Terms of Service

by

Pointr

VERSION HISTORY

Version	Publish Date	Author	Notes
v1.0	2023-06-12	Mert Yıldırım mert.yildirim@pointr.tech	- First version
v1.1	2024-10-15	Mert Yıldırım mert.yildirim@pointr.tech	- Updated links that redirects to Pointr Docs - Added Pointr Express to Addendum A section
v1.2	2025-01-21	Mert Yıldırım mert.yildirim@pointr.tech	- Updated Addendum A section in line with new package offering of Growth team
v1.3	2025-02-01	Mert Yıldırım mert.yildirim@pointr.tech	- Added Addendum C section to cover Deep Analytics agreement
v.1.4	2025-12-15	Mert Yıldırım mert.yildirim@pointr.tech	- Added 5% increase condition for renewals
v1.5	2026-04-04	Mert Yıldırım mert.yildirim@pointr.tech	- Updated service policy URLs

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1. INTRODUCTION

Pointr Service Policy ("Service Policy") describes the policies and procedures under which Pointr provides technical support services for:

Our customer terms of service consist of the following documents:

1) End User Base Agreement

2) Addendum A - Pointr's Products & Associated Services

3) Addendum B - Jurisdiction Specific Terms

4) Addendum C - Deep Analytics Agreement

Pointr's Quote ("Quote") is the Pointr document that includes the details regarding Pointr's provision of products and services to you including which of the above documents and any other documents are included in our agreement with you. All of such documents are a part of the Quote as if set out there in full. A signed quote represents a mutually binding contract setting forth our mutual agreement as to all of the terms of service.

Pointr updates the above documents from time to time. By continuing to use the products and services, you are agreeing to the updated terms of the documents.

2. END USER BASE AGREEMENT

This End User Base Agreement (this "Agreement" or this "Base Agreement") is dated the date set forth in the Signed Quote (defined below) (the "Effective Date") and is entered into by and between the Pointr entity whose name and principal address are set forth in the Signed Quote ("Pointr") and the entity whose name and principal place of business are set forth in the Signed Quote ("End User") (Pointr and End User each a "Party" and, collectively, the "Parties").

3. RECITALS

WHEREAS, Pointr researches, develops and provides indoor location, mapping and wayfinding technology, products and services; and

WHEREAS, End User desires to access and use Pointr services, and Pointr desires to provide End User a license to access and use Pointr Services in accordance with the terms and conditions of this Agreement.

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

1. Definitions

(a) "Affiliate" means with respect to a Party, any other Entity (defined below) that directly or indirectly controls, is controlled by, or is under common control with such Party. "Control" means possession, directly or indirectly, of the power to direct or cause direction of management and policies through ownership of voting securities, contract, voting trust or otherwise.

(b) "Derivative Work" means any "derivative work" as defined for purposes of 17 U.S.C. §101.

(c) "Documentation" means Pointr's user documentation for Pointr Services (defined below) provided by Pointr to End User under this Agreement including Specifications (defined below) and SLAs (defined below).

(d) "Entity" means a corporation, company, trust, joint venture, proprietorship, estate or other incorporated or unincorporated enterprise, entity or organization of any kind whatsoever.

(e) "Intellectual Property Rights" means any and all registered and unregistered rights granted, applied for or otherwise now or hereafter in existence under, involving or related to any patent, copyright, trademark, trade secret, database protection or other intellectual property rights Laws (defined below), and all similar or equivalent rights or forms of protection, in any part of the world.

(f) "Laws" means all applicable laws, statutes, regulations, treaties, guidelines, rules, ordinances and codes of any national, federal, state, province or local government, government agency, regulatory authority, court, administrative tribunal, central bank or other entity exercising executive, legislative, judicial, taxing or administrative powers or functions of or pertaining to government.

(g) "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 End User subject to negotiation of the applicable Fees (defined below) and a corresponding amendment of Pointr's Products & Associated Services (defined below).

(h) "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 End User to enable End User to access and use the Pointr Services in accordance with this Agreement.

(i) "Pointr Services" means the products and services referred to or described in a Signed Quote (defined below) from among "Pointr's Products & Associated Services".

(j) "Pointr's Products & Associated Services'' means the Pointr products and services description set forth in Addendum A (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.

(k) "Pointr's Pricing & Payment Terms" mean the Fees and Payment Terms set forth in the Signed Quote.

(l) "Signed Quote" means a mutually agreed, filled in, completed, and signed quote for specific Pointr Services and includes and incorporates this Agreement, addenda and other documents referenced therein.

(m) "SLAs" means Pointr's service level agreement set forth on its website, as may be amended from time to time.

(n) "Specifications" means the technical specifications for Pointr Services set forth in the Documentation or otherwise designated in a Signed Quote.

(o) "Territory" shall mean worldwide, unless otherwise provided in a Signed Quote.

(p) "Third-Party Materials" means, other than End User Services, 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.

(q) "Updates" means any updates, bug fixes, patches, maintenance releases, or other adaptations or modifications to Pointr Services that Pointr may provide or otherwise make available from time to time during the Term (defined below) to all End Users of Pointr Services which may contain, among other things, error corrections, enhancements, improvements or other changes to the user interface, functionality, compatibilities, performance, efficiency or quality of Pointr Services, but does not include any New Version.

2. License and Orders

(a) License. Subject to the terms and conditions of this Agreement, and only during the Term, unless this Agreement is terminated earlier as provided for herein, Pointr grants to End User the license in Section 3(a) below.

(b) Quote; Acceptance; Commencement of Pointr Services. Pointr will provide Pointr Services and furnish mutually agreed setup and support services identified in a Signed Quote. Following Pointr's countersignature of the quote in its discretion, Pointr shall provide access to the Pointr Properties, subject to the terms and conditions of this Agreement and the Signed Quote.

