

Last Modified Date: April 1st, 2021.

These Terms of Service ("Agreement") are a legally binding agreement between the user or subscriber of the Services ("User" or "you") and Geojet Inc., a Delaware corporation with its principal place of business at 919 North Market Street, Suite 950 Wilmington, DE 19801 USA ("Geojet", "we" or "us"). By registering for the Services or by accessing or using the Services or Website, you acknowledge that you have read, understood, and agree to be bound by the terms of this Agreement. If you are entering into this Agreement on behalf of a business or other legal entity, you represent that you have the authority to bind such entity to this Agreement, in which case the terms "User", "you" or "your" shall refer to such entity. If you do not have such authority, or if you do not agree with the terms of this Agreement, you must not accept this Agreement and may not use the Services. You acknowledge that this Agreement is a contract between you and Geojet, even though it is electronic and is not physically signed by you, and it governs your use of the Services.

PLEASE READ THESE TERMS OF SERVICE CAREFULLY. IF YOU DO NOT AGREE WITH THESE TERMS, YOU MAY NOT REGISTER FOR OR USE THE SERVICES.

1. SERVICES

1.1. Definition. The "Services" consist of a suite of online marketing and management tools for online presence management.

1.2. Updates; Additional Services. The Services include all updates, modifications and enhancements thereto that Geojet elects to make generally available to its users of the Services at no additional charge ("Updates"). All Updates shall be subject to the terms of this Agreement. You may subscribe to additional products and services from Geojet, which shall be subject to the terms of this Agreement, including any supplementary terms made applicable to such additional products and services, or to separate terms and conditions to be accepted by you prior to subscribing to such additional products and services.

2. USE OF SERVICES

2.1. Visitors and Users. You can visit the Website in a visitor (non-registered) capacity; provided, to use the Services, you must register as either a paid or unpaid User. As an unpaid User, you will have access only to certain limited functionality within the Services that Geojet elects to make available on an unpaid trial or free basis ("Unpaid Services"). As a paid User you will have access to certain additional features, which may include, without limitation, reporting and the ability to save your preferences and other settings ("Paid Services").

2.2. Right to Use Services. Subject to the terms and conditions of this Agreement, Geojet hereby grants you permission to access and use the Services and the Website solely for your own internal business purposes in accordance with this Agreement and the limitations of the subscription plan that you select when subscribing to the Services ("Subscription Plan"), which may be found at <https://geojet.io> or another URL that we designate. You represent and warrant that: (a) all registration information you submit is truthful and accurate; (b) you will maintain the accuracy of such information;

(c) you are at least 18 years of age and have the capacity and authority to enter into this Agreement; and (d) your use of the Services does not and will not violate any applicable law or regulation. If you are under 18, you may not register or attempt to register for the Services.

- 2.3. Restrictions.** You may not, directly or indirectly, (a) sublicense, resell, rent, lease, transfer, assign, time share or otherwise commercially exploit or make the Services or any portion thereof available to any third party; (b) use the Services for any purpose or in any manner that is unlawful (including without limitation in violation of any data, privacy, anti-bribery or export control laws) or is prohibited by this Agreement; (c) read or attempt to read or derive the source code of the Services or the software underlying the Services (except as permitted by law); (d) work around any technical limitations in the Services; (e) interfere or attempt to interfere with or disrupt the integrity, security, functionality or performance of the Services or its components; (f) use the Services in any manner that damages or impairs the Website or interferes with any other party's use of the Services; (g) modify, translate, adapt, create or attempt to create any derivative works of the Services; (h) access the Services if you are a competitor of ours or use the Services to build a similar or competitive work; (i) hack or otherwise attempt to gain unauthorized access to the Services or its related systems or networks; or (j) use or launch any automated system, including, "robots," "spiders," or "offline readers," that sends more request messages to our servers in a given period of time than a human can reasonably produce in the same period by using a conventional browser.
- 2.4. Access to Beta Versions.** Geojet may provide you with access to new functionality, tools, resources and related information which are not yet generally available to our users ("Beta Version"). Geojet may suspend, limit or terminate access to a Beta Version at any time. You agree that Beta Versions are the confidential information of Geojet and not to disclose any information about any Beta Version to any third party or use the Beta Version other than for your internal testing and evaluation purposes and otherwise in accordance with this Agreement. You agree that Geojet is under no obligation to make any portion of any Beta Version generally available in a new release of the Services and that Geojet makes no representations or warranties, whether express or implied, with respect to the performance, availability, functionality or general release of any Beta Version.
- 2.5. Promotional Giveaways.** From time to time we may offer promotional giveaways of the Services, subject to the specific rules that we will announce at the time of any such promotional giveaway. You are solely responsible for any and all income tax consequences that may arise out of any such giveaway and you agree that any winnings are conditioned upon your submission to us of all duly completed tax forms required by applicable law.
- 2.6. Privacy.** By using the Services, you authorize us to obtain, process, store, use and transmit your personal data in accordance with our Privacy Policy, which forms an integral part of this Agreement. You acknowledge that the Services have not been designed to process or manage sensitive information and you agree not to use the Services to collect, manage or process sensitive information. We will not have, and we specifically disclaim, any liability that

