

Mappex Master Services Agreement

This Mappex Master Services Agreement ("**Agreement**") is entered into as of the date of the last signature below ("**Effective Date**") by and between Arcus Group Inc., a Canadian corporation, with its principal address at 18 King St E, Suite 1400, Toronto, ON M5C 1C4, Canada ("**Mappex**") and the entity identified as the Customer on the signature block below ("**Customer**").

Definitions. Capitalized terms used but not defined herein have the definition provided in Exhibit A or the Product Terms.

Agreed to and executed by authorized representatives of the parties.

ARCUS GROUP INC.

CUSTOMER: _____
(Legal Name)

Signature: _____

Signature: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Address: 18 King St E, Suite 1400

Address: _____

Toronto, ON M5C 1C4, Canada

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Mappex Master Services Agreement

1. **Services Access and Use.** This Agreement covers all Service Offerings that Customer purchases, accesses or uses. In addition, Service Offerings have (and Customer agrees to comply with) Product Terms that govern their access and/or use.

Subject to full compliance with all terms and conditions set forth and included by reference in this Agreement, during the Term, Mappex grants Customer a non-exclusive, non-sublicensable (except to End Users of the Licensed Applications in accordance with this Agreement), non-transferable (except in accordance with Section 10.3 "Assignment") right in the Territory to access and use the Services solely within the Licensed Applications.

2. **Fees, Payment and Taxes.**

- 2.1. **Fees.** By purchasing, accessing, using or signing up to access or use any Service Offerings, Customer agrees to pay the Fees for such Service Offerings as calculated by Mappex. Fees may be billed in advance or in arrears. Fees are set forth on the Pricing Page and/or Orders; in the event of any conflict, the Fees in the Order shall apply during the Term. All Fees are stated and solely payable in U.S. Dollars and are non-refundable (unless otherwise expressly stated in this Agreement) without right of set-off.

- 2.2. **Payment.**

- 2.2.1. **Method.** Customer shall pay Mappex within thirty (30) days of the date of an invoice via wire transfer, Inteeac e-transfer or ACH transfer.

- 2.2.2. **Late Payments.** If any amounts owed are past due, then Mappex may, upon at least 5 business days notice, suspend Service Offerings until all amounts owed are paid in full. Any amounts owed that are not paid on or before the date that such payment is due under this Agreement shall bear interest at the lesser of 1.5% per month or the maximum rate permitted by law, starting on the first date on which payment was delinquent and calculated on the number of days such payment is past due.

- 2.3. **Taxes.**

- 2.3.1. **General.** Fees do not include taxes, charges, or duties. Customer shall pay all sales/use, gross receipts, value-added, excise, HST, personal property and other taxes, charges and duties (including any interest and penalties) levied upon the transactions and payments under this Agreement, other than taxes based on Mappex's net income, employees or real property.

- 2.3.2. **Withholding.** If Customer is required by any foreign governmental authority to deduct or withhold any portion of the Fees billed under this Agreement, Customer shall notify Mappex in advance of any such deduction or withholding. If Mappex provides Customer with tax forms in its possession that may reduce or eliminate any such deduction or withholding, Customer shall cooperate in good faith with Mappex to reduce/eliminate such deduction/withholding, to the extent possible.

3. **Ownership.**

- 3.1. **Customer Uploads.** As between the parties, Customer owns all right, title and interest in and to Customer Uploads.

- 3.2. **Service Offerings.** As between the parties, Mappex owns all right, title and interest in and to the Service Offerings.

- 3.3. **Feedback.** Notwithstanding any other provision herein, Customer acknowledges and agrees that Mappex may, without accounting / attribution / compensation to Customer, use, make available, and otherwise commercialize and exploit any suggestions, ideas, enhancement requests, or other feedback relating to the Service Offerings that Customer, its employees, contractors, or others acting on its behalf provide to Mappex.

4. **Confidentiality.**

- 4.1. **"Confidential Information"** means non-public information disclosed by one party to the other party under this Agreement that is marked as confidential or should be reasonably understood by the recipient to be Confidential Information due to the nature of the information disclosed and/or the circumstances surrounding the disclosure. Confidential Information does not include information that: (a) prior to disclosure hereunder was already in the recipient's possession on a non-confidential basis as evidenced by appropriate documentation; (b) is or becomes public through no fault of the recipient; (c) was developed

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by the recipient without any reference or use of any of the discloser's Confidential Information as evidenced by appropriate documentation; or (d) subsequent to disclosure hereunder is obtained by the recipient on a non-confidential basis from a third party who has the right to disclose such information.

