



By



# Consolidated Terms and Conditions of Services

BY SIGNING AN ORDER FORM, STATEMENT OF WORK OR OTHER ORDERING DOCUMENT (“ORDER FORM”) PROVIDED TO YOU AND YOUR COMPANY (“COMPANY”) BY EITHER (I) ECHEZ, INC. (ON BEHALF OF ITSELF AND ITS AFFILIATES, “ECHEZ”) OR (II) A ECHEZ AUTHORIZED SUBSIDIARY OR RESELLER, COMPANY AGREES TO BE BOUND BY THE TERMS AND CONDITIONS OF THIS CONSOLIDATED TERMS AND CONDITIONS OF SERVICES AGREEMENT (“AGREEMENT”). THE PARTIES AGREE THAT, IF COMPANY HAS SIGNED AN ORDER FORM WITH A ECHEZ AUTHORIZED RESELLER, “ECHEZ” AS USED THROUGHOUT THE AGREEMENT BELOW SHALL BE UNDERSTOOD BY THE PARTIES TO INCLUDE SUCH AUTHORIZED RESELLER.

## 1. Definitions

**Affiliate:** means, with respect to a Party, any entity which controls, is controlled by, or is under common control with such Party, where “control” means the legal, beneficial or equitable ownership of at least a majority of the aggregate of all voting equity interests in such entity, but only for so long as such control exists.

**Autopilot:** Flight without real-time human control, i.e, following pre-set GPS coordinates Drone: UAV capable of autonomous flight

**BANT:** Sales qualification framework used to identify and pursue the most qualified prospects based on their Budget, Authority, Needs, and Timeline

**Budget:** Available resources to invest in the solution.

**Authority:** Ensure that the key decision maker is involved.

**Need:** Establish the specific need that the solution will satisfy.

**Time:** Define the timeframe in which the investment on the solution will be made.

**BI:** Business Intelligence

**BIRST:** (BI/Analytics)

**BVLOS:** Beyond Visual Line of Sight

**Consulting Services:** means any mutually agreed upon services performed by Echez and/or its Affiliates and subcontractors under this Agreement and any applicable order form or statement of work (“SOW”).

**Check Point:** a surveyed point on the ground used to verify the accuracy of photogrammetric outputs. These includes DSMs, point clouds, 3D mesh, orthomosaics and DTMs

**CRM:** Company Relationship Management

**Device:** is a unit of physical hardware or equipment that provides one or more computing functions within a computer system

**Documentation:** means the then-current user documentation for the Software.

**EAM:** Enterprise Asset Management

**ELP Effective License Position:** Establishing an effective license position means taking full inventory of software assets and comparing them against license documentation & installations.

**EPM:** Enterprise Performance Management

**ERP:** Enterprise Resource Planning

**EVLOS:** Extended visual line of sight

**Firmware:** Software the drone uses to control its functions such as the autopilot system

**Flight Log:** a record of a single flight. Traditionally, this would be written by a pilot. In the case of senseFly drones, this is a digital record that is generated automatically.

**FPV:** First Person View. The drone is wirelessly controlled by the pilot through use of a screen or mobile device. You see what the drone sees

**Geofencing:** GPS technology is used to create a virtual geographic boundary, enabling software to trigger a response when a drone enters or flies within a particular area

**GPS:** Global positioning system is a space-based navigation system owned by the US government and operated by the US Air Force that consists of satellites, receivers and other technologies that provide accurate location and time information for civil and military use.

**IT:** Information Technology

**Keypoint:** an identifiable point in an image. The process of photogrammetry involves the matching of common keypoints on two or more images.



By



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DIGITAL WORLD

[www.echezgroup.com](http://www.echezgroup.com)  
[info@echez.com](mailto:info@echez.com)

**Lead:** Database is made from scratch. Data is gathered and enriched with customer needs, plus the opt-in to participate in the project.

**LiDAR:** a remote-sensing technology that measures distances by illuminating a target laser and analysing the reflected light.

**Multispectral imagery:** the output of images that measure wavelengths through light, which then comes together in multiple layers of wavelengths to create geographically accurate mosaics

**Opt-in:** Acceptance by the lead to be contacted again

Partner Management:

**Recruitment:** Inquire and understand potential partner characteristics. Formalize partnership with client.

**Nurture:** Understand partner needs and provide training to partner.

**Photogrammetry:** the science of recording, measuring and interpreting photographs through data retrieved about physical objects and the environment.

**Prepaid Consulting Services:** are any Consulting Services that are paid for in advance by Company.

Propensity Analysis: Size the market and select the most potential companies.

**Qualified Lead (Marketing):** Database is made from scratch. Data is gathered and enriched with customer's needs, plus the opt-in to participate in the project and a prequalification (establish an initial conversation with the BDM in which there's a basic description of the solution and an appointment is set with sales).

**Qualified Lead (Sales):** Database is made from scratch. Data is gathered and enriched with customer's needs, plus the opt-in to participate in the project and an opportunity is identified through BANT (specialized conversation about the solution).

