. SNI shall not be obligated to refund any Fees to Customer in any circumstances, including in the event of any termination of the Agreement.

6.3. Credit Card Customers. If the applicable Order sets forth that Customer is paying Fees by credit card, Customer shall provide SNI's credit card processor with a credit card number for a credit card that is valid during the Initial Order Term for such Order on the Order Effective Date of such Order, and Customer hereby authorizes SNI (through SNI's credit card processor) to charge such credit card for the full amount of Fees for each billing cycle on the first day of each billing cycle for each Product, and, at SNI's option, a reasonable charge for a credit card processing fee. However, in the event that the Fees exceed twenty-four thousand dollars (\$24,000) in any calendar year or two thousand dollars (\$2,000) in any month, SNI may require Customer to pay to SNI such Fees by another method, such as ACH.

6.4. Currency; Bank Charges. Unless otherwise identified in an Order or SOW, all Fees are stated in, and all Fees and reimbursement of costs or expenses will be paid in, United States dollars. Customer is responsible for any currency conversion fees or bank charges imposed on any transaction hereunder.

6.5. Taxes. The Fees do not include any amount for taxes. Customer will pay all international, national, federal, state, provincial or local sales, use, value added, goods and services, property, excise, or other taxes imposed on or with respect to this Agreement, except for any taxes imposed on the income of SNI. If any sales, use, value added, goods and services, property, excise, or other taxes (except for taxes based on Licensor's net income) are assessed against or required to be collected in connection with any Order or SOW, SNI will itemize such taxes on each invoice issued in connection with such Order or SOW.

6.6. Audits. Customer shall maintain any records necessary to verify compliance with this Agreement. Upon SNI's request, Customer shall make available to SNI such records. SNI or its designated third party has the right, but not the obligation, to verify Customer's compliance with the terms of the Agreement remotely, or, on five (5) days' written notice, on location at any location and for any environment in which Customer uses Fulcrum. Such local verification will take place during normal business hours in a manner which minimizes disruption to Customer's work environment. SNI will notify Customer in writing if any such verification indicates that Customer has used Fulcrum in excess of the use authorized by the Agreement. In the event of any such excess use, Customer agrees to promptly enter into an Order and pay all associated fees directly to SNI for the charges that SNI specifies including: (a) any excess use; (b) maintenance or subscription fees for the excess use for the duration of such excess; and (c) any additional Fees determined as a result of such verification.

7. **Intellectual Property.**

7.1. Ownership. SNI owns all right, title and interest in and to Fulcrum and any intellectual property rights therein, subject to the limited licenses granted herein. Customer shall not use any trademark in any manner, including "Fulcrum", including as part of a metatag on any other website.

7.2. No Sale. The grant of rights to Fulcrum is not a sale of Fulcrum or any portion thereof. SNI retains all right, title and interest in and to Fulcrum, including any modifications, alterations or enhancements thereto.

7.3. No Implied Licenses. Except for the express licenses set forth in this Agreement, this Agreement does not grant to Customer any license, by implication, estoppel or otherwise.

7.4. No Assignment. Except for the express licenses set forth in this Agreement, this Agreement does not transfer any right, title or interest in any intellectual property right of either Party to the other Party. This is not a work made-for-hire agreement (as that term is defined in Section 101 of Title 17 of the United States Code).

7.5. Framing. Customer shall not display Fulcrum, or any portion thereof, in a frame unless done through a supported, built-in feature of Fulcrum, and shall not display any of Customer Content via any in-line links. Customer may, however, establish ordinary links to the homepage of the Site and other sections of the Site.

7.6. Third-Party Sites. SNI may provide links to third-party websites on Fulcrum, and some of the Customer Content may be supplied by any third party. SNI has no responsibility or accountability for any third-party website or any content made available by any Third Party. A link to any other website or service is not an endorsement of that website or service or the information it provides. Customer's use of any information on any third-party site is at Customer's own risk.

7.7. Feedback. If Customer elects to provide SNI with any suggestion, idea for improvement, recommendation or other feedback (collectively, "Feedback"), SNI may use such Feedback without any restriction or payment, including to improve Fulcrum.

7.8. Improvement. SNI has the right to collect and analyze data relating to provision, use or performance of Fulcrum, and SNI may (a) use such data to improve Fulcrum or for other development, diagnostic or corrective purposes in connection with Fulcrum or to develop other SNI offerings; (b) disclose such data solely in aggregate or de-identified form; and (c) use any such improvement or make any such disclosure without limitation hereunder.

7.9. AI Improvements. Customer hereby authorizes SNI to improve Fulcrum through application of machine learning, tuning or any modification, alteration or enhancement to Fulcrum (“AI Improvements”). Customer agrees that, in the ordinary course of machine learning development, as part of such AI Improvements, SNI may extract and retain patterns from data associated with an annotation arising in connection with this Agreement which do not identify Customer and do not enable reconstruction of Customer Content (“Patterns”) and use, copy, prepare derivative works of or otherwise exploit any such Pattern to continue to improve Fulcrum, or any successor product or service, in perpetuity. Any AI Improvement arising from the Agreement shall be the sole and exclusive property of SNI and shall constitute intellectual property of SNI.

7.10. No Challenge. Customer shall not, and shall ensure that each Affiliate of Customer shall not, make any claim against SNI, any Affiliate of SNI or any of its or their direct or indirect customers or Customers for infringement of any patent or other intellectual property right owned by Customer or any related entity of Customer relating to intellectual property developed by or for Customer using Fulcrum.

7.11. US Government Customers. If Customer is the U.S. Government or any agency or department thereof (collectively, the “Government”), Fulcrum is provided with RESTRICTED RIGHTS; use, duplication, or disclosure by the Government is subject to restrictions as set forth in subparagraphs (c)(1) and (2) of the Commercial Computer Software Restricted Rights clause at 48 C.F.R. 52.227-19.

8. **Confidentiality.**

8.1. Confidential Information. Each Party may from time to time disclose information to the other Party in connection with this Agreement, whether or not marked as such, and whether disclosed in writing, orally, visually or otherwise (“Confidential Information”). Customer Data and Output shall be deemed to be the Confidential Information of Customer. Fulcrum, any API or Feedback or any information regarding Fees shall each be deemed to be Confidential Information of SNI. Notwithstanding the foregoing, Confidential Information does not include any information that: (a) is or becomes available to the public other than through a breach of this Agreement by the receiving Party; (b) is received by the receiving Party from a Third Party not subject to any confidentiality obligation in favor of the disclosing Party; or (c) is independently developed by the receiving Party without access or reference to Confidential Information of the disclosing Party.

8.2. Obligations. The receiving Party shall not use any Confidential Information of the disclosing Party for any purpose other than in furtherance of this Agreement. The receiving Party shall not disclose any Confidential Information of the disclosing Party, except to any employee, consultant or other representative bound by confidentiality obligations at least as stringent as those set forth herein or to any investor, lender or financing source that is made aware of the confidential status of the Confidential Information of the disclosing Party. The receiving Party shall be responsible for any action or omission by any such employee, consultant or other representative, or any investor, lender or financing source, as if made by the receiving Party. The receiving Party shall promptly notify the disclosing Party of any breach of this Section 8.2.

8.3. Permitted Disclosures. Notwithstanding Section 8.2, the receiving Party may disclose Confidential Information of the disclosing Party to the extent that the receiving Party is required or requested to do so pursuant to applicable Law by any governmental authority or rules of a stock exchange; provided, however, that prior to any such disclosure, the receiving Party shall (a) assert the confidential nature of the Confidential Information of the disclosing Party to such governmental authority or stock exchange; (b) promptly notify the Disclosing Party of the governmental authority’s requirement or request to disclose; and (c) cooperate with the disclosing Party in contesting any such disclosure or obtaining a protective order, confidential treatment or the like at the expense of the disclosing Party.

8.4. Breach. Notwithstanding any other provision of this Agreement, each Party acknowledges that any use of Confidential Information of the disclosing Party in a manner inconsistent with this Agreement, or Customer’s use of Fulcrum in breach of this Agreement, may cause the other Party irreparable and immediate damage for which remedies other than injunctive relief may be inadequate. Therefore, each Party agrees that, in addition to any other remedy to which the other Party may be entitled hereunder, at law or in equity, the other Party shall be entitled to injunctive relief, without the posting of any bond and without proof of actual damages, to restrain such use in addition to any other applicable remedy available under applicable Law.

8.5. Publicity. SNI is happy to have Customer as a valued customer. Customer hereby grants to SNI a worldwide, non-exclusive, royalty-free, non-transferable license to use Customer’s trademarks, service marks or logos for the purpose of identifying Customer as a Fulcrum customer in order to promote Fulcrum. If Customer prefers that SNI not use Customer’s name or logo in a particular way, please contact support@fulcrumapp.com and SNI will respect Customer’s wishes.

9. **Personal Information.**

9.1. Personal Information. Customer shall be solely responsible for the accuracy, quality, integrity, legality, reliability and appropriateness of all Customer Content including any Personal Information and use and processing of any Customer Content including any Personal Information hereunder. Customer shall be responsible for obtaining any consent that may be required to collect, submit and use Customer Content including any Personal Information on Fulcrum. Customer shall be

solely responsible for ensuring that the collection, disclosure, analysis and use of Customer Content including Personal Information compliance with any applicable Law. Customer shall maintain a policy that complies with applicable Law in respect of handling of Personal Information.

9.2. **Data Processing Agreements.** Attached as Exhibit C is a data processing agreement (the “Data Processing Agreement”). By accepting this Agreement, Customer is agreeing to the Data Processing Agreement, which shall govern in the event of a conflict between the Terms and such agreement.

9.3. **Data Security.** SNI agrees that all systems used to process, and store Customer Content will adhere to commercially reasonable security standards. SNI may process and store Customer Content with a Third Party in the United States of America or any other country in which such Third Party maintains facilities. SNI takes data security very seriously and will vigorously pursue all actual or threatened security breaches. Customer agrees to report any security concerns to abuse@fulcrumapp.com.

