

Professional Services Agreement – United Kingdom

This Reseller and Professional Services Agreement (the "**Agreement**") is made on "[DATE]" ("**Effective Date**") by and between [REDACTED] ("**Customer**") and Jones Lang LaSalle [Limited] and its affiliates ("**JLL**"). In consideration of the mutual promises set forth herein, the parties agree as follows:

1. PRODUCTS AND SERVICES.

Subject to the terms and conditions of this Agreement, JLL agrees to perform professional services related thereto ("**Services**") and may resell certain third-party technology products ("**Products**") as set forth in an applicable Statement of Work ("**SOW**"). Each SOW will be executed by both parties and describe the Services to be performed, and if applicable any Products, applicable fees and any other terms that apply to that specific SOW. Unless expressly agreed to in writing, this Agreement will take precedence in the event of a conflict between the terms of this Agreement and a SOW.

2. COMPENSATION; INVOICES.

- 2.1 Customer will compensate JLL for Products and Services rendered as set forth in an SOW.
- 2.2 JLL will invoice Customer for its fees, expenses and costs incurred during that month. Customer will pay each invoice within 30 days from receipt of invoice. JLL will provide Customer with notice of any late payment; Delinquent payments will earn interest at the rate of 1.5% per month from the due date until paid.

3. INTELLECTUAL PROPERTY RIGHTS.

- 3.1 Work Product. Customer is the sole and exclusive owner of all Work Product created pursuant to this Agreement. For purposes of this Agreement, "**Work Product**" means any reports, memoranda, notes, project files, documents, manuals, and other materials developed pursuant to this Agreement specifically for Customer, including equipment inventories, maintenance schedules, equipment repair/replacement records, designs, drawings, specifications. Work Product does not include (i) any materials, training manuals, processes, know how or intellectual property owned or licensed by JLL; (ii) JLL Technology or JLL's information technology systems or software; or (iii) derivatives, modifications, or improvements of the foregoing created by or on behalf of JLL or its third party suppliers whether prior to or after the Effective Date (collectively, "**JLL Materials**"), and (iv) Products. JLL hereby grants Customer a non-exclusive, perpetual, irrevocable, fully-paid-up, non-transferable, royalty-free license to use any JLL Materials that are (i) incorporated in any Work Product, or (ii) necessary for the use of any Work Product. This Section shall survive any termination or expiration of this Agreement.
- 3.2 License. If any subscription to JLL Technology provided as part of Services, JLL hereby grants to Customer, during the Term, a worldwide, revocable, non-exclusive, non-sublicensable license to use and access the JLL Technology solely for Customer's internal business purposes in accordance with any documentation and other materials provided by JLL under this Agreement and applicable SOW. For purposes of this Agreement, "**JLL Technology**" means the information technology systems, software, platforms and tools of JLL, its affiliates, subsidiaries and licensors, and all intellectual property rights in any of the foregoing. Except as specifically set forth herein, no license, either express or implied, is granted by JLL to Customer hereunder with respect to any JLL Technology or the intellectual property rights appurtenant thereto. Customer may not: (i) reverse engineer, disassemble or decompile the JLL Technology; (ii) sell, rent, lease, sublicense, distribute or otherwise make the JLL Technology available to any third party by time-sharing or otherwise, except for any employees, management personnel, representatives, agents or contractors of Customer; (iii) modify, copy, alter or create any derivative works in or to the JLL Technology.
- 3.3 Product Terms. For third party technology product resold hereunder, Customer may be required to comply with or agree to certain end user license agreement terms and conditions (EULA) related to the Products. In addition, Customer is responsible for its own connectivity, networks, hardware and software and compliance and usage related thereto, and the cyber security of any of its networks. JLL shall have no liability with respect to Customer's cybersecurity, network access or any of the Products, and does not make any warranties, express or implied, statutory or otherwise, with respect to the Products.

