

## StreetLinx Inc.

### Terms of Service

THIS AGREEMENT CONTAINS AN ARBITRATION AGREEMENT, WHICH WILL, WITH LIMITED EXCEPTION, REQUIRE YOU TO SUBMIT CLAIMS YOU HAVE AGAINST STREETLINX INC TO BINDING AND FINAL ARBITRATION. UNDER THE ARBITRATION AGREEMENT, (1) YOU WILL ONLY BE PERMITTED TO PURSUE CLAIMS AGAINST STREETLINX INC ON AN INDIVIDUAL BASIS, NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY CLASS OR REPRESENTATIVE ACTION OR PROCEEDING, AND (2) YOU WILL ONLY BE PERMITTED TO SEEK RELIEF (INCLUDING MONETARY, INJUNCTIVE, AND DECLARATORY RELIEF) ON AN INDIVIDUAL BASIS.

#### 1 Acceptance of Terms.

- 1.1 StreetLinx Inc. (“Company” or “we”) provides its Service (as defined below) to you through its web site located at <http://members.streetlinx.com> (the “Site”) and our mobile application (the “App”), subject to this Terms of Service agreement (“TOS”). By accepting this TOS or by accessing or using the Service, App or Site, you acknowledge that you have read, understood, and agree to be bound by this TOS. If you are entering into this TOS on behalf of a company, business or other legal entity, you represent that you have the authority to bind such entity and its affiliates to this TOS, in which case the terms “you” or “your” shall refer to such entity and its affiliates. If you do not have such authority, or if you do not agree with this TOS, you must not accept this TOS and may not use the Service.
- 1.2 Company may change this TOS from time to time by providing thirty (30) days prior written notice by emailing the email address associated with your account and by posting a notice on the Site. You can review the most current version of this TOS at any time at <http://streetlinx.com/terms> or by logging into your Account. The revised terms and conditions will become effective thirty (30) days after we post and send you notice of such changes, and if you use the Service after that date, your use will constitute acceptance of the revised terms and conditions. If any change to this TOS is not acceptable to you, your only remedy is stop using the Services and send a cancellation email to [termsofservice@streetlinx.com](mailto:termsofservice@streetlinx.com).
- 1.3 As part of the registration process, you will identify an administrative user name and password for your account (“Account”). You may use the administrative user name and password to create standard users (each with a user password) up to the maximum number permitted in the applicable order form (“Order Form”) (if applicable) or as otherwise agreed on the Service for your Account subscription.

**2 Description of Service.** The “Service” includes (a) the Site, (b) the App, (c) Company’s database of contact information, services and related technologies, and (d) all software (including the Software, as defined below), data, reports, text, images, sounds, video, and content made available through any of the foregoing (collectively referred to as the “Content”). Any new features added to or augmenting the Service are also subject to this TOS.

#### 3 General Conditions/ Access and Use of the Service.

- 3.1 Subject to the terms and conditions of this TOS, you may access and use the Service only for lawful purposes. All rights, title and interest in and to the Service and its components will remain with and belong exclusively to Company. You shall not (a) sublicense, resell, rent, lease, transfer, assign, time share or otherwise commercially exploit or make the Service available to any third party; (b) use the Service in any unlawful manner (including without limitation in violation of any data, privacy or export control laws) or in any manner that interferes with or disrupts the integrity or performance of the Service or its components, or (c) modify, adapt or hack the Service or otherwise attempt to gain unauthorized access to the Service or its related systems or networks. UNDER NO CIRCUMSTANCES SHALL YOU CONTACT ANOTHER USER OF THE SERVICES FOR ANY SOLICITATION UNRELATED TO THE NORMAL COURSE OF YOUR BUSINESS.
- 3.2 Any software that may be made available by Company in connection with the Service (“Software”) contains proprietary and confidential information that is protected by applicable intellectual property and other laws. Subject to the terms and conditions of this TOS, Company hereby grants you a non-transferable, non-sublicensable and non-exclusive right and license to use the object code of any Software on a single device solely in connection with the Service, provided that you shall not (and shall not allow any third party to) copy, modify, create a derivative work of, reverse engineer, reverse assemble or otherwise attempt to discover any source code or sell, assign, sublicense or otherwise transfer any right in any Software. You agree not to access the Service by any means other than through the interface that is provided by Company for use in accessing the Service. Any rights not expressly

granted herein are reserved and no license or right to use any trademark of Company or any third party is granted to you in connection with the Service.

