

## BSquare DataV Master Subscription Agreement

THIS BSQUARE DATAV MASTER SUBSCRIPTION AGREEMENT (“MSA”) SETS FORTH THE STANDARD TERMS APPLICABLE TO THE DATAV HOSTED APPLICATIONS AND RELATED MATERIALS PROVIDED TO CUSTOMER BY BSQUARE CORPORATION (“BSQUARE”). CUSTOMER’S AUTHORIZED REPRESENTATIVE SHOULD CAREFULLY READ THE TERMS OF THE MSA BEFORE SIGNING A SERVICE ORDER. BY SIGNING A SERVICE ORDER, CUSTOMER’S AUTHORIZED REPRESENTATIVE CONFIRMS THAT HE OR SHE HAS READ THIS MSA, IS AUTHORIZED TO ENTER INTO THIS MSA AND ANY RELATED AGREEMENTS ON BEHALF OF CUSTOMER, AND THAT CUSTOMER ACCEPTS AND AGREES TO ALL THE TERMS AND CONDITIONS SET FORTH IN THIS MSA. NOTWITHSTANDING ANY DIFFERENT OR ADDITIONAL TERMS CUSTOMER MAY REFERENCE OR PROVIDE, BSQUARE’S OFFER OR ACCEPTANCE (AS APPLICABLE) TO ENTER INTO AN AGREEMENT WITH CUSTOMER WITH RESPECT TO BSQUARE APPLICATIONS AND SERVICES IS EXPRESSLY LIMITED TO THIS MSA AND CONDITIONED ON CUSTOMER’S ASSENT HERETO.

### 1 Definitions

1.1 “Affiliate” means any entity owned or controlled by, owning or controlling, or under common ownership or control with Customer.

1.2 “BSquare Licensed Materials” means any specifications, code, documents, data, software, software development kits, libraries, application programming interfaces, applications, services and other information, technology, and related materials that BSquare provides or makes available to Customer in connection with the Subscription Services.

1.3 “Customer Content” means the data, information and materials processed and/or stored by the Applications hereunder (including certain of Customer’s Confidential Information and the Protected Data), other than information and materials provided by BSquare.

1.4 “Contract Volume” or “Usage Limit” means the maximum number of relevant units of telemetry messages that a customer can send per month, as specified in the applicable Service Order. In addition to the Usage Limit specified in the applicable Service Order, the following monthly Usage Limit shall be in effect unless the applicable Service Order specifies an increase: 5,000,000 messages.

1.5 “Customer” means the legal entity signing this MSA, and any Affiliate entering into a Service Order pursuant to section 2.4 for purposes of such Service Order.

1.6 “Customer Interface Elements” means any Customer-provided software or other materials inserted in or added to the Hosted Application’s user interface, including but not limited to (i) header, footer, left and/or right sidebars and (ii) text, graphic files, and cascading style sheets.

1.7 “Customer Users” means the individuals authorized by Customer to access and/or use the Hosted Applications on behalf of Customer.

1.8 “Documentation” means any manuals, instructions or other documents or materials that BSquare provides or makes available to Customer in any form or medium and which describe the functionality, components, features or requirements of the Hosted Applications or BSquare Licensed Materials, including

any aspect of the installation, configuration, integration, operation, use, support or maintenance thereof.

1.9 “End Users” means individuals or third parties, other than Customer Users, who access and/or participate in Customer’s Customer Communities.

1.10 “Hosted Applications” means the hosted software applications, user interfaces (other than Customer Interface Elements) to which BSquare provides Customer access pursuant to a Service Order.

1.11 “include/including” means including but not limited to / including without limitation.

1.12 “Professional Services” means custom-scoped services provided to Customer on a one-time basis (rather than on a continuing or recurring basis), which will be delivered under a separate professional services agreement.

1.13 “Protected Data” means any Customer Content that is personally identifiable.

1.14 “Services” means all services generally made available by BSquare to its customers.

