

## **INTELAASSURE APP END USER LICENSE AGREEMENT**

This Mobile Application End User License Agreement ("**Agreement**") is a binding agreement between you ("**End User**" or "**you**"), Viakoo, Inc. ("**Viakoo**"), and Stanley Convergent Security Solutions, Inc. ("**SCSS**"). This Agreement and any other Agreement you or your company have entered into with Viakoo and/or SCSS govern your use of the IntelAssure mobile app (including all related documentation, the "**Application**").

This Agreement is originally drafted in English (U.S.). To the extent any translated version of this Agreement conflicts with the English version, the English version shall prevail. This Agreement shall be governed by and construed in all respects in accordance with the law of the State of New York and the parties agree to submit to the exclusive jurisdiction of New York Courts in respect of the interpretation of, and any disputes relating to, this Agreement or any of its provisions.

BY DOWNLOADING, INSTALLING, AND/OR USING THE APPLICATION, YOU (A) ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTAND THIS AGREEMENT; (B) REPRESENT THAT YOU ARE 18 YEARS OF AGE OR OLDER/OF LEGAL AGE TO ENTER INTO A BINDING AGREEMENT; AND (C) ACCEPT THIS AGREEMENT AND AGREE THAT YOU ARE LEGALLY BOUND BY ITS TERMS. IF YOU DO NOT AGREE TO THESE TERMS, DO NOT USE THE APPLICATION AND DELETE IT FROM YOUR MOBILE DEVICE.

1. License Grant. Subject to the terms of this Agreement, Viakoo grants you a limited, non-exclusive, and nontransferable license to:
  - a. download, install, and use the Application for your use on a single mobile device owned or otherwise controlled by you ("**Mobile Device**") strictly in accordance with this Agreement and any other documentation related to the Application; and
  - b. use on such Mobile Device the content, software, and/or services made available in or otherwise accessible through the Application, strictly in accordance with this Agreement.
2. License Restrictions. You shall not:
  - a. copy the Application, except as expressly permitted by this license;
  - b. modify, translate, adapt, or otherwise create derivative works or improvements, whether or not patentable, of the Application;
  - c. reverse engineer, disassemble, decompile, decode, or otherwise attempt to derive or gain access to the source code of the Application or any part thereof;
  - d. remove, delete, alter, or obscure any trademarks or any copyright, trademark, patent, or other intellectual property or proprietary rights notices from the Application, including any copy thereof;
  - e. rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer, or otherwise make available the Application, or any features or functionality of the Application, to any third party for any reason, including by making the Application available on a network where it is capable of being accessed by more than one device at any time;

- f. remove, disable, circumvent, or otherwise create or implement any workaround to any copy protection, rights management, or security features in or protecting the Application; or
  - g. use the Application in, or in association with, the design, construction, maintenance, or operation of any hazardous environments or systems, including any power generation systems; aircraft navigation or communication systems, air traffic control systems, or any other transport management systems; safety-critical applications, including medical or life-support systems, vehicle operation applications or any police, fire, or other safety response systems; and military or aerospace applications, weapons systems, or environments.
3. Reservation of Rights. You acknowledge and agree that the Application is provided under license, and not sold, to you. You do not acquire any ownership interest in the Application under this Agreement, or any other rights thereto other than to use the Application in accordance with the license granted, and subject to all terms, conditions, and restrictions, under this Agreement. Viakoo, SCSS, and each of their affiliates, reserve and shall retain their entire right, title, and interest in and to the Application, including all copyrights, trademarks, and other intellectual property rights therein or relating thereto, except as expressly granted to you in this Agreement.
4. Term and Termination.
- a. The term of Agreement commences when you install the Application and will continue in effect until terminated by you, Viakoo, or SCSS as set forth herein.
  - b. You may terminate this Agreement by deleting the Application and all copies thereof from your Mobile Device. Such termination applies to this End User License Agreement only, and not to any other agreements with Viakoo and/or SCSS.
  - c. Viakoo or SCSS may terminate this Agreement at any time without notice if it ceases to support the Application, which Viakoo or SCSS may do in their sole discretion. In addition, this Agreement will terminate immediately and automatically without any notice if you violate any of the terms and conditions of this Agreement.
  - d. Upon termination:
    - i. all rights granted to you under this Agreement will also terminate; and
    - ii. you must cease all use of the Application and delete all copies of the Application from any of your Mobile Device and any additional devices.
  - e. Termination will not limit any of Company's rights or remedies at law or in equity.
5. Accessing and Updating Information. When you use the Application, Viakoo makes good faith efforts to provide you with access to your information and either to correct this data if it is inaccurate or to delete such data at your request (if it is not otherwise required to be retained by law or for legitimate business purposes). Individual are required to identify themselves and the information requested to be accessed, corrected or removed before processing such requests. Viakoo may decline to process requests at its discretion, for example if, in its opinion, requests

are unreasonably repetitive or systematic, require disproportionate technical effort, could jeopardize the privacy of others, could simply be impractical, or for which access is not otherwise required.

