

TERMS OF SERVICE

These Terms of Service, including the Order and all attached exhibits and addenda (“Agreement”) is effective on the Effective Date specified in the Order and is entered into by and between the Pintr entity and the Customer set forth in the Order (“Pintr” and “Customer” respectively, each a “Party” and collectively, the “Parties”).

Pintr researches, develops and provides indoor location, mapping and wayfinding technology, products and services; and Customer desires to access and use Pintr Services for the purpose of permitting individuals to use the Pintr services to navigate Customer properties.

NOW, THEREFORE, in consideration of the mutual covenants and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Grant of Rights

(a) Access Granted. Subject to the terms and conditions of this Agreement, Pintr hereby grants to Customer a limited, non-exclusive, non-transferable, and non-sublicensable license during the Term to access, use, and to allow End Users to access and use, the Pintr Properties as described in this Agreement.

(b) Restrictions. Customer shall not use Pintr Properties beyond the scope of the license granted herein. Customer shall not, directly or indirectly:

- (A) copy, modify, alter, or create Derivative Works of Pintr Properties except as required to use them in accordance with this Agreement and for archival purposes;
- (B) rent, lease, lend, sell, sublicense, appoint resellers or distributors, assign, distribute, publish, transfer, or otherwise make available Pintr Properties;
- (C) reverse engineer, disassemble, decompile, decode, adapt, or otherwise attempt to derive or gain access to the source code of Pintr Services;
- (D) remove any proprietary notices from Pintr Properties; or
- (E) use Pintr Properties in any manner that infringes, misappropriates, or otherwise violates any Intellectual Property Rights or other right of any person or Entity, or that violates any Law.

(c) No Implied Rights. Pintr reserves all rights not expressly granted to Customer. Nothing in this Agreement grants, by implication, waiver, estoppel, or otherwise, any Intellectual Property Rights or other right, title, or interest in any Pintr Properties to Customer or any third party.

(d) The Parties’ Marks. Each Party may disclose the other Party’s name and logo on its website and in general marketing collateral and for advertising, publicity and promotional purposes subject to compliance with the other Party’s branding guidelines in effect from time to time.

2. Services and Support

(a) Commencement. Pintr shall provide the setup and support services specified in the Order. Upon completion of setup, Pintr shall provide Customer access to the Pintr Properties.

(b) Customer Support. Pintr shall provide Customer with training, marketing, maintenance, and support services as set forth in the Order. Technical support services are described in the Pintr Service Policy.

(c) Changes. Pintr may change the structure, format, and/or content of Pintr Properties at any time and shall use commercially reasonable efforts to provide advance notice of any material change.

3. Fees and Payment

(a) Fees and Invoicing. Customer shall pay Pintr the fees and amounts set forth in the Order (collectively, “Fees”) by bank wire transfer to a bank account designated by Pintr from time to time.

Confidentiality statement

This private deck and associated material contains sensitive information belonging to Pintr Ltd. These materials can be printed out or photocopied, only for evaluation of the project in scope, but cannot be disclosed with external parties without written consent from Pintr.

(b) **Late Payments.** If Customer fails to make any payment to Pointr of Fees or other amounts owed by Customer under this Agreement when due, in addition to all other remedies at Law or in equity that may be available to Pointr: (i) Pointr shall have the right to charge interest on the past due amount at the lesser of a) of One and One Half Percent (1.5%) per month or, b) the highest rate permitted by Law; (ii) Pointr shall have the right to suspend services; (iii) Customer shall reimburse Pointr for all reasonable costs and expenses incurred by Pointr in collecting any late payments or interest, including reasonable attorneys' fees and expenses, court costs, and collection agency fees; and (iv) Pointr shall have the right to terminate this Agreement on Notice to Customer.

(c) **Taxes.** All Fees and other amounts owed by Customer under this Agreement are exclusive of taxes and similar assessments. Customer is responsible for all sales, use, goods and services, and excise taxes, and any other similar taxes, duties, and charges of any kind imposed by any national, federal, state, provincial, or local government, governmental agency or regulatory body on the Fees and any other amounts owed, other than any taxes imposed on Pointr's income.

