



# GPS Inspections LTD

The following are the “Terms and Conditions” which govern the delivery of the services provided by GPS Inspections to the client noted in the applicable Services Schedule (“Client”) which is executed by and between the parties and references these Terms and Conditions.

1. Project Authorization & Services. The “Services” provided under these Terms and Conditions will be those set forth in any mutually agreed services schedule, GPS Inspections quotation (“Quote”), order form, statement of work or other document executed by the GPS Inspections and Client referencing these Terms and Conditions (each, a “Services Schedule”). The Services may include (a) configuration, implementation, training or other consultation related to a GPS Inspections product or service that Client has received rights to use under a separate agreement, and/or (b) strategic, advisory, design and/or other consulting services related to digital marketing. Each Services Schedule shall be governed by these Terms and Conditions. Client warrants that the individual executing the Services Schedule is a duly authorized representative of Client.

2. Payment for Services. Services fees are invoiced in full upon receipt of an order, with payment terms of Net 30 days, except as otherwise specified on the applicable Services Schedule. The fees specified in the Services Schedule are the total fees and charges for the Services and will not be increased during the term of the Services Schedule except as the parties may agree in writing. Client is responsible for all applicable federal, state and local sales, use or other taxes due on the Services rendered hereunder, except for taxes based on GPS Inspections income. If any change affects the time or cost of performance under the applicable Services Schedule, an adjustment in the time and/or compensation to be paid there under shall be agreed to in writing by the parties before such modification shall be effective.

3. Term and Termination. These Terms and Conditions shall remain in effect from the effective date specified in the Services Schedule through the completion of the Services contemplated in the Services Schedule. Each Services Schedule, with respect to the Services, shall become effective on the effective date specified in the applicable Services Schedule (“Services Effective Date”) and shall expire on the date that Services are completed there under (“Services Completion Date”). Either party may terminate the Services Schedule upon written notice given to the other party, if the other party materially breaches the Services Schedule and fails to cure such breach within thirty (30) days following receipt of notice describing the breach. Upon termination by Client for GPS Inspections material breach, Client shall be liable only for payment for the Services rendered through the termination date, and shall receive from GPS Inspections a pro-rata refund of any unused, prepaid fees for Services.

4. Provision of Services. GPS Inspections will perform Services based on a schedule mutually agreed to by the parties. Services will expire unless the Services are scheduled and delivered within six (6) months from the date they were ordered. Services will ordinarily be performed by a GPS Inspections service representative or other authorized representative of GPS Inspections. Client agrees, however, that GPS Inspections, in its sole discretion, may provide the Services through a third party representative.

5. Access. Client shall provide GPS Inspections with access to data, materials, software and hardware as reasonably required for GPS Inspections to perform the Services (“Client

Materials”). Client hereby grants GPS Inspections a limited right to use such Client Materials solely for the purpose of performing Services hereunder. Client represents and warrants that it has all rights necessary in the Client Materials to provide them to GPS Inspections for such purpose. Client shall provide GPS Inspections with safe access to Client’s premises as reasonably required for GPS Inspections to perform the Services, if onsite performance of Services is needed and agreed to by Client. GPS Inspections personnel shall comply with the reasonable written rules and regulations of Client related to use of its premises, provided that such written rules and regulations are provided to GPS Inspections prior to commencement of the Services. GPS Inspections shall not be responsible for failures or delays in performing Services due to Client’s failure or delay to provide access to Client Materials or Client premises or due to Client-imposed or government-imposed security requirements.

6. Intellectual Property Rights. Client has and will retain sole and exclusive right, title and interest in and to all Client Confidential Information, Client Materials, Third Party Data, and Third Party Account Information (collectively, “Client Property”), including any and all intellectual property rights therein. GPS Inspections has and will retain sole and exclusive right, title and interest in and to all GPS Inspections Confidential Information, GPS Inspections products, GPS Inspections service, and all GPS Inspections technology, platforms, methodologies, processes, techniques, ideas, concepts, designs, tools, trade secrets and know-how, and any modifications, improvements or derivative works of the foregoing, including any and all intellectual property rights therein, (collectively, “GPS Inspections Property”). However, GPS Inspections’ ownership rights do not extend to Client Property embedded or incorporated in the foregoing items.