may result from your use of the Services to collect, process or manage sensitive information.

3. REGISTRATION AND ACCOUNT

3.1. Registration. To register as a User you must create a user account ("User Account") by following the registration procedures and instructions set forth on the Website. To access the functionality within the Paid Services, you will be required to provide billing details. Each User Account is intended and designed for use by an individual user, unless otherwise stated in your Subscription Plan. If your Subscription Plan includes multiple users ("Authorized Users"), you may give access to your User Account only to that number of Authorized Users as specified in your Subscription Plan, provided that each Authorized User agrees to comply with this Agreement. As a User of Paid Services, you can add Authorized Users to your User Account by sending a request via email to: legal@geojet.io or through your User Account and paying the applicable fees for the additional Authorized Users as described on the Website. If Geojet detects repeated accesses to the same User Account from various locations, devices, IP addresses in excess of the limits covered by your Subscription Plan, Geojet may immediately suspend or terminate such User Account in its sole discretion. Except as permitted by Geojet, User Accounts are not transferable.

3.2. User Responsibilities. You are solely responsible for (a) each Authorized User's compliance with the terms of this Agreement; (b) maintaining accurate account information at all times, including a valid email address and billing information, if applicable, and updating such information as necessary; and (c) obtaining, maintaining and supporting at your own expense all hardware, software and services necessary to access the Services, including, but not limited to, internet service providers, telecommunications providers, web browsers. You are also responsible for maintaining the security of all of your User Accounts, including, but not limited to, your User login, password and API key, and for all activity occurring under your User Accounts. The API key is a form of access token provided by Geojet and can only be associated with one User Account.

4. FEES AND PAYMENT

4.1. Fees. Users of Paid Services will be charged the fees set forth in the relevant Subscription Plan or as otherwise agreed with Geojet in a written ordering document or other writing signed by Geojet and you (the "Fees"). You agree to pay the Fees monthly or annually in advance according to your Subscription Plan, or as otherwise agreed between you and us, by credit card or another payment method accepted on the Website. If you decide to pay for the Services according to the invoice(s), you agree to pay all undisputed invoices within thirty (30) days, unless otherwise mutually agreed between you and us in writing. You agree that we may charge interest of 1.5% per month for past due invoices, or the highest rate permitted by law, and you are liable for reasonable attorney fees and collection costs arising from our efforts to collect on past due amounts. If you fail to pay an invoice, we reserve the right to cancel your subscription and access to the Services, and any data

associated with your subscription or the Services. You can access the details of your Subscription Plan, including any prepaid amounts, by accessing your User Account. Any bank fees and charges shall be borne solely by you. Except as otherwise set forth in our Cancellation and Refund Policy. If you demonstrate a pattern of repeated registrations for paid Services followed by cancellation and request for refund, we may, in our sole discretion, withhold further registrations and/or refuse further refund.

4.2. Taxes. All Fees are exclusive of taxes, which we will charge as applicable. You agree to pay any taxes applicable to your use of the Services, other than taxes based upon our gross revenues or net income. If you are located in the European Union, all Fees are exclusive of any VAT and you represent that you are registered for VAT purposes in your member state. At our request, you will provide us with the VAT registration number under which you are registered in your member state. If you do not provide us with a VAT registration number prior to your transaction being processed, we will not issue refunds or credits for any VAT that was charged. If you are subject to GST, all Fees are exclusive of GST. If you are required to deduct or withhold any tax, you must pay the amount deducted or withheld as required by law and pay us an additional amount so that we receive payment in full as if there were no deduction or withholding.

