
SOFTWARE SERVICE TERMS AND CONDITIONS

EITHER BY LOGGING INTO THIS SITE OR USING THE SERVICES, YOU AGREE TO ACCEPT THESE TERMS AND CONDITIONS (“AGREEMENT”). IF YOU ARE ENTERING INTO THIS AGREEMENT ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY AND ITS AFFILIATES (“CUSTOMER”), YOU REPRESENT THAT YOU HAVE THE AUTHORITY TO BIND SUCH CUSTOMER TO THESE TERMS AND CONDITIONS. IF YOU DO NOT HAVE SUCH AUTHORITY, OR IF YOU DO NOT AGREE WITH THESE TERMS AND CONDITIONS, YOU MUST NOT ACCEPT THIS AGREEMENT AND MAY NOT USE THE SERVICES. IF CUSTOMER HAS EXECUTED A SEPARATE MASTER SERVICES AGREEMENT OR DISTRIBUTOR AGREEMENT WITH INVUE SECURITY PRODUCTS INC. OR ONE OF ITS AFFILIATES (“INVUE”), THEN IF THERE IS A CONFLICT BETWEEN SUCH MASTER SERVICES AGREEMENT OR DISTRIBUTOR AGREEMENT AND THIS AGREEMENT, THE TERMS OF THE MASTER SERVICES AGREEMENT OR DISTRIBUTOR AGREEMENT, AS APPLICABLE, SHALL CONTROL.

This Agreement was last updated on April 26, 2022. It is effective between Customer and InVue as of the date of you accepting this Agreement.

WHEREAS, Customer has purchased, licensed, or otherwise acquired various InVue hardware and/or software products from InVue;

WHEREAS, Customer desires to use InVue’s hardware and software products to access and manage data for bolstering its product security, improving business operations, and increasing customer engagement and sales, among other things; and

WHEREAS, InVue desires to provide Customer with access to such data according to the terms of this Agreement.

NOW THEREFORE, in consideration of the foregoing, the parties hereby agree as follows:

1. DEFINITIONS

1.1 “Access Credentials” means any user name, identification number, password, license or security key, security token, PIN or other security code, method, technology or device used, alone or in combination, to verify an individual’s identity and authorization to access and use the InVue Services or products.

1.2 “Agreement” means the terms and conditions set forth herein (the “Terms”), any statement of work (SOW), and any other documents linked or incorporated herein.

1.3 “Authorized User” means each individual granted access to use the InVue Services or products by Customer.

1.4 “Customer” has the meaning set forth in the preamble. Unless the context otherwise clearly indicates, a Partner that is purchasing InVue Services for itself or for resale to any of its customers shall be deemed a Customer hereunder.

1.5 “Customer Data” means all data that is provided to InVue by, or on behalf of, Customer through Customer’s use of the InVue Services, any data that third parties submit to Customer through the InVue Services, any data generated through use of InVue Services, and any data collected by the InVue Services or products. For clarity, Customer Data does not include Personal Data.

1.6 “Documentation” means the manuals and other documentation that InVue has created for the InVue Services or products.

1.7 “Deliverable” means electronic or tangible work product commissioned by and developed specifically for Customer through the provision of Other Services to Customer, that InVue is required to deliver to Customer pursuant to any SOW entered into under this Agreement. Notwithstanding the foregoing, Deliverables shall not include any subscriptions to the InVue Services.

1.8 “Downtime” means Customer’s and its Authorized Users’ inability to access and use the InVue Services in material accordance with the Specifications. Any Downtime resulting from any of the following exceptions will not be considered Downtime attributable to InVue: (i) any reason beyond InVue’s control; (ii) any act or omission by Customer or any Authorized User that does not strictly comply with this Agreement and the Specifications; (iii) Force Majeure Event; (iv) failure, interruption, outage or other problem with any software, hardware, system, network, utilities, connection, facility or other matter not supplied by InVue pursuant to this Agreement or an SOW; (v) scheduled Downtime; (vi) disabling, suspension or termination of the InVue Services by InVue under this Agreement; or (vii) InVue’s blocking of data communications or other InVue Services in accordance with this Agreement.



- 1.9 “Effective Date” means the date of acceptance of this Agreement by Customer.
- 1.10 “Fees” has the meaning set forth in Section 6.1.
- 1.11 “Intellectual Property Rights” means current and future worldwide rights under patent, copyright, design rights, trade secret, trademark, moral rights, and other similar rights, whether registered or unregistered.
- 1.12 “InVue Background IP” means Intellectual Property Rights: (a) owned by or licensed to InVue as of the Effective Date; (b) developed or acquired by InVue after the Effective Date but independent of, and unrelated to, InVue’s performance of the InVue Services or Other Services hereunder; (c) relating to standard products or services offered or provided by InVue (including any Updates, Upgrades, feedback, and improvements or enhancements to those products and services that are made in the course of InVue providing its services or products to Customer, but which do not constitute Deliverables), or (d) embodied in Documentation.
- 1.13 “InVue Equipment” has the meaning set forth in Section 7.6.
- 1.14 “InVue Marks” means InVue’s trademarks, tradenames, logos, brand names and other source identifiers.
- 1.15 “InVue Portal” means the cloud-based web and/or mobile application portal that allows Customer and its Authorized Users to access and manage, among other things, its InVue products, the InVue Services, and the data collected and generated by the InVue products and InVue Services.
- 1.16 “InVue Services” means (a) the services or software products set forth in any SOW; (b) InVue’s cloud-based services accessible through any InVue Portal; (c) InVue’s software embedded in Customer’s products and services for cloud-based services; (d) Documentation; and (e) any Updates, Upgrades, feedback and enhancements or improvements to any of the foregoing. For clarity, InVue Services do not include Other Services.
- 1.17 “Maintenance” means the provision by InVue to Customer of any and all Updates and Upgrades, together with other functionality changes or improvements to the InVue Services that are made generally available by InVue to subscribers of its maintenance offering, for the purpose of keeping the InVue Services in compliance with the Specifications.
- 1.18 “Other Services” means those products and services that InVue offers, which are not included in the subscription to InVue Services; for the purposes of this Agreement, Other Services include, but are not limited to, implementation, customization, training, consulting, installation and other professional services.
- 1.19 “Partner” shall mean a third party authorized by InVue to offer Services and Deliverables to Customer. Customer may place orders for Services and Deliverables through a Partner, and Customer consents to allow such Partner to manage its purchases. Partners and other third parties are not agents of InVue and are not authorized to bind InVue.
- 1.20 “Personal Data” shall mean any information related to any identified or identifiable natural or legal person, including but not limited to Customer employees and customers, and any other additional data deemed as personal data under any applicable personal data protection laws.
- 1.21 “Specifications” means InVue’s published information that documents the capabilities and functionality of the InVue Services.
- 1.22 “Statement of Work” or “SOW” means any statement of work, purchase agreement or test agreement entered into between the parties that incorporates the terms of this Agreement.
- 1.23 “Support Services” means InVue’s support services for the InVue Services and Maintenance.
- 1.24 “Term” has the meaning set forth in Section 14.2.
- 1.25 “Update” means data produced from time to time by InVue to keep a released version of the InVue Services current as to functionality, or to correct any errors, install patches, fix bugs, or perform similar enhancements, and generally indicated by a change in the digit to the right of the decimal point (e.g. a change from version x.x to version x.y) or other similar indicia, with any corrections and updates to associated Documentation.
- 1.26 “Upgrade” means an InVue Services release containing new enhancements, features or functionality which is generally indicated by a change in the digit to the left of the first decimal point (e.g. a change from version x.x. to y.x) or other similar indicia, with associated Documentation.
- 1.27 “White Label” means changing the color schemes and or adding Customer's logo as part of a “white labeled” version of the InVue Portal for the Customer.