4. REPRESENTATIONS AND WARRANTIES.

Each party represents and warrants that: (a) it has the right to enter into this Agreement; (b) that it is financially capable of fulfilling all requirements of this Agreement; (c) that it will at all times comply with all applicable federal, state and local laws, regulations, rules, ordinances, orders and decrees, and (d) that it is not subject to any legal proceedings or contractual obligations that would prohibit it from

entering into this Agreement or performing hereunder. JLL agrees that it will use personnel, equipment and materials qualified and/or suitable to perform the Services.

5. **INSURANCE.** JLL will maintain, at its sole cost and expense, the insurance set forth in Appendix 1.

6. **INDEMNIFICATION.**

6.1 JLL Indemnity. JLL agrees to defend, indemnify and hold harmless Customer and its respective officers, directors, employees, agents, partners, affiliates, successors and assigns from and against any and all demands, losses, expenses, damages, liabilities, fines, and penalties asserted against Customer by a third party, including, without limitation, costs, expenses and attorneys' fees incident thereto ("**Third Party Claims**"), to the extent arising from or relating to: (a) any claim that the Work Product or JLL Materials infringe any copyright, patent, trademarks, trade secrets, or other intellectual property rights of any third party; and (b) for any physical damage to real or tangible property and bodily injuries and death to all persons to the extent caused by the negligent acts, errors or omissions of JLL.

6.2 Customer Indemnity. Customer agrees to defend and hold harmless JLL and its respective officers, directors, employees, agents, partners, affiliates, successors and assigns from and against any and all Third Party Claims, to the extent arising from or relating to: (a) any claim that Customer's data, materials and document and/or Customer's misuse of the Products infringe any copyright, patent, trademarks, trade secrets, or other intellectual property rights of any third party; and (b) for any physical damage to real or tangible property and bodily injuries and death to all persons to the extent caused by the negligent acts, errors or omissions of Customer; and for all expenses (including reasonable attorney's fees) incurred by JLL in connection therewith.

7. **LIMITATIONS ON LIABILITY.** EXCEPT FOR LIABILITY ARISING OUT OF OR RELATED TO BREACH OF CONFIDENTIALITY, A BREACH OF A PARTY'S INTELLECTUAL PROPERTY RIGHTS OR A THIRD PARTY CLAIM SUBJECT TO INDEMNIFICATION, NEITHER PARTY WILL BE LIABLE TO THE OTHER FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES HOWEVER CAUSED AND UNDER ANY THEORY OF LIABILITY, INCLUDING BUT NOT LIMITED TO CONTRACT, PRODUCTS LIABILITY, STRICT LIABILITY, AND NEGLIGENCE, AND WHETHER OR NOT IT WAS OR SHOULD HAVE BEEN AWARE OF, OR WAS ADVISED OF, THE POSSIBILITY OF SUCH DAMAGES. TO THE EXTENT PERMITTED BY LAW, IN NO EVENT WILL JLL'S TOTAL CUMULATIVE LIABILITY TO CUSTOMER UNDER THIS AGREEMENT EXCEED THE FEES PAID OR PAYABLE BY CUSTOMER TO JLL FOR THE PRODUCTS AND SERVICES PROVIDED IN THE YEAR IN WHICH THE CLAIM OCCURS, REGARDLESS OF THE FORM OF THE ACTION OR THE THEORY OF RECOVERY.

8. **ASSIGNMENT.** This Agreement shall not be assignable by either party without the prior written consent of the other party, except that either party may assign this Agreement to any affiliate of such party or any entity which acquires all or substantially all of its assets through a merger, consolidation or otherwise. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of each party's respective legal representatives, successors and permitted transferees and assigns.

