SOFTWARE PURCHASE TERMS AND CONDITIONS

Last Modified: February 25, 2026

BY PURCHASING THE SOFTWARE, YOU AGREE TO ACCEPT THE SOFTWARE PURCHASE TERMS AND CONDITIONS ("AGREEMENT"). IF YOU ARE ENTERING INTO THIS AGREEMENT ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY AND ITS AFFILIATES ("CUSTOMER", "YOU", OR "YOUR"), YOU REPRESENT THAT YOU HAVE THE AUTHORITY TO BIND SUCH CUSTOMER TO THESE TERMS AND CONDITIONS. IF YOU DO NOT HAVE SUCH AUTHORITY, OR IF YOU DO NOT AGREE WITH THESE TERMS AND CONDITIONS, YOU MUST NOT ACCEPT THIS AGREEMENT AND MAY NOT USE THE SERVICES. IF CUSTOMER HAS EXECUTED A SEPARATE MASTER SERVICES AGREEMENT OR DISTRIBUTOR AGREEMENT WITH INVUE SECURITY PRODUCTS INC. OR ONE OF ITS AFFILIATES ("INVUE", "PROVIDER", "WE", OR "US"), THEN IF THERE IS A CONFLICT BETWEEN SUCH MASTER SERVICES AGREEMENT OR DISTRIBUTOR AGREEMENT AND THIS AGREEMENT, THE TERMS OF THE MASTER SERVICES AGREEMENT OR DISTRIBUTOR AGREEMENT, AS APPLICABLE, SHALL CONTROL.

1. DEFINITIONS

1.1 "Agreement" means the terms and conditions set forth herein (the "Terms"), any statement of work (SOW), and any other agreements or terms of use linked or otherwise incorporated herein, including but not limited to InVue's Mobile Application End User License Agreement and Terms of Use for Cloud Services.

1.2 "Authorized User" means each individual granted access to use the InVue Services or products by Customer.

1.3 "Customer" has the meaning set forth in the preamble. Unless the context otherwise clearly indicates, a Partner that is purchasing InVue Services for itself or for resale to any of its customers shall be deemed a Customer hereunder.

1.4 "Documentation" means the manuals and other documentation that InVue has created for the InVue Services or products.

1.5 "Deliverable" means electronic or tangible work product commissioned by and developed specifically for Customer through the provision of Other Services to Customer, that InVue is required to deliver to Customer pursuant to any SOW entered into under this Agreement. Notwithstanding the foregoing, Deliverables shall not include any subscriptions to the InVue Services.

1.6 "Effective Date" means the date of acceptance of this Agreement by Customer.

1.7 "Fees" has the meaning set forth in Section 6.1.

1.8 "Intellectual Property Rights" means current and future worldwide rights under patent, copyright, design rights, trade secret, trademark, moral rights, and other similar rights, whether registered or unregistered.

1.9 "InVue Background IP" means Intellectual Property Rights: (a) owned by or licensed to InVue as of the Effective Date; (b) developed or acquired by InVue after the Effective Date but independent of, and unrelated to, InVue's performance of the InVue Services or Other Services hereunder; (c) relating to standard products or services offered or provided by InVue (including any Updates, Upgrades, feedback, and improvements or enhancements to those products and services that are made in the course of InVue providing its services or products to Customer, but which do not constitute Deliverables), or (d) embodied in Documentation.

1.10 "InVue Equipment" has the meaning set forth in Section 7.2.

1.11 "InVue Marks" means InVue's trademarks, tradenames, logos, brand names and other source identifiers.

1.12 "InVue Portal" means the cloud-based web and/or mobile application portal that allows Customer and its Authorized Users to access and manage, among other things, its InVue products, the InVue Services, and the data collected and generated by the InVue products and InVue Services

1.13 "InVue Services" means (a) the services or software products set forth in any Order; (b) InVue's cloud-based services accessible through any InVue Portal; (c) InVue's software embedded in Customer's products and services for cloud-based services; (d) Documentation; (e) InVue's mobile applications used to access InVue Services or any other InVue software product; and (f) any Updates, Upgrades, feedback and enhancements or improvements to any of the foregoing. For clarity, InVue Services do not include Other Services.

