

# MASTER SUBSCRIPTION AGREEMENT TERMS AND CONDITIONS

## 1. Subscription Agreement

1.1 This Subscription Agreement (this "Agreement"), contains terms and conditions that govern your purchase and use of the Services (as defined below), and is a contract between IPinfo Inc, a Delaware (USA) Corporation ("IPinfo" and "Company"), and you or the entity or organization that you represent. This Agreement takes effect when you enter into an Order (as defined below) with IPinfo (the "Effective Date").

1.2 Whether you are an individual using the Services or representing an entity or organization, all references to "Customer" pertain to the respective user. If you are an individual user, you confirm that you are legally permitted and competent to enter into this Agreement. If you are using the Services on behalf of an entity or organization, you assert that you have the right, power, and authority to enter into this Agreement on behalf of Customer.

1.3 The term "Order" in this agreement refers to the purchase of a subscription to the Company's Services. This can be achieved by the Customer through an execution of an Order Form.

1.4 The term "Services" means the Product(s) and Service(s) provided by IPinfo as outlined on the Order Form along with applicable financial terms and conditions that are an integral part of the Agreement.

## 2. DATA SERVICES AND SUPPORT

2.1 Subject to the terms of this Agreement, Company will use commercially reasonable efforts to provide Customer the Services in accordance with the Service Level Terms attached hereto as Exhibit A. As part of the registration process, Customer will identify an administrative user name and password for Customer's Company account. Company reserves the right to refuse registration of, or cancel passwords it deems inappropriate.

2.2 Subject to the terms hereof, Company will provide Customer with reasonable technical support services in accordance with the terms set forth in Exhibit A.

## 3. RESTRICTIONS AND RESPONSIBILITIES

3.1 Customer will not, directly or indirectly: (a) enable any person or entity other than Customer to access and use the Services under this Agreement; (b)

attempt to gain unauthorized access to any Service or its related systems or networks; (c) reverse engineer, decompile, disassemble or otherwise attempt to discover the source code, object code or underlying structure, ideas, know-how or algorithms relevant to the Services or any software, documentation or data related to the Services ("Software"); (d) copy, modify, translate, resell, distribute or create derivative works based on the Services or any Software (except to the extent expressly permitted by Company or authorized within the Services); (e) use the Services or any Software for time sharing or service bureau purposes or otherwise for the benefit of a third party; (f) remove any proprietary notices or labels.

3.2 Customer represents, covenants, and warrants that Customer will use the Services only in compliance with Company's standard published policies then in effect (the "Policy") and all applicable laws and regulations. Customer hereby agrees to indemnify and hold harmless Company against any damages, losses, liabilities, settlements and expenses (including without limitation costs and attorneys' fees) in connection with any claim or action that arises from an alleged violation of the foregoing or otherwise from Customer's use of Services. Although Company has no obligation to monitor Customer's use of the Services, Company may do so and may prohibit any use of the Services it believes may be (or alleged to be) in violation of the foregoing.

3.3 The Customer shall be responsible for obtaining and maintaining any equipment and ancillary services needed to connect to, access or otherwise use the Services, including, without limitation, modems, hardware, servers, software, operating systems, networking, web servers and the like (collectively, "Equipment"). Customer shall also be responsible for maintaining the security of the Equipment, Customer account, passwords (including but not limited to administrative and user passwords) and files, and for all uses of Customer account or the Equipment with or without Customer's knowledge or consent.

## 4. CONFIDENTIALITY; PROPRIETARY RIGHTS

4.1 Each party (the "Receiving Party") understands that the other party (the "Disclosing Party") has disclosed or may disclose business, technical or financial information relating to the Disclosing Party's business (hereinafter referred to as "Proprietary Information" of the Disclosing Party). Proprietary Information of Company includes non-public information regarding features,

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functionality and performance of the Service. Proprietary Information of Customer includes non-public data provided by Customer to Company to enable the provision of the Services ("Customer Data"). The Receiving Party agrees: (i) to take reasonable precautions to protect such Proprietary Information, and (ii) not to use (except in performance of the Services or as otherwise permitted herein) or divulge to any third person any such Proprietary Information. The Disclosing Party agrees that the foregoing shall not apply with respect to any information after five (5) years following the disclosure thereof or any information that the Receiving Party can document (a) is or becomes generally available to the public, or (b) was in its possession or known by it prior to receipt from the Disclosing Party, or (c) was rightfully disclosed to it without restriction by a third party, or (d) was independently developed without use of any Proprietary Information of the Disclosing Party or (e) is required to be disclosed by law.

4.2 Company shall own and retain all right, title and interest in and to (a) the Services and Software, all improvements, enhancements or modifications thereto, (b) any software, applications, inventions or other technology developed in connection with Implementation Services or support, and (c) all intellectual property rights related to any of the foregoing.