6. Sharing Your Content and Information. You acknowledge that you are responsible for maintaining the confidentiality of your account and password and for restricting access to your Mobile Device and any other devices to prevent unauthorized access to your account. You agree to accept responsibility for all activities that occur under your account or password. You should take all necessary steps to ensure that the password is kept confidential and secure and should inform Viakoo immediately if you have any reason to believe that your password has become known to anyone else, or if the password is being, or is likely to be, used in an unauthorized manner. You must not allow any third party to access your account.
7. Privacy. Your privacy is very important to us. The privacy policies of Viakoo and SCSS related to this Application can be found at <https://www.viakoo.com/privacy-policy/>. You are encouraged to read these privacy policies in full. By downloading, installing, and/or using the Application, you consent to these information collection and usage terms, including (where applicable) the transfer of data into a country outside of the United States of America.  
  
Please note that Viakoo and/or SCSS's Privacy Policies may change from time to time. Any Privacy Policy changes will be posted at the link above and, if the changes are significant, a more prominent notice (including, for certain services, email notification of Privacy Policy changes) will be provided.
8. Content and IP. You do not transfer to Viakoo or SCSS your rights of ownership in any of the Content you upload to the via the Application. Any and all Content that is uploaded, however, is uploaded subject to, and on the basis of, the following rights and obligations:
  - a. You grant Viakoo and SCSS a non-exclusive, transferable, sub-licensable, royalty-free, worldwide and perpetual license in any IP that is contained in or associated with any Content that you upload to and/or post on or in connection with the Application ("IP License");
  - b. Viakoo and/or SCSS may use such licensed IP in any reasonable manner in connection with the operation, marketing and/or promotion of the Application and the related services from time to time, including without limitation to reproduce, distribute, create derivative works from, and/or display, disclose, and perform any or all such content.
  - c. The rights of Viakoo and/or SCSS under the IP License will end when you terminate your account Viakoo/IntelAssure subscription, without prejudice to those rights which arose prior to this time;
  - d. When you delete Content IP, it is deleted in a manner similar to emptying the recycle bin on a computer. However, you understand that removed content may persist in backup copies for a reasonable period of time, but will not be available to others unless so requested by law, as this may be used as evidence in a court of law.

9. Representations and Warranties. Viakoo always endeavors to keep the Application operating as stated in this Agreement, but cannot guarantee it. Your help in this process is vital, and this includes the following commitments, which are relied upon as representations and warranties in agreeing to enter into this Agreement with you:
  - a. You will not send or otherwise post unauthorized commercial communications (such as spam) to, on, or via the Application;
  - b. You will not collect other users' content or information related to or via the Application via manual or automated means, including but not limited harvesting bots, robots, spiders, or scrapers;
  - c. You will not upload viruses or other malicious code to, on, or via the Application;
  - d. You will not solicit login information or access an account belonging to someone else;
  - e. You will not bully, intimidate, or harass any user;
  - f. You will not post content that is hateful, threatening, or pornographic, that incites violence, or that contains nudity or graphic or gratuitous violence;
  - g. You will not use the Application to do anything unlawful, misleading, malicious, or discriminatory;
  - h. You will not do anything that could disable, overburden, or impair the proper working of the Application, such as a denial of service attack;
  - i. You will not facilitate or encourage any violations of this Agreement.
10. Restrictions on use of the Services. Users of the Application provide their information to Viakoo. Viakoo always endeavors to protect such information, but cannot guarantee it. Your help in this process is vital, and this includes the following commitments, which are relied upon as representations and warranties in agreeing to enter into this Agreement with you:
  - a. You will not provide any false information to, on, or via the Application, or create an account for anyone other than yourself without permission;
  - b. You will not create more than one profile;
  - c. If your account is disabled, you will not create another account without permission of Viakoo;
  - d. You will not use your profile for your own commercial gain;
  - e. You will keep your information and Content accurate and up-to-date;
  - f. You will not share your password, let anyone else access your account, or do anything else that might jeopardize the security of your account;
  - g. You will not transfer your account to anyone.

11. Protecting other peoples' rights. Viakoo and SCSS respect other peoples' rights. Your help in this process is vital, and this includes the following commitments, which are relied upon as representations and warranties in agreeing to enter into this Agreement with you:
- a. You will not upload content or take any action to, on, or via the Application that infringes or violates someone else's rights or otherwise violates the law.
  - b. Viakoo can remove any content or information you post to, on, or via the Application if it believes that it violates anyone's rights.
  - c. You will not use Viakoo's or SCSS's copyrights or trademarks, or any confusingly similar marks, without written permission.

