

# Terms & Conditions

The software downloaded ("**Access Application**") and the services accessed ("**Subscription Service**") and accompanying documentation (collectively, the Access Application, Subscription Service and documentation "**Product**") in connection with this End User Access Agreement ("**Agreement**") is licensed and not sold. The Product is protected by copyright laws and treaties, as well as laws and treaties related to other forms of intellectual property. Suretint Technologies, LLC. or its subsidiaries, affiliates, and suppliers (collectively "**Suretint**") own intellectual property rights in the Product. Access to the Subscription Service is granted to the person or entity ("**you**") downloading the Access Application or using or accessing the Subscription Service.

Your license to download, use, copy, change, or access the Product is subject to these rights and to all the terms and conditions of this Agreement for the number of users indicated in the associated Order Form.

## Acceptance

YOU ACCEPT AND AGREE TO BE BOUND BY THE TERMS OF THIS AGREEMENT BY (1) SELECTING THE "ACCEPT" OPTION AND DOWNLOADING THE ACCESS APPLICATION OR (2) BY INSTALLING USING, OR COPYING THE ACCESS APPLICATION OR USING OR ACCESSING THE SUBSCRIPTION SERVICE. YOU MUST AGREE TO ALL OF THE TERMS OF THIS AGREEMENT BEFORE YOU WILL BE ALLOWED TO DOWNLOAD THE ACCESS APPLICATION. IF YOU DO NOT AGREE TO ALL OF THE TERMS OF THIS AGREEMENT, YOU MUST SELECT "DECLINE" AND YOU MUST NOT INSTALL, USE, OR COPY THE ACCESS APPLICATION OR ACCESS OR USE THE SUBSCRIPTION SERVICE. .

## Fees

You will pay all monthly fees ("**Monthly Charges**") you agreed to when you ordered the Subscription Service to Suretint before the beginning of each monthly billing period in accordance with this Agreement. You must pay other fees as set forth on the Order Form. If you do not, Suretint may suspend your access to the Subscription Service or terminate this Agreement. All amounts stated in or in relation to this Agreement are stated exclusive of any applicable taxes, which will be added to those amounts and payable by the you to Suretint. Suretint may elect to change any fees it charges by giving you not less than 30 days' written notice of the change. You must pay all fees by debit card or credit card.

## Access Grant

During the term of your subscription to the Product (“**Term**”), you will have access to Subscription Service selected when you ordered the Subscription Service. This Agreement entitles you to install and, during the Term, on a subscription basis, use the number of copies of the Access Application indicated in the Order Form.

. In addition, you may make one archival copy of the Access Application. The archival copy must be on a storage medium other than a hard drive, and may only be used for the reinstallation of the Access Application. Unless selected as part of the ordering process, this Agreement does not permit the installation or use of multiple copies of the Access Application , or the installation of the Access Application on more than one computer, tablet or device at any given time, on a system that allows shared used of applications, on a multi- user network, or on any configuration or system of computers that allows multiple users. Multiple copy use or installation is only allowed if you obtain an appropriate license for each user of the Product during the ordering process. You will be entitled to access the Subscription Service with each properly licensed Access Application.

Suretint may upgrade Product from time-to-time, either at no charge, or for a fee and this EULA will apply to that upgraded Product. Your continued use of the Product will constitute your agreement that this EULA will continue to apply to the newly upgraded Product.

## Restrictions on Transfer

Without first obtaining the express written consent of Suretint, you may not assign your rights and obligations under this Agreement, redistribute, encumber, sell, rent, lease, sublicense, or otherwise transfer your rights to the Product.

## Restrictions on Use

You may not use, copy, or install the Access Application on any system with more than one computer, tablet or other device, or permit the use, copying, or installation of the Product by more than one user or on more than one computer unless you have purchased a license that allows you to do so. If you hold multiple, validly licensed copies of the Access Application, you may not use, copy, install or access the Product on any system with more than the number of computers, tablets or devices permitted by license, or permit the use, copying, installation or access by more users, or on more computers, tablets or devices than the number permitted by your license, as indicated on the Order Form. You will not use the Product on behalf of any third party, unless approved in writing by Suretint. You will not permit any unauthorised person to access or use the Product. You will not republish or redistribute any

content or material from the Product, reverse engineer the Product, or make any alteration to the Product or Suretint hardware used with the Product. You must comply with Suretint's Acceptable Use Policy, accessible at

[www.suretint.com/AUP](http://www.suretint.com/AUP) and must ensure that all persons using Subscription Service with your authority comply with the Acceptable Use Policy. You must not use the Product in any way that causes, or may cause, damage or impair the availability or accessibility of the Subscription Service. You must not use the Product in any way that is unlawful, illegal, fraudulent or harmful; or in connection with any unlawful, illegal, fraudulent or harmful purpose or activity.