9.4. **Privacy.** Use of Fulcrum is also governed by SNI’s Privacy Policy located at <https://www.fulcrumapp.com/privacy/>. By using Fulcrum, Customer accepts and agrees to abide by the terms of the Fulcrum Privacy Policy.

10. **Liability; Indemnity.**

10.1. **Authority and Usage.** Customer hereby represents and warrants to SNI that: (a) Customer has the right, ability and authority to enter into and perform the Agreement; and (b) Customer’s use of Fulcrum will not violate the Agreement in any respect.

10.2. **No Consequential Damages.** SUBJECT TO SECTION 10.4, IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY LOSS OF DATA, PROFITS, REVENUES OR USE OF FULCRUM, OR FOR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, MULTIPLE OR OTHER INDIRECT DAMAGES, ARISING OUT OF OR IN CONNECTION WITH THE USE OR PERFORMANCE OF FULCRUM OR THIS AGREEMENT.

10.3. **Damages Cap.** SUBJECT TO SECTION 10.4, IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY, REGARDLESS OF THE FORM OF ANY CLAIM OR ACTION, IN AN AMOUNT IN EXCESS OF THE AGGREGATE FEES PAID TO SNI IN THE TWELVE (12) MONTHS PRECEDING THE EVENTS GIVING RISE TO THE MOST RECENT CLAIM UNDER THE ORDER OR SOW UNDER WHICH THE CLAIM AROSE.

10.4. **Exceptions.** The limitations and exculpations of liability set forth in Sections 10.2 and 10.3 shall not apply in respect of (a) any breach of Sections 2, 3, 4, 7 or 8; (b) a Party’s indemnification obligations set forth in this Section 10; (c) any Fees owed hereunder; or (d) a Party’s infringement of the other Party’s intellectual property rights, but shall otherwise apply to the maximum extent permitted by applicable Law. EACH PARTY ACKNOWLEDGES THAT THE LIMITATIONS AND EXCULPATIONS OF LIABILITY SET FORTH IN THIS SECTION 10 ARE AN ESSENTIAL BASIS OF THE BARGAIN AND THAT, ABSENT SUCH LIMITATIONS AND EXCULPATIONS, THE FEES WOULD HAVE NECESSARILY BEEN MUCH HIGHER.

10.5. **Timing of Claim.** ANY CLAIM BY CUSTOMER SHALL BE BROUGHT WITHIN TWELVE (12) MONTHS FOLLOWING THE EVENTS GIVING RISE TO SUCH CLAIM.

10.6. **Disclaimer.** SNI DOES NOT WARRANT THAT FULCRUM WILL OPERATE ERROR-FREE OR THAT SNI WILL CORRECT ANY ERROR. FULCRUM AND ANY SERVICES ARE PROVIDED “AS IS” AND “AS-AVAILABLE”. SNI DOES NOT WARRANT THAT ANY CUSTOMER CONTENT WILL BE ACCURATE OR RELIABLE. SNI AND ITS THIRD-PARTY SUPPLIERS DISCLAIM ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO FULCRUM OR SERVICES FURNISHED UNDER THIS AGREEMENT, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, RELIABILITY, COURSE OF DEALING, COURSE OF PERFORMANCE OR USAGE IN TRADE. ANY USE OF FULCRUM OR SERVICES BY ANY PARTY, INCLUDING CUSTOMER, IN ANY HIGH-RISK APPLICATION, INCLUDING WITHOUT LIMITATION IN CONNECTION WITH ANY CUSTOMER SOFTWARE WHICH IS A HIGH-RISK APPLICATION, IS DONE AT THE USER’S OWN RISK, WITHOUT ANY WARRANTY. A “High Risk Application” is any application or use where the failure of Fulcrum or Services could cause serious risk, including risk of injury to persons or property, or a life-threatening situation, including medical, nuclear, aviation, navigation, emergency services, emergency weather alerts, or military applications. SNI is not, directly or indirectly, via Fulcrum or Services or otherwise, providing any medical, legal, financial or other advice subject to regulatory oversight, or acting as a doctor, lawyer, broker, insurance agent or other regulated entity.

10.7. **Customer Indemnification.** Subject to Section 10.10, Customer hereby agrees to defend, indemnify and hold harmless SNI and its Affiliates from any costs (including reasonable attorneys’ fees), expenses, claims, liabilities, judgments, damages or losses (collectively, “Losses”), in each case, arising out of any claim by a Third Party to the extent alleging (a) any failure by Customer to comply with any applicable Laws; (b) any violation of privacy rights of any Third Party by Customer; (c) any gross negligence or intentional misconduct of Customer; (d) use of Fulcrum by Customer in combination with products or

software not provided by SNI; (e) any modification, alteration or enhancement of Fulcrum not created by or on behalf of SNI; or (f) any infringement or misappropriation of any patent, copyright, trademark or trade secret of any Third Party by any Customer Content.

10.8. **SNI Indemnification.** Subject to Sections 10.9 and 10.10, SNI hereby agrees to defend, indemnify and hold harmless Customer and its Affiliates from any Losses arising out of any claim by a Third Party to the extent caused by (a) the gross negligence or intentional misconduct of SNI; or (b) Fulcrum infringing a United States patent, copyright, trademark or trade secret of such Third Party, except to the extent arising out of: (i) use of Fulcrum by Customer in combination with products or software not provided by SNI; or (ii) any modification, alteration or enhancement of Fulcrum not created by or on behalf of SNI. If Customer's use of the Platform is, or in SNI's opinion is likely to be, found to infringe, SNI may, in its sole discretion: (x) modify the infringing element of Fulcrum to be non-infringing without materially degrading the functionality of Fulcrum; (y) procure for Customer the right to continue using Fulcrum; or (z) terminate the affected Order(s) and refund to Customer the *pro rata* portion of any prepaid Fees associated with Fulcrum for any unused portion of the Order Term for the affected Order(s). Notwithstanding the foregoing, SNI shall have no obligation in respect of any Losses to the extent relating to any Trial Period or Freemium Period but shall continue to be, at SNI's option, entitled to defend any claim in respect thereof. THIS SECTION 10.8 SETS FORTH SNI'S SOLE LIABILITY AND CUSTOMER'S SOLE AND EXCLUSIVE REMEDY WITH RESPECT TO ANY CLAIM OF INTELLECTUAL PROPERTY INFRINGEMENT BY FULCRUM.

10.9. **Exceptions.** The defense and indemnification obligations of SNI shall not apply to the extent the alleged infringement arises out of (a) use of Fulcrum by Customer in combination with products or software not provided by SNI; (b) any modification, alteration or enhancement of Fulcrum not created by or on behalf of SNI; (c) failure to implement the latest release of Fulcrum; or (d) any matter indemnified by Customer in Section 10.7.

10.10. **Indemnity Conditions.** As a condition to the indemnity obligations of a Party hereunder, the indemnified Party or its Affiliates shall (a) provide prompt notice of any indemnifiable claim; (b) tender the defense of the claim to the indemnifying Party; (c) cooperate with the indemnifying Party at the indemnifying Party's expense; and (d) not settle or compromise any such claim without the consent of the indemnifying Party. Customer will immediately inform SNI as soon as Customer becomes aware of any threatened or actual liability claim by any Third Party relating to the Platform or Services.

11. **Term; Termination.**

11.1. **Term.** The term of the Agreement commences on the Order Effective Date of the Initial Order (which Order Effective Date is set forth on the Initial Order, or, if such Initial Order is a Trial Order or Freemium Order, the Order Effective Date shall be deemed to be the date that Customer accepted the Terms as part of agreeing to such Trial Order or Freemium Order, as applicable), and continues until either Party terminates this Agreement in accordance with this Section 11. Each Order will be effective as of the "Order Effective Date" set forth in such Order (except that if such Order is a Trial Order or Freemium Order, the Order Effective Date shall be deemed to be the date that Customer accepted the Terms as part of agreeing to such Trial Order or Freemium Order, as applicable) and remain in effect until the end of the Order Term for such Order, unless terminated in accordance with these Terms.

11.2. **Termination.** If there is no Order then in effect, either Party may terminate the Agreement upon at least five (5) days' prior notice to the other Party. Either Party may terminate the applicable Order by notice to the other Party if the other Party materially breaches such Order and fails to cure such breach within sixty (60) days after receipt of such notice, or an additional period of time as agreed to by the Parties. In the event that Customer's payment method does not process a charge at the end of any Trial Period, SNI may terminate the Agreement without any liability to Customer, and SNI may at its option provide notice to Customer prior to any such termination. Customer may terminate any Trial Order or Freemium Order at any time prior to the last day of the Trial Period or Freemium Period, as applicable, for such Trial Order or Freemium Order, as applicable, by providing notice of cancellation to SNI. SNI may terminate any Freemium Order in accordance with Section 2.5(c) or may terminate any Freemium Order at any time, for any reason or no reason, upon at least sixty (60) days' notice to Customer.

11.3. **Suspension.** SNI may suspend access to Fulcrum (a) in the event of any failure to pay Fees when due or (b) in the event of any other breach of the Agreement that is not cured within fifteen (15) days after notice thereof to Customer. SNI may delete the Account or any Sub-Account and bar access to any Customer Content in any such event.

11.4. **Effect of Termination.** Upon termination or expiration of any Order, Customer will immediately cease use of the applicable Services and delete or remove all copies of any downloadable application from any device of Customer. Upon termination or expiration of this Agreement, each Party will return or destroy any Confidential Information of the other Party. Notwithstanding the previous sentence, SNI shall make available to Customer the Customer Content subject to the applicable Order(s) (other than any Freemium Order terminated in accordance with Section 2.5(c)) in an industry standard format, such as .csv, until the date that is ninety (90) days following the date of termination or expiration of this Agreement or the applicable Order(s), and SNI will destroy the Customer Content approximately on, but no earlier than, such date. SNI shall not be liable for

any loss of access to Customer Content or loss of use of Fulcrum. SNI is not responsible for refunding any Fees, including for any Block that was purchased or for any portion of a Block that was not used.