4. Confidential Information

Confidential Information. During the Term, either Party may disclose information about its business affairs, products, services, technologies, trade secrets, pricing, Intellectual Property Rights, or third-party confidential information, whether orally or in written, electronic, or other form, whether or not marked as "confidential" (collectively, "Confidential Information"). Confidential Information excludes information that: (i) is in the public domain; (ii) was known to the receiving Party at the time of disclosure; (iii) was rightfully obtained on a non-confidential basis from a third party; or (iv) was independently developed by the receiving Party. The receiving Party shall not disclose the disclosing Party's Confidential Information except to employees and contractors who need to know it to exercise rights or perform obligations hereunder. Each Party may disclose Confidential Information to the limited extent required: (i) to comply with a court order or applicable Law, provided the disclosing Party first gives Notice to the other Party (to the extent legally permissible) and makes reasonable efforts to obtain a protective order; or (ii) to establish a Party's rights under this Agreement. Upon expiration or termination, the receiving Party shall promptly return or certify destruction of all Confidential Information. Obligations of non-disclosure are effective as of the Effective Date and expire on the later of seven (7) years from the date of first disclosure and 1 yr after the contract term; provided that obligations with respect to trade secrets survive for as long as such information remains subject to trade secret protection under Law.

5. Intellectual Property Ownership and Use

All right, title, and interest in and to Pointr Properties and Third-Party Materials, including all Intellectual Property Rights therein, are and will remain with Pointr and the applicable rights holders respectively.

6. Warranties and Warranty Disclaimer

(a) **Each Party warrants** that: (i) it has full power and authority to enter into this Agreement and performance hereof will not conflict with or result in a breach of any other agreement to which Pointr is a party; (ii) it will comply with all Laws.

(b) **Pointr warrants** that: (i) it owns, or has a valid license to, all right, title, and interest in Pointr Properties and Third-Party Materials, including all Intellectual Property Rights, and the license to Customer will not violate any person's or Entity's Intellectual Property Rights; and (ii) Pointr Services will perform in all material respects as described in the Specifications.

(c) In the event Pointr Services fails to comply with the warranty set forth in Section 6(b), Pointr shall either: (i) repair or replace the Pointr Services, subject to reasonable cooperation of Customer; or (ii) refund the then remaining balance of any Fees applicable to the unexpired portion of the Term and terminate the Agreement. The remedies set forth in this Section 6(c) are Customer's sole remedies and Pointr's sole liability under the limited warranty set forth in Section 6(b).

EXCEPT FOR THE LIMITED WARRANTY SET FORTH IN SECTION 6(b), ALL POINTR PROPERTIES ARE PROVIDED "AS IS" AND POINTR HEREBY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE. POINTR SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A

PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT, AND ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE, OR TRADE PRACTICE. EXCEPT FOR THE LIMITED WARRANTY SET FORTH IN SECTION 6(b), POINTR MAKES NO WARRANTY OF ANY KIND THAT THE POINTR PROPERTIES OR RESULTS OF THE USE THEREOF, WILL MEET CUSTOMER'S, OR ANY OTHER PERSON'S REQUIREMENTS, OPERATE WITHOUT INTERRUPTION, ACHIEVE ANY INTENDED RESULT, BE COMPATIBLE OR WORK WITH ANY SOFTWARE, SYSTEM OR OTHER SERVICES, OR BE SECURE, ACCURATE, COMPLETE, FREE OF HARMFUL CODE, OR ERROR-FREE. ALL THIRD-PARTY MATERIALS ARE PROVIDED "AS IS" AND ANY REPRESENTATION OR WARRANTY OF OR CONCERNING ANY THIRD-PARTY MATERIALS IS STRICTLY BETWEEN CUSTOMER AND THE THIRD-PARTY OWNER OR DISTRIBUTOR OF THE THIRD-PARTY MATERIALS.

7. Indemnification

(a) Pointr Indemnification.

(i) Pointr shall indemnify, defend, and hold harmless Customer and its officers, directors, employees, agents, successors, and assigns (each, an "Customer Indemnitee") from and against any losses, damages, liabilities, and costs (including reasonable attorneys' fees and court costs) ("Losses") resulting from any third-party claim ("Third-Party Claim") arising from (A) Customer's exercise of its rights under Section 1 in accordance with this Agreement, where such use is alleged to infringe or misappropriate any Intellectual Property Rights; (B) Pointr's failure to comply with Laws; or (C) Pointr's breach of this Agreement. Pointr's indemnification obligations are conditioned on: prompt written notice of the Third-Party Claim; reasonable cooperation by the Customer Indemnitee; and Customer granting Pointr sole authority to control the defense and settlement. Pointr's right to settle is subject to Customer Indemnitees' consent, not to be unreasonably withheld or delayed, except that no consent is required where the settlement requires no payment, admission of wrongdoing, or cessation of any action by Customer Indemnitees.

