

TERMS OF USE FOR CLOUD SERVICES

Last Modified: May 4, 2023

EITHER BY LOGGING INTO THIS SITE OR USING THE SERVICES, YOU AGREE TO ACCEPT THE TERMS AND CONDITIONS OF THESE TERMS OF USE FOR CLOUD SERVICES ("AGREEMENT"). THIS AGREEMENT GOVERNS YOUR ACCESS TO AND USE OF THE CLOUD SERVICES AS OF THE DATE YOU ACCESS OR USE THE CLOUD SERVICES (THE "EFFECTIVE DATE"). IF YOU ARE ENTERING INTO THIS AGREEMENT ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY AND ITS AFFILIATES ("CUSTOMER", "YOU", OR "YOUR"), 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 WITH INVUE SECURITY PRODUCTS INC. OR ONE OF ITS AFFILIATES ("INVUE", "PROVIDER", "WE", OR "US"), THEN IF THERE IS A CONFLICT BETWEEN SUCH MASTER SERVICES AGREEMENT AND THIS AGREEMENT, THE TERMS OF THE MASTER SERVICES AGREEMENT SHALL CONTROL.

1. Definitions.

(a) "**Authorized User**" means Customer and Customer's employees, consultants, contractors, and agents (i) who are authorized by Customer to access and use the Cloud Services under the rights granted to Customer pursuant to this Agreement and (ii) for whom access to the Cloud Services has been purchased hereunder.

(b) "**Cloud Services**" means the services provided by Provider under this Agreement that are detailed in the Order.

(c) "**Customer Data**" means, other than Aggregated Statistics, information, data, and other content, in any form or medium, that is submitted, posted, or otherwise transmitted by or on behalf of Customer or any other Authorized User through the Cloud Services.

(d) "**Documentation**" means Provider's user manuals and guides relating to the Cloud Services provided by Provider to Customer either electronically or in hard copy form.

(e) "**Order**" means a Customer's purchase agreement or test agreement that incorporates the terms of this Agreement.

(f) "**Provider IP**" means the Cloud Services, the Documentation, and all intellectual property provided to Customer or any other Authorized User in connection with the foregoing. For the avoidance of doubt, Provider IP includes Aggregated Statistics and any information, data, or other content derived from Provider's monitoring of Customer's access to or use of the Cloud Services, but does not include Customer Data.

(g) "**Third-Party Products**" means any products, content, services, information, websites, or other materials that are owned by third parties and are incorporated into or accessible through the Cloud Services.

2. Access and Use.

(a) Provision of Access. Subject to and conditioned on your payment of Fees and compliance with all other terms and conditions of this Agreement, Provider hereby grants you a revocable, non-exclusive, non-transferable, non-sublicensable, limited right to access and use the Cloud Services during the Term solely for your internal business operations by Authorized Users in accordance with the terms and

conditions herein. Provider shall provide you the necessary passwords and access credentials to allow you to access the Cloud Services.

(b) Documentation License. Subject to the terms and conditions contained in this Agreement, Provider hereby grants you a non-exclusive, non-sublicensable, non-transferable license for Authorized Users to use the Documentation during the Term solely for your internal business purposes in connection with use of the Cloud Services.

(c) Downloadable Software. Use of the Cloud Services may require or include use of downloadable software. Provider grants you a non-transferable, non-exclusive, non-assignable, limited right for Authorized Users to use downloadable software we provide as part of the Cloud Services. Any Third-Party Products that consist of downloadable software are subject to the terms of Section 3(e). To the extent, you use Provider's mobile applications in conjunction with the Cloud Services, you agree to comply with Company's Mobile Application End User License Agreement relating to such mobile applications.

