

TERMS AND CONDITIONS- System Projects

1. Payment. A deposit is due at signing with progress billings thereafter until 100% completion of contract amount unless specifically mentioned in the notes. Customers without established satisfactory credit shall make payments of cash in advance, upon delivery or as otherwise specified by company. Where customer establishes and maintains satisfactory credit, payments shall be due and payable thirty (30) days from date of invoice. Company reserves the right to revoke or modify customer's credit at its sole discretion. The customer's failure to make payment when due is a material breach of this agreement. If customer fails to make any payment when due, in addition to any other rights and remedies available, company shall have the right, at company's sole discretion, to stop performing any services and/or withhold further deliveries of materials, until the account is current. In the event payment is not received when due, Company may, at its discretion, assess late fees at the rate of 1.5% per month or the maximum rate allowed by law. Customer agrees to pay all costs of collection, including without limitation costs, fees, and attorney's fees. Customer's failure to make payment when due is a material breach of this agreement until the account is current.

2. Rental/Lease. In the event that the Equipment is being leased by Company to Customer under a "rent to own" arrangement, then Company hereby leases to Customer, and Customer hereby leases from Company, the Equipment described more fully on the first page of this Agreement pursuant to the terms described and as set forth herein. Customer shall pay the rent at the quarterly rate specified on the first page of this Agreement in advance, on the first day of each calendar month during the term, without any set-off, offset, abatement, or deduction whatsoever. Customer shall pay interest on all late payments at the lesser of the rate of 1.5% per month and the highest rate permissible under applicable law, calculated daily and compounded monthly. Customer shall reimburse Company for all costs incurred in collecting any late payments, including, without limitation, attorneys' fees. Upon the expiration of the term, the Customer shall purchase the Equipment for the price of \$1.00. Until the Customer's purchase of the Equipment upon the expiration of the lease as set forth herein, title to the Equipment shall at all times remain with Company throughout the term, and Customer shall acquire no right, title, or interest in the Equipment, except for the right to possess and use the Equipment as provided in this Agreement. Customer shall not pledge or encumber the Equipment in any way, and Customer shall keep the Equipment free of all liens, encumbrances, other security interests or adverse interests of any kind. Customer shall bear all risk of loss, damage, destruction, theft, and condemnation to or of the Equipment from any cause whatsoever during the term of the lease and thereafter. During the term of this Agreement, Customer shall keep the Equipment in good repair and operating condition at Customer's sole expense.

3. Rent. In consideration of Lessee's right to possess and use the Equipment during the Term (as defined in Section 9), Lessee shall pay the rent at the monthly rate specified on the first page of this Agreement ("**Rent**") in advance, on the first day of each calendar month during the Term (with the first month's rent, prorated, if necessary, due on the date of this Agreement first above written), without any set-off, offset, abatement, or deduction whatsoever in US dollars. Lessee shall pay interest on all late payments at the lesser of the rate of 1.5% per month and the highest rate permissible under applicable law, calculated daily and compounded monthly. Lessee shall reimburse Lessor for all costs incurred in collecting any late payments, including, without limitation, attorneys' fees. Payment of any late charge does not excuse Lessee of any default under this Agreement.

4. Pricing. The pricing set forth in this agreement is based upon the quantity of devices to be installed and services to be performed as set forth in the Scope of Work. If the actual number of devices installed or services to be performed is greater than that set forth in the Scope of Work, the price will be increased accordingly. If this agreement extends beyond one (1) year, A1 Systems Integration ("A1" or "Company") may increase prices upon notice to the customer. Customer agrees to pay all taxes, permits, and other charges, including but not limited to state and local sales and excise taxes, however designated, levied or based on the service charges pursuant to this agreement.

5. Code Compliance. Company does not undertake an obligation to inspect for compliance with laws or regulations unless specifically stated in the Scope of Work. Customer acknowledges that the Authority Having Jurisdiction may establish additional requirements for compliance with local codes. Any additional services or equipment required will be provided at an additional cost to customer.