11.5. Survival. Accrued obligations and Sections 1, 3.2, 3.3, 4.3, 4.4, 4.5, 4.6, 4.7, 6, 7, 8, 9.1, 9.4, 10, 11.3, this 11.4 and 12 will survive termination of this Agreement, any Order or any SOW.

12. **Miscellaneous.**

12.1. Notices. Any communication, demand, approval, consent or other notice from one Party to the other Party shall be in writing and personally delivered, sent via certified mail, postage prepaid and return receipt requested, sent via internationally recognized courier service or sent via email with a copy sent by one of the other previous means (except as set forth below), to the other Party at the address set forth on the applicable Order (and, for the purposes of any Trial Order or Freemium Order, to the applicable address that Customer used to register for such Trial Order or Freemium Order, as applicable) or such other address as either Party may from time to time designate in writing to the other Party. No change of address shall be binding upon the other Party until notice thereof is received by such Party at the address show herein. Each notice shall be in English. Each notice shall be effective (a) on personal delivery; (b) five (5) days after delivery by certified mail, postage prepaid and return receipt requested, (c) two (2) business days after being sent via internationally recognized courier service; or (d) the next business day after being sent via email with a copy sent by one of the other previous means. Any notice that is not in relation to any dispute, bankruptcy, insolvency, termination or indemnification, except for any notice that is in relation to termination of any Trial Order or Freemium Order, must be sent via email and does not need to be sent via any other means. Customer may notify SNI of any changes in the e-mail address for notices at any time by submitting a request to SNI at billing@fulcrumapp.com. Customer agrees to accept correspondence from SNI at its designated e-mail address.

12.2. Force Majeure. Except for Customer's payment obligations, neither Party is responsible for any delay or failure to perform resulting from any cause beyond such Party's reasonable control, including any act of God, fire, hurricane, flood, terrorism, act of war, riot, labor disturbance, telecommunications failure, utility failure, network failure, epidemic, pandemic, act of governmental authorities or change of applicable Laws.

12.3. Assignment. Customer is not permitted to transfer or assign (by operation of law or otherwise) any of its rights or obligations under any Order or the Agreement without the prior consent of SNI, which consent will not be unreasonably withheld, delayed or denied. Any such transfer or assignment without SNI's consent will be void and of no force and effect. The Agreement inures to the benefit of the Parties. The Agreement does not create any benefit or provide any cause of action to any Third Party.

12.4. Severability. If any provision of the Agreement, or portion thereof, is held to be invalid, illegal or unenforceable by a court of competent jurisdiction, such provision will be severed, and the remaining provisions of the Agreement will remain in full force and effect.

12.5. Independent Contractor. Each Party will act as an independent contractor and employees of each Party will not be considered to be employees of the other Party. No agency, partnership, joint venture or other joint relationship is created by this Agreement. Neither Party may make any commitments binding on the other Party, nor may either Party make any representation that they are acting for, or on behalf of, the other Party.

12.6. Applicable Law; Dispute Resolution.

(a) This Agreement will be governed by, and construed in accordance with, the laws of the State of Florida, without regard to its principles of conflict of Laws. Notwithstanding the foregoing in this Section 12.6(a), if Customer is the Government, then the Agreement will be governed by, and construed in accordance with, the federal laws of the United States of America.

(b) In the event of any dispute arising out of or relating to this Agreement, a suit will be brought only in a federal or state court of competent jurisdiction located in Tampa, Florida, United States of America.

(c) Notwithstanding the exclusive jurisdiction set forth in Section 12.6(b), in the event that Customer is an entity that is formed outside of the United States of America, the Parties agree that SNI may, at its sole discretion, request in writing that any dispute, claim or controversy in connection with this Agreement, including any questions regarding its formation, existence, validity, enforceability, performance, interpretation, breach or termination, shall be resolved by a final, binding arbitration conducted under the Commercial Arbitration Rules of the American Arbitration Association. If SNI elects to exercise its right to resolve such dispute, claim, or controversy by binding arbitration, the following parameters shall apply to the arbitration: (a) the arbitration shall be decided by one (1) arbitrator appointed in accordance with such rules; (b) the place of the arbitration shall be Tampa, Florida, United States of America; (c) the language of the arbitration shall be English; and (d) at any time, a Party may seek or obtain preliminary, interim, or conservatory measures from the arbitrator or from a court of

competent jurisdiction. If such dispute, claim, or controversy was initially brought by Customer, SNI must make such a request for arbitration within thirty (30) days after SNI has been served with the applicable complaint.

12.7. Headings. Captions and headings contained in the Agreement have been included for ease of reference and convenience and shall not be considered in interpreting or construing the Agreement.

12.8. Interpretation. Except where the context expressly requires otherwise, (a) the use of the singular will be deemed to include the plural (and vice versa); (b) the words “include”, “includes”, “including” or “e.g.” will be deemed to be followed by the phrase “without limitation”; (c) the word “will” will be construed to have the same meaning and effect as the word “shall”; (d) the words “herein”, “hereof” and “hereunder”, or any word of similar import, will be construed to refer to the Agreement in its entirety and not to any particular provision hereof, including each Order or SOW that references these Terms, and (f) the term “or” will be interpreted in the inclusive sense commonly associated with the term “and/or”.

12.9. Governing Language. The Parties have required that the Agreement be drawn in the English language, and that the English language version shall control over any translations thereof. If Customer is located in Quebec, the following sentence shall apply: Les parties conviennent que cette entente ainsi que tout document accessoire soient rédigés en anglais.

12.10. Costs, Expenses and Attorneys’ Fees. If either Party commences any action or proceeding against the other Party to enforce or interpret this Agreement, the prevailing Party in such action or proceeding shall be entitled to recover from the other Party the actual costs, expenses and reasonable attorneys’ fees (including all related costs and expenses), incurred by such prevailing Party in connection with such action or proceeding and in connection with obtaining and enforcing any judgment or order thereby obtained.

12.11. Entire Agreement. This Agreement and each Order, SOW, and all appendices, exhibits, schedules and attachments hereto constitute the sole and complete agreement between the Parties with regard to its subject matter, may not be modified or amended except by a writing signed by both Parties except as otherwise indicated herein, and supersedes all proposals, understandings, representations, prior agreements or communications relating to Fulcrum or the subject matter of the Agreement. The Agreement also supersedes any pre-printed terms contained on any purchase order or similar document issued by Customer and any such terms will have no force or effect. Neither the Agreement nor any Order or SOW will be construed against the Party that has prepared the Agreement or such Order or SOW, but instead will be construed as if both Parties prepared the Agreement, Order or SOW.

12.12. Counterparts. The Agreement, or any portion thereof, may be executed in any number of counterparts, each of which shall be deemed an original but all of such together shall constitute one and the same instrument. Execution of the Agreement, or any portion thereof, may be by digital signatures or exchange of PDF signature pages, by exchange of signed copies of the Agreement, or any portion thereof, or by clicking through acceptance of the relevant portion of the Agreement.

Exhibit A



Order Form

Party Information

Spatial Networks, Inc. ("SNI") – Maker of Fulcrum 548 Market Street, PMB 14914 San Francisco, CA 94104-5401, USA billing@fulcrumapp.com	Customer Name: Customer Address: E-mail Address:
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Contact Information

Fulcrum Contact

Customer Contact

Name:	Email:	Name:	Email:
Title:	Phone:	Title:	Phone:

Terms

Order Effective Date:	[DATE]	Billing Cycle:	[ANNUAL]
Initial Order Term and Renewal Order Term Duration:	[12 MONTHS]	Commitment Period:	ONE YEAR
Payment by Credit Card?	[NO]		

Products - Recurring

PRODUCT CODE	PRODUCT NAME	QTY	ANNUAL UNIT PRICE	TOTAL ANNUAL PRICE
[CODE 1]	[PRODUCT]	50	\$396.00	\$19,800.00
[CODE 2]	[PRODUCT]	100	\$369.00	\$39,600.00

Total Annual Recurring Fees: \$59,400.00

Products – One Time

PRODUCT CODE	PRODUCT NAME	QTY	MONTHLY UNIT PRICE	TOTAL MONTHLY PRICE
[CODE 1]	[PRODUCT]	100	\$38.00	\$3,800.00
[CODE 2]	[PRODUCT]	100	\$38.00	\$3,800.00

Total One-Time Fees: \$7,600.00

Business Terms

Fulcrum Subscription: SNI shall make available to Customer the applicable Products during the Order Term, subject to the Terms. Customer may request an increase to the number of User licenses for any Product, and SNI will invoice Customer for additional User licenses pro-rated for the remainder of the billing cycle.

Order Term: This Order is effective during the Order Term. This Order automatically renews for successive periods, each equal in length to the Renewal Order Term duration set forth above, unless either Party provides notice of non-renewal at least thirty (30) days before the then-current expiration of the Order Term.

Fees: Fees are non-refundable. SNI may increase the Fees for any Renewal Order Term by providing notice to Customer at least sixty (60) days before the first day of such Renewal Term. Fees do not include taxes.

Irrevocable Order: By executing this Order, Customer agrees to pay Subscription Fees for the Initial Order Term, Renewal Order Term or Add-On Order Term, as applicable. In the event that Customer fails to pay any Fees when due, SNI may suspend the provision of Services until Customer has paid all past-due Fees.

THIS ORDER IS SUBJECT TO SNI'S TERMS AND CONDITIONS THAT ARE AVAILABLE AT FULCRUMAPP.COM/TERMS-OF-SERVICE (THE "TERMS"), AS MAY BE UPDATED FROM TIME TO TIME IN ACCORDANCE WITH THE TERMS. However, if Customer has executed a license agreement with SNI, references to the "Terms" mean that license agreement.