(d) Use Restrictions. You shall not, and shall not permit any Authorized Users to, use the Cloud Services, any software component of the Cloud Services, or Documentation for any purposes beyond the scope of the access granted in this Agreement. You shall not at any time, directly or indirectly, and shall not permit any Authorized Users to: (i) copy, modify, or create derivative works of the Cloud Services, any software component of the Cloud Services, or Documentation, in whole or in part; (ii) rent, lease, lend, sell, license, sublicense, assign, distribute, publish, transfer, or otherwise make available the Cloud Services or Documentation except as expressly permitted under this Agreement; (iii) reverse engineer, disassemble, decompile, decode, adapt, or otherwise attempt to derive or gain access to any software component of the Cloud Services, in whole or in part; (iv) remove any proprietary notices from the Cloud Services or Documentation; or (v) use the Cloud Services or Documentation in any manner or for any purpose that infringes, misappropriates, or otherwise violates any intellectual property right or other right of any person, or that violates any applicable law, regulation, or rule.

(e) Aggregated Statistics. Notwithstanding anything to the contrary in this Agreement, Provider may monitor Customer's use of the Cloud Services and collect and compile data and information related to Customer's use of the Cloud Services to be used by Provider in an aggregated and anonymized manner, including to compile statistical and performance information related to the provision and operation of the Cloud Services ("**Aggregated Statistics**"). As between Provider and Customer, all right, title, and interest in Aggregated Statistics, and all intellectual property rights therein, belong to and are retained solely by Provider. You acknowledge that Provider may compile Aggregated Statistics based on Customer Data input into the Cloud Services. You agree that Provider may (i) make Aggregated Statistics publicly available in compliance with applicable law, and (ii) use Aggregated Statistics to the extent and in the manner permitted under applicable law; provided that such Aggregated Statistics do not identify Customer or Customer's Confidential Information.

(f) Reservation of Rights. Provider reserves all rights not expressly granted to Customer in this Agreement. Except for the limited rights and licenses expressly granted under this Agreement, nothing in this Agreement grants, by implication, waiver, estoppel, or otherwise, to Customer or any third party, any intellectual property rights or other right, title, or interest in or to the Provider IP.

(g) Suspension. Notwithstanding anything to the contrary in this Agreement, Provider may temporarily suspend Customer's and any other Authorized User's access to any portion or all of the Cloud Services if: (i) Provider reasonably determines that (A) there is a threat or attack on any of the Provider IP; (B) Customer's or any other Authorized User's use of the Provider IP disrupts or poses a security risk to the Provider IP or to any other customer or vendor of Provider; (C) Customer or any other Authorized User is using the Provider IP for fraudulent or illegal activities; (D) subject to applicable law, Customer has ceased to continue its business in the ordinary course, made an assignment for the benefit of creditors or similar disposition of its assets, or become the subject of any bankruptcy, reorganization, liquidation, dissolution, or similar proceeding; or (E) Provider's provision of the Cloud Services to Customer or any other Authorized User is prohibited by applicable law; (ii) any vendor of Provider has suspended or terminated Provider's access to or use of any third-party services or products required to enable Customer to access the

Cloud Services; or (iii) in accordance with Section 5 (any such suspension described in subclause (i), (ii), or (iii), a "**Service Suspension**"). Provider shall use commercially reasonable efforts to provide written notice of any Service Suspension to Customer and to provide updates regarding resumption of access to the Cloud Services following any Service Suspension. Provider shall use commercially reasonable efforts to resume providing access to the Cloud Services as soon as reasonably possible after the event giving rise to the Cloud Services Suspension is cured. Provider will have no liability for any damage, liabilities, losses (including any loss of or profits), or any other consequences that Customer or any other Authorized User may incur as a result of a Service Suspension.

3. Customer Responsibilities.

(a) Acceptable Use. The Cloud Services may not be used for unlawful, fraudulent, offensive, or obscene activity. You will comply with all terms and conditions of this Agreement, all applicable laws, rules, and regulations, and all guidelines, standards, and requirements that may be posted on invue.com/terms-and-conditions from time to time.

(b) Account Use. You are responsible and liable for all uses of the Cloud Services and Documentation resulting from access provided by you, directly or indirectly, whether such access or use is permitted by or in violation of this Agreement. Without limiting the generality of the foregoing, you are responsible for all acts and omissions of Authorized Users, and any act or omission by an Authorized User that would constitute a breach of this Agreement if taken by you will be deemed a breach of this Agreement by you. You shall use reasonable efforts to make all Authorized Users aware of this Agreement's provisions as applicable to such Authorized User's use of the Cloud Services and shall cause Authorized Users to comply with such provisions.

