



TERMS AND CONDITIONS (as of January 24th, 2017)

uberall Inc. ("uberall") is offering for sale its products and services (collectively and individually, the "Product(s)" and/or the "Service(s)") identified herein, subject to the following terms and conditions (the "Terms and Conditions" or the "Agreement"), effective as of December 1, 2016. The Terms and Conditions set forth the legally binding terms with respect to the purchase of the Product(s) and Service(s). The Products and Services shall be listed on the order form (the "Order Form") and may be reviewed at any time under <https://uberall.com/en/product>. The customer, as identified in the Order Form (the "Customer"), in consideration of the mutual covenants, agreements and provisions set forth herein and hereon, hereby agrees that the purchase of the Product(s) and/or Service(s) offered by uberall shall be subject to and in accordance with the following Terms and Conditions:

1. ORDERS FOR PRODUCT(S), APPLICABILITY

All Customer order(s) for Product(s) and/or Service(s) shall be subject to these Terms and Conditions and the Order Form. Any order(s), if accepted by uberall in any other form, shall have significance as a reference document only. uberall and the Customer, hereinafter sometimes referred to as the "Party" or "Parties," hereby agree that these Terms and Conditions shall govern and control the relationship between uberall and the Customer, that the Terms and Conditions contained herein shall supersede the terms and conditions contained in a Customer-issued order, and that any deviation from these Terms and Conditions needs to be expressly agreed upon in writing by uberall and the Customer. uberall reserves the right to refuse orders in its sole discretion, or to accept such orders on a separate contract form, or to limit the types of the Product(s) and/or Service(s) ordered. Acceptance of or payment for any of the Products and/or Services constitutes Customer's agreement to these Terms and Conditions.

2. PRICES

Prices for the Product(s) and/or Service(s) shall be the then current prices for such Product(s) and/or Service(s) in effect at the time of acceptance of an order by uberall or within Section III of the Order Form. Prices are exclusive of all charges or levies of any nature including all federal, state, municipal or other governmental excise, sales, use, occupational or like taxes now in force or enacted in the future and, therefore, are subject to an increase in amount equal to any tax uberall may be required to collect or pay upon the sale of Product(s) and/or Service(s) purchased. If a certificate of exemption or similar document is required in order to exempt the sale from sales or use tax liability, Customer will obtain and furnish evidence of such exemption at time of placement of order.

3. PAYMENT TERMS; REVOCATION OF CREDIT

The Customer shall pay for all Product(s) and any fees for Service(s) rendered by uberall, including but not limited to a one-time setup fee (the "Setup Fee"), monthly basic fee (the "Basic Fee") and location fees (the "Location Fee(s)"). Location Fee(s) will be calculated based on the number of Customer locations at the end of each month. Each month, the Location Fee(s) are offset against the respective Basic Fee. If the Basic Fee for a particular month is completely offset by the calculated Location Fee(s), Client shall pay the total amount of the Location Fee(s). The Location Fee(s) will not be refunded.

Unless otherwise specified by uberall in writing, payment shall be net thirty (30) days from date of invoice.

In the case of late payments, uberall shall be entitled to charge interest as follows: one point five percent (1.5%) over the base interest rate on all amounts due more than forty-five (45) days.

The obligation of uberall to perform hereunder shall be subject to the then current credit terms and policies as established by uberall from time to time. Further, uberall reserves the right at any time when, in its opinion and sole discretion, Customer's financial condition or other circumstances warrants it, to revoke, alter or suspend any credit already extended, or to require full or partial payments in advance of any performance, and/or terminate this Agreement or any order accepted



hereunder without liability to Customer, except reimbursement for payments already made to the cancelled order.

4. DIRECTORY PARTNERS

While rendering Service(s), uberall will distribute Customer location data (the "Corporate Location Data") to its directory partners (the "Directory Partners"). uberall may from time to time and at its sole discretion, change the Directory Partner(s) listed in the product plan.

If agreed upon in the Order Form, uberall shall alter and add locations to the uberall database, publish the same, and render additional Service(s) to the Customer. uberall shall render these additional Service(s) in a reasonable time period, after checking the data or information provided by Customer, while observing its contractual obligation to exercise diligence.

uberall will transmit the Corporate Location Data to all listed its Directory Partners so that they may provide the data to their users. Customer acknowledges that uberall cannot guarantee publication and advertisement of the Corporate Location Data at all times for all listed Directory Partners. uberall will not be liable to Customer for any loss or damage, or loss of profits or revenues caused by any actions of the Directory Partners in accordance with Section 9 herein.