3. Grant of Rights

(a) License Granted. Subject to and conditioned on End User's payment of Fees and compliance with all the other terms and conditions of this Agreement, Pointr hereby grants End User a limited, non-exclusive, non-transferable and non-sublicensable right and license during the Term in the Territory to (i) install and use Pointr Properties internally for purposes of testing in connection with this Agreement; and (ii) access and use Pointr Properties internally in accordance with this Agreement.

(b) Restrictions.

(i) General. End User shall not use Pointr Properties for any purposes beyond the scope of the license granted in this Agreement. Except as otherwise expressly set forth in this Agreement, End User shall not at any time, directly or indirectly: (A) copy, modify, alter, or create Derivative Works of Pointr Properties, in whole or in part except as reasonably required to use Pointr Properties strictly in accordance with the terms of this Agreement and for archival purposes; (B) rent, lease, lend, sell, sublicense, appoint resellers or distributors, or assign, distribute, publish, transfer, or otherwise make available Pointr Properties; (C) reverse engineer, disassemble, decompile, decode, adapt, or otherwise attempt to derive or gain access to the source code of Pointr Services, in whole or in part; (D) remove any proprietary notices from Pointr Properties, unless approved by Pointr in advance; or (E) use Pointr Properties in any manner or for any purpose that infringes, misappropriates, or otherwise violates any Intellectual Property Rights or other right of any person or Entity, or that violates any Law.

(ii) No Pricing Disclosure. Neither Party shall communicate, disclose or reveal to the general public the amount End User paid or is payable by End User to Pointr under this Agreement.

(c) No Implied Rights. Pointr reserves all rights not expressly granted to End User in this Agreement. Except for the limited rights expressly granted under this Agreement, nothing in this Agreement grants, by implication, waiver, estoppel, or otherwise, to End User or any third party any Intellectual Property Rights or other right, title, or interest in or to any Pointr Properties. All uses in this Agreement of the terms "sell," "sale," "resell," "End User," "resale," "purchase," "price," and the like mean the grant of a license and shall not be deemed a sale of any copy of or rights in Pointr Properties. Nothing in this Agreement grants or conveys, or permits End User to grant or convey, any ownership right in any Pointr Properties or Third-Party Materials, or any article or copy thereof or Intellectual Property Rights therein.

(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.

4. Relationship Managers

Relationship Managers. Both Parties shall appoint a designated Relationship Manager for this Agreement, responsible for facilitating effective communication and acting as the central point of contact. These Relationship Managers will meet regularly to address any concerns and maintain open dialogue.

5. Payments, Services and Support

(a) Payments and Services. Pointr has the right to suspend or terminate Pointr Services resulting from non-payment by End User of a material amount of Fees and other amounts owed by End User to Pointr, provided that Pointr shall have given End User ten (10) days' notice of such non-payment and the amount thereof in reasonable detail and End User shall not have paid Pointr such amounts prior to the end of such ten (10) day period. Pointr shall only reinstate suspended or terminated Pointr Services if all past due Fees and other unpaid amounts are fully paid, including for the period that the Pointr Services were suspended or terminated.

(b) End User Support. Pointr shall provide End User with implementation, training, marketing, maintenance and support services as set forth in a Signed Quote.

(c) Changes. Pointr may at any time change the structure, format and/or content of Pointr Properties in an Update. Pointr shall use commercially reasonable efforts to provide advance notice of an Update for Pointr Properties that Pointr believes in good faith will materially impair the functionality of Pointr Properties, except to the extent deemed necessary by Pointr, in good faith, to preserve the integrity, security, stability, or continued functioning of Pointr Properties. Updates should be backward compatible with the current version of such Pointr Properties, but such backward compatibility is not mandatory. If there are backward compatibility issues in any such instance, Pointr will provide Documentation on changes necessary to be compatible with such Update.

(d) End of Life. Pointr reserves the right to discontinue the support of a version of any Pointr Properties on and after the date that is twelve (12) months following the release of a New Version. Product Properties older than twelve (12) months have reached their "End of Life'' and are no longer supported. For an additional six (6) months, Pointr will assist in clarifying language in the documentation in an effort to help Clients upgrade to New Version. Provided that Pointr shall have given End User thirty (30) days' notice of such discontinuance; such discontinuance shall not be deemed a termination or a breach of this Agreement by Pointr. From and after the End of Life Date, if End User communicates to Pointr in a Notice given not less than ninety (90) days, it is good faith need to continue with a prior version of the Pointr Properties past such End of Life Date, Pointr and End User shall work together in good faith to create a solution for End User.

6. Fees and Payment

(a) Fees and Invoicing. For Pointr Properties made available under this Agreement, End User shall pay Pointr the fees and other amounts as set forth in the Signed Quote (collectively, "Fees"). End User shall make all payments hereunder to Pointr in US dollars by bank wire transfer in immediately available funds to a bank account designated by Pointr and in accordance with wire transfer instructions provided by Pointr, which bank account and wire transfer instructions may be changed from time to time by Notice to End User.

(b) Late Payments. If End User fails to make any payment to Pointr of Fees or other amounts owed by End User 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 rate of One and One Half Percent (1.5%) per month calculated daily and compounded monthly or, if lower, the highest rate permitted by Law; (ii) End User 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 (iii) Pointr shall have the right to terminate this Agreement on Notice to End User.

(c) Taxes. All Fees and other amounts owed by End User under this Agreement are exclusive of taxes and similar assessments. Unless otherwise provided in a Signed Quote, End User 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, province or local government, governmental agency or regulatory body on any amounts payable by End User hereunder, other than any taxes imposed on Pointr's income.