9. **SUBCONTRACTING.** JLL may utilize any subcontractor in its performance of the Services without Customer's prior written approval. JLL's use of any subcontractor will not relieve JLL of any of its obligations or liabilities under this Agreement. **10. CONFIDENTIALITY.**

10.1 **Confidential Information.** During the course of performing and receiving Services, JLL and Customer may have access to information of the other that is confidential to one another ("**Confidential Information**") including, without limitation, specifications, business methods, marketing strategies, pricing, competitor information, the terms of this Agreement, and financial results. Confidential Information will not include any information that (a) is already known by the recipient party or its affiliates, free of any obligation to keep it confidential, (b) is or becomes publicly known through no wrongful act of the receiving party or its affiliates, (c) is received by the receiving party from a third party without any restriction on confidentiality, (d) is independently developed by the receiving party or its affiliates, (e) is disclosed to third parties by the disclosing party without any obligation of confidentiality or because of valid order, rule, regulation or law, or (f) is approved for release by prior written authorization of the disclosing party. The parties agree to maintain the confidentiality of the Confidential Information and to use best efforts (which are at least the same used to protect its own Confidential Information) to protect from public disclosure the other party's Confidential Information by preventing any unauthorized copying, use, distribution, installation or transfer of possession of such information. Each party may use the Confidential Information received from the other party only in connection with fulfilling its obligations hereunder. For the purposes of this Section, the term "**Confidential Information**" will mean any and all confidential and proprietary information, data, and

documentation, including business and financial information, Customer information, and individual personal information, which Customer receives from JLL, and all inventions, trade secrets, methods, reports, records, computer software, designs, drawings, documents and other materials provided under this Agreement. Customer will not disclose or permit access to Confidential Information to any third party without the consent of JLL, and only if such person has a legitimate need to know the Confidential

Information to permit Customer to perform the Services. Customer will require that any such third party be subject to confidentiality obligations no less stringent than those set forth herein. Each party will return all Confidential Information promptly after completion of the Services or upon such party's request.

10.2 Aggregate Data. Notwithstanding the foregoing, Customer hereby grants JLL a non-exclusive, perpetual, irrevocable, royalty-free license to Aggregated Data. JLL may monitor Customer's (and Customer's authorized users') use of the Services and use data and information related to such use, in an aggregate and anonymous manner, including to compile statistical and performance information related to the provision and operation of the Services ("**Aggregated Data**"), which will not be considered Confidential Information. All right, title and interest in the Aggregated Data and all related intellectual property rights, belong thereto and are retained solely by JLL. Customer agrees that JLL may compile Aggregated Data based on data provided by or on behalf of Customer or any information input by Customer's authorized user of the Services, and Customer agrees that JLL may use Aggregate Data to the extent and in the manner permitted by applicable law or regulation.

10.3 Privacy and Security of Personal Data. JLL will use commercially reasonable efforts to maintain administrative, physical, and technical safeguards for protection of Customer Data, consistent with what JLL supplies generally to its other users. JLL's privacy policy is available at <https://www.us.jll.com/en/privacy-statement> Privacy Policy and JLL's Data Privacy Addendum is available at <https://www.jllt.com/legal-agreements/> ("**Data Privacy Addendum**"), or other replacement location as provided upon request by JLL. JLL does not guaranty the privacy, security, integrity, or authenticity of any third party technology Products, or any information transmitted over or stored in any system connected to or accessible via the Internet. Each Party will, to the extent applicable with respect to personal information as defined under applicable Laws, comply with, to the extent applicable, (i) all applicable laws relating to data privacy of any state within the United States; (ii) the European Union ("**EU**") General Data Protection Regulation 2016/679 ("**GDPR**") and the Laws of the individual EU member states implementing GDPR with respect to personal data as defined under the GDPR, and (iii) data protection laws of countries outside the EU and US to the extent expressly identified in a Statement of Work, in each case as relevant to the Services and activities provided thereunder. Notwithstanding anything to the contrary, Customer represents and warrants that it will obtain and maintain all consents as required from each Customer authorized user and data subject, prior to such personal information or other information being disclosed to JLL (through the use of the Services or otherwise) and Customer is expressly authorizing all other activities contemplated in this Agreement (and any relevant data privacy agreement between the Parties) and in the applicable Statement of Work, including, but not limited to the collection, disclosure, and use of all information provided to JLL by Customer.

