



STANDARD TERMS AND CONDITIONS

These Standard Terms and Conditions (the “**Standard Terms**”), together with the applicable Order(s) (as defined below), are collectively referred to as the “**Agreement**” and govern the rights and obligations of Customer and 34ED, LLC, a Delaware limited liability company doing business as CENTEGIX (“**CENTEGIX**”) with respect to the CENTEGIX Safety Platform™ or CrisisAlert™ Platform and any other products and services acquired from CENTEGIX or its Affiliates as set forth on the applicable Order (collectively, the “**Service**”). The Documentation (as defined below) is hereby incorporated by reference into these Standard Terms. The Agreement is effective as of the date the applicable Order is executed by Customer and CENTEGIX (the “**Effective Date**”). Capitalized terms used and not otherwise defined in these Standard Terms have the meanings assigned to them in Section 12 below.

1. SUBSCRIPTION TERMS

1.1 **Service Provision.** CENTEGIX will provide the Service to Customer during the Initial Term (as defined below) specified in the Order. Customer has the right to access and use the Service during the Term pursuant to this Agreement. The fee for the Service (the “**Service Fee**”) is specified in the applicable Order. CENTEGIX may perform or deliver the Service, the Professional Services (as defined below), or any component thereof, and may provide Equipment (as defined below), through one or more of its Affiliates.

1.2 **Intellectual Property Rights.** Customer is not acquiring any right or interest in the Service, the CENTEGIX Materials or any of the other tangible components delivered to Customer as part of and solely for use with the Service and listed on the applicable Order (the “**Equipment**”) other than the right to access and use the Service and the Equipment during the Term subject to this Agreement. CENTEGIX reserves all rights not expressly granted to Customer in this Agreement and retains all right, title and interest (including all intellectual property rights) in and to the Service, the Equipment and the Accessories. For purposes of this Agreement, all references to the Service include the Equipment and Accessories unless otherwise expressly stated in this Agreement.

1.3 **Restrictions on Use.** Except as expressly permitted by this Agreement, Customer will not, and will not permit any Customer Representative (as defined below), employee, Contractor, agent, or other third party to: (a) sublicense, transfer, or otherwise assign its rights, in whole or in part, in or to the Service to any third party nor allow any third party to access or use the Service; (b) modify, create derivative works of, translate, reverse engineer, de-compile, or disassemble the Service to develop any other device or program or for any other reason; (c) copy the Software portions of the Service, in whole or in part, without the prior written consent of CENTEGIX; (d) use the Service in a manner which does not comply with the terms of this Agreement; (e) interfere with, disrupt, degrade, compromise, or test the vulnerability of the Service or any related systems, networks, or data, except as expressly authorized in writing by CENTEGIX; (f) gain or attempt to gain unauthorized access to the Service, any account, credentials, network, or environment of CENTEGIX or any third party; (g) upload, transmit, store, or introduce any virus, worm, malware, malicious code, corrupted data, or other harmful material; (h) share login credentials, permit use of an account by multiple individuals not authorized for such access, or otherwise compromise account security; (i) knowingly impersonate any person or entity, knowingly misrepresent identity or affiliation, or knowingly submit materially false or misleading information through the Service; (j) use the Service to transmit unsolicited bulk electronic communications in violation of Applicable Law; (k) use the Service for any fraudulent, unlawful, or abusive purpose; (l) remove, obscure, alter, or circumvent any proprietary notices, security features, usage limitations, or access controls contained in the Service; or (m) use the Service in any manner not expressly permitted by this Agreement or the Documentation. Customer must retain all logos, legends, and notices provided by CENTEGIX relating to CENTEGIX’s ownership of the Service and the Equipment and the intellectual property rights of CENTEGIX therein. Customer shall comply with all Applicable Law in connection with its use of the Service. To the extent

permitted by Applicable Law, Customer is responsible for the acts and omissions of persons accessing the Service through Customer's systems, credentials, or accounts.

1.4 **Limited Warranty.** During the Term, CENTEGIX warrants that the Service will conform to the description of the Service in the Documentation. Except as a provided in the preceding sentence, **CENTEGIX EXPRESSLY DISCLAIMS ALL WARRANTIES REGARDING THE SERVICE AND THE EQUIPMENT, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NONINFRINGEMENT. WITHOUT LIMITING THE FOREGOING, EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT, CENTEGIX DOES NOT WARRANT THAT THE SERVICE WILL BE UNINTERRUPTED, ERROR-FREE, OR FREE FROM DELAYS, OMISSIONS, OR SECURITY INCIDENTS, OR THAT ALL DEFECTS WILL BE CORRECTED.**

2. PROVISIONS SPECIFIC TO THE EQUIPMENT

2.1 **Equipment Ownership.** Customer acknowledges that, as part of the Service, CENTEGIX will provide Customer with the Equipment and Accessories defined in the Order. Customer further acknowledges that CENTEGIX owns all right, title and interest in the Equipment, Accessories and CENTEGIX Materials. All Equipment is specially programmed for Customer and the Site at which the Equipment is initially installed.

2.2 **Equipment Operation.** In connection with the use of the Equipment, from time-to-time CENTEGIX will require Customer to take certain actions (e.g., reboot a component) for purposes of the continued operation of the Service and Customer will promptly comply with such directions. CENTEGIX is responsible for the continued operation of the Equipment except to the extent the Equipment is damaged as a result of the acts or omissions of Customer or its employees or agents. The Accessories are provided 'as-is' and Customer is responsible for all replacement and maintenance of the Accessories at all times.

2.3 **Updates; Supported Versions.** Customer acknowledges that the security, operability, and supportability of the Service may depend on the timely installation and use of current supported versions of the Software, mobile applications, firmware, browser versions, operating systems, or other related components designated by CENTEGIX. Subject to Customer's internal change-management, information-security, technology governance, and approval processes, Customer shall use commercially reasonable efforts to, and shall cause its Customer Representatives, employees, Contractors, and agents to, timely install and maintain all updates, upgrades, patches, fixes, and new releases that CENTEGIX identifies as required, security-related, or necessary to maintain compatibility with the Service. CENTEGIX shall not be responsible for any degradation in performance, interruption, support limitation, security incident, or failure of the Service to the extent directly caused by Customer's failure to use current supported versions or implement required updates within a commercially reasonable period after notice or availability, subject to Customer's internal approval and deployment processes.

