

SERVICE MASTER AGREEMENT

Last Update: May 17, 2018

1. Terms of Service

Please review these Terms of Service (the "Terms") before using this Web site. These Terms constitute a legal agreement between you and FieldSurf Inc. ("FieldSurf") governing your use of www.FieldSurf.com, and associated. By using, either by clicking a box, indicating your acceptance or by executing an order form that references this agreement or by accessing or downloading any materials from this Web Site, you agree to be bound by the Terms. If you do not agree with these Terms and FieldSurf's Privacy Policy, do not use this Web site. You agree to these Terms on behalf of yourself, your organization and any entity that you represent or on behalf of which you use the Services

You agree that disputes arising under this Agreement will be resolved by binding, individual arbitration, and BY ACCEPTING THIS AGREEMENT, YOU AND FIELDSURF ARE EACH WAIVING THE RIGHT TO A TRIAL BY JURY OR TO PARTICIPATE IN ANY CLASS ACTION OR REPRESENTATIVE PROCEEDING. YOU AGREE TO GIVE UP YOUR RIGHT TO GO TO COURT to assert or defend your rights under this contract (except for matters that may be taken to small claims court). Your rights will be determined by a NEUTRAL ARBITRATOR and NOT a judge or jury.

This Agreement is effective as of the date of your acceptance of this Agreement. Reference to "we", "our" and "us" in its related variations shall mean the FieldSurf entity or its affiliates, as applicable, from whom you receive the Services, otherwise from FieldSurf Ireland Limited.

2. Definitions

"Affiliates" are defined as entities which are directly or indirectly controls, or is controlled by, or shares a common control with the customer.

"Add-on" is defined as an additional, activated service that enhances the FieldSurf platform.

"Agreement, Order Form," is defined as a FieldSurf document that contains contract information, renewals that specifies the services provided and the acceptance by the customer and terms of service

"Customer Data" is defined as all electronic data/information interacting between FieldSurf and their customers and/or affiliates.

"Confidential Information" includes all information exchanged between the parties to this Agreement, whether in writing, electronically or orally, including the Service.

"Documentation" is defined as the information available to the customer either printed or in electronic format.

"FieldSurf Service" is defined as the online field management service platform provided through a FieldSurf hosted environment as stated on the Order Form. "FieldSurf Service" includes any other products or services provided by FieldSurf, its subcontractors or strategic partners.

"Intellectual Property Rights" are defined as:

- i. Any patents & pending patents associated with FieldSurf Services
- ii. Any trademarks & registrations, moral right, right in a design, service mark associated with FieldSurf Services
- iii. Any trade secrets, know-how, formulas, tools, algorithms, codes, instructions, ideas process flow, procedures, techniques and other content associated with FieldSurf Services anywhere in the world whether or not registered.

"Open Source Software" is defined as third party open source software provided with the FieldSurf Service

"Subscriber" means the person who registers to use the Service, and, where the context permits, includes any entity on whose behalf that person registers to use the Service.

"Subscription Fees" is defined as the amount paid during the Subscription Period for the license fee for the FieldSurf

Service, support and maintenance.

“Update” is defined as any bug fix, workaround, modification, patch, patch bundle or hot fix to the FieldSurf Service.

"Website" means the Internet site at the domain www.FieldSurf.com or any other site operated by FieldSurf.

3. Account Registration

3.1. In order to use our product, you must register and maintain an account. During registration all information must be accurate and should remain updated. Incorrect or incomplete information violates the term of this agreement, the account may be suspended and/or terminated. You will (a) be responsible for Users' compliance with this Agreement, (b) use commercially reasonable efforts to prevent unauthorized access to or use of Services (c) use Services only in accordance with applicable laws and government regulations. You are responsible for the accuracy, quality and legality of your data, including the data which of third parties which you add to the Services, and the means by which you acquired such data.

4. Access & Passwords

4.1. Only authorized users may access the services, passwords must be secured and not shared. You remain responsible for all access to the Services via your username and password, even if not authorized by you. If you believe that your password or other means to access your account has been lost or stolen or that an unauthorized person has or may attempt to use the Services, you must immediately notify us at support@FieldSurf.com.

5. General Use

- 5.1. Permission is granted to display, copy, distribute and download FieldSurf according to the signed agreement for your own internal purposes. This permission terminates automatically without notice if you breach any of these Terms. Upon termination, all downloaded and printed materials must be destroyed. Any unauthorized use of these materials constitutes a breach of the terms and we may terminate any user who has infringed the copyright. The services may only be used for internal management and reference (“Authorized Use”). You agree not to make these services available outside your organization, sell, resell, license, distribute, rent, and lease the services or any other derived information.
- 5.2. You agree not attempt to undermine the security or integrity of FieldSurf's computing systems or networks or, where the Services are hosted by a third party, that third party's computing systems and networks.
- 5.3. You agree not use, or misuse, the Services in any way which may impair the functionality of the Services or Website, or other systems used to deliver the Services or impair the ability of any other user to use the Services or Website.
- 5.4. You agree not to attempt to gain unauthorized access to any materials other than those to which You have been given express permission to access or to the computer system on which the Services are hosted.
- 5.5. You agree not to not transmit, or input into the Website, any: files that may damage any other person's computing devices or software, content that may be offensive, or material or Data in violation of any law (including Data or other material protected by copyright or trade secrets which You do not have the right to use);
- 5.6. As a condition of these Terms, if You use any communication tools available through the Website (such as any forum, chat room or message center), You agree only to use such communication tools for lawful and legitimate purposes. You must not use any such communication tool for posting or disseminating any material unrelated to the use of the Services, including (but not limited to): offers of goods or services for sale, unsolicited commercial e-mail, content that may be offensive to any other users of the Services or the Website, or material in violation of any law.
- 5.7. When You make any communication on the Website, You represent that You are permitted to make such communication. FieldSurf is under no obligation to ensure that the communications on the Website are legitimate or that they are related only to the use of the Services. As with any other web-based forum, You must exercise caution when using the communication tools available on the Website. However, FieldSurf does reserve the right to remove any communication at any time in its sole discretion.
- 5.8. The FieldSurf Service will be deemed delivered when the customer successfully access the FieldSurf Platform. Updates and maintenance will be performed in the cloud by FieldSurf.
- 5.9. A portion of the FieldSurf Service may contain or consist of open source software. The open source software is not distributed or conveyed to Customer.

