

TERMS OF SERVICE
MASTER AGREEMENT FOR SUBSCRIPTIONS FOR ATLAS SERVICE

This Master Agreement for Subscriptions for the ATLAS Service (this “Agreement”) sets out the terms and conditions upon which Subscriber may use the ATLAS Service. Please read this document carefully.

1. Background of Agreement

- This Agreement between **HEMISPHERE GNSS (USA) INC.**, a Delaware corporation with offices located at 8515 E. Anderson Drive, Scottsdale, AZ 85255, USA (“**Hemisphere**”) and the individual, entity, or the employee, agent or representative of the individual or entity, applying for a Subscription (“**Subscriber**”) governs the terms and conditions of all present and future subscriptions for Hemisphere’s system for the provision of differential GPS correction data via L-Band Satellite (the “**ATLAS Service**”) and the terms of use thereof (the “**Subscription**”).
- **By accessing, linking to, activating, or otherwise using (“Use” or “Using”) the ATLAS Service, Subscriber acknowledges that it has read this Agreement, that it understands this Agreement, that it has had an opportunity to seek independent legal advice prior to agreeing to this Agreement and that it accepts and agrees to be bound by the terms and conditions of this Agreement.**
- Hemisphere reserves the right to amend, remove, or add to this Agreement at any time without providing Subscriber with prior notice. Such modifications shall be effective immediately. It is Subscriber’s responsibility to review this Agreement whenever Using the ATLAS Service. Subscriber’s use of the ATLAS Service after the posting of modifications to this Agreement will constitute Subscriber’s acceptance of this Agreement, as modified. If, at any time, Subscriber does not wish to accept this Agreement, Subscriber shall immediately stop Using the ATLAS Service. Any terms and conditions proposed by Subscriber which are in addition to or which conflict with this Agreement are expressly rejected by Hemisphere and shall be of no force or effect.

2. Receiver and Intended Use:

- Use of the ATLAS Service without a current, valid, fully paid subscription is prohibited. Each subscription is solely for use in conjunction with the receiver for which the Subscription has been activated. Subscriber shall immediately inform Hemisphere if a receiver for which a Subscription has been activated is sold, lost, stolen or decommissioned.
- Subscriber agrees that the Use of the ATLAS Service is solely for its own non-commercial use and benefit, and not for resale or other transfer or disposition to, or use by or for the benefit of, any other person or entity.
- Subscriber agrees not to Use, transfer, distribute, or dispose of any information contained in the ATLAS Service. Re-broadcast of the ATLAS Service, unless expressly permitted by Hemisphere in writing, is prohibited.
- Subscriber agrees not to copy, reproduce, recompile, decompile, disassemble, reverse engineer, distribute, publish, display, perform, modify, upload to, create derivative works from, transmit or in any way exploit any part of the ATLAS Service, except in accordance with this Agreement.
- Subscriber agrees not to use any of the trademarks, trade names, service marks, copyright, or logos of Hemisphere in any manner which creates the impression that such items belong to or are associated with the Subscriber and Subscriber acknowledges that it has no ownership rights in and to any such items.

- ATLAS Service is not intended for primary navigation and Subscriber shall not use the ATLAS Service for such purpose.
- Hemisphere will use reasonable commercial efforts to ensure that the ATLAS Service is within the published specifications. However, Subscriber acknowledges that interruptions in the service may occur from time to time and therefore the availability of the ATLAS Service is not guaranteed.
- Subscriber acknowledges that the ATLAS Service may be interrupted, or the validity of the data changed, by local conditions such as blockage by trees and buildings or radio interference. Published system accuracies are dependent on the Subscriber's receiver and location.
- Subscriber acknowledges that the ATLAS Service coverage is approximate and it is the Subscriber's responsibility to verify the anticipated performance of the ATLAS Service prior to subscribing.
- Subscriber acknowledges that Hemisphere is not responsible for the operation or failure of operation of the Global Navigation Satellite Systems ("GNSS") satellites or the availability of GNSS satellite signals. The Global Positioning System ("GPS") is operated by the United States Department of Defense, which is solely responsible for the accuracy, daily operation, and maintenance of the satellite constellations.
- Use of the ATLAS Service is at the sole risk of the Subscriber.

3. **Transferability:**

- Use of the ATLAS Service is limited to the Subscriber and may not be assigned, transferred or otherwise conveyed without the prior written consent of Hemisphere. Consent to transfer may be provided or withheld at the sole discretion of Hemisphere.

