

General Terms and Conditions

Last Updated: January 30, 2026

Prior versions available [here](#).

These General Terms and Conditions ("**General Terms**") are a part of the agreement between the entity that has executed an Order Form referencing these General Terms ("**Customer**") and TrackVia, Inc. ("**TrackVia**"). The agreement between Customer and TrackVia consists of the Order Form, any exhibits or attachments that, from time to time, are attached to or incorporate this Agreement by reference (each, an "**Exhibit**"), these General Terms, all Schedules attached to these General Terms (each, a "**Schedule**"), and all Statements of Work (collectively, "**Agreement**").

1. Defined Terms. Certain defined terms used in this Agreement are set forth in Schedule A to these General Terms, in addition to any other terms defined in this Agreement.

2. Platform Services. Subject to the terms and conditions of this Agreement, during the Term, TrackVia grants to Customer the non-exclusive, non-assignable (except as set forth in Section 20(d)), rights and licenses set forth in this Section 2.

2.1. Applications. Customer may develop and use the number, type, and functionality of Applications set forth on the Order Form or Exhibit in accordance with the terms and conditions of this Agreement. If the number, type, and functionality of Applications are not limited on the Order Form or Exhibit, the number, type, and functionality of Applications are not limited, although Applications are limited as further described in this Agreement.

2.2. Super Admin Users. Customer may authorize the number of Super Admin Users set forth on the Order Form or Exhibit (i) to exercise all rights and licenses of Admin Users and Standard Users and (ii) to remotely access the Platform for the following purposes:

- (a) To designate Admin Users, Standard Users, and Limited Users and grant Users access rights to Applications;
- (b) To use the development functionality of the Platform to develop, modify, and support all Applications;
- (c) To assign the management and modification of one or more Applications to Admin Users (each, an "**Assigned Application**");
- (d) To monitor and adjust all Customer-modifiable account information for the Platform;
- (e) To use all Customer administrative functions of the Platform; and
- (f) To access and run all Platform Reports.

2.3. Admin Users. Customer may authorize the number of Admin Users set forth on the Order Form or Exhibit (i) to exercise all rights and licenses of Standard Users and (ii) to remotely access the Platform for the following purposes:

- (a) To use the development functionality of the Platform to develop, modify, and support the Assigned Applications;
- (b) To use the administrative functions of the Platform in connection with the Assigned Applications;
- (c) To access and run the Platform Reports available in connection with the Assigned Applications; and
- (d) To exercise all rights and licenses of Standard Users.

2.4. Standard Users. Customer may authorize the number of Standard Users set forth on the Order Form or Exhibit to remotely access and use the functionality of Applications to which they have been granted access and to use such Applications on mobile devices running approved versions of iOS or Android.

2.5. Limited Users. Customer may authorize the number of Limited Users set forth on the Order Form or Exhibit to remotely access and use the read-only functionality of Applications to which they have been granted access and to use the read-only functionality of the Applications on mobile devices running approved versions of iOS or Android.

2.6. Additional Rights. To the extent included on the Order Form or Exhibit, Customer will have the additional non-exclusive, non-assignable (except as set forth in Section 20(d)) rights and licenses in this Section 2.6.

(a) **Integrations.** To allow Super Admin Users, for all Applications, and Admin Users, for their Assigned Applications, to copy and use the number of Integrations set forth on the Order Form or Exhibit to develop, modify, and support Applications and interface the Applications with the third party applications for which such Integrations were designed, subject to any other limitations set forth on the Order Form or Exhibit. As indicated in the definition of Integrations, each Integration may only be used with a single Application.

(b) *Recipes*. To allow Super Admin Users, for all Applications, and Admin Users, for their Assigned Applications, to copy and modify the number of Recipes set forth on the Order Form or Exhibit to develop, modify, and support Applications. As indicated in the definition of Recipes, each Recipe may only be used with a single Application.

(c) *Platform Storage*. To store Applications, Customer Content, and Customer Data on the Platform up to the limits of the Platform Storage set forth on the Order Form or Exhibit. Platform Storage limits may be based on the amount of storage (e.g., gigabytes), the number of records in Customer's Platform database, or otherwise as set forth on the Order Form or Exhibit.

(d) *Sandboxes*. To allow Admin Users to use the number of Sandboxes set forth on the Order Form or Exhibit to develop, modify, and support Applications. Certain developments or modifications, especially certain testing procedures, may require multiple Sandboxes.