2. ACCESS AND USE OF THE INVUE SERVICES

2.1 License Grant. Subject to Customer's acceptance of and compliance with this Agreement, InVue hereby grants Customer a limited, revocable, non-exclusive, non-transferable, non-sublicenseable, license during the Term to access and use InVue Services pursuant to the terms provided therein.

3. PROVISION OF SERVICES

3.1 Provision of InVue Services. InVue will provide the subscription license to InVue Services to Customer in accordance with this Agreement and any SOW. Other Services may be ordered, and InVue Services may be altered, pursuant only to SOWs entered into between Customer and InVue.

3.2 Support and Maintenance

(a) InVue will provide Maintenance for the InVue Services.

(b) InVue shall use commercially reasonable efforts to minimize Downtime of the InVue Services.

3.3 Third Party Services. If InVue elects to use any non-InVue, third party service or products with the InVue Services (such as a third party's consulting services or a service that uses an application programming interface (API) provided by InVue), Customer acknowledges that such third party service may access or use Customer Data, and Customer permits InVue to allow the third party service provider to access Customer Data as required for the interoperation of that third party service with the InVue Services.

4. SERVICE FEATURES

4.1 Future Functionality. Customer agrees that its purchases are not contingent on the delivery of any future features or functionality, or dependent on any oral or written public comments made by InVue regarding future features or functionality.

4.2 Changes to Services. InVue continually changes and improves InVue Services. InVue may perform Maintenance or alter or remove functionality from such InVue Services at any time without prior notice. InVue will use reasonable efforts to provide Customer with prior notice if InVue makes a change to the InVue Services resulting in a material decrease in core functionality used by Customer

5. TRAINING AND SUPPORT

5.1 Training. Unless otherwise agreed to by InVue in a SOW, InVue will not provide Customer or its Authorized Users with any training or onboarding support. However, InVue will make the Documentation available to Customer and/or its Authorized Users.

5.2 Technical Support. InVue and Customer will provide technical support to Customer and its Authorized Users, subject to the particular Support Services ordered in any SOW and as set forth in detail in Section 3.2. InVue may communicate directly with any of Customer's Authorized Users at any time about use of the InVue Services and any support issues experienced.

6. FEES

6.1 Fees. Customer will pay to InVue or Partner all applicable fees for the InVue Services, Support Services, InVue Equipment, and Other Services (collectively, "Fees") at Company's then-current standard rates or as otherwise mutually agreed to in an SOW. The entity that invoices Customer (Partner or InVue) will set Customer's pricing and payment terms for that invoice. Except as otherwise specified in this Agreement or prohibited by applicable law, payment obligations are non-cancelable and fees paid are not refundable.

6.2 Invoicing and Payment Terms

(a) Fees for the InVue Services and InVue Equipment will be invoiced prior to the Initial Term and each Renewal Term during which the InVue Services are provided or as otherwise set forth in an SOW or prorated and invoiced monthly in arrears based on the number of positions of InVue Equipment currently in use. For each Renewal Term, Fees will automatically increase to InVue's then-current Fees for such Services.

(b) InVue Services and Support Services are billed on an annual basis. Fees for additional InVue Services and Support Services ordered within the current twelve (12) month billing cycle will be prorated such that the billing coincides with the annual billing cycle of the initial order.

- (c) Fees for Other Services will be invoiced upon execution of the applicable SOW, unless an invoicing schedule is specified on that SOW for such Other Services, in which case that invoicing schedule will apply.
- (d) Invoices are due for payment by Customer to InVue or Partner within thirty (30) days of the invoice date.
- (e) In addition to any other rights available to it at law or equity, InVue reserves the right to suspend or terminate this Agreement, any related SOW, and Customer's access to the InVue Services if Customer's account becomes delinquent and is uncured for a period of thirty (30) days from the invoice date. Delinquent invoices are subject to interest of 1.5% per month on any outstanding balance, or the maximum permitted by law, whichever is less, from the date of the delinquency notice, plus all expenses of collection, including, without limitation, all reasonable legal fees incurred by InVue (regardless of whether or not suit is brought). Customer will continue to be charged for Fees during any period of InVue Service suspension due to Customer's delinquency.
- (f) InVue, in its sole reasonable discretion, reserves the right to charge additional fees for excessive or unreasonable usage of InVue's network connection or hardware.