- 4.2. **Use of Confidential Information.** The recipient shall use the discloser's Confidential Information only to exercise its rights or fulfill its obligations under the Agreement. The recipient shall use reasonable care to protect against disclosure of the discloser's Confidential Information to parties other than the recipient's employees, Affiliates, agents, contractors, or professional advisors ("**Representatives**") who need to know it and who have a legal obligation to keep it confidential. The recipient shall ensure that its Representatives are subject to confidentiality obligations no less restrictive than those herein. Notwithstanding the foregoing, the recipient may disclose the discloser's Confidential Information to the extent required by applicable law, subpoena or other legal process; provided that the recipient uses commercially reasonable efforts to (a) promptly notify the discloser of such disclosure before disclosing, to the extent practicable and permitted by law, and (b) comply with the discloser's reasonable requests regarding its efforts to limit the disclosure.

5. Representations and Warranties.

- 5.1. **Mutual Representations.** Each party represents and warrants that (a) it has the full corporate right, power and authority to enter into this Agreement; and (b) when executed and delivered by it, this Agreement shall constitute its legal, valid and binding obligation, enforceable against it in accordance with its terms.
- 5.2. **Disclaimer of Warranties.** EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE PARTIES AND THEIR RESPECTIVE LICENSORS/SUPPLIERS DO NOT MAKE, AND HEREBY DISCLAIM, ALL OTHER REPRESENTATIONS OR WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, COMPLETENESS AND NONINFRINGEMENT OF THIRD-PARTY RIGHTS.

6. Indemnification.

6.1. By Mappex.

- 6.1.1. Subject to the limitations in this Section, Mappex shall, at its cost and expense, (a) defend, or, at its option, settle any claim brought against Customer by an unaffiliated third party to the extent alleging that the Services infringe its registered trademark or copyright or misappropriate its trade secret (each, a "Claim"), and (b) pay, indemnify and hold Customer harmless from any settlement or damages finally awarded (including reasonable attorneys' fees) to such third party as a result of such Claim. Mappex shall have no obligations under this Section to the extent any claim is based upon or arises out of: (i) use of the Services other than as authorized by this Agreement; (ii) failure to use updated or modified Services made available to Customer that would have helped avoid or mitigate a claim; (iii) Customer's continuance of allegedly infringing activity after being notified thereof to stop in order to avoid further infringement; (iv) combination or use of the Services with equipment, devices, software, systems, or data not provided by Mappex to the extent that such claim is based on such combination or use; and/or (v) compliance with Customer's own designs, specifications or instructions (subparts (i)-(v) are collectively "**Indemnity Exclusions**").
- 6.1.2. In addition to the foregoing, if a Claim covered under this Section occurs, or in Mappex's opinion is reasonably likely to occur, Mappex may, at its sole option and expense: (a) procure for Customer the right to continue using the Services, (b) modify or replace the Services to become non-infringing while retaining substantially similar functionality, or (c) if neither (a) nor (b) is commercially practicable, terminate Customer's rights and any related licenses to the applicable Services (in which event, Customer shall immediately stop using the applicable terminated Services) and provide a pro-rata refund of any unused pre-paid Fees for the applicable Services as of the date of termination.
- 6.1.3. THE REMEDIES SET FORTH IN THIS SECTION CONSTITUTE CUSTOMER'S SOLE AND EXCLUSIVE REMEDIES, AND MAPPEX'S ENTIRE LIABILITY, WITH RESPECT TO INFRINGEMENT OF THIRD-PARTY INTELLECTUAL PROPERTY RIGHTS AND ANY OTHER CATEGORIES OF CLAIMS COVERED UNDER THIS SECTION.

- 6.2. **By Customer.** Subject to the limitations in this Section, Customer shall, at its cost and expense, (a) defend, or at its option, settle any claim brought against Mappex by an unaffiliated third party to the extent based

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on: (i) content, data and/or information Customer submits, posts or otherwise uploads to the Services, or (ii) an Indemnity Exclusion, or (iii) Licensed Application(s) (excluding those claims covered by Mappex's indemnity above), and (b) pay, indemnify and hold Mappex harmless from any settlement or any damages awarded (including reasonable attorneys' fees) to such third party as a result of such claim.