1.15 “Service Order” means the order issued by Customer and signed by Customer and BSquare for Subscription Services, on BSquare’s form, subject to the terms and conditions set forth in this MSA.

1.16 “SLA” means all service level agreements that BSquare offers with respect to the Subscription Services, as they may be updated by BSquare from time to time.

1.17 “Subscription Duration” is the period specified in the applicable Service Order during which BSquare shall provide the Subscription Services.

1.18 “Subscription Start Date” shall be defined in the applicable Service Order.

1.19 “Subscription Services” means a predefined combination of Hosted Applications, hosting and support provided by BSquare to its customers on a subscription basis for recurring fees.

1.20 “Users” means collectively End Users and Customer Users.

### 2 Services

2.1 Subscription Services. BSquare shall provide Customer with the Subscription Services described in a Service Order in accordance with the terms and conditions of this MSA and the applicable Service Order during the Subscription Duration and any renewals thereof. Each Service Order will become a part of and be governed by the terms of this MSA. Any conflict between the terms of this MSA and a Service Order will be resolved in favor of the Service Order if the Service Order explicitly states that it is intended to modify the conflicting terms of this Agreement.

2.2 Implementation Services. BSquare shall configure and implement the Subscription Services pursuant to meet the service specifications (“Implementation Services”). Implementation Services will be limited to basic account setup and incorporation of any Customer Interface Elements. Additional customization or modifications to the Subscription Services will require BSquare and Customer to enter into a separate agreement for Professional Services.

2.3 Affiliates. Any Affiliate may enter into a Service Order with BSquare that references this MSA. In such case, for purposes of any such Service Order, “Customer” as used in this MSA shall be understood to mean the Affiliate signing the respective Service Order.

### 3 Ownership; Grant of Rights; License Restrictions

#### 3.1 No Intellectual Property Assignment or Implied Licenses.

The parties acknowledge and agree that no ownership interest in intellectual property or other rights is assigned or otherwise transferred under this MSA, and disclaim any and all implied licenses. Except for the licenses expressly granted in this Section 3 and Section 5, as between the parties, Customer retains all rights, title and interest in the Customer Content and Customer Interface Elements, and BSquare retains all rights, title and interest in the Hosted Applications and BSquare Licensed Materials, including any intellectual property rights therein or thereto.

3.2 Feedback. Customer may from time-to-time submit feedback, comments, suggestions, questions, ideas or other information to BSquare concerning BSquare's products, services, technology, techniques, processes, or materials (collectively "Feedback"). BSquare may use Feedback without obligation to Customer, and Customer hereby irrevocably assigns to BSquare all right, title, and interest in that Feedback.

#### 3.3 Customer Content and Customer Interface Elements.

Subject to the terms and conditions of this MSA, including without limitation section 10 below, Customer hereby grants to BSquare a limited, non-exclusive, world-wide, royalty-free license to copy, create derivative works, and display Customer Interface Elements and Customer Content solely for the purposes stated in this MSA, including providing the Subscription Services.

3.4 Hosted Applications. Subject to and conditioned upon Customer's compliance with the terms and conditions of this MSA (including compliance with Sections 3 and 4) and the Usage Limits stated in the applicable Service Order, BSquare hereby grants to Customer a limited, non-exclusive, non-transferable, world-wide license to access and use the Hosted Applications included in the Subscription Services listed in the applicable Service Order for the Subscription Duration.

3.5 BSquare Licensed Materials. Subject to and conditioned upon Customer's compliance with the terms and conditions of this MSA (including compliance with Sections 3 and 4) and the Usage Limits stated in the applicable Service Order, BSquare hereby grants to Customer a limited, non-exclusive, non-transferable, world-wide license to reproduce, display and use the BSquare Licensed Materials solely for the purposes of using the Hosted Applications as described in a Service Order and solely for the Subscription Duration.