**Relevant Personal Data:** means any Personal Data for which the Company (and/or any Company Affiliate) is the Data Controller and for which Echez (and/or any Echez Affiliate and/or sub-contractor of Echez) is a Data Processor. For the avoidance of doubt, Relevant Personal Data does not include personal data for which Echez or a Echez Affiliate is a Data Controller. The terms Personal Data, Processing (and its derivatives), Data Controller, Data Processor and Data Subject shall have the meanings given to them under applicable data protection laws including the General Data Protection Regulation (Regulation (EU) 2016/679), as amended from time to time, including any national enacting legislation thereto and/or all other relevant applicable laws.

**RPAS:** Remotely Piloted Aircraft System

**SAM** Software Asset Management: All the infrastructure and processes necessary for the effective management, control and protection of the software assets throughout all stages of their lifecycle.

**Software:** means any software, in object code form sold to Company pursuant to a separate agreement.

**SaaS:** Software as a Service

**Telemetry:** A two-way digital data stream between the UAV and a ground station that is used to communicate flight data and instructions to control the UAV.

**UAVs:** Unmanned aerial vehicles

**VLOGS:** Visual Line of Sight. The pilot's ability to see an aircraft from the ground well enough to control it, without the use of artificial visual aids (aside from glasses).

**VXM:** Virtuxplorer Module (Computer that we install on board to communicate the drone with Virtuxplorer Cloud)

## 2. Services.

ECHEZ will provide Company: (a) the professional consulting services ("Professional Services"); and/or (b) the analytics services ("Analytics Services"), collectively the ("Services") identified on mutually executed order form(s) ("Order Forms") and/or mutually executed statements of work ("SOW"), each referencing this Agreement. For the avoidance of doubt, in the event of a conflict between the terms and conditions of this Agreement and the terms and conditions of an Order Form, the terms and conditions of the Order Form shall control.

## 3. Fees and Payments.

Company agrees to pay the fees set forth in each Order Form, if any, in accordance with the payment terms in this Agreement. Invoices for Analytics Services will be invoiced as set forth in the applicable Order Form. Invoices for Professional Services will be invoiced upon execution and payable as set forth in the applicable Order Form. ECHEZ may add a one and a half percent (1.5%) monthly service charge or the highest amount permissible by law if less is payable on all overdue balances that are outstanding more than thirty (30) days after the date of the invoice. Such service charge is in addition to the overdue balance. ECHEZ shall be entitled to any costs of collecting any amount past due hereunder, including reasonable attorneys' fees. All fees are exclusive of, and Company is responsible for

paying, applicable federal, state and local sales, use, excise and other applicable taxes other than taxes on the net income of ECHEZ. Company shall pay or reimburse ECHEZ for any such taxes and ECHEZ may add any such taxes to invoices submitted to Company by ECHEZ.

#### **4. Term.**

This Agreement shall commence on the Effective Date and continue for so long as any Order Form is in place (the “Term”).

#### **5. Termination.**

Either party may terminate this Agreement immediately upon written notice to the other party in the event such other party has committed a material breach of this Agreement that remains uncured thirty (30) days after initial written notice of such breach. Upon termination, Company shall remove destroy or return to ECHEZ any materials provided to Company as part of the Services. In the event of (i) a breach of Section 9, or (ii) if the Company (a) holds any meeting with or proposes to enter into or has proposed to it any arrangement or composition with its creditors; (b) has a receiver, administrator, or other encumbrancer take possession of or appointed over or has any distress, execution or other process levied or enforced (and not discharged within seven (7) days) upon the whole or substantially all of its assets; or (c) ceases or threatens to cease to carry on business or becomes unable to pay its debts as they become due, ECHEZ shall have the right to terminate this Agreement immediately.

#### **6. Marketing.**

Upon receipt of the other party’s written consent, each party may use the other party’s name, trade name, trademarks and icons for certain marketing and promotional purposes as mutually agreed upon in writing by both parties. All use of a party’s assets by the other party shall inure to the benefit of the party owning the assets and such owning party shall be the sole party entitled to register its assets.

#### **7. Relationship Management.**

##### **7.1. Governance**

The SOW will define the specifics for governance of the relationship between the parties. The parties will carry out their own management responsibilities a timely manner.

##### **7.2. Dispute Resolution**

The Company Relationship Manager will handle in first instance any dispute arising under these Terms (or the SOW) within seven (7) business days of receipt of a notice from either party specifying the nature of the dispute. If unresolved, the dispute will be escalated as set forth by the SOW. Breaches of Intellectual Property rights are excluded from this mechanism.

#### **8. License Grant; Restrictions.**

##### **8.1.**

Subject to Company’s obligations herein, ECHEZ hereby grants to Company during the term of this Agreement a limited, revocable, non-exclusive, non-transferable, non-sub licensable license to (a) access and use the Analytics Services provided by ECHEZ, including ECHEZ proprietary lead information, solely for purposes of (as applicable) communicating with, engaging with and delivering offers to such leads (the “Leads”); and (b) use any Professional Services referenced in the applicable Order Form. For the avoidance of doubt, use of the Leads, the Professional Services and any related material is governed by these terms and any other policies issued by ECHEZ from time to time. In the event that an Order Form related to a Service includes additional license restrictions related to such Service, such additional license restrictions shall apply with respect to such Service. All rights not expressly licensed to Company hereunder are reserved to ECHEZ, including without limitation all ownership and proprietary rights in ECHEZ’s technology and the Services. Company acknowledges and agrees that Company’s rights in and to ECHEZ’s Intellectual Property (as defined in Section 11 below), including its technology and Services are limited to the license rights set forth in this Section 8.1. Company will not claim ownership or proprietary rights in ECHEZ’s technology or Services.

