

## TUTELA TECHNOLOGIES LTD. INSIGHTS PORTAL TERMS & CONDITIONS OF SERVICE

BEFORE LOGGING INTO THE TUTELA INSIGHTS PORTAL (THE “**PORTAL**”) OR OTHERWISE ACCESSING THE PORTAL YOU MUST CAREFULLY READ THE TERMS AND CONDITIONS IN THIS AGREEMENT GOVERNING YOUR USE OF THE PORTAL. BY ACCESSING THE PORTAL AND USING THE SERVICES DESCRIBED HEREIN, YOU ACCEPT AND AGREE TO BE LEGALLY BOUND BY THE TERMS AND CONDITIONS OF THIS AGREEMENT.

IF YOU ARE ENTERING INTO THIS AGREEMENT ON BEHALF AN ORGANIZATION OR OTHER ENTITY, YOU REPRESENT THAT YOU HAVE THE AUTHORITY TO LEGALLY BIND SUCH ORGANIZATION OR ENTITY. IF YOU DO NOT AGREE WITH THESE TERMS AND CONDITIONS, YOU SHOULD NOT USE THE PORTAL.

These Terms & Conditions of Service (this “**Agreement**”) govern your use of the Portal, the reports and data (the “**Reports**”) available in the Portal and any data or Reports received from Tutela through other ancillary services offered by Tutela and used by you (all collectively, the “**Service**”).

The Reports are prepared by Tutela and contain anonymous mobile network coverage and experience statistics from mobile devices. The Reports may include without limitation, wireless network signal strengths, download speeds, latency and other wireless network performance metrics, wireless network performance characteristics, and location-based wireless network usage trends exhibited by end-users of mobile applications.

The phrases “**you**” and “**your**” means any person, group or other entity named in an enrolment or signup form completed by that person, group or other entity with respect to the Service, and includes any other person, group, entity or any employee, agent or contractor having access to the Service.

### 1. **Definitions.**

- (a) “**Authorized Users**” means those employees or independent contractors authorized by TUTELA to use the Services solely as permitted under this Agreement.
- (b) “**Intellectual Property Rights**” means: (i) all proprietary rights in patents, trademarks, service marks, trade and service names, copyrights, design rights, trade secrets, and other intellectual property rights, whether or not they are registered, anywhere in the world; (ii) any and all applications, registrations, licences, sub-licences, franchises, agreements or any other evidence of a right in any of the foregoing; and (iii) any and all licences and waivers and benefits of waivers of the intellectual property rights set out in clauses (i) and (ii) above.
- (c) “**Order Form**” means the order or online registration form referencing this Agreement.
- (d) “**Personal Data**” means information about an identifiable individual.

- (e) “**Permitted Purposes and Restrictions**” means the permitted purposes and use restrictions indicated Section 2.
2. **Restrictions.** Except as otherwise set out in writing, including electronic correspondence, or by a paid subscription to use the Service or the Reports, you shall not: (a) disclose the Reports to any third party without the express written consent of Tutela; (b) copy or use the Service or the Reports; (c) alter, modify, duplicate, translate, de-compile, reverse engineer, or attempt to recreate the Service or the Reports, in whole or in part; (d) modify or create any derivative works from the Service or the Reports any part thereof; (e) merge the Service or the Reports with any other software for any purpose other than authorized by this Agreement; (f) disclose to any third party any performance information or analysis relating to the Service and the Reports; (g) license, sublicense, sell, convey, assign, transfer, give, lend, rent, transfer or otherwise grant any right to any of the Service or the Reports or any of your rights hereunder, in whole or in part, voluntarily or involuntarily, by operation of law or otherwise, to any person, individual, legal or personal representative, partnership, company, corporation, syndicate, association, trust or governmental body otherwise; (h) build an identical product to the Service or a product with similar ideas, features and functionality as the Service; (i) compete with the Service or with Tutela in any way; (k) use any information from the Service or the Reports, or combine that information with any other information, to in any way identify an individual user or person of a particular mobile device that is included anonymously in the information available from the Service and the Reports; (l) copy any ideas, features or functions of the Service; (m) use the Service in any way that causes, or may cause, damage to the Service or impairment of the availability or accessibility of the Service; (n) use the Service to copy, store, host, transmit, send, use, publish or distribute any material that consists of or is linked to any spyware, computer virus, Trojan horse, worm, keystroke logger, rootkit, or other malicious software; or (o) use the Service in any way which is unlawful, illegal, fraudulent, or harmful, or in connection with any unlawful, illegal, fraudulent, or harmful purpose or activity.
3. **Hosted Services.**
- (a) Subject to your compliance with the terms of this Agreement, Tutela will provide access to a hosted environment making the Services available to you. You acknowledge that no software will be installed on any servers or other computer equipment owned or controlled by you.
- (b) Tutela may retire and stop providing individual data elements in its sole discretion including for technical, commercial or legal reasons.
4. **Authorized Users.** You are responsible for ensuring that only Authorized Users access the Services and will not permit any Authorized User to share accounts or passwords. You will keep your passwords secure and confidential and are solely responsible for all activity on your account, including unauthorized access.
5. **Intellectual Property Rights and Data.**
- (a) The software, workflow processes, user interface, designs, know-how, and other technologies provided by Tutela as part of the Services, and all copyrights, trade

secrets and patents are the proprietary property of Tutela and its licensors, and all right, title and interest in and to such items, including all associated Intellectual Property Rights, remain only with Tutela. Tutela reserves all rights not expressly granted in this Agreement.