- 3.3 You are solely responsible for all data, information, feedback, suggestions, text, content and other materials that you upload, post, deliver, provide or otherwise transmit or store (hereafter “post(ing)”) in connection with or relating to the Service (“Your Content”). The Company may assist you with posting Your Content; you shall not be responsible for any content or materials provided by Company in connection with assisting you in posting Your Content. You agree to cooperate with and provide reasonable assistance to Company in promoting and advertising the Services.
  - 3.4 You are responsible for maintaining the confidentiality of your login, password and account and for all activities that occur under your login or account. Company reserves the right to access your account in order to respond to your requests for technical support. By posting Your Content on or through the Service, you hereby do and shall grant Company, solely in connection with the Service, a worldwide, non-exclusive, perpetual, revocable, royalty-free, fully paid, sublicensable (solely to subcontractors engaged in connection with the Service and other users of the Service) and non-transferable (except as provided in Section 11) license to use, modify, reproduce, distribute, display, publish and perform Your Content. Company has the right, but not the obligation, to monitor the Service, Content, or Your Content. You further agree that Company may remove or disable any Content at any time for any reason (including, but not limited to, upon receipt of claims or allegations from third parties or authorities relating to such Content), or for no reason at all. Except for the rights expressly granted in this TOS, you retain all right, title and interest in and to Your Content.
  - 3.5 Company will implement and maintain reasonable security procedures and practices with respect to Your Content in accordance with the terms of this TOS and any applicable privacy and data security laws. To the extent that PII, personal information, or any other data is collected by or on your behalf, you represent and warrant that all appropriate consents and waivers have been or will be obtained from such individual. Notwithstanding the foregoing, you hereby consent to the collection of IP addresses and usage statistics associated with any of your authorized users that access the Service solely in connection with Company performing its obligations under this TOS. Company shall notify you promptly upon becoming aware of any accidental, unauthorized or unlawful access, destruction, use, alteration, modification, disclosure or loss of Your Content, or after becoming aware of any material breach of Company’s systems.
  - 3.6 You 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, server, software, operating system, networking, web servers, long distance and local telephone service (collectively, “Equipment”). You shall be responsible for ensuring that such Equipment is compatible with the Services (and, to the extent applicable, the Software) and complies with all configurations and specifications set forth in Company’s published policies then in effect. You shall also be responsible for maintaining the security of the Equipment, your Account, passwords (including but not limited to administrative and user passwords) and files, and for all uses of your Account or the Equipment.
  - 3.7 The failure of Company to exercise or enforce any right or provision of this TOS shall not be a waiver of that right. You acknowledge that this TOS is a contract between you and Company, even though it is electronic and is not physically signed by you and Company, and it governs your use of the Service.
  - 3.8 Company reserves the right to use your name and/or company name as a reference with existing or potential Company customers. To decline Company this right you need to email support@streetlinx.com stating that you do not wish to be used as a reference. The Company will obtain your prior written permission to use your name and/or company name or logo for marketing or promotional purposes on Company’s website or in marketing presentations.
  - 3.9 Subject to the terms hereof, Company may (but has no obligation to) provide technical support services, through email in accordance with our standard practice.
- 4 Payment.** To the extent the Service or any portion thereof is made available for any fee, you will be required to select a payment plan and provide Company information regarding your credit card or other payment instrument. You represent and warrant to Company that such information is true and that you are authorized to use the payment instrument. You will promptly update your account information with any changes (for example, a change in your billing address or credit card expiration date) that may occur. You agree to pay Company the amount that is specified in the payment plan in accordance with the