## 8.2.

Company is not permitted to change or modify ECHEZ's Intellectual Property. Without limiting the foregoing, in the event of any change, modification, extension or correction thereof, Company hereby irrevocably assigns to ECHEZ any and all rights it may be deemed to have in any such change, modification, extension or correction, and agrees to execute all documents necessary to implement and effect such assignment. To the extent that Company is unavailable or unwilling to execute such documents then Company hereby appoints ECHEZ as its attorney in fact for the purpose of executing the forgoing assignment. Company shall not (i) misappropriate any of ECHEZ's software, technology or other services, or (ii) use, or permit, enable or assist any third party to use, the Services to create competing products or services, or (iii) modify ECHEZ's Intellectual Property or use any of ECHEZ's Intellectual Property unless otherwise agreed to by ECHEZ in a signed writing.

## 9. Acceptable Use of the Services.

Company agrees that it will not (a) modify, copy, decompile, disassemble or reverse engineer, or cause any other party to modify, copy, decompile, disassemble or reverse engineer, ECHEZ's Intellectual Property; (b) sublicense any of ECHEZ's Intellectual Property to third parties or sell, resell, rent, sublicense or lease the Services to third parties; (c) otherwise violate the license grant or restrictions set forth in Section 8 above; (d) use the Services for malicious or unauthorized purposes; (e) interfere with or disrupt the integrity or performance of the Services, ECHEZ operations, or third-party data contained therein either directly or using third party technology; (g) alter, copy, move or delete any tags or code placed as part of the Services; (h) use or permit, enable or assist any third party to use, the Services to create competing products or services.

## 10. Company's Compliance with Laws and Terms.

Company shall (a) as required by Applicable Law, provide notice to Leads about how data will be used and shared with ECHEZ and its downstream processors, (b) obtain and maintain valid consent for ECHEZ to process Lead data as required in Company's privacy policy and as otherwise required; (c) not use the Services for unlawful, obscene, offensive or fraudulent content or activity, such as advocating or causing harm, interfering with or violating the integrity or security of a network or system, evading filters, sending unsolicited, abusive or deceptive messages, viruses or harmful code, or violating third party rights; (d) be responsible for its employees, consultants and agents that use the Services provided hereunder; (e) use the Services in compliance with all Applicable Laws; and (f) obtaining and maintaining valid consumer consent to send and receive messages. It is Company's sole responsibility to abide by all laws and regulations applicable to the receipt, use, storage and safeguarding of data that identifies consumers provided by ECHEZ to Company, and to comply with them. Company agrees to maintain commercially reasonable physical, electronic and procedural controls and safeguards to protect any such consumer information received pursuant to these terms from unauthorized use or disclosure, including the maintenance of appropriate safeguards to restrict access to the consumer data solely to carry out the purposes for which the information was disclosed. For purposes of this Agreement, "Applicable Law" shall mean all laws, rules, regulations, treaties (and similar governmental obligations), including local, national and multinational, that are applicable to the party as the context requires.

## 11. Intellectual Property Rights.

ECHEZ shall retain all rights to the intellectual property provided by ECHEZ to Company, including all of its rights to its technologies, trade secrets, know how, and other intellectual property created by ECHEZ, including without limitation any modifications, enhancements and derivatives thereof. ECHEZ shall retain all rights to the Services (including without limitation any materials or code provided as part of the Professional Services), technologies, information, trade secrets, know how, intellectual property, information and data generated by ECHEZ or ECHEZ's systems, whether pre-existing, or created after the Effective Date, including any modifications, enhancements and derivatives thereof (including, without limitation, metrics, data and information generated by such Services and software) (collectively, "ECHEZ's Intellectual Property"). No implied licenses are granted herein.

## 12. Confidential Information.

ECHEZ and Company understand and agree that in connection with the negotiation and performance of this Agreement, each party may have had or have access to or may have been or be exposed to, directly or indirectly, private or confidential information of the other party, including, but not limited to, trade secrets, computer programs and code, scripts, algorithms, features and modes of operation, inventions (whether or not patentable), techniques, processes, methodologies, schematics, testing procedures, software design and architecture, design and function