(c) Customer Data. You hereby grant to Provider a non-exclusive, royalty-free, worldwide license to reproduce, distribute, and otherwise use and display the Customer Data and perform all acts with respect to the Customer Data as may be necessary for Provider to provide the Cloud Services to you, and a non-exclusive, perpetual, irrevocable, royalty-free, worldwide license to reproduce, distribute, modify, and otherwise use and display Customer Data incorporated within the Aggregated Statistics. You will ensure that Customer Data and any Authorized User's use of Customer Data will not violate any policy or terms referenced in or incorporated into this Agreement or any applicable law. You are solely responsible for the development, content, operation, maintenance, and use of Customer Data.

(d) Passwords and Access Credentials. You are responsible for keeping your passwords and access credentials associated with the Cloud Services confidential. You will not sell or transfer them to any other person or entity. You will promptly notify us about any unauthorized access to your passwords or access credentials.

(e) Third-Party Products. The Services may permit access to Third-Party Products. For purposes of this Agreement, such Third-Party Products are subject to their own terms and conditions presented to you for acceptance within the Cloud Services by website link or otherwise. If you do not agree to abide by the applicable terms for any such Third-Party Products, then you should not install, access, or use such Third-Party Products.

4. Support.

(a) Support. This Agreement does not entitle Customer to any support for the Cloud Services.

(b) Historical data. The Cloud Services do not replace the need for Customer to maintain regular data backups or redundant data archives. Historical data generated through use of the Cloud Services, including any Customer Data, will be retained for a time period determined by InVue in its sole discretion, and beyond this retention period InVue retains the right to delete historical data in its sole discretion.

5. Fees and Payment. Customer shall pay InVue (or its authorized distributor partner) fees as described in an Order ("**Fees**"). If no Fee is provided on the Order, InVue's published prices in effect for the applicable Cloud Services will apply. The entity that invoices Customer (InVue or its authorized distributor partner) will set Licensee's pricing and payment terms for that invoice.

6. Confidential Information. From time to time during the Term, Provider and Customer may disclose or make available to the other party information about its business affairs, products, confidential intellectual property, trade secrets, third-party confidential information, and other sensitive or proprietary information, whether orally or in written, electronic, or other form or media/in written or electronic form or media, whether or not marked, designated, or otherwise identified as "confidential" at the time of disclosure (collectively, "**Confidential Information**"). Confidential Information does not include information that, at the time of disclosure is: (a) in the public domain; (b) known to the receiving party; (c) rightfully obtained by the receiving party on a non-confidential basis from a third party; or (d) independently developed by the receiving party. The receiving party shall not disclose the disclosing party's Confidential Information to any person or entity, except to the receiving party's employees, agents, or subcontractors who have a need to know the Confidential Information for the receiving party to exercise its rights or perform its obligations hereunder and who are required to protect the Confidential Information in a manner no less stringent than required under this Agreement. Notwithstanding the foregoing, each party may disclose Confidential Information to the limited extent required (i) to comply with the order of a court or other governmental body, or as otherwise necessary to comply with applicable law, provided that the party making the disclosure pursuant to the order shall first have given written notice to the other party and made a reasonable effort to obtain a protective order; or (ii) to establish a party's rights under this Agreement, including to make required court filings. Each party's obligations of non-disclosure with regard to Confidential Information are effective as of the date such Confidential Information is first disclosed to the receiving party and will expire five years thereafter; provided, however, with respect to any Confidential Information that constitutes a trade secret (as determined under applicable law), such obligations of non-disclosure will survive the termination or expiration of this Agreement for as long as such Confidential Information remains subject to trade secret protection under applicable law.

7. Privacy Policy. Provider complies with its privacy policy set forth in Exhibit A ("**Privacy Statement**"), in providing the Cloud Services. The Privacy Policy is subject to change as described herein. By accessing, using, and providing information to or through the Cloud Services, you acknowledge that you have reviewed and accepted our Privacy Policy, and you consent to all actions taken by us with respect to your information in compliance with the then-current version of our Privacy Policy.

