



MASTER SERVICE AGREEMENT

Last Revised: January 30, 2026

This Master Services Agreement (this “**Agreement**”) is a legally binding contract between Customer and LiveView Technologies, Inc. (“**LVT**”). This Agreement sets forth the terms pursuant to which Customer will be permitted to subscribe to, purchase, use, and receive access, as applicable, to the System. Each of LVT and Customer is a “**Party**” and together, the “**Parties**.”

BY ACCEPTING THIS AGREEMENT, EITHER BY CLICKING A BOX INDICATING YOUR ACCEPTANCE, EXECUTING OR OTHERWISE ENTERING INTO AN ORDER OR OTHER DOCUMENT THAT REFERENCES THIS AGREEMENT, USING OR MAKING ANY PAYMENT FOR THE SYSTEM, OR OTHERWISE AFFIRMATIVELY INDICATING YOUR ACCEPTANCE OF THIS AGREEMENT, YOU: (a) AGREE TO THIS AGREEMENT ON BEHALF OF THE ORGANIZATION, COMPANY, OR OTHER LEGAL ENTITY FOR WHICH YOU ACT (“**CUSTOMER**”); AND (b) REPRESENT THAT YOU HAVE THE AUTHORITY TO BIND CUSTOMER TO THIS AGREEMENT. IF YOU DO NOT HAVE SUCH AUTHORITY, OR IF YOU DO NOT AGREE WITH THIS AGREEMENT, YOU MUST NOT ACCEPT THIS AGREEMENT AND MAY NOT USE THE SYSTEM.

If Customer purchases the System from an authorized partner or reseller of LVT (a “**Reseller**”), Customer’s use of the System will be governed by this Agreement, subject to Section 13.14 (Reseller Orders) below.

Capitalized terms used in this Agreement are defined in Exhibit A to this Agreement or otherwise within the relevant Sections of this Agreement.

1. STRUCTURE

1.1. Orders. This Agreement sets forth the terms and conditions on which LVT may make the System available to Customer as expressly identified in a quote, order form, statement of work, schedule, or other ordering document that is signed by (or otherwise expressly agreed to by) the Parties and expressly references and incorporates these Framework Terms (each, an “**Order**”). Each Order or part thereof that relates to purchase of a subscription covering provision of, during the term of that subscription, the Platform, Subscription Hardware, or a Service Plan is a “**Subscription**.” Each Order is subject to the terms of, and is deemed incorporated into, this Agreement.

1.2. Addenda. An Order may reference one or more additional documents that contain terms relevant to a particular part of the System (each, an “**Addendum**”). All applicable Addenda are deemed incorporated into this Agreement. Additionally, LVT’s Privacy Policy, available at <https://www.lvt.com/legal/privacy>, and Data Protection Addendum (“**DPA**”), available at <https://www.lvt.com/legal/dpa>, are hereby incorporated by reference into this Agreement.

1.3. Order Term. Unless earlier terminated in accordance with this Agreement or the applicable Order, each Order, with respect to all Subscriptions specified on the Order, will continue for the initial term specified in such Order (“**Initial Term**”) and, unless either Party provides the other with Notice of non-renewal, upon the date of expiration of the then-current term, that Order will, with respect to all Subscriptions specified on that Order, automatically renew for successive terms (each, a “**Renewal Term**”) of a length equal to the Initial Term or, if shorter, one year (the Initial Term and each Renewal Term, if any, collectively, the “**Order Term**” of such Order). Unless otherwise specified in the applicable Order, the Initial Term will begin on the effective date of the applicable Order (the “**Order Effective Date**”) and terminate one year from the Order Effective Date. Notice of non-renewal of an Order must be provided by a Party at least 30 days prior to the end of the Initial Term or then-current Renewal Term, as applicable (or such other period as expressly specified on the applicable Order). Renewal of any Order is conditioned on and subject to Customer’s agreement to any changes to the Framework Terms and applicable Addenda in effect at the time of Order renewal. Customer’s continued use of the System constitutes Customer’s acceptance of the modified Framework Terms. Customer’s access to all Software (or certain features thereof) may be automatically disabled upon expiration of the applicable Order Term.

1.4. Order of Precedence. Any conflict between Sections 1–13 of this Agreement (including Exhibit A) (the “**Framework Terms**”), an Order, and an Addendum will be resolved according to the following order of precedence: (1) the Order; (2) the Addendum; and (3) the Framework Terms.

2. SYSTEM RIGHTS AND RESTRICTIONS

2.1. Licenses and Access/Use Grants

(a) *General Terms*. Customer and its Users may access and use the System provided or made available to Customer by LVT under this Agreement strictly in connection with the Hardware within the designated System for which it was provided by LVT to Customer under this Agreement. All grants of licenses or other rights in this Agreement are subject to Customer’s compliance with this Agreement.

(b) *Platform*. If an Order indicates that Customer will receive access to the Platform, Customer, through its Users, may, during applicable Order Term, access and use the Platform solely (i) for the applicable Order Term, and (ii) in accordance with all applicable Documentation and the restrictions set forth in this Agreement (including the applicable Order).

(c) *API*. If an Order indicates that Customer will receive access to an application programming interface, or if LVT provides credentials to Customer that enable Customer to access a LVT-provided application programming interface in connection with the System (each, an “**API**”), LVT hereby grants Customer, during applicable Order Term, a limited, non-exclusive, non-transferable and non-sublicensable right and license under LVT’s rights in that API to access and use such API solely (i) for the applicable Order Term and (ii) in accordance with all applicable Documentation and the restrictions set forth in this Agreement (including the applicable Order). Without limiting the foregoing, Customer will comply with any volume or other usage-based restrictions described in each applicable Order, Addendum, or Documentation.

(d) *Software*. If an Order indicates that Customer will receive a license to Software, LVT hereby grants to Customer, during applicable Order Term, a limited, non-exclusive, non-transferable, non-sublicensable right and license under LVT’s rights in such Software, to install and operate such Software in accordance with all applicable Documentation and the restrictions set forth in this Agreement (including the applicable Order).

(e) *Subscription Hardware*. If an Order indicates that Customer will receive Subscription Hardware, LVT hereby grants to Customer, commencing on the date the applicable Installation Services have been completed and through the end of the applicable Order Term, a non-exclusive, non-transferrable, non-sublicensable right and license to use the Subscription Hardware, solely in support of its authorized use of the System and only in accordance with the applicable Documentation.

(f) *Embedded Technology*. All software and Firmware that is pre-installed on Hardware (the “**Embedded Technology**”) is licensed to Customer and not sold and is the exclusive property of LVT or its licensors. LVT hereby grants to Customer, during applicable Order Term, a limited, non-exclusive, non-transferrable, non-sublicensable right and license under LVT’s rights in such Embedded Technology to use the Embedded Technology, solely in support of its authorized use of the applicable Hardware.