5. CUSTOMER OBLIGATIONS

Prior to the performance of any Service(s), Customer shall provide uberall with all documents; information and materials needed to perform the Service(s).

Customer shall ensure that the transmitted documents, information and materials are free of errors. uberall will not be liable to Customer for any loss or damage, or loss of profits or revenues caused by the processing of erroneous documents, information and materials in accordance with Section 9 herein.

Customer shall transmit the Corporate Location Data in an acceptable format to uberall using the uberall interface ("API") or uberall Control Center. Customer acknowledges that uberall and Directory Partners do not support certain format, and that some information may not be shown completely due to technical requirements by individual Directory Partners.

Customer shall ensure that (i) the Corporate Location Data, brands and logos included, as well as all additionally provided materials, information and documents, are free of any third-party rights, encumbrances or interests, and are suitable for integration in all the Directory Partners' products, (ii) the Corporate Location Data contains neither viruses, spyware nor other harmful source codes or materials, and are free from errors or imprecise data, (iii) Customer has obtained, and will maintain, all contents, consents, approvals, permits and releases which are necessary to fulfill the obligations under these Terms and Conditions, (iv) Customer will not violate any third-party rights by performing hereunder, including but not limited to intellectual property rights, and that any existing obligations or agreements do not contradict or hinder such rights, and that (v) the Corporate Location Data is in no way illicit, harassing, obscene or pornographic, does not glorify violence, endanger youth or violate third-party rights, and are not otherwise inappropriate.

uberall may check all Corporation Location Data, documents, information and materials provided by Customer, for their lawfulness before transmitting them. uberall at its sole discretion may refuse to process any Corporation Location Data, documents, information and/or materials if doing so would constitute a legal breach or violation of common decency. uberall will inform Customer of its refusal to process any Corporation Location Data, documents, information and/or materials.

Customer shall inform uberall of any Corporation Location Data, documents, information and/or materials that may violate a third-party's intellectual property right. Customer shall procure at its own expenses either purchase rights to use the Corporate Location Data for uberall, the Directory Partners and any of its partner or affiliate companies, or delete, replace or alter the data in question to stop any ongoing or prevent any future violations.

Any violation of the Customer's obligation constitutes an act of default according to Section 10.

Customer shall also release and hold harmless uberall and the Directory Partners from all third-party-claims based upon such a violation. The Parties shall immediately inform each other after gaining knowledge of a third-party claim.



6. FORCE MAJEURE

uberall shall not be responsible for delays or non-performance directly or indirectly caused by governmental regulations or requirements, acts of God, unavailability of materials, work stoppages, slowdowns, boycotts or other causes beyond uberall's reasonable control. In the event of delay due to any such cause, time for delivery shall be extended for a period of time equal to the duration of the delay, and Customer shall not be relieved of any obligations hereunder, or have any claims against uberall.

7. WARRANTY

A. Disclaimer

EXCEPT AS EXPRESSLY PROVIDED TO THE CONTRARY IN A WRITING BY UBERALL, THE PRODUCT(S) AND/OR THE SERVICE(S) ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. TO THE FULLEST EXTENT UNDER APPLICABLE LAW, UBERALL MAKES NO, AND DISCLAIMS ALL, WARRANTIES (INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT), GUARANTEES, AND REPRESENTATIONS, WHETHER EXPRESS, IMPLIED, ORAL OR OTHERWISE. UBERALL DOES NOT REPRESENT OR WARRANT THAT THE SERVICE(S) ARE ACCURATE, COMPLETE, RELIABLE, CURRENT OR ERROR-FREE. UBERALL IS NOT RESPONSIBLE FOR TYPOGRAPHICAL ERRORS OR OMISSIONS RELATING TO PRICING, TEXT OR PHOTOGRAPHY.

B. Collections

Should the need arise to employ professional collection agents and/or attorneys to effect payment of any monies due under any portion of this Agreement, all such costs incidental to collection, including court costs, reasonable attorney fees, through any appeal necessary, will be borne by the Customer.