- (b) As between you and Tutela, all data supplied by you in connection with login and use of Services (the “**Your Data**”) remains your sole property. You grant Tutela the right to use, store and modify the Your Data solely in connection with providing you with the Services.
  - (c) All data incorporated into the Services (“**Tutela Data**”) is and will remain the sole property of Tutela. Nothing herein will be interpreted as placing any restrictions on Tutela’s use of Tutela Data. No change made to the Tutela Data, however extensive, will affect or negate the right, title and interest of Tutela to the Tutela Data; and Tutela reserves all Intellectual Property Rights not expressly granted under this Agreement. If any ownership rights in the Tutela Data or any modifications to the Tutela Data vest in you, you hereby assign, and will take all actions required to assign, all such ownership rights to Tutela. Even if elements of the Tutela Data are not protected by Intellectual Property Rights, you will act in accordance with the ownership rights set out in this Section with respect to the Tutela Data. Tutela may terminate this Agreement without advance notice to you or an opportunity for you to cure and without further obligation or liability, if you contest any of Tutela’s right, title, or interest in or to the Tutela Data, including in a judicial or other proceeding anywhere.
  - (d) The trade-marks, logos and company names of Tutela or any of its affiliates and licensors used as part of the Services may not be copied, imitated or used, in whole or in part, without the prior written consent of Tutela or any such affiliate or licensor. Other products, logos and company names mentioned as part of the Services, may be the trade-marks of their respective owners.
  - (e) You agree not to alter, remove, deface or destroy any copyright, trade-mark or proprietary markings or confidential legends placed upon or contained in the Products or in or on any related material.
6. **Fees.** Unless otherwise indicated in an Order Form, no fees are payable by you under this Agreement.
7. **Support.** Unless otherwise agreed between the parties in a separate written agreement, Tutela will have no obligation to provide support for the Services.
8. **Term and Termination.**
- (a) **Term.** This Agreement is effective beginning on the earlier of: (i) the date you first use the Services; or (ii) the date you agree to be bound by this Agreement; and shall continue for as long as you use the Services, or until terminated in accordance with the provisions of this Agreement (the “**Term**”).

- (b) **Termination.** At any time, Tutela may: (i) suspend or terminate your rights to access or use the Services; or (ii) terminate this Agreement if Tutela in good faith believes that you have used the Services in violation of this Agreement.
- (c) **Effect of Termination and Expiration.** Immediately upon any termination of this Agreement: (i) Tutela will either return or destroy all Your Data in Tutela's possession as directed in writing by you; (ii) your access to the Services will cease; (iii) you will immediately cease all use of the Services and destroy all related copies of Tutela Data in your possession, custody, or control. Termination of this Agreement will be without prejudice to any other remedies available to such party under this Agreement or under law. For greater certainty, if you continue to use any portion of the Services after this Agreement has been terminated, this Agreement will continue to apply to the extent of such use.

9. **Confidentiality.**

- (a) **Confidential Information.** "Confidential Information" means all information disclosed by one party ("Discloser") to the other party ("Receiving Party") (in writing, orally or in any other form) that is marked as "Confidential", at or before the time of disclosure, as confidential, or is provided under circumstances that, under the circumstances surrounding the disclosure, the Receiving should reasonably recognize as being confidential, including trade secrets, customer lists, business plans, technical data, product ideas, personnel, contract and financial information. Confidential Information does not include information or material (other than Personal Data) that: (a) is now, or hereafter becomes, through no act or failure to act on the part of the Receiving Party, generally known or available to the public; (b) is or was rightfully known by the Receiving Party at or before the time such information or material was received from the Discloser, as evidenced by the Receiving Party's tangible (including written or electronic) records; (c) is furnished to the Receiving Party by a third party that is not under an obligation of confidentiality to the Discloser with respect to such information or material; or (d) is independently developed by the Receiving Party without any breach of this Agreement, as evidenced by the Receiving Party's contemporaneous tangible (including written or electronic) records. The following items are at all times deemed "Confidential Information" of Tutela: the Services, Tutela Data, and the terms of this Agreement.
- (b) **Confidentiality Obligations.** Each party will take all reasonable measures to protect the confidentiality of the other party's Confidential Information in a manner that is at least protective as the measures it uses to maintain the confidentiality of its own Confidential Information of similar importance but in no case using less than a reasonable standard of care. Receiving Party will hold Confidential Information in strict confidence and will not disclose, copy, reproduce, sell, assign, license, market, transfer or otherwise dispose of such information, or give or disclose such information to third parties, or use such information for any purposes whatsoever other than as necessary in order to fulfill its obligations or exercise its rights under this Agreement. Notwithstanding the foregoing, Tutela may disclose the your Confidential Information to its employees, consultants, officers, directors, auditors, accountants, attorneys, advisors, and agents (including those of its