7. Confidential Information

Confidential Information. From time to time during the Term, either Party may disclose or make available to the other Party information about its business affairs, products, services, technologies, trade secrets, Intellectual Property Rights, or third-party confidential information, and other sensitive or proprietary information, whether orally or in written, electronic, or other form or media whether or not marked, designated, or otherwise identified as "confidential" (collectively, "Confidential Information"). Confidential Information does not include information that, at the time of disclosure is: (i) in the public domain; (ii) known to the receiving Party; (iii) rightfully obtained by the receiving Party on a non-confidential basis from a third party; or (iv) independently developed by the receiving Party. The receiving Party shall not disclose the disclosing Party's Confidential Information to any person or Entity, except to the receiving Party's employees and contractors who have a need to know the Confidential Information for the receiving Party to exercise its rights or perform its obligations hereunder. Notwithstanding the foregoing, each Party may disclose Confidential Information to the limited extent required (i) in order to comply with the order of a court or other governmental or regulatory body, or as otherwise necessary to comply with Law, provided that the Party making such disclosure shall

first have given Notice to the other Party (to the extent legally permissible to do so) and made a reasonable effort to obtain a protective order; or (ii) to establish a Party's rights under this Agreement including, without limitation, to make required court filings. On the expiration or termination of this Agreement, the receiving Party shall promptly return to the disclosing Party all copies, whether in written, electronic, or other form or media, of the disclosing Party's Confidential Information, or destroy all such copies and certify in writing to the disclosing Party that such Confidential Information has been destroyed. Each Party's obligations of non-disclosure with regard to the disclosing Party's Confidential Information are effective as of the Effective Date and will expire seven (7) years from the date first disclosed to the receiving Party; provided, however, with respect to any Confidential Information that constitutes a trade secret (as determined under Law), such obligations of non-disclosure will survive the termination or expiration of this Agreement for as long as such Confidential Information remains subject to trade secret protection under Law.

8. 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, respectively, with Pointr and the rights holders in the Third-Party Materials. End User has no right or license to any Pointr Properties or Third-Party Materials except as expressly licensed under this Agreement or the applicable third-party license, and subject to the requirements and restrictions set forth in this Agreement. End User hereby unconditionally and irrevocably assigns to Pointr its entire right, title, and interest in and to any Intellectual Property Rights that End User may acquire in or relating to any of Pointr Properties (including any rights in Derivative Works or improvements relating thereto), whether acquired by operation of Law, contract, assignment or otherwise.

9. Pointr Limited Warranties and Warranty Disclaimer

(a) Pointr warrants that: (i) it has full power and authority to enter into this Agreement and that the execution, delivery and performance by Pointr of this Agreement will not conflict with or result in any breach of any terms, conditions or provisions of or constitute a default under any other instrument or agreement to which Pointr is a party; (ii) it will comply with all Laws in the performance of its duties and the exercise of its rights under this Agreement; (iii) it owns, or has a valid license to use, all right, title and interest in and to Pointr Properties and Third-Party Materials, including all Intellectual Property Rights therein, and warrants that the license provided to End User in this Agreement will not violate the Intellectual Property Rights of any person or Entity; and (iv) the Pointr Services will perform in all material respects as described in the Specifications.

(b) The warranties set forth in Section 9(a) do not apply and become null and void if End User breaches any provision of this Agreement, if any other person or Entity is provided access to

Pointr Services by End User in violation of this Agreement or if End User misuses, or knowingly permits the misuse by any other person or Entity of, Pointr Services, including any use of Pointr Services other than as permitted in the Documentation.

(c) If, during the Term, any Pointr Services fails to comply with the warranty set forth in Section 9(a), and such failure is not excluded from warranty pursuant to Section 9(b), Pointr shall, subject to End User's promptly giving Pointr Notice of such failure, at Pointr's sole option, either: (i) repair or replace the Pointr Services, provided that End User shall provide Pointr with all information Pointr reasonably requests to resolve the reported failure, including sufficient information and data to enable Pointr to recreate such failure; or (ii) refund the then remaining balance of any Fees applicable to the unexpired portion of the Term, subject to End User's ceasing all use of all Pointr Services. The remedies set forth in this Section 9(c) are End User's sole remedies and Pointr's sole liability under the limited warranty set forth in Section 9(a).

(d) EXCEPT FOR THE LIMITED WARRANTY SET FORTH IN SECTION 9(a), 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 9(a), POINTR MAKES NO WARRANTY OF ANY KIND THAT THE POINTR PROPERTIES OR RESULTS OF THE USE THEREOF, WILL MEET END USER'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 END USER AND THE THIRD-PARTY OWNER OR DISTRIBUTOR OF THE THIRD-PARTY MATERIALS.

(e) End User shall not make any warranties, representations, or guarantees on behalf of Pointr or any warranties, representations or guarantees regarding the Pointr Services, their performance, functionality, or specifications, unless (i) expressly permitted by this Agreement; or (ii) otherwise expressly authorized in writing by Pointr.

10. End User Warranties

End User warrants that:

(i) it has full power and authority to enter into this Agreement and that the execution, delivery and performance by End User of this Agreement will not conflict with or result in any breach of any terms, conditions or provisions of or constitute a default under any other instrument or agreement to which End User is a party; and

(ii) it will comply with all Laws in the performance of its duties and the exercise of its rights under this Agreement.

11. Indemnification

(a) Pointr Indemnification.