- 6.3. **Process.** If a party entitled to indemnification (the "**Indemnified Party**") becomes aware of any indemnifiable claim, such party shall give the other party (the "**Indemnifying Party**") written notice of such claim as soon as reasonably practicable. The Indemnified Party shall cooperate, at the expense of the Indemnifying Party, with the Indemnifying Party and its counsel in the defense or settlement of such claim and shall allow the Indemnifying Party to have sole control of the defense or settlement. Subject to the prior sentence, the Indemnified Party shall have the right to participate fully, at its own expense, in the defense of such claim. Any compromise or settlement of a claim requiring the Indemnified Party to admit liability or to pay any money shall require the prior written consent of both parties, such consent not to be unreasonably withheld or delayed. The obligations of the Indemnifying Party under this Section shall be contingent on the Indemnified Party's compliance with this process.

7. **Limitations of Liability.** EXCEPT FOR INDEMNIFICATION OBLIGATIONS HEREUNDER, CUSTOMER'S FAILURE TO PAY FEES HEREUNDER, ANY VIOLATION ARISING OUT OF SECTION 1 (SERVICE ACCESS & USE), AND/OR ANY INFRINGEMENT OR VIOLATION OF THE PRODUCT TERMS OR MAPPEX'S INTELLECTUAL PROPERTY RIGHTS, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL: (A) EITHER PARTY (AND/OR MAPPEX LICENSORS/SUPPLIERS) BE LIABLE TO THE OTHER PARTY UNDER OR IN CONNECTION WITH THIS AGREEMENT (UNDER ANY THEORY OF LIABILITY, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE) FOR ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES (INCLUDING WITHOUT LIMITATION ANY LOST PROFITS, LOST BUSINESS OPPORTUNITIES OR LOST DATA) OR FOR COST OF PROCUREMENT OF SUBSTITUTE SERVICES AND/OR GOODS, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR LOSSES, AND (B) EACH PARTY'S AGGREGATE, CUMULATIVE LIABILITY UNDER OR IN CONNECTION WITH THIS AGREEMENT EXCEED THE TOTAL FEES PAID OR PAYABLE TO MAPPEX FOR THE RELEVANT SERVICE OFFERING DURING THE TWELVE-MONTH PERIOD IMMEDIATELY PRIOR TO THE EVENT GIVING RISE TO SUCH LIABILITY. THE FOREGOING LIMITATIONS SHALL APPLY EVEN IF ANY REMEDY FAILS IN ITS ESSENTIAL PURPOSE. MULTIPLE CLAIMS SHALL NOT EXPAND THE LIMITATIONS SPECIFIED IN THIS SECTION.

8. **Term and Termination.**

- 8.1. **Term.** The Agreement begins on the Effective Date and applies during the term of any active Order (the "**Term**") unless terminated as provided below. Each Order begins and ends as specified therein, unless terminated as provided below. Termination shall not alter Customer's obligations to pay all Fees and charges due to Mappex as of and through the date of termination.
- 8.2. **Termination for Cause.** Either party may terminate this Agreement and all active Orders by providing written notice of termination if the other party materially breaches this Agreement or any Order and fails to cure the material breach within thirty (30) days of a written notice from the notifying party that reasonably specifies such breach.
- 8.3. **Effect of Termination.** Upon the termination of this Agreement or expiration or termination of any Order:
- (a) all applicable access and use rights and licenses granted hereunder shall immediately terminate,
 - (b) Customer agrees to promptly destroy all applicable copies of the Service Offerings, Licensed Map Content and Mappex Confidential Information in Customer's (and/or its End Users') possession or control and, upon written (or email) request, provide written certification of the same to Mappex within fifteen (15) days, and
 - (c) if applicable, Mappex agrees to promptly destroy all Customer Uploads in Mappex's possession or control and, upon written (or email) request, provide written certification of the same to Customer within fifteen (15) days. Customer is responsible for backing up Customer Uploads, and Customer acknowledges that caching of or references to Customer Uploads may not be immediately removed and Customer may not have access to Customer Uploads. Notwithstanding anything to the contrary in this paragraph, neither party shall be required to identify or delete content (other than Licensed Map Content and any Mappex software) held in archive or back-up systems in accordance with its general systems archiving or backup policies or as may be required to comply with applicable laws.