(g) *Documentation*. To the extent that the System is accompanied by any Documentation, LVT hereby grants to Customer a limited, non-exclusive, non-transferable,

non-sublicensable right and license under LVT's rights in the Documentation to use such Documentation solely in support of its authorized use of the applicable components of the System.

(h) *Updates.* LVT may from time to time develop Updates. These may be automatically installed without providing any notice or receiving any additional consent. Customer hereby consents to installation of any such automatic Updates. Customer may be required to install Updates to use the System and will promptly install any Updates.

2.2. Additional Features. Customer acknowledges that (a) not all of the features or functionality of LVT's products and services may be included with particular Hardware or available at Customer's subscription level irrespective of whether such feature or functionality is described in the Documentation, if such feature or functionality is not expressly specified on the applicable Order, and (b) access to such additional features or functionality may require payment of additional Fees or the purchase of additional Hardware, licenses, or access rights.

2.3. Pilots. If Customer or its Users receive access to or use of the System or features thereof on a free or trial basis or as an alpha, beta, or early access offering (a "**Pilot**"), such access to or use is permitted only for Customer's internal evaluation and testing purposes during the period designated by LVT (not to exceed 30 days unless otherwise agreed upon by the Parties in writing). Any data stored in or as a result of access to or use of the System during a Pilot may become unavailable to Customer at any time. Subject to the remainder of this Section 2.3, all provisions of this Agreement relating to the System will apply to Pilots. Pilots are optional and either party may terminate Pilots at any time for any reason. Any portion of the System provided pursuant to a Pilot may be inoperable, incomplete, or include features that LVT may never release, and their features and performance information are deemed to be LVT's Confidential Information. LVT may suspend Customer's and its Users' access to any portion of the System provided pursuant to a Pilot at any time. Customer's and its Users' use of or access to the System pursuant to a Pilot is at their own risk. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, LVT PROVIDES NO WARRANTY, INDEMNITY, OR SUPPORT FOR PILOTS, AND LVT'S LIABILITY FOR PILOTS WILL NOT EXCEED \$50.

2.4. Use Restrictions. Except as otherwise explicitly provided in this Agreement or as may be expressly permitted by applicable Laws, Customer will not, and will not permit or authorize Users or third parties to: (a) share, rent, lease, loan, resell, transfer, license, sublicense, distribute, or otherwise permit third parties (or other persons not authorized by this Agreement) to use or access the System; (b) use the System to provide services to third parties (e.g., as a service bureau); (c) use the System for any benchmarking activity or in connection with the development of a competitive

product or service; (d) circumvent or disable any security or other technological features or measures of the System or use the System in a manner that LVT reasonably believes poses a threat to the security of LVT-controlled computer systems; (e) modify, translate, reverse engineer, decompile, disassemble, create derivative works of, or otherwise derive the source code or the underlying ideas, algorithms, structure, or organization from the System (except to the extent that applicable Laws prevents the prohibition of such activities) or any data related to the System; (f) use or access the System in a manner that materially impacts or burdens LVT or LVT's servers and other computer systems, or that interferes with LVT's ability to make available the System to any third party; (g) use the System in violation of applicable Laws; (h) use the System in a way that deceives or attempts to deceive any person; (i) automatically or programmatically extract any data of the System, including any Results (defined below); (j) represent that any Result was human-generated when it was not; (k) use the System to generate or disseminate Results that are unlawful, harmful, discriminatory, deceptive, defamatory, or otherwise objectionable or in violation of applicable Laws or the rights of any third party; or (l) use the System in violation of LVT's then-current published Documentation.

2.5. Third-Party Products and Services. To the extent that the System includes or is accompanied by third-party software, content, data, or other materials, including related documentation, that LVT provides to Customer or that is otherwise identified in the Documentation as being required to use properly the System and that are provided to Customer on terms that are in addition to or different from those contained in this Agreement ("**Third-Party Products**"), the Third-Party Products and their use by Customer (including any exchange of data, information, or materials between Customer or its Users and any such third party) are subject to all license and other terms that accompany such Third-Party Products. LVT does not make any representations, warranties, or guarantees for or in connection with any Third-Party Products or provide any maintenance, support, or assistance for any Third-Party Products, whether or not they are designated by LVT as "certified" or otherwise, except if and to the extent expressly specified in the applicable Order. The Parties (a) will determine the

appropriate terms and configuration of any Third-Party Products in connection with the System and (b) to the extent permitted by the applicable third party provider, may modify and change the terms and configuration of Third-Party Products by mutual agreement and by giving notice to (or, where required, obtaining consent from) the applicable third-party provider. Except as otherwise specified by LVT, any alert response services made available in connection with the System are Third-Party Products. Customer will receive alert response communications directly from the third-party alert response service provider; however, Customer should contact LVT for all other communication related to the third-party alert response services.

2.6. Open Source. Certain items of software included with the System are subject to “open source” or “free software” licenses (“**Open Source Software**”) including as further described on LVT’s website. Some of the Open Source Software is owned by third parties. The Open Source Software is not subject to the terms and conditions of this Agreement. Instead, each item of Open Source Software is licensed under the terms of the end user license that accompanies such Open Source Software. Nothing in this Agreement limits Customer’s rights under, or grants Customer rights that supersede, the terms and conditions of any applicable end user license for the Open Source Software. If required by any license for particular Open Source Software, LVT makes such Open Source Software, and LVT’s modifications to that Open Source Software, available by written request to LVT.

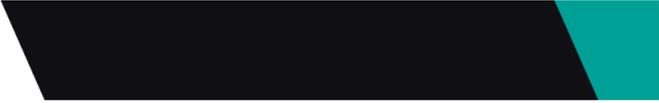
2.7. Suspension. LVT may suspend Customer’s or any User’s access to or use of the System or LVT’s performance under this Agreement or any Order: (a) for scheduled or emergency maintenance; (b) if Customer or any User breaches any provision of this Agreement or any Order; (c) as LVT deems reasonably necessary to respond to any actual or potential security threat, breach, or concern, including those that may affect Customer, its Users, or any other LVT customer or users (d) if Customer’s or any User’s access to or use of the System is interfering with or otherwise negatively impacting access to or use of any LVT product or service by any other LVT customers or users or is violating any applicable Laws or third-party rights; or (e) if Customer’s locations or premises where Hardware is installed are modified or altered after installation as to render continuation of the System unsafe or impossible. LVT is not responsible or liable for any damages, losses, costs, or expenses of Customer or Users that result from or are in connection with any such suspension or termination.

3. DELIVERY, INSTALLATION, AND USE OF HARDWARE

3.1. Shipment. LVT will use commercially reasonable efforts to ship to, or otherwise deliver to, Customer all Hardware in accordance with the schedule specified in the applicable Order (if any) to the destination specified in the applicable Order (the “**Destination**”).

3.2. Delivery and Return Charges. Unless otherwise agreed in writing by LVT or expressly specified in the applicable Order, Customer is responsible for and will be billed by LVT for all delivery, freight, handling charges, all Taxes, and all other shipping costs and expenses with respect to the delivery and return of all Hardware.