4.3 Notwithstanding anything to the contrary, Company shall have the right collect and analyze data and other information relating to the provision, use and performance of various aspects of the Services and related systems and technologies (including, without limitation, information concerning Customer Data and data derived therefrom), and Company will be free (during and after the term hereof) to (a) use such information and data to improve and enhance the Services and for other development, diagnostic and corrective purposes in connection with the Services and other Company offerings, and (b) disclose such data solely in aggregate or other de-identified form in connection with its business. No rights or licenses are granted except as expressly set forth herein.

### 5. PAYMENT OF FEES

5.1 The Customer will pay Company the fees described in the Order Form for the Services and Implementation Services in accordance with the terms therein (the "Fees"). If Customer's use of the Services

exceeds the Service Capacity set forth on the Order Form or otherwise requires the payment of additional fees (per the terms of this Agreement), Customer shall be billed for such usage and Customer agrees to pay the additional fees in the manner provided herein. At the end of the Initial Service Term or then current renewal term, upon thirty (30) days prior notice to Customer (which may be sent by email), Company and Customer may negotiate changes to the Fees or applicable charges and any new charges and Fees that may become applicable. If Customer believes that Company has billed Customer incorrectly, Customer must contact Company no later than 30 days after the closing date on the first billing statement in which the error or problem appeared, in order to receive an adjustment or credit. Inquiries should be directed to the Company's customer support department.

5.2 Company may choose to bill through an invoice, in which case, full payment for invoices issued in any given month must be issued by Company thirty (30) days after receipt of the invoice. If payment is not received within sixty (60) days of the invoice date, a finance charge of 8.0% per month (or the maximum permitted by law, whichever is lower) will be applied to the outstanding balance. Additionally, the Customer will be responsible for all expenses of collection. Failure to timely settle the outstanding balance may result in immediate termination or suspension of Services. Customers shall be responsible for all taxes associated with Services other than U.S. taxes based on Company's net income.

### 6. TERM AND TERMINATION

6.1 Orders will automatically renew as a new Order for additional periods of the same duration as the expiring Order Term (each, a "Renewal Order Term"), unless either party requests termination at least thirty (30) days prior to the end of the then-current term. As part of the auto-renewal process, Company reserves the right to adjust pricing at the end of the applicable Order Term for the Services.

6.2 In addition to any other remedies it may have, either party may also terminate this Agreement upon thirty (30) days' notice (or without notice in the case of nonpayment), if the other party materially breaches any of the terms or conditions of this Agreement. Customer will pay in full for the Services up to and including the last day on which the Services are provided. All sections of this Agreement which by their nature should survive

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termination will survive termination, including, without limitation, accrued rights to payment, confidentiality obligations, warranty disclaimers, and limitations of liability.

6.3 The Customer agrees, upon termination, cancellation, expiration, or other conclusion of this Agreement, within 30 days, to destroy and not retain any copies (and furnish the Company with an appropriate Certificate of Destruction) of any data provided by the Company to the Customer that is in its possession.

**7. WARRANTY AND DISCLAIMER**

Company shall use reasonable efforts consistent with prevailing industry standards to maintain the Services in a manner which minimizes errors and interruptions in the Services and shall perform the Implementation Services in a professional and workmanlike manner. Services may be temporarily unavailable for scheduled maintenance or for unscheduled emergency maintenance, either by Company or by third-party providers, or because of other causes beyond Company's reasonable control, but Company shall use reasonable efforts to provide advance notice in writing or by e-mail of any scheduled service disruption. HOWEVER, COMPANY DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE; NOR DOES IT MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SERVICES. EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION, THE SERVICES AND IMPLEMENTATION SERVICES ARE PROVIDED "AS IS" AND COMPANY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

**8. LIMITATION OF LIABILITY**

NOTWITHSTANDING ANYTHING TO THE CONTRARY, EXCEPT FOR BODILY INJURY OF A PERSON, COMPANY AND ITS SUPPLIERS (INCLUDING BUT NOT LIMITED TO ALL EQUIPMENT AND TECHNOLOGY SUPPLIERS), OFFICERS, AFFILIATES, REPRESENTATIVES, CONTRACTORS AND EMPLOYEES SHALL NOT BE RESPONSIBLE OR LIABLE WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT OR TERMS AND CONDITIONS RELATED THERETO UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHER THEORY: (A) FOR ERROR OR INTERRUPTION OF USE OR FOR LOSS OR INACCURACY OR CORRUPTION OF DATA OR COST OF PROCUREMENT OF SUBSTITUTE GOODS, SERVICES OR TECHNOLOGY OR LOSS OF BUSINESS; (B) FOR