6. LIMITATION OF LIABILITY; LIMITATION OF REMEDY: It is understood and agreed by the Customer that Company is not an insurer and that insurance coverage, if any, shall be obtained by the Customer and that amounts payable to company hereunder are based upon the value of the services and the scope of liability set forth in this agreement and are unrelated to the value of the Customer's property and the property of others located on the premises. Customer agrees to look exclusively to the Customer's insurer to recover for injuries or damage in the event of any loss or injury and that Customer releases and waives all right of recovery against company arising by way of subrogation. Company makes no guaranty or warranty, including any implied warranty of merchantability for fitness for a particular purpose that equipment or services supplied by Company will detect or avert occurrences or the consequences therefrom that the equipment or service was designed to detect or avert. It is impractical and extremely difficult to fix the actual damages, if any, which may proximately result from failure on the part of Company to perform any obligations under this agreement. Accordingly, Customer agrees that, Company shall be exempt from liability for any loss, damage or injury arising directly or indirectly from occurrences, or the consequences therefrom, which the equipment or service was designed to detect or avert. Company's total liability to Customer for damages for any claims, losses or damages arising out of or in any way related to any cause whatsoever in relation to this agreement, whether based in contract, tort (including negligence), strict liability, breach of warranty or other cause, shall not exceed \$2500.00. Notwithstanding the foregoing sentence, under no circumstances shall Company be liable for any damages for loss of use, interruption of business, lost profits, revenue or opportunity, claims of third parties or for injury to persons or property or for any other special, exemplary, incidental, indirect, punitive, consequential or other damages of any kind or nature. If the Company is found liable for any loss or damage due to its gross negligence, the Company's liability shall not exceed \$7,500.00. If Customer desires Company to assume greater liability, the parties shall amend this agreement by attaching a rider setting forth the amount of additional liability and the additional amount of payable by the Customer for the assumption by Company of such greater liability, provided however that such rider shall in no way be interpreted to hold Company as an insurer. IN NO EVENT SHALL COMPANY BE LIABLE FOR ANY DAMAGE, LOSS, INJURY, OR ANY OTHER CLAIM ARISING FROM ANY SERVICING, ALTERATIONS, MODIFICATIONS, CHANGES, OR MOVEMENTS OF THE COVERED SYSTEM(S) OR ANY OF ITS COMPONENT PARTS BY THE CUSTOMER OR ANY THIRD PARTY. COMPANY SHALL NOT BE LIABLE FOR INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING BUT NOT LIMITED TO DAMAGES ARISING FROM THE USE, LOSS OF USE, PERFORMANCE, OR FAILURE OF THE COVERED SYSTEM(S) TO PERFORM. The limitations of liability set forth in this agreement shall inure to the benefit of all parents, subsidiaries and affiliates of Company, whether direct or indirect, Company's employees, agents, officers, and directors.

7. General Provisions. Customer has selected the services desired after considering and balancing various levels of protection afforded, and their related costs. All work will be performed by Company or Company's subcontractor during normal working hours of normal working days (8:00 AM and 5:00 PM, Monday through Friday, excluding company holidays), as defined by Company, unless additional times are specifically described in this agreement. Company will perform the services described in the Scope of Work for one or more system(s) or equipment as described in the Scope of Work or Riders. The Customer shall promptly notify Company of any malfunction in the covered system(s) which comes to Customer's attention. This agreement assumes the covered system(s) are in operational and maintainable condition as of the agreement date. If, upon initial inspection, Company determines that repairs are recommended, repair charges will be submitted for approval prior to any work. Should such repair work be declined Company shall be relieved from any and all liability arising therefrom.

8. Customer Responsibilities. Customer shall furnish all necessary facilities for performance of its work by Company, adequate and secure space for storage and handling of materials, light, water, heat, heat tracing, electrical service, local telephone, watchman, and crane and elevator service and necessary permits. The Customer understands and expressly acknowledges that life safety systems are susceptible to damage. In the event that conditions occur which render the life safety system inoperable or damaged, Company expressly disclaims any responsibility for such conditions, and assumes no responsibility to investigate the cause, source or extent of such condition. Customer acknowledges this warning, and acknowledges that under NFPA and other applicable codes and regulations, it is the responsibility of the Customer to maintain its life safety system. Failure to properly maintain such systems may lead to breaks or other conditions that may render the life safety system inoperable, or that damage to the system may result in injury, damage to property and loss of use. Customer shall further supply the required drawings in AutoCAD format, a safe work environment including but not limited to preventative measures in situations where the covered system(s) are non-operational to protect against personal injury, death, and property damage, access to systems, and shall comply with all laws codes, and regulations pertaining to the equipment and/or services provided under this agreement.