(e) *Custom Cloud Implementations*. To use a Government Cloud, HIPAA Cloud, or Private Cloud for the storage of Customer Content and Customer Data.

(f) *Single Sign On*. To receive and use a single sign on for each User's access to all authorized Applications and the User's authorized access to the Platform Services.

(g) *Custom SMTP*. To allow notifications and emails to be sent through Customer's email systems, rather than through TrackVia's emails.

(h) *Web Application White Label*. To allow Applications that run on the Platform via approved web browser software to be branded with Customer's trademarks, trade dress, logos, and look and feel.

(i) *Mobile Application White Label*. To allow Mobile Applications to be branded with Customer's trademarks, trade dress, logos, and look and feel.

2.7. Additional Limitations.

(a) If Customer is listed on the Order Form as a unit, department, division, or other subpart of an entity ("**Unit**"), then the rights and licenses granted to Customer under this Agreement are limited to that unit, department, division, or other subpart of the Customer.

(b) Customer will not, nor authorize others to: (i) decompile, disassemble, reverse engineer, re-engineer, modify, or create derivative works or improvements based upon the Platform; (ii) sell, rent, encumber, transfer, assign, license, lease, sublicense, pledge, or encumber its rights, or any part thereof, under this Agreement or to the Platform or any Application; (iii) use the Platform, the Applications, or any Services in any time-sharing or service bureau arrangement; (iv) use the Platform or Services to process data of any third party for a fee or any other consideration; (v) assign, distribute, transfer, furnish, or otherwise disclose or make available the Services, or any part thereof, to any third party, except for the availability of Applications to Standard Users and Limited Users as set forth in Sections 2.4 and 2.5; (vi) remove or alter any identification, trademark, copyright, patent, confidentiality, proprietary or other notice affixed to or embodied within the Platform; or (vii) use the Services for any purpose or in any manner inconsistent with this Agreement.

2.8. Reservation of Rights. This Agreement does not grant any right to physical possession of the Platform or any software associated with the Platform, other than the object code of Mobile Applications. All rights, including all Intellectual Property Rights, not expressly granted in this Agreement are reserved to TrackVia. No rights are granted by implication.

3. Related Services. TrackVia will provide the services described in this Section 3 to Customer during the Term (collectively, "**Related Services**").

3.1. Standard Support Services. TrackVia will provide Customer with the services described in this Section 3.1 (collectively, "**Standard Support Services**"). Standard Support Services do not include programming services or the development or enhancement of Applications.

(a) TrackVia will provide access to a help desk to answer questions from Users related to the operation and functionality of the Platform and to report problems with the Platform during TrackVia's normal support business hours of 7:00 am – 6:00 pm Mountain Time, Monday–Friday, other than days on which banking institutions located in Denver, Colorado are authorized or obligated by law or executive order to close.

(b) TrackVia will provide applicable Users access to TrackVia's pre-recorded support training videos as they exist from time to time.

(c) TrackVia will take reasonable efforts in accordance with its normal policies for Standard Support Services to correct any reproducible failures of the Platform to perform in accordance with the Documentation or provide a workaround that eliminates the practical effect of the failure.

(d) TrackVia may, but is not required to, create and make available new enhancements to the Platform at no additional charge. TrackVia may also, but is not required to, offer new enhancements to the Platform for additional fees; provided that if the new enhancements are made generally available to other TrackVia customers at no additional charge, TrackVia will make the same available to Customer at no additional charge.

3.2. Additional Support Services. If selected on an Order Form or Exhibit, TrackVia will provide additional support-related services as described on the applicable Order Form or Exhibit.

3.3. Dedicated Customer Success Manager. If selected on an Order Form or Exhibit, TrackVia will provide Customer access to a single individual who will serve as the main contact between Customer and TrackVia, subject to the limitations set forth on the Order Form or Exhibit ("**Success Manager**"), as well as certain other Services bundled with the provision of a Success Manager, as identified on the Order Form or Exhibit. If the hours of utilization of the Success Manager or other Service in any month are less than the monthly hour limitations for the Success Manager or other Service, the unused hours may not be carried forward to future months.

3.4. TrackVia University. If selected on an Order Form or Exhibit, TrackVia will provide access to live, online training for the number of Users and number and level of training sessions set forth on the Order Form or Exhibit ("**TrackVia University Training**").

3.5. Implementation Services. TrackVia will provide those implementation services described on and in accordance with any Attachment ("**Implementation Services**").

3.6. Professional Services. TrackVia will provide those services described on and in accordance with any Statement of Work ("**Professional Services**"). Professional Services may include assistance with the development of Applications, Integrations, or Recipes for Customer.