C. Other Exclusions

All claims beyond those allowed in these Terms and Conditions for any loss or damage from whatever cause arising, including damage to the Customer's property, shall be excluded and hereby waived by the Customer unless such claim is made based on intentional bad acts or gross negligence by the officers of uberall. In such case, damages shall be limited to those that are reasonably foreseeable as a result of the intentional bad acts or gross negligence.

8. INTELLECTUAL PROPERTY

uberall makes no warranty against patent, copyright, mask work, trademark or trade secret or other infringement by Product(s) and Service(s) if designed to Customer's specifications, and if a claim, suit or action is based thereon, Customer shall defend, indemnify and hold harmless uberall therefrom.

uberall may discontinue, without liability, delivery of Product(s) and Service(s) if, in its opinion and sole discretion, their use constitutes, or may create the risk of, patent, copyright, trademark or trade secret infringement.

9. LIMITATIONS OF LIABILITY; EXCLUSIVE REMEDY

uberall will not be liable to Customer under this Agreement, whether in contract, in tort (including negligence) under any warranty or otherwise for any special, indirect, incidental or consequential loss or damage, or loss of profits or revenues even if uberall has been advised of the possibilities of such damages. The remedies set forth in Section 7 of this Agreement are exclusive, and uberall's liability for damages to the Customer for any cause whatsoever, including performance or non-performance by uberall, the Product(s) and/or Service(s) provided hereunder, regardless of the form of the action, under any warranty or otherwise will be limited to the remedies provided therein.



10. DEFAULT

A. Any of the following will constitute an act of default hereunder. Customer:

- (i) Is or becomes insolvent or a party to any bankruptcy or receivership proceeding or any similar action affecting the financial condition or property of Customer and such proceeding has not been dissolved within 30 days;
- (ii) Makes a general assignment for the benefit of creditors; or
- (iii) Ceases doing business in the normal course.

B. In the event an act of default shall occur, uberall shall have the right to and may elect any or all of the following remedies which shall be cumulative and not exclusive:

- (i) Declare the particular order out of which the default arises to be immediately terminated;
- (ii) Declare, at its option, all charges incurred but unpaid relative to the order to be immediately due and payable; Exercise any or all remedies specified in this Agreement or any supplement associated herewith; and
- (iii) Pursue each and every remedy available at law or in equity.

11. GOVERNING LAW

This Agreement and any order accepted hereunder shall be governed by and interpreted, construed and enforced in accordance with the laws of state of Delaware.

12. ASSIGNMENT

Customer shall not delegate any duties or assign any rights or claims under this Agreement without uberall's prior written consent, and any such attempted delegation or assignment shall be void and constitute an act of default according to Section 10.

13. COMPLIANCE WITH LAWS

Customer, this Agreement and all Product(s) and/or Service(s) purchased hereunder are subject to all laws, regulations, orders or other restrictions that may now or hereafter be imposed by the government of the United States or any agency thereof.

14. GENERAL

A. If any of the provisions of this Agreement are found invalid or unenforceable under any applicable statute or rule of law, such provisions are, to that extent, deemed omitted, but this Agreement and the remainder of its provisions shall otherwise remain in effect.

B. No provision of this Agreement shall be deemed waived, amended or modified by either Party, unless such waiver, amendment or modification is in writing and signed by the Parties.

C. The waiver of one default under this Agreement shall not be deemed a waiver of subsequent or similar defaults.

D. Each order under this Agreement shall be treated as a separate contract and default by either Party arising out of a particular order shall not constitute or be deemed to constitute a default of any other order or this Agreement itself. No lawsuit, regardless of form, arising out of this Agreement may be brought more than two years after the cause of action occurs.

THESE TERMS AND CONDITIONS SHALL SUPERSEDE AND TAKE PRECEDENCE OVER ALL PROPOSALS, CUSTOMER PURCHASE ORDERS OR ANY OTHER WRITTEN OR ORAL COMMUNICATIONS BETWEEN THE PARTIES, EXCEPT AS OTHERWISE PROVIDED HEREIN. RECEIPT BY THE CUSTOMER OF PRODUCT(S) AND COMMENCEMENT OF PROVIDING SERVICE(S) HEREUNDER SHALL BE DEEMED CONCLUSIVE EVIDENCE OF CUSTOMER'S AGREEMENT THAT THE PURCHASE, USE AND POSSESSION OF PRODUCT(S) AND/OR



SERVICE(S) PERFORMED ARE GOVERNED EXCLUSIVELY BY THESE TERMS AND CONDITIONS.