9. Exclusions. Unless expressly included in the Scope of Work, this Agreement expressly excludes, without limitation, system monitoring; patching; painting; replacement of ceiling tiles; provision for fire watches; recharging of chemical suppression systems; reloading of, upgrading, and maintaining computer software; cyber-attacks; data breaches; removal of existing systems; system upgrades and the replacement of obsolete systems, equipment, components or parts; making repairs or replacements necessitated by reason of negligence or misuse of components or equipment or changes to Customer's premises, vandalism, corrosion, power failure, current fluctuation, failure due to non-Company installation, lightning, electrical storm, or other severe weather, water, accident, fire, acts of God or any other cause external to the Covered System(s).

10. OSHA Compliance. Customer shall indemnify and hold Company harmless from and against any and all claims, demands, and/or damages arising in whole or in part from the enforcement of the Occupational Safety Health Act (and any amendments or changes thereto) unless said claims, demands or damages are a direct result of causes within the exclusive control of Company.

11. Pollution and Mold. Customer shall indemnify and hold Company harmless from and against any and all claims, demands, and/or damages arising in whole or in part from pollution or Mold unless said claims, demands or damages are a direct result of causes within the exclusive control of Company.

12. Interferences. Customer shall be responsible to coordinate the work of other trades (including but not limited to ducting, piping, and electrical) and for any additional costs incurred by Company arising out of interferences to Company's work caused by other trades.

13. Hazardous Materials. Customer represents that, except to the extent that Company has been given written notice of the following hazards prior to the execution of this agreement, to the best of Customer's knowledge there is no 1) "Permit confined space," as defined by OSHA, 2) Risk of infectious disease, 3) need for air monitoring, respiratory protection, or other medical risk 4.) Asbestos, asbestos-containing material, formaldehyde or other potentially toxic or otherwise hazardous material contained in or on the surface of the floors, walls, ceilings, insulation or other structural components of the area of any building where work is required to be performed under this agreement. All of the above are hereinafter referred to as "hazardous conditions". Company shall have the right to rely on the representations listed above. If hazardous conditions are encountered by Company during the course of Company's work, the discovery of such materials shall constitute an event beyond Company's control and Company shall have no obligation to further perform in the area where the hazardous conditions exist until the area has been made safe by Customer as certified in writing by an independent testing agency, and Customer shall pay disruption expenses and re-mobilization expenses as determined by Company. This agreement does not provide for the cost to capture, containment or disposal of any hazardous materials, encountered during the installation, service, or performance of any covered system(s). Said materials shall at all times remain the responsibility and property of Customer. Company shall not be responsible for the testing, removal, or disposal of such hazardous materials.

14. Modifications and Substitutions. Company reserves the right to modify materials, including substituting materials of later design, providing that such modifications or substitutions will not materially affect the performance of the covered system(s).

15. Project Claims. Any claim of failure to perform against Company arising hereunder shall be deemed waived unless received by Company, in writing specifically setting forth the basis for such claim, within ten (10) days after such claims arises.

16. Backcharges. No charges shall be levied against the Company unless seventy-two (72) hours prior written notice is given to Company to correct any alleged deficiencies which are alleged to necessitate such charges and unless such alleged deficiencies are solely and directly caused by Company.

17. Incidental Losses. All loss or damage from any cause (not the fault of the Company) to the materials, tools, equipment, work or workmen of the Company or its agents or subcontractors while in or about the premises of the Customer shall be borne and paid for by the Customer.

18. Changes, Alterations, Additions. Changes, alterations and additions to the Scope of Work, plans, specifications or construction schedule shall be invalid unless approved in writing by Company. Should changes be approved by Company, that increase or decrease the cost of the work to Company, the parties shall agree, in writing, to the change in price prior to performance of any work. However, if no agreement is reached prior to the time for performance of said work, and Company elects to perform said work so as to avoid delays, then Company's estimate as to the value of said work shall be deemed accepted by Customer. In addition, the Customer shall pay for all extra work requested by Customer or made necessary because of incompleteness or inaccuracy of plans or other information submitted by Customer with respect to the location, type of occupancy, or other details of the work to be performed.