1.14 "Maintenance" means the provision by InVue to Customer of any and all Updates and Upgrades, together with other functionality changes or improvements to the InVue Services that are made generally available by InVue to subscribers of its maintenance offering, for the purpose of keeping the InVue Services in compliance with the Specifications.

1.15 "Order" means a Customer's purchase agreement or test agreement that incorporates the terms of this Agreement.

1.16 "Other Services" means those products and services that InVue offers, which are not included in the subscription to InVue Services; for the purposes of this Agreement, Other Services include, but are not limited to, Support Services, implementation, customization, training, consulting, installation and other professional services.

1.17 "Partner" shall mean a third party authorized by InVue to offer InVue Services to Customer. Customer may place orders for InVue Services through a Partner, and Customer consents to allow such Partner to manage its purchases. Partners and other third parties are not agents of InVue and are not authorized to bind InVue.

1.18 "Specifications" means InVue's published information that documents the capabilities and functionality of the InVue Services.

1.19 "Statement of Work" or "SOW" means any statement of work for Other Services that incorporates the terms of this Agreement.

1.20 "Support Services" means InVue's support services for InVue Services and Maintenance.

1.21 "Term" has the meaning set forth in Section 13.2.

1.22 "Update" means data produced from time to time by InVue to keep a released version of the InVue Services current as to functionality, or to correct any errors, install patches, fix bugs, or perform similar enhancements, with any corrections and updates to associated Documentation.

1.23 "Upgrade" means an InVue Services release containing new enhancements, features or functionality, with associated Documentation.

2. ACCESS AND USE OF THE INVUE SERVICES

2.1 InVue Services. During the Term of this Agreement and subject to Customer's acceptance of and compliance with this Agreement, including InVue's terms of use and end user license agreement for end users, Customer may access and use InVue Services.

3. PROVISION OF SERVICES

3.1 Provision of InVue Services. InVue will provide the InVue Services to Customer in accordance with this Agreement and any Order. Such use is limited to Customer's internal business use. Other Services may be ordered, and InVue Services may be altered, pursuant only to SOWs entered into between Customer and InVue.

3.2 Downloadable Software. Use of the InVue Services may require or include use of downloadable software. To the extent, you use InVue's mobile applications in conjunction with the InVue Services, you agree to comply with all terms and conditions relating to such mobile applications.

4. SERVICE FEATURES

4.1 Future Functionality. Customer agrees that its purchases are not contingent on the delivery of any future features or functionality, or dependent on any oral or written public comments made by InVue regarding future features or functionality.

4.2 Changes to Services. InVue continually changes and improves InVue Services. InVue may perform Maintenance or alter or remove functionality from such InVue Services at any time without prior notice. InVue will use reasonable efforts to provide Customer with prior notice if InVue makes a change to the InVue Services resulting in a material decrease in core functionality used by Customer.

5. TRAINING AND SUPPORT

5.1 Maintenance. InVue may provide Maintenance for the InVue Services.

5.2 Training. Unless otherwise agreed to by InVue in a SOW, InVue will not provide Customer or its Authorized Users with any training or onboarding support. However, InVue will make the Documentation available to Customer and/or its Authorized Users.

5.3 Technical Support. InVue and Customer will provide reasonable technical support to Customer and its Authorized Users, subject to the particular Support Services ordered in any SOW. InVue may communicate directly with any of Customer's Authorized Users at any time about use of the InVue Services and any support issues experienced.

6. FEES

6.1 Fees. Customer will pay to InVue or Partner all applicable fees for the InVue Services, Support Services, InVue Equipment, and Other Services (collectively, "Fees") as set forth in an Order or SOW. The entity that invoices Customer (Partner or InVue) will set Customer's pricing and payment terms for that invoice. Except as otherwise specified in this Agreement or prohibited by applicable law, payment obligations are non-cancelable and fees paid are not refundable.