11. TERM AND TERMINATION OF AGREEMENT.

11.1 This Agreement will commence on the Effective Date and remain in full force and effect for a period of **[3]** years unless terminated in accordance with this Section 11 (the "**Term**").

11.2 Either party may terminate this Agreement, or any Statement of Work entered into hereunder, (a) immediately upon a material breach by the other party that remains uncured for 30 days or (b) immediately for a breach that cannot reasonably be cured.

12. MISCELLANEOUS.

12.1 No Waiver. Failure of either party at any time to require performance by the other party of any provision hereof will in no way affect the full right to require such performance at any time thereafter, nor will the waiver by a party of a breach of any of the provisions hereof constitute a waiver of any succeeding breach of the same or any other provision.

12.2 Severability. If any provision of this Agreement is deemed to be invalid or unenforceable under applicable law, this Agreement will be considered divisible as to such provision and such provision will thereafter be inoperative, provided however, the remaining provisions of this Agreement will be valid and binding.

- 12.3 Survival.** The Insurance, Indemnification, Confidentiality and Limitation of Liability sections will survive the expiration or termination of this Agreement, as well as any other provisions which, by their nature, are intended to survive termination of this Agreement.
- 12.4 Notices.** Any information or notices required to be given under this Agreement must be in writing and delivered either by: (i) certified mail, return receipt requested, in which case notice will be deemed delivered three (3) business days after deposit, postage prepaid, in the U.S. mail; (ii) a reputable messenger service or a nationally recognized overnight courier, in which case notice will be deemed delivered one (1) business day after deposit with such messenger or courier; or (iii) personal delivery with receipt acknowledged in writing, in which case notice will be deemed delivered when received. All notices should be addressed as follows:

For JLL:	For Customer: Enter Customer Name
Jones Lang LaSalle Limited	
30 Warwick Street	
London W1B 5NH	
Attn: JLLT - General Counsel	Attn:
With copy to: JLLTLegal@am.jll.com	

- 12.5 Governing Law.** This Agreement will be governed and interpreted under the laws of the England and Wales and disputes will be referred to courts in London.
- 12.6 Entire Agreement.** This Agreement constitutes the entire agreement between Customer and JLL with respect to the Services and supersedes all prior negotiations, communications, representations or agreements, whether oral or written, except to the extent they are expressly incorporated herein. All exhibits and attachments hereto are incorporated into and made a part of this Agreement. If Customer's purchase orders, JLL's work orders or statements of work, proposals, invoices, or other similar documents, are governed by this Agreement, then any standardized terms and conditions included in or annexed to those documents will be void and have no effect, and the terms and conditions of this Agreement will prevail. Hand-written terms and conditions provided by Customer will have no force or effect. Unless otherwise expressly provided herein, no changes, alterations or modifications to this Agreement will be effective unless in writing and signed by the respective parties hereto.
- 12.7 Relationship of the Parties.** Neither this Agreement nor the parties' business relationship established hereunder will be construed as a partnership, joint venture or agency relationship or as granting a franchise. Neither party will attempt to, or will have the right to, legally obligate the other party.
- 12.8 Non-Exclusive.** JLL and Customer each acknowledge and agree that the rights granted to each other in this Agreement are granted on a non-exclusive basis, and that nothing in this Agreement prevents either party from entering into similar agreements with third parties at any the at the sole discretion of each party.
- 12.9 IN WITNESS WHEREOF,** the parties have caused this Agreement to be executed by their duly authorized representatives, as follows:

Jones Lang LaSalle [Limited] (JLL)	CUSTOMER: Enter Customer Name
By:	By:
Name:	Name:
Title:	Title:
Date:	Date:

APPENDIX 1 – INSURANCE REQUIREMENTS

1. EACH PARTY SHALL EVIDENCE AT LEAST THE FOLLOWING MINIMUM INSURANCE COVERAGE, PROVIDED THAT THE AMOUNTS LISTED BELOW WILL NOT ACT AS A LIMITATION ON RECOVERY FROM JLL'S INSURANCE.