19. Insurance. Customer shall name Company, its officers, employees, agents, subcontractors, suppliers, and representatives as additional insureds on Customer's general liability and auto liability policies and shall provide satisfactory written proof of such coverage upon demand by Company. Customer's insurance shall be primary and non-contributory. Customer shall insure all leased Equipment in amounts acceptable to Company in Company's sole discretion and shall provide satisfactory written proof of such coverage upon demand by Company.

20. No Option to Sublicense. Customer shall not, directly or indirectly, on its own behalf or on behalf of any other person, business, corporation or entity, solicit or employ any Company employee, or induce any Company employee to leave his or her employment with Company, for a period of two (2) years after the termination of this agreement.

21. Limited Warranty. Subject to the limitations below, Company warrants any equipment installed pursuant to this agreement to be free from defects in material and workmanship under normal use for a period of one (1) year from the date of beneficial use or all or any part of the covered system(s) provided however, that Company's sole liability, and Customer's sole remedy, under this limited warranty shall be limited to the repair or replacement of the equipment or any part thereof, which Company determines is defective, at Company's sole option and subject to the availability of service personnel and parts, as determined by the Company. Company does not warrant consumable items that have been consumed. Company does not warrant items designed to fail in protecting the covered system(s) such as, but not limited to, fuses, breakers, or lightning protection devices. Company warrants that any Company software described in this agreement, as well as software contained in or sold as part of any equipment described in this agreement, will reasonably conform to its published specifications in effect at the time of delivery. However, Customer agrees and acknowledges that software may have inherent defects because of its complexity. Company's sole obligation with respect to software and Customer's sole remedy, shall be to make available published modifications, designed to correct inherent defects, which become available during the warranty period. Company reserves the right to void the warranty on equipment due to misuse, accident, negligence, unauthorized alteration, abnormal conditions, exposure to moisture, humidity, excessive temperatures, extreme environmental conditions, computer viruses, hacker attacks, or as a result of connection to or use with any accessory or product not approved or authorized by Company. EXCEPT AS EXPRESSLY SET FORTH HEREIN, COMPANY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO THE SERVICES PERFORMED OR THE PRODUCTS, SYSTEMS, OR EQUIPMENT, IF ANY, SUPPORTED HEREUNDER. Warranty service will be performed during Company's normal working hours. If Customer requests warranty service at other than normal working hours, service will be performed at Company's then current rates for after hour services. Any repairs, adjustments, or interconnections performed by Customer or any third party shall void all warranties.

22. Warranty Disclaimer. This agreement is not a guarantee or warranty that the system will in all cases provide the level of protection for which it was originally intended, is free of all defects and deficiencies, or is in compliance with all applicable codes. Customer agrees that it has not retained Company to make these assessments unless otherwise specifically indicate

23. Indemnity. Customer agrees to indemnify, hold harmless and defend Company against any and all losses, damages, costs, including expert fees and costs, and expenses including reasonable attorney fees, arising from any and all third party claims for personal injury, death, property damage or economic loss, including specifically any damages resulting from the exposure of workers to hazardous conditions whether or not Customer pre-notifies Company of the existence of said hazardous conditions, arising in any way from any act or omission of Customer or Company relating in any way to this agreement, including but not limited to the services under this agreement, whether such claims are based upon contract, warranty, tort (including but not limited to active or passive negligence), strict liability or otherwise. Company reserves the right to select counsel to represent it in any such action.

24. Termination. Any termination under the terms of this agreement shall be made in writing. In the event Customer terminates this agreement prior to completion for any reason not arising solely from Company's performance or failure to perform, Customer understands and agrees that Company will incur costs of administration and preparation that are difficult to estimate or determine. Accordingly, should Customer terminate this agreement as described above, Customer agrees to pay all charges incurred for products and equipment installed and services performed, and in addition pay an amount equal to twenty-five (25%) percent of the price of the products and equipment not yet delivered and pay a restocking fee of twenty-five (25%) percent the price of products or equipment returned. Company may terminate this agreement immediately at its sole discretion upon the occurrence of any event of default as hereinafter defined. Company may also terminate this agreement at its sole discretion upon notice to the Customer if Company's performance of its obligations under this agreement becomes impracticable due to obsolescence of equipment at Customer's premises or unavailability of parts.