3.6 Reservation of Rights. BSquare reserves the right to update the Hosted Applications, BSquare Licensed Materials, or other Subscriptions Services (including the implementation of new versions of Hosted Application or BSquare Licensed Materials) at any time in its sole discretion. BSquare may, at its option, grant Customer access to a stage/development instance(s) and/or other non-production instance of the Hosted Application(s) for collaborative activities in connection with BSquare's provision of Professional Services to Customer and/or Customer's internal testing purposes. Such access and use by Customer shall be subject to all of the provisions of the MSA in regards to Hosted Applications, except that Customer's use and access to such stage/development instance(s) shall be restricted solely to development and testing activities as directed by BSquare. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, BSQUARE WILL HAVE NO WARRANTY, INDEMNITY, SUPPORT OR SLA

OBLIGATIONS WITH RESPECT TO SUCH STAGE/DEVELOPMENT INSTANCE(S).

3.7 Restrictions. Customer shall not copy, distribute, modify, reverse engineer, decompile, attempt to obtain the source code or algorithms of, sell, rent, lease, license, sublicense, resell or transfer any Hosted Applications or BSquare Licensed Materials. Customer shall not use the Hosted Applications or BSquare Licensed Materials to spam, send unsolicited e-mail, or conceal the identity of an e-mail sender. Customer shall not use Subscription Services for the benefit of any third party other than its authorized End Users, whether on a paid or unpaid basis. Customer shall not store, distribute or transmit through the Hosted Applications any material that is unlawful, obscene, defamatory, threatening or harassing or that infringes any privacy or proprietary rights, and will not allow or authorize anyone to do any of the foregoing.

4 **Payment of Fees.** During the term of this MSA, Customer shall pay BSquare the fees set forth in the applicable Service Order. Recurring fees for the first year of the initial Subscription Duration of a valid Service Order shall be invoiced upon execution of such Service Order. Subsequent recurring fees shall be invoiced in annual installments in advance of each anniversary of the Subscription Start Date and payment shall be due on or prior to each anniversary of the Subscription Start Date based on payment terms set forth herein. Customer shall pay BSquare all amounts due pursuant to this MSA and the applicable Service Order(s) within 30 days from date of invoice. Non-payment or late payment of undisputed fees is a material breach of this MSA. If fees are past due more than 15 days and Customer has been notified of the past due status, Customer shall pay interest on the overdue balance at the rate of 1% per month or the maximum permitted by law, whichever is less, plus all expenses of collection. Further, BSquare may, in its sole discretion, terminate any outstanding Service Order for Customer's material breach or suspend Customer's access to the Subscription Services until past due amounts are paid. If BSquare terminates this MSA and/or any Service Order hereunder due to Customer's non-payment, all unpaid fees for the remainder of any active Subscription Duration will become immediately due. All taxes and other governmental charges including but not limited to value-added, sales and use, or withholding taxes, assessable by any local, state, provincial, federal or foreign jurisdiction (except for income taxes), if any, imposed on Customer payments hereunder shall be deemed to be in addition to the fees charged, and borne solely by Customer. All payment obligations are non-cancelable and all amounts paid are non-refundable. In the event of a conflict in terms between this Section 4 and an applicable Service Order, the applicable terms of such Service Order shall prevail.

5 **Marketing.** Hosted Applications and BSquare Licensed Materials may contain a link identified by the BSquare logo and trademark, which Customer may not remove or cause to be obfuscated. BSquare may use Customer's name and logo on Customer's Subscription Services deployment and identify Customer as a BSquare customer. Subject to Customer's prior approval, BSquare may issue a press release and case study about Customer's selection and use of the Subscription Services. Notwithstanding the foregoing, neither party will use any trade name, trademark, service mark, logo, or commercial symbol, or any other proprietary rights of the other party or any of its Affiliates in any manner without prior written authorization of such use by the other party.

## 6 Term and termination

6.1 Term and termination of the MSA. This MSA may be terminated for convenience by either party upon 90 days’ prior written notice to the other, except that it shall remain in effect past such termination for the remaining term of any Service Order already in effect at the time of the notice.

