SADA Systems, Inc.
GOOGLE MAPS PLATFORM CUSTOMER AGREEMENT

This **GOOGLE MAPS PLATFORM CUSTOMER AGREEMENT** (this "Agreement"), is made and entered into as of date the last party executes the Google Maps Ordering Document (the "Ordering Document") by electric or manual signature (the "Effective Date"), thereby indicating acceptance of the terms of this Agreement between SADA Systems Inc., a California corporation, with offices at 5250 Lankershim Blvd., Suite 620, North Hollywood, CA 91601 ("SADA"), and the customer identified in the Ordering Document ("Customer"). The terms of the Ordering Document are incorporated herein by reference.

IT IS RECOMMENDED THAT YOU PRINT A COPY OF THIS AGREEMENT FOR FUTURE REFERENCE.

1.   SERVICES AND TERMS OF SERVICE.

1.1   Provision of Services. This Agreement establishes the terms under which SADA, as an authorized reseller of Google Inc. ("Google"), will provide Customer with access to the Google Map Platform services set forth in the Ordering Document (the "Services") and Account activation (any services associated with Account activation, including administrative Account setup, order management and placement, technical support services (as described in Section 4) and any other services required to administer Customer's account as Google may require, are referred to herein as the "Provisioning Services"). Customer acknowledges and agrees that this Agreement and the Google TOS (as defined in Section 1.2) govern Customer's license and use of the Services and the Provisioning Services, but do not govern implementation and deployment services performed by SADA, if any, which will be performed under a separate Master Professional Services Agreement between SADA and Customer.

1.2   Google Terms of Service. The Services will be provided by Google, Inc. ("Google"). Customer's access to and use of all Google Maps Platform Services is governed by and subject to those terms of service set forth at https://cloud.google.com/maps-platform/terms/ and https://cloud.google.com/terms/ (or such other URL as Google makes available from time to time) (the "Google TOS"); provided that Section 2 (Payment Terms) of the Google TOS and Section 11.5.1(b) of the Google TOS does not apply to Customer, as this Agreement governs Customer's Service-related payment terms. Customer must comply with the Google TOS and Customer is responsible for periodically reviewing the Google TOS to ensure compliance with any updates. Capitalized terms used in this Agreement that are not defined herein are defined in the Google TOS. The Google TOS is a contract between Customer and Google. SADA will have no liability for the performance of the Services, other than as set forth in this Agreement.

1.3   Consents. Customer is responsible for providing the necessary notices to, and obtaining and maintaining any consents required from, End Users to allow SADA and Google to perform their respective contractual obligations under this Agreement and the Google TOS, as applicable.

1.4   Communications with Google. Customer hereby consents and agrees that SADA may provide Google with contact details for Customer to allow Google to communicate directly with Customer for the following purposes: (A) to conduct customer service and satisfaction surveys; (B) as required to ensure Customer is provided with options to maintain continuity of the Services (including, if applicable, any scenario in which SADA's authorization to continue to resell or provision the Services has been terminated); (C) for purposes related to the provisioning of the Services to Customer's account, in relation to any Services updates or security incidents; and (D) as required to execute any non-standard Customer orders. Customer also agrees that Google may use such contact details to inform Customer about new or

additional Google products related to the Services; provided that Google will take reasonable steps to allow Customer to opt out of receiving such Google product communications at any time.

2. FEES AND PAYMENTS

2.1 Fees and Payment. Customer's use of the Services is subject to payment of the Fees set forth in the Ordering Document. Certain Services are provided to Customer without charge up to the Fee Threshold, as applicable. At the end of the applicable Fee Accrual Period, SADA will issue an invoice to Customer for all charges above the Fee Threshold based on (A) Customer's use of the Services during the previous Fee Accrual Period; (B) any Committed Purchases selected; and (C) any Package Purchases selected. For use above the Fee Threshold, Customer will be responsible for all Fees up to the amount set in the Account. Fees are due 30 days from the invoice date and Customer's obligation to pay all Fees is non-cancelable. Google's measurement of Customer's use of the Services is final and non-negotiable.