12. Updates. Viakoo may from time to time, in its sole discretion, develop and provide Application updates, which may include upgrades, bug fixes, patches, other error corrections, and/or new features (collectively, including related documentation, "Updates"). Updates may also modify or delete in their entirety certain features and functionality. You agree that Company has no obligation to provide any Updates or to continue to provide or enable any particular features or functionality. Based on your Mobile Device settings, when your Mobile Device is connected to the internet either:

- a. the Application will automatically download and install all available Updates; or
- b. you may receive notice of or be prompted to download and install available Updates.

You shall promptly download and install all Updates and acknowledge and agree that the Application or portions thereof may not properly operate should you fail to do so. You further agree that all Updates will be deemed part of the Application and be subject to all terms and conditions of this Agreement.

13. Limitations and Exclusions. Please read the following subparagraphs (a)-(f) with particular care, as they describe certain exclusions and limitations on liability. PLEASE REMEMBER – NEITHER VIAKOO NOR SCSS ARE REPRESENTING, WARRANTING OR IN ANY WAY SUGGESTING THAT INTELASSURE IS A REPLACEMENT FOR YOUR OWN SAFETY PRECAUTIONS.

- a. Third-Party Materials. The Application may display, include, or make available third-party content (including data, information, applications, and other products, services, and/or materials) or provide links to third-party websites or services, including through third-party advertising ("Third-Party Materials"). You acknowledge and agree that neither Viakoo nor SCSS are responsible for the acts or omissions of third parties nor for Third-Party Materials, including their accuracy, completeness, timeliness, validity, copyright compliance, legality, decency, quality, or any other aspect thereof. Viakoo and SCSS do not assume and will not have any liability or responsibility to you or any other person or entity for any Third-Party Materials. Third-Party Materials and links thereto are provided solely as a convenience to you, and you access and use them entirely at your own risk and subject to such third parties' terms and conditions. YOU HEREBY RELEASE AND INDEMNIFY VIAKOO AND SCSS, AND THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES, AND AGENTS FROM AND AGAINST ANY CLAIMS AND DAMAGES, KNOWN

AND UNKNOWN, ARISING OUT OF OR IN ANY WAY CONNECTED WITH ANY CLAIM YOU HAVE AGAINST ANY THIRD PARTIES.

- b. Disclaimer of Warranties. THE APPLICATION IS PROVIDED TO YOU “AS IS” AND WITHOUT WARRANTY OF ANY KIND, AND YOU USE THE APPLICATION AT YOUR OWN RISK. TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, VIAKOO AND SCSS, ON THEIR OWN BEHALVES AND ON BEHALF OF THEIR AFFILIATES AND ITS AND THEIR RESPECTIVE LICENSORS AND SERVICE PROVIDERS, EXPRESSLY DISCLAIM ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, WITH RESPECT TO THE APPLICATION, INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT, AND WARRANTIES THAT MAY ARISE OUT OF COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE, OR TRADE PRACTICE. WITHOUT LIMITATION TO THE FOREGOING, VIAKOO AND SCSS PROVIDE NO WARRANTY OR UNDERTAKING, AND MAKE NO REPRESENTATION OF ANY KIND THAT THE APPLICATION WILL MEET YOUR REQUIREMENTS, ACHIEVE ANY INTENDED RESULTS, BE COMPATIBLE, OR WORK WITH ANY OTHER SOFTWARE, APPLICATIONS, SYSTEMS, OR SERVICES, OPERATE WITHOUT INTERRUPTION, MEET ANY PERFORMANCE OR RELIABILITY STANDARDS, OR BE ERROR-FREE, OR THAT ANY ERRORS OR DEFECTS CAN OR WILL BE CORRECTED.

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF OR LIMITATIONS ON IMPLIED WARRANTIES OR THE LIMITATIONS ON THE APPLICABLE STATUTORY RIGHTS OF A CONSUMER, SO SOME OR ALL OF THE ABOVE EXCLUSIONS AND LIMITATIONS MAY NOT APPLY TO YOU.