4.3. Change in Fees. We reserve the right to monitor the number of Users using your User Account. You agree to pay the additional Fees if you exceed the limits of your Subscription Plan. You also agree to pay the Fees applicable to any additional Services you add or any changes you make to your Subscription Plan during your subscription term. Such additional Fees will become effective as of the date of such addition or change and may not be decreased during the term of your Subscription Plan. If you are a User of Paid Services, we may change the Fees and introduce new charges applicable to your use of the Services, which (unless otherwise agreed in writing with Geojet) will become effective as of the first day of the renewal of your subscription term. We may increase the Fees upon notice if we make changes in the Services at your request.

5. OWNERSHIP AND INTELLECTUAL PROPERTY

5.1. Proprietary Rights. You agree that all rights, title, and interest in and to the Website, Services, the technology underlying each of them, all modifications and any work product we create relating thereto, and all intellectual property rights in each of the foregoing, including, without limitation, patent, copyright, trademark, database rights, moral rights, rights in know-how and trade secrets (and any licenses in connection with any of them) throughout the world, whether or not registered or capable of registration, and whether subsisting in any specific country or countries or any other part of the world, are and will remain the sole and exclusive property of Geojet, its licensors or affiliates. Except for access to the Services, no other rights are granted to you with respect to the Website or Services. Geojet reserves all rights not expressly granted in this Agreement.

5.2. Geojet Marks. Geojet® and all other Geojet marks (the “Geojet Marks”) are the trademarks or service marks of Geojet or its affiliate. All other marks and

logos are property of their respective owners. You may not use the Geojet Marks, including in metatags or any “hidden text”, without our prior written permission. You may not use Geojet Marks in any manner that disparages Geojet or its products or services or portrays Geojet in a false, competitively adverse or poor light. Your use of Geojet Marks is subject to the usage guidelines made available by Geojet from time to time. You agree not to contest the ownership of the Geojet Marks or to register or attempt to register any confusingly similar mark in any jurisdiction for any reason.

5.3. Attribution. You hereby agree to our use of your name, logo and other proprietary marks for promotional, informational and advertising purposes. You may revoke your consent by sending a request to legal@geojet.io

5.4. Feedback. You are under no obligation to give Geojet any ideas, suggestions, comments or other feedback related to the Website, the Services, or Geojet (“Feedback”). If you elect to provide any Feedback, you agree that all such Feedback is non-confidential and that we own all rights to use and incorporate such Feedback into the Services, or any other product or service, without payment or attribution to you.

5.5. Claims of Copyright Infringement. If you believe that your work has been used related to the Website or Services in a way that constitutes copyright infringement, or your intellectual property rights have been otherwise violated, please notify Geojet at legal@geojet.io. You must provide all of the following in writing: identify the copyrighted work that you claim has been infringed (or if multiple copyrighted works, then a representative list of such works); identify the content on the Website or Services that you claim is infringing with enough detail so that Geojet may locate it; your statement that you have a good-faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law; your statement declaring that the notification is accurate, and, under penalty of perjury, that you are the exclusive owner of the copyright interest involved or that you are authorized to act on behalf of the exclusive owner; information reasonably sufficient to permit Geojet to contact you, i.e. address, telephone number, and email address; and your physical or electronic signature. On receiving the notification containing all of the information set forth above, Geojet will take whatever action, in its sole discretion, it deems appropriate, which may include notification to the alleged infringer, removal of the disputed use from the Website or Services or termination of the posting account.

6. TERM; TERMINATION

6.1. Term. Unless otherwise stated by Geojet in writing, this Agreement starts from the first day you visit the Website and remains in effect for as long as you access or use the Geojet Services or the Website.

6.2. Subscription Term and Renewal. If you are a User of Paid Services, your initial subscription term will be specified in your Subscription Plan and, unless otherwise agreed by Geojet in writing, your subscription will automatically renew for the same period on the then-current terms. You may prevent renewal of the subscription by sending us a notice of non-renewal to legal@geojet.io before the last day of your then-current subscription term.