6.3 Taxes. All amounts payable by Customer under this Agreement are exclusive of any applicable taxes, levies, duties, or similar governmental assessments of any nature (including value-added, sales, use, and withholding taxes, but excluding taxes based on Customer's income, property, or employees) ("Taxes") that may arise in connection with the Customer's purchases under this Agreement. If any such Taxes arise, Customer will pay such Taxes in addition to all other amounts payable under this Agreement, unless Customer provides InVue with a valid tax exemption certificate or other documentary proof, issued by an appropriate taxing authority, that no tax should be charged. If Customer is required by law to withhold any Taxes from its payments to InVue, Customer must provide InVue with an official tax receipt or other appropriate documentation to support such payments.

6.4 Currency. All monetary amounts in this Agreement are denominated in United States dollars or as otherwise specified in an SOW. Fee payments by Customer must be received by InVue in the same currency as such Fees were billed.

7. COVENANTS AND RESTRICTIONS

7.1 Restrictions. Customer shall not:

- (a) sell, distribute, resell, or lease any InVue Services, including on or in connection with the internet or any time-sharing, service bureau, software as a service, cloud, or other technology or service, without InVue consent or as otherwise set forth in this Agreement;
- (b) reverse engineer or otherwise attempt to derive or gain access to the source code of any InVue Services, nor assist anyone else to do so, to the extent such restriction is permitted by law;
- (c) probe, scan, or test the vulnerability or security of the InVue Services or of any InVue system or network, without InVue's prior written consent;
- (d) use the InVue Services for activities where use or failure of the InVue Services could lead to physical damage, death, mental harm, or personal injury;
- (e) use the InVue Services to store or transmit code, agents, programs, or links to such materials that are intended to do harm, including viruses, worms, Trojan horses, and malware;
- (f) use the InVue Services to commit an unlawful activity, including storing or transmitting infringing, defamatory, or otherwise unlawful or tortious material;
- (g) use the InVue Services for misleading, fraudulent, or other malicious purposes;
- (h) engage in abusive or excessive usage of the InVue Services, which is usage significantly in excess of average usage patterns that adversely affects the speed, responsiveness, stability, availability, or functionality of the InVue Services for other users;
- (i) bypass, breach, or disable any security device, copy control, or digital rights management tool, or other protection used by any of the InVue Services, or induce or assist anyone else to do so;
- (j) access or use the InVue Services for purposes of benchmarking or competitive analysis of such services

- (k) remove, delete, add to, alter, or obscure any warranties, disclaimers, notices of Intellectual Property Rights or other notices, or any marks, symbols or serial numbers (including any InVue Marks) that appear on or in connection with any of the InVue Services; or
- (l) provide any person under the age of 18 with access to the InVue Services.

7.2 Further, with respect to Customers operating in the United States, Customer may not remove or export from the United States or allow the export or re-export of the InVue Services, anything related thereto, or any direct product thereof in violation of any restrictions, laws or regulations of the United States Department of Commerce, the United States Department of Treasury Office of Foreign Assets Control, or any other United States or foreign agency or authority. As defined in FAR section 2.101, the Software and documentation are “commercial items” and according to DFAR section 252.227-7014(a)(1) and (5) are deemed to be “commercial computer software” and “commercial computer software documentation.” Consistent with DFAR section 227.7202 and FAR section 12.212, any use, modification, reproduction, release, performance, display, or disclosure of such commercial software or commercial software documentation by the U.S. Government will be governed solely by the terms of this Agreement and will be prohibited except to the extent expressly permitted by the terms of this Agreement.

7.3 Customer represents, covenants, and warrants that it and its affiliates, personnel, and Authorized Users will use the InVue Services only in compliance with all applicable laws and regulations. Although InVue has no obligation to monitor Customer’s or its affiliates’, personnel’s, or Authorized Users’ use of the InVue Services, InVue may do so and may prohibit any use of the InVue Services it believes may be (or alleged to be) in violation of the foregoing.

7.4 Third Party Requests. InVue and/or Customer may from time to time receive a request from a third party for records related to Customer’s use of the InVue Services, including information in one of Customer’s Authorized User accounts or identifying information about Customer’s Authorized Users (“Third Party Request”). Third Party Requests include search warrants, subpoenas, and other forms of legal process. Customer is responsible for responding to Third Party Requests via Customer’s own access to the information, and will only contact InVue if Customer is unable to obtain such information after diligent efforts. If InVue receives a valid Third Party Request then, to the extent permitted by law, InVue:

- (a) may inform the third party issuing such request that it should pursue the request directly with Customer; and
- (b) will: (i) promptly notify Customer of the Third Party Request; (ii) cooperate, at Customer’s expense, with Customer’s reasonable requests regarding Customer’s efforts to oppose a Third Party Request; and (iii) after providing Customer with an opportunity to respond to or oppose the Third Party Request, InVue may fulfill that request if InVue determines that it is required or permitted by law to do so.

7.5 Specific Regulations. If Customer’s use of the InVue Services requires Customer to comply with industry-specific regulations applicable to such use, Customer will be solely responsible for such compliance, unless InVue has agreed with Customer otherwise. Customer may not use the InVue Services in a way that would subject InVue to those industry-specific regulations without obtaining InVue’s prior written agreement.

7.6 Equipment. Customer shall be responsible for obtaining and maintaining any hardware, equipment, and ancillary services needed to connect to, access or otherwise use the InVue Services, including, without limitation, InVue hardware products, modems, hardware, servers, software, operating systems, networking, web servers, routers, bridges and the like (collectively, “InVue Equipment”).

7.7 Suspension of Services. InVue may limit or suspend the InVue Services from time to time at InVue’s discretion (for example, to perform scheduled maintenance or to stop a violation of Section 7 or other provisions). If the circumstances reasonably permit, InVue will give Customer reasonable advance notice of any limitation or suspension so that Customer can plan around it, or address the issue that has prompted InVue to take such action. There may be some situations, such as security emergencies, where it is not practicable for InVue to give such advance notice. InVue will use commercially reasonable efforts to narrow the scope and duration of the limitation or suspension as is needed to resolve the issue that prompted such action.