2.4 **Decommission; Return.** Upon the expiration of the Term or other earlier termination of the Service, (a) the Equipment will be inoperable; and (b) Customer must decommission the Equipment and return the Equipment and Accessories to CENTEGIX or an authorized recycler. Customer must return all Equipment in the same condition as when such Equipment was provided to Customer, normal wear and tear excepted. Customer shall delete the Software from all Electronic Devices and media on which the Software is then resident. Within thirty (30) days following termination of the applicable Order, Customer shall certify to CENTEGIX in writing that it has complied with the preceding sentence. CENTEGIX will assist Customer in the decommissioning of the Equipment upon mutually agreed terms. In no event shall Customer resell or transfer the Equipment to a third party.

3. INSTALLATION, IMPLEMENTATION, PROFESSIONAL SERVICES

3.1 Generally. If specified on the applicable Order, CENTEGIX will perform installation services and implementation services at each Site, for the fees stated in the applicable Order (the “**Installation Fee**”, the “**Implementation Fee**” and a shipping fee, respectively). CENTEGIX shall perform the Installation, Implementation, and other professional services specified in the Order (collectively, the “**Professional Services**”) in a workmanlike, professional manner using qualified personnel.

3.2 Customer Representatives. Customer shall designate one or two individuals as the authorized representatives of Customer (the “**Customer Representatives**”), whose names are set forth on each Order, and who shall be authorized to make decisions, approve plans, grant requests on behalf of Customer, and receive notices from CENTEGIX. Customer hereby authorizes CENTEGIX to rely on all communications from and decisions of Customer Representatives.

3.3 Configuration Information. Customer Representatives shall promptly complete the required information (the “**Install Sheets**”) for each Site, assist CENTEGIX in scheduling Installation at each Site, and perform the other obligations of Customer as outlined in the Order. Customer acknowledges and agrees that the schedule for Installation and Implementation as mutually agreed by Customer Representatives and CENTEGIX is dependent upon the prompt and accurate completion of Install Sheets and the other obligations of Customer as outlined in the Order. Customer will reimburse CENTEGIX for any out-of-pocket costs incurred by CENTEGIX as a result of delays in the timely and accurate performance of Customer responsibilities outlined in the Order and this Agreement.

4. CUSTOMER DATA

4.1 Customer Responsibility. Customer shall have sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness, and intellectual property ownership or right to use the data, information, and/or material that Customer submits to the Service in the course of using the Service (“**Customer Data**”).

4.2 Data License and Ownership. Customer grants CENTEGIX a worldwide, royalty-free, non-exclusive license to process: (a) Customer Data to provide the Service during the Term and as otherwise required by law or agreed to by the Parties; and (b) any usage data or other non-identifiable, deidentified, anonymized, or aggregate data derived from or included in Customer Data or Customer’s use of the Service (the data described in clause (b) is referred to as “**CENTEGIX Usage Data**”). The license to CENTEGIX Usage Data provided in clause (b) shall be perpetual and irrevocable. Customer further grants to CENTEGIX an assignment of all right, title, and interest in and to the CENTEGIX Usage Data, and CENTEGIX is free to use, exploit, and disclose CENTEGIX Usage Data for any lawful purpose, provided any disclosure does not include any information that could be used to identify Customer. CENTEGIX does not own or have any right to use Customer Data except as described in this Agreement.

4.3 FERPA Compliance. To the extent Customer provides or makes available any student records, education records, or other information protected by the Family Educational Rights and Privacy Act, 20 U.S.C. § 1232g, and its implementing regulations (“FERPA Data”), Customer represents and warrants that it has provided or obtained, as applicable, all notices, rights, consents, and authorizations, if any, required under Applicable Law to disclose such FERPA Data to CENTEGIX and to permit CENTEGIX to process such FERPA Data as contemplated by this Agreement. CENTEGIX shall use FERPA Data solely to provide the Service, perform its obligations under this Agreement, comply with Applicable Law, respond to lawful requests or directives of Customer, or as otherwise directed by Customer in writing. CENTEGIX shall not disclose FERPA Data to third parties except to its Contractors and other subcontractors with a need to know and who are bound by written obligations of confidentiality and data protection no less protective than those set forth in this Agreement, or as otherwise required by Applicable Law.

4.4 COPPA Compliance. To the extent Customer provides or makes available personal information relating to children under the age of thirteen (13), Customer represents and warrants that it has complied, and

shall continue to comply, with the Children's Online Privacy Protection Act, 15 U.S.C. §§ 6501-6506, and its implementing regulations ("COPPA"), including providing any required notices and obtaining any required consents or authorizations necessary under Applicable Law for CENTEGIX to collect, use, process, and disclose such information in connection with the Service as contemplated by this Agreement. As between the Parties, Customer shall be responsible for providing any notices and obtaining any consents or authorizations from parents, guardians, schools, or other authorized persons to the extent required under Applicable Law.

4.5 Emergency Response Disclosures. Notwithstanding anything to the contrary in this Agreement, Customer authorizes CENTEGIX to process and disclose Customer Data, including alert, incident, location, map, facility, responder, and related operational data, to emergency response, law enforcement, public safety, 911, emergency communications center, public safety answering point, and similar governmental or quasi-governmental entities, and to their respective software, dispatch, communications, mapping, video, or other technology providers, in each case to the extent reasonably necessary to facilitate, support, coordinate, or document an emergency, safety, security, or incident response.

4.6 Customer-Enabled Third-Party Integrations. Customer authorizes CENTEGIX to process and disclose Customer Data to third-party systems, services, applications, platforms, vendors, or providers designated, enabled, configured, requested, or approved by Customer, including providers of intercom, paging, mass notification, audio enhancement, door access, door lock, video, visitor management, emergency communications, and related safety or security systems, in each case to the extent reasonably necessary to provide, support, maintain, or enable the Service or the applicable integration.

4.7 Responsibility for Third Parties. CENTEGIX is not responsible for the acts, omissions, systems, services, applications, platforms, security practices, privacy practices, availability, performance, or use of data by any third-party provider, system, service, application, or platform that is not under CENTEGIX's control, including any Customer-designated, Customer-enabled, or emergency response third party. Customer is responsible for obtaining and maintaining all rights, consents, authorizations, configurations, and instructions necessary for CENTEGIX to process or disclose Customer Data to such third parties as contemplated by this Agreement.