This Fulcrum Order and Software as a Service Agreement is hereby accepted and agreed to by SNI and Customer, effective as of the Order Effective Date.

Spatial Networks, Inc.

[CUSTOMER LEGAL NAME]

Signature _____

Signature _____

Name & Title _____

Name & Title _____

Exhibit B
SOW Form

Statement of Work # _

This Statement of Work # _ is dated as of _____, 202_ (the "SOW Effective Date") and is entered by and between Spatial Networks, Inc., a Delaware corporation ("SNI") and the customer identified below ("Customer").

THIS ORDER IS SUBJECT TO SNI'S TERMS AND CONDITIONS (the "Terms"), which are available at <https://www.fulcrumapp.com/terms-of-service>, as may be updated from time to time in accordance with the Terms. Capitalized terms not defined in this Statement of Work have the respective meanings set forth in the Terms.

Party Information

Spatial Networks, Inc. 360 Central Ave Ste 200 Saint Petersburg, FL 33701-3892 USA billing@fulcrumapp.com	Customer Name: Customer Address: E-mail Address: Entity Type/Jurisdiction: [Delaware corporation]
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Contact Information

SNI Contact:		Customer Contact:	
Contact Name:		Contact Name:	
Contact Title:		Contact Title:	
Contact Email:		Contact Email:	
Contact Phone:		Contact Phone:	

Professional Services to be provided are:

Timelines:

The rates for Professional Services Fees are as set forth below:

Hours of Services:

Professional Services will be provided during SNI's standard business hours of 8 am through 5 pm, Eastern Time, Monday through Friday, excluding SNI's standard holidays. In the event that Customer requests any Professional Services be performed outside of the foregoing hours, on any Saturday or Sunday or on any SNI holiday (any such time, "Non-Standard Hours"), the Professional Services Fees set forth above shall be multiplied by one hundred fifty percent (150%); provided that if Customer has purchased a Block, Non-Standard Hours shall be deducted from such Block at a rate of one and a half (1.5) hours per hour worked during any Non-Standard Hours.

Assumptions:

1. Customer reasonably cooperates with SNI, including regarding information about Customer's environment; and
2. Customer meets timelines that are agreed to by the Parties.

This Statement of Work is hereby accepted and agreed to by duly authorized representatives of SNI and Customer, effective as of the SOW Effective Date.

SPATIAL NETWORKS, INC.

By: _____

Name: _____

Title: _____

Date: _____

CUSTOMER:

CUSTOMER LEGAL NAME

By: _____

Name: _____

Title: _____

Date: _____

Exhibit B-1
Acceptance Form

The Parties entered into Statement of Work Number _ (the “SOW”), dated as of _____, 202_ (the “SOW Effective Date”). The Parties are identified below. Capitalized terms not defined in this Acceptance Form have the respective meanings set forth in the Terms.

Party Information

Spatial Networks, Inc. 360 Central Ave Ste 200 Saint Petersburg, FL 33701-3892 USA billing@fulcrumapp.com	Customer Name: Customer Address: E-mail Address: Entity Type/Jurisdiction:
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The Professional Services provided pursuant to the SOW are as set forth in the SOW.

Customer hereby accepts the Professional Services provided pursuant to the SOW.

CUSTOMER:

CUSTOMER LEGAL NAME

By: _____

Name: _____

Title: _____

Date: _____

Exhibit C

Data Processing Agreement

This Data Processing Agreement (“DPA”) forms a part of the Agreement entered into by and between Spatial Networks, Inc. (“SNI”) and Customer (collectively, the “Parties”). The purpose of the DPA is to ensure such processing is conducted in accordance with applicable Data Protection Laws (defined below).

This DPA is supplemental to the Agreement and sets out the terms that apply when: (i) Personal Information (defined below) is processed by Customer, who acts as Data Controller, under the Agreement; (ii) SNI acts as Data Processor of Customer Data; (iii) The Customer wishes to contract the Services as set forth in the Agreement, which imply the processing of Personal Information by the Data Processor. Further details of the Processing are set out in Exhibit C-1 to this DPA.

1. Definitions. All capitalized terms not defined in Section 1 of this DPA or otherwise defined in other sections of this DPA, shall have the meanings set forth in the Agreement or SNI Privacy Policy, as applicable.

1.1 “CCPA” means the California Consumer Privacy Act, as amended by the California Privacy Rights Act.

1.2 “Customer Data” means all data (including Personal Information) that relates to Customer’s relationship with SNI. Customer Data includes any data SNI may need to collect for the purpose of managing its relationship with Customer, or as otherwise required by applicable laws and regulations.

1.3 “Data Exporter” means Customer.

1.4 “Data Importer” means SNI.

1.5 “Data Protection Laws” means all data protection legislation and regulations applicable to the processing of the Customer’s Personal Information under this DPA and the Agreement, including supplementing national legislation, in each case as updated, amended, repealed, consolidated, or replaced from time to time. Data Protection Laws includes the GDPR and the CCPA. The terms “processing”, “processor”, “controller”, and “supervisory authority” shall have the meanings set forth under applicable Data Protection Laws.

1.6 “Data Subject” means an individual that is protected under any applicable Data Protection Law.

1.7 “DPA” means this Data Processing Agreement and all sub-Exhibits.

1.8 “EU SCCs” or “Standard Contractual Clauses” means the standard contractual clauses approved by the European Commission in Commission Decision 2021/914 dated 4 June 2021, for transfers of Personal Information to countries not otherwise recognized as offering an adequate level of protection for Personal Information by the European Commission (as amended and updated from time to time).

1.9 “ex-EEA Transfer” means the transfer of Personal Information, which is processed in accordance with the GDPR, from the Data Controller to the Data Processor (or its premises) outside the European Economic Area (the “EEA”), and such transfer is not governed by an adequacy decision made by the European Commission in accordance with the relevant provisions of the GDPR.

1.10 “ex-UK Transfer” means the transfer of Personal Information, which is processed in accordance with the UK GDPR and the Data Protection Act 2018, from the Data Controller to the Data Processor (or its premises) outside the United Kingdom (the “UK”), and such transfer is not governed by an adequacy decision made by the Secretary of State in accordance with the relevant provisions of the UK GDPR and the Data Protection Act 2018.

1.11 “GDPR” means Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the Protection of Natural Persons with Regard to the Processing of Personal Information and on the Free Movement of Such Data, and all supplementing legislation, in each case as may be amended, repealed, consolidated, or replaced from time to time.

1.12 “Personal Information” or any such variation of the term (such as “Personal Data” or “Personally Identifiable Information”) shall have the meaning set forth in the Agreement or under applicable Data Protection Laws.

1.13 “Security Incident” means a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to, Customer Data, stored or otherwise processed by SNI.

1.14 “Sensitive Information” or any such variation of that term (such as “Sensitive Data”, “Sensitive Personal Information”, or “Special Category of Data”) shall have the meaning set forth in the Agreement or under applicable Data Protection Laws.

1.15“Sub-Processor” means any person appointed by or on behalf of Data Processor to process Customer Personal Information on behalf of the Customer in connection with the DPA.

2. Processing of Customer Data

2.1 SNI shall not process Personal Information (i) for purposes other than those set forth in the Agreement, (ii) in a manner inconsistent with the terms and conditions set forth in this DPA or any other documented instructions provided by Customer, or (iii) in violation of Data Protection Laws. Customer hereby instructs SNI to process Personal Information in accordance with the foregoing and as part of any processing initiated by Customer in its use of the Services.

2.2 Customer shall, in its use of the Services, at all times process Personal Information, and provide instructions for the processing of Personal Information, in compliance with Data Protection Laws. Customer shall ensure that the processing of Personal Information in accordance with Customer’s instructions will not cause SNI to be in breach of the Data Protection Laws. Customer is solely responsible for the accuracy, quality, and legality of (i) the Personal Information provided to SNI by or on behalf of Customer, (ii) the means by which Customer acquired any such Personal Information, and (iii) the instructions it provides to SNI regarding the processing of such Personal Information. Customer shall not provide or make available to SNI any Personal Information in violation of the Agreement or otherwise inappropriate for the nature of the Services and shall indemnify SNI from all claims and losses in connection therewith.

2.3 The Parties agree that the details of the data processing subject to this DPA are outlined in Exhibit C-1.

2.4 CCPA. The Parties acknowledge that their relationship under the CCPA is governed by the CCPA Addendum to this DPA, listed in Exhibit C-5.

3. Deletion or Return of Customer Data

3.1 Following completion of the Services, at Customer’s choice, SNI shall securely delete Customer Data (including Customer Content), unless further storage of such Customer Data is required or authorized by applicable Data Protection Laws. If return or destruction is impracticable or prohibited by law, rule, or regulation, SNI shall take measures to block such Customer Data from any further processing (except to the extent necessary for its continued hosting or processing required by law, rule, or regulation) and shall continue to appropriately preserve the confidentiality of the Customer Data remaining in its possession, custody, or control. By agreeing to this DPA, Customer authorizes SNI, in accordance with this agreement, to delete information when not reasonably needed for SNI’s Services.

4. Data Processor Personnel and Confidentiality.

4.1 SNI shall take commercially reasonable steps to ensure that: (i) persons employed by SNI; and (ii) other persons engaged at SNI’s place of business who may have access to the Customer Data (including Customer Content), are aware of and comply with the terms set forth in this DPA, ensuring in each case that access is limited to those individuals who need to know or access the relevant Customer Data, as necessary for the purposes of the Agreement.

5. Security of Customer Data; Security Incidents.

5.1 Taking into account the state of the art, the costs of implementation and the nature, scope, context and purposes of processing as well as the risk of varying likelihood and severity for the rights and freedoms of natural persons, SNI shall maintain reasonable technical and organizational security measures to ensure a level of security appropriate to the risk of processing Personal Information. Exhibit C-3 sets forth additional information about SNI’s technical and organizational security measures.

