

## DEVELOPER TERMS AND CONDITIONS

PLEASE CAREFULLY READ THE TERMS AND CONDITIONS OF THESE DEVELOPER TERMS FOR THE INTEGRATION OF THE EVERYTHING LOCATION SOFTWARE. THESE DEVELOPER TERMS ARE SUPPLEMENTAL TO THE GENERAL TERMS AND THE ADDITIONAL TERMS AND SHALL APPLY IN ADDITION TO GENERAL TERMS AND THE ADDITIONAL TERMS. BY TICKING THE CHECKBOX, (1) THE CLIENT ACKNOWLEDGES THAT IT HAS READ, UNDERSTANDS, AND AGREES TO BE BOUND BY THE DEVELOPER TERMS AND THE OTHER TERMS OF THE AGREEMENT (INCLUDING ALL OF THE TERMS AND CONDITIONS SPECIFIED OR REFERENCED BELOW), (2) THE CLIENT REPRESENTS THAT IT HAS THE AUTHORITY TO ENTER INTO THESE DEVELOPER TERMS AND THE TERMS OF THE AGREEMENT (INCLUDING ALL OF THE TERMS AND CONDITIONS SPECIFIED OR REFERENCED BELOW), ON BEHALF OF THE ENTITY OR PERSON IN RESPECT OF WHOM THE SERVICE WAS ORDERED (SUCH ENTITY OR PERSON, THE "CLIENT"), AND TO BIND THE CLIENT TO THE TERMS OF THIS AGREEMENT, AND (3) THE CLIENT AGREES THAT IT IS ENTERING INTO THESE DEVELOPER TERMS (INCLUDING ALL OF THE TERMS AND CONDITIONS SPECIFIED OR REFERENCED BELOW) WITH LOQATE, INC TRADING AS EVERYTHING LOCATION ("EVERYTHING LOCATION"). IF THE CLIENT DOES NOT AGREE TO THE TERMS AND CONDITIONS IN THESE DEVELOPER TERMS, OR THE TERMS SET OUT IN THE GENERAL TERMS AND ADDITIONAL TERMS, OR IF THE CLIENT DOES NOT HAVE SUCH AUTHORITY, THE CLIENT SHOULD NOT TICK THE CHECKBOX AND LEAVE THE CHECKOUT PAGE TO DISCONTINUE THE REGISTRATION PROCESS.

### 1. DEFINITIONS AND INTERPRETATION

Any definition not provided in these Developer Terms shall have the same meaning as set out in the General Terms or elsewhere in the Agreement.

"**Additional Terms**" means the special terms and conditions relating to particular aspects or features of the Service as set out in the appendices to the General Terms which will apply if the Client has selected that aspect of the Service.

"**Agreement**" means the Additional Terms, these Developer Terms and the General Terms, which in the case of conflict rank in the order of precedence set out above.

"**API Software**" means the proprietary Everything Location API software products made available by Everything Location to the Client on a remote online basis through the Service, and any and all modified, updated, or enhanced versions of such products that Everything Location may make available (on a remote basis) to the Client under this Agreement.

"**Charges**" means Everything Location's standard pricing as set out in the Price List.

"**Client**" means the organisation, firm, company or public authority that receives the Service provided by Everything Location.

"**Client Application**" means the software application(s), website(s), or other interface(s) developed, owned or operated by or for, the Client.

"**Client Information**" means data and any other materials provided or otherwise made available to Everything Location by or on behalf of the Client

"**Confidential Information**" means any information relating to the business of the disclosing Party which is not publicly available including, but not limited to, (i) Client Information, information regarding the business, affairs, customers, clients, suppliers, operations, processes, product information, know-how, technical information, designs, trade secrets or software of the disclosing Party; (ii) any information, findings, data or analysis derived from Confidential Information including the Output Material; (iii) the existence and terms of this Agreement; and (iv) any other information which should otherwise be reasonably regarded as possessing a quality of confidence or as having commercial value in relation to the business of the disclosing Party.

"**Credits**" means the credits purchased by the Client that permit the Client and its Permitted Users to access and use the Service.

"**Credit Pack**" means the individual bundle or pack of Credits purchased by the Client, which is valid for twelve (12) calendar months.

"**Credit Plan**" means the rolling monthly credit subscription plan, which commences on the date that the Client purchases the credit plan from the Everything Location Website and which shall automatically renew every thirty (30) days.

"**Data**" means the data that is provided by Everything Location or its third party licensors as part of the provision of the Service. Any additional terms relating to the use of the Data will be detailed within the applicable Additional Terms.

"**Developer Terms**" means these developer terms entered into between the Client and Everything Location for the Client's use of the Integration Software in connection with Client Applications.