Customer understands and acknowledges that Google has reserved the right to update and amend it's global Google Maps Platform pricing. In the event that Google does increase the pricing of the global Google Maps Platform, Customer shall be fully responsible for the costs associated with such price increase, as incurred by SADA in its delivery of the Services and as specified in any relevant invoice(s) duly issued by SADA.

2.2 Support Charges. Any support to be provided by SADA under Section 4.1 of this Agreement will be performed on business days between the hours of 9:00 a.m. to 6:00 p.m. Pacific Time, at no additional cost. Any support services requested by Customer outside these hours will be billed to Customer at an hourly rate of $250.00.

2.3 Taxes. Customer is responsible for any Taxes, and Customer will pay SADA for the Services without any reduction for Taxes. If SADA is obliged to collect or pay Taxes, the Taxes will be invoiced to Customer, unless Customer provides SADA with a timely and valid tax exemption certificate authorized by the appropriate taxing authority. If Customer is required by law to withhold any taxes from its payments to SADA, Customer will provide SADA with an official tax receipt or other appropriate documentation to support such withholding, but will pay SADA the full Fee specified in the Ordering Document.

2.4 Invoice Disputes and Refunds. Any invoice disputes must be submitted to SADA before the payment due date. If the parties agree that there are billing inaccuracies, SADA will issue Customer a credit specifying the incorrect amount in the affected invoice, which credit will be applicable against future invoices; provided that if the disputed invoice has not yet been paid, SADA will apply the credit amount to the disputed invoice and Customer will pay the resulting net balance due on that invoice. To the fullest extent permitted by law, Customer waives all claims relating to Fees unless claimed within 60 days after charged. Refunds (if any) are at the discretion of Google and will only be in the form of a credit for the Services.

2.5 Late Payments; Suspension. SADA may charge interest on any overdue amounts under this Agreement at the lower of 1.5% per month or the highest rate permitted by law, from the due date until the actual payment date. Customer will pay all reasonable expenses (including legal fees) incurred by SADA in collecting unpaid or overdue amounts, except where the overdue amounts are due to billing inaccuracies. If Customer is late on any undisputed payment for the Services, SADA may suspend the Services or terminate this Agreement for breach.

3. TERM AND TERMINATION

3.1   Term. The "Term" of this Agreement will begin on the Effective Date and continue until the Agreement is terminated under this Section.

3.2   Termination for Breach. Either party may terminate this Agreement if the other party: (A) is in material breach of this Agreement and fails to cure that breach within 30 days after receipt of written notice; (B) ceases its business operations or becomes subject to insolvency proceedings and the proceedings are not dismissed within 90 days. This Agreement will also terminate if the Google TOS is terminated by Customer or Google in accordance with its terms.

3.3   Termination for Inactivity. SADA reserves the right to terminate provision of the Services to a Project on 30 days advance notice if, for more than 180 days, such Project (A) has not made any requests to the Services from any Customer Applications; or (B) such Project has not incurred any Fees for such Services.

3.4   Termination for Convenience. Customer may stop using the Services at any time. Subject to any financial commitments expressly made by this Agreement, Customer may terminate this Agreement for its convenience at any time on prior written notice and upon termination, must cease use of the applicable Services.

3.5   Effects of Termination. If this Agreement is terminated, then (A) the rights granted by one party to the other will immediately cease; (B) all Fees owed by Customer to SADA are immediately due upon receipt of the final invoice; and (C) Customer will delete the Software and any content from the Services by the termination effective date.

4.   SUPPORT AND SERVICE LEVEL REMEDIES

4.1   Technical Support Services by SADA. If Customer desires SADA's assistance in raising support issues with Google on its behalf, Customer agrees either to: (A) provide SADA with access to its Google support panel, or (B) authorize SADA to submit Customer support issues to Google in a support case initiated by Customer (such authorization will be deemed to have been given upon a request by Customer).

4.2   Customer Support by Google. Google will only provide Technical Support Services to Customer in accordance with the Technical Support Services Guidelines.