5.2 SNI shall notify Customer without undue delay upon becoming aware of a Security Incident affecting Customer Data and will provide Customer with sufficient information to allow the Customer to meet any obligations to notify, report, or inform Data Subjects and Supervisory Authorities of the Security Incident under the Data Protection Laws.

5.3 SNI shall cooperate with the Customer and take reasonable commercial steps as are directed by Customer to assist in the investigation, mitigation, and remediation of each such Security Incident. The obligations described in 5.1 and 5.2 do not apply to Security Incidents experienced by Customer, nor does compliance with such obligations acknowledge liability on the part of SNI.

6. Sub-Processing of Customer Data.

6.1 Customer acknowledges and agrees that SNI may (1) engage or delegate Sub-Processors on the List (defined below) to access and process Personal Information in connection with the Services and (2) from time to time engage additional third parties for the purpose of providing the Services, including without limitation the processing of Personal Information. For purposes of this Section, Customer consents to SNI engaging Sub-Processors reasonably required to assist SNI for the purposes of providing the Services.

6.2 SNI maintains and provides Customer with a list of Sub-Processors (the “List”) which can be found online here: <https://help.fulcrumapp.com/en/articles/7896802-fulcrum-third-party-subprocessors>. SNI will inform Customer of changes in Sub-Processors in accordance with the procedure for modifying the Agreement as described in Section 2.2 of the Agreement. Customer may object to the modification of Sub-Processors used by SNI by contacting SNI at privacy@fulcrumapp.com. However, Customer acknowledges that certain Sub-Processors are essential to providing the Services and that objecting to the use of a Sub-Processor may prevent SNI from offering the Services to Customer.

6.3 When SNI does engage Sub-Processors, it will enter into a written agreement with such Sub-Processor imposing on the Sub-Processor data protection obligations comparable to those imposed on SNI under this DPA, with respect to the protection of Customer Data. In case a Sub-Processor fails to fulfill its data protection obligations under such written agreement with SNI, SNI will remain liable to Customer for the performance of the Sub-Processor’s obligations under such agreement.

6.4 If Customer and SNI have entered into Standard Contractual Clauses as described in Section 7 (Transfers of Personal Information), (i) the above authorizations will constitute Customer’s prior written consent to the subcontracting by SNI of the processing of Personal Information if such consent is required under the Standard Contractual Clauses, and (ii) the Parties agree that the copies of the agreements with Sub-Processors that must be provided by SNI to Customer pursuant to Clause 9(c) of the EU SCCs or the UK IDTA or UK Addendum (as applicable) may have commercial information, or information unrelated to the Standard Contractual Clauses or their equivalent, removed by SNI beforehand, and that such copies will be provided by SNI only upon request by Customer.

7. Transfers of Personal Information

7.1 The Parties agree that SNI may transfer Personal Information processed under this DPA outside the EEA, the UK, or Switzerland as necessary to provide the Services. Customer acknowledges that SNI’s primary processing operations take place in the United States, and that the transfer of Customer Data to the United States is necessary for the provision of the Services to Customer. If SNI transfers Personal Information protected under this DPA to a jurisdiction for which the European Commission has not issued an adequacy decision, SNI will ensure that appropriate safeguards have been implemented for the transfer of Personal Information in accordance with Data Protection Laws.

7.2 Ex-EEA Transfers. The Parties agree that ex-EEA Transfers are made pursuant to the EU SCCs, which are deemed entered into (and incorporated into this DPA by this reference) and completed as follows:

7.2.1 Module Two (Controller to Processor) of the EU SCCs applies when Customer is a controller and SNI is processing Personal Information for Customer as a processor pursuant to Section 2 of this DPA.

7.2.2 Module Three (Processor to Sub-Processor) of the EU SCCs applies when Customer is a processor and SNI is processing Personal Information on behalf of Customer as a Sub-Processor.

7.3 For each module, where applicable the following applies:

7.3.1 The optional docking clause in Clause 7 does not apply.

7.3.2 In Clause 9, Option 2 (general written authorization) applies, and the minimum time period for prior notice of Sub-Processor changes shall be as set forth in Section 6.2 of this DPA;

7.3.3 In Clause 11, the optional language does not apply;

7.3.4 All square brackets in Clause 13 are hereby removed;

7.3.5 In Clause 17 (Option 1), the EU SCCs will be governed by Irish law;

7.3.6 In Clause 18(b), disputes will be resolved before the courts of Ireland;

7.3.7 Exhibit C-2 to this DPA contains the information required in Annex I of the EU SCCs;

- 7.3.8 Exhibit C-3 to this DPA contains the information required in Annex II of the EU SCCs; and
- 7.3.9 By entering into this DPA, the Parties are deemed to have signed the EU SCCs incorporated herein, including their Annexes.

7.4 Ex-UK Transfers. The Parties agree that ex-UK Transfers are made pursuant to the provisions in this Section or the UK International Data Transfer Agreement (“IDTA”) set forth in Exhibit C-4, whichever applies.

- 7.4.1 Data Exports from the United Kingdom under the Standard Contractual Clauses. For ex-UK Transfers where the EU SCCs also apply, the Mandatory Clauses of the Approved Addendum, being the [template Addendum B.1.0](#) issued by the UK Information Commissioner’s Office (“ICO”) and laid before Parliament in accordance with s119A of the Data Protection Act 2018 on 2 February 2022, as revised under Section 18 of those Mandatory Clauses (“Approved Addendum”) shall apply. The information required for Tables 1 and 3 of Part One of the Approved Addendum is set out in Exhibits C-1, C-2, and C-3 of this DPA (as applicable). The information required for Table 2 is set out in Section 7 of this DPA. For the purposes of Table 4 of Part One of the Approved Addendum, the importer may end the Approved Addendum when it changes.

7.5 Transfers from Switzerland. The Parties agree that transfers from Switzerland are made pursuant to the EU SCCs with the following modifications:

- 7.5.1 The terms “General Data Protection Regulation” or “Regulation (EU) 2016/679” as utilized in the EU SCCs shall be interpreted to include the Federal Act on Data Protection of 19 June 1992 (the “FADP,” and as revised as of 25 September 2020, the “Revised FADP”) with respect to data transfers subject to the FADP.
- 7.5.2 The terms of the EU SCCs shall be interpreted to protect the data of legal entities until the effective date of the Revised FADP.
- 7.5.3 Clause 13 of the EU SCCs is modified to provide that the Federal Data Protection and Information Commissioner (“FDPIC”) of Switzerland shall have authority over data transfers governed by the FADP and the appropriate EU supervisory authority shall have authority over data transfers governed by the GDPR. Subject to the foregoing, all other requirements of Clause 13 shall be observed.
- 7.5.4 The term “EU Member State” as utilized in the EU SCCs shall not be interpreted in such a way as to exclude Data Subjects in Switzerland from exercising their rights in their place of habitual residence in accordance with Clause 18(c) of the EU SCCs.

7.6 Supplementary Measures. In respect of any ex-EEA Transfer or ex-UK Transfer, the following supplementary measures shall apply:

- 7.6.1 As of the date of this DPA, SNI has not received any formal legal requests from any government intelligence or security service/agencies in the country to which the Personal Information is being exported, for access to (or for copies of) Customer Data (“Government Agency Requests”);
- 7.6.2 If, after the date of this DPA, SNI receives any Government Agency Requests, SNI shall attempt to redirect the law enforcement or government agency to request that data directly from Customer. As part of this effort, SNI may provide Customer’s basic contact information to the government agency. If compelled to disclose Customer Data to a law enforcement or government agency, SNI shall give Customer reasonable notice of the demand and cooperate to allow Customer to seek a protective order or other appropriate remedy unless SNI is legally prohibited from doing so. SNI shall not voluntarily disclose Customer Data to any law enforcement or government agency. The Parties shall (as soon as reasonably practicable) discuss and determine whether all or any transfers of Personal Information pursuant to this DPA should be suspended in light of such Government Agency Requests; and
- 7.6.3 The Parties will meet as needed to consider whether:
 - (i) the protection afforded by the laws of the country of SNI (Data Importer) to Data Subjects whose Personal Information is being transferred is sufficient to provide broadly equivalent protection to that afforded in the EEA or the UK, whichever the case may be;

- (ii) additional measures are reasonably necessary to enable the transfer to be compliant with the Data Protection Laws; and
- (iii) it is still appropriate for Personal Information to be transferred to SNI (Data Importer), taking into account all relevant information available to the Parties, together with guidance provided by the supervisory authorities.

8. Data Subject Rights.

8.1 Taking into account the nature of the Processing, SNI shall assist the Customer by implementing appropriate technical and organizational measures, insofar as this is possible, for the fulfilment of the Customer's obligations, as reasonably understood by Customer, to respond to requests to exercise Data Subject rights under the Data Protection Laws.

8.2 SNI has provided Customer with the tools necessary to correct, amend, or delete inaccurate data, and Customer may use these tools to comply with Data Subject requests related to the right to correct, amend, or delete inaccurate data.

8.3 SNI shall:

- 8.3.1 promptly notify Customer if it receives a request from a Data Subject under any Data Protection Law in respect to Customer Data.
- 8.3.2 advise the Data Subject to submit their request to Customer and Customer will be responsible for responding to such request, including, where necessary, by using the functionality of the Services. Customer is solely responsible for ensuring that Data Subject Requests for erasure, restriction or cessation of processing, or withdrawal of consent to processing of any Personal Information are communicated to SNI, and, if applicable, for ensuring that a record of consent to processing is maintained with respect to each Data Subject.
- 8.3.3 ensure that it does not respond to that request except on the documented instructions of Customer or as required by applicable laws to which Customer is subject, in which case SNI shall to the extent permitted by applicable laws inform Customer of that legal requirement before SNI responds to the request.