25. Default. An event of default shall be 1) failure of the Customer to pay any amount with ten (10) days after the amount is due and payable, 2) abuse of the system or the equipment, 3) dissolution, termination, discontinuance, insolvency or business failure of Customer, or 4) any other breach by Customer of any provision of this Agreement. Upon the occurrence of an event of default, Company may pursue one or more of the following remedies, 1) discontinue furnishings of service, 2) by written notice to Customer declare the balance of unpaid amounts due and to become due under this agreement to be immediately due and payable, provided that all past due amounts shall bear interest at the rate of 1 1/2% per month (18% per year) or the highest amount permitted by law, 3) receive immediate possession of any equipment for which Customer has not paid, 4) proceed at law or equity to enforce performance by Customer or recover damages for breach of this agreement, and 5) recover all costs and expenses, including without limitation reasonable attorney's fees, in connection with enforcing or attempting to enforce this agreement. Customer authorizes A1 to enter the premise at any time to receive possession of the equipment at any time in a default situation. Customer acknowledges a \$250 fee is imposed each time that A1 attempts to enter a facility or calls to arrange to enter a facility for a reason above and is denied.

26. Force Majeure; Delays. Company shall not be liable for any damage or penalty for delays or failure to perform work due to acts of God, acts or omission of customer, acts of civil or military authorities, Government regulations or priorities, fires, epidemics, quarantine, restrictions, war, riots, civil disobedience or unrest, strikes, delays in transportation, vehicle shortages, differences with workmen, inability to obtain necessary labor, material or manufacturing facilities, defaults of company's subcontractors, failure or delay in furnishing complete information by customer with respect to location or other details of work to be performed, impossibility or impracticability of performance, or any other cause or causes beyond Company's control, whether or not similar to the foregoing. In the event work is temporarily discontinued by any of the foregoing, all unpaid installments of the contract price, less an amount equal to the value of the material and labor not furnished, shall be due and payable upon receipt of invoice by Customer.

27. One (1) Year Limitation of Actions; Choice of Law. Customer expressly agrees that any claim, lawsuit, or cause of action, whether in contract, tort or other legal theory, relating in any way and/or arising out of Company's services and/or materials provided to Customer, its subsidiaries and/or its insurers, must be filed no more than one (1) year from the date the alleged damage(s) occurs, that is the subject of the claim, lawsuit and/or cause of action. Customer expressly waives any statutory and/or common law limitation period to the contrary. This Agreement will be governed by, construed, and enforced in accordance with the laws of the State of Ohio without regard to such state's conflict of laws rules. Company and Customer agree that any action brought by any party shall be brought and resolved exclusively by the state and federal courts located in Montgomery County, Ohio, and the courts to which an appeal therefrom may be taken, provided that any party shall have the right, to the extent permitted by applicable law, to proceed against any other party or its property in any other location to the extent necessary for the enforcing party to enforce a judgment or other court order or arbitral award. Each of the parties hereby consents to the jurisdiction of such courts and waives all questions of jurisdiction and venue. The parties agree that either or both of them may file a copy of this Section with any court as written evidence of the knowing, voluntary and bargained Agreement between the parties irrevocably to waive any objections to venue or to convenience of forum. Legal process in any proceeding may be served on any party anywhere in the world.

28. Credit Check. The Customer hereby authorizes Company to check customer's credit.

29. Confirmation of Appointments; Consent to Call/Email/Text/Chat. Customer expressly authorizes A1 and its authorized representatives to contact Customer at the telephone number(s) and email address (es) provided by Customer to A1: (a) using an automated calling device to deliver a prerecorded message to set/confirm a service/installation appointment; (b) from time to time with information and offers about products and services that might interest Customer; and (c) to call use email, text, chat, or fax as a means to communicate with Customer. Customer consents to receive SMS from A1. Reply STOP to opt-out; Reply HELP; Message and data rates apply; Messaging frequency may vary.

30. Customer Acknowledgment. Customer acknowledges that: (a) when presenting its proposal to Customer, A1 explained the full range of protection, equipment, and services available to Customer; (b) additional protection over and above that provided herein is available and may be obtained from A1 at an additional cost to the Customer; and (c) Customer desires and has contracted for only the Equipment/Service(s)/System purchased; (d) such Equipment/Services/System purchased are for Customer's own use and not for the benefit of any third party; (e) Customer owns the premises in which the Equipment is being installed or has the authority to engage A1 to carry out the installation in the premises; (f) Customer will comply with all laws, codes and regulations pertaining to the use of the Equipment/Services/System; and (g) Customer agrees to the TERMS AND CONDITIONS.