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- 8.4. **Survival.** All provisions that may be reasonably interpreted as surviving termination of this Agreement shall survive, including Sections 3 through 10. For clarity, this shall not include any provisions that explicitly apply only during the Term.

9. Reporting.

- 9.1. **Reports.** To the extent that Mappex is unable to directly measure Customer's access or usage of the Services Offerings to calculate Fees due to Mappex, Customer shall submit to Mappex a monthly report of usage or other agreed billing metric. All reports required in connection with this Agreement shall be sent to support@mapoexgeo.com (or such other place or method specified by Mappex in writing) no later than the 5th day of each calendar month. Upon Mappex's written request, not more than once per 12-month period, Customer shall provide Mappex with a certification verifying that Service Offerings are being used in compliance with this Agreement.
- 9.2. **Verification.** During the Term and for a period of 1 year thereafter, Mappex may, upon reasonable advance written (including email) notice verify Customer's use of the Service Offerings and its related records solely to assess Customer's compliance with this Agreement, which shall be conducted during regular business hours, not more than once per 12-month period, and shall not unreasonably interfere with Customer's business activities. Customer shall provide reasonable access to the relevant records and facilities. If there is an underpayment for the period, then Customer shall promptly (not to exceed 15 days after the invoice date) pay Mappex the shortfall amount plus late payment fees. Mappex shall pay for its costs to perform the investigation unless the underpayment exceeds ten percent (10%) of the Fees Customer paid for the Service Offerings over any consecutive 12-month period within the audited period, and in which case, Customer shall pay such reasonable costs.

10. General.

- 10.1. **Notices.** All notices shall be in writing and are effective upon receipt. All notices to Customer shall be addressed to the relevant email address on file with Customer's account and are treated as received on the day of sending (as recorded on the system from which the email was sent). All notices to Mappex shall be sent to support@mapoexgeo.com with the subject line "LEGAL NOTICE" and are treated as received on the day of sending (as recorded on the system from which the email was sent). Either party may update its notice address by providing written notice of the new notice address in accordance with this paragraph.
- 10.2. **Service Agreements.** The Service Offerings are subject to the service level agreement, and the support services agreement, Mappex's Data Processing Addendum for data processed as a processor and otherwise Mappex's Privacy Policy available at www.mappexgeo.com/legal
- 10.3. **Assignment.** Neither party shall assign this Agreement or any right, interest or benefit under this Agreement without the prior written consent of the other party. Notwithstanding the foregoing, (a) either party may assign this Agreement in its entirety to its successor-in-interest pursuant to a merger, acquisition, corporate reorganization, or sale of all or substantially all of that party's business or assets to which this Agreement relates and (b) either party may assign this Agreement to an Affiliate, and in each case shall provide written notice thereof within thirty (30) days thereafter. Any other attempt to assign is void.
- 10.4. **No Waiver.** Neither party shall be treated as having waived any rights by not exercising (or delaying the exercise of) any rights under this Agreement.
- 10.5. **No Agency.** This Agreement does not create any agency, partnership or joint venture between the parties.
- 10.6. **No Third-Party Beneficiaries.** This Agreement does not confer any benefits on any third party unless it expressly states that it does.
- 10.7. **Reservations.** Except as expressly provided herein to the contrary, all remedies available to either party under this Agreement are non-exclusive. Mappex reserves all rights in and to the Service Offerings not expressly granted to Customer.
- 10.8. **Entire Agreement.** This Agreement (which includes all attachments, referenced terms, addenda, schedules and exhibits hereto) supersedes all other agreements between the parties relating to its

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subject matter. This Agreement governs each Order, except that any conflict between the terms of this Agreement and an Order shall only be resolved in favor of the Order only if the Order explicitly identifies those portions of this Agreement that are to be superseded by the Order and then only with respect to the Service Offerings ordered on such Order. Under no circumstances shall the terms, conditions or provisions of any purchase order, invoice or other similar document (other than an Order) issued by either party in connection to this Agreement alter or add to the rights, duties or obligations of the parties under this Agreement, regardless of any failure of a party to object to such terms, provisions, or conditions.