4.3   Service Level Remedies. The SLA states Customer's sole and exclusive remedy for any failure by Google to meet the SLA, If Google fails to comply with the SLA, Customer will only be eligible to receive those remedies set out under the Google TOS and Customer will request such remedy directly from SADA. If Google does not maintain product availability as specified within the applicable SLA, Customer will only be eligible to receive those remedies specified under the Google TOS and must request such remedies directly from SADA. After verifying the applicability of any such remedy, SADA will provide the applicable SLA remedy in accordance with the applicable SLA.

5.   CONFIDENTIALITY. Section 10 of the Google TOS regarding Confidential Information is incorporated into this Agreement by reference and governs the exchange of Confidential Information between SADA and Customer under this Agreement.

6.   PROCESSING OF PERSONAL DATA

6.1   Non-European Data Protection Legislation. Except to the extent that the European Data Protection Legislation (as defined in below in Section 6.4) applies to SADA's processing of any personal data on behalf of Customer, SADA will, with respect to all personal data that it processes on Customer's behalf:

(A)   comply with, and only act on, instructions from or on behalf of Customer regarding the processing of such personal data;

(B)   not process such personal data for any purpose other than the performance of SADA's obligations under this Agreement;

(C)   ensure that appropriate technical and organizational measures are taken to avoid unauthorized or unlawful processing of such personal data and loss or destruction of, or damage to, such personal data;

(D)   ensure the reliability of, and be responsible for, all of SADA's employees, agents and contractors who will have access to such personal data;

(E)   not, by any act or omission, place Customer in breach of any Non-European Data Protection Legislation (as defined below in Section 6.4);

(F)   inform Customer immediately of any suspected or confirmed data protection breaches or unauthorized or unlawful processing, loss, or destruction of, or damage to such personal data;

(G)   ensure that any third-party subcontractor engaged by SADA to process such personal data on behalf of Customer only uses and accesses such personal data in accordance with the terms of this Agreement and is bound by written obligations requiring it to provide at least the level of data protection required under this Section 6.1.

6.2   If the European Data Protection Legislation applies to SADA's processing as processor of any personal data on behalf of Customer as controller (if, for example, the processing (x) is carried out in the context of the activities of an establishment of Customer in the European Economic Area ("EEA") or (y) the personal data relates to data subjects who are in the EEA and the processing relates to the offering to them of goods or services in the EEA or the monitoring of their behavior in the EEA), SADA will:

(A)   only process personal data in relation to which Customer is the data controller in accordance with written instructions from or on behalf of Customer, unless EU or EU Member State law to which SADA is subject requires other processing of such personal data, in which case SADA will inform Customer (unless that law prohibits SADA from doing so on important grounds of public interest);

(B)   not process such personal data for any purpose other than for the performance of SADA's obligations under this Agreement;

(C)   ensure that appropriate technical and organizational measures are taken to avoid unauthorized or unlawful processing of such personal data and loss or destruction of, or damage to, such personal data;

(D)   ensure that all of SADA's employees, agents and contractors who will have access to such personal data have committed themselves to confidentiality or are otherwise under an appropriate obligation of confidentiality;

(E)   not, by any act or omission, place Customer in breach of the European Data Protection Legislation;

(F)   inform Customer promptly and without undue delay of any data protection breaches or unauthorized or unlawful processing, loss, or destruction of, or damage to, such personal data;

(G)   obtain prior consent to engage any third-party subcontractor to process such personal data on behalf of Customer, and ensure such third-party subcontractor only uses and accesses such personal data in accordance with the terms of this Agreement and is bound by written obligations requiring it to provide at least the level of data protection required under this Section 6.2;

(H)   taking into account the nature of the processing, assist Customer by appropriate technical and organizational safeguards, insofar as this is possible, for the fulfillment of Customer's obligations under the European Data Protection Legislation to respond to requests for exercising the data subject's rights;

(I)   assist Customer in ensuring compliance with any applicable obligations under the European Data Protection Legislation related to security; breach notification; data impact assessments and prior consultation with the supervisory authorities, taking into account the nature of processing and the information available to SADA;

(J)   at the option of Customer (as evidenced in writing), delete or return all the personal data to Customer upon the expiration or termination of this Agreement, and delete existing copies unless prohibited from doing so by applicable EU or EU member state law;

(K)   make available to Customer all information necessary to demonstrate SADA's compliance with the obligations imposed by this Agreement in respect of such personal data and allow for and cooperate with audits, including inspections, conducted by Customer or an auditor chosen by Customer; and

(L)   not process, or cause to be processed, such personal data outside the EEA unless SADA adopts a compliance solution that achieves compliance with the terms of Article 25 of the Directive or Article 44 of the GDPR (as applicable).