3.7. Exhibit Services. TrackVia will provide those services described on any Exhibit that are not otherwise described in this Section 3 ("**Exhibit Services**") and subject to any other terms and conditions set forth on the Exhibit.

4. Additional Services. TrackVia (i) may, but shall not be required to, provide services requested by Customer as a part of Standard Support Services that are not included within the scope of Standard Support Services or any additional Support Services described in Section 3.2 and (ii) may, if requested by Customer, provide services not described on any Attachment (collectively, "**Additional Services**").

5. Performance of Services.

5.1. TrackVia Personnel. While physically present at Customer's facilities, TrackVia will cause its Personnel to comply with all of Customer's written security policies and other applicable rules and regulations that Customer provides to TrackVia in advance. If Customer determines in good faith that the continued assignment to Customer's account of one of TrackVia's Personnel is not in the best interests of Customer, then Customer will give TrackVia written notice to that effect. After receipt of the notice, TrackVia will have a reasonable period of time in which to investigate the matters stated in the notice, discuss its findings with Customer, and resolve any problems with the applicable Personnel. If, following such period, Customer requests replacement of the applicable Personnel, TrackVia will replace that Personnel with other Personnel of suitable ability and qualifications. TrackVia's Personnel will be subject to immediate removal from Customer's premises or immediate removal from Customer's account for serious misconduct in the same manner as Customer manages its own employees and in accordance with applicable Customer security policies.

5.2. Subcontractors. Unless otherwise provided in a Statement of Work, TrackVia may subcontract any Services to a third party without Customer's prior written consent. TrackVia will remain responsible for the performance, acts, and omissions of any TrackVia subcontractors.

5.3. Remote Access. The parties will mutually agree upon and coordinate all security protocols involving remote access. If Customer desires TrackVia to adhere to or use a specific security protocol and doing so will require TrackVia to incur a material cost, Customer will reimburse TrackVia for such cost.

6. Term. Unless terminated as provided in Section 17, this Agreement commences on the date the first Order Form is last executed by a party and will continue until the "**Subscription End Date**" as set forth on the first Order Form unless otherwise superseded or amended by a Replacement Order Form or Supplemental Order Form ("**Initial Term**"). Thereafter, the term of this Agreement will automatically renew for successive additional terms (each a "**Renewal Term**"; the Initial Term and all Renewal Terms are collectively referred to as the "**Term**"), unless either party provides written notice of non-renewal to the other party at least 90 days prior to the end of the then-current Term. See Section 20(a) for Customer termination notices. Each Renewal Term will be the same length of time as the initial Subscription Term unless otherwise provided on the Order Form. Beginning on the commencement date of each Renewal Term, without further action of the parties, these General Terms will be amended to be those General Terms then set forth at TrackVia.com/general-terms.

7. Fees and Expenses. Customer will pay the following Fees and Expenses.

7.1. Subscription Fees. Fees set forth on the Order Form or an Exhibit that are identified as Platform Services Fees, as Subscription Fees, or are otherwise payable on a periodic basis during the Term (e.g., monthly or annually, but not including fees under an Attachment that provide for a one-time payment, payments on a time and materials basis, or progress payments) are collectively referred to as "**Subscription Fees**." Customer will pay Subscription Fees commencing on the date specified on the Attachment for the commencement of Subscription Fees ("**Subscription Start Date**") through the end of the Term (the "**Subscription Term**"). Subscription Fees are due and payable on receipt of the applicable invoice, unless otherwise specified on the Order Form or applicable Exhibit. For Subscription Fees payable for less than a full period, the Subscription Fees will be prorated on a daily basis. TrackVia may adjust the Subscription Fees at the commencement of any Renewal Term upon written

notice to Customer at least 120 days before the end of the then-current Term. Subscription Fees may also be adjusted every 12 months, if and to the extent set forth on the Order Form or Exhibit.

7.2. Additional Services Fees. Customer will pay fees for Additional Services as specified on an Attachment (e.g., additional hours for Professional Services) or, if not specified, at TrackVia's then-current standard time and materials rates (collectively, "**Additional Services Fees**"). Additional Services Fees will be billed monthly in arrears, and Customer will pay the Additional Services Fees on receipt of the invoice.