ANY INDIRECT, EXEMPLARY, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES; (C) FOR ANY MATTER BEYOND COMPANY'S REASONABLE CONTROL; OR (D) FOR ANY AMOUNTS THAT, TOGETHER WITH AMOUNTS ASSOCIATED WITH ALL OTHER CLAIMS, EXCEED THE FEES PAID BY CUSTOMER TO COMPANY FOR THE SERVICES UNDER THIS AGREEMENT IN THE 12 MONTHS PRIOR TO THE ACT THAT GAVE RISE TO THE LIABILITY, IN EACH CASE, WHETHER OR NOT COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

**9. FORCE MAJURE**

Both Parties shall not be held liable or considered in default under this Agreement for any failure or delay in fulfilling or performing any term, except for any obligations to make payments for received services. Such exceptions arise when the failure or delay is caused by events beyond the reasonable control of the affected Party, such as acts of God, pandemics, flood, fire, explosion, war, invasion, riot, civil unrest, terrorist or criminal acts, cyberattacks, internet disruptions, embargoes or blockades in effect on or after the date of this Agreement, or national or regional emergencies (each of the foregoing, a "Force Majeure Event"). In such cases, the affected Party shall promptly notify the other Party, stating the expected duration of the occurrence, and make diligent efforts to end the failure or delay and minimize its effects resulting from the Force Majeure Event.

**10. MISCELLANEOUS**

10.1 This Agreement, along with all Order Forms, and, where applicable, any supplemental terms, constitutes the entire and exclusive understanding between the Parties. It prevails over all previous proposals, questionnaires, and other communications and agreements between the Parties, whether oral or written, pertaining to the subject matter herein. Any terms and conditions from any other instrument issued by the Customer in connection with this Agreement, which are in addition to, inconsistent with, or different from the terms and conditions of this Agreement, shall have no legal force or effect. Unless otherwise specified and agreed upon between the parties, this Agreement supersedes any prior confidentiality, non-disclosure, evaluation, or trial agreements entered into by the Parties concerning the evaluation of the Services by the Customer or its Affiliates, or any other matters related to the Services.

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10.2 If any provision of this Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect and enforceable. This Agreement is not assignable, transferable or sublicensable by Customer except with Company's prior written consent. Company may transfer and assign any of its rights and obligations under this Agreement without consent. This Agreement is the complete and exclusive statement of the mutual understanding of the parties and supersedes and cancels all previous written and oral agreements, communications and other understandings relating to the subject matter of this Agreement, and that all waivers and modifications must be in a writing signed by both parties, except as otherwise provided herein. No agency, partnership, joint venture, or employment is created as a result of this Agreement and the Customer does not have any authority of any kind to bind the Company in any respect whatsoever. In any action or proceeding to enforce rights under this Agreement, the prevailing party will be entitled to recover costs and attorneys' fees.

10.3 All notices under this Agreement will be in writing and will be deemed to have been duly given when received, if personally delivered; when receipt is electronically confirmed, if transmitted by facsimile or e-mail; the day after it is sent, if sent for next day delivery by recognized overnight delivery service; and upon receipt, if sent by certified or registered mail, return receipt requested.

10.4 This Agreement shall be governed by the laws of the State of Delaware without regard to its conflict of laws provisions.

10.5 IPinfo reserves the right to modify this Agreement by posting a revised version at the following link: [ipinfo.io/contracts/master-subscription-agreement](https://ipinfo.io/contracts/master-subscription-agreement). It's important to note that any Order is subject to the version of the Agreement in effect at the time of the Order.

10.6 On IPinfo's request, Customer will provide a written certification of Customer's compliance with the terms of the Service Capacity scope, Initial Scope metrics, associated Fees, and any other terms of this Agreement at any time but no more frequently than four times per year.

10.7. IPinfo may use Customer's name, logo and other marks to identify Customer as a user of the Services on

IPinfo's website, marketing materials and other publicity materials.

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**EXHIBIT A**

**Service Level Agreement & Support Terms.**

Company will provide Technical Support to Customer via electronic mail on weekdays during the hours of 9:00 am through 5:00 pm Pacific time, with the exclusion of Federal Holidays ("Support Hours").

Customer may initiate a helpdesk ticket during Support Hours any time by emailing [support@ipinfo.io](mailto:support@ipinfo.io).

Company will use commercially reasonable efforts to respond to all Helpdesk tickets within two (2) business days.

Without restricting any of Customer's remedies under this Agreement concerning the Services, Customer's exclusive recourse for any alleged failure by the Company to provide Support with reasonable skill, care, and diligence shall be the re-performance of the relevant Support.