6.3   Customer as Controller. Customer agrees that SADA and Google are processors, and Customer is the controller, of any personal data referenced in this Article 6.

6.4   For purposes of this Agreement, "European Data Protection Legislation" means, as applicable: (1) any national provisions adopted pursuant to Directive 95/46/EC of the European Parliament and of the Council on the Protection of Individuals with Regard to the Processing of Personal Data and on the Free Movement of Such Data (the "Directive"); (2) the Federal Data Protection Act of 10 June 1992 (Switzerland); (3) 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 data and on the free movement of such data, and repealing Directive 95/46/E (the "GDPR"); and/or (4) any other data protection or privacy legislation in force in the EEA or Switzerland. The term "Non-European Data Protection Legislation" means any applicable data protection and privacy legislation, guidelines and industry standards, other than the European Data Protection Legislation. The terms "processing", "personal data", "processor", and "controller" as used in this Article have the meanings given such terms in the European Data Protection Legislation.

7.   DISCLAIMER OF WARRANTIES. EXCEPT AS EXPRESSLY PROVIDED FOR IN THE GOOGLE TOS, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, SADA: (A) DOES NOT MAKE ANY WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR USE, NONINFRINGEMENT, OR ERROR-FREE OR UNINTERRUPTED USE OF THE SERVICES OR SOFTWARE; (B) MAKES NO REPRESENTATION ABOUT CONTENT OR INFORMATION

ACCESSIBLE THROUGH THE SERVICES; AND (C) WILL ONLY BE REQUIRED TO PROVIDE THE REMEDIES EXPRESSLY STATED IN THE SLA FOR FAILURE TO PROVIDE THE SERVICES. GOOGLE MAPS CORE SERVICES ARE PROVIDED FOR PLANNING PURPOSES ONLY. INFORMATION FROM THE GOOGLE MAPS CORE SERVICES MAY DIFFER FROM ACTUAL CONDITIONS, AND MAY NOT BE SUITABLE FOR THE CUSTOMER APPLICATION. CUSTOMER MUST EXERCISE INDEPENDENT JUDGMENT WHEN USING THE SERVICES TO ENSURE THAT THE CUSTOMER APPLICATION IS SAFE AND SUITABLE FOR USE WITH GOOGLE MAPS.

8.   **INDEMNIFICATION**. The Google TOS includes certain indemnification obligations of Google to Customer. Customer agrees to indemnify SADA against Third-Party Legal Proceedings to the same extent it indemnifies Google under the terms of the Google TOS.

9.   **LIMITATION OF LIABILITY**. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE PARTIES AND SADA'S LICENSOR, GOOGLE, WILL NOT BE LIABLE UNDER THIS AGREEMENT FOR LOST REVENUES OR PROFITS (WHETHER DIRECT OR INDIRECT), INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES, EVEN IF THE PARTY OR LICENSOR, AS APPLICABLE, KNEW OR SHOULD HAVE KNOWN THAT SUCH DAMAGES WERE POSSIBLE AND EVEN IF DIRECT DAMAGES DO NOT SATISFY A REMEDY. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE PARTIES AND SADA'S LICENSOR, GOOGLE, MAY NOT BE HELD LIABLE UNDER THIS AGREEMENT FOR MORE THAN THE AMOUNT PAID BY CUSTOMER TO SADA UNDER THIS AGREEMENT DURING THE 12 MONTHS BEFORE THE EVENT GIVING RISE TO LIABILITY. These limitations do not apply to breaches of confidentiality obligations, violations of a party's Intellectual Property Rights by the other party, or Customer's payment obligations.