3.3. Risk of Loss



(a) Purchased Hardware. Risk of loss and damage to Purchased Hardware will pass from LVT to Customer DAP Destination (Incoterms 2020) (“**Delivery**”).

(b) Subscription Hardware. Customer will use a reasonable degree of care to maintain and protect all Subscription Hardware until the applicable Subscription Hardware has been returned to LVT. LVT shall bear liability for any loss, theft, damage, or destruction of any Subscription Hardware while such Subscription Hardware is in Customer’s possession or control, except for any loss, theft, damage, or destruction due to Customer’s negligence (or more culpable conduct) or breach of this Agreement. In the event of any such loss, theft, damage, or destruction, Customer shall immediately notify LVT in writing thereof and follow LVT’s instructions regarding such Subscription Hardware.

3.4. Title. Title to Purchased Hardware (exclusive of any Embedded Technology) will pass from LVT to Customer upon Delivery. Subscription Hardware is provided, not sold, to Customer, and will remain, as between the parties, the property of LVT. Subscription Hardware may not be transferred or sold by Customer.

3.5. Installation. LVT will use commercially reasonable efforts to provide Installation Services to Customer. In providing any Installation Services, LVT and its personnel will use reasonable efforts when at Customer’s location to perform the Installation Services in compliance with Customer’s reasonable policies and guidelines regarding site safety and security that have been provided in writing by Customer to LVT reasonably in advance of the arrival of any of LVT’s personnel at the relevant Customer location. Installation or configuration of any technology by LVT for or on behalf of Customer in connection with the Installation Services will not include any modifications to

Customer’s network, systems, security, or firewall settings. LVT is not responsible or liable for any setup, operation, maintenance, performance, or compatibility issues for or in connection with Customer’s network or systems, all of which remain the sole responsibility and liability of Customer.

3.6. Service Plan Coverage. During any period that the applicable Purchased Hardware is covered by a Service Plan, upon Customer’s request to LVT, LVT will use commercially reasonable efforts to provide to Customer the maintenance and repair services as set forth in LVT’s then current Service Plan program.

3.7. Relocation. Customer will not utilize Subscription Hardware outside of the site at which the Subscription Hardware was installed without LVT’s prior written consent, and any relocation agreed to by LVT may require payment of an additional Fee, as set out in the applicable Order.

4. CUSTOMER RESPONSIBILITIES

4.1. Access. To access certain features and functionality of the System, Customer and its Users may be required register for an account and, in doing so, may be required to provide LVT with personal information (such name, email address, or other contact information), which LVT will process as described in LVT's Privacy Policy. Customer will ensure that the information it and its Users provide to LVT is accurate, complete, and not misleading and that it will keep it accurate and up to date at all times. Only Users, using the mechanisms designated by LVT ("**Log-in Credentials**"), may access and use the System. Each User must keep its Log-in Credentials confidential and not share them with anyone else. Customer is responsible for its Users' compliance with this Agreement and all actions taken through their Log-in Credentials. Customer will promptly notify LVT if it becomes aware of any compromise of any Log-in Credentials. Customer must designate a User with administrative control, and that User will be responsible for managing User access and credentialing as may be further specified in the Documentation.

4.2. Protection against Unauthorized Use. Customer will prevent any unauthorized use of the System and will immediately notify LVT in writing of any unauthorized use of which Customer becomes aware. Customer will immediately terminate any unauthorized use by persons having access to the System through Customer.

4.3. Cooperation. Customer will reasonably cooperate with LVT in connection with the performance of this Agreement as may be deemed necessary by LVT, which may include Customer making available to LVT such Customer personnel and information as may be reasonably required by LVT to provide the System to Customer. Customer is solely responsible and liable for determining whether the System is sufficient for Customer's purposes, including but not limited to, whether the System meets or satisfies Customer's legal, regulatory, or other requirements. If Customer fails to follow and implement LVT's requirements or recommendations for the repair or replacement of any defective parts of the System, LVT will have no further obligation or liability to Customer with respect to any event arising in connection with such failure.

4.4. Software. Customer's and its Users' access to or use of the System may require Customer or Users to install the Mobile App on Customer's and Users mobile devices, and that access and use is subject to the terms and conditions of this Agreement and applicable Order, including the access and use restrictions set forth in this Agreement and applicable Order.

4.5. Users. Customer represents and warrants that it has provided all required notices and has obtained any required consent from that individual, in accordance with all applicable Laws, to the

use of that individual's personal information by LVT for purposes of providing access to the System under this Agreement.

5. FEES AND PAYMENT SCHEDULE

5.1. Fees and Payment Terms.

(a) Customer will pay LVT the Fees as specified in the applicable Order. Unless otherwise specified in the applicable Order, (a) Customer will pay all amounts due within 30 days of the date of the applicable invoice and (b) all Fees are payable in U.S. Dollars. Except as may otherwise be specified on the applicable Order, LVT may issue the first invoice applicable to a System following Delivery of that System or, if earlier, 90 days following the Order Effective Date. Fees for any Renewal Terms are at LVT's then-current rates. LVT will provide reasonable notice of price increases for any Renewal Term.

(b) Any amount not paid when due will be subject to finance charges equal to 1.5% of the unpaid balance per month or the highest rate permitted by applicable usury law, whichever is less, determined and compounded daily from the date due until the date paid. Customer will reimburse any costs or expenses (including reasonable attorneys' fees) incurred by LVT to collect any amount that is not paid when due. Amounts due from Customer under this Agreement may not be withheld or offset by Customer against amounts due to Customer for any reason.

5.2. Taxes. Other than net income taxes imposed on LVT, Customer will bear Taxes resulting from this Agreement. Customer will pay any additional Taxes as are necessary to ensure that the net amounts received by LVT after all such Taxes are paid are equal to the amounts to which LVT would have been entitled in accordance with this Agreement if such additional Taxes did not exist.

5.3. Payment Methods. If Customer utilizes a third-party payment processing service (e.g., online payment portal or vendor payment portal), Customer is solely responsible and liable for all use of such payment processing service, including Customer's payment of all fees and amounts due or payable for use of such payment processing service. Customer will ensure that the payment method information provided in Customer's account remains up-to-date and hereby authorizes LVT to charge Customer's credit card for Fees under the applicable Order in advance monthly (or on such other payment terms expressly agreed by the Parties). If the method of Customer payment of an invoice for Fees from LVT under this Agreement is by ACH, Customer will complete and sign an ACH authorization form in favor of LVT.

5.4. Insufficient Funds. If any payment of Fees by Customer under this Agreement is returned based upon insufficient or unavailable funds in the Customer account upon which such payment was drawn, a minimum insufficient funds (“**NSF**”) charge of \$35.00 will be charged by LVT to Customer and will be paid by Customer to LVT as an additional Fee. Any such NSF charge or payment will not reduce or otherwise affect any of the payment obligations of Customer to LVT under this Agreement or any Order.