(ii) If a Third-Party Claim is made or appears possible, Pointr shall have the right, at Pointr's sole discretion, to (A) modify or replace Pointr Properties, or component or part thereof, to make it non-infringing; (B) obtain the right for Customer to continue use under this Agreement; or (C) if Pointr determines that none of these alternatives is reasonably available, Pointr shall have the right to terminate this Agreement, in its entirety or with respect to the affected component or part, effective immediately on Notice to Customer.

(iii) This Section 7(a) does not apply to the extent that the alleged infringement arises from: use of Pointr Services in combination with non-Pointr authorized changes or data, software, hardware, equipment, or technology not provided by Pointr or authorized by Pointr in writing.

(b) **Customer Indemnification.** Customer shall indemnify, defend, and hold harmless Pointr and its officers, directors, employees, agents, successors, and assigns (each, a "Pointr Indemnitee") from and against any Losses resulting from: (i) Customer's failure to comply with Laws; (ii) Customer's breach of this Agreement; or (iii) use of Pointr Properties or Customer's business, except to the extent caused by Pointr's action or omission, including any failure of Pointr Services to perform in all material respects as described in the Specifications. Customer's indemnification obligations are conditioned on: prompt written notice; reasonable cooperation by the Pointr Indemnitee; and Pointr granting Customer sole authority to control the defense and settlement. Customer's right to settle is subject to Pointr Indemnitees' consent, not to be unreasonably withheld or delayed, except that no consent is required where the settlement requires no payment, admission of wrongdoing, or cessation of any action by Pointr Indemnitees.

(c) **Sole Remedy.** SECTION 7(a) SETS FORTH CUSTOMER'S SOLE REMEDY AND POINTR'S SOLE LIABILITY AND OBLIGATION FOR ANY ACTUAL, THREATENED, OR ALLEGED CLAIMS THAT POINTR PROPERTIES INFRINGE, MISAPPROPRIATE, OR OTHERWISE VIOLATE ANY INTELLECTUAL PROPERTY RIGHTS OF ANY OTHER PERSON OR ENTITY.

8. Limitations of Liability

(a) IN NO EVENT WILL POINTR BE LIABLE TO CUSTOMER UNDER OR IN CONNECTION WITH THE ORDER INCLUDING, WITHOUT LIMITATION, THIS AGREEMENT AND ALL OTHER DOCUMENTS REFERENCED THEREIN

UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, AND OTHERWISE, FOR ANY: (A) CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, ENHANCED, OR PUNITIVE DAMAGES; (B) INCREASED COSTS, DIMINUTION IN VALUE OR LOST BUSINESS, SERVICES, REVENUES, OR PROFITS; (C) LOSS OF GOODWILL OR REPUTATION; (D) USE, INABILITY TO USE, LOSS, INTERRUPTION, DELAY, OR RECOVERY OF ANY DATA, OR BREACH OF DATA OR SYSTEM SECURITY; OR (E) COST OF REPLACEMENT GOODS OR SERVICES, IN EACH CASE REGARDLESS OF WHETHER POINTR WAS ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES OR SUCH LOSSES OR DAMAGES WERE OTHERWISE FORESEEABLE. IN NO EVENT WILL POINTR'S AGGREGATE LIABILITY UNDER, ARISING OUT OF OR RELATED TO THE ORDER INCLUDING, WITHOUT LIMITATION, THIS AGREEMENT AND ALL OTHER DOCUMENTS REFERENCED THEREIN UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, AND OTHERWISE EXCEED THE TOTAL AMOUNTS ACTUALLY PAID TO POINTR UNDER THIS AGREEMENT IN THE TWELVE (12) MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO THE CLAIM. THIS LIMITATION OF LIABILITY IS CUMULATIVE AND NOT PER INCIDENT.

(b) THE LIMITED WARRANTIES, WARRANTY DISCLAIMER, LIMITED REMEDIES AND LIMITATION OF LIABILITY ARE FUNDAMENTAL ELEMENTS OF THE BARGAIN BETWEEN POINTR AND THE CUSTOMER. POINTR WOULD NOT BE ABLE TO PROVIDE THE POINTR SERVICES WITHOUT SUCH LIMITATIONS.