4. **Confidential Information and Intellectual Property:**

- Confidential Information: Subscriber acknowledges that any information provided by Hemisphere to the Subscriber under this Agreement and in connection with the ATLAS Service is confidential and shall not be disclosed to a third party (the "Confidential Information"). Confidential Information includes but is not limited to: any data or computer program, or derivation thereof, any business practice information or any information identified by Hemisphere as confidential. Confidential Information does not include information that (i) is in the public domain; (ii) was already known to the Subscriber as evidenced by written documentation; (iii) subsequently becomes public through no fault of the Subscriber; or (v) is disclosed to the Subscriber by a third party without any obligation to hold it in confidence. Subscriber agrees not to disclose any Confidential Information and acknowledges that such disclosure could irreparably harm Hemisphere. The confidentiality obligations under this Section shall continue for a period of three (3) years following the termination of this Agreement.
- Intellectual Property: Subscriber acknowledges that the ATLAS Service contains Intellectual Property Rights held by Hemisphere including, but not limited to: patented and/or patentable inventions, patent applications, discoveries, copyrights, licenses, trademark applications, trade secrets, confidential or proprietary technical and business information, know-how or other data or information, software and databases and all embodiments or fixations thereof and related documentation. Subscriber acknowledges that it acquires absolutely no right or license in or to the ATLAS Service other than the limited right to utilize the ATLAS Service in accordance with this Agreement and TOS.

5. **Disclaimer of Warranties; Exclusion of Consequential Damages.**

- Subscriber acknowledges that the ATLAS Service provided by Hemisphere is dependent upon services, networks and other facilities provided to Hemisphere by third parties ("**Third Party**

- Service Providers**”). Hemisphere shall provide the ATLAS Service on a good faith efforts basis but Hemisphere does not guarantee uninterrupted or error-free ATLAS Service or receipt of data transmitted by satellite or over or through networks of other companies or the Internet, and Hemisphere makes no representations as to coverage or quality of service. SUBSCRIBER acknowledges that failure or interruption of ATLAS Service may occur from time to time for reasons including, but not limited to, placing a receiver in locations that preclude communication with the relevant communication system, environmental conditions, technical limitations, defects or failures, or other causes beyond Hemisphere’s control. SUBSCRIBER ACKNOWLEDGES AND AGREES THAT THIRD PARTY SERVICE PROVIDERS AND HEMISPHERE: (i) DISCLAIM ALL WARRANTIES RELATING TO THE ATLAS SERVICE OR ANY PORTIONS THEREOF INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OR CONDITION OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ANY IMPLIED WARRANTY ARISING FROM COURSE OF CONDUCT OR USAGE OF TRADE, OR ANY IMPLIED WARRANTY AS TO THE ACCURACY, AVAILABILITY OR CONTENT OF THE SYSTEMS OR ATLAS SERVICE, AND; (ii) DISCLAIM ALL LIABILITY TO THE SUBSCRIBER, OF ANY NATURE, WHETHER DIRECT, INDIRECT, INCIDENTAL OR CONSEQUENTIAL ARISING OUT OF SUBSCRIBER’S USE OF THE ATLAS SERVICE, AND SUBSCRIBER AGREES THAT SUBSCRIBER SHALL HAVE NO CLAIMS AGAINST ANY THIRD PARTY SERVICE PROVIDERS OR HEMISPHERE OF ANY KIND WITH RESPECT THERETO.
- **Limitation of Liability.** Notwithstanding anything else in this Agreement to the contrary, in no event shall Hemisphere, its affiliates, officers, directors, employees, agents, licensors and suppliers be liable under any contract, negligence, strict liability or other legal theory for: (i) damages in excess of the fees payable to Hemisphere for the Subscription to the ATLAS Service; (ii) costs of procurement of substitute technology or services by Subscriber; (iii) any special, consequential, incidental or indirect damages (including without limitation loss of profit or data) whether or not such party has been advised of the possibility of such loss, however caused, or (iv) anything beyond its reasonable control. This exclusion includes any liability that may arise out of third-party claims against Subscriber. These limitations shall apply notwithstanding any failure of essential purposes of any limited remedy. Subscriber acknowledges and agrees that the subscription fees for the ATLAS Service reflects the allocation of risk set forth in this Agreement and that Hemisphere would not enter into this Agreement without these limitations on its liability. In addition, this limit of liability for the ATLAS Service is cumulative and not per incident (for instance, the existence of two or more claims will not enlarge this limit).
 - **Waiver of Consequential and Other Damages.** Without limiting the generality of the foregoing, neither the Third Party Service Providers nor Hemisphere shall be liable to Subscriber for any losses or damages of any kind whatsoever arising out of any failure of performance, error, omission, interruption, deletion, defect, damage, delay in transmission, communication line failure, theft or destruction or unauthorized access to, alteration of or use of the records associated with the ATLAS Service or such portion thereof provided by Third Party Service Providers, whether for breach of contract, tortious behavior, negligence or under any other cause of action. IN NO EVENT SHALL THIRD PARTY SERVICE PROVIDERS OR HEMISPHERE HAVE ANY OBLIGATION OR LIABILITY TO SUBSCRIBER UNDER THIS AGREEMENT FOR THE LOSS OF USE, REVENUE, PROFIT, BUSINESS OPPORTUNITIES OR ANY OTHER INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES.