6. TERM AND TERMINATION

6.1. Term. The term of this Agreement (the “**Term**”) commences on the first Order Effective Date (the “**Effective Date**”) and ends on the date this Agreement is terminated in accordance with its terms.

6.2. Termination for Material Breach. Either Party may terminate this Agreement or one or more Orders if the other Party does not cure its material breach of this Agreement or the applicable Order(s) within 30 days of receiving Notice of the material breach from the non-breaching Party. Termination in accordance with this Section 6.2 will take effect when the breaching Party receives Notice of termination from the non-breaching Party, which Notice must not be delivered until the breaching Party has failed to cure its material breach during the 30-day cure period. Notwithstanding the foregoing, LVT may immediately terminate this Agreement upon Notice to Customer if LVT reasonably believes that Customer has made or distributed any unauthorized copies of any portion of the System, has violated Section 2.4, has attempted to assign or sublicense any right granted by this Agreement except as expressly permitted herein, or has otherwise taken any actions that threaten or challenge LVT’s or its licensors’ Intellectual Property Rights, including rights in and to the System. Without limiting any other provision of this Section 6.2, if Customer fails to timely pay any fees, LVT may, without limitation to any of its other rights or remedies, suspend access to the System or performance under all Orders until it receives all amounts due.

6.3. If No Orders in Effect. Either Party may terminate this Agreement for convenience upon at least 30 days’ prior written Notice to the other Party at any time that no Order is in effect.

6.4. Effect of Termination of an Order. On termination of any Order, (a) Customer will pay to LVT any Fees that have accrued under such Order prior to the effective date of such termination and, unless the Order is terminated due to LVT’s breach, shipping charges for the return of all Subscription Hardware to LVT, and (b) all liabilities accrued prior to the effective date of the termination will survive.

6.5. Effect of Termination of this Agreement. Termination of this Agreement will terminate all Order Terms then in effect unless otherwise specified on the applicable Order.

6.6. Survival. On termination of this Agreement, those rights and obligations that by their nature are intended to survive termination will survive, including Sections 2.3 (Pilots), 2.4 (Use Restrictions), 5 (Fees and Payment Schedule), 6.4 (Effect of Termination of an Order), 6.5 (Effect of Termination of this Agreement), 6.6 (Survival), 7.2 (Disclaimer), 8 (Limitations of Liability), 9 (Confidentiality), 10 (Intellectual Property Rights; Feedback), 11 (Indemnification), 12 (Government Matters), and 13 (Miscellaneous) will survive termination of this Agreement.

7. WARRANTIES AND DISCLAIMER

7.1. Limited System Warranty. LVT hereby warrants that, during the applicable Warranty Period, the System will materially conform to the applicable Documentation (the “**System Warranty**”), provided that the System Warranty will not apply to failures to conform to the applicable Documentation to the extent such failures arise, in whole or in part, from any modification of the System by Customer or any third party or any combination of the System with APIs, software, hardware, or other technology not provided by LVT under the applicable Order. If any defect or error covered by the System Warranty occurs, Customer will provide LVT with sufficient detail to allow LVT to reproduce the defect or error. If notified in writing by Customer during the Warranty Period, LVT will, at its sole option, either (a) correct such error or defect in the System, at no cost to Customer and within a reasonable time, by issuing corrected instructions, a restriction, or a bypass or (b) accept return of the System and refund any license or subscription fees previously paid by Customer in connection with such System, and in Customer’s right to use the System will terminate.

The foregoing sentence sets forth Customer’s sole and exclusive remedy for LVT’s breach of the System Warranty. LVT is not responsible for any defect or error not reported during the Warranty Period or any defect or error caused by any modification, misuse, or damage to the System by or on behalf of Customer.

7.2. Disclaimer. OTHER THAN THE EXPRESS REPRESENTATIONS AND WARRANTIES SET FORTH IN SECTION 7.1, LVT MAKES NO, AND HEREBY EXPRESSLY DISCLAIMS ALL, REPRESENTATIONS OR WARRANTIES, EXPRESS, IMPLIED (EITHER IN FACT OR BY OPERATION OF LAW), OR STATUTORY, AS TO ANY MATTER WHATSOEVER, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUALITY, ACCURACY, NON-INFRINGEMENT, AND TITLE. LVT DOES NOT WARRANT AGAINST

INTERFERENCE WITH THE ENJOYMENT OF THE SYSTEM. LVT DOES NOT REPRESENT OR WARRANT THAT (a) THE SYSTEM WILL NOT BE COMPROMISED OR CIRCUMVENTED, (b) USING THE SYSTEM WILL PREVENT ANY LOSS, DAMAGE, EXPENSE, OR INJURY DUE TO ANY CAUSES, INCLUDING, FOR EXAMPLE, ANY BURGLARY, HOLD-UP, ROBBERY, THEFT, CRIME, OR FIRE, OR (c) THE SYSTEM OR RESULTS WILL PROVIDE THE PROTECTION REQUIRED OR INTENDED BY CUSTOMER. LVT DOES NOT WARRANT THAT THE SYSTEM OR RESULTS ARE ERROR-FREE OR THAT OPERATION OF THE SYSTEM WILL BE SECURE OR UNINTERRUPTED. ANY USE OF THE SYSTEM OR RESULTS IS AT CUSTOMER'S SOLE RISK, AND CUSTOMER WILL NOT RELY ON THE SYSTEM OR RESULTS AS A SOURCE OF FACTUAL INFORMATION OR AS A SUBSTITUTE FOR PROFESSIONAL ADVICE OR EXPERTISE. CUSTOMER ACKNOWLEDGES THAT: (x) RESULTS MAY NOT BE UNIQUE, NOVEL, EXCLUSIVE, OR OTHERWISE SPECIFIC TO CUSTOMER, AND THAT OTHER USERS MAY RECEIVE SIMILAR OUTPUT VIA THE SYSTEM; (y) THERE MAY BE ERRORS, INCONSISTENCIES, OR INACCURACIES IN RESULTS FOR VARIOUS REASONS (INCLUDING THE QUALITY OR TYPE OF INPUTS AND THE INHERENT LIMITATIONS AND PROBABILISTIC NATURE OF AI TECHNOLOGY); AND (z) RESULTS OR ANY PART THEREOF MAY BE OWNED OR CONTROLLED BY A THIRD PARTY OR PROTECTED OR PROTECTABLE BY INTELLECTUAL PROPERTY OR OTHER PROPRIETARY RIGHTS. THE SYSTEM IS NOT A THIRD-PARTY MONITORED EMERGENCY NOTIFICATION SYSTEM. LVT DOES NOT MONITOR EMERGENCY NOTIFICATIONS AND WILL NOT DISPATCH EMERGENCY AUTHORITIES IN THE EVENT OF AN EMERGENCY. THE DISCLAIMERS, PROTECTIONS, LIMITATIONS, AND WAIVERS IN THIS SECTION AND SECTION 8 ARE ALSO APPLICABLE TO LVT'S AFFILIATES, SUPPLIERS, LICENSORS, AND THIRD-PARTY SERVICE PROVIDERS.