- 5.10. Use of the Service may be subject to limitations, including but not limited to monthly transaction volumes and the number of calls You are permitted to make against FieldSurf's application programming interface. Any such limitations will be advised.

6. Trademarks

- 6.1. The trademarks, logos and service marks ("Marks") displayed on this Web site are the property of FieldSurf, FieldSurf's affiliates in the United States and other countries, or third parties. Users are not permitted to use these Marks without the prior written consent of FieldSurf or the third party that owns the Mark. "FieldSurf" is a registered trademark of FieldSurf Software, Inc.
- 6.2. You will not remove, alter, cover or obfuscate any copyright, trademark or other proprietary rights notices placed or embedded by FieldSurf on or in any FieldSurf Service. The trademarks, service marks, trade names, and logos, including, but not limited to, page headers, custom graphics, button icons, and scripts (collectively, the "Trademarks") used and displayed on the Service are registered and unregistered trademarks, service marks and/or trade dress of us and our licensors, and you may not copy, imitate or use the Trademarks, in whole or in part, for any purpose.
- 6.3. All rights, title and interest in and to the Services, including any content therein and all trademarks, logos, patent rights and all other intellectual property rights, belong to us and our licensors. You agree that, subject to the limited rights expressly granted in this Agreement, we on behalf of ourselves and our third party licensors reserve all rights, title and interest in and to the Services, including all intellectual property rights. No rights are granted to you hereunder other than as expressly set forth in this Agreement.

7. License

- 7.1. Subject to the terms and conditions of this Agreement, FieldSurf grants to Subscriber a limited, worldwide, non-exclusive, non-transferable, non-sub licensable right during the term of this Agreement for the use of the Service by the Subscriber and Subscriber's personnel solely in connection with Subscriber's internal business operations.

8. Support

- 8.1. If you are current with payment of Service fees, FieldSurf will provide you with its standard technical support services relating to the Service. FieldSurf will maintain the FieldSurf Service with Updates during the Subscription Period.

9. Fees and Subscriptions Payment

- 9.1. You will pay the fees for the Service subscription and services selected by you at the time that the term of this Agreement, or any renewal, begins. You authorize FieldSurf (either directly or through its third party payment processor) to charge the credit card identified by you (which you represent and warrant that you are authorized to use) or to process an ACH payment from the account(s) identified by you for all applicable fees for your subscription in US dollars, including all applicable taxes. If FieldSurf does not receive payment from your credit card provider or by means of our ACH transfer or otherwise as agreed, you agree to pay all amounts due upon demand, in US dollars, and FieldSurf may suspend your access to the Service. Any amounts not paid when due will accrue interest at the lesser of 1.5% per month or the maximum rate allowed by law. All sales are final and FieldSurf will not issue refunds except as expressly provided in this Agreement. You will promptly reimburse FieldSurf for any costs incurred in connection with collection of past-due amounts, including attorneys' fees, and FieldSurf may, as a result of late payment, among other remedies available to it, discontinue its provision of the Service to you in accordance with this Agreement.
- 9.2. Taxes. Customer is solely responsible for the payment of all taxes (other than taxes based on FieldSurf's income), fees, duties and other governmental charges, and any related penalties and interest, arising from the payment of fees to FieldSurf under this Agreement for the FieldSurf Service. Customer will make all payments of fees to FieldSurf free and clear of, and without reduction for, any withholding taxes; any such taxes imposed on payments of fees to FieldSurf will be Customer's sole responsibility, and Customer will provide official receipts issued by the appropriate taxing authority, or such other evidence as FieldSurf may reasonably request, to establish that such taxes have been paid. Customer will indemnify and hold FieldSurf harmless for any liability (including penalties and interest) resulting from Customer's failure to fulfill its responsibilities under this section.
- 9.3. Except as otherwise specified herein or in an Order Form, (i) fees are based on Services purchased and not actual usage, (ii) payment obligations are non-cancelable and fees paid are non-refundable, and (iii) quantities purchased cannot be decreased during the relevant subscription term. FieldSurf Service may increase Subscription Fees with notice sent 30 days before the end of each Subscription Period. Payment of Subscription Fees shall be made in monthly installments and the first payment shall be invoiced on the Effective Date of this

Agreement.

- 9.4. Subscriptions. Unless otherwise provided in the applicable Order Form or, (a) Services and access to Content are purchased as subscriptions, (b) subscriptions may be added during a subscription term at the same pricing as the underlying subscription pricing, prorated for the portion of that subscription term remaining at the time the subscriptions are added, and (c) any added subscriptions will terminate on the same date as the underlying subscriptions. Added subscriptions (i.e. additional office and/or mobile users) are to be ordered via phone or email. The payment information on file will be used to process any added subscriptions.
- 9.5. This Agreement is effective as of the Effective Date. The term of each subscription shall be as specified in the applicable Order Form. Except as otherwise specified in an Order Form. The per-unit pricing during any automatic renewal term will be the same as that during the immediately prior term unless We have given You written notice of a pricing increase at least 60 days before the end of that prior term, in which case the pricing increase will be effective upon renewal and thereafter.