4.8 Information Security. CENTEGIX shall use commercially reasonable precautions and implement appropriate technical and organizational measures to preserve the security and integrity, appropriate to the risk of accidental, unlawful or unauthorized destruction, loss, alteration, disclosure of, access to, or other processing of Customer Data. CENTEGIX shall ensure that employee and Contractor access to Customer Data is granted on a need-to-know basis and that such persons authorized to process Customer Data are bound by confidentiality obligations. Customer is responsible for maintaining current backups of all Customer Data and securing Customer Data stored and processed at the Sites.

4.9 De-Identified Data. CENTEGIX may create and use deidentified, anonymized, aggregated, or other non-personally identifiable data derived from Customer Data or Customer's use of the Service for lawful business purposes, including analytics, benchmarking, service improvement, and product development, provided that such data does not identify Customer, students, parents, guardians, individual households, or any individual. CENTEGIX shall not knowingly attempt to re-identify such data. CENTEGIX shall not disclose such data to any third party in a manner intended to permit re-identification, and any permitted recipient of such data shall be subject to restrictions prohibiting re-identification, to the extent applicable. CENTEGIX shall maintain reasonable measures designed to ensure that such data is not used in a manner that would reasonably permit re-identification.

5. FEES AND PAYMENT

5.1 Invoicing. The Service Fees and any other applicable fees will be invoiced in accordance with the terms set forth in the applicable Order. For any Renewal Term (as defined below), the Service Fee will be invoiced on each anniversary of the Effective Date. In the event of pre-payment, invoicing will be adjusted to reflect prepayments of the Service Fee.

5.2 Payment Terms. Unless otherwise provided in the applicable Order, all amounts are billed in US Dollars. Invoices are payable in full without deduction or setoff, in US Dollars on net 30 day terms or such later date as may be specified in the Order (the “**Due Date**”). Interest shall accrue from the Due Date on all undisputed amounts unpaid more than 30 days after the Due Date at the rate of one percent (1%) per month. Customer may withhold payment of amounts disputed in good faith so long as Customer notifies CENTEGIX of all disputed amounts included in any invoice prior to the applicable Due Date, identifying in reasonable detail the nature and amount of any such dispute. The Parties will use commercially reasonable efforts to promptly resolve any such disputes.

5.3 Taxes. If applicable, Customer is responsible for, and must pay, any and all federal, state, or local taxes (other than taxes based on CENTEGIX’s income), including sales and/or use taxes imposed in connection with the use of the Service and the Professional Services. CENTEGIX will not invoice Customer, and Customer will not pay, for sales, use, or excise taxes if Customer provides CENTEGIX with certificates or other evidence supporting the applicable tax exemptions. Customer will promptly reimburse CENTEGIX for the amount of any taxes that CENTEGIX is required to pay as a result of Customer’s failure to pay such taxes.

5.4 Prevailing Wages. For any work performed under this Agreement that are subject to prevailing wage laws, CENTEGIX shall pay its employees the prevailing wage rates as determined by Applicable Law. The cost of the prevailing wage, including any additional benefits and contributions required by law, shall be passed through to Customer and included in the Service Fee.

a) Both Parties acknowledge and agree that compliance with prevailing wage laws is a shared responsibility and shall be carried out in accordance with Applicable Law. CENTEGIX shall maintain accurate records of wages paid and provide necessary documentation to demonstrate compliance with prevailing wage requirements. In the event of any changes or updates to the prevailing wage rates during the Term, the Parties shall mutually agree on any necessary adjustments to the Service Fee to reflect the updated prevailing wage rates.

5.5 Performance Bond (or any other bond thereof). In the event that a performance bond is required for this Agreement, the cost of the performance bond shall be passed through to Customer and included in the Service Fee. CENTEGIX shall provide the necessary documentation and proof of the performance bond to Customer upon request.

a) Any costs associated with obtaining the performance bond, including premiums or fees, shall be the responsibility of Customer. CENTEGIX shall provide a detailed breakdown of the performance bond costs upon request.

6. INDEMNIFICATION

6.1 By CENTEGIX. CENTEGIX shall indemnify, defend, and hold harmless Customer and its officers, directors, employees and agents (collectively, the “**Customer Indemnitees**”) against any losses, liabilities, damages, and expenses, including reasonable attorneys’ fees (collectively, “**Losses**”) arising out of or related to any third-party claim that is based upon or alleges that the use of the Service as permitted under this Agreement infringes any United States patent, copyright, trade secret, trademark or other proprietary right of a third party (an “**IP Claim**”); provided, however, that CENTEGIX shall have no obligation under this Section 6.1 to the extent any IP Claim arises from: (a) use of the Service in combination with any Software, hardware, or other equipment not provided by CENTEGIX; (b) use of the Service other than in accordance with the

Documentation, this Agreement, or Applicable Law; or (c) Customer Data or other data or materials not supplied by CENTEGIX.

6.2 By Customer. If and to the extent permitted by Applicable Law, Customer shall indemnify, defend, and hold harmless CENTEGIX and its Affiliates, and its and their respective directors, managers, officers, employees, members, and shareholders (collectively, the “**CENTEGIX Indemnitees**”) from and against all Losses arising out of or related to any third-party claim that is based upon or alleges personal injury or property damage in any way related to Customer’s use of the Service or Customer’s breach of these Standard Terms (a “**Customer Indemnifiable Claim**”), *provided however*, that Customer’s such duty to indemnify, defend, and hold harmless CENTEGIX and its Affiliates extends: (a) only for the definite period that expires at the conclusion of the statute(s) of limitation applicable to such third-party claim, and (b) up to the amount of Customer’s liability insurance policy or policies, or up to the amount of an applicable statutory maximum amount of liability of the Customer, whichever is greater.

6.3 Indemnification Definitions. “**Claim**” means, as applicable, any IP Claim and any Customer Indemnifiable Claim. “**Indemnitor**” means a Party that is required to provide indemnification pursuant to this Agreement. “**Indemnitee**” means a Party seeking indemnification pursuant to this Agreement and includes Customer Indemnitees and CENTEGIX Indemnitees.

