

## **Exhibit A**

### **Applanix PP-RTX and POSPac Go! Addendum**

- 1. Introduction.** This Applanix PP-RTX and POSPac Go! Addendum (“**Addendum**”) applies to your use of Applanix’s PP-RTX or POSPac Go! service (the “**Service**”) with the Software, and supplements the End User License Agreement between you Applanix (the “**Agreement**”) with additional terms specific to the Service. Except as otherwise set forth below, the Service and Output (as defined below) are considered part of the “Software” and remain governed by the Agreement.
- 2. The Service.** The Service is a software-as-a-service offering that receives approximate position information submitted through your use of the Software as Customer Data, and returns Output that can be used within the Software for post-processing. Applanix will provide you with access to the Service during the access term set forth in the applicable Order Form for the Service (or, if no access term is specified, 6 months from the effective date of the Order Form).
- 3. Customer Data.** You grant Applanix the non-exclusive, worldwide right to use, copy, store, transmit, display, modify and create derivative works of Customer Data to provide the Service, support and maintenance, and any Professional Services to you under the Agreement. Applanix may store and process Customer Data in the United States or in other countries in which Applanix, its affiliates and their respective subcontractors maintain facilities. Applanix uses reasonable technical and organizational measures designed to protect the Service and Customer Data.
- 4. Customer Obligations.**

  - 4.1. Generally. You are responsible for your Customer Data, including its content and accuracy, and agree to comply with Laws in using the Service. You represent and warrant that you have made all disclosures and have all rights, consents and permission necessary to use your Customer Data with the Service and grant Applanix the rights in Section 3 (Customer Data) of this Addendum, all without violating or infringing Laws, third-party rights (including intellectual property, publicity or privacy rights) or any terms or privacy policies that apply to the Customer Data.
  - 4.2. Prohibited Data. You must not use the Service with Prohibited Data. You acknowledge that the Service is not intended to meet any legal obligations for these uses, including HIPAA requirements, and that Applanix is not a Business Associate as defined under HIPAA. Notwithstanding anything else in the Agreement, Applanix has no liability for Prohibited Data.
  - 4.3. Additional Restrictions. As a condition on your license rights in the Agreement, you will not (and will not allow any third party to): (a) access the Service through any means other than the Software; (b) test the performance, bandwidth or capacity of, or otherwise interfere with or disrupt the integrity or performance of the Service; (c) transmit any viruses, illegal content or other harmful materials to the Service; (d) copy, store or cache any Output other than as strictly necessary for your authorized use of the Software; (e) comingle, aggregate, match or associate the Output with any other data; or (f) use the Output for machine learning or for any competitive purpose.
  - 4.4. Indemnification. You will indemnify, defend and hold harmless Applanix from and against any and all third-party claims, costs, damages, losses, liabilities and expenses arising out of or in connection with any Customer Data or your breach or alleged breach of Sections 4.1 (Generally), 4.2 (Prohibited Data) or 4.3 (Additional Restrictions) of this Addendum. The foregoing obligation is subject to you receiving: (i) prompt written notice of such claim (but in any event notice in sufficient time for you to respond without prejudice); (ii) the exclusive right to control and direct the investigation, defense or settlement of such claim; and (iii) all reasonably necessary cooperation of Applanix at your expense.
- 5. Aggregated Anonymous Data.** You agree that Applanix and its affiliates may use, process, manipulate, modify, copy, publicly perform and display, compile and create derivative works from Customer Data and any other data related to the Service, including, but not limited to, using such data for any internal business purpose, and for the improvement, support and operation of the Service, and/or the development of other products or service capabilities. You hereby acknowledge and agree that Applanix and its affiliates may disclose to third parties aggregate data derived from Customer Data or from any other data related to the Service, so long as such aggregate data is not personally identifiable with respect to you. Further, all service data, usage data and other data that does not identify you and any data that is derived from the Customer Data and all data, reports, derivative works, compilations, modifications and other materials created by Applanix from or with use of such data will be, in each case, the sole and exclusive property of Applanix; and you hereby assign all of your right, title and interest, if any, in and to such items to Applanix without any fees and without rights to future royalties.
- 6. Throttling and Suspension.** Applanix may suspend or limit your access to the Service if you breach Section 4 (Customer Obligations) of this Addendum or Section 2.4 of the Agreement, if your account is thirty (30) days or more overdue or if your actions risk harm to other customers or the security, availability or integrity of the Service. Where practicable, Applanix will use reasonable efforts to provide you with prior notice of the suspension or limitation. If Applanix determines in its reasonable discretion that you have resolved the issue requiring suspension or limitation, it may restore your access to the Service in accordance with the Agreement.

**7. Additional Disclaimers.** IN ADDITION TO THE DISCLAIMERS IN SECTION 6.3 (DISCLAIMER OF WARRANTIES) OF THE AGREEMENT, WHICH APPLY FULLY TO THE SERVICE AND ANY OUTPUT, APPLANIX DOES NOT WARRANT THAT YOUR USE OF THE SERVICE WILL BE UNINTERRUPTED OR ERROR-FREE, THAT IT WILL REVIEW CUSTOMER DATA FOR ACCURACY OR THAT IT WILL MAINTAIN CUSTOMER DATA WITHOUT LOSS. APPLANIX IS NOT LIABLE FOR DELAYS, FAILURES OR PROBLEMS INHERENT IN USE OF THE INTERNET AND ELECTRONIC COMMUNICATIONS OR OTHER SYSTEMS OUTSIDE APPLANIX'S CONTROL.

**8. Limitation of Liability.** Section 9.1 of the Agreement will not apply to you with respect to any claim arising under Section 4 (Customer Obligations) of this Addendum. All other limitations and disclaimers of liability in the Agreement apply fully to the Service and your use thereof.

**9. Term and Termination.** Either party may terminate this Addendum under the same terms set forth for termination of the Agreement in Section 5.1 (Term) of the Agreement, and any such termination will result in termination of the Agreement and all Order Forms. Unless earlier terminated, this Addendum will automatically expire upon expiration of your access term for the Service, and you will cease any and all use of and access to the Service upon any expiration or termination of this Addendum.

**10. General.** This Addendum constitutes a binding supplement to the Agreement executed in writing by a duly authorized representative of each party under Section 14.5 (Amendments; Waivers) of the Agreement. Capitalized terms not defined in this Addendum have the meanings given to them in the Agreement. This Addendum will control in event of a conflict with the Agreement relating to the Service.

**11. Definitions.**

**"Customer Data"** means any data, content or materials that you submit to the Service using the Software.

**"HIPAA"** means the Health Insurance Portability and Accountability Act (as amended and supplemented).

**"Laws"** means all relevant local, state, federal and international laws, regulations and conventions, including those related to data privacy and data transfer, international communications and export of technical, personal or geolocation data.

**"Output"** means any correction data returned by the Service.

**"Prohibited Data"** means any (a) special categories of data enumerated in European Union Regulation 2016/679, Article 9(1) or any successor legislation, (b) patient, medical or other protected health information regulated by HIPAA, (c) credit, debit or other payment card data subject to the Payment Card Industry Data Security Standards (PCI DSS), (d) other information subject to regulation or protection under specific Laws such as the Children's Online Privacy Protection Act or Gramm-Leach-Bliley Act (or related rules or regulations), (e) social security numbers, driver's license numbers or other government ID numbers or (f) any data similar to the above protected under foreign or domestic Laws.