10. Term and Termination

- 10.1. The term of this Agreement commences upon your registration for a Service subscription and remains in effect for the term of your subscription. Subscriptions are month-to-month unless otherwise agreed. The term of your subscription, including the obligation to pay the applicable Service subscription fees, will automatically renew for additional successive terms of the same duration unless terminated as specified in this Section. You may terminate this Agreement at any time upon written notice to FieldSurf. For the purposes of providing notice of non-renewal as described in this paragraph, notice via email to FieldSurf at support@FieldSurf.com will be deemed sufficient. Upon termination, your access to the Service and any information stored by the Service will also terminate. FieldSurf may terminate this Agreement at any time upon 30 days' prior written notice for its convenience, and will refund to you a pro-rata portion of any unused, prepaid fees.
- 10.2. We may immediately, without notice, suspend or terminate your access to the Service and terminate this Agreement for any of the following reasons: (a) you breach any provision of this Agreement; (b) you seek to hack the security mechanisms of the Service or we otherwise determine that your use of the Service poses a security risk to us or to another user of the Service; (c) you introduce a malicious program into the network or a virtual machine instance; (d) you cause network interference that affects Service performance for other customers; (e) you use the Service in a way that we determine, in our sole discretion, is abusive or disrupts or threatens the performance or availability of the Service; or (e) we receive notice or we otherwise determine, in our sole discretion, that you may be using the Service for an illegal purpose or in a way that violates the law or violates, infringes, or misappropriates the rights of any third party.
- 10.3. If this Agreement is terminated for any reason: (i) you will pay to FieldSurf any fees or other amounts that have accrued prior to the effective date of the termination; (ii) any and all liabilities accrued prior to the effective date of the termination will survive; and (iii) will survive: Sections 9 (Fees and Payment), 10 (Terms and Termination), 13 through 21 (Ownership, Feedback, Information, Confidentiality, Our Responsibilities, Warranties, Third Party Disclaimer, Limitation of Liability, Indemnity), and 25 through 28 (Notices, Dispute Resolution, Waiver, Severability, Entire Agreement).
- 10.4. If this Agreement is terminated by You in accordance with Section 10.4 (Termination), We will refund You any prepaid fees covering the remainder of the term of all Order Forms after the effective date of termination. If this Agreement is terminated by Us in accordance with Section 10.2, You will pay any unpaid fees covering the remainder of the term of all Order Forms. In no event will termination relieve You of Your obligation to pay any fees payable to Us for the period prior to the effective date of termination.
- 10.5. Following termination and upon your request and subject to any specific restrictions applicable to you or your data, FieldSurf will make reasonable efforts to export and provide to you in electronic format the information you have uploaded to the Service (service fees may apply) for 30 days after termination, but FieldSurf is not obligated to retain that information following any termination and makes no representation to the integrity, completeness or timeliness of any data so exported.
- 10.6. Term of Nondisclosure Obligations. The parties' obligations in this Section 16 (Confidentiality) will survive termination of this Agreement, and will bind the receiving party's representatives, successors and permitted assigns, if any.
- 10.7. No Liability for Termination. Except for amounts owed to FieldSurf, neither party will incur any liability or compensation obligation for any damage (including and without limitation damage to or loss of goodwill or investment), loss or expenses of any kind suffered or incurred by the other party arising from or relating to any termination of this Agreement under the terms, whether or not such party knows of any such loss or expenses. Termination is not the sole remedy and except as otherwise provided, all other remedies remain available to each party.

11. Access to Service & Modifications to the Service

11.1. We do not provide you with the equipment to access the Service. You are responsible for all fees charged by third parties to access the Service (e.g., Internet access charges). We reserve the right to modify or discontinue, temporarily or permanently, all or a part of the Service without notice. We will not be liable to you or to any third party for any modification, suspension, or discontinuance of the Service, except that if we permanently discontinue the Service we will provide you, as your sole and exclusive remedy, and our sole and exclusive liability, a pro-rated refund representing the unused (as of the date of termination) portion of any subscription fees that you have paid in advance.

12. Restrictions

- 12.1. You must comply with all applicable laws, including privacy laws, when using the Service; for the avoidance of doubt, you will be responsible for notifying parties that telephone calls are being recorded, to the extent required. Except as may be expressly permitted by applicable law or authorized by us in writing, you will not, and will not permit anyone else to: (a) to disassemble, reverse assemble, decompile, reverse engineer or otherwise attempt to derive the source code, the underlying ideas, algorithms, structure or organization of the FieldSurf Service.; (b) rent, lease, or otherwise permit any third party to use any portion of the Service; (c) circumvent or disable any security or other technological features or measures of any portion of the Service; (d) use the Service in a manner that threatens the integrity, performance, or availability of the Service; nor (e) remove, alter, or obscure any proprietary notices (including copyright notices) on any portion of the Service.
- 12.2. FieldSurf has a strict anti-spam policy. Our SMS messaging services and email services must only be used in accordance with the CAN-Spam Act of 2003 and the Telephone Consumer Protection Act (TCPA). We do not allow sending unsolicited SMS or email messages. You must have consent to send SMS messages to each recipient before sending an SMS message to them, in accordance with the Spam Act. Any marketing messages must give the recipient the option to opt-out of further marketing messages.

13. Ownership

- 13.1. Except for the rights to access the Service expressly granted to you in this Agreement, we retain all right, title, and interest in and to the Service, including all related intellectual property rights. The Service is protected by applicable intellectual property laws, including United States copyright law and international treaties. You grant to us and our affiliates a worldwide, perpetual, irrevocable, royalty-free license to use and incorporate into the Services any suggestion, enhancement request, recommendation, correction or other feedback provided by you or any users relating to the operation of the Services.
- 13.2. Ownership of Data. Title to, and all Intellectual Property Rights in, the Data remain Your property. However, Your access to the Data is contingent on full payment of the FieldSurf Usage Fee when due. You grant FieldSurf a license to use, copy, transmit, store, and back-up Your information and Data for the purposes of enabling You to access and use the Services and for any other purpose related to provision of services to You.
- 13.3. Backup of Data. FieldSurf adheres to its best practice policies and procedures to prevent data loss, including a daily system data back-up regime, but does not make any guarantees that there will be no loss of Data. FieldSurf expressly excludes liability for any loss of Data no matter how caused.