1.1 Commercial General Liability

Commercial General Liability insurance on a form at least as broad as Insurance Services Office ("ISO") commercial general liability coverage "occurrence" form CG 00 01 04 13 or another "occurrence" form providing equivalent coverage, including but not limited to contractual liability coverage, independent contractor's liability, coverage for bodily injury (including death), property damage (including loss of use thereof), ongoing and completed operations, products liability, and personal and advertising injury, in the following amounts:

1.1.1 £1,000,000 Per Occurrence Limit

1.1.2 £2,000,000 General Aggregate Limit

This coverage shall be primary to JLL's coverage, and JLL's coverage shall be noncontributory.

1.2 Excess or Umbrella Liability

JLL shall provide Excess or Umbrella Liability insurance on a follow-form basis with respect to the Commercial General Liability, Employers' liability, and Commercial Automobile Liability insurance with the minimum limits equal to £1,000,000 each occurrence and £1,000,000 annual aggregate. **1.3** Worker's Compensation - Statutory Limits

1.4 Employers' Liability

With minimum liability limits of £1,000,000 bodily injury by accident each accident, £1,000,000 bodily injury by disease policy limit, and £1,000,000 bodily injury each employee.

1.5 Commercial Automobile Liability

1.2.1 Combined Single Limit - £1,000,000 per accident.

1.2.2 Such insurance shall cover injury (or death) and property damage arising out of the ownership, maintenance or use of any private passenger or commercial vehicles and of any other equipment required to be licensed for road use.

1.6 Property Insurance

All-risk, replacement cost property insurance to protect against loss of owned or rented equipment and tools brought onto and/or used on any Client or JLL Property.

1.7 Errors and Omissions Liability (applicable to all Professional Services)

JLL shall provide Liability limits of at least £1,000,000 per claim and £1,000,000 in the aggregate. The retroactive insurance date of such insurance shall be no later than the commencement date of the Agreement. Such insurance shall be provided for two years beyond the Agreement.

1.8 Cyber Liability

Cyber Liability including media, privacy, and network security liability, in the amount of £1,000,000 per claim and £1,000,000 in the aggregate.



VergeSense End User Agreement

Welcome to the VergeSense website, application and proprietary software platform that operates in connection with the sensors and gateway devices installed on your premises (collectively, the “Service”) or otherwise made available to you as a registered user of VergeSense. The Service enables registered users (“Users,” “you” or “your”) to better understand and manage your work or living space usage by using data derived from our proprietary sensors to generate and deliver usage reports.

Every time users visit or use features of the Service, you agree to be bound by these Terms of Use (“Terms”). If you are an entity, these Terms shall be expressly binding on all employees, directors and officers, agents, and assigns who access or use the Service. These Terms outline your rights, obligations and restrictions regarding your use of the Service, please read them carefully. If you do not agree to be bound by the Terms and all applicable laws, you should discontinue use of the Service immediately. In addition to these Terms, we have adopted the VergeSense Privacy Policy [LINK] (“Privacy Policy”). Please read our Privacy Policy carefully for information relating to our collection, use, and disclosure of your personal information.

VergeSense may modify the Terms from time to time and each modification will be effective when it is posted on the Service. We will notify you of substantive modifications to these Terms the first time you access the Service following any such modification, and you agree to be bound to any changes to the Terms through your continued use of the Service.

THE VergeSense SENSORS AND GATEWAY DEVICE ARE NOT SECURITY CAMERAS OR MONITORING DEVICES. Do not use this Service as a security or monitoring system.