- c. Limitation of Liability. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL VIAKOO, SCSS, OR THEIR AFFILIATES, OR ANY OF THEIR OR THEIR RESPECTIVE LICENSORS OR SERVICE PROVIDERS, HAVE ANY LIABILITY ARISING FROM OR RELATED TO YOUR USE OF OR INABILITY TO USE THE APPLICATION OR THE CONTENT AND SERVICES FOR:
- i. PERSONAL INJURY, PROPERTY DAMAGE, LOST PROFITS, COST OF SUBSTITUTE GOODS OR SERVICES, LOSS OF DATA, LOSS OF GOODWILL, BUSINESS INTERRUPTION, COMPUTER FAILURE OR MALFUNCTION, OR ANY OTHER CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, OR PUNITIVE DAMAGES.
  - ii. DIRECT DAMAGES IN AMOUNTS THAT IN THE AGGREGATE EXCEED THE AMOUNT ACTUALLY PAID BY YOU FOR THE APPLICATION OR ONE HUNDRED DOLLARS (\$100.00), WHICHEVER IS LESS.

THE FOREGOING LIMITATIONS WILL APPLY WHETHER SUCH DAMAGES ARISE OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE AND REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE OR COMPANY WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SOME JURISDICTIONS DO NOT ALLOW CERTAIN LIMITATIONS OF LIABILITY SO SOME OR ALL OF THE ABOVE LIMITATIONS OF

LIABILITY MAY NOT APPLY TO YOU. IN THAT EVENT, LIABILITY WILL BE LIMITED TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW.

- d. Indemnification. You agree to indemnify, defend, and hold harmless Viakoo and SCSS, and their respective officers, directors, employees, agents, affiliates, successors, and assigns 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, brought by any party or third party, arising from or relating to your use or misuse of the Application or your breach of this Agreement, including but not limited to the content you submit or make available through this Application.
  - e. Limitation of Time to File Claims. ANY CAUSE OF ACTION OR CLAIM YOU MAY HAVE ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE APPLICATION MUST BE COMMENCED WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES OTHERWISE SUCH CAUSE OF ACTION OR CLAIM IS PERMANENTLY BARRED.
  - f. SCSS Branding. While SCSS branding may appear on or in the Application, the Application and related software and services are provided by Viakoo, not SCSS. SCSS did not and does not control the development of the Application or the updates thereto, nor does SCSS control the software or services access via the Application.
14. Geographic Restrictions. The Application and related content and services are based in the state of California in the United States and provided for access and use only by persons located in the United States. You acknowledge that you may not be able to access all or some of the content and services outside of the United States and that access thereto may not be legal by certain persons or in certain countries. If you use the Application and/or access the content and services from outside the United States, you are responsible for compliance with local laws.
15. Export Regulation. The Application may be subject to U.S. export control laws, including the U.S. Export Administration Act and its associated regulations. You shall not, directly or indirectly, export, re-export, or release the Application to, or make the Application accessible from, any jurisdiction or country to which export, re-export, or release is prohibited by law, rule, or regulation. 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 Application available outside the US.
16. US Government Rights. The Application is commercial computer software, as such term is defined in 48 C.F.R. §2.101. Accordingly, if you are an agency of the U.S. Government or any contractor therefor, you receive only those rights with respect to the Application as are granted to all other end users under license, 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 licensees and their contractors.

17. General Provisions.

- a. Waiver. No failure to exercise, and no delay in exercising, on the part of any party, any right or any power hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right or power hereunder preclude further exercise of that or any other right hereunder.
- b. Severability. If any provision of this Agreement is illegal or unenforceable under applicable law, the remainder of the provision will be amended to achieve as closely as possible the effect of the original term and all other provisions of this Agreement will continue in full force and effect.
- c. Amendment of Agreement. This Agreement may be amended or revised from time to time in the sole discretion of Viakoo and/or SCSS. Any such revised terms shall be provided through a software update of the Application. You are encouraged to review this Agreement each time the Application is updated on your Mobile Device. Your use of the Application following a change of this Agreement constitutes acceptance of any and all amended or revised terms of this Agreement.
- d. Compliance with Laws. Nothing in this agreement shall prevent Viakoo or SCSS from complying with any applicable law. You will comply with all applicable laws when using or accessing the Application.
- e. No Reliance. You acknowledge and accept that you have not been induced to enter into this agreement in reliance upon any representation, warranty, statement, agreement or undertaking whatsoever, made by Viakoo and/or SCSS related to the Application, with the exception of where same are expressly set forth in this Agreement.
- f. Assignment. You will not transfer any of your rights or obligations under this Agreement to anyone else without consent of Viakoo and SCSS. All of Viakoo's and SCSS's rights and obligations under this Agreement are freely assignable in connection with a merger, acquisition, or sale of assets, or by operation of law or otherwise.
- g. Entire Agreement. This Agreement and any other Agreement you or your company have entered into with Viakoo and/or SCSS, and the related Viakoo and SCSS Privacy Policies, constitute the entire agreement between you and Viakoo and SCSS with respect to the Application and supersede all prior or contemporaneous understandings and agreements, whether written or oral, with respect to the Application.