31. Electronic Media. A1 may scan, fax, email, image, or otherwise convert this Agreement into an electronic format of any type or form, now known or developed in the future. Any unaltered or unadulterated copy of this Agreement produced from such an electronic format will be legally binding upon the parties and equivalent to the original for all purposes, including litigation. A1 may rely upon Customer's assent to the terms and conditions of this Agreement if Customer has signed this Agreement or demonstrated its intent to be bound electronically or otherwise.

32. Waiver of Subrogation. In case of any claim or loss, Customer agrees that it is responsible to maintain, and has sufficient insurance coverage to cover any potential claim or loss. Customer further agrees to look to its property and/or general liability insurance carrier for reimbursement. Customer and Company mutually agree to release one another from any and all claims with respect to any loss covered by (or which should have been covered) the insurance coverages which were required and/or recommended that may be applicable to any property where Company performs services and/or provides materials for Company. For purposes of this Section, all deductibles shall be considered insured losses. They further mutually agreed that their respective insurance companies shall have no right of subrogation against the other on account thereof.

33. DATA SECURITY AND YOUR PERSONAL INFORMATION: A1 will implement commercially reasonable administrative, physical and technical safeguards designed to secure personally identifiable information from unauthorized access, disclosure, compromise, or use. However, we can never promise 100% security. Customer has a responsibility, as well, to safeguard its information through the proper use and security of any online credentials used to access the personally identifiable information you have shared with A1, such as a username and password. If you believe your credentials have been compromised, if applicable, please change your password. If you believe the personally identifiable information you have shared with A1 has been the subject of unauthorized use, please notify A1 immediately. A1 shall adhere to all applicable Law relating to the personally identifiable information you have provided to A1. However, you warrant, represent, and acknowledge that A1 shall not be held liable for any third-party's use or misuse of your personally identifiable information. You are solely responsible for updating and maintaining the security of the equipment and services you have subscribed to as part of our services.

34. Customer agrees and acknowledges that any cloud-based services provided by the Company to Customer may be provided via a sublicense pursuant to Company's License Agreement with Prodata Key, Inc., a Delaware corporation ("PDK") and Customer agrees to be bound by and fully comply with the terms of the PDK License Agreement, the terms of which are incorporated herein by reference. Customer further agrees and acknowledges that cloud based services may also be provided by Company to Customer via a sublicense pursuant to Company's License Agreement with other third-party entities including, but not limited to, Carrier, EST, Edwards, Autocall, JCI, Digital Watchdog, MyDoorView, Tektone, or Keyscan, and Customer agrees to be bound by and fully comply with the terms of any such License Agreements, the terms of which are incorporated herein by reference.

35. Cloud-based Services Disclaimer. ALL CLOUD-BASED SERVICES ARE PROVIDED "AS IS" AND COMPANY MAKES NO, AND HEREBY DISCLAIMS ALL, WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE. COMPANY SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, VALIDITY, TITLE, SATISFACTORY QUALITY, AND NON-INFRINGEMENT, AND ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE, OR TRADE PRACTICE. COMPANY MAKES NO WARRANTY OF ANY KIND THAT THE CLOUD-BASED SERVICES, OR ANY PRODUCTS OR RESULTS OF THE USE THEREOF, WILL MEET CUSTOMER'S OR ANY OTHER PERSON'S REQUIREMENTS, OPERATE WITHOUT INTERRUPTION, ACHIEVE ANY INTENDED RESULT, BE COMPATIBLE OR WORK WITH ANY SOFTWARE, SYSTEM, OR OTHER SERVICES, OR BE SECURE, ACCURATE, COMPLETE, FREE OF HARMFUL CODE OR VIRUSES, OR ERROR FREE.