8. LIMITATIONS OF LIABILITY

8.1. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS AGREEMENT, LVT WILL NOT, UNDER ANY CIRCUMSTANCES, BE LIABLE TO CUSTOMER OR ANY THIRD PARTY FOR CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL, PUNITIVE, OR EXEMPLARY DAMAGES, INCLUDING LOST PROFITS OR LOSS OF BUSINESS, ARISING OUT OF OR RELATED TO THIS AGREEMENT. WITHOUT LIMITING THE FOREGOING, TO THE MAXIMUM EXTENT PERMITTED BY LAW, UNDER NO CIRCUMSTANCES WILL LVT BE LIABLE FOR ANY LOSS OF DATA STORED IN, OR IN CONNECTION WITH, THE SYSTEM. THE DISCLAIMERS AND LIMITATIONS OF LIABILITY IN THIS SECTION 8 APPLY EVEN IF LVT WAS ADVISED OF THE POSSIBILITY OR LIKELIHOOD OF ANY SUCH LOSS, DAMAGE, EXPENSE, INJURY, OR OTHER CONSEQUENCE.

8.2. TO THE MAXIMUM EXTENT PERMITTED BY LAW, NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS AGREEMENT, UNDER NO CIRCUMSTANCES WILL LVT'S TOTAL LIABILITY OF ALL KINDS, IN AGGREGATE, ARISING OUT OF OR RELATED TO THIS AGREEMENT (INCLUDING WARRANTY CLAIMS) EXCEED THE TOTAL AMOUNT PAID BY CUSTOMER TO LVT UNDER THE ORDER WITH RESPECT TO WHICH THE LIABILITY AROSE DURING THE 12 MONTHS IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO THE CLAIM, EXCEPT THAT LVT'S TOTAL AGGREGATE LIABILITY FOR ANY CLAIMS OR DAMAGES ARISING OUT OF ANY BREACH OF SECTION 9 (CONFIDENTIALITY) OR LVT'S BREACH OF APPLICABLE DATA PROTECTION LAWS WILL BE LIMITED TO TWO TIMES THE TOTAL AMOUNT PAID BY CUSTOMER TO LVT UNDER THE ORDER WITH RESPECT TO WHICH THE LIABILITY AROSE DURING THE 12 MONTHS IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO THE CLAIM.

9. CONFIDENTIALITY

9.1. Definition. As used herein, "**Confidential Information**" means all confidential information disclosed by or otherwise obtained from a Party ("**Discloser**") to or by the other Party ("**Recipient**") under or in connection with this Agreement, whether orally, visually, or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure. Confidential Information of a Discloser includes such Discloser's business and marketing plans, technology and technical information, System plans and designs, and business processes. Without limiting the foregoing, LVT's Confidential Information includes the System, all LVT technical information, all information concerning System-related database structure information and schema, all other materials (including manuals, instructions, training materials, user guides, specifications, flow charts, technical and functional specifications, logic diagrams, and other support materials) for the access, use, operation, or functionality of the System, and this Agreement (including the terms and conditions of this Agreement and all Orders). Customer's Confidential Information includes Customer Data. However, "Confidential Information" does not include any information that (a) is or becomes generally known to the public without breach of any obligation owed to Discloser, (b) was known to Recipient prior to its disclosure by Discloser without breach of any obligation owed to Discloser, (c) is received from a third party without breach of any obligation owed to Discloser, or (d) was independently developed by Recipient without any use of or reference to any Confidential Information.

9.2. Obligations. As Recipient, each party will: (a) hold Confidential Information in confidence and not disclose it to third parties except as permitted in this Agreement (including pursuant to Section 10.2); and (b) only use Confidential Information to fulfill its obligations and exercise its rights in this

Agreement. At Discloser's request, Recipient will delete all Confidential Information, except, in the case where LVT is Recipient, LVT may retain the Confidential Information to the extent required to continue to perform its obligations under this Agreement. Recipient may disclose Confidential Information to its employees, agents, contractors, and other representatives having a legitimate need to know, provided it remains responsible for their compliance with this Section 9 and they are bound to confidentiality obligations no less protective than this Section 9.

9.3. Exclusions. These confidentiality obligations do not apply to information that Recipient can document: (a) is or becomes public knowledge through no fault of Recipient; (b) it rightfully knew or possessed prior to receipt under this Agreement; (c) it rightfully received from a third party without breach of confidentiality obligations; or (d) it independently developed without using Confidential Information.

9.4. Required Disclosures. Nothing in this Agreement prohibits either party from making disclosures, including of Customer Data and other Confidential Information, if required by applicable Law, subpoena, or court order, provided (if permitted by applicable Law) it notifies the other party in advance and cooperates in any effort to obtain confidential treatment.

10. INTELLECTUAL PROPERTY RIGHTS; FEEDBACK

10.1. Intellectual Property Rights. As between the Parties, LVT exclusively owns and retains all Intellectual Property Rights in, to, or relating to the System, including all Updates, modifications, changes, revisions, improvements, and derivative works thereof. This Agreement does not sell, convey, transfer, or assign to Customer or any User any rights of ownership in or to the System (other than with respect to fully paid for Purchased Hardware), or in or to any Intellectual Property Rights of LVT, its Affiliates, suppliers, or licensors. LVT reserves all rights not expressly granted.

10.2. Ownership: Data. As between LVT and Customer, Customer retains all right, title, and interest, including all Intellectual Property Rights, in and to (a) any data or information that is collected through use of the System or that Customer (including its Users) submits, uploads, or inputs into the System or otherwise makes available to LVT, including in connection with Customer's use of the System or receipt of associated services or from Third-Party Products and (b) data that is generated and made available to Customer by the System through use of the data described in part (a) ((a) and (b), collectively, "**Customer Data**"). Customer hereby grants LVT and its Affiliates a non-exclusive, worldwide, royalty-free, fully paid, sublicensable, fully transferable, irrevocable license to use, copy, transmit, transfer, publicly display, modify, process, transmit, store, disclose, and create derivative works of the Customer Data: (a) during the Term, for the purpose of exercising LVT's rights and performing its obligations under this Agreement; (b) to derive or generate Usage Data and

Performance Data; (c) to create and compile Aggregated Data; (d) as otherwise required by applicable Laws or as agreed to in writing between the parties; and (e) and in perpetuity (subject to applicable law), in a form that does not identify Customer as the source thereof, for its business purposes, including to develop and improve LVT's and its Affiliates' products and services including through the training of AI Technology (defined below). Customer represents and warrants that Customer has all rights necessary to grant LVT the licenses set forth in this Section 10.2 and to enable LVT to exercise its rights under the same without violation or infringement of the rights of any third party. As between the Parties, LVT owns all right, title, and interest, including all Intellectual Property Rights, in and to the System, Performance Data, and any improvements to any LVT products or services made as a result of LVT's use, processing, or generation of Customer Data. During the period any Order Term is in effect, Customer may request that LVT make available to Customer a copy of Customer Data stored in connection with the System provided pursuant to the applicable Order, and LVT may agree to do so for an additional Fee. The LVT System may incorporate, access, or be powered by machine learning, artificial intelligence, or other similar technologies (collectively, "**AI Technology**") and may, in response to Customer Data or other Customer inputs, provide AI Technology-enabled outputs or take AI Technology-enabled actions (collectively, "**Results**"). Customer is solely responsible for verifying the accuracy, relevance, and usefulness of any Results.