7.8 Personal Data. Each party agrees to comply with all applicable export and personal data protection laws, regulations and rules when collecting, storing, transferring, sharing, or otherwise processing any Personal Data in connection with this Agreement. Unless expressly agreed otherwise, any party’s employee or customer Personal Data disclosed to a receiving party may only be used by the receiving party to perform its obligations under this Agreement, and must not be sold, rented or leased to anyone. All Personal Data shall be handled in accordance with the policy set forth in Exhibit A attached hereto. InVue shall not be responsible or liable for the deletion, correction, destruction, damage, or loss of Customer Data. Customer agrees and acknowledges that InVue is not obligated to retain any Customer Data (i) for longer than 30 days after termination or expiration of this Agreement, or (ii) for any period if Customer has materially breached this Agreement and has failed to cure the breach within any applicable cure period hereunder.



8. SECURITY

8.1 InVue Security. InVue has implemented and will maintain industry standard technical, physical, and organizational measures intended to protect Customer Data against unauthorized or unlawful processing and against accidental loss of, or damage to, such Customer Data.

8.2 Customer Security. Customer shall employ all physical, administrative and technical controls, screening and security procedures and other safeguards necessary to: (a) securely administer the distribution and use of all Access Credentials and protect against any unauthorized access to or use of the InVue Services; and (b) control the content and use of Customer Data, including the uploading or other provision of Customer Data for processing by the InVue Services.

8.3 Incident Response. InVue shall take commercially reasonable measures to:

- (a) immediately report to Customer any breach of security of, or unauthorized access to, Customer Data residing on InVue's systems that InVue detects or becomes aware of; and
- (b) remedy any such breach of security or unauthorized access in a timely manner and deliver to Customer a root cause assessment and future incident mitigation plan with regard to any such breach of security or unauthorized access that sets out written details regarding InVue's investigation of such incident.

8.4 Customer Control and Responsibility. Customer has and will retain sole responsibility for: (a) content, quality, integrity, and use of Customer Data; (b) all information, instructions and materials provided by or on behalf of Customer or any Authorized User in connection with the InVue Services; (c) Customer's information technology infrastructure, including computers, software, databases, electronic systems (including database management systems) and networks, whether operated directly by Customer or through the use of third-party services ("Customer Systems"); (d) the security and use of Customer's and its Authorized Users' Access Credentials; and (e) all access to and use of the InVue Services, Documentation, or Deliverables directly or indirectly by or through the Customer Systems or Customer's or its Authorized Users' Access Credentials, with or without Customer's knowledge or consent, including all results obtained from, and all conclusions, decisions and actions based on, such access or use.

9. INTELLECTUAL PROPERTY

9.1 Customer IP. As between the parties, Customer retains ownership of all Intellectual Property Rights in the Customer Data. This Agreement does not grant InVue any licenses or rights to the Customer Data except for the following:

9.2 Customer hereby grants InVue and its affiliates a worldwide, royalty-free, non-exclusive, perpetual license to use, host, copy, transmit, modify, display, aggregate, and distribute Customer Data for the purpose of: (a) providing the InVue Services, the Support Services, the Other Services and marketing, and for developing and improving its services and products; and (b) reselling anonymized Customer Data to third parties.

9.3 InVue IP. As between the parties, InVue retains ownership of the InVue Services (White Label and Non-White Label versions, where applicable) and all related Intellectual Property Rights, and InVue Background IP. No licenses or rights are granted to Customer by InVue other than as expressly provided for in this Agreement.

9.4 Feedback. InVue encourages all Customers and Partners to comment to InVue on the InVue Services and provide suggestions to InVue for improving them. Customer agrees that all such comments, suggestions, enhancements and improvements, including those made to the InVue Services during Customer's support thereof, will be non-confidential and that InVue owns all rights to use and incorporate them into the InVue Services, without payment to Customer.

9.5 Deliverables. Unless otherwise agreed in an SOW, InVue will own all Intellectual Property Rights in any Deliverables, and Customer hereby assigns all Intellectual Property Rights in any Deliverables to InVue. For the avoidance of doubt, nothing in this Agreement will assign or vest ownership of any InVue Services, InVue products, or InVue Background IP from InVue to Customer. To the extent InVue is not the owner of all or any part of the Intellectual Property Rights in the Deliverables, Customer grants InVue and its affiliates a worldwide, royalty-free, non-exclusive, perpetual license to use, reproduce, distribute, modify, and adapt the Deliverables for the purpose of improving and providing InVue Services.

9.6 Trademarks. InVue may use Customer's name, trademark, service mark and/or logo (hereinafter "Marks") to White Label the InVue Platform or other InVue Services and to identify Customer as a customer of InVue's on InVue's website and on other promotional materials. Any goodwill arising from the use of Customer's Marks will inure to Customer's benefit. Customer may identify InVue as a provider and in promotional materials using InVue Marks only with InVue's prior written consent.

10. CONFIDENTIALITY; PROPRIETARY RIGHTS

10.1 **Confidential Information.** Each party (the “Receiving Party”) acknowledges that in connection with this Agreement it will gain access to Confidential Information of the other party (the “Disclosing Party”). As used herein, “Confidential Information” means any information, knowledge and know-how that may be disclosed to the Receiving Party by the Disclosing Party in writing, orally, visually or in the form of drawings, technical specifications, software, samples, pictures, models, recordings or other tangible or intangible forms, including, but not limited to (i) any current or future information, know-how, techniques, methods, information, tools, development specifications, programming instructions and code, proprietary manufacturing processes and trade secrets; (ii) unpatented inventions, ideas, methods and discoveries, trade secrets, unpublished patent applications and other confidential intellectual property; (iii) information that the Disclosing Party is obligated to keep confidential on behalf of a third party; (iv) any business, legal, marketing or sales data or information of the Disclosing Party; or (v) any information that, by its nature, would be understood by the Receiving Party to be confidential or proprietary information. InVue’s Confidential Information further includes InVue Background IP and non-public information regarding features, functionality and performance of the InVue Services.