6.4 Procedures for Claims. Indemnitee agrees to give Indemnitor prompt written notice of any Claim for which Indemnitee seeks indemnification, *provided however*, any failure by Indemnitee to timely provide such notice will not relieve Indemnitor of its indemnification obligations except to the extent Indemnitor can demonstrate actual prejudice as a result of such failure. Within thirty (30) days after receiving Indemnitee’s notice of a Claim, but no later than ten (10) days before the date on which any formal response to the Claim is due, Indemnitor will notify Indemnitee in writing acknowledging its indemnification obligation and assuming control of the defense and settlement of the Claim (a “**Notice of Election**”). If Indemnitor delivers a timely Notice of Election to Indemnitee, Indemnitor shall have sole control over the defense and settlement of the Claim. Indemnitee shall cooperate with Indemnitor in the defense of the Claim. Indemnitee will have the right to participate with Indemnitor in the defense or appeal of any Claim, at Indemnitee’s option and at Indemnitee’s own expense (such expense not being indemnified by Indemnitor), but Indemnitor will have sole control and authority with respect to any such defense, compromise, settlement, appeal, or similar action, provided that Indemnitor obtains Indemnitee’s prior written consent to any settlement that requires Indemnitee to make any admission of fault or pay any amounts in connection with such settlement or imposes any non-monetary obligation on Indemnitee (such consent not to be unreasonably withheld, conditioned, or delayed). Notwithstanding the foregoing, Indemnitor may settle a Claim without Indemnitee’s consent if the settlement provides a complete release of the Indemnitee and involves only the payment of money that is fully indemnified by Indemnitor and imposes no admission of fault or non-monetary obligations on Indemnitee. If Indemnitor does not deliver a timely Notice of Election or does not conduct the defense of a Claim after delivering a timely Notice of Election, Indemnitee may defend and/or settle the Claim in such manner as it may deem appropriate, at the cost and expense of Indemnitor, including payment of any settlement, judgment or award and the costs of defending or settling the Claim. Indemnitor will promptly reimburse the Indemnitee upon demand for all Losses suffered or incurred as a result of or in connection with the applicable Claim. The Parties shall use commercially reasonable efforts to mitigate Losses relating to any Claim.

6.5 IP Claims. In the event of an IP Claim, in addition to its obligations as the Indemnitor, CENTEGIX may, at CENTEGIX’s option, (a) modify or replace the Service so that it performs comparable functions without infringement; *or* (b) obtain a royalty-free license for Customer to continue to use the Service. If neither alternative (a) or (b) is available to CENTEGIX on commercially reasonable terms, CENTEGIX may terminate all Orders upon a refund to Customer of an amount equal to the Service Fee paid for the unexpired portion of the then current Term. THIS SECTION 6.5, TOGETHER WITH SECTION 6.1, STATES

CENTEGIX'S ENTIRE OBLIGATION TO CUSTOMER AND CUSTOMER'S EXCLUSIVE REMEDY FOR ANY IP CLAIM.

7. **INSURANCE**

During the Term, CENTEGIX will maintain in full force and effect: (a) Commercial general liability insurance, with coverage limits of not less than One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) general aggregate for bodily injury and property damage; (b) Errors and Omissions liability insurance with limits of at least One Million Dollars (\$1,000,000) per claim; and (c) workers' compensation and Employer's liability coverage as required under applicable state law.

8. **LIMITATION OF LIABILITY**

8.1 **INDIRECT AND CONSEQUENTIAL DAMAGES.** IN NO EVENT WILL EITHER PARTY, ITS AFFILIATES OR ITS OR THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES OR AGENTS BE LIABLE TO THE OTHER PARTY OR ITS AFFILIATES OR ITS OR THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES OR AGENTS FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, PUNITIVE, OR EXEMPLARY DAMAGES, INCLUDING, WITHOUT LIMITATION, LOST PROFITS, LOST REVENUE, BUSINESS INTERRUPTION, LOSS OF DATA, OR LOSS OF USE, OR COST OF PROCUREMENT OF SUBSTITUTE GOODS, TECHNOLOGY OR SERVICES, LOSS OF GOODWILL, DIMINUTION IN VALUE, OR COVER IN ANY WAY RELATED TO OR ARISING OUT OF THIS AGREEMENT, THE PERFORMANCE OF ANY SERVICES PURSUANT TO THIS AGREEMENT, OR USE OF THE EQUIPMENT, WHETHER IN AN ACTION IN CONTRACT, BREACH OF WARRANTY OR TORT (INCLUDING NEGLIGENCE, STRICT LIABILITY AND STATUTORY LIABILITY), EVEN IF SUCH PARTY HAS BEEN ADVISED OF, OR COULD HAVE REASONABLY FORESEEN, THE POSSIBILITY OF SUCH DAMAGES, AND EVEN IF ANY REMEDY FAILS OF ITS ESSENTIAL PURPOSE, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW. THE LIMITATIONS IN THIS SECTION 8.1 SHALL NOT APPLY TO CUSTOMER'S OBLIGATIONS TO PAY ALL SERVICE FEES AND OTHER AMOUNTS DUE TO CENTEGIX AND SHALL NOT APPLY TO EITHER PARTY'S INDEMNIFICATION OBLIGATIONS UNDER SECTION 6.

8.2 **EMERGENCY USE DISCLAIMER.** CENTEGIX SHALL NOT BE LIABLE FOR ANY CLAIMS, ACTIONS, SUITS, LIABILITIES, DAMAGES OR LOSSES RELATED TO OR ASSOCIATED WITH THE PERSONAL INJURY, DEATH, OR REAL OR PERSONAL PROPERTY DAMAGE ARISING FROM OR RELATED TO ANY EMERGENCY SITUATION, ANY MISUSE OF THE SERVICE, OR ANY OTHER USE OF THE SERVICE WHETHER IN TORT, CONTRACT, ARISING FROM A COURSE OF CONDUCT, USAGE IN TRADE OR OTHERWISE. CUSTOMER ACKNOWLEDGES AND AGREES THAT THE FEES CHARGED FOR THE SERVICE ARE ESTABLISHED AS A RESULT OF THE ALLOCATIONS OF RISK AND RESPONSIBILITY DESCRIBED IN THIS SECTION (LIMITATION OF LIABILITY) AND THAT CENTEGIX WOULD NOT HAVE PROVIDED THE SERVICE WITHOUT CUSTOMER'S AGREEMENT TO THE ALLOCATION OF RISK AND RESPONSIBILITY SET FORTH IN THIS SECTION (LIMITATION OF LIABILITY).