36. Restrictions on Use of Cloud-Based Services. Customer's use of the cloud-based services may be subject to certain restrictions set forth in these Terms & Conditions and other legal documents incorporated herein, which may include without limitation certain limitations on the scope of use, capacity types and quantities of system resources, and/or duration of the Services. Customer's use of the Services in a manner inconsistent with such restrictions may adversely impact the performance of the Services, may result in additional charges to Customer and/or may result in suspension of the cloud-based services or termination of Customer's user account under the terms of these Terms & Conditions. Customer agrees that Customer will comply with such restrictions or technical limitations of the cloud-based services. In using the cloud-based services, Customer agrees: (i) not to reverse engineer, decompile, disassemble, modify, adapt or translate any part of the cloud-based services or create derivative works based on any part of the cloud-based services; (ii) not to transfer, license, sublicense, rent, lease, sell, lend, distribute, host, outsource, disclose, assign, or otherwise commercially exploit or make available the cloud-based services or any part thereof to any third party without Company's prior express written consent and such consent may be withheld in the sole discretion of Company; (iii) not to disrupt or interfere with the security of, or otherwise abuse, the platform and/or the web site(s) and/or any online portals or associated infrastructure proprietary to or authorized by Company through which you are given access to the cloud-based services by Company; (iv) not to disrupt or interfere with the access to the platform and/or the provision by Company of the cloud-based services to any other customer or user thereof; (v) not to upload, post, or otherwise transmit any virus or other harmful, disruptive or destructive files onto the platform and/or the web site(s) and/or any online portals or associated infrastructure proprietary to or authorized by Company through which you are given access to the cloud-based services by Company; (vi) not to use or attempt to use the data of any other user of the cloud-based services, or create or use a false identity on any of the platform and/or the web site(s) and/or any online portals or associated infrastructure proprietary to or authorized by Company through which Customer is given access to the cloud-based services by Company; (vii) not to transmit through or onto the platform and/or the web site(s) and/or any online portals or associated infrastructure proprietary to or authorized by Company through which you are given access to the cloud-based services by Company, any spam mail, chain letters, junk mail or any other type of unsolicited mass e-mail to people or entities who have not agreed to be part of such mailings; (viii) not to use the platform and/or the web site(s) and/or any online portals or

associated infrastructure proprietary to or authorized by Company through which you are given access to the cloud-based services by Company, to defame, abuse, harass, stalk, threaten or otherwise violate the legal rights (such as rights of privacy or Intellectual Property Rights where applicable) of Company or any third party; (ix.) not to use the platform and/or the web site(s) and/or any online portals or associated infrastructure proprietary to or authorized by Company through which Customer is given access to the cloud-based services by Company, to publish, post, distribute or disseminate any information or material which is obscene, defamatory, indecent or unlawful; and not to use the platform and/or the web site(s) and/or any online portals or associated infrastructure proprietary to or authorized by Company through which Customer is given access to the Services by Company, to take any action which would cause Company to be in violation of any law or regulation.

37. **Customer Data.** If the cloud-based services enable(s) the Customer to upload, store, create and/or modify Customer Data within the cloud-based services and/or on the platform, any such Customer Data shall be provided as it determines under its own responsibility to facilitate its use of the cloud-based services. Customer shall have sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness and ownership of any Customer Data it uploads, collects, stores and/or processes in the cloud-based services and/or on the platform, and/or creates and/or modifies, through Customer's use of the cloud-based services.

Customer grants Company a non-exclusive, perpetual, irrevocable, worldwide, free of charge, paid-up, royalty-free and transferable license right to collect, store, use, import, distribute, modify and distribute modifications of, perform, create and distribute derivative works of, translate, copy and display Customer Data for the purpose of and in conjunction only with providing access to and the right to use the cloud-based services and improving, modifying or testing the cloud-based services.

Company shall not disclose Customer Data to any third party without Customer's prior express consent, except for (a) disclosure to Company's suppliers involved in the provision of the cloud-based services, or (b) when disclosure of Customer Data is the sole reasonably available manner for Company to comply with any legal obligation applicable to Company or any valid order by a court or other competent jurisdiction or governmental agency, to prevent fraud, abuse or security threat of the cloud-based services or enforce or defend Company's rights under these Terms & Conditions or any related litigation.

38. **Personal Information Protection.** Customer is responsible for any personally identifiable information that Customer uploads, stores, creates, uses, shares, modifies, deletes or otherwise processes with the cloud-based services. Customer must comply with all applicable laws and regulations, obtain all required consents and make all required notifications in this respect.

39. **Cloud-Based Services Intellectual Property Rights.** All right, title and interest in and to the cloud-based services, any and all hardware, software and other items used by Company to provide the cloud-based services as well as any technology or know-how embodied or otherwise implemented in the cloud-based services, and all Intellectual Property Rights pertaining thereto, are and shall remain the full and sole property of Company and/or its licensors. No title to or ownership of any Intellectual Property Rights related to the cloud-based services is transferred or shall be deemed to be conveyed to Customer or any third-party pursuant to these Terms & Conditions or under any business transaction performed between Company and Customer. All rights not explicitly granted to Customer under these Terms & Conditions regarding the cloud-based services are reserved by Company and its licensors.