14. Feedback

14.1. If you provide feedback to us regarding the Service or FieldSurf's website ("Feedback"), you authorize us to use that Feedback without restriction and without payment to you. Accordingly, you hereby grant to us perpetual and irrevocable license to use the Feedback in any manner and for any purpose. Comments or feedback that you submit to us about, through or in connection with the Services shall become our property and by sending us such feedback, you agree to a no-charge assignment to us of all right, title and interest in copyrights and other intellectual property rights on a worldwide basis in and to such feedback, and whether or not such assignments are effective, you agree that are free to use any ideas, concepts, know-how or techniques that you send us for any purpose on an unrestricted basis at no charge.

15. Information

15.1. All information, software, and services provided on this Web site (the "Materials") are the copyrighted work of FieldSurf and/or the Third Party Providers. Except as stated in these Terms, none of the Materials may be copied, reproduced, distributed, republished, downloaded, displayed, posted or transmitted in any form or by any means without the prior express written permission of FieldSurf or the Third Party Provider. No part of this Web site, including logos, graphics, sounds or images, may be reproduced or retransmitted in any way, or by any means, without the prior express written permission of FieldSurf. FieldSurf owns all rights, title and

interest (including and without limitation all Intellectual Property Rights) in the FieldSurf Service and Documentation, and all modifications or improvements thereto, whether or not created by FieldSurf. FieldSurf owns all rights to error reports, corrections, and information learned through any testing.

- 15.2. You may upload information to the Service. In addition, we may collect registration and other information about your use of the Service. You hereby grant us a non-exclusive, worldwide, royalty-free, perpetual, irrevocable license to use and exploit all information that you upload and all information that we collect: (a) internally in any way subject to FieldSurf's obligation of non-disclosure in Section 16 (Confidentiality); and (b) internally or externally in any way in aggregate or anonymous format or otherwise in conformity with our Privacy Policy.

16. Confidentiality

- 16.1. Subject to FieldSurf's rights under Sections 15 (Information), 23 (Assignability) and 24 (Subcontractors). FieldSurf will not disclose to any third party, without your consent, the information or material you upload to the Service. FieldSurf may, however, disclose that information or material if required by law or if FieldSurf reasonably determines that disclosure is necessary to prevent harm to FieldSurf or any third party. Your consent to disclosure shall be deemed given in the event that you access FieldSurf or your FieldSurf data through a third party application, solely with respect to disclosure in connection with your use of such third party application. If FieldSurf is required by law to disclose any of that information or material, FieldSurf will make reasonable efforts to provide your prompt written notice of that requirement prior to disclosure. Further, if you register for the Service through a referral or other promotional partner or through an industry or trade group with whom we have a commercial relationship, we may disclose information about your account to that referral partner or industry group in connection with that commercial relationship. For the avoidance of doubt, however, FieldSurf will not directly contact your customers or make personally identifying or contact data regarding your customers available to any third party without your consent. Such consent will be deemed given, however, in the event that you access FieldSurf or your FieldSurf data through a third party application, solely with respect to disclosure in connection with your use of such third party application.
- 16.2. During this Agreement, each party may disclose to the other certain nonpublic or proprietary information or materials relating to a party's products, technology, and business or marketing, which it wishes the other party to treat as confidential ("Confidential Information"). Confidential Information includes all such information marked as "Confidential" or "Proprietary" at the time of disclosure, or if disclosed orally, its confidential nature is confirmed in writing within thirty (30) calendar days of disclosure. Customer agrees that notwithstanding any failure to so specify, FieldSurf Service, Documentation and the terms and conditions (but not the existence) of this Agreement will be deemed Confidential Information of FieldSurf. Notwithstanding the foregoing, Confidential Information does not include, and nothing in this Agreement will prohibit or limit either party's use of, information (including but not limited to ideas, concepts, know-how, techniques, and methodologies) that: (a) is or becomes publicly available through no breach by the receiving party of this Agreement; (b) was previously known to the receiving party prior to disclosure, as evidenced by contemporaneous written records; or (c) was acquired from a third party with no breach of any obligation of confidentiality. Notwithstanding the foregoing, the receiving party shall not violate this Agreement regarding a disclosure in response to a valid order by a court or other governmental body or subpoena or required by applicable law or governmental regulations, provided that the receiving party provides to the disclosing party prior written notice of such disclosure.
- 16.3. Protection of Confidential Information. Except as provided, the receiving party will not use or disclose any Confidential Information without the disclosing party's prior written consent, except to the receiving party's employees or consultants on a need-to-know basis, provided that such employees or consultants have executed written agreements restricting use or disclosure of such Confidential Information at least as restrictive as the receiving party's obligations under this Section 16 (Confidentiality). Besides the foregoing nondisclosure obligations, the receiving party agrees to use at least the same care and precaution in protecting such Confidential Information as the receiving party uses to protect the receiving party's own confidential and proprietary information and trade secrets, and in no event less than reasonable care. The receiving party will return all Confidential Information promptly upon the request of the disclosing party or upon termination of this Agreement.
- 16.4. Term of Nondisclosure Obligations. The parties' obligations in this Section 16 will survive termination of this Agreement, and will bind the receiving party's representatives, successors and permitted assigns, if any.

17. Our Responsibilities

- 17.1. Provision of Purchased Services. We will (a) make the Services available to You pursuant to this Agreement and the applicable Order Forms, (b) provide Our standard support for the Purchased Services to You at no

additional charge, and (c) use commercially reasonable efforts to make the online Purchased Services available 24 hours a day, 7 days a week, except for any unavailability caused by circumstances beyond Our reasonable control, including, for example, an act of God, act of government, flood, fire, earthquake, civil unrest, act of terror, strike or other labor problem (other than one involving Our employees), failure or delay of Internet service provider or Non-FieldSurf Application, or denial of service attack.