6.2 Term of a Service Order. The initial term of a Service Order shall start on its Subscription Start Date, as indicated in such Service Order, and end on the last day of its Subscription Duration.

6.3 Termination for breach. Either party may immediately terminate this MSA and all Service Orders for material breach of this MSA by the other party if such breach is not cured within 30 days after written notice thereof. Either party may immediately terminate a Service Order for material breach by the other party of the specific terms of such Service Order if such breach is not cured within 30 days after written notice thereof.

6.4 Termination for insolvency. Either party may terminate this MSA and all Service Orders upon notice to the other if the other party ceases to conduct business in the ordinary course without a successor.

6.5 Consequences of termination. Immediately upon termination, the license grants to either party shall immediately terminate; each party shall destroy or return to the other party any and all Confidential Information received from the other party; Customer shall cease to use the Subscription Services and BSquare shall cease: (i) providing the Services to Customer, and (ii) allowing Customer access to the Subscription Services. If only one or more Service Orders are terminated but the MSA and other Service Orders remain in effect, the foregoing shall only apply with respect to the Subscription Services purchased under the Service Order(s) being terminated. Termination shall not relieve Customer’s obligation to pay all undisputed charges accrued before the effective date of termination. The parties’ rights and obligations under this Section 6, and under Sections 3.1 (No Intellectual Property Assignment or Implied Licenses), 3.7 (Restrictions), 4 (Payment of Fees) (solely to the extent the payment obligation arose prior to termination), 8 (Indemnification), 9 (Limitation of liability), 10 (Confidentiality; Privacy), 10.4 (Aggregated Data), 13 (Governing Law and Jurisdiction), 14 (Binding Arbitration) and 15 (General Provisions) shall survive.

6.6 Transition Assistance. At any time, but no more frequent than once per month and no later than 5 days prior to the end of the term of any Service Order, the Customer may request a backup of all Customer Content. The backup shall be provided by BSquare to Customer in standard industry format (XML or equivalent) free of cost within 15 days of the request. BSquare shall provide additional reasonable assistance for Customer’s transition from its hosted environment, at BSquare’s standard Professional Services rate as agreed by the parties.

## 7 Limited warranties

7.1 Non-Infringement. BSquare warrants to Customer that it can grant the rights set forth in Section 3 with respect to the Hosted Applications and BSquare Licensed Materials. In the event any Hosted Application or BSquare Licensed Material is held or believed by BSquare to infringe or misappropriate the intellectual property rights of a third party, or its provision is enjoined, BSquare will have the option, at its expense, to (a) modify the Hosted Application or BSquare Licensed Material,

without materially degrading performance, so that it no longer infringes or misappropriates, (b) obtain for Customer the right to continue accessing the appropriate interfaces of the Hosted Application or making use of the BSquare Licensed Material, (c) substitute the Hosted Application or BSquare Licensed Material with another, substantially comparable application or solution, or (d) if none of the foregoing remedies are commercially feasible, terminate the impacted Service Order and credit Customer any recurring fees prepaid for the portion of the Subscription Duration subsequent to termination. Together with Section 8.1 (Indemnification by BSquare), this section states BSquare’s entire liability and Customer’s exclusive remedy for infringement and misappropriation.

7.2 Subscription Services and Professional Services. BSquare warrants to Customer that the Subscription Services will be provided to Customer in substantial conformance with the SLA (if applicable), and the Hosted Applications and BSquare Licensed Materials will substantially perform according to the relevant specifications set forth in the applicable Documentation. If, after the Subscription Start Date, a Hosted Application or BSquare Licensed Material (as applicable) fails to substantially perform according to relevant specifications in the Documentation, and Customer timely notifies BSquare of such failure, BSquare shall promptly modify the Hosted Applications or BSquare Licensed Material to conform, or may credit or credit Customer the fees paid for the Subscription Services that include the affected Hosted Application or BSquare Licensed Material for the duration of such failure, prorated to reflect the number and importance of the failed or materially underperforming functionality relative to the total set of functions, options and configurations provided by the Subscription Services. BSquare’s entire liability and Customer’s sole remedy for any failure to meet the service levels specified in the SLA are the remedies expressly stated in the SLA. This section states BSquare’s entire liability and Customer’s sole remedy for any performance failures of the Hosted Applications, BSquare Licensed Materials, or other Subscription Services.