6. **Indemnification**

Subscriber agrees to indemnify and hold Hemisphere harmless from and against any and all claims, demands, damages, losses, liabilities, costs or expenses (including without limitation reasonable lawyer’s fees) arising from or incurred in connection with Subscriber’s actions in violation of any or all terms of this Agreement.

7. **Termination.**

- Subscriber may terminate this Agreement at any time by discontinuing use of the ATLAS Service.
- Hemisphere reserves the right to discontinue, cancel, refuse or terminate the ATLAS Service without prior notice if Hemisphere reasonably determines that Subscriber is in breach of this Agreement. Hemisphere shall not be liable to Subscriber or any third party for the termination or suspension of the ATLAS Service.

8. **Effect of Termination or Expiration.**

Termination or expiration of this Agreement shall not affect any of the parties' rights or obligations that are intended by the parties to survive such termination or expiration, including but not limited to Sections 4 and 5.

9. **Miscellaneous.**

- **Other Forms:** Hemisphere and Subscriber agree that use of preprinted forms, such as credit applications or agreements, purchase orders, acknowledgments, invoices or similar documents, is for convenience only and all terms and conditions stated therein, except for the information permitted by this Agreement, are void and of no effect. This Agreement contains the entire understanding of the parties with respect to the subject matter contained herein and is in addition to and not in lieu of any other written agreement(s) applicable to the Subscription for the ATLAS Service from Hemisphere to Subscriber.
- **Notices and Other Communications.** All notices which shall be given by either party under the terms of this Agreement shall be in writing and shall be hand delivered, sent by facsimile transmission, electronic mail, or sent by registered mail (return receipt requested), addressed to the Contact person (as such may change from time to time) as was most recently provided by each party. All such notices shall be deemed given upon receipt, but in no case, later than three (3) business days after mailing for notices sent via registered mail.
- **No Waiver of Rights.** No delay or omission by Hemisphere to exercise any right or power under this Agreement shall impair any such right or power or be construed as a waiver.
- **Governing Law.** THIS AGREEMENT AND ALL AMENDMENTS THERETO SHALL BE GOVERNED BY THE LAWS OF THE STATE OF ARIZONA, USA. Further, both parties agree that any claim or cause of action arising hereunder shall be brought in the courts located in Arizona and that both parties will submit to the personal jurisdiction of such courts.
- **Headings.** The headings used in this Agreement are for convenience only and shall have no legal effect.
- **Gender and Number.** Whenever the context requires, the gender of all words used herein shall include the masculine, the feminine and neuter, and the number of all words shall include the singular and plural. Also, the term "include" and similar terms (e.g., includes, including, e.g., for example) when used as part of a phrase including one or more specific items, are used by way of example and not of limitation.
- **Partial Invalidity.** If any part, term, or provision of this Agreement is held illegal, unenforceable, or in conflict with any applicable and enforceable law, the validity of the remaining portions or provisions of this Agreement shall not be affected.
- **Force Majeure.** Hemisphere shall not be deemed in default of this Agreement to the extent the performance of its obligations or attempts to cure any breach are delayed or prevented by reason of any act of God, fire, natural disaster, act of government, scarcity of raw materials, or any other cause beyond the reasonable control of Hemisphere.
- **Entire Agreement.** The TOS constitutes the entire agreement between the Subscriber and Hemisphere and governs the use of the ATLAS Service by the Subscriber.

10. **Contact**

If the Subscriber has any questions about this Agreement, contact Hemisphere at 1-844-217-2845 (USA/ Canada), or 1-480-291-6766 (worldwide) or email atlas@hgns.com.