9. Actions and Access Requests; Audits.

9.1 SNI shall maintain records sufficient to demonstrate its compliance with its obligations under this DPA.

9.2 Upon Customer's written request at reasonable intervals (no more than every 12 months), and subject to reasonable confidentiality controls, SNI shall either (i) make available for Customer's review copies of certifications or reports demonstrating SNI's compliance with prevailing data security standards applicable to the processing of Customer's Personal Information, or (ii) if the provision of reports or certifications pursuant to (i) is not reasonably sufficient under Data Protection Laws, allow Customer's independent third party representative to conduct an audit or inspection of SNI's data security infrastructure and procedures that is sufficient to demonstrate SNI's compliance with its obligations under Data Protection Laws, provided that (a) Customer provides reasonable prior written notice of any such request for an audit and such inspection shall not be unreasonably disruptive to SNI's business; (b) such audit shall only be performed during business hours and occur no more than once per calendar year; and (c) such audit shall be restricted to data relevant to Customer. Customer shall be responsible for the costs of any such audits or inspections, including without limitation a reimbursement to SNI for any time expended for on-site audits. The scope of such an audit will be agreed in advance and shall not involve physical access to the servers on which Customer Content and Personal Information is hosted.

9.3 SNI shall, taking into account the nature of the processing and the information available to SNI, provide Customer with reasonable cooperation and assistance where necessary for Customer to:

- 9.3.1 Comply with its obligations under Data Protection Laws to conduct a data protection impact assessment and/or to demonstrate such compliance, provided that Customer does not otherwise have access to the relevant information.
- 9.3.2 Cooperate and/or consult with any supervisory authority where necessary and where required by Data Protection Laws.
- 9.3.3 Customer shall be responsible to the extent legally permitted for any costs and expenses arising from any such assistance provided by SNI as described in 9.3.1 and 9.3.2.

Exhibit C-1

Details of Processing

Nature and Purpose of Processing: SNI will process Customer Data as necessary to provide the Services under the Agreement, for the purposes specified in the Agreement and this DPA, and in accordance with Customer's instructions as set forth in this DPA.

Duration of Processing: SNI will process Customer Data as long as required (i) to provide the Services to Customer under the Agreement; (ii) for SNI's legitimate business needs; or (iii) by applicable law or regulation. Customer Data will be processed and stored as set forth in SNI's [Privacy Policy](#).

Categories of Data Subjects: Customer may submit Personal Information to SNI for the provision of the Services, the extent of which is determined and controlled by Customer in its sole discretion, and which may include, but is not limited to Personal Information relating to the following categories of Data Subjects:

- Employees
- Consultants
- Contractors
- Trainees
- Any other individual whose Personal Information Customer processes through the Services

Categories of Personal Information: Customer may submit Customer Data, which includes Personal Information, to SNI for the provision of the Services, the extent of which is determined and controlled by Customer in its sole discretion, and which may include, but is not limited to the following categories of Personal Information:

- First and last name
- Physical address
- E-mail
- IP address
- Geo-location
- Bandwidth
- ISP
- Proxy
- Domain
- Demographic data

Sensitive Information: Customer shall not process or transfer any Sensitive Information through the Services.

Exhibit C-2

The following includes the information required by Annex I and Annex III of the EU SCCs, and Appendix 1 of the UK SCCs.

1. The Parties

Data exporter(s):

Name: Customer name, as identified in the Order form

Address: Customer address, as identified in the Order form.

Contact person's name, position and contact details: Customer representative, as identified in the Order form.

Activities relevant to the data transferred under these Clauses: As described in Section 2 of the DPA.

Signature and date: The parties agree that execution of the Agreement shall constitute execution of these SCCs, as applicable.

Role (controller/processor): Controller

Data Importer(s):

Name: Spatial Networks, Inc.

Address: 548 Market Street, PMB 14914, San Francisco, CA 94104-5401, USA

Email: privacy@fulcrumapp.com

Activities relevant to the data transferred under these Clauses: As described in Section 2 of the DPA.

Signature and date: The parties agree that execution of the Agreement shall constitute execution of these Clauses, as applicable.

Role (controller/processor): Processor

2. Description of the Transfer

Data Subjects	The Data Exporter may submit Personal Information to the Data Importer through its software, services, systems, products, and/or technologies, the extent of which is determined and controlled by the Data Exporter in compliance with applicable Data Protection Laws and regulations, and which may include but is not limited to Personal Information relating to the following categories of Data Subjects: <ul style="list-style-type: none">• Customers• Employees• Consultants• Contractors• Trainees• Any other individual whose Personal Information Customer processes through the Services
Categories of Personal Information	The Personal Information transferred concern the following categories of data: <ul style="list-style-type: none">• First and last name• Physical address• E-mail• IP address

	<ul style="list-style-type: none"> • Geo-location • Bandwidth • ISP • Proxy • Domain • Demographic data
Special Category Personal Information (if applicable)	N/A
Nature of the Processing	Data is processed in order: to provide the Services as described in the Agreement and in accordance with the Agreement, including in this DPA, the Privacy Policy , and these SCCs.
Purposes of Processing	To fulfill each party's obligations under the Agreement.
Duration of Processing and Retention (or the criteria to determine such period)	During the term of the Agreement.
Frequency of the transfer	During the term of the Agreement on a periodic basis throughout the day and/or at the discretion of Customer.
Recipients of Personal Information Transferred to the Data Importer	SNI provided Customer with a link to the List which outlines SNI's Sub-Processors in the DPA.

3. Competent Supervisory Authority

The supervisory authority shall be the supervisory authority of the Data Exporter, as determined in accordance with Clause 13.

Exhibit C-3

Description of the Technical and Organizational Security Measures implemented by the Data Importer

“Technical and organizational security measures” means those measures aimed at protecting personal data against accidental or unlawful destruction or accidental loss, alteration, unauthorized disclosure or access, in particular where the processing involves the transmission of data over a network, and against all other unlawful forms of processing. SNI will maintain appropriate physical, administrative, technical, and organizational measures and safeguards for protection of the security, confidentiality, and integrity of the Data Exporter’s Personal Information. More information on SNI’s technical and organizational measures can be found in the [Privacy Policy](#) and the Data Processing Agreement. SNI will not materially decrease the overall security of the Services.

The following includes the information required by Annex II of the EU SCCs and Appendix 2 of the UK SCCs.

Technical and Organizational Security Measure	Details
Measures of pseudonymization and encryption of Personal Information	The transmission of Personal Information to and from the Data Processor’s network is completed with the help of commonly accepted security and encryption technologies.
Measures for ensuring ongoing confidentiality, integrity, availability and resilience of processing systems and services	<p>The Data Processor takes – amongst other things – the following measures to guarantee that Personal Information is protected against damage by accident or loss:</p> <ul style="list-style-type: none"> • Personal data is protected from accidental destruction or loss through effective retrieval systems, disaster recovery and business continuity planning. The procedures laid down for making backup copies and for recovering data ensure that they can be reconstructed in the state they were at the time they were last backed up.
Measures for ensuring the ability to restore the availability and access to Personal Information in a timely manner in the event of a physical or technical incident	<p>The security policy contains a precise description of the steps to be taken when a security incident relating to Personal Information is detected, as well as of the persons in charge of dealing with the incident, in order to return to the normal situation as quickly as possible.</p> <p>The procedure for reporting and managing security incidents includes a record of each incident, the time at which it occurred, the person reporting it, to whom it was reported and the effects thereof.</p> <p>The circumstances of any incident are to be analyzed in order to elaborate preventive measures or make adaptations so as to avoid a repetition of this type of incident.</p>
Processes for regularly testing, assessing and evaluating the effectiveness of technical and organizational measures in order to ensure the security of the processing	A reassessment of the technical and organizational measures is performed on a regular basis in order to ensure that the initial goals and the measures taken remain up to date so that improvements can be made if necessary. In case of reorganization or modification of infrastructure, security controls are updated. The security policy will be adapted where necessary as a result of modifications or reassessment.

Technical and Organizational Security Measure	Details
Measures for user identification and authorization	<p>The Data Processor ensures (i) that authorized users who have access to the data processing systems can only access Personal Information within their processing authorization and (ii) that the unauthorized reading, copying, changing or deletion of Personal Information is excluded during use or Processing or after the storing of Personal Information.</p> <p>The granting of access rights is based on the job responsibilities of the user and on a need-to-know basis and has to be authorized and granted by the corresponding supervisor of the person who makes an application for it. The authorizations are made by workflow tools. The access to productive systems is only granted to users who are periodically trained and authorized for the corresponding action. The access to productive systems is also immediately withdrawn in case of a termination of the contract of employment or in case of an assignment of a different task.</p>
Measures for the protection of data during transmission	<p>The Data Processor takes – amongst other things – the following measures to guarantee that Personal Information is not read, copied, altered or removed during the process of electronic transmission, or during the transport or storage of data on data carriers.</p> <ul style="list-style-type: none"> • The remote access to data on the Data Processor’s production machines depends on a connection to the company’s network which is regulated via a double authentication. • The transmission of Personal Information to and from the Data Processor’s network is completed with the help of commonly accepted security and encryption technologies. • The data processing systems are protected against the risk of intrusion with the help of suitable software and hardware whose effectiveness and updating is checked periodically. The routers are appropriately configured to secure the Data Processor’s internal network from unauthorized external connections and to ensure that computer connections and data flow do not breach the logical access adjustment control of the Data Processor systems. Amendments on the hardware-based network components or on their configurations need the acceptance of the designated person in charge and are subject to a change management process.
Measures for the protection of data during storage	<p>The Data Processor takes – amongst other things – the following measures to avoid the use by unauthorized persons of equipment by which Personal Information is processed:</p> <ul style="list-style-type: none"> • Secured access connections and technologies for authentication control are implemented to regulate the access to the Data Processor’s systems and internal support tools. • Techniques for encryption are used to secure user authentications. <p>The Data Processor follows a formal process to permit the access to the Data Processor’s resources or to deny such access. Unique login names, strong passwords and periodic examinations of the access lists exist to guarantee the appropriate use of user accounts. All groups which have</p>