specifications, analysis and performance information, documentation, details of its products and services, as well as names and expertise of, and information relating to, vendors, employees, consultants, customers and prospects, know-how, ideas, and technical, business, pricing information, financial and marketing information and strategies and any other information that the receiving party reasonably should know is confidential (“Confidential Information”). Each party (on its behalf and on behalf of its subcontractors, employees or representatives, or agents of any kind) agrees to hold and treat all Confidential Information of the other party in confidence and will protect the Confidential Information with the same degree of care as each party uses to protect its own Confidential Information of like nature. The Confidential Information will not, without the prior written consent of the other party, be disclosed to any third party except that the receiving party may disclose the Confidential Information or portions thereof to (a) its directors, officers, employees, agents and representatives on a need-to-know basis; (b) its vendors or subcontractors on a need-to-know basis and under confidentiality obligations no less restrictive than those contained herein; or (c) as may be required by law, applicable regulation or judicial process, provided, however, that if the receiving party is required to disclose such Confidential Information under this clause 12 (b), the receiving party shall promptly notify the disclosing party of such pending disclosure and consult with the disclosing party prior to such disclosure as to the availability and advisability of seeking a protective order or other means of preserving the confidentiality of the Confidential Information. Notwithstanding anything contained herein to the contrary, Confidential Information does not include any information that (i) at the time of the disclosure or thereafter is lawfully obtained from publically available sources generally known by the public (other than as a result of a disclosure by the receiving party or its representative); (ii) is available to the receiving party on a non-confidential basis from a source that is not and was not bound by a confidentiality agreement with respect to the Confidential Information; or (iii) has been independently acquired or developed by the receiving party without violating its obligations under this Agreement or under any Applicable Law. This Section 12 shall supersede any previous agreement relating to confidential treatment and/or non-disclosure of Confidential Information; provided, however, that any information disclosed pursuant to that earlier agreement shall be deemed to be Confidential Information and protected under the terms of this Agreement as if this Agreement had been in place at the time of such disclosure. Subject to Section 23 below, upon termination or expiration of this Agreement and upon the disclosing party’s written request, the other party shall return or destroy such party’s Confidential Information in its possession.

### 13. Warranties.

Each party represents and warrants to the other party that, to the best of its knowledge: (a) the signatory signing this Agreement on its behalf has the right to sign this Agreement; (b) this Agreement does not and shall not conflict with any other agreement entered into by it; and (c) it owns (or has been duly licensed to use) all rights in its Brands required in order to grant the licenses granted herein. EXCEPT FOR THE FOREGOING WARRANTIES, AND TO THE FULLEST EXTENT PERMISSIBLE UNDER APPLICABLE LAW, BOTH PARTIES (AND ECHEZ ON BEHALF OF ITS THIRD PARTY SUPPLIERS) DISCLAIM ALL REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED, CONCERNING OR RELATED TO THIS AGREEMENT, AND ALL ORDER FORMS, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. ECHEZ DOES NOT WARRANT, GUARANTEE OR MAKE ANY REPRESENTATIONS REGARDING THE USE, THE RESULTS OF THE USE OR THE BENEFITS OF THE SERVICES, OR ANY INFORMATION CONTAINED THEREIN OR OTHERWISE PROVIDED PURSUANT TO THIS AGREEMENT. NO ECHEZ PERSONNEL IS AUTHORIZED TO MAKE ANY EXPANSION, MODIFICATION OR ADDITION TO THIS LIMITATION OR THE EXCLUSION OF WARRANTIES IN THIS AGREEMENT. In the event of any breach of the warranties contained in this Agreement, the sole and exclusive liability of the breaching party shall be to use commercially reasonable efforts to promptly correct such breach.

REGARDING THE ANALYTICS SERVICES, THE LEADS, MARKETING SERVICES ARE PROVIDED “AS IS”, “WHERE IS”. EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION, NEITHER PARTY MAKES ANY WARRANTIES TO THE OTHER, AND ALL IMPLIED, STATUTORY OR OTHER WARRANTIES ARE DISCLAIMED TO THE FULLEST EXTENT PERMITTED BY LAW, INCLUDING ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, COMPLIANCE WITH THE LAWS, NON-INFRINGEMENT, TITLE, OR BASED ON COURSE OF DEALING OR USAGE OF TRADE. ECHEZ DOES NOT GUARANTEE THAT THE INFORMATION PROVIDED BY THE CONSUMER IS ACCURATE OR COMPLETE, OR THE RESULTS TO BE ACHIEVED FROM THE LEADS, INCLUDING ANY SPECIFIC CUSTOMER CONVERSION RATES. COMPANY UNDERSTANDS AND ACCEPTS THAT LEADS AND CONTACT INFORMATION COLLECTED HAVE NOT BEEN SCREENED OR VALIDATED BY ECHEZ AND ARE NOT GUARANTEED TO BE ACCURATE OR ERROR-FREE

## 14. Limitation of Liability.

14.1.

IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, OR FOR ANY DAMAGES FOR LOST PROFITS, LOSS OF USE, LOSS OF BUSINESS, LOSS OF REVENUE, OR LOSS OF DATA, ARISING OUT OF OR IN RELATION TO THIS AGREEMENT OR THE SERVICES. NEITHER PARTY SHALL BE LIABLE FOR ANY ACTS OR OMISSIONS OF THIRD PARTIES NOT UNDER ITS CONTROL. ECHEZ SHALL NOT BE LIABLE FOR ANY THIRD PARTY SERVICES, CODE, TECHNOLOGY, APPLICATIONS, POLICIES, PROCEDURES, OR PRODUCTS. IN THE EVENT THAT APPLICABLE LAW DOES NOT ALLOW THE LIMITATION OF LIABILITY AS SET FORTH ABOVE, THIS LIMITATION WILL BE DEEMED MODIFIED SOLELY TO THE EXTENT NECESSARY TO COMPLY WITH APPLICABLE LAW.

14.2.

IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY CAUSE OR CLAIM WHATSOEVER ARISING OUT OF OR RELATED TO THIS AGREEMENT IN EXCESS OF THE AMOUNTS ECHEZ HAS BEEN PAID HEREUNDER DURING THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE DATE ON WHICH THE CAUSE OF ACTION AROSE. IN THE EVENT THAT APPLICABLE LAW DOES NOT ALLOW THE LIMITATION OF LIABILITY AS SET FORTH ABOVE, THIS LIMITATION WILL BE DEEMED MODIFIED SOLELY TO THE EXTENT NECESSARY TO COMPLY WITH APPLICABLE LAW.

14.3.

THE FOREGOING LIMITATIONS WILL NOT APPLY TO (A) ANY PAYMENT OBLIGATIONS CONTAINED IN SECTION 3, OR (B) COMPANY'S BREACH OF SECTION 9, 10 AND 11. ALL OF THE LIMITATIONS CONTAINED HEREIN WILL ALSO APPLY TO ECHEZ'S THIRD PARTY SUPPLIERS.

14.4.

THE FOREGOING LIMITATIONS AND EXCLUSIONS WILL APPLY REGARDLESS OF WHETHER THE CAUSE OF ACTION ARISES IN CONTRACT, IN TORT OR OTHERWISE AND NOTWITHSTANDING THE FAILURE OF THE ESSENTIAL PURPOSE OF ANY REMEDY OR NEGLIGENCE.

14.5.

THE PARTIES EXPRESSLY ACKNOWLEDGE AND AGREE THAT ECHEZ HAS AGREED TO THE PRICING AND ENTERED INTO THIS AGREEMENT, IN PART IN RELIANCE UPON THE LIMITATIONS OF LIABILITY SPECIFIED HEREIN, WHICH ALLOCATE THE RISK BETWEEN ECHEZ AND COMPANY AND CONTRIBUTES TO THE BASIS OF THE BARGAIN BETWEEN THE PARTIES.

## 15. Indemnity.

### 15.1. By Company.

Company agrees to indemnify, defend and hold harmless ECHEZ and its members, directors, officers and affiliates, successors and assigns from and against any liabilities, damages, costs and expenses (including reasonable attorney's fees) resulting from a third party claim or investigation relating to or arising from Company or its employees', contractors' or agents' activities with respect to the Leads or the possession, disclosure or use thereof, including without limitation, any consumer contact or information in connection therewith, or any breach of the warranties you made above, including your warrant of compliance with TCPA, or the restrictions on use of the Leads. Subject to the provisions of Section 15.3 below, if a third party claims against ECHEZ that (i) Company's intellectual property (including, without limitation, Applications and data) or content provided to ECHEZ infringes any third party's rights as of the Effective Date, or (ii) Company breached its obligations set forth in Section 9, 10 or 11, then in each case Company will defend and pay all costs of defense of such claim (including reasonable attorneys' fees), and will indemnify and hold ECHEZ harmless from and against any settlement amounts agreed to by Company or damages finally awarded by a court of competent jurisdiction to such third party.

### 15.2. By ECHEZ.

Subject to the provisions of Section 15.3 below, if a third party claims against Company that the Services infringe such third party's US patent issued as of the Effective Date, US copyright or US trademark (a "Claim"), ECHEZ will defend the Claim and pay all costs of defense of such claim, and will indemnify and hold harmless Company from and against all settlement amounts agreed upon by ECHEZ or damages finally awarded by a court of competent jurisdiction to such third party. ECHEZ's obligations shall not apply to the extent that a claim that is based on: (a) Company's modification of the Services; (b) Company's operation or use of the Services in combination with other

Company or third party technology including, without limitation, any Applications; or (c) modifications to the Services made by ECHEZ at Company's direction or in accordance with specifications provided by Company. The indemnification set forth in this Section 15 is ECHEZ's entire liability, and Company's sole and exclusive financial remedy, for third party Claims.

### **15.3.Procedure.**

The indemnification obligations hereunder are conditioned upon the party seeking indemnification (a) giving the indemnifying party prompt written notice of any claim, action, suit or proceeding; (b) granting sole control of the defense and settlement to the indemnifying party; and (c) reasonably cooperating with indemnifying party at the indemnifying party's expense. In the event that ECHEZ determines a risk of an infringement, at ECHEZ's option and expense, ECHEZ may (x) replace or modify the Services with substantially equivalent services or replacement services so that the Services are no longer infringing, (y) obtain for Company the right to continue using the Services or if in ECHEZ's sole discretion neither (x) nor (y) is commercially feasible, (z) cancel the applicable Services and reimburse Company for any prepaid but unused Services as of the date of termination. The indemnified party may participate in the defense of the claim at its own expense and in a manner not disruptive to indemnifying party's conduct of the defense.

### **16. Force Majeure.**

The parties shall not be liable to each other or any other person for any delay or failure in the performance of this Agreement or for loss or damage of any nature whatsoever suffered by such party due to disruption or unavailability of communication facilities, utility or Internet service provider failure, acts of war, acts of terrorism, acts of God, acts of vandalism, lightning, fire, strike, unavailability of energy sources or any other causes beyond the party's reasonable control.