9. Term and Termination

(a) **Term.** The term of this Agreement (the "Initial Term") is specified in the Order, unless otherwise terminated earlier pursuant to this Agreement.

(b) **Renewal and Notice of Non-Renewal.** Unless otherwise specified in the Order, this Agreement will automatically renew for successive one (1) year terms (each, a "Renewal Term" and, together with the Initial Term, the "Term"), unless either Party gives the other Notice by email of non-renewal at least sixty (60) days prior to expiration of the then-current term. Customer may send non-renewal notice to: accounts@pointr.tech. Upon each Renewal Term, applicable license subscription fees shall increase by five percent (5%), unless otherwise specified in the Order.

(c) **Termination for Convenience and for Cause.** In addition to any other termination right set forth in this Agreement:

(i) Customer may choose to cancel this Agreement at any time for convenience by Notice, provided that, Pointr will not provide any refund of prepaid Fees or unused Fees, and, in such event, Customer will promptly pay Pointr all unpaid Fees due through the end of the Term, as the case may be.

(ii) Either Party may terminate this Agreement as to any or all of the Pointr Services if the other Party materially breaches this Agreement, and such breach: (A) is incapable of cure; or (B) is capable of cure, and remains uncured thirty (30) days after the non-breaching Party provides the breaching Party with Notice of such breach.

(iii) Either Party may terminate this Agreement, effective immediately upon Notice to the other Party, if the other Party: (A) becomes insolvent or is generally unable to pay, or fails to pay, its debts as they become due; (B) files, or has filed against it, a petition for voluntary or involuntary bankruptcy or otherwise becomes subject, voluntarily or involuntarily, to any proceeding under any domestic or foreign bankruptcy or insolvency Law; (C) makes or seeks to make a general assignment for the benefit of its creditors; or (D) applies for or has appointed a receiver, trustee, custodian, or similar agent appointed by order of any court of competent jurisdiction to take charge of or sell any material portion of its property or business.

(d) **Effect of Expiration or Termination.** Upon termination, this Agreement shall remain in full force and effect for the duration of any existing Order. Upon any expiration or termination of this Agreement: (i) Customer shall immediately cease to represent itself as a Pointr Customer; (ii) all rights granted to Customer hereunder will expire or terminate; and (iii) Customer shall cease all use of Pointr Properties, and all copies thereof, in whole and in part.

(e) **Survival.** Any rights or obligations of the Parties in this Agreement which, by their nature, should survive termination or expiration of this Agreement will survive termination or expiration, including, without limitation, the rights and obligations set forth in Section 1(b), 1(c), and Sections 4-10.

10. Miscellaneous

(a) **Force Majeure.** Neither Party shall be liable for any Losses resulting from its inability to perform obligations due to causes beyond its reasonable control, including fire, strike, flood, explosion, civil or military authority, insurrection, embargo, epidemic, pandemic, government action, terrorism, denial of service attack, or failure of internet or telecommunications providers (collectively, "Force Majeure"). The affected Party shall give immediate Notice to the other Party. The unaffected Party may elect to: (i) suspend this Agreement for the duration of the Force Majeure and resume performance upon its cessation; (ii) terminate this Agreement as to Pointr Properties not yet received or provided; or (iii) terminate this Agreement on thirty (30) days' Notice.

(b) **Insurance.** Customer agrees to maintain sufficient insurance coverage to enable it to meet its obligations created by this Agreement and by Law.

(c) **Entire Agreement.** The Order, this Agreement, and all exhibits, addenda, and other documents incorporated herein constitute the sole and entire agreement of the Parties with respect to the subject matter hereof and supersede all prior and contemporaneous understandings, agreements, and representations, both written and oral. In the event of conflict or inconsistency, the following order of priority applies: (i) Order; (ii) exhibits, addenda and other agreements (equal priority); and (iii) this Agreement.

(d) **Relationship of the Parties.** The Parties to this Agreement are independent contractors and nothing in this Agreement will be deemed or construed as creating a joint venture, partnership, agency relationship or franchise. Neither Party, by virtue of this Agreement, will have any right, power, or authority to act or create an obligation, expressed or implied, on behalf of the other Party.

(e) **Non-Solicit.** Neither Party shall during the Term and for a period of one (1) year thereafter, solicit the employment or hire or engage as an officer, employee or contractor any individual then employed by the other Party or employed by the other Party during the preceding two (2) years, provided that neither Party shall be precluded from soliciting, hiring or engaging any individual through a general public notice or advertisement not directed at the other Party or its employees.