Unless expressly stated otherwise in Services Schedule, GPS Inspections will retain all right, title and interest in and to all deliverables, work product, designs, methodologies, processes, techniques, ideas, concepts, designs, tools, trade secrets and know-how, and any modifications, improvements or derivative works of the foregoing resulting from or used in providing the Services of the type described in Section 1(a) above, excluding any and all Client Property, including any and all intellectual property rights therein (“Configuration Services Results”). Upon full and final payment of all fees and expenses owing to GPS Inspections under the applicable Services Schedule, GPS Inspections hereby grants to Client the same rights to use the Configuration Services Results as the rights granted to Client under the GPS Inspections agreement with respect to the GPS Inspections software or “software as a service” product to which such Configuration Services Results pertains. Unless expressly stated otherwise in the applicable Services Schedule, GPS Inspections hereby assigns to Client, upon full and final payment of Fees due hereunder, all right, title and interest in and to the data delivered or made available to Client as result of Services of the type described in Section 1(b) above (“Client Data”). Unless expressly stated otherwise in the applicable Services Schedule, GPS Inspections will retain all right, title and interest in and to all deliverables, work product, designs, methodologies, processes, techniques, ideas, concepts, designs, tools, trade secrets and know-how, and any modifications, improvements or derivative works of the foregoing resulting from or used in providing the Services of the type described in Section 1(b) above, including all intellectual property rights therein (“Digital Marketing Services”), but excluding all Client Property and all Client Data. If applicable, based on the description included in the applicable Services Schedule, upon full and final payment of all fees and expenses owing to GPS Inspections under the applicable Services Schedule, GPS Inspections hereby grants to Client a non-exclusive, worldwide, non-transferable, royalty-free license to access and use the Digital Marketing Services provided to Client, during the term specified in the applicable Services Schedule, for the purpose of accessing and viewing Client Data.

7. Warranty. Provided that Client performs its obligations to GPS Inspections under these Terms and Conditions and the applicable Services Schedule, GPS Inspections warrants to Client that the Services performed by GPS Inspections will be performed consistent with generally accepted industry practice. GPS Inspections’ warranty shall expire 30 days after the applicable Services Completion Date or earlier termination. GPS Inspections’ warranty shall only be effective if Client notifies GPS Inspections of the breach of warranty within 30 days after the applicable Services Completion Date. GPS Inspections’ sole and exclusive obligation for breach of warranty shall be,

at GPS Inspections' option, to (a) use commercially reasonable efforts to perform the Services in a manner that conforms to the warranty, or (b) refund to Client the fees paid by Client to GPS Inspections for the nonconforming Services. The remedies set forth in this paragraph are Client's exclusive remedies for any breach of warranty.

8. Exclusion of Warranties. EXCEPT FOR THE EXPRESS WARRANTY SET FORTH IN SECTION 8 OF THESE TERMS AND CONDITIONS, THE SERVICES ARE PROVIDED "AS IS". GPS INSPECTIONS EXPRESSLY DISCLAIMS ANY AND ALL OTHER WARRANTIES OF ANY KIND OR NATURE WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NONINFRINGEMENT, DESIGN OR SUITABILITY, OR QUALITY OF SERVICE. WITH RESPECT TO THE PROJECT OR ANY GOODS, SERVICES OR OTHER MATERIALS DELIVERED BY GPS Inspections, GPS Inspections DOES NOT GUARANTEE IN ANY WAY THAT THE RESULTS OF ANY ANALYSIS AND REPORTS IT PRODUCES ARE ACCURATE. NO WARRANTIES SHALL ARISE UNDER THESE TERMS AND CONDITIONS FROM COURSE OF DEALING OR USAGE OF TRADE.

NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, NONE OF GPS Inspections REPRESENTATIONS, WARRANTIES OR OBLIGATIONS UNDER THESE TERMS AND CONDITIONS SHALL APPLY WITH RESPECT TO THIRD PARTY DATA OR THIRD PARTY PLATFORMS. GPS INSPECTIONS MAKES NO WARRANTIES OR REPRESENTATIONS AND WILL HAVE NO LIABILITY OR RESPONSIBILITY FOR ANY THIRD PARTY DATA, INCLUDING THE ACCURACY OR LEGALITY OF ANY THIRD PARTY DATA. ALL SERVICES WITH RESPECT TO THIRD PARTY PLATFORMS AND THIRD PARTY DATA ARE PROVIDED "AS IS" AND "AS AVAILABLE", AND MAY BE DISCONTINUED AT ANY TIME BY GPS INSPECTIONS .

9. Limitation of Liability. NOTWITHSTANDING ANYTHING IN THESE TERMS AND CONDITIONS TO THE CONTRARY, THE ENTIRE LIABILITY OF EITHER PARTY TO THE OTHER ARISING OUT OF THESE TERMS AND CONDITIONS FOR THE SERVICES PERFORMED HEREUNDER SHALL BE LIMITED TO THE AMOUNT ACTUALLY PAID BY CLIENT TO GPS Inspections UNDER THE APPLICABLE SERVICES SCHEDULE. IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY INDIRECT, SPECIAL, EXEMPLARY, INCIDENTAL OR CONSEQUENTIAL DAMAGES (INCLUDING LOSS OF PROFITS OR DATA) WHETHER BASED ON CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR ANY OTHER LEGAL THEORY, EVEN IF SUCH PARTY WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES IN ADVANCE. THE PARTIES AGREE THAT THE LIMITATIONS SPECIFIED IN THIS SECTION 10 WILL SURVIVE AND APPLY EVEN IF ANY LIMITED REMEDY SPECIFIED IN THESE TERMS AND CONDITIONS IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE.