- 10.9. **Amendments.** Any amendment shall be in writing, signed by both parties, and expressly state that it is amending this Agreement.
- 10.10. **Severability.** If any term of this Agreement is to any extent illegal, otherwise invalid, or incapable of being enforced, such term shall be excluded to the extent of such invalidity or unenforceability; all other terms hereof shall remain in full force and effect; and, to the extent permitted and possible, the invalid or unenforceable term shall be deemed replaced by a term that is valid and enforceable and that comes closest to expressing the intention of such invalid or unenforceable term.
- 10.11. **Headings.** Headings and captions are for convenience only and are not to be used in the interpretation of this Agreement.
- 10.12. **Data.** Notwithstanding anything herein to the contrary, the parties agree that nothing in this Agreement shall restrict or limit (a) use by Customer of any data that Customer has the right to access and use independent of this Agreement and (b) anonymization & creation by Mappex of de-identified aggregated data obtained through or derived from the Service Offerings as permitted by applicable law.
- 10.13. **Governing Law.** The rights and obligations of the parties, and any claims or disputes relating thereto, shall be governed by and construed in accordance with the laws of the Province of Ontario excluding conflict of law rules and principles. The United Nations Convention on Contracts for the International Sale of Goods is expressly disclaimed by the parties with respect to this Agreement and the transactions contemplated hereby.
- 10.14. **Dispute Resolution.** The parties shall work together to resolve any claim relating to this Agreement or the Service Offerings amicably through good faith discussions upon the written request of either party. In the event that any such dispute cannot be resolved thereby within a period of fourteen (14) days after such notice has been given (the last day of such fourteen (14) day period being herein referred to as the “**Arbitration Date**”), such dispute, controversy or claim arising out of or relating to this Agreement or to a breach hereof, including its interpretation, performance or termination, shall be finally resolved by arbitration in Toronto, Ontario, using the English language in accordance with the Arbitration Rules and Procedures of JAMS then in effect, by one or more commercial arbitrators with substantial experience in resolving complex commercial contract disputes involving software and technology, who may or may not be selected from the appropriate list of JAMS arbitrators. If the parties cannot agree upon the number and identity of the arbitrators within fifteen (15) days following the Arbitration Date, then a single arbitrator shall be selected on an expedited basis in accordance with the Arbitration Rules and Procedures of JAMS. The arbitrator(s) shall have the authority to grant specific performance and to allocate between the parties the costs of arbitration (including service fees, arbitrator fees and all other fees related to the arbitration) in such an equitable manner as the arbitrator(s) may determine. The prevailing party in the arbitration shall be entitled to receive reimbursement of its reasonable expenses (including reasonable attorneys’ fees, expert witness fees and all other expenses) incurred in connection therewith. Judgment upon the award so rendered may be entered in a court having jurisdiction or application may be made to such court for judicial acceptance of any award and an order of enforcement, as the case may be. Notwithstanding the foregoing, each party shall have the right to institute an action in a court of proper jurisdiction for injunctive or other equitable relief or for violation of Mappex’s intellectual property rights. For all purposes of this section, unless otherwise elected by Mappex in writing for a particular instance (which election can be withheld for any reason or no reason at all), the sole jurisdiction and venue for actions related to the subject matter hereof shall be the state and U.S. federal courts located in New York, New York, and both parties consent to the jurisdiction of such courts. Any arbitration under this Agreement shall take place on an individual basis; class arbitrations and class actions are not permitted.

CUSTOMER UNDERSTANDS AND AGREES THAT BY ENTERING INTO THESE

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TERMS, CUSTOMER AND MAPPEX ARE EACH WAIVING THE RIGHT TO TRIAL BY JURY OR TO PARTICIPATE IN A CLASS ACTION.