10.3. Data Protection Addendum. Except for personal information about Users, which LVT will process as described in LVT's Privacy Policy, during the Term, the Parties will comply with their respective obligations set forth in the DPA with respect to personal information contained in Customer Data.

10.4. Feedback. If Customer provides any feedback to LVT or its representatives concerning the functionality and performance of the System or any other LVT products or services (including identifying potential errors and improvements), Customer hereby assigns to LVT all right, title, and interest in and to the feedback, and LVT is free to use the feedback without payment or restriction.

11. INDEMNIFICATION

11.1. By LVT. LVT will: (a) at its expense, either defend Customer from or settle any claim, proceeding, or suit ("**Claim**") brought by a third party against Customer to the extent alleging that Customer's use of the System as permitted pursuant to this Agreement infringes or misappropriates any patent, copyright, or trademark, subject to Section 11.4, and (b) indemnify Customer from and pay the applicable Losses. LVT will have no obligation for any infringement or misappropriation to

the extent that it arises out of or is based upon any of the following (the “**Excluded Claims**”): (1) use of the System in combination with other Systems or services not provided by LVT if such infringement or misappropriation would not have arisen but for such combination; (2) the System having been provided to comply with designs, requirements, or specifications required by or provided by Customer, if the alleged infringement or misappropriation would not have arisen but for the compliance with such designs, requirements, or specifications; (3) use of the System by Customer for purposes not intended or outside the scope of the license granted to Customer; (4) Customer’s failure to use the System in accordance with instructions provided by LVT, if the infringement or misappropriation would not have occurred but for such failure; (5) any modification of the System not made or authorized in writing by LVT where such infringement or misappropriation would not have occurred absent such modification; or (6) Results.

11.2. Mitigation; Limited Remedy. If LVT becomes aware of, or anticipates, a Claim subject to Section 11.1, LVT may, at its option: (a) modify the System so that it becomes non-infringing or substitute a functionally equivalent System; (b) obtain a license to the third-party intellectual property rights giving rise to the Claim; or (c) terminate the affected Order(s) on Notice and refund to Customer any prepaid amounts related to future use of the System (other than with respect to Purchased Hardware) under the applicable Order(s). Sections 11.1 and 11.2 state LVT’s sole and exclusive liability, and Customer’s sole and exclusive remedy, for the actual or alleged infringement, misappropriation, or other violation of any third-party intellectual property right by the System or otherwise arising in connection with this Agreement.

11.3. Defense by Customer. Customer will at its expense, defend LVT from any Claim that is an Excluded Claim or arising out of or based upon Customer’s material breach of this Agreement and indemnify LVT from and pay the applicable Losses arising in connection with any such Claim.

11.4. Procedures. A party’s obligations as the indemnifying party (“**Indemnitor**”) with respect to a Claim for which the indemnified Party (“**Indemnitee**”) is indemnified under this Section 11 (an “**Indemnified Claim**”) are subject to Indemnitee doing the following: (a) providing Indemnitor prompt Notice of the Indemnified Claim; (b) granting Indemnitor full and complete control over the defense and settlement of the Indemnified Claim; (c) providing assistance in connection with the defense and settlement of the Indemnified Claim as Indemnitor may reasonably request; and (d) complying with any settlement or court order made in connection with the Indemnified Claim. Indemnitee will not defend or settle the Indemnified Claim without Indemnitor’s prior written consent. Indemnitee will have the right to participate in the defense of the Indemnified Claim at its own expense and with counsel of its own choosing, but Indemnitor will have sole control over the defense and settlement of the Indemnified Claim.

12. GOVERNMENT MATTERS

12.1. Export. Customer will comply with all applicable export and import Laws in connection with Customer's activities under this Agreement. Customer acknowledges that it is Customer's responsibility to obtain any required licenses to export and re-export Systems. The Systems, including technical data, are subject to U.S. export control Laws, including the U.S. Export Administration Act and its associated regulations, and may be subject to export or import regulations in other countries. Customer represents and warrants that the System is not being and will not be acquired for, shipped, transferred, or re-exported, directly or indirectly, to proscribed or embargoed countries or their nationals and persons on the Table of Denial Orders, the Entity List or the List of Specifically Designated Nationals, unless specifically authorized by the U.S. Government for those purposes.

12.2. U.S. Government Restricted Rights. The Software is commercial computer software, as that term is defined in 48 C.F.R. §2.101. Accordingly, if Customer is the U.S. Government or any contractor therefor, Customer will receive only those rights with respect to the Software and Documentation 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 U.S. Government licensees and their contractors.

13. MISCELLANEOUS

13.1. Relationship. LVT will be and act as an independent contractor (and not as the agent or representative of Customer) in the performance of this Agreement.

13.2. Subcontractors. LVT may utilize subcontractors or other third parties to perform its duties under this Agreement so long as LVT remains responsible for its obligations under this Agreement.

13.3. Amendment; No Waiver. LVT may modify this Agreement or any terms incorporated herein by posting a revised version to <https://www.lvt.com/legal/msa>. LVT will notify Customer of any such revisions in the Platform. The revised version will be effective one business day after it is posted. If any such revision materially and adversely affects the rights granted to Customer under this Agreement, Customer may, as its sole and exclusive remedy in connection with such revision, terminate this Agreement by notifying LVT in writing of such termination within 30 days after LVT sends notice of the revision (the "**Notice Period**"). Following the Notice Period, Customer's continued access to or use of the System constitutes Customer's acceptance of the revision. The

waiver by either Party of any breach of any provision of this Agreement does not waive any other breach. The failure of any Party to insist on strict performance of any covenant or obligation in accordance with this Agreement will not be a waiver of such Party's right to demand strict compliance in the future, nor will the same be construed as a novation of this Agreement.

13.4. Severability. If any of the provisions contained in this Agreement are held to be invalid, illegal, or unenforceable in any respect, (a) that invalidity, illegality, or unenforceability will not affect any other provisions of this Agreement, (b) the particular provision, to the extent permitted by applicable Laws, is reasonably construed and equitably reformed to be valid and enforceable and if the provision at issue is a commercial term, it will be equitably reformed so as to maintain the overall economic benefits of this Agreement as originally agreed upon by the parties, and (c) this Agreement will be construed as if such invalid or illegal or unenforceable provisions had never been contained herein. However, if any material limitation or restriction on the use of the System is found to be illegal, unenforceable, or invalid, Customer's right to use the System will immediately terminate.