7.3 DISCLAIMER. EXCEPT AS EXPRESSLY SET FORTH ABOVE IN THIS SECTION 7, BSQUARE MAKES NO OTHER WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, BSQUARE DOES NOT WARRANT THAT THE APPLICATIONS OR SERVICES SHALL BE UNINTERRUPTED OR ERROR-FREE. Customer acknowledges that the architecture and the security algorithms implemented by the Hosted Applications and BSquare Licensed Materials (as applicable) have inherent limitations and Customer is solely responsible for determining that the Hosted Applications and BSquare Licensed Materials (as applicable) reasonably meet Customer’s functionality, security, confidentiality and operational needs.

## 8 Indemnification

8.1 Indemnification by BSquare. BSquare shall indemnify Customer as specified in Section 8.3 for any claim that the Hosted Applications or BSquare Licensed Materials, used within the scope of this MSA in accordance with the applicable Documentation, infringe a U.S. copyright or patent or misappropriate a trade secret, except to the extent such claim

would not arise but for specifications provided by Customer, or on Customer Interface Elements or Customer Content.

8.2 **Indemnification by Customer.** Customer shall indemnify BSquare as specified in Section 8.3 for any claim (i) alleging Customer’s use of Hosted Applications or BSquare Licensed Materials in an unlawful manner or in a manner inconsistent with the terms of this MSA, including Section 8 (Restrictions) or (ii) arising from or involving Customer Content or Customer Interface Elements.

8.3 **Scope and conditions of indemnification.** The indemnifying party shall defend at its expense the other party and its officers, directors, stockholders, employees, agents and affiliates, subsidiaries, successors and assigns against any third party claims, actions or demands, to the extent arising from a cause specified in Sections 8.1 or 8.2, respectively, and shall pay any resulting final judgment or arbitral award or any agreed to settlement. The indemnification obligations hereunder are subject to the following conditions to the extent failure to meet these conditions would be materially detrimental to the indemnifying party: (i) prompt written notice by the indemnified party to the indemnifying party of any claim, action or demand for which indemnity is claimed; (ii) complete control of the defense and settlement thereof by the indemnifying party; and (iii) such reasonable cooperation by the indemnified party in the defense as the indemnifying party may request.

**9 LIMITATION OF LIABILITY.** EXCEPT FOR LIABILITY ARISING UNDER SECTIONS 3.7 (RESTRICTIONS), 4 (PAYMENT OF FEES), 8 (INDEMNIFICATION) AND 10 (CONFIDENTIALITY; PRIVACY), OR FROM PERSONAL INJURY OR PHYSICAL DAMAGE, NEITHER PARTY’S LIABILITY HEREUNDER SHALL EXCEED THE AMOUNT PAID BY CUSTOMER FOR THE SERVICE IMPLICATED DURING THE 12 MONTHS PRIOR TO THE EVENT TRIGGERING SUCH LIABILITY. NEITHER PARTY SHALL BE LIABLE FOR INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR COVER DAMAGES INCURRED BY THE OTHER PARTY OR BY ANY THIRD PARTY, INCLUDING DAMAGES BASED ON LOSS OF PROFITS, REVENUE, DATA, SERVICE OR USE, HOWEVER CAUSED AND UNDER ANY THEORY OF LIABILITY AND WHETHER OR NOT SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THIS SECTION 9 REPRESENTS A REASONABLE ALLOCATION OF RISK AND AN IMPORTANT CONSIDERATION IN DETERMINING THE FEES PAYABLE HEREUNDER.