(f) **Notices.** All notices, requests, consents, claims, demands, waivers, and other communications (each, a "Notice") must be in writing, addressed to a Party at the address set out in the Order, and delivered by personal delivery, nationally recognized overnight courier (fees prepaid), or email (with confirmation of transmission), or certified or registered mail (return receipt requested, postage prepaid). A Notice is effective only upon receipt by the receiving Party.

(g) **Amendment and Modification; Waiver.** No amendment or modification of this Agreement is effective unless in writing and signed by a duly authorized representative of each Party. No waiver is effective unless explicitly set forth in writing and signed by the waiving Party. No failure or delay in exercising any right or remedy will operate as a waiver, and no single or partial exercise of any right or remedy will preclude any other or further exercise thereof.

(h) Pointr may suspend access to the Services if Pointr determines in good faith that Customer's use of the Pointr Services is in breach of this Agreement or threatens the stability or security of the Pointr Services.

(i) **Governing Law; Pointr USA Limited.** This Agreement shall be governed by and constructed in accordance with the laws of the State of Delaware without giving effect to any conflict of Laws rules. The United Nations Convention on Contracts for the International Sale of Goods is expressly excluded. Any legal action, suit or proceeding under, arising out of, or related to, this Agreement shall be instituted exclusively in the State and Federal courts located in the State of Delaware. Each Party consents to personal jurisdiction of such courts. Each Party waives all rights to a jury trial in any legal action, suit or proceeding under, arising out of, or related to, this Agreement. Customer hereby waives any right to personal service under N.Y. Gen. Oblig. Law §5-903 and irrevocably consents to notice of automatic renewal by email.

(j) **Construction; Headings; Severability.** This Agreement shall be construed without regard to any presumption or rule requiring construction against the drafting Party. The words "include," "includes," and "including" shall be deemed followed by "without limitation." Section headings are for convenience only and do not define, limit, or extend the scope or intent of any section. If any provision is invalid, illegal, or unenforceable in any jurisdiction, such invalidity or

unenforceability will not affect any other provision, and the Parties shall negotiate in good faith to modify this Agreement to effect the original intent as closely as possible.

(k) **Assignment.** Customer may not assign or transfer any of its rights or delegate any of its obligations hereunder, in each case without the prior written consent of Pointr. Pointr may assign this Agreement upon a merger, consolidation or sale of all or substantially all of its assets or of the line of business involved in this Agreement, or similar transaction without regard to the form thereof. Any purported assignment, transfer, or delegation in violation of this Section is null and void. No assignment, transfer, or delegation will relieve the assigning or delegating Party of any of its obligations hereunder. This Agreement is binding upon and inure to the benefit of the Parties and their respective successors and permitted assigns.

(l) **Equitable Relief.** Each Party acknowledges and agrees that a breach or threatened breach by such Party of any of its obligations under this Agreement would cause the other Party irreparable harm for which monetary damages would not be an adequate remedy and agrees that, in the event of such breach or threatened breach, the other Party will be entitled to equitable relief, including a restraining order, an injunction, specific performance, and any other judicial relief that may be available, without any requirement to post a bond or other security, or to prove actual damages or that monetary damages are not an adequate remedy. Such remedies are not exclusive and are in addition to all other remedies that may be available at Law or in equity, or otherwise.

Signature

Signed below by the duly-authorized representative of each Party

Entity:

Pointr USA Limited

Name:

Title:

Date:

Signature:

Entity:

Customer Name

Name:

Title:

Date:

Signature:

Signed below by the duly-authorized representative of each Party

Entity:

Pointr USA Limited

Name:

Ege Akpınar

Title:

CEO

Date:

Jan 1, 2026

Entity

Customer Name

Name:

Customer Signatory Name

Title:

Customer Signatory Title

Date:

Jan 1, 2026

Signature:	Signature:
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ADDENDUM A