7.3. Other Fees. Customer will pay all Fees, other than Subscription Fees or Additional Services Fees, as provided on an Attachment ("**Other Fees**"). Other Fees are those Fees for Services that are not paid on a periodic basis and may include Professional Services Fees and Fees for a Success Manager, TrackVia University Training, Implementation Services, Exhibit Services, or any other Services described in this Agreement and not payable on a periodic basis. If the Attachment does not provide for payment terms for any Other Fees, then TrackVia will bill Customer monthly in arrears, and Customer will pay the Other Fees on receipt of the invoice for the Other Fees.

7.4. Expenses. For any Related Services or Additional Services to be provided at the Customer's site, Customer will reimburse TrackVia for actual and reasonable travel, living, and other incidental expenses incurred ("**Expenses**"). Expenses will be billed monthly in arrears, and unless otherwise specified on the applicable Attachment, Customer will pay the Expenses on receipt of the invoice for the Expenses.

7.5. Currency. Unless otherwise set forth on the Order Form, Customer will pay all Fees and Expenses in U.S. dollars.

7.6. Late Payment. Any Fees and Expenses not paid when due will bear a late payment charge at the lesser of 1.5% per month or the maximum amount permitted by law until paid. If Customer's account is in arrears for 60 days or more, TrackVia may suspend the provision of Services upon written notice to Customer until Customer's account is brought current. Customer will reimburse TrackVia for all costs of collection, including reasonable attorneys' fees. The rights in this Section 7.6 are in addition to any other rights under this Agreement, at law, or in equity.

7.7. Taxes. Customer will pay all personal property, sales, use, and other taxes (excluding taxes based upon TrackVia's net income) and license and registration fees, and other assessments or charges levied or imposed by any governmental body or agency as a result of the execution or performance of this Agreement. Any amount due from Customer under this Section 7.7 will be paid directly by Customer, where appropriate, or will be reimbursed to TrackVia upon payment by TrackVia. If Customer or the transactions contemplated by this Agreement are exempt from such taxes, fees, assessments, or charges, Customer will provide TrackVia proper exemption certificates or other documentation acceptable to TrackVia.

8. Confidentiality.

8.1. Confidential Information Generally. During the Term, each party (the "**Receiving Party**") and its Personnel may become aware of certain information that may constitute trade secrets or other information of the other party (the "**Disclosing Party**") or its contractors, suppliers, or licensors that is not commonly known by or available to the public, including technical or nontechnical data, software, the functionality of software, documentation, procedures, processes, client lists, files, reports, protocols, financial data or plans, information relating to products, services, costs, and margins, and business practices (collectively, "**Confidential Information**"). Confidential Information will not include information that: (i) the Receiving Party can show was in its lawful possession, without any confidentiality obligation, prior to its receipt from the Disclosing Party; (ii) is or becomes generally available to the public through no wrongful act or omission or breach of a duty of confidentiality on the part of the Receiving Party or any third party; (iii) is lawfully obtained by the Receiving Party from a third party under no confidentiality obligation; or (iv) is independently developed by the Receiving Party without use of or reference to the Disclosing Party's Confidential Information. Customer's Confidential Information includes Customer Data. TrackVia's Confidential Information includes the Platform, Integrations, Recipes, and Documentation.

8.2. Non-Use and Non-Disclosure. Except as expressly permitted in this Agreement or as reasonably necessary for the exercise of rights granted or performance of obligations under this Agreement, the Receiving Party will not use and will protect from disclosure the Disclosing Party's Confidential Information with at least that degree of care used by the Receiving Party in dealing with its own similar Confidential Information, but in no event less than reasonable care, and will take reasonable steps to minimize the risk of disclosure of the Confidential Information to unauthorized parties or persons. The Receiving Party may disclose the Disclosing Party's Confidential Information to the Receiving Party's Personnel, legal representatives, and auditors, if they have a need to know the information in order to perform their obligations to the Receiving Party and are either (i) subject to written confidentiality obligations or (ii) under ethical obligations of confidentiality, such obligations being at least as restrictive as those described in this Section 8. If the Receiving Party is required by law, regulation, or court order to make any disclosure of the Disclosing Party's Confidential Information, the Receiving Party will provide the Disclosing Party with prompt written notice of the requirement, if allowed by law, so that the Disclosing Party may seek a protective order or other appropriate relief. Subject to the foregoing sentence, the Receiving Party may furnish only that portion of the Disclosing Party's Confidential Information that the Receiving Party is legally required to disclose. The Receiving Party will also provide reasonable assistance as the Disclosing Party may request in obtaining the order or other relief, at the expense of the Disclosing Party. With respect to any Confidential Information that qualifies as a trade secret under applicable law, the restrictions on use and disclosure in this Section 8 will continue in effect after the termination or expiration of this Agreement for so long as the information qualifies as a trade secret. With respect to Confidential Information that does not qualify as a trade secret under applicable law, the restrictions on use and disclosure will remain in effect during the Term and for five years thereafter. The Receiving Party will promptly notify

the Disclosing Party of any use or disclosure of Confidential Information in violation of this Agreement of which the Receiving Party becomes aware.