6.2 Invoicing and Payment Terms

(a) Fees for the InVue Services will be invoiced prior to each subscription term for the InVue Services. On renewal, Fees for InVue Services will automatically increase to InVue's then-current Fees for such Services. InVue will provide written notice to Customer prior to renewal if the price increase exceeds ten (10) percent.

(b) InVue Services are billed for the entire subscription term unless otherwise specified in an Order.

(c) Fees for Other Services will be invoiced upon execution of the applicable SOW, unless an invoicing schedule is specified on that SOW for such Other Services, in which case that invoicing schedule will apply.

(d) Invoices are due for payment by Customer to InVue or Partner within thirty (30) days of the invoice date.

(e) In addition to any other rights available to it at law or equity, InVue reserves the right to suspend or terminate this Agreement, any related Order or SOW, and Customer's access to the InVue Services if Customer's account becomes delinquent. Delinquent invoices are subject to interest of 1.5% per month on any outstanding balance, or the maximum permitted by law, whichever is less, from the date of the delinquency notice, plus all expenses of collection, including, without limitation, all reasonable legal fees incurred by InVue (regardless of whether or not suit is brought). Customer will continue to be charged for Fees during any period of InVue Service suspension due to Customer's delinquency.

(f) InVue, in its sole reasonable discretion, reserves the right to charge additional fees for excessive or unreasonable usage of InVue's network connection or hardware.

6.3 Taxes. All amounts payable by Customer under this Agreement are exclusive of any applicable taxes, levies, duties, or similar governmental assessments of any nature (including value-added, sales, use, and withholding taxes, but excluding taxes based on Customer's income, property, or employees) ("Taxes") that may arise in connection with the Customer's purchases under this Agreement. If any such Taxes arise, Customer will pay such Taxes in addition to all other amounts payable under this Agreement, unless Customer provides InVue with a valid tax exemption certificate or other documentary proof, issued by an appropriate taxing authority, that no tax should be charged. If Customer is required by law to withhold any Taxes from its payments to InVue, Customer must provide InVue with an official tax receipt or other appropriate documentation to support such payments.

6.4 Currency. All monetary amounts in this Agreement are denominated in United States dollars or as otherwise specified in an Order or SOW. Fee payments by Customer must be received by InVue in the same currency as such Fees were billed.

7. COVENANTS AND RESTRICTIONS

7.1 Restrictions. Customer shall comply with all terms of use and end user license agreements relating to the InVue Services.

7.2 Equipment. Customer shall be responsible for obtaining and maintaining any hardware, equipment, and ancillary services needed to connect to, access or otherwise use the InVue Services, including, without limitation, InVue hardware products, modems, hardware, servers, software, operating systems, networking, web servers, routers, bridges and the like (collectively, "InVue Equipment").

8. INTELLECTUAL PROPERTY

8.1 InVue IP. As between the parties, InVue retains ownership of the InVue Services and all related Intellectual Property Rights, and InVue Background IP. No licenses or rights are granted to Customer by InVue other than as expressly provided for in this Agreement.

8.2 Feedback. InVue encourages all Customers and Partners to comment to InVue on the InVue Services and provide suggestions to InVue for improving them. Customer agrees that all such comments, suggestions, enhancements and improvements, including those made to the InVue Services during Customer's support thereof, will be non-confidential and that InVue owns all rights to use and incorporate them into the InVue Services, without payment to Customer.

8.3 Deliverables. Unless otherwise agreed in an SOW, InVue will own all Intellectual Property Rights in any Deliverables, and Customer hereby assigns all Intellectual Property Rights in any Deliverables to InVue. For the avoidance of doubt, nothing in this Agreement will assign or vest ownership of any InVue Services, InVue products, or InVue Background IP from InVue to Customer. To the extent InVue is not the owner of all or any part of the Intellectual Property Rights in the Deliverables, Customer grants InVue and its affiliates a worldwide, royalty-free, non-exclusive, perpetual license to use, reproduce, distribute, modify, and adapt the Deliverables for the purpose of improving and providing InVue Services.