- 6.3. Subscription Cancellation by You.** You may cancel your subscription at any time according to the terms of our Cancellation Policy by sending written notice of cancellation to legal@geojet.io and providing the information requested in the Cancellation Policy.
- 6.4. De-Registration.** You may delete your User account at any time by sending a request to legal@geojet.io. If you delete your User account, Geojet may delete all your data and information stored on Geojet servers and Geojet will bear no responsibility for the deletion or loss of such data or information. Even if you delete your User account, you agree to pay all Fees incurred prior to de-registration until paid in full.
- 6.5. Termination for Cause.** Either party may terminate this Agreement for cause, as to any or all Services: (i) upon thirty (30) days' notice to the other party of a material breach if such breach remains uncured at the expiration of such notice period, or (ii) immediately, if the other party becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, cessation of business, liquidation or assignment for the benefit of creditors. We may also terminate this Agreement for cause on thirty (30) days' notice if we determine that you are acting, or have acted, in a way that has or may negatively reflect on or affect us, our prospects, or our customers. If you terminate this Agreement for cause, we will promptly refund any prepaid but unused Fees covering use of the Services after the effective date of termination. If we terminate this Agreement for cause, you will promptly pay all unpaid Fees due through the end of the applicable subscription term.
- 6.6. Suspension.** Geojet reserves the right to monitor compliance with this Agreement. Geojet may, without prejudice to our rights under this Agreement or applicable law, suspend any or all of the Services, effective immediately upon notice (which may be electronic) if (a) Geojet determines in good faith that your use of the Services violates any applicable law, the terms of this Agreement or the rights of any third party; (b) we are prohibited by court order or order of another governmental authority from providing access to the Services; or (c) we reasonably determine that the Services are being used for any abusive, illegal or fraudulent activity that the Services are subject to a security incident, denial of service attack, or other event that impacts the security of the Services or any Content. Such suspension may apply to specific jurisdictions, lines of business, a specific customer or customers, or a group of users. If you are a User of Paid Services, Geojet will use commercially reasonable efforts to give you thirty (30) days after notice of suspension to back up your data stored in the Services, after which we may remove it entirely from our servers. If you have any amounts due that remain unpaid for ten (10) days following your receipt of notice of non-payment, or if we are unable to process payment through your billing account on record, we may suspend your access to any or all of the Services, provided we will not suspend the portion of the Services for which you are disputing the applicable charges reasonably and in good faith and are cooperating diligently to resolve the dispute. If the Services, or portion thereof, are suspended for non-payment, we may charge a re-activation fee to reinstate the Services. Nothing in this section limits our right to terminate this Agreement for cause as outlined above.

- 6.7. Suspension and Termination of Unpaid Services.** We may suspend, limit, or terminate Unpaid Services for any reason at any time without notice. We may terminate your subscription to the Unpaid Services due to your inactivity.
- 6.8. Effect of Termination.** Upon expiration or termination of this Agreement, including by your cancellation, or if you de-register your User account, all rights of the User with respect to the use of the Services shall terminate immediately. User acknowledges and agrees that Geojet may erase all User data and information stored on Geojet servers within reasonable period of time (not less than thirty (30) days) following expiration or termination of the Agreement or de-registration of your User account, provided that Geojet may retain copies of such data and information to the extent required by law, for archival purposes or as created by automatic computer backup and archived as part of normal computerized archiving systems, maintaining necessary technical and organizational measures.
- 6.9. Survival.** Upon any termination of this Agreement for any reason, all provisions regarding indemnification, warranty, liability and limits thereon, and any provisions which expressly or by their nature are required to survive such termination in order to achieve their purpose, shall so survive until it shall no longer be necessary for them to survive in order to achieve their purpose.