(i) Pointr shall indemnify, defend, and hold harmless End User and its officers, directors, employees, agents, successor and assigns (each, a "End User Indemnitee") from and against any and all losses, damages, liabilities, and costs (including reasonable attorneys' fees and expenses, and court costs) (collectively, "Losses") incurred by a End User Indemnitee resulting from any third-party claim, action, suit or proceeding (collectively, "Third-Party Claim") resulting from (A) End User's exercise of its rights under Section 3 in accordance with this Agreement alleging that the use infringes or misappropriate any person's or Entity's Intellectual Property Rights; (B) Pointr's failure to comply with Laws; or (C) Pointr's breach of this Agreement. Pointr's indemnification obligations are conditional on the End User Indemnitee promptly notifying Pointr in writing of the Third-Party Claim, cooperating with Pointr with respect to the Third-Party Claim, and allowing Pointr sole authority to control the defense and settlement of the Third-Party Claim. Pointr's right to settle a Third-Party Claim shall be subject to the End User Indemnitees' consent which shall not be unreasonably withheld or delay; provided that no such consent shall be necessary if the settlement does not require the End User Indemnitees to pay any amount, admit any wrongdoing or cease engaging in any action.

(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 End User 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 End User.

(iii) This Section 11(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) End User Indemnification. End User shall indemnify, defend, and hold harmless Pointr and its officers, directors, employees, agents, successors and assigns (each, a "Pointr Indemnitee") from and against any and all Losses incurred by a Pointr Indemnitee resulting from (i) End User's failure to comply with Laws; or (ii) End User's breach of this Agreement, or (iii) use of the Pointr Properties or End User's business except to the extent that any such Loss is caused by any action or omission of Pointr including any failure of the Pointr Services to perform in all material respects as described in the Specifications. End User's indemnification obligations are conditional on the Pointr Indemnitee promptly notifying End User in writing of the Third-Party Claim, cooperating with End User with respect to the Third-Party Claim, and allowing End User sole authority to control the defense and settlement of the Third-Party Claim. End User's right to settle

a Third-Party Claim shall be subject to the Pointr Indemnitees' consent which shall not be unreasonably withheld or delay; provided that no such consent shall be necessary if the settlement does not require the Pointr Indemnitees to pay any amount, admit any wrongdoing or cease engaging in any action.

(c) Sole Remedy. SECTION 11 (a) SETS FORTH END USER'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.

12. Limitations of Liability

(a) IN NO EVENT WILL POINTR BE LIABLE TO END USER UNDER OR IN CONNECTION WITH THE SIGNED QUOTE 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 SIGNED QUOTE 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 END USER. POINTR WOULD NOT BE ABLE TO PROVIDE THE POINTR SERVICES WITHOUT SUCH LIMITATIONS.

13. Term and Termination

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

(b) Renewal and Notice of Non-Renewal. Unless otherwise specified in the Signed Quote, this Agreement will automatically renew for one (1) year (the "Renewal Term" and, together with the Initial Term, the "Term"), unless otherwise terminated earlier pursuant to this Agreement, or either Party gives the other Party a Notice by email of non-renewal at least sixty (60) days prior to the expiration of the Initial Term. End User may send this non-renewal Notice by email to: accounts@pointr.tech. Upon renewal of the Agreement following completion of the Initial Term, the applicable license subscription fees shall increase by five percent (5%) per Renewal Term, unless otherwise specified in the Signed Quote.

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

(i) End User may choose to cancel this Agreement early at End User's convenience, provided that, Pointr will not provide any refund of prepaid Fees or unused Fees, and, in such event, End User will promptly pay Pointr all unpaid Fees due through the end of the Initial Term or the Renewal Term, as the case may be. End User may send this termination for convenience Notice by email to the address for Notices set forth in the applicable section of Appendix B (Jurisdiction Specific Terms).

(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.

(iv) Pointr may terminate this Agreement on thirty (30) days' Notice if Pointr determines in good faith that End User is acting, or has acted, in a manner that has or may negatively reflect on or affect Pointr, its prospective customers or its current customers.

(d) Effect of Expiration or Termination. Upon termination, this Agreement shall remain in full force and effect for the duration of any existing Signed Quote and thereafter for a transition assistance period of up to six (6) months, subject to the terms and conditions of this Agreement including, without limitation, the payment of Fees. Subject to the immediately preceding sentence, upon any expiration or termination of this Agreement: (i) End User shall immediately cease to represent itself as a Pointr End User; (ii) all rights granted to End User hereunder will expire or terminate;

and (iii) End User 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 this Section 13(e), and Sections 3-4, and 6-14.

14. Miscellaneous

(a) Force Majeure. Neither Pointr nor End User shall be responsible or liable for any Losses due to its inability to perform any of its obligations under this Agreement, where such inability was caused by fire, strike, flood, bad weather, explosion, civil or military authority, insurrection or civil disorder, embargo, epidemic, pandemic, government action, terrorism, denial of service attack, failure or delay of internet or telecommunication providers, or other cause which is unavoidable or not in the control of Pointr or End User (collectively, "Force Majeure"). In the event of a Force Majeure, the Party delayed or unable to perform its obligations shall give immediate Notice to the other Party. The Party affected by the other Party's delay or inability to perform its obligations may elect, at its sole option, to: (i) suspend the effectiveness of this Agreement for the duration of the Force Majeure, and resume performance once the Force Majeure ceases; (ii) terminate this Agreement or part thereof as to Pointr Properties not already received or provided; or (iii) terminate this Agreement on thirty (30) days' Notice to the other Party.