10.   **GENERAL PROVISIONS**

10.1   Notices. All notices, consents, and waivers under this Agreement must be in writing and delivered to the applicable party at the physical and/or electronic address for notification purposes set forth in the Ordering Document. SADA and Customer each agree that notices and other communications under this Agreement may be received by email unless otherwise required by law. Notice will be deemed given: (A) when verified by written receipt if sent by personal courier, overnight courier, or when received if sent by mail without verification of receipt; or (B) when verified by automated receipt or electronic logs if sent by email. A party may change its address or designee for notification purposes by giving the other party written notice of the new address or designee and the date upon which it will become effective.

10.2   Governing Law; Jurisdiction. This Agreement is governed by California law, excluding California's choice of law rules. FOR ANY DISPUTE ARISING OUT OF OR RELATING TO THIS AGREEMENT, THE PARTIES CONSENT TO THE EXCLUSIVE JURISDICTION AND VENUE OF THE COURTS IN LOS ANGELES COUNTY AND SANTA CLARA COUNTY, CALIFORNIA. Notwithstanding the foregoing, if the parties have entered into a Master Professional Services Agreement, the parties consent to the personal jurisdiction and venue set forth in the Master Professional Services Agreement with respect to any litigation that may arise under this Agreement.

10.3   Authorization; Binding Nature and Assignment. Each party represents and warrants to the other that: (A) it has full power and authority to enter into this Agreement and to carry out the transactions contemplated by this Agreement; and (B) the execution, delivery and performance of this Agreement and the consummation of the transactions contemplated by this Agreement have been duly authorized by the requisite corporate action on the part of such party. This Agreement will be binding upon the parties and their respective successors and assigns. SADA may assign this Agreement in its entirety, but not in parts, in connection with a merger, change of control, consolidation, or sale or other disposition of all or substantially all of its assets. Customer may assign this Agreement to an Affiliate without SADA's written consent, but only if: (i) the assignee has agreed in writing to be bound by the terms of this Agreement; (ii)

Customer remains liable for obligations under this Agreement if the assignee defaults on them; and (iii) Customer has notified SADA of the assignment. Any other attempt to assign is void.

10.4   Third Party Beneficiary. The parties agree that Google is a third-party beneficiary of this Agreement. There are no other third-party beneficiaries of this Agreement.

10.5   No Agency. SADA and Customer are independent contractors and this Agreement does not create an agency, partnership or joint venture. Customer acknowledges that SADA is not an agent of Google and has no authority to bind Google or to change any terms, conditions, warranties or covenants made by Google.

10.6   No Waiver. Neither party will be treated as having waived any rights by not exercising (or delaying the exercise of) any rights under this Agreement.

10.7   Survival. Those provisions that by their nature should survive termination of this Agreement, will survive termination of this Agreement.

10.8   Force Majeure. Neither party will be liable for failure or delay in performance to the extent caused by circumstances beyond its reasonable control, including acts of God, natural disasters, terrorism, riots, or war.

10.9   Publicity. Customer hereby consents to SADA's inclusion of Customer's name (together with any identifying Customer trade name, trademark and/or logo) in a customer list, but only if Customer is not the only customer appearing on the list. Other than this, neither party may make any public statement regarding the relationships contemplated by this Agreement without the consent of the applicable party.

10.10   Severability. If any term (or part of a term) of this Agreement is invalid, illegal or unenforceable, the rest of this Agreement will remain in effect.

10.11   Entire Agreement; Amendment. This Agreement and the Ordering Document constitute the entire agreement of the parties with respect to the subject matter hereof and supersede any prior or contemporaneous agreements on that subject. Any amendment must be in writing, signed by both parties, and expressly state that it amends this Agreement. If Customer requires a purchase order in connection with its invoice, Customer's purchase order terms and conditions will not apply to or modify this Agreement. No change, waiver or discharge of any term of this Agreement will be valid unless made in writing and signed by an authorized representative of the party against which such change, waiver of discharge is sought to be enforced

10.12   Counterparts; Electronic Signature. The parties may enter into this Agreement in counterparts, including facsimile, PDF or other electronic format, which taken together will constitute one instrument.

CUSTOMER ACKNOWLEDGES THAT IT HAS READ THIS AGREEMENT, UNDERSTANDS IT, AND AGREES TO BE LEGALLY BOUND BY IT.