8. Intellectual Property Ownership; Feedback. As between you and us, (a) we own all right, title, and interest, including all intellectual property rights, in and to the Cloud Services and (b) you own all right, title, and interest, including all intellectual property rights, in and to Customer Data. If you or any of your employees, contractors, or agents sends or transmits any communications or materials to us by mail, email, telephone, or otherwise, suggesting or recommending changes to the Cloud Services, including without limitation, new features or functionality relating thereto, or any comments, questions, suggestions, or the like ("**Feedback**"), we are free to use such Feedback irrespective of any other obligation or limitation between you and us governing such Feedback. All Feedback is and will be treated as non-confidential. You hereby assign to us on your behalf, and shall cause your employees, contractors, and agents to assign, all right, title, and interest in, and we are free to use, without any attribution or compensation to you or any third party, any ideas, know-how, concepts, techniques, or other intellectual property rights contained in the Feedback, for any purpose whatsoever, although we are not required to use any Feedback.

9. Limited Warranty and Warranty Disclaimer.

(a) Provider warrants that it provides Cloud Services using a commercially reasonable level of care and skill. Provider does not make any representations or guarantees regarding uptime or availability of the Cloud Services. THE FOREGOING WARRANTY DOES NOT APPLY, AND PROVIDER STRICTLY DISCLAIMS ALL WARRANTIES, WITH RESPECT TO ANY THIRD-PARTY PRODUCTS.

(b) EXCEPT FOR THE LIMITED WARRANTY SET FORTH IN SECTION 9(a), THE CLOUD SERVICES ARE PROVIDED "AS IS" AND PROVIDER SPECIFICALLY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE. PROVIDER SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT, AND ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE, OR TRADE PRACTICE. PROVIDER MAKES NO WARRANTY OF ANY KIND THAT THE CLOUD SERVICES, OR ANY PRODUCTS OR RESULTS OF THE USE THEREOF, WILL MEET YOUR OR ANY OTHER PERSON'S OR ENTITY'S REQUIREMENTS, OPERATE WITHOUT INTERRUPTION, ACHIEVE ANY INTENDED RESULT, BE COMPATIBLE OR WORK WITH ANY OF YOUR OR ANY THIRD PARTY'S SOFTWARE, SYSTEM, OR OTHER SERVICES, OR BE SECURE, ACCURATE, COMPLETE, FREE OF HARMFUL CODE, OR ERROR-FREE, OR THAT ANY ERRORS OR DEFECTS CAN OR WILL BE CORRECTED.

10. Indemnification.

(a) Provider Indemnification.

(i) Provider shall indemnify, defend, and hold Customer harmless from and against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including reasonable attorneys' fees ("**Losses**"), incurred by Customer resulting from any third-party claim, suit, action, or proceeding ("**Third-Party Claim**") that the Cloud Services, or any use of the Cloud Services in accordance with this Agreement, infringes or misappropriates such third party's intellectual property rights, provided that Customer promptly notifies Provider in writing of the Third-Party Claim, cooperates with Provider, and allows Provider sole authority to control the defense and settlement of such Third-Party Claim.

(ii) If Customer is enjoined from using the Cloud Services as a result of a Third-Party Claim, Customer agrees to permit Provider, at Provider's sole discretion, to (A) modify or replace the Cloud Services, or component or part thereof, to make it non-infringing, or (B) obtain the right for Customer to continue use. If Provider determines that neither alternative is reasonably available, Provider may terminate this Agreement, in its entirety or with respect to the affected component or part, effective immediately on written notice to Customer. This Section 10(a)(ii) sets forth your sole remedies and our sole liability and obligation for any actual, threatened, or alleged Third-Party Claims that the Cloud Services infringe, misappropriate, or otherwise violate any intellectual property rights of any third party.

(iii) This Section 10(a) will not apply to the extent that any such Third-Party Claim arises from Customer Data or Third-Party Products or any modifications or use of the Cloud Services that is not authorized or directed by Provider.