Technical and Organizational Security Measure	Details
	<p>access to the Data Processor’s services are controlled by a regular examination. All named measures are described in a formalized concept of authorization.</p> <p>The Data Processor takes – amongst other things – the following measures to guarantee that Personal Information is not read, copied, altered or removed during the process of electronic transmission, or during the transport or storage of data on data carriers.</p> <ul style="list-style-type: none"> • The remote access to data on the Data Processor’s production machines depends on a connection to the company’s network which is regulated via a double authentication. • The transmission of Personal Information to and from the Data Processor’s network is completed with the help of commonly accepted security and encryption technologies. • The data processing systems are protected against the risk of intrusion with the help of suitable software and hardware whose effectiveness and updating is checked periodically. The routers are appropriately configured to secure the Data Processor’s internal network from unauthorized external connections and to ensure that computer connections and data flow do not breach the logical access adjustment control of the Data Processor systems. Amendments on the hardware-based network components or on their configurations need the acceptance of the designated person in charge and are subject to a change management process.
Measures for ensuring physical security of locations at which Personal Information are processed	<p>The Data Processor takes – amongst other things – the following measures to avoid the access of unauthorized persons to the carriers of Personal Information and computer systems by which the Personal Information is processed or used:</p> <ul style="list-style-type: none"> • By formal/technical access procedures, the access to the involved data processing centers is regulated. Physical access is strictly controlled both at the perimeter and at building ingress points by professional security staff utilizing video surveillance, intrusion detection systems, and other electronic means. Authorized staff must pass two-factor authentication a minimum of two times to access data center floors. All visitors and contractors are required to present identification and are signed in and continually escorted by authorized staff.
Measures for ensuring events logging	The data processor maintains logging systems at the application and infrastructure level.
Measures for ensuring system configuration, including default configuration	The Data Processor’s processes are audited under the SOC 2 Type 2 standard

Technical and Organizational Security Measure	Details
	<p>The Data Processor undertakes – amongst other things – the following measures to separate the Processing of collected data for different purposes:</p> <ul style="list-style-type: none"> • Each data Processing is made on database systems which are separated by a system of logical and physical access controls in the network. • The Personal Information Processing is only made for the purpose as further specified in the Agreement.
<p>Measures for internal IT and IT security governance and management</p>	<p>The Data Processor has drawn up a written policy in relation to data security, giving a precise description of the security strategies and protection features selected for data security. The Security Policy takes into account the real risks the Personal Information are exposed to. It includes a description of how to manage security incidents, a description of the awareness-raising process for the policy within the organization and a description of the various responsibilities and organizational rules. It also specifies the measures foreseen for keeping the security system up to date after installation.</p> <p>The security policy has been approved by the relevant persons in charge and has been adequately disseminated within the organization. A reassessment of the technical and organizational measures is performed on a regular basis in order to ensure that the initial goals and the measures taken remain up to date so that improvements can be made if necessary. In case of reorganization or modification of infrastructure, security controls are updated. The security policy will be adapted where necessary as a result of modifications or reassessment.</p> <p>The Data Processor has appointed a security counsellor, who is in charge of the implementation of the security policy. The security counsellor possesses the necessary competencies, is adequately trained and will not be able to discharge any function or take up any responsibility that is incompatible with that of a security counsellor.</p> <p>The Data Processor has made available sufficient and adequate organizational, technical and financial resources to organize security.</p> <p>Information classification procedures have been elaborated. Whenever necessary, an inventory can be drawn up and all Personal Information being processed can be localized, irrespective of the type of data carrier.</p> <p>Guidelines on Personal Information protection have been elaborated and disseminated within the organization in order to ensure that all employees participating in the Processing of Personal Information are sufficiently informed about their duties and responsibilities during Processing operations.</p>

Technical and Organizational Security Measure	Details
	<p>The Data Processor has completed centralized documentation relating to security, which is complete and formalized, proportional to security needs, up to date at any time and accompanied by a directory at the disposal of properly authorized persons whenever necessary.</p> <p>Such documentation should at least contain the following elements: the identity of the security counsellor, the security policy, the implementation of security measures, an inventory of the personal data being processed, their localization and the operations performed on them, a nominative list of the bodies or appointees having access to the data, the system and network configuration, technical documentation about the security controls that were introduced, a schedule of planned operations, the detection policy, security control test plans, incident reports, and audit reports, if any.</p> <p>The Data Processor takes – amongst other things – the following measures to guarantee that the Processing of Personal Information is made in correspondence with the instructions:</p> <ul style="list-style-type: none"> • The functions and obligations of every individual with access to the Personal Information are clearly defined, updated and documented. Measures are adopted to make staff familiar and periodically trained with respect to the specific rules applicable to their functions and the consequences of any breach of these rules.
Measures for certification/assurance of processes and products	The data processor's processes are audited under the SOC 2 Type 2 standard.
Measures for ensuring data minimization	The data processor operates all systems under the principle of least privilege which extends into data transfer.
Measures for ensuring data quality	Multiple data reconciliation processes are in place.
Measures for ensuring limited data retention	The data processor has automated data deletion processes backed by periodic audits.
Measures for ensuring accountability	<p>The Data Processor takes – amongst other things – the following measures to guarantee that it can be examined and determined subsequently if and by whom Personal Information have been entered into data processing systems, altered, or removed:</p> <ul style="list-style-type: none"> • Effective input control is applied to ensure that Personal Information cannot be read, copied, modified or re-modified without authorization in the course of Processing or use and after storage. All access requests are logged, and their compliance is monitored. Because detection data are also personal data, any operation performed on these data is submitted to adequate security measures.

Technical and Organizational Security Measure	Details
Measures for allowing data portability and ensuring erasure	The data controller may export their data at any time in the application using industry standard formats. Erasure is done via automated processes following the retention period.
Technical and organizational measures of Sub-Processors	Data sub-processors must pass a secure procurement process.

Exhibit C-4

UK International Data Transfer Agreement

This IDTA has been issued by the Information Commissioner for Parties making Restricted Transfers. The Information Commissioner considers that it provides Appropriate Safeguards for Restricted Transfers when it is entered into as a legally binding contract.

Part 1: Tables

Table 1: Parties and signatures

Start date		
The Parties	Exporter (who sends the Restricted Transfer)	Importer (who receives the Restricted Transfer)
Parties' details	Full legal name: Customer name, as listed in Order form Trading name (if different): As listed in Order form Main address (if a company registered address): Customer name, as listed in Order form	Full legal name: Spatial Networks, Inc. Trading name (if different): [REDACTED] Main address (if a company registered address): 548 Market Street, PMB 14914, San Francisco, CA 94104-5401, USA
Key Contact	Full Name (optional): As listed in Order form Job Title: As listed in Order form Contact details including email: As listed in Order form	Full Name (optional): Greg Hunt Job Title: VP, Operations Contact details including email: Greg.hunt@fulcrumapp.com
Importer Data Subject Contact		Job Title: VP, Operations Contact details including email: Greg.hunt@fulcrumapp.com
Signatures confirming each Party agrees to be bound by this IDTA	The parties agree that execution of the Agreement shall constitute execution of this IDTA, as applicable	The parties agree that execution of the Agreement shall constitute execution of this IDTA, as applicable

Table 2: Transfer Details

<p>UK country's law that governs the IDTA:</p>	<p><input checked="" type="checkbox"/> England and Wales</p> <p><input type="checkbox"/> Northern Ireland</p> <p><input type="checkbox"/> Scotland</p>
<p>Primary place for legal claims to be made by the Parties</p>	<p><input checked="" type="checkbox"/> England and Wales</p> <p><input type="checkbox"/> Northern Ireland</p> <p><input type="checkbox"/> Scotland</p>
<p>The status of the Exporter</p>	<p>In relation to the Processing of the Transferred Data:</p> <p><input checked="" type="checkbox"/> Exporter is a Controller</p> <p><input type="checkbox"/> Exporter is a Processor or Sub-Processor</p>
<p>The status of the Importer</p>	<p>In relation to the Processing of the Transferred Data:</p> <p><input type="checkbox"/> Importer is a Controller</p> <p><input checked="" type="checkbox"/> Importer is the Exporter's Processor or Sub-Processor</p> <p><input type="checkbox"/> Importer is not the Exporter's Processor or Sub-Processor (and the Importer has been instructed by a Third Party Controller)</p>
<p>Whether UK GDPR applies to the Importer</p>	<p><input checked="" type="checkbox"/> UK GDPR applies to the Importer's Processing of the Transferred Data</p> <p><input type="checkbox"/> UK GDPR does not apply to the Importer's Processing of the Transferred Data</p>
<p>Linked Agreement</p>	<p>If the Importer is the Exporter's Processor or Sub-Processor – the agreement(s) between the Parties which sets out the Processor's or Sub-Processor's instructions for Processing the Transferred Data:</p> <p>Name of agreement: The Agreement agreed to by Customer</p> <p>Date of agreement: As listed in the Order form</p> <p>Parties to the agreement: As listed in the Order form [REDACTED]</p> <p>Reference (if any): N/A</p> <p>Other agreements – any agreement(s) between the Parties which set out additional obligations in relation to the Transferred Data, such as a data sharing agreement or service agreement:</p> <p>Name of agreement: [REDACTED]</p>