DEFINITIONS

- (a) “Derivative Work” means any “derivative work” as defined for purposes of 17 U.S.C. §101.
- (b) “Documentation” means Pointr’s user documentation for Pointr Services (defined below) provided by Pointr to Customer under this Agreement including Specifications (defined below) and SLAs (defined below).
- (c) “End User” means an individual who uses Pointr services to browse, navigate or use Customer properties.
- (d) “Entity” means a corporation, company, trust, joint venture, proprietorship, estate, or other incorporated or unincorporated enterprise or organization of any kind.
- (e) “Initial Term” has the meaning given it in Section 9(a).
- (f) “Intellectual Property Rights” means any and all registered and unregistered rights granted, applied for, or otherwise in existence under any patent, copyright, trademark, trade secret, database protection, or other intellectual property rights Laws, and all similar or equivalent rights or forms of protection, in any part of the world.
- (g) “Laws” means all applicable laws, statutes, regulations, treaties, guidelines, rules, ordinances, and codes of any national, federal, state, provincial, or local governmental authority, regulatory body, court, or administrative tribunal exercising executive, legislative, judicial, taxing, or administrative powers.
- (h) “New Version” means any new version of Pointr Services that Pointr may introduce and market generally as a distinct licensed product (as may be indicated by Pointr’s designation of a new version number), and which Pointr may make available to Customer subject to negotiation of the applicable Fees (defined below) and a corresponding amendment of Pointr’s Products & Associated Services (defined below).
- (i) “Order ” means a mutually agreed, filled in, completed, and signed order for specific Pointr Services and includes and incorporates this Agreement, addenda and other documents referenced therein as they are updated from time to time.
- (j) “Pointr Properties” means Pointr Services, Specifications, Documentation, Pointr Intellectual Property Rights, Pointr’s Confidential Information (defined below), APIs (application programming interfaces), and other technologies, information, data, and materials provided by Pointr to Customer to enable Customer to access and use the Pointr Services in accordance with this Agreement.
- (k) “Pointr Services” means the products and services referred to or described in an Order from among “Pointr’s Products & Associated Services”.
- (l) “Pointr’s Products & Associated Services” means the Pointr products and services description set forth in Addendum B (Pointr’s Products & Associated Services), attached hereto and made a part hereof, including software, hardware and mapping components, and Pointr’s setup services and support services. Data will be a cloud hosted solution.
- (m) “Renewal Term” has the meaning given it in Section 9(b).
- (n) “Specifications” means the technical specifications for Pointr Services set forth in the Documentation or otherwise designated in an Order.
- (o) “Term” has the meaning given it in Section 9(b).
- (p) “Territory” shall mean worldwide, unless otherwise provided in an Order.
- (q) “Third-Party Materials” means all materials and information in any form or medium, including data, content, documentation, specifications, services, equipment, or components of or relating to Pointr Services, that are not proprietary to Pointr.

ADDENDUM B

POINTR’S PRODUCTS & ASSOCIATED SERVICES

1. Pointr Products Summary

Pointr provides a location-based platform (“Pointr Maps Platform”) consisting of software, mapping, and optional hardware components, together with setup and support services, as specified in a Signed Quote. The Pointr Maps Platform is licensed under two configurations:

Features	Maps	Maps + Location
Indoor Mapping	✓	✓
MapScale® AI Mapping	✓	✓
Content Management	✓	✓
Indoor Location	GPS only	✓
Geofencing	GPS only	✓
Wayfinding	Static only	✓
Analytics	Usage & Search Data only	✓
Pointr Express™	Web only	✓
Multi-Platform	✓	✓
Unlimited SDK/API Access	✓	✓

The specific features, scope, and limitations applicable to each configuration are defined in the Signed Quote.

2. Components of Pointr Maps Platform

Software

Subject to the purchased license, the Pointr Maps Platform may include:

- **Pointr Cloud:** Backend system for managing digital maps, points of interest, wayfinding network, geofencing, and hardware configurations. API access is also provided as part of the standard offering, enabling programmatic access to platform functionality and data.
- **MapScale®:** Software tool to process and convert floor plan files into digital maps, including the use of automated processing and machine learning techniques. Output is subject to review and may be further edited and managed within Pointr Cloud.
- **Mobile SDK:** Provides pre-built tools, libraries, and documentation to enable seamless integration of mapping, positioning, and wayfinding capabilities into native iOS and Android applications.
- **Web SDK:** Provides pre-built tools, libraries, and documentation to enable the embedding and display of interactive maps and wayfinding functionality within web applications and kiosk interfaces.

- **Pointr Express™**: An app-free solution that provides instant access to digital maps and wayfinding without requiring users to download a mobile application or for the customer to integrate a Mobile SDK. It is typically accessed via a web link or QR code, allowing end users to quickly launch navigation experiences.