8.4 Trademarks. InVue may use Customer's name, trademark, service mark and/or logo (hereinafter "Marks") to identify Customer as a customer of InVue's on InVue's website and on other promotional materials. Any goodwill arising from the use of Customer's Marks will inure to Customer's benefit. Customer may identify InVue as a provider and in promotional materials using InVue Marks only with InVue's prior written consent.

9. CONFIDENTIALITY; PROPRIETARY RIGHTS

9.1 Confidential Information. Each party (the "Receiving Party") acknowledges that in connection with this Agreement it will gain access to Confidential Information of the other party (the "Disclosing Party"). As used herein, "Confidential Information" means any information, knowledge and know-how that may be disclosed to the Receiving Party by the Disclosing Party in writing, orally, visually or in the form of drawings, technical specifications, software, samples, pictures, models, recordings or other tangible or intangible forms, including, but not limited to (i) any current or future information, know-how, techniques, methods, information, tools, development specifications, programming instructions and code, proprietary manufacturing processes and trade secrets; (ii) unpatented inventions, ideas, methods and discoveries, trade secrets, unpublished patent applications and other confidential intellectual property; (iii) information that the Disclosing Party is obligated to keep confidential on behalf of a third party; (iv) any business, legal, marketing or sales data or information of the Disclosing Party; or (vi) any information that, by its nature, would be understood by the Receiving Party to be confidential or proprietary information. InVue's Confidential Information further includes InVue Background IP and non-public information regarding features, functionality and performance of the InVue Services.

9.2 Exclusions. Confidential Information shall not include anything that (i) was in the public domain at the time of the disclosure thereof to the Receiving Party; (ii) entered the public domain through no fault of the Receiving Party subsequent to the time of the disclosure thereof to the Disclosing Party; (iii) was in the Receiving Party's possession free of any obligation of confidence at the time of disclosure by the Disclosing Party; or (iv) was disclosed to the Receiving Party by a third party source, free of any obligation of confidence.

9.3 Protection of Confidential Information. Each Receiving Party shall not use the Confidential Information for its own use or for any purpose, except in connection with the purposes of this Agreement. Each Receiving Party further agrees that it will not disclose Confidential Information to any person or entity except to such employees, advisors or agents on a need to know basis, who shall be advised that such Confidential Information is subject to the confidentiality provisions. Each Receiving Party agrees to use not less than a reasonable degree of care to protect the secrecy of and to avoid disclosure or use of the Confidential Information. The Receiving Party agrees to promptly advise the Disclosing Party in writing of any misappropriation or misuse by any person of such Confidential Information which may come to its attention. Each Disclosing Party shall retain ownership of its Confidential Information. Other than as expressly set forth herein, no license, grant, or other working right in the other party's Confidential Information is granted or implied by this Agreement.

10. WARRANTY AND DISCLAIMER

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

To the extent any InVue Equipment is purchased by Customer, the InVue Equipment will be governed by the product warranty available at https://invue.com/product-warranty/, which may be updated by InVue from time to time.

11. INDEMNIFICATION

Customer will indemnify, defend and hold harmless InVue, its affiliates, and their respective officers, directors, employees, agents and representatives from and against any and all any and all third party claims, demands, causes of action, lawsuits or liabilities (including without limitation reasonable attorneys' fees) arising out of or related to, any actual or alleged negligent act, omission, willful misconduct, or breach of this Agreement by Customer or any of its affiliates, personnel, or Authorized Users.