8.3 **MESSAGE DELIVERY AND THIRD-PARTY CARRIER DISCLAIMER.** CUSTOMER ACKNOWLEDGES AND AGREES THAT (A) CENTEGIX CANNOT GUARANTEE THE PERFORMANCE OF ANY THIRD-PARTY TELECOMMUNICATIONS CARRIER, INTERNET SERVICE PROVIDER, OR OTHER INTERMEDIARY SERVICE PROVIDER INVOLVED IN THE TRANSMISSION OF MESSAGES OR NOTIFICATIONS THROUGH THE SERVICE, AND NEITHER PARTY MAY MAKE ANY CLAIMS OR GUARANTEES ON BEHALF OF SUCH PROVIDERS; (B) DELIVERY OF ANY MESSAGES, NOTIFICATIONS, OR INFORMATION IN CONNECTION WITH THE OPERATION OR USE OF THE SERVICE IS NOT GUARANTEED, AND CENTEGIX SHALL NOT BE RESPONSIBLE FOR ANY

FAILURE OF DELIVERY CAUSED BY IT OR ANY THIRD-PARTY PROVIDER; AND (C) CENTEGIX DOES NOT AND CANNOT CONTROL THE FLOW OF DATA TO OR FROM ITS NETWORK OR OTHER PORTIONS OF THE INTERNET, AND CENTEGIX DISCLAIMS ANY AND ALL LIABILITY RESULTING FROM OR RELATED TO DISRUPTIONS CAUSED BY THIRD-PARTY TELECOMMUNICATIONS OR INTERNET SERVICE PROVIDERS.

8.4 LIABILITY CAP. IN NO EVENT SHALL THE AGGREGATE LIABILITY OF CENTEGIX FOR ANY CLAIM, LOSS, OR DAMAGE IN CONNECTION WITH THIS AGREEMENT OR CUSTOMER'S USE OF THE SERVICE EXCEED THE AMOUNT PAID TO CENTEGIX PURSUANT TO AN ORDER FOR THE PARTICULAR SERVICE WHICH GAVE RISE TO THE CLAIM DURING THE SIX MONTH PERIOD PRIOR TO THE DATE THE CLAIM AROSE. THE FOREGOING LIMITATION OF LIABILITY SHALL NOT APPLY TO THE OBLIGATIONS OF CENTEGIX IN SECTION 6.1 (INDEMNIFICATION).

8.5 INDEPENDENT APPLICATION. THE LIMITATION UPON DAMAGES AND CLAIMS IS INTENDED TO APPLY WITHOUT REGARD TO WHETHER OTHER PROVISIONS OF THIS AGREEMENT HAVE BEEN BREACHED OR HAVE PROVEN INEFFECTIVE.

9. CONFIDENTIALITY

9.1 Confidential Information. Except as may be provided by state or federal law, including open records requests made pursuant to the open records law of the jurisdiction of Customer, and requests made pursuant to the Freedom of Information Act (FOIA) (U.S.C. §522 *et seq.*), each recipient of Confidential Information (the "**Recipient**") agrees that it will not disclose, provide, or otherwise make available any Confidential Information of the other Party (the "**Disclosing Party**") during the Term and for a period of seven (7) years thereafter, and in the case of Confidential Information that constitutes a trade secret under Applicable Law, for as long as such Confidential Information remains a trade secret. Each Recipient agrees that it may permit access to Disclosing Party's Confidential Information only to Recipient's Affiliates, directors, officers, consultants, Contractors, agents, or other third Parties on a need-to-know basis and subject to a written confidentiality agreement with confidentiality obligations at least as restrictive as those contained herein from each third party not governed by this Agreement who is provided access to the Confidential Information of the Disclosing Party. Recipient shall take all reasonable steps to protect Disclosing Party's Confidential Information and implement safeguards to prevent against the risk of prohibited or unauthorized use or disclosure thereof, consistent with the measures Recipient uses to protect its own most sensitive proprietary and confidential information, which shall not be less than a reasonable standard of care. Recipient shall promptly notify the Disclosing Party upon discovery of any loss or unauthorized disclosure of the Disclosing Party's Confidential Information and shall take all reasonable steps requested by the Disclosing Party to prevent, control, or remedy any such loss or disclosure. In addition, each Recipient agrees that it will *not*:

- a) Use the Disclosing Party's Confidential Information for any purpose beyond the scope of this Agreement;
- b) Copy any part of the Disclosing Party's Confidential Information or disclose any part of the Disclosing Party's Confidential Information to any person other than Recipient's employees or consultants who need the Disclosing Party's Confidential Information to perform their duties;
- c) Authorize or permit any such employee or consultant to use or disclose any part of the Disclosing Party's Confidential Information in violation of this Agreement; or
- d) Reverse engineer, de-compile, or disassemble any of the Disclosing Party's Confidential Information nor use any of the Disclosing Party's Confidential Information for the purpose of reverse engineering.

9.2 Exclusions. The Recipient's obligations under these Standard Terms will not apply to any portion of the Disclosing Party's Confidential Information that:

- a) At the time of disclosure to Recipient, was in the public domain or subsequently becomes a part of the public domain through no breach of these Standard Terms;
- b) Recipient had in its possession at the time of disclosure by the Disclosing Party, as established by written documentation in existence at that time, and that was not acquired directly or indirectly from the Disclosing Party or with knowledge of confidentiality restrictions;
- c) Recipient subsequently acquires by lawful means from a third party who is under no obligation of confidentiality or non-use owed to Disclosing Party;
- d) Recipient subsequently independently develops without any use of or reference to the Disclosing Party's Confidential Information as established by written documentation in existence at that time; or
- e) Becomes a part of CENTEGIX Usage Data.

9.3 Disclosure Pursuant to Legal Process. If Recipient is legally compelled (including pursuant to open records requests and FOIA requests) to disclose any portion of the Disclosing Party's Confidential Information, subject to the time constraints of open records requests and FOIA requests, Recipient will give Disclosing Party prompt notice of that fact, including in its notice the legal basis for the required disclosure and the nature of the Disclosing Party's Confidential Information that must be disclosed. Recipient will disclose only that portion of the Disclosing Party's confidential Information that is legally required to be disclosed.

9.4 Enforcement. Recipient acknowledges that the Disclosing Party may have no adequate remedy at law should Recipient breach its obligations under this Section 11 and agrees that the Disclosing Party will be entitled to enforce its rights under this Section 11 by seeking appropriate equitable relief including a temporary restraining order and an injunction. No delay or failure by the Disclosing Party in exercising any right under these Standard Terms will be construed to be a waiver of that right or of the right to assert a claim with respect to any future breach of these Standard Terms.