You may not use the Subscription Service in connection with any software or otherwise without a license or written consent from Suretint. Nothing in this Agreement will operate to assign or transfer any intellectual property rights from Suretint to you. ,

## Restrictions on Alteration

You may not modify the Product or create any derivative work of the Product or its accompanying documentation. Derivative works include but are not limited to translations. You may not alter any files or libraries in any portion of the Product. You may not reproduce the database portion of the Subscription Service or create any tables or reports relating to that database portion.

## Restrictions on Copying

You may not copy any part of the Product except to the extent that licensed use inherently demands the creation of a temporary copy stored in computer memory and not permanently affixed on storage medium. You may make one archival copy of the Access Application.

## Security, Credentials

You will maintain the security of your account(s), including any pin, username, password and other access details ("**Account**"), to ensure that no unauthorized person may gain access to the Subscription Service using your Account. You will be responsible for any activity undertaken using your Account.

## Disclaimer of Warranties and Limitation of Liability

UNLESS OTHERWISE EXPLICITLY AGREED TO IN WRITING BY SURETINT, SURETINT MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, IN FACT OR IN LAW, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF

MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OTHER THAN AS SET FORTH IN THIS AGREEMENT OR IN THE LIMITED WARRANTY DOCUMENTS PROVIDED WITH THE PRODUCT.

Suretint makes no warranty that the Product will meet your requirements or operate under your specific conditions of use. Suretint makes no warranty that operation of the Product will be secure, error free, or free from interruption.

YOU MUST DETERMINE WHETHER THE PRODUCT SUFFICIENTLY MEETS YOUR REQUIREMENTS FOR SECURITY AND UNINTERRUPTABILITY. YOU BEAR SOLE RESPONSIBILITY AND ALL LIABILITY FOR ANY LOSS INCURRED DUE TO FAILURE OF THE PRODUCT TO MEET YOUR REQUIREMENTS. SURETINT WILL NOT, UNDER ANY CIRCUMSTANCES, BE RESPONSIBLE OR LIABLE FOR THE LOSS OF DATA ON ANY COMPUTER, TABLET, DEVICE OR INFORMATION STORAGE DEVICE.

UNDER NO CIRCUMSTANCES WILL SURETINT, ITS DIRECTORS, OFFICERS, EMPLOYEES OR AGENTS BE LIABLE TO YOU OR ANY OTHER PARTY FOR INDIRECT, CONSEQUENTIAL, SPECIAL, INCIDENTAL, PUNITIVE, OR EXEMPLARY DAMAGES OF ANY KIND (INCLUDING LOST REVENUES OR PROFITS OR LOSS OF BUSINESS) RESULTING FROM THIS AGREEMENT, OR FROM THE FURNISHING, PERFORMANCE, INSTALLATION, OR USE OF THE PRODUCT, WHETHER DUE TO A BREACH OF CONTRACT, BREACH OF WARRANTY, OR THE NEGLIGENCE OF SURETINT OR ANY OTHER PARTY, EVEN IF SURETINT IS ADVISED BEFOREHAND OF THE POSSIBILITY OF SUCH DAMAGES. TO THE EXTENT THAT THE APPLICABLE JURISDICTION LIMITS SURETINT'S ABILITY TO DISCLAIM ANY IMPLIED WARRANTIES, THIS DISCLAIMER WILL BE EFFECTIVE TO THE MAXIMUM EXTENT PERMITTED.

## Confidentiality

**Error Reports:** When the Product encounters an error, this error is automatically logged with Suretint to enable rapid resolution of any potential problems with the Product. Although technical steps have been taken to prevent it, it is possible that confidential information may be included with these reports.