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

(c) Entire Agreement. The Signed Quote, this Agreement, together with the exhibits, addenda any other documents incorporated therein or herein by reference, constitutes the sole and entire agreement of the Parties with respect to the subject matter of this Agreement and supersedes all prior and contemporaneous understandings, agreements, and representations and warranties, both written and oral, with respect to such subject matter. In the event of a conflict or inconsistencies among this Agreement, and any of the exhibits, addenda and other agreements, the following order of priority shall apply, to the extent of such conflict or inconsistency: (i) Signed Quote; (ii) exhibits, addenda and other agreements (with equal priority); and (c) this Base 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 hereunder (each, a "Notice") must be in writing and addressed to a Party at the addresses set forth in the applicable section of Appendix B (Jurisdiction Specific Terms) for Pointr, and set forth in the Signed Quote for End User. All Notices must be delivered by personal delivery, nationally recognized overnight courier (with all fees prepaid), or email (with confirmation of transmission), or certified or registered mail (in each case, return receipt requested, postage prepaid). Except as otherwise provided in this Agreement, a Notice is effective only: (i) upon receipt by the receiving Party, and (ii) if the Party giving the Notice has complied with the requirements of this Section.

(g) Amendment and Modification; Waiver. No amendment to or modification of this Agreement is effective unless it is in writing and signed by a duly authorized officer or representative of each Party. No waiver by a Party of any of the provisions hereof will be effective unless explicitly set forth in writing and signed by the Party so waiving. Except as otherwise set forth in this Agreement, (i) no failure to exercise, or delay in exercising, any rights, remedy, power, or privilege arising from this Agreement will operate or be construed as a waiver thereof; and (ii) no single or partial exercise of any right, remedy, power, or privilege hereunder will preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.

(h) Construction; Headings; Severability. This Agreement shall be construed without regard to any presumption or rule requiring construction or interpretation against the Party drafting an instrument or causing an instrument to be drafted. For purposes of this Agreement the words "include", "includes", and "including" shall be deemed to be followed by the words "without limitation". The section headings of this Agreement are inserted for convenience and ready reference. They do not purport, and shall not be deemed, to define, limit or extend the scope or intent of the section. If any provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability will not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon such determination that any term or other provision is invalid, illegal, or unenforceable, the Parties shall negotiate in good faith to modify this Agreement so as to effect the original intent of the Parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

(i) Assignment. End User 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.

(j) 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.

ADDENDUM A

POINTR'S PRODUCTS & ASSOCIATED SERVICES

Pointr Products Summary

Pointr Deep Location® is a unified platform for all your location needs, powering digital maps, blue-dot positioning, wayfinding, geofencing, and location analytics. Built in 2013 by a team of computer scientists, Deep Location® leverages sensors to improve the customer experience at your venue, give you actionable insights and drive business outcomes.

Pointr Deep Location® is composed of two licensed products:

Features	Rich Maps Package	Rich Maps + Indoor Location Package
3D Maps	✅	✅
Content Management	✅	✅
Multi-Platform	All	All
SDK/API Access (Unlimited)	✅	✅
Blue Dot	Outdoor (GPS) only	Indoor + Outdoor (GPS)
Geofencing	GPS only	GPS + Beacons
Wayfinding	Static only	Static + Dynamic
Express	Web only	Web + Native
Analytics *	Limited	Full

Components of Pointr Deep Location® Platform

We use a combination of software, mapping and hardware components to implement Deep Location® for our clients. With our customized approach, you can deploy Deep Location® at your

venue in the way that works best for your needs: with or without an app, with existing or new hardware or maps; on one or multiple channels (iOS, Android, Web & Kiosk).

1. Software Components

Pointr Licenses are activated in order to enable the following software components:

Pointr Mobile SDK

With Pointr Mobile SDK, clients can build iOS and Android apps that take full advantage of our Deep Location® platform. Pointr Mobile SDK is designed to be integrated seamlessly into mobile apps to enable indoor positioning, interactive maps, navigation and additional engaging functionalities such as smart search.

Pointr Mobile SDK is developed for modular integration from the ground up and it is easy to incorporate into your own apps. We can also provide our Demo App (iOS/Android) for quick testing and validation.

Pointr Web SDK

With Pointr Web SDK, you can display interactive 2D/3D maps of your venue, present a static wayfinding across multiple locations and buildings with enhanced search algorithms. Digital mapping and indoor navigation can also be experienced on desktop and mobile browsers or on kiosk hardware, including tailored functionalities such as multi-language and more.

Pointr Cloud

Pointr Cloud is a content management system for your digital maps and wayfinding data. It is the backend of our Deep Location® Platform, designed to help clients manage location-based operations. Every new deployment requires a central dashboard as it works as a content management system (CMS) for our Deep Location® Platform. It can also be used on its own as a standalone product and categorized into several content management sections, as listed below:

- Site/Building/Level Configurator: Plan and manage your site, building and level hierarchy based on the constraints at your premises.
- Point of Interest: Plan, edit, publish your client facing mapping content in real-time.
- IoT Devices: Design and configure your hardware topology in real-time.
- Wayfinding Network: Plan, edit, publish your client facing wayfinding content in real-time.
- Geofencing: Create virtual zones in your venue to enable trigger notifications and occupancy analytics when users enter / exit virtual boundaries.

Most capabilities of Pointr Cloud are also available as a RESTful API. The API is capable of serving requests to 3rd party systems for integration as well as managing the content through automated client systems.

Pointr Express

Pointr Express is an app-free indoor navigation solution developed by Pointr. It provides users with instant access to real-time wayfinding through QR codes, URLs, or NFC tags, without needing to download an app. This technology is particularly useful in airports, hospitals, and large venues, where it helps visitors navigate complex environments, find points of interest like shops and restaurants, and even locate their parked cars using features like "Mark My Car."