(iv) THIS SECTION 10 SETS FORTH CUSTOMER'S SOLE REMEDIES AND LICENSOR'S SOLE LIABILITY AND OBLIGATION FOR ANY ACTUAL, THREATENED, OR ALLEGED CLAIMS THAT THE SOFTWARE OR DOCUMENTATION INFRINGES, MISAPPROPRIATES, OR OTHERWISE VIOLATES ANY INTELLECTUAL PROPERTY RIGHTS OF ANY THIRD PARTY.

(b) Customer Indemnification. Customer shall indemnify, hold harmless, and, at Provider's option, defend Provider and its officers, directors, employees, agents, affiliates, successors, and assigns from and against any and all Losses arising from or relating to any Third-Party Claim (i) that the Customer Data, or any use of the Customer Data in accordance with this Agreement, infringes or misappropriates such third party's intellectual property rights; or (ii) based on Customer's or any Authorized User's negligence or willful misconduct or use of the Cloud Services in a manner not authorized by this Agreement; provided that Customer may not settle any Third-Party Claim against Provider unless Provider consents to such settlement, and further provided that Provider will have the right, at its option, to defend

itself against any such Third-Party Claim or to participate in the defense thereof by counsel of its own choice.

11. Limitations of Liability. EXCEPT AS PROHIBITED BY APPLICABLE LAW, IN NO EVENT WILL PROVIDER BE LIABLE UNDER OR IN CONNECTION WITH THIS AGREEMENT UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR OTHERWISE, FOR ANY: (a) CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, ENHANCED, OR PUNITIVE DAMAGES; (b) INCREASED COSTS, DIMINUTION IN VALUE OR LOST BUSINESS, PRODUCTION, REVENUES, OR PROFITS; (c) LOSS OF GOODWILL OR REPUTATION; (d) USE, INABILITY TO USE, LOSS, INTERRUPTION, DELAY OR RECOVERY OF ANY DATA, OR BREACH OF DATA OR SYSTEM SECURITY; OR (e) COST OF REPLACEMENT GOODS OR SERVICES, IN EACH CASE REGARDLESS OF WHETHER PROVIDER WAS ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES OR SUCH LOSSES OR DAMAGES WERE OTHERWISE FORESEEABLE. IN NO EVENT WILL PROVIDER'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR OTHERWISE EXCEED THE TOTAL AMOUNTS PAID TO PROVIDER UNDER THIS AGREEMENT IN THE TWELVE (12) MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO THE CLAIM.

12. Term and Termination.

(a) Term. The term of this Agreement begins on the Effective Date and continues until terminated. Subscriptions for Cloud Services will start on the effective date of an Order for the term specified therein.

(b) Termination. In addition to any other express termination right set forth in this Agreement:

(i) Either party may terminate this Agreement, effective on written notice to the other party, if the other party materially breaches this Agreement, and such breach: (A) is incapable of cure; or (B) being capable of cure, remains uncured 30 days after the non-breaching party provides the breaching party with written notice of such breach.

(ii) Either party may terminate this Agreement, effective immediately upon written notice to the other party, if the other party: (A) becomes insolvent or is generally unable to pay, or fails to pay, its debts as they become due; (B) files, or has filed against it, a petition for voluntary or involuntary bankruptcy or otherwise becomes subject, voluntarily or involuntarily, to any proceeding under any domestic or foreign bankruptcy or insolvency law; (C) makes or seeks to make a general assignment for the benefit of its creditors; or (D) applies for or has appointed a receiver, trustee, custodian, or similar agent appointed by order of any court of competent jurisdiction to take charge of or sell any material portion of its property or business.

(c) Effect of Termination. Upon termination of this Agreement, Customer shall immediately discontinue use of the Provider IP. No expiration or termination of this Agreement will affect Customer's obligation to pay all Fees that may have become due before such expiration or termination, or entitle Customer to any refund.

(d) Survival. This Section 12(d), Sections 5, 6, 10, 11, 14, 15, 16, and 17, and any right, obligation, or required performance of the parties in this Agreement which, by its express terms or nature and context is intended to survive termination of this Agreement, will survive any such termination.