**Anonymized Data:** Suretint will collect usage data, including without limitation Customer Data (defined below), from all Access Application installations: You agree that Suretint may use, disclose, market and license that data in aggregated, anonymized form for any purpose without restriction.

**Access to Server / Equipment:** If, in a response to a request for technical support, you provide us direct access to your Access Application installation, either by providing usernames, pin and passwords or by using the remote access tool(s), you accept that you will be providing the Suretint full access to your installation and confidential

data. If, when accessing your data, we lose or in some way damage your data, servers, equipment or any system we will only be held liable to the extent set out below.

#### Limit of Liability

Suretint's entire liability to the you in respect of any breach of contractual obligations, any breach of warranty, any representation, statement or tortious act or omission including negligence arising under or in connection with this Agreement will be limited to the price you paid for the Product in the 12 months preceding the incident giving rise to the liability.

## Privacy Policy

By agreeing to this Agreement you agree to the terms and conditions which are made available at

<http://www.suretint.com/terms-and-conditions>.

Confidentiality: All information relating to your agreement with Suretint, such as the price of the Product and terms on which the Product is licensed, are to be held in the strictest confidence.

You agree to allow Suretint to identify you as a customer, and to include this information on relevant marketing materials.

## License Audit

We reserve the right to monitor how the Product is being used. We do this by receiving licensing data from the Product. You agree not interfere with this communication.

## Customer Data

**"Customer Data"** means all data, including Personal Data, works and materials you transmit, upload to or stored on or produced by the Product or hosted or generated by the Product as a result of the your use of the Product. You hereby grant to Suretint a non-exclusive license to copy, reproduce, store, distribute, publish, export, adapt, edit and translate the Customer Data to the extent reasonably required for the performance of Suretint's obligations and the exercise of Suretint's rights under this Agreement, together with the right to sub- license these rights to the extent reasonably required for the performance of Suretint's obligations and the exercise of Suretint's rights under the Agreement. **"Personal Data"** means (A) personal financial

and personal health information or information subject to the Payment Card Industry Data Security Standard, (B) Personally Identifiable Information, as defined under Health Insurance Portability Accountability Act, (C) Non-Public Information as defined under the Gramm-Leach-Bliley Act, and associated regulations, (D) “personal information” as such term is defined in the (i) Massachusetts Standards for the Protection of Personal Information of Residents of the Commonwealth (201 CMR 17.00 et. seq.) and by similar laws of other states),

- **Children’s Online Privacy Protection Act of 1998, (iii) the Personal Information Protection and Electronic Documents Act (“PIPEDA”) in effect in Canada, (iv) California’s data security statute 1798.81.5 et seq. and any state’s data security breach notification law, (vi) in all regulations, rules, findings under any of the above.**

You warrant that the use of Customer Data by Suretint in accordance with this Agreement will not:

- breach the provisions of any law, statute or regulation, including those related to Personal Data
- infringe the intellectual property rights, rights of privacy, rights of publicity or other legal rights of any person; or
- give rise to any cause of action against Suretint

Suretint will use commercially reasonable efforts to create a back-up copy of Customer Data at least daily. Customer understands that each such backup copy of Customer Data will only restore the hosted database of the Product to the state it was in at the time the back-up was taken. Suretint will retain and store each such backup copy of Customer Data for a minimum period of 30 days. Restoration of Customer Data will be done in Suretint’s sole discretion. Suretint will not restore any individual Customer’s data, but will only restore Customer Data if there is a broad loss of data across multiple customers.

## Limitation of Remedies and Damages

Your remedy for a breach of this Agreement or of any warranty included in this Agreement is the correction or replacement of the Product. Selection of whether to correct or replace will be solely at the discretion of Suretint. Suretint reserves the right to substitute similar software or services as a replacement. If Suretint is unable to provide a replacement or substitute software or services or corrections to the Product, your sole alternative remedy will be a refund of the pre-paid, unused monthly fees for the Product.

Any claim must be made within the applicable warranty period. All warranties cover only defects arising under normal use and do not include malfunctions or failure resulting from misuse, abuse, neglect, alteration, problems with electrical power, acts of nature, unusual temperatures or humidity, improper installation, or damage determined by Suretint to have been caused by you. All limited warranties on the Product are granted only to you and are non-transferable. You agree to indemnify and hold Suretint harmless from all claims, judgments, liabilities, expenses, or costs arising from your breach of this Agreement and/or acts or omissions.