It's designed to improve accessibility, ensuring that people with disabilities can navigate more easily, and also integrates with geofencing and location-based analytics to provide insights into user behavior. This system is highly scalable and ideal for enhancing visitor experiences in busy, large-scale environments such as airports and hospitals.

2. Hardware Components

Bluetooth® Low Energy Beacons

At Pointr, we make smart use of Bluetooth® Beacons. Beacons are small radio transmitters that can be understood by nearby smartphones. They come in various shapes and sizes. They can be standalone battery or USB-powered devices, or they can be integrated into Wi-Fi access points or smart lighting infrastructure. Pointr does not manufacture beacons and is a hardware-agnostic company. This means that we can work with your existing infrastructure or we can supply Beacons, depending on what works best for your deployment. We usually supply our clients with a choice of options from our select hardware partners. If you prefer, you may source hardware directly also.

Pointr's Mobile SDK is compatible with a wide range of BLE hardware, and Pointr must be provided with technical details for any beacons provided by a third-party prior to confirmation of a deployment. For BLE Beacons, these technical details include:

- iBeacon Protocol
- UUID
- Major
- Minor
- Power Level
- Advertising Interval

- Physical Location of All Beacons (Topology)

In the event beacon data is unavailable, Pointr will assume any third-party beacons operate with the following standard settings:

- 330ms advertising interval or less
- -8 dBm power level or similar (or configurable)

Pointr's positioning performance is subject to beacon selection, hardware configuration, and topology design. Pointr is not liable for failing to meet location accuracy standards should these factors not be available to amend and re-configure. Hardware beacons should be replaced (either in full or battery replacement) depending on battery capacity, and expected lifespan, typically 4 years with Pointr's preferred beacons..

3. Mapping Components

To produce accurate maps, Pointr requires accurate CAD floor plans to be provided. The supported file types for Pointr mapping procedure can be found [here](). Pointr stores all the maps and the wayfinding content (points of interests, paths, obstacles etc.) needed with their site, building and level hierarchy, which can be accessed and managed through Pointr Cloud.

Pointr follows a coordinate system that complies with the world/global GIS standards (UTM) to ensure that digital maps and wayfinding work smoothly with most of the commonly adapted GIS systems. This allows seamless transitions between indoors/outdoors and precise wayfinding that lead users to the correct entrances/exits or places they need to be within or between buildings.

MapScale®

MapScale® is an automated mapping tool capable of rapidly producing maps based on your floor plans (DXF, DWG, and vector PDF files), ensuring that there will be a smooth and accurate processing of mapping files. Its Deep Learning API that automatically pulls the selected CAD files and converts them into interactive, beautifully designed digital maps. It enables venue managers to get digital maps of their space at scale instantly.

MapScale® digitizes thousands of buildings in minutes with its ultra fast map production, powered by AI. By maximizing the accuracy and efficiency of mapping processing, it leads to superior results in the generation of geojson files and POI recognition ultimately. Maps generated by MapScale® can be edited freely via the content management system on Pointr Cloud.

Setup Services

1. Maps & Wayfinding Setup

Pointr can create high resolution and accurate digital maps using provided CAD floor plan files. Traditionally, most mapping is done manually. At Pointr, we use AI instead. Our AI mapping engine (MapScale®) is the only scalable map production solution in the market today. Pointr is liable for the accuracy of indoor maps and no outdoor processing or on-site confirmation is provided.

Pointr offers a real-time content management system (CMS) so you can make changes to your maps in seconds. The digitized floor plans will be uploaded into Pointr Cloud CMS and made available to users through the relevant Pointr SDKs. Pointr also offers map updates every quarter as part of its support policy.

Wayfinding setup includes Point creating routes on top of digitized maps so user navigation works as expected. Pointr Cloud allows wayfinding content to be generated automatically in seconds, with its Auto Path Generation feature. This is an optional action upon your request and you may choose the path of creating your own routes if you wish.

2. Blue Dot & Geofencing Setup

Pointr will ensure that the Blue Dot functionality is working within the scoped area with expected performance via Pointr Mobile SDK on supported and compatible iOS and/or Android mobile devices. This includes collecting recordings from the site to validate Blue Dot is configured and working as expected. The Standard Pointr Demo App will be used to showcase the functionality working as expected on-site.

3. Hardware Supply and Install

Hardware Topology Design

BLE beacon topology design describes the optimal physical location for beacon installation based on floor plans and media provided to Pointr (if available). This is a required step for Blue Dot & Geofencing Setup even if BLE beacon infrastructure has already been installed in the venue.

Pointr ultimately strives for homogeneity of signal in an area, meaning that, in a perfect world, we would have a perfect grid of evenly spaced beacons broadcasting at the same time and at the same strength. However, in the real world, Pointr does our best to strive towards homogeneity of signals throughout variable spaces when designing hardware topology.

Hardware Supply

Pointr can procure, configure and ship third party hardware to suit the scope of each individual project. This step may not be required in instances where the client already has compatible BLE beacon infrastructure available. BLE beacons supplied by Pointr will meet or exceed the following specifications at minimum:

- Bluetooth Low Energy (BLE) 5.0 compliant
- iBeacon communication protocol
- Expected 4-year battery life
- Minimum 330 ms advertising interval (configurable)
- Nordic Semiconductor chipset – nRF Series
- Power Transmission Level: -8 dBm (configurable)
- Operational temperature: -30C to +60C
- UK/CE Certified

Hardware Configuration

The configuration step is typically carried out by Pointr prior to deployment. However, we offer training videos and documentation to allow guided configuration of hardware as a project may dictate. Change requests may require additional hardware to be added, in which case this may be taken from maintenance stock for a faster resolution.