Mapping

- Pointr generates digital maps based on CAD floor plans (.dwg, .dxf, etc.) supplied by the End User.
- Accuracy depends on the quality and completeness of the provided floor plans.
- After map digitization, maps and related content are managed by the End User via Pointr Cloud.
- Map updates by Pointr may be provided on a quarterly basis upon End User request.

Hardware

- Pointr may support or supply Bluetooth Low Energy (BLE) beacons, depending on client requirements.
- Pointr is hardware-agnostic and may work with third-party hardware subject to compatibility validation.
- End User is responsible for providing accurate hardware specifications where third-party hardware is used.
- Positioning performance depends on hardware quality, configuration, and deployment conditions.
- Pointr is not responsible for performance issues caused by third-party hardware or incomplete hardware data.

3. Services

Services may include:

- **Pointr Cloud CMS Setup**: Deployment and configuration of the Pointr Cloud environment, available in either cloud-hosted or on-premise setups, depending on client infrastructure and requirements.
- **Map & Content Digitization**: Creation and configuration of maps, point of interest and wayfinding network.
- **Hardware Design & Configuration**: Beacon topology design and configuration of UUID, Major, minor, txPower and advertisement interval.
- **Hardware Installation & Validation**: Beacon deployment and testing of hardware to validate location performance and functionality.

ADDENDUM C

SERVICE POLICY

1. Overview

This Service Policy governs the provision of technical support services by Pointr for its products, including but not limited to:

- Pointr Mobile & Web SDK (iOS/Android)
- Pointr Cloud CMS & REST API
- MapScale®
- Pointr Express™
- Deep Analytics

Support is provided under the applicable License Agreement and associated Support Plan. Technical Support is delivered remotely via email and online communication channels.

2. Scope

Pointr provides technical support for:

- Product configuration and operational issues
- API, SDK, and system connectivity issues
- Cloud CMS, analytics, and platform functionality
- Product updates and upgrades
- Standard deployment-related troubleshooting
- Bluetooth beacon validation (Priority Support only)

Support is limited to issues reproducible within standard Product usage and documentation gaps.

3. Exclusions

Pointr is not responsible for:

- Client applications outside SDK integration scope
- Third-party hardware/software not under contract
- Customizations not performed or approved by Pointr
- Issues outside agreed Signed Order
- Misuse, unauthorized modification, or improper deployment
- External factors beyond reasonable control (including force majeure events)
- Non-production or experimental features (alpha/beta/demo)
- Training or advanced customization beyond standard deployment

Pointr is not obligated to resolve every defect where resolution is not commercially or technically feasible.

4. Incident Management

Clients must provide sufficient information for troubleshooting, including:

- Reproducible steps
- Logs, screenshots, and environment details
- Relevant configuration and code snippets (where applicable)

All incidents must be reported via the designated support channel.

Pointr will:

- Acknowledge receipt of incidents
- Assign priority level

- Request additional information if needed
- Provide commercially reasonable efforts to resolve issues
- Maintain communication until resolution or closure

Failure to provide required information may delay resolution without breach of SLA.

5. Support Plans

Standard Plan	Priority Plan
<ul style="list-style-type: none"> • Included with enterprise licenses • Business hours support only • Remote troubleshooting 	<ul style="list-style-type: none"> • 24/7 support for P1/P2 incidents • Faster response times • Remote + on-site hardware support (where applicable) • Extended hardware warranty (up to license term)

6. Service Levels

Incident priorities define response and resolution targets:

Priority	Description	Acknowledgement Time		Resolution Time	
		Standard	Priority	Standard	Priority
Critical (P1)	System outage / major impact / security issue	4 Business Hours	2 Hours	1 Business Days	4 Hours
High (P2)	Significant degradation with partial availability	2 Business Days	4 Hours	5 Business Days	1 Business Days
Medium (P3)	Functional impairment with workaround	3 Business Days	1 Business Days	10 Business Days	5 Business Days
Low (P4)	Minor/non-critical issues or cosmetic defects	10 Business Days	3 Business Days	Next Release	Next Release

Response and resolution times vary based on Support Plan (Standard vs Priority) as defined in the Support Plan table.