## Suspension and Termination

Suretint may suspend the provision of the Product if any amount due to be paid by you under this Agreement is overdue. Either party may terminate this Agreement by giving to the other party at least 30 days' written notice of termination. Suretint may terminate this Agreement immediately by giving written notice of termination to the you if you commit a material breach of this Agreement. Suretint may terminate this Agreement immediately by giving you written notice of termination if you are dissolved, ceases to conduct all (or substantially all) of your business, you become unable to pay your debts as they fall due or become insolvent or you are declared insolvent, or you convene a meeting or make or propose to make any arrangement or composition with your creditors. Upon the termination of this Agreement you will cease all use of the Product and delete the Access Application. Upon the termination of this Agreement, all of the provisions of this Agreement will cease to have effect, save that the following provisions of this Agreement will survive and continue to have effect (in accordance with their express terms or otherwise indefinitely): the Sections entitled Fees, Restrictions on Transfer, Restrictions on Use, Restrictions on Alteration, Restrictions on Copying , Disclaimer of Warranties and Limitation of Liability, Confidentiality, Limit of Liability, Privacy Policy, License Audit, Customer Data, Limitation of Remedies and Damages and General. The termination of this Agreement will not affect the accrued rights of either party. Within 10 days following the termination of this Agreement for any reason you will pay to Suretint any amounts services provided to you or contracted by you before the termination of the Agreement.

## Notices

Suretint may send any notice to you via the email address you provided to Suretint upon registration for the Product, or as you update that email address via the Product. Any notice you send to Suretint must be sent via registered mail to Suretint Technologies, 560 West Washington Blvd., Suite 330, Chicago, IL 60664, or an updated address provided by Suretint.

## Force Majeure

If a Force Majeure Event gives rise to a failure or delay in either party performing any obligation under this Agreement (other than any obligation to make a payment), that obligation will be suspended for the duration of the Force Majeure Event. "**Force Majeure Event**" means an event, or a series of related events, that is outside the reasonable control of the party affected (including failures of the Internet or any public telecommunications network, hacker attacks, denial of service attacks, virus or other malicious software attacks or infections, power failures, industrial disputes affecting any third party, changes to the law, disasters, explosions, fires, floods, riots, terrorist attacks and wars).

## General

No breach of any provision of this Agreement will be waived except with the express written consent of the party not in breach. If any provision of this Agreement is determined by any court or other competent authority to be unlawful and/or unenforceable, the other provisions of the Agreement will continue in effect. If any unlawful and/or unenforceable provision would be lawful or enforceable if part of it were deleted, that part will be deemed to be deleted, and the rest of the provision will continue in effect (unless that would contradict the clear intention of the parties, in which case the entirety of the relevant provision will be deemed to be deleted). This Agreement may not be varied except by a written document signed by or on behalf of each of the parties. Neither party may without the prior written consent of the other party assign, transfer, charge, license or otherwise deal in or dispose of any contractual rights or obligations under this Agreement. But Suretint may assign this Agreement without your consent in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets related to this Agreement. Subject to the foregoing limitation, this Agreement will inure to the benefit of and will be binding on the successors and assignees of the parties. This Agreement is made for the benefit of the parties, and is not intended to benefit any third party or be enforceable by any third party. The rights of the parties to terminate, rescind, or agree to any amendment, waiver, variation or settlement under or relating to this Agreement are not subject to the consent of any third party. This Agreement will constitute the entire agreement between the parties in relation to the subject matter of this Agreement, and will supersede all previous agreements, arrangements and understandings between the parties in respect of that subject matter.



This Agreement will be governed by and construed in accordance with the laws of the State of Illinois without giving effect to principles of conflict of laws. The United Nations Convention on Contracts for the International Sale of Goods will not apply to this Agreement. Any action or proceeding arising from or relating to this Agreement must be brought in a federal or state court sitting in Chicago, Illinois, and each party irrevocably submits to the jurisdiction and venue of any such court in any such action or proceeding. But Suretint may seek payment or injunctive relieve in any appropriate court.