"**Documentation**" means the operating instructions, user manuals, product specifications, "read-me" files, and other documentation that Everything Location makes available to the Client in hard copy or electronic form for the Service, and any modified, updated, or enhanced versions of such documentation.

"**Everything Location**" means Everything Location, which is a trading name of Loqate, Inc of 999 Baker Way, Ste. 320 San Mateo, CA 94404-1566, including its authorized sub-contractors and agents.

"**Everything Location Platform**" means the proprietary online platform comprised of the Server Software, made available by Everything Location on a remote online basis.

"**Everything Location Software**" means the API Software, Server Software, and Integration Software.

"**Everything Location Website**" means Everything Location's website located at [www.everythinglocation.com](http://www.everythinglocation.com) or any other website designated in writing by Everything Location.

"**General Terms**" means the general terms and conditions for the use of the Service available at [www.everythinglocation.com/terms/end-user-license-agreement](http://www.everythinglocation.com/terms/end-user-license-agreement).

"**Integration Software**" means any and all Everything Location proprietary software, whether in object code or source code form, including application programming interfaces, and any and all modified, updated, or enhanced versions of such integration software provided or made available to the Client under this Agreement and subject to the Developer Terms for integrating the Service into any Client Application.

**“Intellectual Property Rights”** means (i) patents, rights to inventions, rights in designs, trademarks and trade names, copyright and related rights, rights in goodwill, database rights and know-how, whether registered or not; (ii) all other intellectual property rights or forms of protection and similar or equivalent rights anywhere in the world (whether registered or not) which currently exist or are recognised in the future; and (iii) all applications, extensions and renewals to any such rights.

**“Output Material”** means all information and Data provided to a Client by Everything Location including the results of any enquiry or search, reports, certificates or management information relating to the Client’s use of the Service

**“Permitted Users”** means employees or contractors of the Client who are authorized to use the Service, solely for the Client’s internal business purposes, and otherwise in compliance with this Agreement.

**“Price List”** means Everything Location’s price list located at [www.everythinglocation.com/pricing](http://www.everythinglocation.com/pricing).

**“Server Software”** means the proprietary Everything Location server software programs that are made available by Everything Location on a remote online basis and any and all modified, updated, or enhanced versions of such programs that Everything Location may make available (on a remote basis) to the Client under this Agreement.

**“Service”** means the Everything Location Platform and the related Everything Location Software.

**“Term”** has the meaning given to such term in clause 2.1 of the General Terms.

- 1.1 The headings in this Agreement do not affect its interpretation.
- 1.2 References to clauses are to clauses of this Agreement.
- 1.3 Words in the singular include the plural and vice versa.
- 1.4 A reference to “writing” or “written” does not include electronic mail or facsimiles.

## **2. TERM OF THE AGREEMENT**

- 2.1 These Developer Terms shall come into force once accepted by the Client, and together with the General Terms and Additional Terms shall form the Agreement between the parties during the Term. The Agreement including these Developer Terms will remain in effect until the termination or expiration of the Agreement in accordance with the provisions set out in the General Terms.

## **3. PROVISION OF THE SERVICE**

- 3.1. Everything Location will provide the Client with the Integration Software in accordance with the terms set out in these Developer Terms and any applicable provisions set out in the General Terms or Additional Terms.
- 3.2. Information describing the Service is accessible worldwide but this does not mean the Integration Software or certain portions thereof are available in the Client’s country. Everything Location may restrict access to the Integration Software or parts of the Integration Software in certain countries. It is the Client’s responsibility to make sure its use of the Integration Software is legal in the Client’s country of residence. The Integration Software may not be available in all languages. If at Everything Location’s reasonable determination, the Client uses the Integration Software or any other material or services provided by Everything Location under these Developer Terms in a manner that violates laws, creates an excessive burden or potential adverse impact on Everything Location systems, in addition to any of its other rights or remedies, Everything Location may, without liability to the Client, immediately suspend or terminate the Client’s access to the Service.
- 3.3. Everything Location makes no representations or warranties whatsoever, either express, implied, or statutory, with regard to these Developer Terms, the Integration Software, the Service or any other services provided by Everything Location, the Documentation or any other materials provided by Everything Location, including any warranties of title, non-infringement, merchantability, or fitness for a particular purpose. Everything Location does not warrant that the Integration Software or Service will be error-free or uninterrupted or that the results of its use will be correct, accurate, or reliable. The Client acknowledges that it has relied on no warranties and that no warranties are made by any of Everything Location’s suppliers.