## 10 Confidentiality; Privacy

10.1 **Confidential Information.** “Confidential Information” means information, disclosed by a party to the other in connection to this MSA, which is either marked confidential or disclosed in circumstances in which a reasonable person would consider the information to be confidential. Without limiting the generality of the foregoing, the terms of this MSA, Protected Data, Hosted Applications, Subscription Services, BSquare Licensed Materials, the present or future functionality of the Hosted Applications, and all technical information underlying such functionality are Confidential Information. Confidential Information does not include information that the receiving party can demonstrate (i) was in receiving party’s possession before receipt from the disclosing party, (ii) is or becomes publicly available other than through a breach of this MSA, or (iii) is

rightfully received from a third party without a duty of confidentiality. If Confidential Information is required to be disclosed pursuant to applicable law, regulation or court order, the receiving party must provide prompt advance notice thereof (except to the extent otherwise prohibited by applicable law, regulation or court order) to enable the disclosing party to seek a protective order or otherwise prevent such disclosure.

10.2 **Protection of Confidential Information.** The receiving party shall use the same degree of care as it uses to protect its own confidential information of a like nature, but no less than a reasonable degree of care, to prevent (a) use of the disclosing party’s Confidential Information for any purpose other than to carry out the terms of this MSA, and (b) disclosure of such Confidential Information to any person or party other than those who need to know such Confidential Information to carry out the terms of this MSA and who are bound by written confidentiality agreements, with terms no less restrictive than those included in this MSA. This MSA may be disclosed in confidence to legal counsel or other professional advisors with a need to know in the context of a merger, financing or similar transaction or for securities or other regulatory filings. Each party acknowledges that unauthorized disclosure of the other party’s Confidential Information would cause irreparable harm to the other party, and would entitle the other party to seek injunctive relief upon disclosure or threatened disclosure, without a requirement to prove irreparable harm or the posting of a bond.

10.3 **Optimization.** BSquare shall have the right to use and retain Aggregated Data for the purposes described above and as further detailed in the privacy policy located at <https://bsquare.com/corp/privacy> both during and after the term of the applicable Service Order as a “controller” of Aggregated Data under EU Regulations. Customer agrees to provide connected end users with a privacy notice that includes information regarding the activities involving Aggregated Data as described above and that is compliant with all applicable laws and regulations. For more information DataV see: <https://bsquare.com/>,

11 **Export Control.** In its use of the Subscription Services or BSquare Licensed Materials, Customer agrees to comply with all export and import laws and regulations of the United States and other applicable jurisdictions. Without limiting the foregoing, (i) Customer represents and warrants that it is not listed on any U.S. government list of prohibited or restricted parties or located in (or a national of) a country that is subject to a U.S. government embargo or that has been designated by the U.S. government as a “terrorist supporting” country, (ii) Customer shall not (and shall not permit any of its users to) access or use the Subscription Services or BSquare Licensed Materials in violation of any U.S. export embargo, prohibition or restriction, and (iii) Customer shall not submit to BSquare any information that is controlled under the U.S. International Traffic in Arms Regulations.

12 **Insurance.** BSquare shall maintain at all times during the term of this MSA, at its own expense, the following minimum policies with insurance companies rated “A” or better by AM Best: (i) statutory workers compensation insurance in the states or jurisdictions in which its employees are located, with coverage limits no less than statutorily required; (ii) commercial general liability insurance with coverage limits for bodily injury and property damage liability of at least \$1,000,000 for each occurrence, and at least \$2,000,000 general aggregate, with umbrella liability coverage of \$4,000,000 per occurrence. When

required by contract, such coverage shall be primary and non-contributory, shall include premises/operations liability, independent contractor's liability, and broad form contractual liability; (iii) errors and omissions liability insurance with coverage limits of \$5,000,000 per occurrence, with excess coverage of \$5,000,000 per claim and \$5,000,000 aggregate subject to \$75,000 deductible; (iv) CyberLiability Plus Program insurance with coverage limit of \$5,000,000 per claim and \$5,000,000 total limit of coverage for development and online services; (v) employer's liability insurance as part of BSquare's umbrella policy with coverage limits of at least \$1,000,000 (a) for each accident and (b) for each employee for occupational disease. This coverage is afforded in BSquare's master workers' compensation program; and (vi) business automobile liability insurance with a single limit of at least \$1,000,000 per occurrence for bodily injury and property damage liability. Such automobile insurance does not cover independent contractors.