13.5. Assignability. Neither Party may assign its right, duties, or obligations under this Agreement without the other Party's prior written consent, which consent will not be unreasonably withheld or delayed, except that a Party may assign this Agreement to an Affiliate or a successor (including a successor by way of Change of Control or operation of law), or in connection with the sale of all of the assets or business to which this Agreement relates. A Change of Control is deemed to cause an assignment of this Agreement. "**Change of Control**" means a merger, acquisition, divestiture, sale of assets or equity, or similar transaction.

13.6. Entire Agreement. This Agreement, including all exhibits, is the final and complete expression of the agreement between these Parties regarding the subject matter hereof. This Agreement supersedes, and the terms of this Agreement govern, all previous oral and written communications regarding these matters, all of which are merged into this Agreement, except that this Agreement does not supersede any prior nondisclosure or comparable agreement between the Parties executed prior to this Agreement being executed, nor does it affect the validity of any agreements between the Parties relating to other products or services of LVT that are not described in an Order and with respect to which Customer has executed a separate agreement with LVT that remains in effect. No employee, agent, or other representative of LVT has any authority to bind LVT with respect to any statement, representation, warranty, or other expression unless the same is specifically set forth in this Agreement. No usage of trade or other regular practice or method of dealing between the Parties will be used to modify, interpret, supplement, or alter the terms of this Agreement. Except as specified in Section 1.3, this Agreement may be changed only by a written

agreement signed by an authorized agent of the Party against whom enforcement is sought. LVT will not be bound by, and specifically objects to, any term, condition, or other provision that is different from or in addition to this Agreement (whether or not it would materially alter this Agreement) that is proffered by Customer in any receipt, acceptance, confirmation, correspondence, or otherwise, unless LVT specifically provides a written acceptance of such provision signed by an authorized agent of LVT. No force or effect is given to any terms or conditions contained on or in any Customer purchase order or any other Customer form document issued by Customer to LVT under or in connection with this Agreement, even if accepted or not rejected by LVT.

13.7. Notices. Any notice required or permitted under the terms of this Agreement or required by applicable Laws in connection with this Agreement (each, a “**Notice**”) must be provided in writing to the other Party at the applicable address on the applicable Order through one of the following methods: (a) in person; (b) by certified or registered mail, or air mail, as appropriate, return receipt requested; (c) by nationally recognized overnight courier service; or (d) via email (and, if receipt is not confirmed within 2 business days, supplemented by one of the methods specified in (a), (b), or (c) of this section). Notices will be considered to have been given (1) at the time of actual delivery in person, (2) three business days after deposit in the mail as set forth above, (3) one business day after delivery to an overnight courier service, or (4) for email, the earlier of the date receipt is acknowledged by recipient and the date the supplemental Notice would otherwise be deemed given in accordance with this section. Either Party may change its address for Notice by providing Notice

of the change in accordance with this section. If an individual named as the recipient for Notices to a Party ceases to work in the role specified or ceases to work for a Party and that Party fails to notify the other Party of an alternative individual, delivery of Notices marked to the attention of an individual in the same or equivalent role at that Party is deemed compliant with the Notice obligations.

13.8. Force Majeure. Neither Party is liable or responsible to the other Party under this Agreement for any failure or delay in fulfilling or performing any of its obligations under this Agreement if and to the extent such failure or delay is caused by or results from events or acts beyond the affected Party’s reasonable control, including: acts of God; flood, fire or explosion; war, invasion, riot or other civil unrest; pandemics; actions, embargoes or blockades in effect on or after the Effective Date; or national or regional emergency (each of the foregoing, a “**Force Majeure Event**”). The Party whose performance of its obligations under this Agreement is prevented or delayed by a Force Majeure Event will give Notice thereof to the other Party, stating the period the occurrence of the Force Majeure Event is expected to continue and the affected Party will use diligent efforts to end the failure or delay and minimize the effects of such Force Majeure Event on the performance of its

obligations under this Agreement. Without limiting the foregoing, Customer acknowledges and agrees that LVT assumes no and has no responsibility or liability for any interruptions, delays, or failures in installation of the Hardware or for the consequences therefrom, however caused, or for any interruptions, delays, or failures of the System or associated services or for the consequences therefrom, due to any Force Majeure Event, and LVT is not required to provide the System to Customer or Users while such interruption, delay, or failure of the System is due to any such Force Majeure Event.

13.9. Governing Law. This Agreement will be interpreted, construed, and enforced in all respects in accordance with the local laws of the State of Delaware, and not including the provisions of the 1980 U.N. Convention on Contracts for the International Sale of Goods. Each Party hereby irrevocably consents to the exclusive jurisdiction and venue of the federal, state, and local courts in Delaware in connection with any action arising out of or in connection with this Agreement. Notwithstanding the foregoing, each Party has the right at any time to institute or bring any action or proceeding in any court of competent jurisdiction for injunctive or other equitable relief for or in connection with any Intellectual Property Rights or Confidential Information of such Party.

13.10. Prevailing Party. In any arbitration, or legal action or proceeding between the Parties in connection with this Agreement or any Order, the prevailing Party in such arbitration, or legal action or proceeding will be entitled to recover and be awarded its costs and attorneys' fees incurred by such Party in such arbitration, or legal action or proceeding.

13.11. Counterparts. This Agreement and each Order may be executed by the Parties in any number of counterpart originals, each of which is deemed an original instrument for all purposes, but all of which together will comprise one and the same instrument. Signed copies of this Agreement and each Order may be delivered by a Party to the other Party by facsimile or email, and a facsimile or scanned copy of this Agreement and each Order so delivered is binding as an original.

13.12. Interpretation. For purposes of this Agreement, (a) the words "include," "includes" and "including" will be deemed to be followed by the words "without limitation;"; (b) the words "such as," "for example," "e.g.," and any derivatives of those words will mean by way of example and the items that follow these words will not be deemed an exhaustive list; (c) the word "or" is used in the inclusive sense of "and/or" and the terms "or," "any," and "either" are not exclusive; (d) the words "herein," "hereof," "hereby," "hereto" and "hereunder" refer to this Agreement as a whole; (e) words denoting the singular have a comparable meaning when used in the plural, and vice-versa; and (f) whenever the context may require, any pronouns used in this Agreement will include the corresponding masculine, feminine or neuter forms, and the singular form of nouns and pronouns

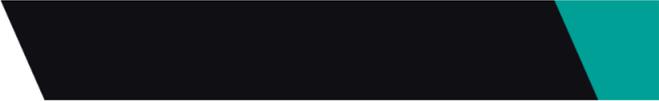
will include the plural, and vice versa. The headings set forth in this Agreement are for convenience of reference purposes only and will not affect or be deemed to affect in any way the meaning or interpretation of this Agreement or any term or provision hereof. References to “\$” and “dollars” are to the currency of the United States of America. Any law defined or referred to herein means such law as from time to time amended, modified or supplemented, including (in the case of statutes) by succession of comparable successor laws.