terms of such plan and this TOS. You hereby authorize Company to bill your payment instrument in advance on a periodic basis in accordance with the terms of the applicable payment plan until you terminate your account, and you further agree to pay any charges so incurred. If you dispute any charges you must let Company know within sixty (60) days after the date that Company invoices you. We reserve the right to change Company's prices. If Company does change prices, Company will provide notice of the change on the Site or in email to you, at Company's option, at least 30 days before the change is to take effect. Your continued use of the Service after the price change becomes effective constitutes your agreement to pay the changed amount. Company may choose to bill through an invoice, in which case, full payment for invoices issued in any given month must be received by Company thirty (30) days after the mailing date of the invoice, or the Services may be terminated. Unpaid invoices are subject to a finance charge of 1.5% per month on any outstanding balance, or the maximum permitted by law, whichever is lower, plus all expenses of collection. You shall be responsible for all taxes associated with Services other than U.S. taxes based on Company's net income.

## **5 Representations and Warranties.**

5.1 You represent and warrant to Company that (i) you have full power and authority to enter into this TOS; (ii) you own all Your Content or have obtained all permissions, releases, rights or licenses required to engage in your posting and other activities (and allow Company to perform its obligations) in connection with the Services without obtaining any further releases or consents; (iii) Your Content and other activities in connection with the Service, and Company's exercise of all rights and license granted by you herein, do not and will not violate, infringe, or misappropriate any third party's copyright, trademark, right of privacy or publicity, or other personal or proprietary right, nor does Your Content contain any matter that is defamatory, obscene, unlawful, threatening, abusive, tortious, offensive or harassing; and (iv) you are eighteen (18) years of age or older.

5.2 Company further represents and warrants to you that: (a) Company has all permissions, releases, rights or licenses to provide the Service (b) Company will use industry standard measures to prevent the Service from containing any "virus", "trap door", "Trojan Horse", "worm", "self destruction", "disabling", "lock out", "metering" device or any other malicious code, which could impair your use of or access to the same; (c) Company will use commercially reasonable efforts to ensure the security of Your Content (subject to the license rights set forth in Section 3); (d) the Service does not and will not violate, infringe, or misappropriate any third party's copyright, trademark, right of privacy or publicity, or other personal or proprietary right; and (e) Company shall comply with all applicable laws and regulations with respect to its activities under this TOS.

**6 Termination.** You have the right to terminate your account at any time by sending a cancellation request to [accounts@streetlinx.com](mailto:accounts@streetlinx.com). Subject to earlier termination as provided below, Company may terminate your Account and this TOS at any time by providing thirty (30) days prior notice to the administrative email address associated with your Account. In addition to any other remedies we may have, Company may also terminate this TOS upon thirty (30) days' notice (or ten (10) days in the case of nonpayment), if you breach any of the terms or conditions of this TOS. Company reserves the right to modify or discontinue, temporarily or permanently, the Service (or any part thereof). All of Your Content on the Service (if any) shall (at your election) be returned or permanently deleted by Company upon any termination of your account. If Company terminates your account without cause and you have signed up for a fee-bearing service, Company will refund the pro-rated, unearned portion of any amount that you have prepaid to Company for such Service. However, all accrued rights to payment and the terms of Section 4-12 shall survive termination of this TOS.

**7 DISCLAIMER OF WARRANTIES.** The 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 our reasonable control, but Company shall use reasonable efforts to provide advance notice in writing or by email of any scheduled service disruption. HOWEVER, THE SERVICE, INCLUDING THE SITE AND CONTENT, AND ALL SERVER AND NETWORK COMPONENTS ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT ANY WARRANTIES OF ANY KIND, AND COMPANY EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. YOU ACKNOWLEDGE THAT COMPANY DOES NOT WARRANT THAT THE SERVICE WILL BE UNINTERRUPTED, TIMELY, SECURE, ERROR-FREE OR VIRUS-FREE, NOR DOES IT MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SERVICES, AND NO

INFORMATION, ADVICE OR SERVICES OBTAINED BY YOU FROM COMPANY OR THROUGH THE SERVICE SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THIS TOS.