Hardware Installation & Validation

It is the installation, provisioning and accuracy validation of appropriate BLE sensors based on existing or new hardware topology design, in line with required local health and safety measures and certifications.

Support Services

The following support packages are offered by Pointr to ensure the smooth deployment and functioning of its products:

Support	Description	Standard	Priority
Technical Project or Customer Success Manager	Dedicated Pointr contact for managing end-to-end deployment and post deployment support lifecycle.	✅	✅
Technical Support Email	Dedicated Pointr support email address for sending technical requests and troubleshooting.	✅	✅
API Reference Documentation	Documentation explaining how Pointr's Deep Location platform can be accessed via Pointr's API for other systems.	✅	✅
Tutorial Documentation	Documentation outlining the operation of Pointr's products, including a user guide for all main features.	✅	✅
FAQ Documentation	Frequently Asked Question list for technical aspects from Pointr's clients and partners.	✅	✅
Sample Demo App (Web/iOS/Android)	Sample demo app for iOS/Android/Web to facilitate the rapid deployment of Pointr SDK into a mobile or web application.	✅	✅
Software Integration Support	Integration support for developers that use Pointr Web SDK, Mobile SDK or Pointr Cloud APIs.	Please see Pointr's Standard and Priority SLAs here for Software Support.	

Hardware Coverage & Maintenance	Periodic on-site hardware check by Pointr staff. Includes service costs for beacon replacement including Hardware Configuration and Hardware Installation services.	Please see Pointr's Standard and Priority SLAs here for Hardware Support.

1. Software Coverage

Pointr provides software troubleshooting, Web/Mobile SDK integration support, server/application maintenance and monitoring services, as defined herein, under normal use and service.

The coverage begins on the first business day following License Agreement activation and ends dependent on the License Agreement termination, so long as specified support level is continually paid. If the Support Plan is paused or ended, the coverage period will be immediately terminated. Support Plan is subject to choice of Product(s) within the scope of original deployment.

Under both Standard and Priority Support, Pointr offers unlimited software warranty dependent on Client version information, as well as remote troubleshooting services. This guarantees to make commercially and technically reasonable efforts to address any software issues with respect to the Product(s).

Further software coverage details of Standard and Priority License Programs can be found in the Pointr Software Integration Policy.

2. Hardware Coverage

Pointr provides coverage, service, and/or maintenance, as defined herein, for all undisturbed hardware, under normal use and service, procured through and installed by Pointr (or an approved third party contracted by Pointr).

The coverage begins on the first business day following License Agreement activation and ends dependent on the License Agreement termination, so long as specified support level is continually paid. If the Support Plan is paused or ended, the coverage period will be immediately terminated. Support is subject to choice of hardware vendor. Not all hardware will be covered, or some hardware may be covered for shorter than specified. Pointr may repair or replace

hardware. If Pointr replaces the covered equipment, the original product becomes Pointr property and replacement product is Client property, with coverage for the remaining period of the plan.

Under Standard Support, Pointr offers 1 year hardware warranty by default, as well as remote troubleshooting services. Under Priority Support, Pointr offers hardware warranty based on the duration of the license (up to 5 years), and commits to provide on-site troubleshooting services upon Client request.

On-site troubleshooting is also available at additional cost even if the Client is under Standard Support. Pointr will provide remote troubleshooting sessions as well as on-site support where Pointr deems it necessary to remediate issues in person. Clients will be responsible for travel and hotel costs, with Technician/Engineer labor included as part of this plan.

Further coverage details about hardware coverage can be found in the [Pointr Hardware Support Policy](#).

3. Hosting & Service Performance Monitoring Coverage

Pointr has tools and systems for monitoring website and service status, which will be enabled and reported back to the support email group provided by Client upon request. These tools report problems and failures in a real time environment that Pointr can respond to. If more than 30 minutes of downtime is expected from these reports, then Pointr will automatically provide a health check update.

Pointr delivers hosting services via Cloud (on Microsoft Azure platform of Pointr or Client) or On-Premise (on Client) based on deployment requirements, technical feasibility and compatibility of Product(s). The following metrics are applicable to Production instances only, and gradually decrease depending on the other types of Client environment(s).

- When using the cloud hosting option via Microsoft Azure platform of Pointr, Pointr targets 99% and 99.9% server uptime and availability for Standard and Priority Plan respectively, and will be able to provide server/application performance monitoring services.

- When using the cloud hosting option via Microsoft Azure platform of Client or on-premise hosting option, Pointr does not commit any server uptime and availability for both Standard and Priority Plan, and will not provide server/application performance monitoring services.

Any maintenance and software development will be carried out during out-of-hours in the Production environment. QA, Development or Demo environments are not determined as client facing environments hence in-hours maintenance may take place.

Service Policies

For a full list and description of Pointr's service and data privacy policies, please register and log into our technical documentation on Pointr Docs. The key policy documentations are below for your reference:

Policy Name	Policy Description
Service Policy	Technical support services for "Standard Plan" and "Priority Plan", procedures, definitions and contacts around SLAs.
Hardware Support Policy	Hardware coverage available for "Standard Plan" and "Priority Plan"
Software Integration Program	Software coverage available for "Standard Plan" and "Priority Plan"
Data Privacy Policy	Data privacy in compliance with all applicable laws and regulations, including the General Data Protection Regulation (GDPR) and the California Consumer Privacy Act (CCPA).
ISO27001 Certificates	Pointr holds ISO27001 certification. Copies of those certificates are available for download.

ADDENDUM B

JURISDICTION SPECIFIC TERMS

Which of the two sets of Jurisdiction Specific Terms below will apply to you for purposes of the Signed Quote including, without limitation, this Agreement and addenda and other documents depends on your principal business location.