40. **Third-Party Websites and Content.** If the cloud-based services enable Customer to link to, transmit Customer Data to, indicate the web address of or otherwise access to, third parties' websites or third parties' content, products, services or information, the Customer shall bear all risks associated with access to and use of such third parties' websites and third parties' content, products, services and information. Company does not control and is not responsible for such third parties' websites or any such third parties' content, products, services and information accessible from or provided through such websites. Any access to third parties' websites or any use of third parties' content, products, services or information through Customer's access to the cloud-based services shall be subject to said third parties' own terms of use or other legal document which shall govern the relationship between Customer and said third parties with respect thereto.

41. **Termination or Suspension of Cloud-Based Services.** Without prejudice to any other rights and remedies it may have under these Terms & Conditions, at law or otherwise, Company reserves the right to suspend the cloud-based services (in whole or in part) at any time with immediate effect by written notice to Customer if: (i.) in Customer's reasonable judgment, the cloud-based services are about to suffer a threat to security or functionality; or (ii.) Company has requested but has not received from the Customer any information required to enable Company to perform the cloud-based services; or (iii.) if any sum payable by Customer to Company for the provision of the cloud-based services is in arrears for more than thirty (30) calendar days after the due date; or (iv.) the Customer violates the terms of these Terms & Conditions and/or any documents expressly incorporated herein; or (v.) the Customer has otherwise breached or failed to comply with any of its obligations under these Terms & Conditions and has not cured such breach or failure within a period of thirty (30) calendar days from the date of receipt of a written notice from Company specifying the breach or failure and requiring its remedy; or (vi.) the Customer violates any applicable laws or infringes the intellectual property rights of Company, its affiliates or any third-party in its access or use of the cloud-based services. In any such event of suspension of the cloud-based services, the Customer shall remain liable to pay the sums payable to Company under the suspended cloud-based services and any resumption of the suspended cloud-based services shall be conditional upon the cause giving rise to the suspension of the cloud-based services being remedied and the Customer complying with such requirements as Company may reasonably specify in its suspension notice to Customer. Further, if the Customer shall fail to cure the cause giving rise to the suspension or to effect the remedial action required by Company within such period of time as Company shall specify in its suspension notice, Company may, in addition to any other rights and remedies that Company may have, terminate the cloud-based services permanently without liability or refund to Customer of any kind; termination of the cloud-based services by Company shall be achieved by disabling or otherwise cancelling Customer's user account or any other technical means Company shall reasonably determine to disable Customer's access and use of the cloud-based services.

42. **Waiver of Release for Marketing Purposes.** Customer agrees that Company may utilize any work or final product for the purpose of promotion or marketing of Company.

43. **Assignment.** Customer may not assign this agreement without Company's prior written consent. Company may assign this agreement to an affiliate without obtaining Customer's consent.

44. **Section Headings.** Section headings have been inserted herein for convenience of reference only. If there is any conflict between such headings and the text herein, the text shall control.

45. **Integration.** This agreement, including any and all documents incorporated herein by reference, supersedes all prior agreements between parties with respect to its subject matter and constitutes (along with the documents referred to in this agreement) a complete and exclusive statement of the terms of the agreement between the parties with respect to its subject matter.

46. **Legal Fees.** Company shall be entitled to recover from the Customer all reasonable legal fees incurred in connection with Company enforcing the terms and conditions of this agreement.

47. **Severability.** If any provision of this agreement is held by any court or other competent authority to be void or unenforceable in whole or in part, this agreement will continue to be valid as to the other provisions and the remainder of the affected provision.

48. **Entire Agreement.** The parties intend this agreement, together with all documents incorporated herein by reference, and any attachments or Riders (collectively the "agreement") to be the final, complete and exclusive expression of their agreement and the terms and conditions thereof. This agreement supersedes all prior representations, understandings or agreements between the parties, written or oral, and shall constitute the sole terms and conditions of sale for all equipment and services. No waiver, change, or modifications of any terms or conditions of this agreement shall be binding on company unless made in writing and signed by an authorized representative of Company.