**13 Governing Law and Jurisdiction.** This MSA is governed by and construed in accordance with the internal laws of the State of Washington without giving effect to any choice or conflict of law provision or rule that would require or permit the application of the laws of any jurisdiction other than those of the State of Washington. Any legal suit, action or proceeding arising out of or related to this Agreement or the licenses granted hereunder shall be instituted [exclusively] in the federal courts of the United States or the courts of the State of Washington in each case located in the city of Seattle and County of King, and each party irrevocably submits to the [exclusive] jurisdiction of such courts in any such suit, action or proceeding. Service of process, summons, notice or other document by mail to such party's address set forth herein shall be effective service of process for any suit, action or other proceeding brought in any such court.

**14 Binding Arbitration.** Notwithstanding Section 13, and provided no claim has been properly filed already in accordance with Section 13 with respect to the same dispute, IF CUSTOMER IS A NON-US ENTITY, EITHER PARTY MAY, instead of filing its claim with a court as set forth in Section 13, following a good faith attempt at amicable resolution, SUBMIT ANY DISPUTE HEREUNDER FOR ARBITRATION under the Rules of Arbitration of the International Chamber of Commerce by one or more arbitrators appointed in accordance with the said Rules. The other party will thereafter submit to and cooperate in such arbitration as the sole resolution mechanism for the dispute. The place of arbitration shall be one of the following cities, which is the closest to an equally convenient location for both parties: San Francisco, New York, Honolulu, London, Geneva, Singapore, Hong Kong, Paris, Sao Paulo, or Zurich. The language of the arbitration shall be English and the AWARD SHALL BE FINAL AND BINDING ON THE PARTIES, and each party hereby waives to the fullest extent permitted by law any right it may otherwise have under the laws of any jurisdiction to any form of appeal.

**15 General Provisions.** The parties are independent contractors. This MSA, together with any exhibits, SLAs, and Service Orders, contains the entire agreement of the parties and supersedes any prior or present understanding or communications (including any previously signed non-disclosure or confidentiality agreement) regarding its subject matter, and may only be amended in writing. In the event any provision of this MSA is held by a court of law or other governmental agency to be void or unenforceable, such provision shall be changed and

interpreted so as to best accomplish the objectives of the original provision to the fullest extent allowed by law, and the remaining provisions shall remain in full force and effect. Neither party shall assign any of its rights or obligations hereunder without the other party's prior written consent, which shall not be unreasonably withheld. Notwithstanding the foregoing: i) either party may assign its rights and obligations hereunder pursuant to a merger, consolidation or sale of substantially all of its assets related to this MSA, provided it promptly notifies the non-assigning party in writing of the assignment and the assignee agrees in writing to be bound by the terms of this MSA; and ii) BSquare may at its discretion subcontract a portion of the Services provided that BSquare remains primarily responsible for such subcontractor's performance under this MSA. This MSA shall be binding upon and inure to the benefit of the parties and their successors and permitted assigns. Neither party shall be deemed to be in breach of this MSA for any failure or delay in performance caused by reasons beyond its reasonable control, including acts of God, war, terrorism, strikes, failure of suppliers, fires, floods, earthquakes or other force majeure.

IN WITNESS WHEREOF, THE PARTIES HAVE EXECUTED THIS MSA EFFECTIVE AS OF

\_\_\_\_\_ ("Customer")

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**BSQUARE CORPORATION**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**DataV Master Subscription Agreement (“MSA”)**