9.5 Return or Destruction of Confidential Information. Upon request by the Disclosing Party, the Recipient will destroy the Disclosing Party's Confidential Information, including all copies of the Disclosing Party's Confidential Information, and all abstracts, summaries or documents produced using the Disclosing Party's Confidential Information and, upon request, will certify to the Disclosing Party in writing that all copies, abstracts, summaries, and documents have been destroyed. Notwithstanding any provision of these Standard Terms to the contrary, no provision of these Standard Terms shall require the destruction of (i) Confidential Information required to be retained by the Recipient's document retention policy (ii) copies of any computer records or files containing Confidential Information that have been created pursuant to automatic archiving and back-up procedures which cannot reasonably be deleted, and (iii) Confidential Information that Recipient retains to comply with Applicable Law, or pursuant to professional obligation or for litigation purposes.

10. TERM; TERMINATION

10.1 Term. Customers may use the Service during the initial term specified in the Order. The Initial Term may be renewed for successive renewal terms (each, a "**Renewal Term**," and together with the Initial Term, the "**Term**") by either (a) paying a renewal invoice; or (b) submitting an Order for renewal, in each case before the then-current Term expires. If the Term is not renewed, the Agreement expires at the end of the then-current Term and Customer's access to and use of the Service will cease. For clarity, the Initial Term shall commence on the first day of the calendar month immediately following the date that is one hundred and twenty (120) days after the date the Order Acknowledgment is executed.

10.2 Termination. Each of CENTEGIX and Customer has the right to terminate this Agreement and/or the applicable Order(s) if the other Party breaches or is in default of any material obligation under this

Agreement or any Order, when such a breach or default (a) is incapable of cure; or (b), being capable of cure, has not been cured within thirty (30) days after receipt from the other Party of written notice of the breach or default.

10.3 Suspension; Investigation. CENTEGIX may immediately block, restrict, or suspend Customer's or any Customer Representative's access to all or any part of the Service, including any affected endpoints, inbound connections, integrations, devices, accounts, or other access points, upon notice, or without prior notice if reasonably necessary, if CENTEGIX determines that: (a) Customer's or such Customer Representative's use of the Service poses, or has the potential to pose, a security risk, operational risk, disruption, degradation, or material harm to the Service, CENTEGIX, any customer, or any third party; (b) Customer or any Customer Representative is using the Service in violation of this Agreement or Applicable Law; (c) such action is reasonably necessary to prevent fraud, misuse, unauthorized access, disruption, degradation, or material harm; or (d) CENTEGIX is required to do so by Applicable Law or governmental order. CENTEGIX shall use commercially reasonable efforts to limit any block, restriction, or suspension to the affected portion of the Service and to provide Customer's designated representative with prompt notice and an opportunity to cure, if reasonably practicable under the circumstances. If Customer fails to timely cure the issue, or if the same or substantially similar issue recurs, CENTEGIX may continue or reimpose the applicable block, restriction, or suspension and may temporarily suspend the affected Service until the issue is corrected to CENTEGIX's reasonable satisfaction. CENTEGIX may investigate any actual or suspected misuse, security risk, operational risk, disruption, or degradation of the Service, and Customer shall reasonably cooperate with any such investigation, subject to Applicable Law.

10.4 Effect of Termination. Within thirty (30) days of the termination of this Agreement or an Order for any reason, the affected Sites will be decommissioned and CENTEGIX will cease provision of the Service. Upon termination, Customer will notify all users of the Service that the Service has been terminated. Except as expressly set forth in this Agreement, amounts paid to CENTEGIX for Equipment, Service, and Professional Services are non-refundable.

10.5 Applicability of Agreement. This Agreement shall remain in force and effect during the Term. In the event of any termination of this Agreement, any Order(s) outstanding at the time of such termination shall be terminated in full, unless otherwise agreed.

10.6 Survival. The rights and obligations of the parties under any provision of this Agreement that by its nature should survive expiration or termination of this Agreement shall so survive, including without limitation provisions relating to accrued payment obligations, intellectual property rights, confidentiality, data-use rights expressly intended to survive, disclaimers, limitations of liability, indemnification, dispute resolution, audit rights, return or destruction obligations, and any other provisions necessary to interpret or enforce the parties' rights and obligations following expiration or termination.

11. GENERAL

11.1 Independent Contractor. The Parties are and shall be independent contractors. Neither Party is, nor will be deemed to be, an agent, legal representative, joint venture, employee, or partner of the other Party for any purpose. Neither Party shall have any authority to act for or to bind the other Party in any respect, nor shall either Party hold itself out as having such authority.

11.2 Limitations and Disclaimer. THE SAFETY PLATFORM INCLUDING CRISIS ALERT SYSTEM IS NOT A LIFE-SAVING SYSTEM, AND NO PART OF THE SAFETY PLATFORM INCLUDING CRISIS ALERT SYSTEM IS A LIFE SAFETY DEVICE. THE SAFETY PLATFORM INCLUDING CRISIS ALERT SYSTEM IS A COMMUNICATIONS SYSTEM DESIGNED TO ALLOW CUSTOMER PERSONNEL TO SIGNAL AN ALERT IF THERE IS AN EMERGENCY AT A SITE OR ALLOW CUSTOMER PERSONNEL TO PROVIDE OTHER SAFETY AND SECURITY FUNCTIONS. EMERGENCIES AND THE RESULTING CONFUSION, ERRORS IN JUDGMENT, INTERRUPTION OF POWER AND COMMUNICATIONS, AND OTHER ISSUES SURROUNDING EMERGENCIES MAY RESULT IN THE

FAILURE OF SYSTEMS OR IN INAPPROPRIATE OR LESS THAN OPTIMAL ACTIONS OR INACTIONS BY PERSONS REACTING OR RESPONDING TO EMERGENCIES. THE SAFETY PLATFORM INCLUDING CRISIS ALERT SYSTEM MAY NOT BE OPERATIONAL OR WORK AS A RESULT OF ENVIRONMENTAL FACTORS AND WEATHER CONDITIONS BEYOND HUMAN CONTROL, UNMAINTAINED, STOLEN, OR DAMAGED EQUIPMENT, THE FAILURE OF THE INTERNET AND OTHER COMMUNICATIONS SYSTEMS, OR THE FAILURE OF ELECTRICAL GRID, THEREFORE CENTEGIX DOES NOT REPRESENT, WARRANT, OR GUARANTEE THAT THE SAFETY PLATFORM INCLUDING CRISIS ALERT SYSTEM WILL BE OPERATIONAL OR FUNCTION IF OR WHEN AN EMERGENCY OCCURS. CUSTOMER FURTHER ACKNOWLEDGES THAT THE SERVICE IS NOT A REPLACEMENT FOR 911 OR OTHER EMERGENCY SERVICES.