### **17. ECHEZ Personnel**

ECHEZ may without any restrictions, appoint subcontractors to provide or assist in providing Services. The parties will assign personnel to perform those activities required of such party under the Agreement and shall be responsible for the supervision, direction, control, and compensation of its personnel.

### **18. Company Obligations**

#### **18.1.Company Grant**

Company hereby grants to ECHEZ the right to use all such data, content and third party software for the purposes of the performance of ECHEZ's obligations herein. Company shall encrypt any data or content prior to storage or upload of such data or content into the Services.

#### **18.2. Company Managers**

Company shall appoint an individual who shall serve as the primary Company representative under these Terms. This individual shall: (a) have overall responsibility for managing and coordinating the performance of Company's obligations and (b) be authorized to act for and on behalf of Company with respect to all matters relating to the Services.

#### **18.3. Company Representations**

Company represents that it: (i) owns or has the right to use all Company Materials, data and content which are processed by, stored on or used in relation to the Services; and (ii) has all necessary licenses and permissions for usage of any third party software to be supplied/provided by Company to ECHEZ and used with the Services. assets

#### **18.4. Remote Access**

Company shall provide to and maintain for ECHEZ remote access for the purposes of providing the Services. Any equipment and software needed to enable electronic communications for the purposes of providing remote access shall be provided by Company. Company authorizes ECHEZ to store at the Company service location, or load onto the products used for electronic communications, such equipment and programming as may be needed by ECHEZ to track usage levels or perform any repair or maintenance related services for the assets.

### 18.5. Company Resources

Company shall, upon ECHEZ's request: (1) make available to ECHEZ, Company technical personnel familiar with Company's business requirements; (2) provide to ECHEZ complete and accurate information regarding Company's business requirements in respect of any work to be performed by ECHEZ; (3) respond to requests for approvals, which approval shall not be unreasonably withheld or delayed, provided however approval shall be deemed to have been provided if Company has not responded within the applicable time; (4) cooperate with ECHEZ; (5) promptly notify ECHEZ of any third party claims or invalid or nonexistent licenses that may have an impact on these Terms or the Services; (6) give ECHEZ Personnel and its subcontractors access to the Company Service Location to the extent reasonably necessary for them to perform the Services, including to effect the necessary adjustments, maintenance and repairs; (7) provide any Required Data, and (8) perform all other obligations of Company described in these Terms. Company shall not act in a way that affects or impacts the assets or Services without ECHEZ's prior written approval. Company shall provide to ECHEZ, at no charge: (a) use of space for the assets (if any), at a time on or before arrival of the assets; (b) necessary power and cooling required to support the assets; (c) servers, power and network connectivity required to support the assets and any related software; (d) access to any Company Service Location(s) and related facilities and infrastructure that ECHEZ reasonably requires for business purposes in connection with the performance of the Services; (e) full access to, and use of, the Company supplied products, which Company shall maintain in good repair and working and usable condition as required by ECHEZ to provide the Services; and (f) such other resources specified in these Terms. Company shall further provide ECHEZ with the services, utilities, equipment and supplies reasonably necessary for ECHEZ to provide the Services consistent with that which Company provides to its own personnel, including office space, office furnishings, janitorial service, local telephone service, utilities (including air conditioning), office-related equipment, supplies, duplicating services, and premises security in the Company service locations. At all Company service locations at which Services will be provided, Company will provide ECHEZ access to and use of Company's voice and data telecommunications equipment and transmission lines, including printers, terminals and cabling. Company will give ECHEZ access to such facilities twenty-four (24) hours a day, seven (7) days a week. Company shall provide adequate storage space for spare parts and adequate working space including heat, light, ventilation, electrical current and outlets for the use by ECHEZ's Personnel. These facilities will be within a reasonable distance from the assets to be serviced. Company shall maintain and repair all facilities accessible by ECHEZ in compliance with all laws. Company will be responsible for all reasonable leasehold improvements to the Company service locations required for ECHEZ to deliver the Services. Company will also be responsible for all costs and expenses associated with any relocation of ECHEZ's operations that are done at Company's request, provided that nothing contained herein shall obligate ECHEZ to relocate operations unless mutually agreed to by the parties. Company shall ensure that ECHEZ is legally authorized to use any resources provided by Company.

### 18.6. Impeded Performance

In the event that ECHEZ's performance of the Services requires or is contingent upon Company's performance of an obligation and Company delays or withholds such performance beyond the agreed-upon time period (or beyond five (5) days, if a time period is not specified), the time for the performance of ECHEZ's obligations shall be extended for the period of such delay in, or withholding of, performance.

### 19. Notice of Laws.

Company shall ensure that its implementation and use of the Services complies with all laws and regulations applicable to Company's business, geographic locations and geographic locations of its customers and users, and shall inform ECHEZ if such compliance requires any modification to ECHEZ's standard Services offerings. Upon Company's request, ECHEZ will endeavor to support Company's specific requirements for compliance with Applicable Laws and regulations, and any modification to ECHEZ's standard Services offerings requested or required by Company may require professional services work by ECHEZ and/or additional fees.