affiliates) (collectively, “**Recipients**”) that have a need to know such information, provided that Tutela will require that each such Recipient not otherwise bound by confidentiality obligations to sign a written nondisclosure agreement consistent with the confidentiality and nondisclosure provisions herein.

- (c) **Personal Data.** Tutela will treat all Personal Data, whether included in Your Data or Tutela Data, in accordance with all applicable privacy laws and regulations.
- (d) **No Data Matching.** You will not and will require that Authorized Users not use any of the Services to identify or locate individuals.

10. **Representations and Warranties; Limited Warranty.**

- (a) Each party hereto represents, warrants and covenants that it has the full right and authority to enter into this Agreement and to meet its obligations hereunder.
- (b) TO THE FULL EXTENT PERMITTED BY LAW THE SERVICES ARE PROVIDED “AS IS” AND TUTELA AND ITS LICENSORS HEREBY DISCLAIM ANY AND ALL WARRANTIES AND CONDITIONS, EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING ANY WARRANTIES OF PERFORMANCE OR IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT. FURTHER, TUTELA DOES NOT MAKE, AND HAS NOT MADE, ANY REPRESENTATION OR WARRANTY THAT THE SERVICES ARE ACCURATE, COMPLETE, RELIABLE, CURRENT, UNINTERRUPTED, VIRUS-FREE, ERROR-FREE OR THAT THE OPERATION OF THE SERVICES WILL BE UNINTERRUPTED.
- (c) THE SERVICE IS OPERATED IN BRITISH COLUMBIA, CANADA. TUTELA DOES NOT REPRESENT THAT THE PRODUCTS ARE APPROPRIATE OR AVAILABLE FOR USE IN OTHER LOCATIONS OR JURISDICTIONS. IF YOU ACCESS THE PRODUCTS FROM A JURISDICTION OTHER THAN BRITISH COLUMBIA, CANADA, YOU AGREE THAT YOU DO SO ON YOUR OWN INITIATIVE, AND ARE RESPONSIBLE FOR COMPLIANCE WITH ALL LAWS THAT MAY BE APPLICABLE TO YOU.

11. **Limitation on Liability.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL TUTELA BE LIABLE, WHETHER BASED ON WARRANTY, CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR ANY OTHER LEGAL THEORY, FOR ANY DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY OR PUNITIVE DAMAGES; OR LOST PROFITS, LOSS OF USE, LOSS OF DATA, PERSONAL INJURY, FINES, FEES, PENALTIES OR OTHER LIABILITIES, IN EACH CASE, WHETHER OR NOT WE WERE ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, RESULTING FROM OR RELATED TO THE SERVICES OR THIS AGREEMENT.

12. FOR ANY OTHER DAMAGES, OR TO THE EXTENT THAT THE FOREGOING LIMITATION IS NOT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL TUTELA’S TOTAL AGGREGATE LIABILITY IN CONNECTION WITH OR UNDER

THIS AGREEMENT, OR YOUR USE OF, OR INABILITY TO MAKE USE OF, THE SERVICES EXCEED \$100 CAD. FOR GREATER CERTAINTY, THE EXISTENCE OF ONE OR MORE CLAIMS UNDER THIS AGREEMENT WILL NOT INCREASE THIS MAXIMUM LIABILITY AMOUNT.

13. **Indemnity.**

- (a) **By You.** You will indemnify, defend and hold harmless Tutela, its officers, directors, affiliates, employees, and contractors (the “**Tutela Indemnitees**”) from and against any and all costs, damages, liabilities, fines, penalties and expenses (including reasonable legal fees and expenses) (collectively, “**Costs**”) arising out of or in connection with any claim, suit, action, or proceeding (a “**Claim**”) brought by any third party against any Tutela Indemnitee(s) to the extent that such Claim arises out of or results from: (i) your use of the Services in violation of the terms and conditions of this Agreement; (ii) your violation of applicable federal, provincial, state, local, national or other applicable laws or regulations; (iii) infringement of any third party rights resulting from your use of the Services including to combination of the Services with third party products; (iv) any allegation that you have engaged in conduct, which if true would breach your warranties or obligations under this Agreement; (v) your negligent or willful misconduct; or (vi) any violation by you of any privacy laws, regulations or directives relating to the collection, use or disclosure of any information.
- (b) **Indemnification Procedures.** The Tutela Indemnitee: (i) will provide you with prompt written notice of any such Claim; (ii) will provide you with timely and reasonable cooperation, information, and assistance to defend and settle the Claim; (iii) will grant you sole control of the defense and all negotiations for any settlement or compromise of such Claim, provided that no settlement of any Claim admitting liability of or imposing any duty or performance upon the Tutela Indemnitee will be effected without the Tutela Indemnitee’s prior written consent (not to be unreasonably withheld); and (iv) may participate in the defense of any Claim with counsel of its choosing and its sole expense.