## **4. USE OF THE SERVICE**

- 4.1. Everything Location hereby grants to the Client a non-exclusive, non-transferable, limited license, solely during the Term, to: (i) integrate, execute and use the Integration Software in connection with the Client Applications during the Term, solely for the Client’s own business purposes in connection with the use of the Service, in accordance with the Documentation; and (ii) reproduce and use, during the Term, a reasonable number of copies of the Documentation in support of the exercise of the license granted in clause (i) above.
- 4.2. The Client acknowledges that the Integration Software, Everything Location Software and Documentation embodies, contains, and constitutes valuable trade secrets of Everything Location. The Client agrees that it will not, and it will not permit any Permitted User or third party to: (i) modify, adapt, translate or create derivative works based on the Service, Integration Software or Documentation; or (ii) reverse engineer, decompile, disassemble, or otherwise derive or determine or attempt to derive or determine the source code (or the underlying ideas, algorithms, structure or organization) of the Service or Integration Software, except as expressly permitted by applicable law, except to the extent expressly permitted in clause 4.1. Everything Location reserves all rights and licenses not expressly granted to the Client in clause 4.1 and no implied license is granted by Everything Location. The Client agrees not to remove, alter, or obscure in any way any proprietary rights notices (including copyright notices) of Everything Location or its suppliers on or within the Service or Documentation. The Client acknowledges and agrees that any non-compliance by any Permitted User with any of the requirements above will be deemed a material breach by the Client of this Agreement.
- 4.3. In addition to the restrictions set forth in clause 4.2, the Client shall not attempt to circumvent, dismantle or otherwise interfere with any time-control disabling functionality in the Service that causes the Service to cease functioning.

- 4.4. The Service and Integration Software may contain third party software and data which requires notices and/or Additional Terms. Such required third party software notices and/or Additional Terms are located [www.everythinglocation.com/terms/third-party](http://www.everythinglocation.com/terms/third-party) and are made a part of and incorporated by reference into this Agreement. By accepting these the terms of this Agreement, the Client is also accepting such Additional Terms, if any, set forth therein. If the Client does not agree to such Additional Terms, the Client should not access or use the Service.
- 4.5. The Integration Software is provided solely for the Client's own internal use. The Client must not resell or attempt to resell the Integration Software (or any part or facility of it) to any third party without first entering into an appropriate agreement signed by an authorised representative of Everything Location.
- 4.6. The Client will be responsible for implementing and maintaining, customization of the Service with respect to the Client branding, and such other content as the Client has implemented, or may implement, into the Service or Integration Software, including any third party script or tools for tracking analytics.
- 4.7. Client will be responsible for the integration of the Service with the Client Application, including incorporating, or permitting the inclusion of, the Integration Software on the Client Application. The Client agrees to maintain such incorporation and implement any additional Integration Software provided by Everything Location for use of the Service.
- 4.8. The Client acknowledges and accepts that any suggestions and/or feedback that it provides to Everything Location regarding the functioning, features, and other characteristics of the Service, Documentation, or other materials or services provided or made available by Everything Location under this Agreement may be used by Everything Location to update and improve the Service.

## 5. SECURITY

- 5.1. The provisions regarding security set out in the General Terms shall apply to these Developer Terms.

## 6. CHARGES AND PAYMENT

- 6.1. The provisions regarding charges and payment set out in the General Terms shall apply to these Developer Terms.

## 7. INTELLECTUAL PROPERTY RIGHTS

- 7.1. Everything Location and its suppliers retain all right, title and interest in and to all Intellectual Property Rights in the Integration Software, Documentation, and all other materials provided or made available to the Client in connection with the services provided by Everything Location under these Developer Terms, and any and all modifications, updates, and enhancements to the foregoing items.
- 7.2. If any third party makes or threatens to make a claim against Everything Location, the Client or one of Everything Location's third party suppliers that the use of the Integration Software or part thereof infringes any third party's Intellectual Property Rights, Everything Location shall be entitled to do one or more of the following:-
  - (a) withhold or withdraw the Integration Software or part of the Integration Software that is subject to the infringement claim made by the third party;
  - (b) modify the Integration Software, or part of the Integration Software, so as to avoid any alleged infringement, provided that the modification does not materially affect the performance of the Integration Software;
  - (c) terminate the Agreement upon written notice to the Client and provide a refund to the Client of any credit which was purchased as part of a Credit Pack or Credit Plan which at the date of termination has not been and will not be credited against Charges due to Everything Location.
- 7.3. Everything Location will indemnify the Client against all liabilities, costs, expenses, damages and losses incurred by the Client as a direct result of any third party making or threatening to make a claim against the Client that the Client's use of the Integration Software in accordance with the terms of these Developer Terms infringes that third party's Intellectual Property Rights (a "Claim"), provided that the Client:
  - (a) notifies Everything Location promptly in writing of any Claim;
  - (b) makes no admission or compromise relating to the Claim or otherwise prejudice Everything Location's defence of such Claim;
  - (c) allows Everything Location to conduct all negotiations and proceedings in relation to the Claim; and
  - (d) gives Everything Location all reasonable assistance in doing so (Everything Location will pay the Client's reasonable expenses for such assistance).
- 7.4. The indemnity in clause 7.3 does not apply to any Claim arising as a result of the use of the Integration Software in conjunction with software, materials, equipment and/or services which Everything Location have not supplied pursuant to this Agreement or to Claims caused by designs or specifications made by the Client, or on the Client's behalf.
- 7.5. The Client warrants that:
  - (a) it will not use or exploit the Intellectual Property Rights in the Integration Software or permit others to use or exploit the Intellectual Property Rights in the Integration Software outside of the terms of the licence granted to the Client in clause 4.1 of these Developer Terms; and
  - (b) the use of the Integration Software by the Client in conjunction with any software, equipment, materials and/or services (which are not supplied by Everything Location) will not infringe the rights of any third party
- 7.6. Everything Location reserves the right to use open source software within the Services. Such open source software is licensed under the terms of the license that accompanies such open source software. Nothing in this Agreement limits the Client's rights under, or grants to the Client rights that supersede the terms and conditions of any applicable end user license for such open source software.