7. Business Hours

- **Americas:** 08:00–20:00 ET (Mon–Fri, excluding holidays)
- **EMEA/APAC:** 06:00–18:00 GMT (Mon–Fri, excluding local holidays)

8. End of Life

- Each major product version is supported for 12 months after release of a new major version.
- For an additional six (6) months, Pointr will assist in clarifying language in the documentation in an effort to help Clients upgrade to newer Product versions.
- Once a new Major version is released, the previous Major version is supported for 12 months from that point and only receives critical security updates. Any new feature / improvements will only be applied to the latest Major version.
- Clients are strongly advised to upgrade to supported versions.

9. Hosting & Monitoring

- Monitoring provided for Cloud-hosted deployments, if hosted by Pointr.
- No uptime guarantees for client-hosted or on-premise environments
- Target uptime applies only to Pointr-managed Azure and AWS environments: 99% for Standard and 99.9% for Priority.
- Maintenance is performed outside production hours where possible.

10. Liability & Limitation

Pointr's obligations are limited to commercially reasonable efforts to provide support services as defined herein. Pointr is not liable for:

- Client-side configuration or usage errors
- Third-party system failures
- Indirect or consequential losses arising from service interruptions

ADDENDUM D

HARDWARE SUPPORT POLICY

1. Overview

This Hardware Support Policy defines the terms under which Pointr provides hardware support, maintenance, and warranty services in connection with deployed equipment. Hardware support is provided subject to the applicable License Agreement and selected Support Plan.

2. Support Plans

Pointr offers two levels of hardware support depending on which support package purchased in the Order:

Standard Plan	Priority Plan
<ul style="list-style-type: none"> 1-year hardware warranty Remote support and troubleshooting On-site support available at additional cost 	<ul style="list-style-type: none"> Hardware warranty aligned with license duration (up to 5 years) Remote support and troubleshooting On-site support included (excluding travel and accommodation costs) Enhanced response and service coverage

3. Equipment Warranty

- Warranty begins on License Agreement commencement
- Pointr will repair or replace defective hardware within the applicable warranty period
- Replacement hardware may be new or refurbished
- Replaced hardware becomes Pointr property unless otherwise agreed

4. Support & Troubleshooting

Pointr provides:

- Remote troubleshooting for hardware-related issues
- On-site support where required (included in Priority Plan or chargeable under Standard Plan)

On-site services under Standard Plan are subject to additional fees of \$1,600 per person/day and any travel related expenses. Under our Priority Plan only travel related expenses are charged back.

5. Client Responsibilities

Client agrees to:

- Follow installation guidelines and training provided by Pointr
- Ensure safe and appropriate access to installation environments
- Maintain hardware in accordance with Pointr documentation
- Provide required data and cooperation for troubleshooting and diagnostics

Failure to meet these responsibilities may impact service delivery and obligations.

6. Maintenance & Health Check

- Client is responsible for periodic system validation and health checks. Self Serve On-site Recordings are required to be taken at the following intervals: 18 months after deployment report sign-off, then a further 12 months on, and each 6 months thereafter to ensure continued accuracy of systems. Partners/Clients will have access to the Pointr Recording App for self-serve of this process.
- Pointr may review submitted data and provide recommendations

- Additional on-site or managed services are subject to separate agreement and fees

7. Spare Equipment

1. Spare hardware may be provided as part of deployment (if applicable)
2. Client must use only approved spare equipment
3. Replaced parts must be returned within fourteen (14) days or may be invoiced

8. End of Hardware Life

Hardware is considered end-of-life upon:

- Battery depletion
- Obsolescence or discontinuation

Client is responsible for replacement and proper disposal in accordance with applicable regulations. Pointr may provide guidance where applicable.

9. Exclusions

Pointr is not responsible for:

1. Damage caused by misuse, abuse, or improper installation
2. Unauthorized modification or third-party interference
3. Environmental or external factors beyond reasonable control
4. Third-party hardware or components
5. Consumable parts beyond expected lifecycle (e.g., batteries)
6. Hardware deemed non-defective upon inspection

10. Installation & Liability

- Client retains responsibility for the physical environment where hardware is installed
- Client assumes risks associated with installation, maintenance, and removal activities

To the maximum extent permitted by law:

- Pointr shall not be liable for property damage arising from installation or hardware activities, except in cases of gross negligence or willful misconduct
- Client agrees to indemnify Pointr against claims arising from such activities, except where caused by Pointr's gross negligence or willful misconduct

Client is responsible for:

- Ensuring safe installation conditions
- Disclosing known risks or structural issues
- Maintaining appropriate insurance coverage
- Owning hardware upon deployment acceptance