13. Modifications. You acknowledge and agree that we have the right, in our sole discretion, to modify this Agreement, and that modified terms become effective on posting. Changes to this Agreement are effective upon Seller posting the updated terms to its website (available at <https://invue.com/terms-and-conditions>).

You are responsible for reviewing and becoming familiar with any such modifications. Your continued use of the Cloud Services after the effective date of the modifications will be deemed acceptance of the modified terms.

14. Export Regulation. The Cloud Services utilize software and technology that may be subject to US export control laws, including the US Export Administration Act and its associated regulations. You shall not, directly or indirectly, export, re-export, or release the Cloud Services or the software or technology included in the Cloud Services to, or make the Cloud Services or the software or technology included in the Cloud Services accessible from, any jurisdiction or country to which export, re-export, or release is prohibited by law, regulation, or rule. You shall comply with all applicable federal laws, regulations, and rules, and complete all required undertakings (including obtaining any necessary export license or other governmental approval), prior to exporting, re-exporting, releasing, or otherwise making the Cloud Services or the software or technology included in the Cloud Services available outside the US.

15. US Government Rights. Each of the software components that constitute the Cloud Services and the Documentation is a "commercial product" as that term is defined at 48 C.F.R. § 2.101, consisting of "commercial computer software" and "commercial computer software documentation" as such terms are used in 48 C.F.R. § 12.212. Accordingly, if you are an agency of the US Government or any contractor therefor, you receive only those rights with respect to the Cloud Services and Documentation as are granted to all other end users, in accordance with (a) 48 C.F.R. § 227.7201 through 48 C.F.R. § 227.7204, with respect to the Department of Defense and their contractors, or (b) 48 C.F.R. § 12.212, with respect to all other US Government customers and their contractors.

16. Governing Law and Jurisdiction. This agreement is governed by and construed in accordance with the internal laws of the State of North Carolina without giving effect to any choice or conflict of law provision or rule that would require or permit the application of the laws of any jurisdiction other than those of the State of North Carolina. Any legal suit, action, or proceeding arising out of or in connection with this agreement or the rights granted hereunder will be instituted exclusively in the federal courts of the United States or the courts of the State of North Carolina in each case located in the city of Charlotte and County of Mecklenburg, and each party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action, or proceeding.

17. Miscellaneous. This Agreement constitutes the entire agreement and understanding between the parties hereto with respect to the subject matter hereof and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to such subject matter. Any notices to us must be sent to our corporate headquarters address available at invue.com and must be delivered either in person, by certified or registered mail, return receipt requested and postage prepaid, or by recognized overnight courier service, and are deemed given upon receipt by us. Notwithstanding the foregoing, you hereby consent to receiving electronic communications from us. These electronic communications may include notices about applicable fees and charges, transactional information, and other information concerning or related to the Cloud Services. You agree that any notices, agreements, disclosures, or other communications that we send to you electronically will satisfy any legal communication requirements, including that such communications be in writing. The invalidity, illegality, or unenforceability of any provision herein does not affect any other provision herein or the validity, legality, or enforceability of such provision in any other jurisdiction. Any failure to act by us with respect to a breach of this Agreement by you or others does not constitute a waiver and will not limit our rights with respect to such breach or any subsequent breaches. This Agreement is personal to you and may not be assigned or transferred for any reason whatsoever without our prior written consent and any action or conduct in violation of the foregoing will be void and without effect. We expressly reserve the right to assign this Agreement and to delegate any of its obligations hereunder.

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 company, institution or other providing entity ("Company") 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 Company 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 Company or between your Company and a reseller or partner, as applicable, but is simply intended to provide additional information to you regarding the InVue Services. Your Company 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 Company, 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 Company.

PERSONAL DATA COLLECTED

"Personal Data" means any information relating to you that is entered by or on behalf of your Company 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 Company'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 Company has subscribed and how the InVue Services are configured for your Company.

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 Company.

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 Company'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 Company and those other users, persons or third parties to which your Company chooses to provide access. Your Company 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 Company 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 Company. 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.