- 17.2. Service availability. While FieldSurf intends that the Services should be available 24 hours a day, 7 days a week, it is possible that on occasions the Services or Website may be unavailable for maintenance or other development activity to take place.
- 17.3. If for any reason FieldSurf has to interrupt the Services for longer periods than FieldSurf would normally expect, FieldSurf will use reasonable endeavors to publish in advance details of such activity on the Website.
- 17.4. Protection of Your Data. We will maintain administrative, physical, and technical safeguards for protection of the security, confidentiality and integrity of Your Data. Those safeguards will include, but will not be limited to, measures for preventing access, use, modification and disclosure of Your Data by third parties lacking a valid username and password and by Our personnel, except for actions by our personnel (a) to provide the Purchased Services and prevent or address service or technical problems, (b) as compelled by law in accordance with Section 16.1 (Compelled Disclosure) below, (c) as You expressly permit in writing.
- 17.5. Our Personnel. We will be responsible for the performance of Our personnel (including Our employees and contractors) and their compliance with Our obligations under this Agreement.
- 17.6. Customer Infrastructure. Customer is responsible for all telecommunications, network infrastructure, hardware, software and equipment to access the software from the internet as outlined in our "Minimum System Requirements" section on the FieldSurf website. Customer shall backup all data used with the FieldSurf Service and Customer is responsible for restoration of any lost data.

18. Warranties & Disclaimer

- 18.1. Each party represents and warrants it has the full corporate power and authority to enter into this Agreement and that its performance under this Agreement will not conflict with any other agreements to which such party is a party.
- 18.2. FieldSurf warrants that the Service will, during the term of your subscription, materially conform to any description of the Service published by FieldSurf. As FieldSurf's sole and exclusive liability for breach of this limited warranty, and your sole and exclusive remedy, FieldSurf will make reasonable efforts to correct the non-conformity.
- 18.3. Subscriber represents and warrants that: (a) Subscriber will not upload any information to the Service unless Subscriber has all permissions or licenses necessary to do so and to authorize FieldSurf's use of that information in accordance with this Agreement; and (b) Subscriber's use of the Service will not subject FieldSurf to any liability or cause FieldSurf to violate any law, rule, or regulation or guideline.

19. Third Party Disclaimer

- 19.1. Materials provided by Third Party Providers have not been independently authenticated in whole or in part by FieldSurf. FieldSurf does not provide, sell, license, or lease any of the Materials other than those specifically identified as being provided by FieldSurf.
- 19.2. This Web site may be linked to other Web sites that are not under the control of and are not maintained by FieldSurf. FieldSurf is not responsible for the content of those sites. FieldSurf is providing these links to you only as a convenience, and the inclusion of any link to such sites does not imply endorsement by FieldSurf of those sites.
- 19.3. FieldSurf is designed to be used in conjunction with Google Maps and other services. Accordingly, your use of FieldSurf is also bound by the Google Maps/Google Earth Additional Terms of Service (including the Google Privacy Policy).

20. Limitation of Liability

- 20.1. FieldSurf and its licensors will not be liable for the cost of procurement of substitute goods or technology, loss of profits, or for any special, consequential, incidental, punitive or indirect damages on any theory of liability, whether in contract, tort, strict liability or otherwise, even if FieldSurf has been advised of the possibility of such damages. FieldSurf's total liability under this Agreement or for breach thereof, will not exceed the total amounts paid to FieldSurf during the twelve (12) months prior to the date such claim arises. The foregoing limitations will apply notwithstanding the failure of essential purpose of any limited remedy, but will not limit liability for death or bodily injury.
- 20.2. IN NO EVENT WILL WE, OUR LICENSORS, AND ANY OF OURS OR THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, SUBCONTRACTORS, AGENTS, SUCCESSORS, ASSIGNS, AFFILIATES OR SUBSIDIARIES, NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, PUNITIVE, SPECIAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES, INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES, LOST DATA OR BUSINESS INTERRUPTION ARISING OUT OF RELATING TO THE USE OR INABILITY TO USE THE SERVICES RESULTING FROM YOUR USE OF THE SERVICE. UNDER NO CIRCUMSTANCES WILL FIELDSURF'S TOTAL LIABILITY OF ALL KINDS ARISING OUT OF OR RELATED TO THIS AGREEMENT (INCLUDING BUT NOT LIMITED TO WARRANTY CLAIMS), REGARDLESS OF THE FORUM AND REGARDLESS OF WHETHER ANY ACTION OR CLAIM IS BASED ON CONTRACT, TORT, OR OTHERWISE, EXCEED THE TOTAL AMOUNT PAID BY YOU TO FIELDSURF FOR THE SERVICE. BECAUSE SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, THE ABOVE LIMITATION MAY NOT APPLY TO YOU.
- 20.3. EACH PROVISION OF THIS AGREEMENT THAT PROVIDES FOR A LIMITATION OF LIABILITY, DISCLAIMER OF WARRANTIES, OR EXCLUSION OF DAMAGES IS TO ALLOCATE THE RISKS OF THIS AGREEMENT BETWEEN THE PARTIES. THIS ALLOCATION IS REFLECTED IN THE PRICING OFFERED BY FIELDSURF TO SUBSCRIBER AND IS AN ESSENTIAL ELEMENT OF THE BASIS OF THE BARGAIN BETWEEN THE PARTIES. EACH OF THESE PROVISIONS IS SEVERABLE AND INDEPENDENT OF ALL OTHER PROVISIONS OF THIS AGREEMENT. THE LIMITATIONS SET FORTH IN THIS AGREEMENT WILL APPLY EVEN IF ANY LIMITED REMEDY FAILS OF ITS ESSENTIAL PURPOSE.
- 20.4. ANY CAUSE OF ACTION OR CLAIM YOU MAY HAVE ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE WEBSITE MUST BE COMMENCED WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES, OTHERWISE, SUCH CAUSE OF ACTION OR CLAIM IS PERMANENTLY BARRED.