13.13. Notice Regarding Apple. This Section 13.14 applies to any portion of the System that is a mobile application on an iOS device. Customer acknowledges that this Agreement is between Customer and LVT only, not with Apple Inc. (“**Apple**”), and Apple is not responsible for the System or the content thereof. Apple has no obligation to furnish any maintenance and support services with respect to the System. If the System fails to conform to any applicable warranty, Customer may notify Apple and Apple will refund any applicable purchase price for the mobile application to Customer; and, to the maximum extent permitted by applicable law, Apple has no other warranty obligation with respect to the System. Apple is not responsible for addressing any claims by Customer or any third party relating to the System or Customer’s possession and / or use of the System, including: (a) System liability claims; (b) any claim that the System fails to conform to any applicable legal or regulatory requirement; or (c) claims arising under consumer protection or similar legislation. Apple is not responsible for the investigation, defense, settlement, and discharge of any third party claim that the System and / or Customer’s possession and use of the System infringes a third party’s intellectual property rights. Customer agrees to comply with any applicable third party

terms when using the System. Apple and Apple’s subsidiaries are third party beneficiaries of this Agreement, and upon Customer’s acceptance of this Agreement, Apple will have the right (and will be deemed to have accepted the right) to enforce this Agreement against Customer as a third party beneficiary of this Agreement. Customer hereby represents and warrants that: (a) Customer is not located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a “terrorist supporting” country; and (b) Customer is not listed on any U.S. Government list of prohibited or restricted parties.

13.14. Reseller Orders. This Section applies to any access to or use of the System purchased by Customer through a Reseller.

(a) Commercial Terms. Instead of paying LVT, Customer will pay applicable amounts to the Reseller as agreed upon between Customer and the Reseller. Customer’s order details will be as stated in the Order placed by Reseller with LVT on Customer’s behalf. The Reseller is responsible for the accuracy of such Order. LVT may suspend or terminate Customer’s rights to access and use



the System if it does not receive the corresponding payment from the Reseller. If Customer is entitled to a refund under this Agreement, LVT will refund any applicable fees to the Reseller and the Reseller will be solely responsible for refunding the appropriate amounts to Customer, unless otherwise specified.

(b) Relationship. This Agreement is directly between LVT and Customer and governs all use of the System by Customer and its Users. Resellers are not authorized to modify this Agreement or make any promises, representations, warranties, or commitments on LVT’s behalf, and LVT is not bound by any obligations to Customer other than as set forth in this Agreement. LVT is not party to (or responsible under) any separate agreement between Customer and Reseller and is not responsible for the Reseller’s acts, omissions, products, or services. The amount paid or payable by the Reseller to LVT for Customer’s use of the System under this Agreement will be deemed the amount paid or payable by Customer to LVT under this Agreement for purposes of Section 8.

* * * * *

Exhibit A: Definitions

“**Affiliate**” means an entity that owns or controls, is owned or controlled by or is or under common control or ownership with another entity, where control is defined as the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of an entity, whether through ownership of voting securities, by contract or otherwise.

“**Aggregated Data**” means Customer Data that has been deidentified or aggregated with other data such that the resulting data no longer reasonably identifies Customer or a specific individual.

“**Documentation**” means the then-current version of LVT’s user manuals, help files, usage guidelines, and standard technical documentation for the System that LVT makes generally available to its customers that it provides the System to.

“**Fees**” means all fees and other amounts due from or payable by Customer to LVT as set forth in the applicable Order or as otherwise provided for in this Agreement, including applicable Taxes whether or not the Taxes are set out in the Order.

“**Firmware**” means any firmware installed by or on behalf of LVT on Hardware, including any Updates, as applicable, that may be provided to Customer by or on behalf of LVT.

“Hardware” means hardware or other physical equipment (including any replacement parts) made available to Customer by or on behalf of LVT pursuant to an Order.

“Installation Services” means the installation services provided to Customer by or on behalf of LVT with respect to Customer’s purchase of Hardware as specified on the applicable Order.

“Intellectual Property Rights” means all patents, copyrights, trademarks, trade secrets, (including applications and registrations for any of the preceding rights), and all other intellectual, proprietary, and industrial property rights of whatever nature in each case in any part of the world and whether or not registered or registerable, for the full period of the applicable afforded rights and all extensions and renewals of any of the preceding where applicable.

“Law(s)” means all laws, ordinances, statutes, rules, and regulations of any federal, state, or local governmental body or unit.

“Losses” means: (i) all damages, costs, and attorneys’ fees finally awarded against Indemnitee pursuant to the Indemnified Claim; (ii) all out-of-pocket costs (including reasonable attorneys’ fees) reasonably incurred by Indemnitee in connection with the defense of the Indemnified Claim (other than attorneys’ fees and costs incurred without Indemnitor’s consent after Indemnitee has accepted defense of the Indemnified Claim); and (iii) all amounts that Indemnitor agrees to pay to any third party to settle the Indemnified Claim.

“Mobile App” means the then-current version of any proprietary mobile software applications made available to Customer by or on behalf of LVT for use in connection with the Platform.

“Performance Data” means all aggregate de-identified data and information from or relating to Customer’s and Users’ access to or use of the System, including any performance, analytics, or statistical data, that LVT or its representatives may collect, develop, or generate from time-to-time from or relating to Customer’s and Users’ access to or use of the System.

“Platform” means LVT’s cloud-based technology made available to Customer by or on behalf of LVT pursuant to an Order for use in connection with Hardware.

“Purchased Hardware” means Hardware that the applicable Order specifies is being purchased by Customer (i.e., not loaned to Customer for use during the applicable Order Term).

“Service Plan” means the service plan applicable to maintenance of Hardware purchased by Customer (if any) as set forth in the applicable Order.

“**Software**” means downloadable software (including any Mobile App and downloadable add-ins to the System), including any Updates, made available to Customer by or on behalf of LVT for use in connection with the System.

“**Subscription Hardware**” means Hardware that is provided to Customer solely during the applicable Order Term and is not purchased by Customer from LVT.

“**System**” means the Platform, Software, Embedded Technology, Hardware, APIs, and Documentation (or any portion thereof).

“**Taxes**” means sales taxes any other applicable federal, state, or local taxes, tariffs, duties, and levies.

“**Updates**” means all bug fixes, patches, corrections, enhancements, updates, or upgrades (including new versions) of or for the System that are provided or made available to Customer by LVT pursuant to this Agreement.

“**Usage Data**” means information generated from the use of the System, which data does not identify Users, any other natural human persons, or Customer, such as technical logs, data, and learnings about Customer’s use of the System, but excluding any identifiable Customer Data.

“**User**” means any user of the System provided or made available to Customer under this Agreement that Customer has authorized to enroll to access and use the System on Customer’s behalf.

“**Warranty Period**” means: (i) with respect to Purchased Hardware, one year from Delivery; and (ii) with respect to the System other than Purchased Hardware, the applicable Order Term.