## **8 LIMITATION OF LIABILITY.**

- 8.1 EXCEPT FOR LIABILITY ARISING FROM (A) A PARTY'S INDEMNIFICATION OBLIGATIONS SET FORTH BELOW (B) A PARTY'S BREACH OF ITS CONFIDENTIALITY OBLIGATIONS PURSUANT TO SECTION 10 OR A BREACH BY COMPANY OF SECTIONS 3.1 OR 3.2, OR (C) A PARTY'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, UNDER NO CIRCUMSTANCES AND UNDER NO LEGAL THEORY (WHETHER IN CONTRACT, TORT, OR OTHERWISE) SHALL COMPANY BE LIABLE TO YOU OR ANY THIRD PARTY FOR (A) ANY INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, CONSEQUENTIAL OR PUNITIVE DAMAGES, INCLUDING LOST PROFITS, LOST SALES OR BUSINESS, LOST DATA, OR (B) FOR ANY DIRECT DAMAGES, COSTS, LOSSES OR LIABILITIES IN EXCESS OF THE FEES ACTUALLY PAID BY YOU IN THE TWELVE (12) MONTHS PRECEDING THE EVENT GIVING RISE TO YOUR CLAIM OR, IF NO FEES APPLY, ONE HUNDRED (\$100) U.S. DOLLARS. THE PROVISIONS OF THIS SECTION ALLOCATE THE RISKS UNDER THIS TOS BETWEEN THE PARTIES, AND THE PARTIES HAVE RELIED ON THESE LIMITATIONS IN DETERMINING WHETHER TO ENTER INTO THIS TOS.
- 8.2 Some states do not allow the exclusion of implied warranties or limitation of liability for incidental or consequential damages, which means that some of the above limitations may not apply to you. IN THESE STATES, COMPANY'S LIABILITY WILL BE LIMITED TO THE GREATEST EXTENT PERMITTED BY LAW.

## **9 Indemnification.**

- 9.1 Company shall defend, indemnify, and hold you harmless from and against any third party claims, actions or demands, including without limitation reasonable legal and accounting fees, arising or resulting from an allegation that your authorized use of the Service infringes any intellectual property rights of a third party. You shall provide notice to Company of any such claim, action or demand. Company reserves the right to assume the exclusive defense and control of any matter which is subject to indemnification under this section. In such case, you agree to cooperate with any reasonable requests assisting Company's defense of such matter. Company's obligation under this section will not apply to claims to the extent arising from (a) your use of the Service in violation of this TOS, (b) modification of the Service by any party other than Company without Company's express consent, or (c) the combination, operation, or use of the Service with other applications, portions of applications, product(s), data or services where the Service would not by itself be infringing. If the Service becomes, or in Company's reasonable opinion is likely to become, the subject of an intellectual property infringement claim, then Company will promptly notify you and, at its sole option and expense, may either: (i) procure the right to continue providing the Service as contemplated by this TOS; (ii) modify the Service to render it non-infringing (provided that such modification does not adversely affect use of the Service); or (iii) replace the Service with a functionally equivalent, non-infringing service. If none of the foregoing options is commercially practicable, then each party will have the right to terminate this TOS.
- 9.2 You shall defend, indemnify, and hold harmless Company from and against any claims, actions or demands, including without limitation reasonable legal and accounting fees, arising or resulting from your breach of this TOS, any of Your Content, or your other access, contribution to, use or misuse of the Service. Company shall provide notice to you of any such claim, suit or demand. Company reserves the right to assume the exclusive defense and control of any matter which is subject to indemnification under this section. In such case, you agree to cooperate with any reasonable requests assisting Company's defense of such matter.