	<p>Date of agreement: []</p> <p>Parties to the agreement: []</p> <p>Reference (if any): []</p> <p>If the Exporter is a Processor or Sub-Processor – the agreement(s) between the Exporter and the Party(s) which sets out the Exporter’s instructions for Processing the Transferred Data:</p> <p>Name of agreement: []</p> <p>Date of agreement: []</p> <p>Parties to the agreement: []</p> <p>Reference (if any): []</p>
Term	<p>The Importer may Process the Transferred Data for the following time period:</p> <p><input checked="" type="checkbox"/> the period for which the Linked Agreement is in force</p> <p><input type="checkbox"/> time period:</p> <p><input type="checkbox"/> (only if the Importer is a Controller or not the Exporter’s Processor or Sub-Processor) no longer than is necessary for the Purpose.</p>
Ending the IDTA before the end of the Term	<p><input checked="" type="checkbox"/> the Parties cannot end the IDTA before the end of the Term unless there is a breach of the IDTA or the Parties agree in writing.</p> <p><input type="checkbox"/> the Parties can end the IDTA before the end of the Term by serving: [] months’ written notice, as set out in the Mandatory Clauses of the Approved IDTA set forth in Part 4.</p>
Ending the IDTA when the Approved IDTA changes	<p>Which Parties may end the IDTA as set out in the Mandatory Clauses of the Approved IDTA set forth in Part 4:</p> <p><input checked="" type="checkbox"/> Importer</p> <p><input type="checkbox"/> Exporter (upon written notice)</p> <p><input type="checkbox"/> neither Party</p>
Can the Importer make further transfers of the Transferred Data?	<p><input checked="" type="checkbox"/> The Importer MAY transfer on the Transferred Data to another organisation or person (who is a different legal entity) in accordance with the Mandatory Clauses of the Approved IDTA set forth in Part 4 (Transferring on the Transferred Data).</p> <p><input type="checkbox"/> The Importer MAY NOT transfer on the Transferred Data to another organisation or person (who is a different legal entity) in accordance with the Mandatory Clauses of the Approved IDTA set forth in Part 4.</p>

<p>Specific restrictions when the Importer may transfer on the Transferred Data</p>	<p>The Importer MAY ONLY forward the Transferred Data in accordance with the Mandatory Clauses of the Approved IDTA set forth in Part 4:</p> <p><input checked="" type="checkbox"/> if the Exporter tells it in writing that it may do so.</p> <p><input type="checkbox"/> to: [REDACTED]</p> <p><input checked="" type="checkbox"/> to the authorised receivers (or the categories of authorised receivers) set out in: incorporated by reference in the DPA.</p> <p><input type="checkbox"/> there are no specific restrictions.</p>
<p>Review Dates</p>	<p><input checked="" type="checkbox"/> No review is needed as this is a one-off transfer and the Importer does not retain any Transferred Data</p> <p>First review date: [REDACTED]</p> <p>The Parties must review the Security Requirements at least once:</p> <p><input type="checkbox"/> each [REDACTED] month(s)</p> <p><input type="checkbox"/> each quarter</p> <p><input type="checkbox"/> each 6 months</p> <p><input type="checkbox"/> each year</p> <p><input type="checkbox"/> each [REDACTED] year(s)</p> <p><input type="checkbox"/> each time there is a change to the Transferred Data, Purposes, Importer Information, TRA or risk assessment</p>

Table 3: Transferred Data

<p>Transferred Data</p>	<p>The personal data to be sent to the Importer under this IDTA consists of:</p> <p><input checked="" type="checkbox"/> The categories of Transferred Data will update automatically if the information is updated in the Linked Agreement referred to.</p> <p><input type="checkbox"/> The categories of Transferred Data will NOT update automatically if the information is updated in the Linked Agreement referred to. The Parties must agree to a change under the Mandatory Clauses of the Approved IDTA set forth in Part 4.</p>
<p>Special Categories of Personal Information and criminal convictions and offences</p>	<p>The Transferred Data includes data relating to:</p> <p><input type="checkbox"/> racial or ethnic origin</p> <p><input type="checkbox"/> political opinions</p> <p><input type="checkbox"/> religious or philosophical beliefs</p>

	<ul style="list-style-type: none"> <input type="checkbox"/> trade union membership <input type="checkbox"/> genetic data <input type="checkbox"/> biometric data for the purpose of uniquely identifying a natural person <input type="checkbox"/> physical or mental health <input type="checkbox"/> sex life or sexual orientation <input type="checkbox"/> criminal convictions and offences <input checked="" type="checkbox"/> none of the above <input type="checkbox"/> set out in: Exhibit C-1 and C-2 of the DPA. <p>And:</p> <ul style="list-style-type: none"> <input checked="" type="checkbox"/> The categories of special category and criminal records data will update automatically if the information is updated in the Linked Agreement referred to. <input type="checkbox"/> The categories of special category and criminal records data will NOT update automatically if the information is updated in the Linked Agreement referred to. The Parties must agree to a change under the Mandatory Clauses of the Approved IDTA set forth in Part 4.
<p>Relevant Data Subjects</p>	<p>The Data Subjects of the Transferred Data are:</p> <ul style="list-style-type: none"> <input checked="" type="checkbox"/> The categories of Data Subjects will update automatically if the information is updated in the Linked Agreement referred to. <input type="checkbox"/> The categories of Data Subjects will not update automatically if the information is updated in the Linked Agreement referred to. The Parties must agree to a change under the Mandatory Clauses of the Approved IDTA set forth in Part 4.
<p>Purpose</p>	<ul style="list-style-type: none"> <input type="checkbox"/> The Importer may Process the Transferred Data for the following purposes: <input checked="" type="checkbox"/> The Importer may Process the Transferred Data for the purposes set out in: Exhibit C-1 and C-2 of the DPA. <p>In both cases, any other purposes which are compatible with the purposes set out above.</p> <ul style="list-style-type: none"> <input checked="" type="checkbox"/> The purposes will update automatically if the information is updated in the Linked Agreement referred to. <input type="checkbox"/> The purposes will NOT update automatically if the information is updated in the Linked Agreement referred to. The Parties must agree a change under the Mandatory Clauses of the Approved IDTA set forth in Part 4.

Table 4: Security Requirements

Security of Transmission	As outlined in Exhibit C-3 of the DPA.
Security of Storage	As outlined in Exhibit C-3 of the DPA.
Security of Processing	As outlined in Exhibit C-3 of the DPA.
Organisational security measures	As outlined in Exhibit C-3 of the DPA.
Technical security minimum requirements	As outlined in Exhibit C-3 of the DPA.
Updates to the Security Requirements	<input checked="" type="checkbox"/> The Security Requirements will update automatically if the information is updated in the Linked Agreement referred to. <input type="checkbox"/> The Security Requirements will NOT update automatically if the information is updated in the Linked Agreement referred to. The Parties must agree to a change under the Mandatory Clauses of the Approved IDTA set forth in Part 4.

Part 2: Extra Protection Clauses

Extra Protection Clauses:	
(i) Extra technical security protections	
(ii) Extra organisational protections	
(iii) Extra contractual protections	

Part 3: Commercial Clauses

Commercial Clauses	
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Part 4: Alternative Mandatory Clauses

Mandatory Clauses	Part 4: Mandatory Clauses of the Approved IDTA, being the template IDTA A.1.0 issued by the ICO and laid before Parliament in accordance with s119A of the Data Protection Act 2018 on 2 February 2022, as it is revised under Section 5.4 of those Mandatory Clauses.
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Exhibit C-5

CCPA Addendum

This CCPA Addendum is incorporated as part of the DPA and sets out the terms that apply when Personal Information regulated by the CCPA is processed by SNI under the DPA.

1. **Definitions.** Any capitalized terms in this Addendum shall have the meanings set forth in the Agreement or the CCPA. If there is any conflict between the capitalized terms in the Agreement and those in this Addendum, the terms in the CCPA shall prevail.
2. **Representations and Warranties**
 - 2.1. SNI represents and warrants that it is a Service Provider or Contractor for the purposes of the services it provides to Customer pursuant to the DPA.
3. **SNI Processing of Customer Data (including Personal Information)**
 - 3.1. SNI shall process Personal Information it receives pursuant to the Agreement only for the limited and specified purposes of providing the agreed upon services to Customer (as outlined in Exhibit C-1) and is prohibited from using Personal Information for any other purpose.
 - 3.2. SNI shall comply with all applicable sections of the CCPA, including by providing the same level of protection to Personal Information as required to be provided by Customer under the law.
 - 3.3. SNI agrees that Customer has the right to take reasonable and appropriate steps to ensure that SNI uses Personal Information that it receives from or processes on behalf of Customer in a manner consistent with Customer's obligations under the CCPA.
 - 3.4. SNI agrees that Customer has the right to take reasonable and appropriate steps to stop and remediate SNI's unauthorized use of Personal Information.
 - 3.5. SNI shall notify Customer as soon as possible after SNI determines that it can no longer meet its obligations under the CCPA.
 - 3.6. If SNI engages Sub-Processors in relation to providing services to Customer pursuant to the Agreement, SNI shall have a contract with the Sub-Processor that complies with the CCPA and has the same restrictions on the processing of Personal Information as outlined in this Addendum.
4. **Restrictions on SNI's Use of Customer Data (includes Personal Information)**
 - 4.1. SNI shall not Sell or Share Personal Information it receives from or processes on behalf of Customer, for purposes outside of those outlined in the DPA and exhibits incorporated by reference in the DPA.
 - 4.2. SNI shall not retain, use, or disclose Personal Information it receives from or processes on behalf of Customer for any purpose (including any Commercial Purpose) other than for the purposes specified in the Agreement, DPA, and except as otherwise permitted by the CCPA.
 - 4.3. SNI shall not retain, use, or disclose Personal Information it receives from or processes on behalf of Customer outside of the direct business relationship between SNI and Customer, except as otherwise permitted under the CCPA.
 - 4.4. SNI shall not combine the Personal Information it receives from or processes on behalf of Customer with Personal Information it receives from or on behalf of another person or which it collects from its own interaction with another individual, provided that SNI may combine Personal Information to perform any Business Purpose, such as to analyze how users interact with Services, or as otherwise permitted under the CCPA.
5. **Consumer Requests**

- 5.1. Customer agrees to: (i) inform SNI of any consumer request made pursuant to the CCPA that they must assist Customer to comply with and (ii) provide the information necessary for SNI to comply with the request.