7. WARRANTY DISCLAIMER & LIMITATION OF LIABILITY

- 7.1. Disclaimer.** EXCEPT WHERE PROHIBITED BY LAW, THE SERVICES AND THE WEBSITE ARE PROVIDED “AS-IS” AND “AS AVAILABLE” AND WE EXPRESSLY DISCLAIM ANY WARRANTIES AND CONDITIONS OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING THE WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, QUIET ENJOYMENT, ACCURACY, AND NON-INFRINGEMENT. WE MAKE NO WARRANTY THAT THE SERVICES OR THE WEBSITE (A) WILL MEET YOUR REQUIREMENTS; (B) WILL BE AVAILABLE ON AN UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE BASIS; (C) WILL BE APPROPRIATE OR AVAILABLE FOR USE IN ALL LOCATIONS; OR (D) WILL BE ACCURATE, RELIABLE, FREE OF VIRUSES OR OTHER HARMFUL CODE, COMPLETE, LEGAL, OR SAFE. WE FURTHER MAKE NO WARRANTIES OR REPRESENTATIONS REGARDING THE ACCURACY OR COMPLETENESS OF THE CONTENT ON ANY SITES TO WHICH THE WEBSITE OR SERVICES ARE LINKED.
- 7.2. Limitation of Liability.** With the exception of any indemnification obligations stated herein, in no event will either party and its respective affiliates, officers, directors, employees, or agents be liable for any indirect, incidental, special, punitive, or consequential damages or loss of profits, revenue, data or business opportunities arising out of or related to this agreement, whether an action is in contract or tort and regardless of the theory of liability whatsoever arising from or related to either this
- 7.3. Warranty Disclaimer With Regard To Third Party Sites, Third Party Services and Products.** Geojet and its affiliates disclaim any liability with respect to any Third Party Sites and any Third Party Services and Products that you use and for any claim arising out of Geojet’s authorized use of your.

8. INDEMNITY

You agree to defend, indemnify and hold harmless Geojet and its officers, directors, employees and agents, from and against any and all claims, damages, obligations, losses, liabilities, costs or debt, and expenses (including but not limited to attorney's fees) arising from (a) your breach or other violation of this Agreement, (b) your Content, (c) your use of and access to the Services and the Website, or (d) your violation of applicable law or any third party right, including without limitation any privacy, intellectual property or other proprietary right. This defense and indemnification obligation will survive the termination of this Agreement and your use of the Services and the Website. Geojet 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 Geojet's defense of such matter.

9. EXPORT RESTRICTIONS

Exports, re-exports, and transfers of Geojet products and services, including technology, software (including source code), commodities, technical data, related technology, and the direct products thereof, including the Website and the Services (the "Geojet Items") are subject to U.S. export and sanctions laws and regulations, including those administered by the Commerce Department's Bureau of Industry and Security under its Export Administration Regulations, the Treasury Department's Office of Foreign Assets Control under its economic sanctions regulations, and other applicable export and sanctions laws, restrictions and regulations of any U.S. and non-U.S. government agencies or authority ("Applicable Export Laws"). You may not access, download, distribute, use, export, re-export, release, or otherwise transfer the Geojet Items in violation of any Applicable Export Laws. You agree to comply with all Applicable Export Laws and not to directly or indirectly provide or otherwise make available the Geojet Items in violation of any such Applicable Export Laws, or without all necessary approvals, including, without limitation, for the development, design, manufacture, or production of nuclear, chemical, or biological weapons of mass destruction nor will you use the Geojet Items for a military end-use or a military end-user in China, Russia or Venezuela. The Geojet Items may not be downloaded or otherwise provided or made available, either directly or indirectly, (i) in Cuba, Iran, North Korea, Syria, Crimea region of Ukraine, or any other country subject to U.S. trade sanctions, to individuals or entities controlled by such countries, or to nationals or residents of such countries other than nationals who are lawfully admitted permanent residents of countries not subject to such sanctions; or (ii) to anyone on the U.S. Treasury Department's list of Specially Designated Nationals and Blocked Persons or the U.S. Commerce Department's Table of Denial Orders. By agreeing to this Agreement, you agree to the foregoing and represent and warrant that you are not located in, under the control of, or a national or resident of any such country or on any such list and that you will not share the Geojet Items with anyone whose status is described in items (i) or (ii) above.