10.2 **Exclusions.** Confidential Information shall not include anything that (i) was in the public domain at the time of the disclosure thereof to the Receiving Party; (ii) entered the public domain through no fault of the Receiving Party subsequent to the time of the disclosure thereof to the Disclosing Party; (iii) was in the Receiving Party's possession free of any obligation of confidence at the time of disclosure by the Disclosing Party; or (iv) was disclosed to the Receiving Party by a third party source, free of any obligation of confidence.

10.3 **Protection of Confidential Information.** Each Receiving Party shall not use the Confidential Information for its own use or for any purpose, except in connection with the purposes of this Agreement. Each Receiving Party further agrees that it will not disclose Confidential Information to any person or entity except to such employees, advisors or agents on a need to know basis, who shall be advised that such Confidential Information is subject to the confidentiality provisions. Each Receiving Party agrees to use not less than a reasonable degree of care to protect the secrecy of and to avoid disclosure or use of the Confidential Information. The Receiving Party agrees to promptly advise the Disclosing Party in writing of any misappropriation or misuse by any person of such Confidential Information which may come to its attention. Each Disclosing Party shall retain ownership of its Confidential Information. Other than as expressly set forth herein, no license, grant, or other working right in the other party's Confidential Information is granted or implied by this Agreement.

11. WARRANTY AND DISCLAIMER

InVue shall use commercially reasonable efforts to maintain the InVue Services in a manner which minimizes errors and interruptions in the InVue Services and shall provide and perform the InVue Services and Other Services in a professional and workmanlike manner. InVue Services may be temporarily unavailable for scheduled maintenance or for unscheduled emergency maintenance, either by InVue or by third-party providers, or because of other causes beyond InVue’s reasonable control, but InVue shall use commercially reasonable efforts to provide advance notice in writing or by e-mail of any scheduled service disruption. **HOWEVER, INVUE DOES NOT WARRANT THAT THE INVUE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE, WILL MEET CUSTOMER’S REQUIREMENTS, BE COMPATIBLE WITH OR WORK WITH ANY SOFTWARE, SYSTEM OR OTHER SERVICES, OR BE SECURE, ACCURATE, COMPLETE AND FREE OF HARMFUL CODE; NOR DOES INVUE MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE INVUE SERVICES. EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION, THE INVUE SERVICES ARE PROVIDED “AS IS” AND INVUE DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT AND ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE OR TRADE PRACTICE.** To the extent any InVue Equipment is purchased by Customer, the InVue Equipment will be governed by the product warranty available at <https://invue.com/product-warranty/>, which may be updated by InVue from time to time.

12. INDEMNIFICATION

12.1 **By InVue.** InVue will indemnify, defend, and hold harmless Customer, its affiliates, and its officers, directors, employees, agents and representatives from and against any and all third party claims, demands, causes of action, lawsuits or liabilities (including without limitation reasonable attorneys’ fees) (collectively “Claims”) arising out of or related to any actual or alleged:

- (a) infringement by the InVue Services of a third party’s Intellectual Property Rights; or
- (b) any negligent act, omission, willful misconduct, or breach of Agreement by InVue.

12.2 By Customer. Customer will indemnify, defend and hold harmless InVue, its affiliates, and their respective officers, directors, employees, agents and representatives from and against any and all Claims arising out of or related to, any actual or alleged:

- (a) negligent act, omission, willful misconduct, or breach of this Agreement by Customer or any of its affiliates, personnel, or Authorized Users ; or
- (b) infringement or misappropriation of a third party's Intellectual Property Rights related to: (i) Customer's support of InVue Services; (ii) Customer's modification, combination, or use of InVue Services if such Claim would not have arisen but for such modification, combination, or use; or (iii) Customer Data and any materials that Customer or its affiliates, personnel, or Authorized Users submits, collects, provides, posts, uploads, inputs, or submits for public display via or through the InVue Services.

12.3 Infringement. If Customer is enjoined from accessing or using the InVue Services as a result of a final finding that the InVue Services infringe a third party's Intellectual Property Rights ("Claims"), then InVue may in its sole discretion: (a) obtain the right for Customer, at InVue's expense, to continue using the InVue Services; (b) provide a non-infringing functionally equivalent replacement; or (c) modify the InVue Services so that they no longer infringe. If InVue does not believe that the foregoing options are commercially reasonable, then InVue may suspend or terminate Customer's use of the impacted InVue Services and provide a pro rata refund of any Fees prepaid by Customer applicable to the period following the termination of such InVue Services.

12.4 Exceptions. Notwithstanding the foregoing, InVue will have no obligations, liability, or responsibility for Claims arising out of or related to (i) modifications by Customer of any portion of an InVue product or InVue Services if such Claim would not have arisen but for such modifications, (ii) any operation or use of InVue Equipment or InVue Services other than as specified in the Specifications or Documentation, including any unauthorized combination or use of InVue products or InVue Services with products or materials not contemplated herein if such Claim would not have arisen but for such combination or use; or (iii) any Customer Data or other content or data provided by Customer, any Authorized User, or any third party; or (iv) Customer's own negligence or willful misconduct or abuse, misapplication or misuse of InVue Equipment or InVue Services.

12.5 Indemnity Procedures. A party seeking indemnification under this Agreement will promptly notify the other party of the claim and reasonably cooperate with the other party in defending the claim. If permitted by applicable law, the indemnifying party will have full control and authority over the defense, except that: (a) any settlement requiring the indemnified party to admit liability, perform any act or to pay any money will require that indemnified party's prior written consent (such consent not to be unreasonably withheld or delayed); and (b) the indemnified party may join in the defense with its own counsel at its own expense. THE INDEMNITIES IN THIS AGREEMENT ARE A PARTY'S SOLE AND EXCLUSIVE REMEDY UNDER THIS AGREEMENT FOR VIOLATIONS BY THE OTHER PARTY OF A THIRD PARTY'S INTELLECTUAL PROPERTY RIGHTS.