- 10 Confidential Information.** As used herein, "Confidential Information" means, any and all information, regardless of whether it is in tangible form, disclosed by a Party (the "Disclosing Party") to the other Party (the "Receiving Party") that is either (a) marked as confidential or proprietary, (b) identified in writing as confidential or proprietary within thirty (30) days of disclosure, or (c) would be reasonably understood by the Receiving Party as the Disclosing Party's Confidential Information at the time of disclosure. Information shall not be deemed Confidential Information if such information: (i) is known to the Receiving Party prior to receipt from the Disclosing Party directly or indirectly from a source other than one having an obligation of confidentiality to the Disclosing Party; (ii) becomes known (independently of disclosure by the Disclosing Party) to the Receiving Party directly or indirectly from a source other than one having an obligation of confidentiality to the Disclosing Party; (iii) becomes publicly known or otherwise ceases to be secret or confidential, except through a breach of this TOS by the

Receiving Party; or (iv) is independently developed by the Receiving Party without use of or reference to the Confidential Information. Each Receiving Party shall use reasonable measures to protect the secrecy of and avoid disclosure and unauthorized use or reproduction of the other Party's Confidential Information. Confidential Information of the Disclosing Party may be disclosed by the Receiving Party only to: (A) such employees and agents of the Receiving Party as may have a need to know such information in the course of their duties; and (B) legal or financial advisors or potential acquirers of the Receiving Party on a need to know basis, provided, that, in each case, such legal and financial advisors are bound by professional ethical duties and potential acquirers are bound by written confidentiality obligations at least as restrictive as those set forth herein. Confidential Information of the Disclosing Party may also be disclosed by the Receiving Party if required by law or valid order of a court or other governmental authority (provided that the Receiving Party delivers reasonable notice to the Disclosing Party and use commercially reasonable efforts to cooperate with Disclosing Party's attempt to obtain a protective order). Upon written request of the Disclosing Party, the Receiving Party agrees to promptly return to Disclosing Party or destroy all Confidential Information of the Disclosing Party that is in the possession of the Receiving Party.

- 11 Assignment.** Neither party may assign this TOS, or sublicense any of the rights granted therein, in whole or in part, without the prior written consent of the non-assigning party, which consent will not be unreasonably withheld by the non-assigning party. Notwithstanding the foregoing, either party may assign this TOS without such consent to any person or entity controlling, controlled by, or controlled in conjunction with such party or that acquires all or substantially all of the assets and business to which this TOS relates of the assigning party by merger or purchase. Any attempt by either party to assign or transfer any of the rights, duties or obligations of the TOS in violation of the foregoing shall be void.
- 12 Miscellaneous.** If any provision of this TOS is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that this TOS will otherwise remain in full force and effect and enforceable. Both parties agree that this TOS, together with any Order Form (if applicable), 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 TOS, 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 TOS and you do not have any authority of any kind to bind Company in any respect whatsoever. In any action or proceeding to enforce rights under this TOS, the prevailing party will be entitled to recover costs and attorneys' fees. All notices under this TOS 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 email; 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.
- 13 Governing Law.** This TOS shall be governed by the laws of the State of New York without regard to the principles of conflicts of law. Unless otherwise elected by Company in a particular instance, you hereby expressly agree to submit to the exclusive personal jurisdiction of the federal and state courts of the State of New York for the purpose of resolving any dispute relating to your access to or use of the Service.
- 14 Privacy.** Please visit <http://streetlinx.com/privacy> to understand how Company collects and uses personal information. You shall at all times have sole control over the visibility and accessibility of Your Content to other users of the Site or other third parties.
- 15 DMCA.** The Digital Millennium Copyright Act of 1998 (the "DMCA") provides recourse for copyright owners who believe that material appearing on the Internet infringes their rights under U.S. copyright law. Company will promptly process and investigate notices of alleged infringement and will take appropriate actions under the DMCA and other applicable intellectual property laws with respect to any alleged or actual infringement. A notification of claimed copyright infringement should be emailed to Company's Copyright Agent at [copyright@streetlinx.com](mailto:copyright@streetlinx.com) (subject line: "DMCA" Takedown Request"). You may also contact us by mail or email at: [support@streetlinx.com](mailto:support@streetlinx.com)