10. GENERAL PROVISIONS

- 10.1. Confidentiality.** All confidential information disclosed by a party ("Disclosing Party") to the other party ("Receiving Party"), whether orally or in writing, that is designated in writing as confidential ("Confidential Information") will be safeguarded by the Receiving Party to the same extent that the Receiving Party safeguards its own information of like kind, but using not less than a reasonable degree of care. The Receiving Party shall not use Confidential Information for any purpose outside the scope of this Agreement or disclose Confidential Information to any third party (except as explicitly stated in our Privacy Policy). The Receiving Party's obligations under this section shall not apply to information which is publicly available through no fault of the Receiving Party, already in Receiving Party's possession without obligation of confidentiality, rightfully obtained by Receiving Party from third parties not under obligation of confidentiality, or independently developed by Receiving Party as evidenced by written documentation. If the Receiving Party is requested pursuant to a court or government order to disclose Confidential Information, the Receiving Party will give the Disclosing Party written notice (if not legally prohibited from doing so) sufficient to enable the Disclosing Party to seek protective order and the Receiving Party will cooperate with the Disclosing Party in such effort.
- 10.2. Governing Law and Jurisdiction.** If you are located in the European Economic Area (EEA), Switzerland or the United Kingdom, this Agreement is governed by the laws of the Republic of Ireland and jurisdiction and venue shall be Dublin, Ireland. If you are located within North America, South America or in a country other than in the EEA, Switzerland or the United Kingdom, or if you are using only Unpaid Services, this Agreement is governed by the laws of the Commonwealth of Massachusetts, U.S.A. and jurisdiction and venue shall be the Commonwealth of Massachusetts. Governing law is without regard to any conflicts of law principles. The United Nations Convention on Contracts for the International Sale of Goods will not apply to this Agreement.
- 10.3. Notices.** Notices to you shall be given to the email address on file associated with your account. To change the email address on file in your account, you must notify Geojet at legal@geojet.io You agree to receive communications from us in an electronic form. All notices to you will be deemed received when sent. We may, but are not obligated to, provide communications in paper format. Notices to us shall be given to legal@geojet.io
- 10.4. Entire Agreement.** This Agreement is the entire agreement between you and Geojet concerning your use of the Website and the Services and supersedes all other proposals and agreements, whether in oral, written or electronic form. In the event of any conflict between the terms of this Agreement and the terms on the Website or any other document, the terms of this Agreement shall prevail. No terms in any purchase order or in any order documentation are incorporated into or form any part of this Agreement. If you have ordered the Services through our reseller, the terms of this Agreement shall apply to the exclusion of all other varying terms and conditions. Resellers are not authorized to make any promises or commitments on our behalf, and we are

not bound by any obligations to you other than what we specify in this Agreement.

- 10.5. Changes.** WE MAY CHANGE THE TERMS OF THIS AGREEMENT FROM TIME TO TIME BY POSTING THE UPDATED AGREEMENT ON THE WEBSITE.
- 10.6. Languages.** You agree that this Agreement is written in the English language and that the English language version of this Agreement and any related document (including notices) shall prevail. Notwithstanding the foregoing, if you are located in a country whose laws require that contracts be in the local language in order to be enforceable, then the version of this Agreement that governs is the local language version that is produced by Geojet within a reasonable time following your written request to us.
- 10.7. No Waiver.** No failure or delay by Geojet to exercise any right or remedy will be a waiver of such right or remedy or any other right or remedy. A waiver on one occasion will not be a waiver of any right or remedy on any future occasion.
- 10.8. Severability.** If any provision of this Agreement is found by any court or other authority of competent jurisdiction to be invalid, unenforceable or illegal, this shall not impair the operation of this Agreement or affect the other provisions which are valid.
- 10.9. Relationship of the Parties.** This Agreement does not create or imply any agency, partnership or franchise relationship. Nothing in this Agreement, express or implied, is intended to or shall confer on any third party any right, benefit or remedy of any nature whatsoever.
- 10.10. No Third Party Beneficiaries.** Nothing in this Agreement is intended to or shall confer upon any person other than the parties and their respective successors and permitted assigns any legal or equitable right, benefit or remedy of any nature under or by reason of this Agreement.
- 10.11. U.S. Government End Users.** The Services and its underlying software are commercial computer software developed at private expense as defined in FAR 2.101 or DFAR 252.227-7014. If you are an agency, department or other entity of the U.S. Government, the use, duplication, reproduction, release, modification, disclosure or transfer of the software or any technical data is restricted only to those rights customarily provided to the public as set forth in this Agreement.