12. LIMITATION OF LIABILITY

NOTWITHSTANDING ANYTHING TO THE CONTRARY, EXCEPT FOR BODILY INJURY OF A PERSON, INVUE AND ITS SUPPLIERS (INCLUDING BUT NOT LIMITED TO ALL EQUIPMENT AND TECHNOLOGY SUPPLIERS), OFFICERS, AFFILIATES, REPRESENTATIVES, CONTRACTORS AND EMPLOYEES SHALL NOT BE RESPONSIBLE OR LIABLE WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT OR TERMS AND CONDITIONS RELATED THERETO UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHER THEORY: (A) FOR ERROR OR INTERRUPTION OF USE OR FOR LOSS OR INACCURACY OR CORRUPTION OF DATA OR COST OF PROCUREMENT OF SUBSTITUTE GOODS, SERVICES OR TECHNOLOGY OR LOSS OF BUSINESS OR USE; (B) FOR ANY LOST REVENUES OR PROFITS, DIMINUTION IN VALUE, OR INDIRECT, EXEMPLARY, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES; (C) FOR ANY MATTER BEYOND INVUE'S REASONABLE CONTROL; OR (D) FOR ANY AMOUNTS THAT, TOGETHER WITH AMOUNTS ASSOCIATED WITH ALL OTHER CLAIMS, EXCEED THE FEES PAID BY THE CUSTOMER TO INVUE FOR THE INVUE SERVICES UNDER THIS AGREEMENT IN THE 12 MONTHS PRIOR TO THE ACT THAT GAVE RISE TO THE LIABILITY, IN EACH CASE, WHETHER OR NOT ANY SUCH PERSON HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR SUCH DAMAGES WERE OTHERWISE FORESEEABLE.

13. TERM AND TERMINATION

13.1 Initial Term. The term of this Agreement commences as of the Effective Date and continues for one (1) year unless terminated earlier pursuant to any of the Agreement's express provisions (the "Initial Term").

13.2 Renewal. This Agreement will automatically renew for additional successive one (1) year terms unless earlier terminated pursuant to this Agreement's express provisions or either party gives the other party written notice of non-renewal at least ninety (90) days prior to the expiration of the then-current term (each a "Renewal Term" and, collectively, together with the Initial Term, the "Term").

13.3 Term of Orders. Subscriptions for InVue Services will start on the effective date of an Order for the term specified therein and will automatically renew for additional successive 1-year terms unless earlier terminated pursuant to this Agreement's express provisions or either party gives the other party written notice of non-renewal at least 90 days prior to the expiration of the then-current services period.

13.4 Term of SOWs. The term of an SOW starts on its effective date and terminates when all Other Services ordered under it are terminated or the term of such SOW is completed.

13.5 Termination for Cause. Either party may terminate this Agreement and any Orders or SOWs for cause: (a) upon 30 days' written notice to the other party of a material breach if such breach remains uncured at the expiration of such period; or (b) if the other party ceases its business operations or becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, administration, liquidation, or assignment for the benefit of creditors.

13.6 Consequences of Termination of Agreement. If this Agreement terminates, any Order or SOW in effect will remain in effect in accordance with their terms, but no new Orders or SOWs may be entered into under this Agreement.

13.7 Payment Consequences of Termination.

(a) Upon Customer's termination of this Agreement, Customer will remain liable to pay any Fees payable to InVue for the period prior to, or any invoices outstanding on, the effective date of termination;

(b) If this Agreement is terminated by Customer due to InVue's material breach, InVue will provide Customer with a pro rata refund of any unearned Fees prepaid by Customer applicable to the period following the effective date of termination; and

(c) If this Agreement is terminated by InVue due to Customer's material breach, InVue will invoice, and Customer will pay, any accrued but unbilled fees and any unpaid fees covering the remainder of the Term had it not been terminated.

13.8 Effects of Termination. Upon any expiration or termination of this Agreement, except as expressly otherwise provided in this Agreement:

(a) All rights, licenses, consents and authorizations granted by either party to the other hereunder will immediately terminate;

(b) Customer will immediately cease all use of InVue Services, Support Services and Other Services; and

(c) InVue may disable all of Customer's and its Authorized Users' access to the InVue Services.

13.9 Survival. The following Sections will survive termination of this Agreement: 6, 7, 8, 9, 11, 12, 13, 14, and 15.

14. PARTNER RESELLER PROVISIONS

The following provisions apply to a Partner as a reseller of InVue Services.