I. Principal Customer Business Location: North America, Central America or South America

(a) Pointr Contracting Party:

Pointr USA Limited

200 Berkeley Street, 19th Floor

Boston, Massachusetts 02116

(b) Address for Notices:

Pointr USA Limited

Attn: Legal Department

200 Berkeley Street, 19th Floor

Boston, Massachusetts 02116

(c) Governing Law; Exclusive Dispute Resolution Forum; Submission to Jurisdiction

This Agreement shall be governed by and constructed in accordance with the internal laws of the State of Delaware without giving effect to any choice or conflict of Laws provision or rule that would require or permit the application of the Laws of any jurisdiction other than those of the State of Delaware. The United Nations Convention on Contracts for the International Sale of Goods is expressly excluded and will not apply. Any legal action, suit or proceeding under, arising out of, or related to, this Agreement or the license granted hereunder shall be instituted exclusively in the federal courts of the United States located in Wilmington, Delaware, and both Parties irrevocably consent to the exclusive subject matter and personal jurisdiction of such courts in any such legal action, suit or proceeding and waive all objections and any defense to such jurisdiction including, without limitation on the grounds or basis of inconvenient forum.

(d) Additional Terms Applicable to the Customer Location

BOTH POINTR AND CUSTOMER KNOWINGLY, VOLUNTARILY, AND IRREVOCABLY WAIVE ALL RIGHTS TO A JURY TRIAL IN ANY ACTION, SUIT OR PROCEEDING INVOLVING OR RELATED IN ANY WAY TO THE SIGNED QUOTE INCLUDING, WITHOUT LIMITATION, THIS AGREEMENT, ADDENDA AND OTHER DOCUMENTS.

II. Principal Customer Business Location: Rest of the World other than North America, Central America and South America

(a) Pointr Contracting Party:

Pointr Limited

Office 1-10, The Fulham Centre

20 Fulham Broadway

London, United Kingdom SW6 1AH

(b) Address for Notices:

Pointr Limited

Attn: Legal Department

Office 1-10, The Fulham Centre

20 Fulham Broadway

London, United Kingdom SW6 1AH

(c) Governing Law; Exclusive Dispute Resolution Forum

Any questions or other matters under, arising out of or connected with this Agreement whether of existence, validity, interpretation, performance, termination or otherwise shall be governed by and construed in accordance with the laws of England. The United Nations Convention on Contracts for the International Sale of Goods is expressly excluded and will not apply. The courts of England shall have exclusive jurisdiction to settle any dispute under, arising out of or connected with this Agreement and that accordingly any proceedings may be brought in such courts.]

(d) Additional Terms Applicable to the Customer Location

ADDENDUM C

DEEP ANALYTICS AGREEMENT

I. Background

As part of our efforts to continually improve our services and provide better understanding of user behavior, Pointr Deep Analytics configuration is required to be enabled in Pointr Cloud CMS. This addendum is designed to inform End User about the types of analytics events, how user data will be used, and to obtain End User consent for tracking and storing such analytics information.

This agreement is between Pointr and End User. WHEREAS both companies wish to accept the collection, processing and analysis of user data, in accordance with terms specified in the following sections.

II. Terms

1. Scope

Pointr Deep Analytics platform involves the collection, processing, and analysis of various user data points provided via app analytics, using Pointr Web and Mobile SDK. The primary purposes of conducting user analytics are listed below:

- **Map Interaction:** Visualize how visitors interact with your venue in real-time: monitor dwell time, heatmaps, visitor count and customer journeys
- **POI & Search Interaction:** Analyze top searched POIs and keywords, most interacted departments, stores or products with the help of user location data
- **Journey and Destination Usage:** Identify most popular destinations, track journey initiation, wayfinding activity, completion and abandonment
- **Improving User Experience:** Analyze user behavior to understand how our platform is used and identify areas for improvement for product development roadmap and future enhancements

Tracking and storing user data may include but is not limited to:

1. User location demographics (user session count, time spent, frequency of visits etc.)
2. Usage patterns (app download, app usage, app language selection etc.)
3. Clickstream data (POIs visited, keywords searched etc.)
4. Device information (operating system, device model, browser type etc.)

2. Data Encryption

Pointr Web and Mobile SDK and Pointr Cloud CMS communicate through HTTPS connection. The HTTPS protocol transmits the data and uses TLS 1.2 with support for several cypher suites.

1. Pointr Mobile SDK generates a globally unique identifier string on the first install, which is used as a device identifier. The device identifier does not give away any personally identifiable information or device information such as MAC/IP. This data is anonymous and untraceable.
2. Pointr Mobile SDK provides device identifier and authentication token to Pointr Cloud CMS in order to authorize the user request.
3. Pointr Cloud CMS supports all analytics features with a 30-day retention of user-unique IDs.
4. Pointr Cloud CMS does not keep any sensitive information such as name, date of birth, place of residence, credit card information, phone number, race, gender, criminal record, age, or medical records. It keeps users' position data with users' device identifiers only.
5. The data captured through Mobile SDK is continuous; only the user device ID might change over time.
6. Accurate device numbers can be calculated by averaging sessions per device over 30 days.

3. Data Privacy

Pointr is committed to conducting its business ethically and in compliance with all applicable laws and regulations, including the General Data Protection Regulation (GDPR), the California Consumer Privacy Act (CCPA) and any other local regulation of countries we provide services in. We ensure the privacy and security of our End User data, employ industry-standard security measures to protect your data from unauthorized access, disclosure, alteration, or destruction. Please refer to [Pointr Data Privacy Policy](#) for more information.