GPS Inspections is willing to enter into these Terms and Conditions and the Services Schedule and perform Services for Client only in consideration of and in reliance upon the provisions of these Terms and Conditions limiting GPS Inspections' exposure to liability, including but not limited to the provisions contained above. Such provisions constitute an essential part of the bargain underlying these Terms and Conditions and the Services Schedule and have been reflected in the consideration specified therein.

10. Independent Contractor. GPS Inspections is, and throughout the term of these Terms and Conditions and the Services Schedule shall be, an independent contractor, and not an employee, partner or agent, of Client. GPS Inspections shall not be entitled to nor receive any benefit normally provided to Client's employees such as, but not limited to, vacation payment, retirement, health care or sick pay. Client shall not be responsible for withholding income or other taxes from the payments made to GPS Inspections employees or authorized representatives.

11. Confidentiality. Each party may have access to information that is confidential and proprietary to the other party ("Confidential Information"). "Confidential Information" shall include any and all technical and non-technical information of each party, including but not limited to (a) patent and patent applications, (b) trade secrets, and (c) proprietary information—mask works, ideas, samples, media, techniques, sketches, drawings, works of authorship, models, inventions, know-how, processes, apparatuses, equipment, algorithms, software programs, software source documents, and formulae related to the current, future, and proposed products and services of each of the parties, and including, without limitation, their respective information concerning research, experimental work, development, design details and specifications, engineering, financial information, procurement requirements, purchasing, manufacturing, Client lists, investors, employees, business and contractual relationships, business forecasts, sales and merchandising, marketing plans and any other information of a similar nature. Each party agrees not to make Confidential Information available in any form to any third party except to such party's employees, contractors, agents or service providers who are required to know to allow such party to exercise its rights or perform obligations under these Terms and Conditions or to use the Confidential Information for any purpose other than in the performance of these Terms and Conditions. Each party agrees to take all reasonable steps to ensure that Confidential Information is secure and not disclosed or distributed by such party's employees or agents in breach of this Section 12. Upon request of the disclosing party, the receiving party will destroy the disclosing party's Confidential Information, other than archival back-up copy. The obligations of this provision shall not apply to any such Confidential Information which, after the date hereof, becomes publicly available without a breach of these Terms and Conditions, or is disclosed to a third party without similar restriction on the third party's rights, or is already known in the relevant industry. This Section 12 will survive termination of these Terms and Conditions and the applicable Services Schedule

12. Assignment. Neither party may assign or delegate its rights and obligations under these Terms and Conditions and the Services Schedule to any third party without the prior consent of the other party to these Terms and Conditions (which consent shall not be unreasonably withheld); provided, however, that a "change of control" transaction shall not be deemed assignment or delegation under these Terms and Conditions.

13. Governing Law and Venue. These Terms and Conditions shall be governed by and construed under the laws of the United Kingdom, exclusive of its choice of law rules, as such law applies to agreements between United Kingdom residents entered into and to be performed within the United Kingdom, except as governed by federal law. Any controversy or claim arising out of or in any way connected with these Terms and Conditions or the Services Schedule, or the alleged breach thereof shall be brought in the courts located in the United Kingdom. Each party waives any right it may have to assert the doctrine of forum non conveniens or similar doctrine or to object to venue with respect to any proceeding brought in accordance with this paragraph.

14. Entire Agreement. These Terms and Conditions, together with all applicable Services Schedule executed by the parties constitute the entire agreement between the parties, and supersede all prior and contemporaneous agreements, proposals or representations, written or oral, concerning its subject matter. No modification, amendment or waiver of any provision of these Terms and Conditions shall be effective unless in writing and signed by the party against whom the modification, amendment or waiver is to be asserted. Notwithstanding any language to the contrary therein, no terms or conditions stated in a Client purchase order or in any other Client order documentation shall be incorporated into or form any part of these Terms and Conditions, and all such terms or conditions shall be null and void. If any provision of these Terms and Conditions is held to be unenforceable for any reason, such provision shall be reformed to the extent necessary to make it enforceable.

15. Client in Europe, the Middle East, Australia or Africa. If Client is located in Europe (other than the Nordic region), the Middle East, Australia or Africa, GPS Inspections under these Terms and Conditions is WT EMEA Acquisition Limited, and the following terms apply to Client: (a) if the

laws of country in which Client is located require that contracts be in local language in order to be enforceable, the version of these Terms and Conditions that shall govern is the translated version in the local language that is produced by GPS Inspections within a reasonable time following Client's written request to GPS Inspections; and (b) Section 14 above will not apply, and instead the following shall apply: These Terms and Conditions shall be governed by and construed by the laws of England and Wales and the parties agree to submit to the exclusive jurisdiction of the English courts. GPS Inspections under these Terms and Conditions is GPS Inspections, and the following terms apply to Client: (i) if the laws of country in which Client is located require that contracts be in local language in order to be enforceable, the version of these Terms and Conditions that shall govern is the translated version in the local language that is produced by GPS Inspections within a reasonable time following Client's written request to GPS Inspections; and (ii) Section 14 above will not apply, and instead the following shall apply: These Terms and Conditions shall be governed by and construed by the laws of the United Kingdom.