Attention: Copyright Agent  
StreetLinx Inc  
575 5<sup>th</sup> Ave, 14<sup>th</sup> Floor  
New York, NY 10017

Email: support@streetlinx.com

**Notice:** To be effective, the notification must be in writing and contain the following information:

- an electronic or physical signature of the person authorized to act on behalf of the owner of the copyright or other intellectual property interest;
- a description of the copyrighted work or other intellectual property that you claim has been infringed;
- a description of where the material that you claim is infringing is located on the Site, with enough detail that we may find it on the Site;
- your address, telephone number, and email address;
- a statement by you that you have a good faith belief that the disputed use is not authorized by the copyright or intellectual property owner, its agent, or the law;
- a statement by you, made under penalty of perjury, that the above information in your Notice is accurate and that you are the copyright or intellectual property owner or authorized to act on the copyright or intellectual property owner's behalf.

**Counter-Notice:** If you believe that the relevant Content that was removed (or to which access was disabled) is not infringing, or that you have the authorization from the copyright owner, the copyright owner's agent, or pursuant to the law, to post and use such Content, you may send a written counter-notice containing the following information to the Copyright Agent:

- your physical or electronic signature;
- identification of the content that has been removed or to which access has been disabled and the location at which the content appeared before it was removed or disabled;
- a statement that you have a good faith belief that the content was removed or disabled as a result of mistake or a misidentification of the content; and
- your name, address, telephone number, and e-mail address, a statement that you consent to the jurisdiction of the federal court located within the Northern District of California and a statement that you will accept service of process from the person who provided notification of the alleged infringement.

If a counter-notice is received by the Copyright Agent, Company will send a copy of the counter-notice to the original complaining party informing that person that it may replace the removed content or cease disabling it in 10 business days. Unless the copyright owner files an action seeking a court order against the content provider, member or user, the removed content may be replaced, or access to it restored, in 10 to 14 business days or more after receipt of the counter-notice, at Company's sole discretion.

**Repeat Infringer Policy:** In accordance with the DMCA and other applicable law, Company has adopted a policy of terminating, in appropriate circumstances and at Company's sole discretion, members who are deemed to be repeat infringers. Company may also at its sole discretion limit access to the Site and/or terminate the memberships of any users who infringe any intellectual property rights of others, whether or not there is any repeat infringement.

## 16 Arbitration

16.1 Agreement to Arbitrate: This Section is referred to as the "Arbitration Agreement." You agree that any and all disputes or claims that have arisen or may arise between you and Company, whether arising out of or relating to this Agreement or the Service, shall be resolved exclusively through final and binding arbitration, rather than a court, in accordance with the terms of this Arbitration Agreement, except that you may assert individual claims in small claims court, if your claims qualify. You agree that, by agreeing to this Agreement, you and Company are each waiving the right to a trial by jury or to participate in a class action. Your rights will be determined by a neutral arbitrator, not a judge or jury. The Federal Arbitration Act governs the interpretation and enforcement of this Arbitration Agreement. Notwithstanding the foregoing, this Arbitration Agreement shall not preclude either party from pursuing a court action for the sole purpose of obtaining a temporary restraining order or preliminary injunction in circumstances in which such relief is appropriate; provided that any other relief shall be pursued through an arbitration proceeding pursuant to this Arbitration Agreement.

16.2 Prohibition of Class and Representative Actions and Non-Individualized Relief: You and Company

agree that each may bring claims against the other only on an individual basis and not as plaintiff or class member in any purported class or representative action or proceeding. Unless both you and Company agree otherwise, the arbitrator may not consolidate or join more than one person's or party's claims and may not otherwise preside over any form of a consolidated, representative, or class proceeding. Also, the arbitrator may award relief (including monetary, injunctive, and declaratory relief) only in favor of the individual party seeking relief and only to the extent necessary to provide relief necessitated by that party's individual claim(s).