### 20. Third Party Offerings.

From time to time, third party services provided by ECHEZ with ECHEZ's Services ("Third Party Offerings") may become available. By using a Third Party Offering, Company authorizes sharing data with third-party providers and acknowledges that Company's agreement with the third-party provider governs the Third Party Offering and the third party's use of Company Confidential Information. Company assumes full responsibility for any damages, losses, costs,



or harms arising from the use of or inability to use such Third Party Offerings. In addition, if required by a government regulator, court order or similar legal authority, or as otherwise required by such third party in connection with the Services, Company agrees that ECHEZ may delete specified data associated with the Services in order to comply. With respect to Company's or third parties' technology or information used or integrated with ECHEZ's Services, Company or the applicable third party will be and remain responsible for their respective services, technologies and personnel, and all matters related thereto. ECHEZ does not monitor or control such limitation, suspension or termination of their services and specifically disclaims any liability with regard to such service limitation, suspension or termination. EXCEPT AS EXPRESSLY WARRANTED IN THIS AGREEMENT, ALL SUCH SERVICES ARE PROVIDED "AS IS" AND ECHEZ HEREBY DISCLAIMS ALL REPRESENTATIONS, WARRANTIES AND OTHER TERMS AND CONDITIONS WITH REGARD TO SUCH SERVICES, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING ALL WARRANTIES AND CONDITIONS OF SATISFACTORY QUALITY, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT.

## 21. Notices.

Unless and to the extent otherwise set forth in an Order Form, all notices shall be in writing and shall be sent by certified mail, return receipt requested, or by wire communications (e.g., facsimile) to the respective contact at the other party. Notices to Company shall be sent to the address set forth on the applicable Order Form(s). Notices to ECHEZ shall be sent to ECHEZ, Inc., Attn: General Counsel, 1825 Main Street, Weston FL 33326. The effective dates of such notice shall be (1) upon evidence of a successful facsimile transmission; (2) five days following the date of mailing for certified or registered letters; or (3) two days following the date sent for overnight letters. The above addresses may be changed at any time by giving prior written notice as above provided.

## 22. Independent Contractors.

The parties are independent contractors and neither this Agreement nor the performance of Services shall create an association, partnership, joint venture, or relationship of principal and agent, master and servant, or employer and employee, between the parties; and neither party will have the right, power or authority (whether expressed or implied) to enter into or assume any duty or obligation on behalf of the other party.

## 23. Specific Terms for Services

The terms before and after this section apply generally to all Services. This section contains specific terms for services that are in addition to the general terms. These specific terms govern if there are any conflicts with the general terms.

### 23.1. Analytics Services.

With respect to each purchase or receipt of Leads or Services, Company agrees and warrant that the use of the Leads and Services and any calls and other interactions with and information provided to consumers resulting from the Leads will comply with all applicable federal, state and local laws, statutes, rules and regulations, including without limitation, the Communications Act of 1934, as amended, the Telephone Consumer Protection Act ("TCPA") and implementing regulations issued by Federal Communications Commission, the Telemarketing and Consumer Fraud and Abuse Prevention Act, the Federal Trade Commission's Telemarketing Sales Rule, the Controlling the Assault of Non-Solicited Pornography and Marketing Act, and other federal and state laws and regulations governing the marketing, promotion, and/or sales of goods or services, including general consumer protection laws and regulations, or other consumer protection laws that prohibit unfair, deceptive, or misleading acts or practices; without limiting the generality of subsection (a) above, Company will not make any calls to any individual listed on any federal or state national Do-Not-Call (DNC) registry unless an exemption applies; Company will not use any lead information for purposes of determining a person's eligibility for insurance, credit, employment or otherwise in any manner that violates the Fair Credit Reporting Act; Company have obtained any and all required licenses, permits, and other authorizations required by any law, regulation, or government or regulatory authority to conduct Company business as presently conducted, including offering and selling the products and services that are the subject of the lead; Company have disclosed the existence of any federal or state decrees, orders, or consent agreements, and any pending formal or informal government investigations, and Company further represents and warrants that if Company become involved or named in any action, investigation, complaint or other proceeding by or before any governmental or regulatory authority, or any private party, Company will immediately provide notice to ECHEZ of such action, investigation, complaint or other proceeding; and Company will ensure that Company employees, contractors and agents comply with the foregoing. Company

authorizes ECHEZ to make a charge against the Company account pre-funded balance in the amount of the fees for Leads that are delivered to Company. Pre-funded balances will need to be replenished to maintain the balance at the required minimum amounts established by ECHEZ from time to time. ECHEZ reserves the right to not deliver leads in the event of an insufficient balance in the account. Purchases of Leads are not cancellable, and fees paid are not refundable. Company is not authorized to use any Leads that are not paid for. Leads and services are confidential information of ECHEZ. COMPANY AGREES NOT TO SHARE WITH OTHERS, LICENSE, RESELL, DISTRIBUTE OR OTHERWISE DISCLOSE ANY OR ALL OF THE LEADS OR SERVICES OR THE INFORMATION CONTAINED IN THEM, ALONE OR AS PART OF A LIST OR ANY OTHER DATA OR LEAD AGGREGATION, TO ANY THIRD PARTY FOR ANY PURPOSE, EXCEPT ONLY TO AN ENTITY ENGAGED BY YOU AS A CONTRACTOR FOR THE SOLE PURPOSE OF ASSISTING YOU IN CONNECTION WITH THE AUTHORIZED USE OF THE LEADS BY YOU.