21. Indemnity

- 21.1. You agree to defend, indemnify and hold FieldSurf and its subsidiaries, affiliates, officers, agents, and employees, harmless from any costs, damages, expenses, proceedings, losses, damages, costs and expenses (including reasonable legal and accounting fees) and liability arising or resulting by your use of the Service, your violation of this Agreement, or your violation of any rights of a third party through use of the Service.
- 21.2. We reserve the right, at our discretion, to assume or participate, at your and your organization's expense, in the investigation, settlement and defense of any action or claim to which it is entitled to indemnification. No claim shall be settled without our prior written consent unless such settlement includes a complete release of us, including our affiliates, from all liability and does not contain or contemplate any payment by us or contain any injunctive or other equitable relief binding upon us.

22. Force Majeure

22.1. FieldSurf will not be liable to you for any delay or failure to perform any obligation under this Agreement if the delay or failure is due to the extent caused by fire, war, riots, strikes, power surges or failure, labor disputes, acts of God, failure of subcontractors or their services or other causes beyond the reasonable control of the nonperforming party. If such an event prevents or delays one party from performing any of its obligations under this Agreement, it shall notify the other party as soon as reasonably practical, and shall take reasonable measures to recover from such position promptly.

23. Assignability

23.1. You may not assign this Agreement or any right, duty, or obligation under this Agreement, without FieldSurf's prior written consent. If consent is given, this Agreement will bind your successors and assigns. Any attempt by you to transfer any right, duty, or obligation under this Agreement except as expressly provided in this Agreement is void. FieldSurf may assign this Agreement or any right, duty, or obligation under this Agreement, at any time without your consent.

24. Subcontractors

24.1. FieldSurf may utilize one or more subcontractors or other third parties to perform its duties under this Agreement so long as FieldSurf remains responsible for all of its obligations under this Agreement.

25. Notices

- 25.1. Except as otherwise expressly set forth in this Agreement, any notice required or permitted to be given in accordance with this Agreement will be effective if it is in writing and sent by certified or registered mail, or insured courier, return receipt requested, to the appropriate party at the address set forth below for FieldSurf, and at the address set forth in.
- 25.2. The Subscriber account for Subscriber and with the appropriate postage affixed. Either party may change its address for receipt of notice by notice to the other party in accordance with this Section. Notices are deemed given two business days following the date of mailing or one business day following delivery to a courier.
- 25.3. All notices, requests, consents and other communications required or permitted will be in writing, and will be delivered by registered U.S. mail, postage prepaid (effective three (3) business days after mailing) or sent by facsimile or electronic mail, with a confirmation copy simultaneously sent by U.S. mail, postage prepaid (effective upon transmission), at the addresses set forth on the signature page. Notice of change of address will be given as other communications.

26. Dispute Resolution

- 26.1. Generally. In the interest of resolving disputes between you and FieldSurf in the most expedient and cost effective manner, and except as described in Section 26.2 (Exceptions), you and FieldSurf agree that every dispute arising in connection with these Terms will be resolved by binding arbitration. Arbitration is less formal than a lawsuit in court. Arbitration uses a neutral arbitrator instead of a judge or jury, may allow for more limited discovery than in court, and can be subject to very limited review by courts. Arbitrators can award the same damages and relief that a court can award. This agreement to arbitrate disputes includes all claims arising out of or relating to any aspect of these Terms, whether based in contract, tort, statute, fraud, misrepresentation, or any other legal theory, and regardless of whether a claim arises during or after the termination of these Terms. YOU UNDERSTAND AND AGREE THAT, BY ENTERING INTO THESE TERMS, YOU AND FIELDSURF ARE EACH WAIVING THE RIGHT TO A TRIAL BY JURY OR TO PARTICIPATE IN A CLASS ACTION.
- 26.2. Exceptions. Despite the provisions of Section 26.1 above, nothing in this Agreement will be deemed to waive, preclude, or otherwise limit the right of either party to: (a) bring an individual action in small claims court; (b) pursue an enforcement action through the applicable federal, state, or local agency if that action is available; (c) seek injunctive relief in a court of law in aid of arbitration; or (d) to file suit in a court of law to address an intellectual property infringement claim.
- 26.3. Arbitrator. Any arbitration between you and FieldSurf will be settled under the Federal Arbitration Act and administered by the American Arbitration Association ("AAA") under its Consumer Arbitration Rules (collectively, "AAA Rules") as modified by these Terms. The AAA Rules and filing forms are available online at www.adr.org, by calling the AAA at 1-800-778-7879, or by contacting FieldSurf. The arbitrator has exclusive authority to resolve any dispute relating to the interpretation, applicability, or enforceability of this binding arbitration agreement
- 26.4. Notice of Arbitration; Process. A party who intends to seek arbitration must first send a written notice of the dispute to the other party by certified U.S. Mail or by Federal Express (signature required) or, only if that other

party has not provided a current physical address, then by electronic mail (“Notice of Arbitration”). FieldSurf’s address for Notice is: FieldSurf, Inc. 3130 E Olympic Blvd, Los Angeles, CA 90023. The Notice of Arbitration must: (a) describe the nature and basis of the claim or dispute; and (b) set forth the specific relief sought (“Demand”). The parties will make good faith efforts to resolve the claim directly, but if the parties do not reach an agreement to do so within 30 days after the Notice of Arbitration is received, you or FieldSurf may commence an arbitration proceeding. During the arbitration, the amount of any settlement offer made by you or FieldSurf must not be disclosed to the arbitrator until after the arbitrator makes a final decision and award, if any. If the dispute is finally resolved through arbitration in your favor, FieldSurf will pay you the highest of the following: (i) the amount awarded by the arbitrator, if any; (ii) the last written settlement amount offered by FieldSurf in settlement of the dispute prior to the arbitrator’s award; (iii) \$1,000.