11.3 Assignment. Neither Party has the right to assign or transfer its rights and obligations under this Agreement without prior written approval of the other and any attempted assignment shall be void, except that either Party may assign this Agreement to an Affiliate of such Party or to any successor to all or substantially all of such Party's business and assets upon written notice to the other Party.

11.4 Force Majeure. Neither Party shall be in default by reason of any failure in performance of this Agreement if such failure arises, directly or indirectly, out of causes reasonably beyond the reasonable control or foreseeability of such Party, including but not limited to, acts of God or of the public enemy, U.S. or foreign governmental acts in either a sovereign or contractual capacity, fire, flood, epidemic, restrictions, strikes, cost of raw materials, tariffs and/or freight embargoes. A force majeure event shall not excuse performing duties that are unrelated to the force majeure event, including, without limitation, discharging financial obligations.

11.5 No Waiver. Any failure by either Party to detect, protest, or remedy any breach of this Agreement shall not constitute a waiver or impairment of any such term or condition, or the right of such Party at any time to avail itself of such remedies as it may have for any breach or breaches of such term or condition. A waiver may only occur pursuant to the prior written express permission of an authorized officer of the other Party.

11.6 Notices. All notices, communications, and deliveries under this Agreement (other than routine support calls and routine operational communications permitted below) must be made in writing, signed by the Party making the same, must specify the Section under this Agreement pursuant to which it is given or being made (if applicable), and will be given or made to the address(s) specified as the "Address for Notices" on the signature page to this Agreement. Notwithstanding the foregoing, CENTEGIX may provide routine operational communications by email or through the Service to the Customer Representatives or other contacts designated by Customer, including service announcements, maintenance notices, update notices, support communications, account notifications, and security alerts. Customer shall be responsible for maintaining current and accurate contact information for such recipients. Delivery of an operational communication to the email address or contact information most recently provided by Customer shall constitute effective delivery of such operational communication for administrative and operational purposes only. For the avoidance of doubt, operational communications under this Section do not replace any formal legal notice required under this Agreement for termination, breach claims, indemnity claims, assignment, or other matters expressly subject to this Section 11.6 or Applicable Law.

11.7 Severability. If any provision hereof is declared invalid by a court of competent jurisdiction, such provision shall be ineffective only to the extent of such invalidity, so that the remainder of that provision and all remaining provisions of this Agreement will continue in full force and effect.

11.8 Governing Law.

a) This Agreement and the rights of the Parties hereunder shall be governed by and construed in accordance with the laws of the State of Georgia, without regard to conflicts of laws' provisions thereof. The

Parties expressly exclude all application of the United Nations Convention on the International Sale of Goods to this Agreement.

b) No actions, regardless of the form, arising out of this Agreement may be brought by Customer more than one (1) year after the occurrence of the events that gave rise to the cause of actions.

c) Any dispute, controversy, or claim arising out of, in connection with, or relating to, this Agreement shall be settled exclusively through binding arbitration administered by JAMS pursuant to its Streamlined Arbitration Rules and Procedures. The arbitration shall be held in Atlanta, Georgia, before one (1) arbitrator. Any award rendered shall be final and conclusive upon the Parties and a judgment thereon may be entered in the highest court of the forum, state or federal, having jurisdiction. The expenses of the arbitration shall be borne equally by the Parties to the arbitration, provided that each Party shall pay for and bear the cost of its own experts, evidence, and counsel's fees, and provided further, that in the discretion of the arbitrator, the arbitrator may, in the award, allocate all or part of the costs of the arbitration, including the fees of the arbitrators and the reasonable attorneys' fees of the prevailing Party. Nothing in this clause shall prevent either Party from seeking temporary, preliminary, or emergency equitable or injunctive relief from a court of competent jurisdiction, including for breach of intellectual property rights or the confidentiality provisions hereunder, as necessary to prevent immediate and irreparable harm pending final resolution of the dispute in accordance with this Agreement.

11.9 Entire Agreement. This Agreement constitutes the complete and entire understanding between the Parties with respect to the Service and supersede all previous written or oral agreements, proposals, RFPs, RFP responses, pilot engagements and other representations. No document, purchase order, or any handwritten or typewritten text which purports to alter or amend the printed text of this Agreement shall alter or amend any provision of this Agreement or otherwise control, unless the Parties both specify in writing that such terms or conditions shall control. Additionally, the Parties acknowledge that there are no contemporaneous agreements, side letters, or oral or other arrangements that contradict, alter, or modify any of this Agreement. Customer acknowledges and agrees that Customer has not relied on the potential availability of any future product, functionality, or feature, or any statement or representation by CENTEGIX or its employees concerning the potential availability of any future product, functionality, or feature, in placing Orders. This Agreement may be modified only in a writing which expressly references this Agreement and is executed by both of the Parties to this Agreement. This Agreement may be executed in several counterparts, all of which taken together will constitute one single Agreement between the Parties. This Agreement have been accepted by CENTEGIX in Atlanta, Georgia.

11.10 Export Compliance. Each Party shall comply with all applicable export control, import, trade sanctions, and similar laws and regulations in connection with this Agreement and the Service. Customer shall not, and shall not permit any third party to, export, re-export, transfer, disclose, release, or otherwise make available the Service, Software, technical data, or related materials in violation of Applicable Law. Customer shall reasonably cooperate with CENTEGIX as necessary to support compliance with applicable export control and sanctions laws in connection with the provision and use of the Service.

11.11 Interpretation. The following rules of interpretation must be applied in interpreting this Agreement: (a) This section and subsection headings used in this Agreement are for reference and convenience only, and will not enter into the interpretation of this Agreement; (b) all references to Sections and Exhibits are to the Sections in this Agreement and Exhibits to this Agreement, as the case may be; (c) the provisions of the Exhibits are incorporated in this Agreement; and (d) as used in this Agreement, the term "including" will always be deemed to mean "including without limitation." In the event of any conflict or inconsistency between an Order and the Standard Terms, the Standard Terms will prevail.