### **23.2. Professional Services.**

Unless otherwise specified in the applicable order form or statement of work, Professional Services will be provided on a time and materials basis. Prepaid Professional Services are calculated based on the currency and location in which they are purchased and may only be used by the Company as the entity that purchases such Prepaid Professional Services and in such location. No refunds or credits shall be provided for any unused Prepaid Professional Services following either the expiration of the Professional Services term as identified in the applicable Order Form. Any work undertaken: (a) between 6pm and 6am Monday to Friday; or (b) on Sundays or a weekend or a statutory/public holiday will be charged at 200% of the quoted daily rate or if on Saturdays at 150% respectively. Services may be provided at the facilities of ECHEZ, its subcontractors, or Company. A minimum of ½ day (4 hours) will be charged for all work at Company’s facilities. Remote services provided via phone, e-mail or remote access to Company’s site will be charged at the standard hourly rate. Company shall reimburse ECHEZ for actual, necessary, and reasonable travel expenses incurred by ECHEZ. Company (and its staff) shall reasonably cooperate with ECHEZ in the performance of the Professional Services and shall provide ECHEZ with the information, feedback, instructions, consents, equipment and access to premises necessary to enable the timely performance of the Professional Services by ECHEZ in the manner provided herein. Company shall be responsible for the completeness and accuracy of all information, data and material provided by Company or its authorized representatives to ECHEZ. Company acknowledges that any time frames set forth in an Order Form are estimates only of the amount of time required by ECHEZ for the provision of the Professional Services and time shall not be of the essence. Company shall use all reasonable efforts to avoid and reduce damages and will make back-up copies of data on a regular basis and carry out security checks for the purpose of defending or detecting viruses and other disruptive programs within Company's IT system.

### **23.3. Virtuxplorer Services.**

Virtuxplorer Account: You may need a Virtuxplorer Account in order to use Virtuxplorer Platform. You may create your own Virtuxplorer Account, or your Virtuxplorer Account may be assigned to you by an administrator, such as your employer. An account is defined as one named user individual (“User”) that can use the Service at a time. Multiple Users may not use the same User account via sharing login details or utilizing a team-based email address, and only one human being can be associated with a particular User account. If you are using a Virtuxplorer Account assigned to you by an administrator, different or additional terms may apply, and your administrator may be able to access or disable your account. To protect your Virtuxplorer Account, keep your password confidential. You are responsible for the activity that happens on or through your Virtuxplorer Account. Try not to reuse your Virtuxplorer Account password on third-party applications

## **24. Miscellaneous.**

This Agreement, together with all exhibits attached hereto that reference this Agreement, contains the entire agreement of the parties, and supersedes any and all previous agreements addressed herein or with respect to the subject matter hereof, whether oral or written. ECHEZ hereby rejects any terms or conditions (“Form Terms”) appearing on any purchase order or other supplements that are in addition to, or different from, the terms and conditions of this Agreement, and the parties agree that all such Form Terms shall be void and of no force or effect. No amendment to the terms set forth in this Agreement will be effective unless signed by the parties hereto, except that ECHEZ has the right to modify its product offering (including but not limited to discontinuing a product and/or certain product functionalities and/or features) at any time through notice to Company at its sole discretion. No failure of either party

to exercise or enforce any rights under this Agreement shall act as a waiver of such rights. The Company acknowledges and agrees that the Data Protection Agreement provided by ECHEZ (the “DPA”) will govern the relationship formed hereby and in the event of any conflict between such DPA and this Agreement, such DPA will govern. Company authorizes ECHEZ to enter into data protection agreements with downstream processors on Company’s behalf. This Agreement shall be binding and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns. This Agreement may not be assigned, in whole or in part, whether voluntarily or by operation of law (including by way of sale of assets, merger, consolidation, or otherwise), without ECHEZ’s prior written consent, such consent not to be unreasonably withheld. Any purported assignment by operation of law or otherwise is voidable in ECHEZ’s sole discretion. ECHEZ may assign this Agreement to any successor to its business. Company acknowledges that the Services contain features to monitor user behavior and will provide notice of such monitoring behavior in accordance with Company’s obligations herein. If any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions of this Agreement will remain in full force and the unenforceable provision shall be interpreted so as to render it enforceable while approximating the parties’ intent as closely as possible. This Agreement shall be governed in all respects, including validity, interpretation and effect, by the laws of the State of Florida and exclusive venue shall be in the courts of Miami-Dade County, Florida, USA. Each party expressly waives its right to a trial by jury. The application of the UN Convention on Contracts for International Sale of Goods is expressly excluded. This Agreement should not be construed in favor of or against any party by reason of the extent to which any party or its professional advisors participated in the preparation or drafting of this Agreement. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement. The counterparts of this Agreement and all ancillary documents may be executed and delivered by facsimile or other electronic signature and the receiving party may rely on the receipt of such document by such means as if the original had been received. The headings in this Agreement are for purposes of reference only and shall not limit or otherwise affect the meaning hereof. Sections 3, 8.2, 9, 10, 11 through 14 and 22 and 24 shall survive the termination of this Agreement.