13. LIMITATION OF LIABILITY

NOTWITHSTANDING ANYTHING TO THE CONTRARY, EXCEPT FOR BODILY INJURY OF A PERSON, INVUE AND ITS SUPPLIERS (INCLUDING BUT NOT LIMITED TO ALL EQUIPMENT AND TECHNOLOGY SUPPLIERS), OFFICERS, AFFILIATES, REPRESENTATIVES, CONTRACTORS AND EMPLOYEES SHALL NOT BE RESPONSIBLE OR LIABLE WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT OR TERMS AND CONDITIONS RELATED THERETO UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHER THEORY: (A) FOR ERROR OR INTERRUPTION OF USE OR FOR LOSS OR INACCURACY OR CORRUPTION OF DATA OR COST OF PROCUREMENT OF SUBSTITUTE GOODS, SERVICES OR TECHNOLOGY OR LOSS OF BUSINESS OR USE; (B) FOR ANY LOST REVENUES OR PROFITS, DIMINUTION IN VALUE, OR INDIRECT, EXEMPLARY, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES; (C) FOR ANY MATTER BEYOND INVUE'S REASONABLE CONTROL; OR (D) FOR ANY AMOUNTS THAT, TOGETHER WITH AMOUNTS ASSOCIATED WITH ALL OTHER CLAIMS, EXCEED THE FEES PAID BY THE CUSTOMER TO INVUE FOR THE INVUE SERVICES UNDER THIS AGREEMENT IN THE 12 MONTHS PRIOR TO THE ACT THAT GAVE RISE TO THE LIABILITY, IN EACH CASE, WHETHER OR NOT ANY SUCH PERSON HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR SUCH DAMAGES WERE OTHERWISE FORESEEABLE.

14. TERM AND TERMINATION

14.1 Initial Term. The term of this Agreement commences as of the Effective Date and continues for one (1) year unless terminated earlier pursuant to any of the Agreement's express provisions (the "Initial Term").



14.2 Renewal. This Agreement will automatically renew for additional successive one (1) year terms unless earlier terminated pursuant to this Agreement's express provisions or either party gives the other party written notice of non-renewal at least ninety (90) days prior to the expiration of the then-current term (each a "Renewal Term" and, collectively, together with the Initial Term, the "Term").

14.3 Term of SOWs. The term of an SOW starts on its effective date and terminates when all Other Services ordered under it are terminated or the term of such SOW is completed.

14.4 Termination for Cause. Either party may terminate this Agreement and any SOWs for cause: (a) upon 30 days' written notice to the other party of a material breach if such breach remains uncured at the expiration of such period; or (b) if the other party ceases its business operations or becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, administration, liquidation, or assignment for the benefit of creditors.

14.5 Consequences of Termination of Agreement. If this Agreement terminates, any SOW in effect will remain in effect in accordance with their terms, but no new SOWs may be entered into under this Agreement.

14.6 Payment Consequences of Termination.

- (a) Upon Customer's termination of this Agreement, Customer will remain liable to pay any Fees payable to InVue for the period prior to, or any invoices outstanding on, the effective date of termination;
- (b) If this Agreement is terminated by Customer due to InVue's material breach, InVue will provide Customer with a pro rata refund of any Fees prepaid by Customer applicable to the period following the effective date of termination; and
- (c) If this Agreement is terminated by InVue due to Customer's material breach, InVue will invoice, and Customer will pay, any accrued but unbilled fees and any unpaid fees covering the remainder of the Term had it not been terminated.

14.7 Effects of Termination. Upon any expiration or termination of this Agreement, except as expressly otherwise provided in this Agreement:

- (a) All rights, licenses, consents and authorizations granted by either party to the other hereunder will immediately terminate;
- (b) Customer will immediately cease all use of InVue Services, Support Services and Other Services; and
- (c) InVue may disable all of Customer's and its Authorized Users' access to the InVue Services.

14.8 Survival. The following Sections will survive termination of this Agreement: 6, 7, 9, 10, 12, 13, 14, 15.4, 15.5 and 16.

15. PARTNER RESELLER PROVISIONS

The following provisions apply to a Partner as a reseller of InVue Services.

15.1 Appointment. InVue hereby appoints Partner as InVue's non-exclusive reseller of the InVue Services during the Term within the territory granted by InVue to Partner. This appointment is non-exclusive and at any time and in InVue's sole discretion, InVue may itself and may authorize third parties to, without limitation, design, develop, produce, market, distribute, and otherwise commercialize or use InVue Services, any modifications or derivatives of InVue Services, or any products or services that compete with the InVue Services, and provide support and other services for or using such products, alone or with other products, services, and materials, in and outside Partner's designated territory, through any channel, and to any person or entity, including resellers, value-added resellers, systems integrators, original equipment manufacturers, retailers, and end users.

15.2 Additional License Grants. Subject to Partner's acceptance of and compliance with this Agreement, InVue hereby grants Partner a limited, revocable, non-exclusive, non-transferable, non-sublicenseable, license, during the Term and within Partner's designated territory, to (a) resell the InVue Services to customers of Partner and (b) use the InVue Marks strictly in the manner as directed by InVue and solely to market and promote the InVue Services. Partner shall not use any of the InVue Marks, or any trademark similar thereto, in connection with any other product or service nor shall it attempt to register or attempt to register any InVue Mark in any jurisdiction. Partner shall not directly or indirectly engage in any unfair, unethical, misleading, or deceptive acts or practices that are or might be detrimental to the public or the goodwill or reputation of InVue, any of the InVue Services or any of the InVue Marks.

15.3 Additional Covenants. In addition to the covenants and restrictions set forth in Section 7, Partner shall:

(a) not make any representations, warranties, guarantees, indemnities, claims, or other commitments: (i) actually, apparently, or impliedly on InVue's behalf; or (ii) concerning or relating to any InVue Services that are in addition to or inconsistent with any then-existing representations, warranties, guarantees, indemnities, claims, or other commitments in this Agreement, the Documentation, or any written documents provided or made available by InVue to Partner that concern or relate to the InVue Services;

(b) promptly give InVue written notice of any notice, complaint or claim of which Partner becomes aware concerning any data security breach, personal injury, property damage, or other injury alleged to have been caused, in whole or in part, by any use of InVue Services or any act or omission of Partner under or in connection with this Agreement; and

(c) maintain books, records and accounts of all transactions and activities covered by this Agreement and any other agreement between InVue and Partner and permit audit and inspection thereof by InVue and its representatives on reasonable prior notice.