- 26.5. Fees. If you commence arbitration in accordance with these Terms, FieldSurf will reimburse you for your payment of the filing fee, unless your claim is for more than \$10,000, in which case the payment of any fees will be decided by the AAA Rules. Any arbitration hearing will take place at a location to be agreed upon in Los Angeles, California, but if the claim is for \$10,000 or less, you may choose whether the arbitration will be conducted: (a) solely on the basis of documents submitted to the arbitrator; (b) through a non-appearance based telephone hearing; or (c) by an in-person hearing as established by the AAA Rules in the county (or parish) of your billing address. If the arbitrator finds that either the substance of your claim or the relief sought in the Demand is frivolous or brought for an improper purpose (as measured by the standards set forth in Federal Rule of Civil Procedure 11(b)), then the payment of all fees will be governed by the AAA Rules. In that case, you agree to reimburse FieldSurf for all monies previously disbursed by it that are otherwise your obligation to pay under the AAA Rules. Regardless of the manner in which the arbitration is
- 26.6. Conducted, the arbitrator must issue a reasoned written decision sufficient to explain the essential findings and conclusions on which the decision and award, if any, are based. The arbitrator may make rulings and resolve disputes as to the payment and reimbursement of fees or expenses at any time during the proceeding and upon request from either party made within 14 days of the arbitrator’s ruling on the merits.
- 26.7. No Class Actions. YOU AND FIELDSURF AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR ITS INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. Further, unless both you and FieldSurf agree otherwise, the arbitrator may not consolidate more than one person’s claims, and may not otherwise preside over any form of a representative or class proceeding.
- 26.8. Modifications to this Arbitration Provision. If FieldSurf makes any future change to this arbitration provision, other than a change to FieldSurf’s address for Notice of Arbitration, you may reject the change by sending us written notice within 30 days of the change to FieldSurf’s address for Notice of Arbitration, in which case this arbitration provision, as in effect immediately prior to the changes you rejected will survive.
- 26.9. Enforceability. If Section 26.7 (No Class Actions) is found to be unenforceable or if the entirety of this Section 26 is found to be unenforceable, then the entirety of this Section 26 (Dispute Resolution) will be null and void and, in that case, the parties agree that the exclusive jurisdiction and venue described in Section 26.5 (Fees) will govern any action arising out of or related to these Terms.

27. Waiver

- 27.1. The waiver by either party of any breach of any provision of this Agreement does not waive any other breach. The failure of any party to insist on strict performance of any covenant or obligation in accordance with this Agreement will not be a waiver of such party’s right to demand strict compliance in the future, nor will the same be construed as a novation of this Agreement.

28. Severability

- 28.1. If any part of this Agreement is found by a court of competent jurisdiction to be illegal, unenforceable, or invalid, the remaining portions of this Agreement will remain in full force and effect. If any material limitation or restriction on the use of the Service under this Agreement is found to be illegal, unenforceable, or invalid, Subscriber’s right to use the Service will immediately terminate.

29. Entire Agreement

- 29.1. This Agreement is the final and complete expression of the agreement between these parties regarding Subscriber’s use of the Service. This Agreement supersedes, and the terms of this Agreement govern, all previous oral and written communications regarding these matters, all of which are merged into this Agreement. No employee, agent, or other representative of FieldSurf has any authority to bind FieldSurf with respect to any statement, representation, warranty, or other expression unless the same is specifically set forth in this

Agreement. No usage of trade or other regular practice or method of dealing between the parties will be used to modify, interpret, supplement, or alter the terms of this Agreement. This Agreement may be changed only by a written agreement signed by an authorized agent of the party against whom enforcement is sought. FieldSurf will not be bound by, and specifically objects to, any term, condition, or other provision that is different from or in addition to this Agreement (whether or not it would materially alter this Agreement) that is proffered by Subscriber in any receipt, acceptance, confirmation, correspondence, or otherwise, unless FieldSurf specifically agrees to such provision in writing and signed by an authorized agent of FieldSurf.