- 10.15. **Force Majeure.** Neither party shall be responsible for any failure or delay in performance (other than an obligation to pay Mappex the fees owed hereunder) to the extent caused by any event or circumstance beyond such party's reasonable control including, without limitation, war, embargo, sanctions, natural disaster, epidemic or pandemic, blocking, filtering, rate-limiting, throttling, action by a governmental authority, regulatory body or other third party, or changes in applicable law, rules or regulations.
- 10.16. **Government End Users.**
- 10.16.1. If Customer is a government user or otherwise accessing or using any of the Service Offerings on behalf of the government, including as a higher-tier subcontractor or prime contractor, this Agreement is amended as set out in Mappex's Government Terms of Service (located at www.mappexgeo.com/legal)
- 10.16.2. Unless specifically authorized in Customer's Order or otherwise in compliance with the immediately preceding paragraph, Customer may not access or use the Service Offerings on behalf of any government agency, department or entity at any level of government (e.g., national, state, city, etc.) ("**Non-Canadian Government Users**") if such use of Service Offerings would, as a matter of law or contract, impose on Mappex any obligation or provide any rights other than as set forth herein. Customer shall flow up all provisions of this contract to all Non-Canadian Government Users in a manner that is enforceable against them. Customer shall indemnify and hold Mappex harmless from any and all claims, liabilities, damages, losses, or costs (including reasonable attorneys' fees) based on or arising out of Customer's failure to comply with this section.
- 10.17. **Counterparts.** The parties may execute this Agreement in counterparts, including facsimile, PDF, and other electronic copies, which taken together shall constitute one instrument.
- 10.18. **Reseller Orders.** This Section applies to Customer if ordering any Service Offerings from an authorized reseller pursuant to an agreement with such reseller (the "**Reseller Agreement**"). With respect to all Reseller Agreements: (a) all references to Order in this Agreement shall mean the applicable Reseller Agreement; (b) Fees, payment, and taxes, shall be handled pursuant to the Reseller Agreement and paid directly to the authorized reseller, as applicable; (c) all credits or refunds owed by Mappex shall be provided to the authorized reseller and not to Customer; and (d) Mappex shall have no responsibility or liability with respect to any failure by the authorized reseller to make payments to Customer. Notwithstanding anything to the contrary, unless Mappex provides signed written authorization to Customer, no additional terms in any Reseller Agreement shall apply to Mappex and this Agreement shall prevail in the event of any conflict between this Agreement and any Reseller Agreement.

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Exhibit A

Definitions

Additional definitions applicable to Service Offerings are provided in the Product Terms.

1. **"Affiliate"** means, with respect to a party, a direct or indirect wholly-owned subsidiary of such party.
2. **"Beta Service Offerings"** means any Service Offerings that are in beta or not generally available.
3. **"Customer Uploads"** means any content, data and/or information that Customer uploads to the cloud storage portion of the Service Offerings (excluding any content, data and/or information that Mappex had provided to Customer) using Mappex Studio, Mappex Studio Classic, Mappex Tiling Service, the Dataset API, or the Upload API.
4. **"End User"** means a distinct human user (i.e., natural person) that accesses or uses any Licensed Application.
5. **"Fees"** means the fees payable by Customer for the Service Offerings.
6. **"Licensed Application"** means any application accessing or using any Service Offerings that (a) Customer owns or controls or (b) is listed in an Order. Licensed Applications shall add substantial and independent functionality and value such that Licensed Applications are not a substitute for any Service Offering. Advertising does not add substantial or independent functionality or value.
7. **"Licensed Map Content"** means the content, data and/or information that Mappex provides to Customer via the Service Offerings. Licensed Map Content does not include Customer Uploads or Third-Party Data.
8. **"Mappex APIs"** means, unless specified otherwise herein, the application program interfaces specified at www.mappexgeo.com, or, in the case of Mapbox or Atlas Software, that are included in the Mapbox or Atlas Software.
9. **"Order"** means any ordering document for Services Offerings issued by Mappex that references this Agreement and that has been accepted by Customer.
10. **"Pricing Page"** means www.mappexgeo.com (or its successor URL).
11. **"Product Terms"** means the terms and conditions specified at www.mappexgeo.com (or its successor URL) applicable to Customer's use of the Services Offerings.
12. **"Service Offerings"** means, collectively, the Services and Support Services.
13. **"Services"** means, collectively, the Mappex APIs, Licensed Map Content, software and other non-support services provided to Customer by Mappex pursuant to this Agreement.
14. **"Support Services"** means the support services (if any) ordered by Customer in accordance with Mappex's procedures, which support services are described at www.mappexgeo.com (or successor URL).
15. **"Territory"** means worldwide with the exception of countries that are embargoed or designated as supporting terrorist activities by the United States Government.
16. **"Third-Party Data"** means content, data and/or information that are submitted, posted or otherwise uploaded by third-party users of the Services and made available thru the Services. For example, Third-Party Data includes styles developed by third-party users of the Services that are displayed on www.mappexgeo.com (or its successor URL).