14.1 Appointment. InVue hereby appoints Partner as InVue's non-exclusive reseller of the InVue Services during the Term within the territory granted by InVue to Partner. This appointment is non-exclusive and at any time and in InVue's sole discretion, InVue may itself and may authorize third parties to, without limitation, design, develop, produce, market, distribute, and otherwise commercialize or use InVue Services, any modifications or derivatives of InVue Services, or any products or services that compete with the InVue Services, and provide support and other services for or using such products, alone or with other products, services, and materials, in and outside Partner's designated territory, through any channel, and to any person or entity, including resellers, distributors, value-added resellers, systems integrators, original equipment manufacturers, retailers, and end users.

14.2 Additional License Grants. Subject to Partner's acceptance of and compliance with this Agreement, InVue hereby grants Partner a limited, revocable, non-exclusive, non-transferable, non-sublicenseable, license, during the Term and within Partner's designated territory, to (a) resell the InVue Services to customers of Partner and (b) use the InVue Marks strictly in the manner as directed by InVue and solely to market and promote the InVue Services. Partner shall not use any of the InVue Marks, or any trademark similar thereto, in connection with any other product or service nor shall it attempt to register or attempt to register any InVue Mark in any jurisdiction. Partner shall not directly or indirectly engage in any unfair, unethical, misleading, or deceptive acts or practices that are or might be detrimental to the public or the goodwill or reputation of InVue, any of the InVue Services or any of the InVue Marks.

14.3 Additional Covenants. In addition to the covenants and restrictions set forth in Section 7, Partner shall:

(a) not make any representations, warranties, guarantees, indemnities, claims, or other commitments: (i) actually, apparently, or impliedly on InVue's behalf; or (ii) concerning or relating to any InVue Services that are in addition to or inconsistent with any then-existing representations, warranties, guarantees, indemnities, claims, or other commitments in this Agreement, the Documentation, or any written documents provided or made available by InVue to Partner that concern or relate to the InVue Services;

(b) promptly give InVue written notice of any notice, complaint or claim of which Partner becomes aware concerning any data security breach, personal injury, property damage, or other injury alleged to have been caused, in whole or in part, by any use of InVue Services or any act or omission of Partner under or in connection with this Agreement;

(c) maintain books, records and accounts of all transactions and activities covered by this Agreement and any other agreement between InVue and Partner and permit audit and inspection thereof by InVue and its representatives on reasonable prior notice; and

(d) pass on all InVue terms of use and end user license agreements to the end user of the InVue Services, and ensure that the Partner's customers agree to comply with all such terms and conditions.

14.4 Additional Indemnity Obligations. In addition to Partner's indemnification obligations set forth in Section 11 above, Partner will indemnify, defend and hold harmless InVue, its affiliates, and their respective officers, directors, employees,

agents and representatives from and against any and all Claims arising out of or related to any agreement between Partner and its customers.

14.5 Post-Termination. In addition to the provisions of Section 13.8, if this Agreement is terminated, InVue shall have the option to contract directly with Partner's customers for the Services or transition any such customer to a new partner, and Partner shall use commercially reasonable efforts to assist InVue in such transition.

15. MISCELLANEOUS

15.1 Amendments. You acknowledge and agree that we have the right, in our sole discretion, to modify this Agreement, and that modified terms become effective on posting. Changes to this Agreement are effective upon Seller posting the updated terms to its website (available at https://invue.com/terms-and-conditions). You are responsible for reviewing and becoming familiar with any such modifications. Your continued use of the InVue Services after the effective date of the modifications will be deemed acceptance of the modified terms.

15.2 Assignment. Customer may not assign this Agreement without InVue's prior written consent (such consent not to be unreasonably withheld). For purposes of this Agreement, a sale or transfer of a controlling interest of Customer's equity securities or other change in control transaction will be deemed an assignment hereunder. InVue may assign this Agreement by providing written notice to Customer. Any other attempt to transfer or assign is void.

15.3 Governing Law. This Agreement is governed by the laws of the State of North Carolina, without giving effect to any of its conflicts of laws principles.