User Eligibility

Each User hereby warrants that the User is either (a) an authorized employee, director, officer, agent or assign of a legitimate legal entity, or (b) an individual either more than 18 years of age, or an emancipated minor, or possess legal parental or guardian consent, and is fully able and competent to enter into the Terms, conditions, obligations, affirmations, representations, and warranties set forth in these Terms, and to abide by and comply with these Terms. In any case, the User affirms to be over the age of 13, as the Services are not intended for children under 13.

Creating an Account

Upon execution of a purchase order, payment of the fee for use of the Service, and installation by us of the proprietary sensors and gateway device, you may create an account with us (your “Account”). You must provide certain personal information such as your full name, Company name as the case may be, and email address to create your Account so you can use the Service and link to the sensors and gateway device. Please refer to our Privacy Policy [ADD LINK] for information about how we protect your personal information.

You are responsible for ensuring that any personal information you provide is accurate and up to date. VergeSense reserves the right to verify the accuracy of the information you provide at any time. You are responsible for creating a username and a secure password and protecting your Account from unauthorized access. You agree to notify



VergeSense immediately if you believe your user identification, password or other identifying information has been lost, stolen or otherwise compromised. You will be held responsible for any activity that occurs under your Account.

Once you have an Account, you can use the Service and may adjust your profile settings and configure [timing, delivery and configuration of reports].

Guidelines, Fees, Rights and Remedies Content Ownership and License to Use The User acknowledges and agrees that:

1. all video, images, information, data, text, software, music, sound, photographs, messages or other materials collected, communicated or transmitted using the Services ("Content"), whether or not authorized by the User, are the sole responsibility of the User;
2. the User owns or has the necessary licenses, rights, consents, and permissions to use and authorizes VergeSense to use all copyrights, trademarks, trade secrets, patents and other intellectual property or proprietary rights in and to any and all Content in accordance with these Terms; and
3. the User has the necessary consent, release and /or permission of each identifiable individual person in the Content to use the presence and likeness of each such individual in the Content in the manner contemplated by these Terms.

User grants VergeSense a non-exclusive, worldwide, irrevocable, royalty-free, perpetual, sub-licensable and transferable license of all rights to use, edit, modify, include, incorporate, adapt, record, publicly perform, display, transmit and reproduce Content as required to provide, improve and enhance the Services. In addition, the User waives any so-called "moral rights" in and to the Content, to the extent permitted by applicable law.

VergeSense reserves the right to purge Content from its databases at any time and from time to time without notice in accordance with its document retention policies. In addition, VergeSense may disable User's account and access to use the Services and VergeSense may recover from the User any losses, damages, costs or expenses incurred by VergeSense resulting from or arising out of User's non-compliance with any provision of this Agreement.

By submitting ideas, suggestions, documents, and/or proposals ("Contributions") to VergeSense through its suggestion or feedback webpages, you acknowledge and agree that: (a) your Contributions do not contain confidential or proprietary information; (b) VergeSense is not under any obligation of confidentiality, express or implied, with respect to the Contributions; (c) VergeSense shall be entitled to use or disclose (or choose not to use or disclose) such Contributions for any purpose, in any way, in any media worldwide; (d) VergeSense may have something similar to the Contributions already under consideration or in development; (e) your Contributions automatically become the property of VergeSense without any obligation of VergeSense to you; and (f) you are not entitled to any compensation or reimbursement of any kind from VergeSense under any circumstances.

Permitted Use of the Service

You are responsible for any fees charged by your internet service provider or mobile carrier for using the Service, including, but not limited to data transfer fees



You will be held solely responsible for your conduct on and use of the Service. You agree that you will not use or attempt to use this Service for any purpose other than to access reports generated from our proprietary sensors and gateway device; you may not (and may not allow any third party to) use or attempt to use this Service or upload, download, post, submit or otherwise distribute or facilitate distribution of content on or through the Service for any purpose:

- that infringes any patent, trademark, trade secret, copyright, right of publicity or other right of any other person or entity, or violates any law or contract,
- that is any way unlawful or prohibited, or that is harmful, threatening, abusive, harassing, deceptive, fraudulent, offensive, obscene, profane, or otherwise destructive to anyone or their privacy or property,
- that transmits any unauthorized or unsolicited advertisements, solicitations, schemes, spam, flooding, or other unsolicited spam or bulk e-mail (including without limited postings to third party social media services which are linked to the Service) or unsolicited commercial communications,
- that transmits any harmful or disabling computer codes, files, programs or viruses,
- that harvests e-mail addresses or personally identifiable information from VergeSense,
- that interferes with our network services or the proper working of the Service or activities conducted on the Service,
- that uses manual or automated software or other processes to “crawl”, “spider”, index or in any non-transitory manner store or cache information obtained from any page of the Service,
- that attempts to gain unauthorized access to our Service including bypassing measures we may use to prevent or restrict access to the Service (or other accounts, computer systems or networks connected to the Service),
- that suggests an express or implied affiliation with VergeSense (without the express written permission of VergeSense) or that impersonates any person or entity including an employee or representative of VergeSense,
- that impairs or limits our ability to operate this Service or any other person’s ability to access and use this Service.

VergeSense reserves the right at all times and for any reason or for no reason at all, in its sole discretion and without notice to you, to deny your access to and use of this Service.

Intellectual Property Rights

VergeSense does not own any data or information that you submit in the course of creating your Account or any Content that is provided by you or collected from your use of the Service.

We or our licensors own and retain all proprietary rights in the Service, including the sensors and gateway devices installed on your premises. The Service or any portion of the Service may not be reproduced, duplicated, copied, sold, resold, visited, or otherwise exploited for any commercial purpose without express written consent of VergeSense, unless it is in the public domain. You may not frame or utilize framing techniques to enclose any trademark, logo, or other proprietary information (including images, text, page layout, or form) of VergeSense without express written consent. You may not use any meta tags or any other “hidden text” utilizing VergeSense’s name or trademarks without the express written consent of VergeSense. You may not (directly or indirectly) decipher, decompile, disassemble, reverse engineer or otherwise attempt to derive source code or underlying ideas or algorithms of any part of the Service, or modify, translate or otherwise create derivative works of any part of the Service. Any modification of content, or any portion thereof, or use of the content for any other purpose constitutes an infringement of trademark



or other proprietary rights of VergeSense or our third party service providers, and any unauthorized use terminates the permission to use the Service granted by VergeSense.

Except for the Content, all content made available by VergeSense to you on the Service, such as report formats, text, graphics, logos, button icons, images, audio clips, digital downloads, data compilations, and software, is the property of VergeSense or its content/software suppliers and protected by United States and international copyright laws. All software used on our website and platform is the property of VergeSense or its software suppliers and protected by United States and international copyright laws.

General Information

Linking to Third Party Websites

For your convenience, the Service may provide links to products or services, including payment processing services offered on other websites or applications. Unless expressly stated otherwise, VergeSense does not endorse, approve, sponsor or control, and we are not in any way responsible for, any of the content, services, calculations, information, products or materials available at or through any websites to which this Service may provide a link. By using the Service you acknowledge and agree that VergeSense will not be responsible or liable to you or any other person for any damages or claims that might result from your use of such content, services, calculation, information, products or materials. You should carefully review each website's privacy statements and conditions of use to understand your rights and responsibilities.

Indemnification

You agree to indemnify and hold VergeSense, its parent, subsidiaries, affiliates, directors, officers, agents, and other partners and employees, harmless from and against any and all claims, damages, obligations, losses, liabilities, costs or debt, including but not limited to reasonable attorneys' fees, made by any third party due to or arising out of your account, use of the Service, or violation of the Terms. This defense and indemnification obligation will survive these Terms and your use of the Service.