15.4 Additional Indemnity Obligations. In addition to Partner's indemnification obligations set forth in Section 12.2 above, Partner will indemnify, defend and hold harmless InVue, its affiliates, and their respective officers, directors, employees, agents and representatives from and against any and all Claims arising out of or related to any agreement between Partner and its customers.

15.5 Post-Termination. In addition to the provisions of Section 14.7, if this Agreement is terminated, InVue shall have the option to contract directly with Partner's customers for the Services or transition any such customer to a new partner, and Partner shall use commercially reasonable efforts to assist InVue in such transition.

16. MISCELLANEOUS

16.1 Amendments. InVue reserves the right to amend this Agreement in its sole discretion and will provide Customer notice of any material changes to the terms of this Agreement.

16.2 Assignment. Customer may not assign this Agreement without InVue's prior written consent (such consent not to be unreasonably withheld). For purposes of this Agreement, a sale or transfer of a controlling interest of Customer's equity securities or other change in control transaction will be deemed an assignment hereunder. InVue may assign this Agreement by providing written notice to Customer. Any other attempt to transfer or assign is void.

16.3 Governing Law. This Agreement is governed by the laws of the State of North Carolina, without giving effect to any of its conflicts of laws principles.

16.4 Jurisdiction. Except if prohibited by applicable law, in relation to any legal action or proceedings to enforce this Agreement or arising out of or in connection with this Agreement, each party irrevocably submits to the exclusive venue and personal jurisdiction of the courts located in Mecklenburg County, North Carolina.

16.5 Informal Resolution. InVue would like to address all disputes without resorting to formal legal proceedings. Before filing a claim, each party agrees to try to resolve a dispute by formally notifying the other party in writing that it wishes to negotiate a dispute. If a dispute is not resolved within 30 days of such notice, either party may bring a formal proceeding.

16.6 No Class Actions. Customer may only resolve disputes with InVue on an individual basis and will not bring a claim in a class, consolidated, or representative action. Class arbitrations, class actions, private attorney general actions, and consolidation with other arbitrations are not allowed.

16.7 Attorneys' Fees. In any legal proceeding instituted by a party to enforce this Agreement, the prevailing party shall have the right to collect from the other party the reasonable costs and expenses incurred by the prevailing party in conducting the legal proceeding, including reasonable attorneys' fees and disbursements, and court costs.

16.8 Entire Agreement. This Agreement constitutes the entire agreement between the parties and it supersedes any other prior or contemporaneous agreements or terms and conditions, written or oral, concerning its subject matter. In the event that any conflicts exist between the Terms, any SOW, and other documents linked or incorporated herein, the following order of precedence governs: 1) any SOW, 2) the Terms, and 3) other documents linked or incorporated herein.



16.9 Force Majeure. Neither party will be liable for inadequate or delayed performance to the extent caused by a condition (for example, natural disaster, act of war or terrorism, riot, governmental action, or internet disturbance) that was beyond the party's reasonable control.

16.10 Independent Contractors. The relationship between the parties is that of independent contractors, and not legal partners, employees, joint venturers, or agents of each other.

16.11 Interpretation. The use of the terms “includes”, “including”, “such as” and similar terms, will be deemed not to limit what else might be included.

16.12 No Waiver. A party's failure or delay to enforce a provision under this Agreement is not a waiver of its right to do so later.

16.13 Notices.

- (a) Providing Notice. All notices must be in writing and will be deemed given when: (i) personally delivered, (ii) verified by written receipt, if sent by postal mail with verification of receipt service or courier, (iii) received, if sent by postal mail without verification of receipt, or (iv) verified by automated receipt or electronic logs if sent by email.
- (b) Notices to InVue. Notices to InVue must be sent to InVue Security Products, Inc., Legal Dept., 9201 Baybrook Lane, Charlotte, N.C. 28277. Email is insufficient for providing non-routine legal notices (including indemnification claims, breach notices, and termination notices) (“Non-Routine Legal Notices”) to InVue. Customer may grant approvals, permission, extensions, and consents by email.
- (c) Notices to Customer. Notices to Customer must be sent to the address provided by the Customer. Non-Routine Legal Notices to Customer may be sent to the email address associated with Customer’s designated primary administrator for the relevant Service (“Primary Admin”). Billing-related notices (including notices of overdue payments) may be sent to the relevant billing contact designated by Customer. Notices to Authorized Users of the InVue Services may be sent to the email address associated with that Authorized Users’ account.
- (d) Keep Contact Details Current. Customer and its Authorized Users must keep the contact details associated with their user accounts and billing contacts current and accurate, and notify InVue in writing of any changes to such details.

16.14 Severability. If any provision of this Agreement is determined to be unenforceable by a court of competent jurisdiction, that provision will be severed and the remainder of terms will remain in full effect.

16.15 Subcontractors. InVue may subcontract the provision of InVue Services without Customer’s consent. InVue will be responsible for the performance of its employees and contractors, and their compliance with InVue’s obligations under this Agreement, except as may be otherwise specified herein.

16.16 Third Party Beneficiaries. Except as provided in Section 13, Section 15.4 or expressly provided elsewhere herein, there are no third party beneficiaries of this Agreement. Customer’s customers and Authorized Users are not third party beneficiaries of Customer’s rights under this Agreement.

EXHIBIT A
[PRIVACY STATEMENT]

This privacy statement provides an overview of how InVue Security Products Inc. and its related corporate affiliates collect, use, store and otherwise process information about you, as well as your choices, as you use InVue software applications ("InVue Services") for which your InVue, institution or other providing entity ("InVue") has subscribed. This privacy statement does not cover the use of data by InVue outside of the InVue Services. See InVue's Privacy Policy at <https://invue.com/privacy-policy/> concerning information collected for sales and marketing purposes and InVue's public-facing corporate and marketing websites. This policy also does not apply to information collected through any other means, including on any website or software operated by a third party.