15.4 Jurisdiction. Except if prohibited by applicable law, in relation to any legal action or proceedings to enforce this Agreement or arising out of or in connection with this Agreement, each party irrevocably submits to the exclusive venue and personal jurisdiction of the courts located in Mecklenburg County, North Carolina.

15.5 Informal Resolution. InVue would like to address all disputes without resorting to formal legal proceedings. Before filing a claim, each party agrees to try to resolve a dispute by formally notifying the other party in writing that it wishes to negotiate a dispute. If a dispute is not resolved within 30 days of such notice, either party may bring a formal proceeding.

15.6 No Class Actions. Customer may only resolve disputes with InVue on an individual basis and will not bring a claim in a class, consolidated, or representative action. Class arbitrations, class actions, private attorney general actions, and consolidation with other arbitrations are not allowed.

15.7 Attorneys' Fees. In any legal proceeding instituted by a party to enforce this Agreement, the prevailing party shall have the right to collect from the other party the reasonable costs and expenses incurred by the prevailing party in conducting the legal proceeding, including reasonable attorneys' fees and disbursements, and court costs.

15.8 Entire Agreement. This Agreement constitutes the entire agreement between the parties and it supersedes any other prior or contemporaneous agreements or terms and conditions, written or oral, concerning its subject matter. In the event that any conflicts exist between the Terms, any SOW, and other documents linked or incorporated herein, the following order of precedence governs: 1) the Order, 2) any SOW, 3) the Terms, and 4) other documents linked or incorporated herein.

15.9 Force Majeure. Neither party will be liable for inadequate or delayed performance to the extent caused by a condition (for example, natural disaster, act of war or terrorism, riot, governmental action, or internet disturbance) that was beyond the party's reasonable control.

15.10 Independent Contractors. The relationship between the parties is that of independent contractors, and not legal partners, employees, joint venturers, or agents of each other.

15.11 Interpretation. The use of the terms "includes", "including", "such as" and similar terms, will be deemed not to limit what else might be included.

15.12 No Waiver. A party's failure or delay to enforce a provision under this Agreement is not a waiver of its right to do so later.

15.13 Notices.

(a) Providing Notice. All notices must be in writing and will be deemed given when: (i) personally delivered, (ii) verified by written receipt, if sent by postal mail with verification of receipt service or courier, (iii) received, if sent by postal mail without verification of receipt, or (iv) verified by automated receipt or electronic logs if sent by email.

(b) Notices to InVue. Notices to InVue must be sent to InVue Security Products, Inc., Legal Dept., 9201 Baybrook Lane, Charlotte, N.C. 28277. Email is insufficient for providing non-routine legal notices (including indemnification claims, breach notices, and termination notices) ("Non-Routine Legal Notices") to InVue. Customer may grant approvals, permission, extensions, and consents by email.

(c) Notices to Customer. Notices to Customer must be sent to the address provided by the Customer. Non-Routine Legal Notices to Customer may be sent to the email address associated with Customer's designated primary administrator for the relevant Service ("Primary Admin"). Billing-related notices (including notices of overdue payments) may be sent to the relevant billing contact designated by Customer. Notices to Authorized Users of the InVue Services may be sent to the email address associated with that Authorized Users' account.

(d) Keep Contact Details Current. Customer and its Authorized Users must keep the contact details associated with their user accounts and billing contacts current and accurate, and notify InVue in writing of any changes to such details.

15.14 Severability. If any provision of this Agreement is determined to be unenforceable by a court of competent jurisdiction, that provision will be severed and the remainder of terms will remain in full effect.

15.15 Subcontractors. InVue may subcontract the provision of InVue Services without Customer's consent. InVue will be responsible for the performance of its employees and contractors, and their compliance with InVue's obligations under this Agreement, except as may be otherwise specified herein.

15.16 Third Party Beneficiaries. Except as provided in Section 11, Section 14.4 or expressly provided elsewhere herein, there are no third party beneficiaries of this Agreement. Customer's customers and Authorized Users are not third party beneficiaries of Customer's rights under this Agreement.