Disclaimer & Limitation of Liability

EXCEPT AS EXPRESSLY SET FORTH IN THESE TERMS, VergeSense MAKES NO FURTHER REPRESENTATIONS OR WARRANTIES OF ANY KIND WHATSOEVER, EXPRESS OR IMPLIED. VergeSense EXPRESSLY DISCLAIMS ALL IMPLIED WARRANTIES, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES AS TO THE CONDITION, MERCHANTABILITY, NON-INFRINGEMENT, DESIGN, OPERATION OR FITNESS FOR A PARTICULAR PURPOSE OF THE SERVICE. FOR AVOIDANCE OF DOUBT, THE DISCLAIMERS SET FORTH HEREIN DO NOT LIMIT ANY COVENANT, REPRESENTATION OR WARRANTY MADE BY VergeSense IN THIS AGREEMENT.

YOU AGREE THAT UNDER NO CIRCUMSTANCES WILL VergeSense BE LIABLE TO YOU OR ANY OTHER PERSON OR ENTITY FOR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR OTHER INDIRECT DAMAGES THAT RESULT FROM THE USE OF, OR THE INABILITY TO USE, THE SERVICE, EVEN IF PREVIOUSLY ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL THE TOTAL LIABILITY OF VergeSense TO YOU FOR ALL DAMAGES, LOSSES, AND CAUSES OF ACTION RESULTING FROM YOUR USE OF THE SERVICE, WHETHER IN CONTRACT, TORT (INCLUDING, BUT NOT



LIMITED TO, NEGLIGENCE) OR OTHERWISE, EXCEED THE AMOUNTS PAID BY YOU TO VergeSense IN THE IMMEDIATELY PRECEDING TWELVE-MONTH PERIOD.

CERTAIN STATE LAWS DO NOT ALLOW LIMITATIONS ON IMPLIED WARRANTIES OR THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES. IF THESE LAWS APPLY TO YOU, SOME OR ALL OF THE ABOVE DISCLAIMERS, EXCLUSIONS, OR LIMITATIONS MAY NOT APPLY, AND YOU MIGHT HAVE ADDITIONAL RIGHTS[AC1] .

While we strive to protect your information in accordance with our Privacy Policy [INCLUDE LINK], VergeSense can not be liable for the privacy of personal information collected or stored on VergeSense's sensors, gateway devices or other equipment, transmitted over networks accessed by the Service, or otherwise connected with your use of the Service.

Termination

VergeSense may terminate or suspend your access to all or part of the Service, for any reason, including without limitation your breach of these Terms. In the event these Terms are terminated, the representations and warranties, indemnities, and limitations of liabilities set forth in these Terms will survive termination.

Jurisdiction & Severability

VergeSense operates the Service from its offices within the United States. The Services are designed for Users within the United States, and VergeSense makes no representations that content and materials on the Service are legal or appropriate for use from outside the United States. If you choose to access the Service from other locations, you do so at your own risk and are responsible for compliance with any and all local laws.

These Terms are not assignable, transferable, or sublicensable by you except with VergeSense's prior written consent. VergeSense may assign, transfer, or delegate any of its rights and obligations hereunder without consent.

These Terms will be governed by and construed in accordance with the laws of The Commonwealth of Massachusetts without regard to its conflict of laws provisions. Any action brought against VergeSense to enforce these Terms or matters related to the Service will be brought in either the state courts or, if there is exclusive federal jurisdiction, the federal courts of The Commonwealth of Massachusetts. Any claim or cause of action you have with respect to use of the Service must be commenced within one (1) year after the claim arises. In any action or proceeding to enforce rights under the Terms, the prevailing party will be entitled to recover costs and attorneys' fees.

If any provision of these Terms is deemed void, unlawful, or otherwise unenforceable for any reason, that provision will be severed from these Terms and the remaining provisions of these Terms will remain in force. These Terms constitute the entire agreement between you and VergeSense concerning your use of the Service.

How To Contact Us

Should you have any questions or complaints regarding violations of these Terms, please contact us at support@vergesense.com.