- 16.3 Pre-Arbitration Dispute Resolution: Company is always interested in resolving disputes amicably and efficiently, and most participant concerns can be resolved quickly and to the participant's satisfaction by emailing Company's support team at support@streetlinx.com. If such efforts prove unsuccessful, a party who intends to seek arbitration must first send to the other, by certified mail, a written Notice of Dispute ("Notice"). The Notice to Company should be sent to Patrick Keneally 575 5<sup>th</sup> Ave, 14<sup>th</sup> Floor, New York, NY 10017 ("Notice Address"). The Notice must (i) describe the nature and basis of the claim or dispute and (ii) set forth the specific relief sought. If you and Company do not resolve the claim within sixty (60) calendar days after the Notice is received, you or Company may commence an arbitration proceeding. During the arbitration, the amount of any settlement offer made by you or Company shall not be disclosed to the arbitrator until after the arbitrator determines the amount, if any, to which you or Company are entitled.
- 16.4 Arbitration Procedures: Arbitration will be conducted by a neutral arbitrator in accordance with the American Arbitration Association's ("AAA") rules and procedures, including the AAA's Commercial Arbitration Rules (collectively, the "AAA Rules"), as modified by this Arbitration Agreement. If there is any inconsistency between any term of the AAA Rules and any term of this Arbitration Agreement, the applicable terms of this Arbitration Agreement will control unless the arbitrator determines that the application of the inconsistent Arbitration Agreement terms would not result in a fundamentally fair arbitration. All issues are for the arbitrator to decide, including, but not limited to, issues relating to the scope, enforceability, and arbitrability of this Arbitration Agreement. The arbitrator can award the same damages and relief on an individual basis that a court can award to an individual under this Agreement and applicable law. Decisions by the arbitrator are enforceable in court and may be overturned by a court only for very limited reasons. Unless you and Company agree otherwise, any arbitration hearings will take place in a reasonably convenient location for both parties with due consideration of their ability to travel and other pertinent circumstances. If the parties are unable to agree on a location, the determination shall be made by AAA. If your claim is for \$10,000 or less, Company agrees that you may choose whether the arbitration will be conducted solely on the basis of documents submitted to the arbitrator, through a telephonic hearing or by an in-person hearing as established by the AAA Rules. If your claim exceeds \$10,000, the right to a hearing will be determined by the AAA Rules. Regardless of the manner in which the arbitration is conducted, the arbitrator shall issue a reasoned written decision sufficient to explain the essential findings and conclusions on which the award is based.
- 16.5 Costs of Arbitration: Payment of all filing, administration, and arbitrator fees (collectively, the "Arbitration Fees") will be governed by the AAA Rules, unless otherwise provided in this Arbitration Agreement. Any payment of attorneys' fees will be governed by the AAA Rules.
- 16.6 Confidentiality: All aspects of the arbitration proceeding, and any ruling, decision, or award by the arbitrator, will be strictly confidential for the benefit of all parties.
- 16.7 Severability: If a court or the arbitrator decides that any term or provision of this Arbitration Agreement other than clause (b) above is invalid or unenforceable, the parties agree to replace such term or provision with a term or provision that is valid and enforceable and that comes closest to expressing the intention of the invalid or unenforceable term or provision, and this Arbitration Agreement shall be enforceable as so modified. If a court or the arbitrator decides that any of the provisions of clause (b) is invalid or unenforceable, then the entirety of this Arbitration Agreement shall be null and void. The remainder of this Agreement will continue to apply.

**17 European Data Protection.** You agree that at any time when you have not accepted the StreetLinx Data Processing Addendum (or when it is not in full force and effect for any other reason), you shall be prohibited from Processing Client Personal Data regulated by EU Data Protection Laws (all capitalized

references shall have the meaning defined in the said Addendum), and shall be obligated to immediately cease and desist from any such processing activities, for as long as the said Addendum is not in full force and effect. You agree to indemnify and hold harmless StreetLinx and its officers, directors, employees, agents, affiliates, successors, and permitted assigns against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind which StreetLinx may sustain as a consequence of the breach by you of your obligation pursuant to this paragraph.