14. **General Provisions.**

- (a) **Notice of Unauthorized Use.** You will promptly notify Tutela in writing if you discover any unauthorized use, access to or disclosure of the Services, in whole or in part.
- (b) **Notices.** Any notice required or permitted hereunder will be in writing and may be given by electronic mail to Tutela at info@tutelatechnologies.com. Such notice will be deemed to have been received twenty-four (24) hours after it was sent. Tutela may deliver notice to you by the mailing addresse(s), electronic mail addresse(s), facsimile number(s) provided by you to Tutela at the time you registered to use the Service and such notice will be deemed to have been received twenty-four (24) hours after it was sent.
- (c) **Compliance; Audit.** If requested, you will certify in writing that you are using the Services in accordance with the terms and conditions of this Agreement. No more

than once annually, Tutela (or an independent auditor working on its behalf) may, upon reasonable advance written notice and at Tutela's expense, audit your records and systems during normal business hours for the purpose of verifying your compliance with this Agreement.

- (d) **Governing Law; Forum Selection.** This Agreement will be governed by and construed in accordance with the laws of the Province of British Columbia and the Federal laws of Canada as applicable hereto. Any action under or concerning this Agreement will be brought exclusively in the Province of British Columbia. The parties irrevocably consent that said forum is convenient and has jurisdiction to hear and decide any such action.
- (e) **Injunctive Relief.** You agree and acknowledges that monetary damages may not be a sufficient remedy for any breach of this Agreement and that Tutela shall be entitled to seek specific performance or injunctive relief (as appropriate) as a remedy for any breach or threatened breach of the Agreement by you, in addition to any other remedies available at law.
- (f) **Interpretation.** Headings of Sections are inserted for convenience of reference only and will not affect the construction or interpretation of this Agreement. Reference to a "Section" means reference to a Section in this Agreement. The language used in this Agreement is the language chosen by the Parties to express their mutual intent, and no rule of strict construction will be applied against either Party. Unless the context otherwise requires, words importing the singular include the plural and vice versa, and words importing gender include all genders. The term "including" means "including without limitation".
- (g) **Severability.** If any provision of this Agreement is held illegal, void, or unenforceable, the remaining portions will remain in full force and effect.
- (h) **No Waiver.** The delay or failure of either party to exercise any right under this Agreement or to take action against the other party in the event of any breach of this Agreement will not constitute a waiver of such right, or any other right, or of such breach, or any future breaches, under this Agreement.
- (i) **Assignment.** This Agreement will be binding upon the parties' respective successors and permitted assigns. You may not assign this Agreement, or any of its rights and obligations hereunder, without the prior written consent of Tutela and any such attempted assignment will be void. Other than an assignment to an Affiliate or in connection with any change of control of Tutela, Tutela may not assign this Agreement, or any of its rights and obligations hereunder, without your prior written consent and any such attempted assignment will be void.
- (j) **No Partnership or Agency.** Nothing in this Agreement is intended to or will operate to create a partnership between the parties or authorize either party to act as an agent for the other, and neither party will have the authority to act in the name or on behalf of or otherwise bind the other in any way.

- (k) **No Exclusivity.** This Agreement is non-exclusive, and Tutela retains the right to grant access or otherwise sell or distribute any Products under this Agreement to any third party at any time in Tutela's sole discretion.
- (l) **Force Majeure.** Neither party will be liable for, or be considered to be in breach of or default under this Agreement on account of, any delay or failure to perform as required by this Agreement as a result of any cause or condition beyond such party's reasonable control, which includes, but is not limited to circumstances where Tutela is unable to collect the Tutela underlying data from mobile handsets or satisfy the Service specification for reasons including privacy law changes and/or Google or Apple policy changes.
- (m) **Complete Agreement.** This Agreement constitutes the entire agreement between the parties with respect to subject hereof and supersedes any and all prior or contemporaneous understandings or agreements whether written or oral. No amendment or modification of this Agreement will be binding unless reduced to writing, signed by duly authorized representatives of the parties and with such writing making specific reference to this Agreement and its intention to amend this Agreement.