30.No Warranty

- 30.1. THE SOFTWARE, SERVICE, DOCUMENTS, INFORMATION, AND MATERIALS CONTAINED ON THIS WEB SITE ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, AND "AS AVAILABLE" BASIS, AND IS FOR COMMERCIAL USE ONLY, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF QUALITY, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT.
- 30.2. WE DO NOT WARRANT OR MAKE ANY REPRESENTATIONS REGARDING THE OPERATION OF THE SERVICES, THE USE, VALIDITY, ACCURACY OR RELIABILITY OF, OR THE RESULTS OF THE USE OF THE MATERIALS IN THE SERVICES, OR ANY OTHER WEBSITE LINKED TO THE SERVICES. WE DO NOT WARRANT THAT THE SERVICES WILL BE FREE FROM INFECTION, VIRUSES, WORMS, TROJAN HORSES, OR OTHER CODE THAT MANIFEST CONTAMINATING OR DESTRUCTIVE PROPERTIES. WE DO NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE OR THAT ANY DEFECTS WILL BE CORRECTED, THAT DOCUMENTATION WILL BE CORRECTED, OR THAT THE FIELDSURF SERVICE'S FUNCTIONALITY WILL MEET CUSTOMER'S REQUIREMENTS
- 30.3. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, NEITHER FIELDSURF NOR ITS AFFILIATES (A) REPRESENTS, WARRANTS OR GUARANTEES THAT THIS WEB SITE OR THE INTERNET GENERALLY WILL BE UNINTERRUPTED OR ERROR FREE OR THAT ANY INFORMATION, SOFTWARE OR OTHER MATERIAL ACCESSIBLE FROM THIS WEB SITE IS FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS, OR (B) MAKES ANY REPRESENTATION, WARRANTY OR GUARANTY REGARDING (1) THE OPERATION OR PERFORMANCE OF THIS WEB SITE OR ANY THIRD PARTY SITE, (2) THE NATURE, CONTENT OR ACCURACY OF ANY INFORMATION, MATERIAL, APPARATUS OR OTHER PROCESS CONTAINED ON, DISTRIBUTED THROUGH, OR LINKED, DOWNLOADED OR ACCESSED FROM THIS WEB SITE OR ANY THIRD PARTY SITE, (3) ANY PRODUCT OR SERVICE PURCHASED ON OR THROUGH THIS SITE OR ANY THIRD PARTY SITE OR OBTAINED AS A RESULT OF ANY INFORMATION OR MATERIAL ON THIS WEB SITE, OR (4) THE INTERNET GENERALLY. NO ADVICE OR INFORMATION GIVEN BY FIELDSURF, IT'S AFFILIATES, OR THEIR RESPECTIVE EMPLOYEES THROUGH THIS WEB SITE OR OTHERWISE SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THESE TERMS.
- 30.4. NO WARRANTY IS PROVIDED FOR OPEN SOURCE SOFTWARE. THIS OPEN SOURCE SOFTWARE IS PROVIDED "AS IS" WITHOUT ANY WARRANTY, EXPRESS, IMPLIED, OR OTHERWISE, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR ANY WARRANTY REGARDING TITLE OR AGAINST INFRINGEMENT. IN NO EVENT SHALL FIELDSURF, THE COPYRIGHT HOLDERS, OR THE CONTRIBUTORS BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES (INCLUDING, BUT NOT LIMITED TO, PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES; LOSS OF USE, DATA, OR PROFITS; OR BUSINESS INTERRUPTION) HOWEVER CAUSED AND ON ANY THEORY OF LIABILITY, WHETHER IN CONTRACT, STRICT LIABILITY, OR TORT (INCLUDING NEGLIGENCE OR OTHERWISE) ARISING IN ANY WAY OUT OF THE USE OF THIS OPEN SOURCE SOFTWARE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGE

31. Disclaimers

31.1. THE MATERIALS OR CONTENTS OF THIS WEB SITE MAY INCLUDE TECHNICAL INACCURACIES OR TYPOGRAPHICAL ERRORS. FIELDSURF OR ITS THIRD PARTY PROVIDERS MAY MAKE IMPROVEMENTS AND/OR CHANGES IN THE PRODUCT(S) AND/OR THE PROGRAM(S) DESCRIBED IN THIS WEB SITE AT ANY TIME WITHOUT NOTICE. IN ADDITION, CHANGES ARE PERIODICALLY MADE TO THE INFORMATION CONTAINED IN THIS WEB SITE. FIELDSURF WILL STRIVE TO INCORPORATE SUCH CHANGES IN NEW EDITIONS OF THE WEB SITE, HOWEVER, FIELDSURF MAKES NO COMMITMENT TO UPDATE THE MATERIALS OR CONTENT OF THIS WEB SITE.

32. Miscellaneous

- 32.1. Compliance with Laws. You agree to comply with all applicable statutes, regulations, and legal obligations, including those relating to the privacy of individuals, regarding your use of the Services and information obtained from the Services. You understand and agree that we may, in our sole discretion, report suspected violations to the appropriate authorities or parties. The Services may be subject to export laws and regulations of the United States and other jurisdictions. You represent that you are not named on any U.S. government denied-party list. You shall not permit users to access or use the Services in any E.U. or U.S.-embargoed country or in violation of any applicable export law or regulation.
- 32.2. Anti-Corruption. You have not received or been offered any illegal or improper bribe, kickback, payment, gift, or thing of value from any of our employees or agents in connection with this Agreement. Reasonable gifts and entertainment provided in the ordinary course of business do not violate the above restriction. If you learn of any violation of the above restriction, you will use reasonable efforts to promptly notify our Legal Department at legal@FieldSurf.com.
- 32.3. Severability and Waiver. If any provision(s) of this Agreement is held by a court of competent jurisdiction to be contrary to law, then such provision(s) shall be construed, as nearly as possible, to reflect the intentions of the parties with the other provisions remaining in full force and effect. Our failure to exercise or enforce any right or provision of this Agreement shall not constitute a waiver of such right or provision unless acknowledged and agreed to in writing by us.
- 32.4. Assignment. This Agreement may be assigned in whole or in part by us at any time. This Agreement may not be assigned in any manner by you without our prior written permission.
- 32.5. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the California, notwithstanding any conflict of law provisions. You (i) irrevocably and unconditionally consent to submit to the exclusive jurisdiction of the state and federal courts in California for any litigation or dispute arising out of or relating to this Agreement, (ii) agree not to commence any litigation arising out of or relating to this Agreement except in the California courts, (iii) agree not to plead or claim that such litigation brought therein has been brought in an inconvenient forum, and (iv) agree the Californian represent the exclusive jurisdiction for all disputes relating to this Agreement. Notwithstanding the foregoing, in the event that the master agreement pursuant to which you are an authorized user specifies that a different state's or country's law shall govern such agreement, such state's or country's law shall be deemed to govern this Agreement and each party consents to the exclusive jurisdiction and venue of the courts of such state or country.
- 32.6. No Partnership. Nothing in this Agreement is to be construed as creating an agency, partnership, or joint venture relationship between FieldSurf and Customer.
- 32.7. Amendment and Waiver. No amendment to, or waiver of, any provision of this Agreement will be effective unless in writing and signed by both parties. The waiver by any party of any breach or default will not constitute a waiver of any different or subsequent breach or default.
- 32.8. Counterparts. This Agreement may be executed in two counterparts, both of which taken together will constitute a single instrument. Execution and delivery of this Agreement may be evidenced by facsimile transmission.
- 32.9. Rights of Third Parties. A person who is not a party to these Terms has no right to benefit under or to enforce any term of these Terms.