Your InVue may have subscribed to the InVue Services either directly with InVue or indirectly via an authorized reseller of the InVue Services. This privacy statement does not change any terms of a business agreement with your InVue or between your InVue and a reseller, as applicable, but is simply intended to provide additional information to you regarding the InVue Services. Your InVue is regarded as a data controller within the meaning of applicable data protection laws, and InVue's processing of such data for the InVue Services is under the direction of your InVue, directly or indirectly as applicable. You should direct any questions about how data about you is used as part of the InVue Services to your InVue.

PERSONAL DATA COLLECTED

"Personal Data" means any information relating to you that is entered by or on behalf of your InVue or its authorized users of the InVue Services into or derived from their use of the InVue Services. It also includes personal data supplied to or accessed by or on behalf of InVue to provide support for InVue Services. Not all of your InVue's data within the InVue Services is Personal Data. As a general matter, Personal Data in the InVue Services includes the following categories of data:

- Personal profile data, such as name
- Organizational information, such as employee identification, employment role, email address, and phone number
- Work site information, such as business location, shift duration, and access within a business location

The information that you provide in each case will vary. In some cases, we may ask you to create a username and password that should only be known to you. If you collect any personal data relating to someone other than yourself, you are responsible for obtaining all necessary consent and authorization for the InVue to process that data.

The categories of information about you collected or derived within the InVue Services depends, in part, on the InVue Services to which your InVue has subscribed and how the InVue Services are configured for your InVue.

You provide Personal Data directly when you enter it in InVue Services. In some cases, another user, such as an account administrator, may create an account on your behalf or may provide Personal Data as part of your use of the InVue Services at the direction or with permission of your InVue.

When you use the InVue Services, some information like IP address, device or browser information, logs or clickstream information, for example, is automatically collected about your usage and activity on the InVue Software Service to address technical support issues and understand how you use the InVue Services. InVue may use certain tracking technologies such as cookies, web beacons, or third party analytics tools to obtain such information.

INFORMATION OF MINORS

We do not actively seek to gather information from individuals under the age of eighteen. We do not target the InVue Services to minors, and would not expect them to be engaging with the InVue Services. We encourage parents, guardians, and any InVue Services user to provide adequate protection measures to prevent minors from providing information, or, in the alternative, to obtain proper consent necessary to provide such Personal Data to us. If we are aware of any Personal Data that we have collected about minors, we will take steps to securely remove it from our systems.

HOW YOUR PERSONAL DATA IS USED

InVue will use Personal Data within the scope of the InVue Services for the following:

- To provide, operate, host, maintain, connect, and improve the InVue Services, and enable you to access, use and connect to the InVue Services
- To send you notifications and alerts related to aspects of the InVue Services you have requested

- To fulfill any other purpose for which you provide it
- To provide you with information and support for related InVue Services available to you under your InVue's agreement
- To understand how the InVue Services are being configured and used, how the InVue Services and the user experience can be improved for the benefit of all users, and to develop new products and services
- To notify you about changes to the InVue Services
- In any other way InVue may describe when you provide the information
- For any other purpose with your informed consent

YOUR CHOICES REGARDING PERSONAL DATA

Certain parts of the InVue Services permit you to make choices about what information is collected about you, how it is used, and with what third parties it is shared. As you use the InVue Services you may encounter choices, such as whether to enable text notifications. These features of the InVue Services can be enabled through settings in your InVue Services profile.

HOW PERSONAL DATA IS SHARED

InVue may share Personal Data with its global corporate affiliates and their agents and integrated service providers that cooperate to provide the InVue Services throughout the world to the extent necessary to provide the InVue Services.

Personal Data about you in the InVue Services is available to your InVue and those other users, persons or third parties to which your InVue chooses to provide access. Your InVue may direct InVue to make information including Personal Data available to third parties through InVue APIs. As permitted under our agreement for the InVue Services, InVue may also share Personal Data with business partners, service vendors, authorized third-party agents or contractors in order to provide the InVue Services, including processing transactions, website hosting, customer or technical support, or analytics.

InVue does not sell or rent your Personal Data to third parties for marketing purposes unless you have separately granted us permission to do so. For more information on any use of your Personal Data for marketing purposes, please refer to our InVue Privacy Policy at <https://invue.com/privacy-policy/>.

InVue may share Personal Data to investigate, prevent, or take action regarding illegal activities, suspected fraud, violations of agreements, respond to legal orders or process, or as otherwise required by law, as permitted under our agreement for InVue Services.

TRANSFER OF PERSONAL DATA TO THE UNITED STATES

InVue operates InVue Services from data centers in multiple locations globally, including in the United States. Using the InVue Services may result in the transfer, use, processing, or storage of Personal Data in the United States or any other country where InVue operates or maintains facilities or service centers, including jurisdictions that may not have data privacy laws that provide protections equivalent to those provided in your home country. InVue takes steps designed to ensure that the Personal Data is processed according to the provisions of our agreements, including any applicable laws wherever the data is located.

RIGHTS FOR EUROPEAN USERS

InVue adheres to applicable data protection laws in the European Economic Area, which, if applicable to you, include the following rights:

- Where processing of Personal Data is based on your consent, you have a right to withdraw consent at any time for future processing
- You have a right to request access to, rectification, or erasure of your Personal Data, or to transfer or receive a copy of your Personal Data in a usable format
- You have a right to object to the processing of your Personal Data under certain circumstances
- You have a right to lodge a complaint with us and an applicable data protection authority

You must contact your InVue if you have questions or seek to exercise any of these rights.

SECURITY AND RETENTION OF PERSONAL DATA

InVue uses appropriate standard security technology and organizational measures to protect Personal Data from unauthorized disclosure and will retain Personal Data in active databases for varying lengths of time depending upon the specific InVue Services, type of data, our legal obligations, applicable law and instructions of the data controller, and as needed to resolve disputes.

UPDATES AND QUESTIONS

If InVue materially changes this privacy statement, InVue will post those changes and change the "last updated" date above. InVue may do this at any time without notice. If you have questions or concerns regarding this privacy statement, you must first contact your InVue. If you do not receive acknowledgment of your inquiry, you may direct your inquiry to InVue at privacy@invue.com or to your local data protection authority.