## **8. CONFIDENTIALITY AND PUBLICITY**

8.1. The provisions regarding confidentiality and publicity set out in the General Terms shall apply to these Developer Terms.

## **9. LIABILITY**

9.1. The provisions regarding liability set out in the General Terms shall apply to these Developer Terms.

## **10. SUSPENSION AND TERMINATION**

10.1. The provisions regarding suspension and termination set out in the General Terms shall apply to these Developer Terms.

## **11. AUDIT RIGHTS**

11.1. The provisions regarding audit rights set out in the General Terms shall apply to these Developer Terms.

## **12. DISPUTE RESOLUTION**

12.1. The provisions regarding dispute resolution set out in the General Terms shall apply to these Developer Terms.

## **13. EVENT OF FORCE MAJEURE**

13.1. The provisions regarding events of force majeure set out in the General Terms shall apply to these Developer Terms.

## **14. NOTICES**

14.1. The provisions regarding notice set out in the General Terms shall apply to these Developer Terms.

## **15. MISCELLANEOUS**

15.1. Save where expressly provided for elsewhere in this Agreement, if either Party wishes to change this Agreement, the Parties agree that each Party will:

- (a) notify the other detailing the proposed change and the reason for it;
- (b) discuss the proposed change;
- (c) notify each other whether the proposed change is feasible and the likely financial, contractual, technical and other effects of the proposed change;
- (d) decide whether it agrees to this Agreement being amended to incorporate the change and notify the other Party.

15.2. Agreed changes to this Agreement will be recorded in writing and will form part of this Agreement when signed by authorised signatories of both Parties.

15.3. The Client may not assign or transfer (in whole or part) any of its rights or obligations under this Agreement, without Everything Location's prior written agreement (which must not be unreasonably withheld or delayed).

15.4. Everything Location will inform the Client if it assigns or transfers (in whole or part) any of its rights or obligations under this Agreement.

15.5. Save where expressly stated in the Additional Terms, a person who is not an actual party to this Agreement has no rights hereunder and this Agreement does not create or give rights to any third party beneficiary.

15.6. This Agreement constitutes the entire agreement between the Parties and replaces and supersedes all previous written or oral agreements relating to its subject matter.

15.7. The Parties agree that:

- (a) neither Party has been induced to enter into this Agreement by any representation, warranty or other assurance not expressly incorporated into it; and
- (b) in connection with this Agreement its only rights and remedies in relation to any representation, warranty or other assurance are for breach of contract and that all other rights and remedies are excluded, except in the case of fraud.

15.8. If any provision of this Agreement (or part of any provision) is found by any court or other authority of competent jurisdiction to be invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed not to form part of this Agreement, and the validity and enforceability of the other provisions of this Agreement shall not be affected.

15.9. This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall constitute an original of this Agreement, but all counterparts shall together constitute the same Agreement. No counterpart shall be effective until each Party has executed at least one counterpart.

15.10. No failure or delay by a Party to exercise any right or remedy under this Agreement or by law shall constitute a waiver of that or any other right or remedy nor shall it preclude or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that or any other remedy.

15.11. Unless otherwise stated herein, the rights and remedies provided under this Agreement are in addition to, and not exclusive of, any other rights or remedies provided by law.

## **16. GOVERNING LAW AND JURISDICTION**

16.1. By entering into this Agreement, the Parties warrant that they each have the right, authority and capacity to enter into and be bound by the terms and conditions of this Agreement and that they agree to be bound by these.

16.2. This Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed and construed in accordance with the laws of the State of California, USA and subject to clause 12 both Parties submit to the exclusive jurisdiction of the state and federal courts located in San Mateo County, California,

save that Everything Location may elect to bring proceedings against the Client in the courts of any jurisdiction where the Client or any of the Client's property or assets may be found or located.