12. DEFINITIONS

The following capitalized terms are used in this Agreement with the meanings thereafter ascribed.

“**Accessory**” means the items identified as such on the applicable Order which are provided to enhance the functionality of the “Safety” platform functionalities.

“**Affiliate**” means any entity directly or indirectly controlling, controlled by, or under common control with Customer, where “control” means ownership of at least 50% of the equity or beneficial interests of such entity or the right to vote for or appoint a majority of the board of directors or other governing body of such entity.

“**API**” means any application programming interface made available by CENTEGIX for the purpose of exporting or importing Customer Data into the Software.

“**Applicable Law**” means all laws, statutes, regulations, ordinances, codes, and rules, and all orders, judgments, decrees, and directives of any governmental authority with jurisdiction, that apply to a party, the Agreement, or the Service, in each case as amended and in effect from time to time.

“**CENTEGIX Indemnitees**” has the meaning assigned to it in Section 6.2 of these Standard Terms.

“**CENTEGIX Materials**” means the Service, Documentation, Equipment, Accessories, systems, APIs, and any and all other information, data, documents, materials, works, and other content, devices, methods, processes, hardware, the Software, and other technologies and inventions, including any deliverables, technical or functional descriptions, requirements, plans, or reports, that are provided or used by CENTEGIX or any Contractor or other subcontractor in connection with the Software or otherwise comprise or relate to the Software, the APIs, or CENTEGIX systems. For the avoidance of doubt, CENTEGIX Materials include CENTEGIX Usage Data, but do not include Customer Data.

“**CENTEGIX Usage Data**” has the meaning assigned to it in Section 4.2 of these Standard Terms.

“**Claim**” has the meaning assigned to it in Section 6.3 of these Standard Terms.

“**Confidential Information**” means all business or technical information of the Disclosing Party that is not generally known to the public and that derives value from not being generally known, whether such information is disclosed orally or in writing. Confidential Information may include any Software, Documentation, flow-chart, logic diagram, design proposal, screen shot, screen shot concept, algorithm, device, compilation of information, method, technique, or process. The Service and other CENTEGIX Materials constitutes Confidential Information of CENTEGIX.

“**Contractor**” means an independent contractor performing services for Customer or an Affiliate.

“**Customer**” means the person or entity with which CENTEGIX has entered into one or more Orders.

“**Customer Data**” has the meaning assigned to it in Section 4.1 of these Standard Terms.

“**Customer Indemnifiable Claim**” has the meaning assigned to it in Section 6.2 of these Standard Terms.

“**Customer Indemnitees**” has the meaning assigned to it in Section 6.1 of these Standard Terms.

“**Customer Representatives**” has the meaning assigned to it in Section 3.2 of these Standard Terms.

“**Disclosing Party**” has the meaning assigned to it in Section 9.1 of these Standard Terms.

“**Documentation**” means the online or written information, specifications, user guides, Installation and maintenance manuals, safety notices and other materials relating to the use, operation, configuration and support of the Service and the Equipment made available to Customer in connection with the license of the Software.

“**Due Date**” has the meaning assigned to it in Section 5.2 of these Standard Terms.

“**Electronic Device**” means each computer or other device into which the Software is downloaded and/or installed.

“**Equipment**” has the meaning assigned in Section 1.2 of these Standard Terms.

“**Implementation**” means the services performed by CENTEGIX for Software configuration, the loading of a standard set of IT protocols, and training.

“**Implementation Fee**” has the meaning assigned to it in Section 3.1 of these Standard Terms.

“**Indemnatee**” has the meaning assigned to it in Section 6.3 of these Standard Terms.

“**Indemnitor**” has the meaning assigned to it in Section 6.3 of these Standard Terms.

“**Initial Term**” has the meaning assigned to it in Section 10.1 of these Standard Terms.

“**Installation**” means placement and configuration of Equipment at the Site.

“**Installation Fee**” has the meaning assigned to it in Section 3.1 of these Standard Terms.

“**Install Sheets**” has the meaning assigned to it in Section 3.3 of these Standard Terms.

“**IP Claim**” has the meaning assigned to it in Section 6.1 of these Standard Terms.

“**Losses**” has the meaning assigned to it in Section 6.1 of these Standard Terms.

“**Notice of Election**” has the meaning assigned to it in Section 6.4 of these Standard Terms.

“**Order**” means the ordering document (including an order form, quote or statement of work) that references this Agreement and is executed or accepted by Customer and CENTEGIX, specifying the Service, Equipment, Accessories, quantities, subscription terms, delivery details and Service Fees.

“**Party**” means CENTEGIX or Customer, individually, and “**Parties**” means CENTEGIX and Customer, collectively.

“**Person**” means any individual, general partnership, limited liability partnership, limited partnership, limited liability company, corporation, joint venture, trust, business trust, cooperative, association, or any foreign trust or foreign business organization, and the heirs, executors, administrators, legal representatives, successors, and assigns of such Person where the context so permits.

“**Professional Services**” has the meaning assigned to it in Section 3.1 of these Standard Terms.

“**Recipient**” has the meaning assigned to it in Section 9.1 of these Standard Terms.

“**Renewal Term**” has the meaning assigned to it in Section 10.1 of these Standard Terms.

“**Service Fee**” has the meaning assigned to it in Section 1.1 of these Standard Terms.

“**Site**” means **Exhibit A** to an Order, wherein Customer specifies each physical location prior to the commencement of Installation at which Equipment will be placed and the Service will be used.

“**Software**” means the executable software used for the CENTEGIX mobile app, the CENTEGIX background “Device” crisis app, the Safety Platform including “CrisisAlert Platform”, into which Customer Data is uploaded, and any other software product described on an Order. The Software is offered in an on-premise or software- (SaaS), hardware- (HaaS) or equipment-as-a-service (EaaS) model.

“**Special Terms**” means the terms and provisions on **Exhibit B** to an Order to the extent that the Parties elect to attach an **Exhibit B** to an Order.

“**Term**” has the meaning assigned to it in Section 10.1 of these Standard Terms.

“**Third-Party Materials**” means data, information, materials, products and services, in any form or medium, including any open-source or other the Service, the Software, other Software-based services, documents, data, content, specifications, products, Equipment, Accessories, or components of or relating to the Service or any Software that is not proprietary to CENTEGIX.