8.3. Residual Knowledge. Notwithstanding the other provisions of this Section 8, either party will be free to use Residual Knowledge for any purpose, including use in development, manufacture, marketing, and maintenance of its own or its customers' plans, designs, products, and services. All rights to use or exploit the Residual Knowledge of the other does not include any rights under copyright or patent law, although Customer acknowledges that the similarity of certain Objects or Applications created by TrackVia or other customers and Related Services performed by TrackVia for other customers may result in TrackVia's creation of similar work product without the copying of Customer's Confidential Information or copyrighted works. "**Residual Knowledge**" means any information that is retained in the memory of an individual without at the time of recall referring to such information in written, electronic, optical, or other tangible form and without memorizing such information for the purposes of avoiding obligations of confidentiality and nondisclosure.

8.4. Judicial Enforcement. The parties agree that an impending or existing violation of any provision of this Section 8 or any other sections of this Agreement that pertain to ownership or license of intellectual property may cause a party immediate irreparable injury for which it would have no adequate remedy at law, and agree that the party will be entitled to seek immediate injunctive relief prohibiting the violation, in addition to any other available rights and remedies.

9. Information and Data.

9.1. Customer Data. TrackVia will treat all Customer Data as confidential in accordance with Section 8. Customer grants TrackVia a non-exclusive, royalty-free, sublicensable, worldwide license to use Customer Data solely to (i) optimize, enable, and provide the Services (including reporting to Customer on its use of the Services), (ii) aggregate information relating to transactions for statistical analysis and business measures of the performance of the Services, to improve TrackVia's products and services, to create new TrackVia products and services, and to manage TrackVia's systems, including the Platform, (iii) monitor Customer's use of the Services for security and technical support purposes, for purposes of otherwise complying with TrackVia's obligations to Customer, and to determine Customer's compliance with the terms of this Agreement, (iv) enforce this Agreement, (v) comply with applicable law, and (vi) perform its obligations and exercise its rights under this Agreement. TrackVia is under no obligation to review any Customer Data, but TrackVia has the right to review any Customer Data and take appropriate action, including removal or modification of Customer Data, if deemed necessary by TrackVia to prevent any damage, injury, or harm to the Platform, any TrackVia customer, or any third party.

9.2. Personal Data. To the extent that Customer Data contains Personal Data, the parties shall comply with the terms of the TrackVia Data Processing Addendum, available at <https://www.trackvia.com/dpa/> (the "**DPA**"), which is incorporated by reference into this Agreement.

9.3. Sensitive Data. Customer expressly acknowledges and agrees that, except as expressly permitted by an Order, it will not submit any Sensitive Data to the Services or use the Services to process any Sensitive Data. TrackVia may suspend all or a portion of Customer's access to the Services upon written notice and without any liability to TrackVia if TrackVia has a good faith belief that Customer has breached the restrictions in this Section. Customer acknowledges and agrees that TrackVia shall have no liability for any Sensitive Data transferred to the Services in violation of this Section.

9.4. Customer Responsibilities. Customer will obtain all necessary rights, title, interest, authorizations, and consents necessary to obtain, process, store, transmit, disclose, and otherwise use Customer Data in connection with the Services and as otherwise provided in this Agreement, including all rights, title, interest, authorizations, and consents necessary to use any Personal Data that is a part of the Customer Data. Customer will comply with all applicable laws, including all Data Protection Laws, in connection with the use of the Customer Data in connection with the Services.

9.5. De-identified Data. Customer additionally grants TrackVia a non-exclusive, royalty-free, sublicensable, worldwide license to use, modify, market, and disclose any De-identified Data for marketing and advertising purposes. "**De-identified Data**" means data and information generated by or captured through the use of the Services, or that is derived from such data and information, that both (i) does not identify and cannot be reasonably used to identify any individual person, including any User or Customer Personnel, and (ii) cannot identify Customer or be attributed solely to Customer or use of the Services by Customer or Users.

10. Ownership and License.

10.1. Customer's Ownership. As between Customer and TrackVia, Customer and its licensors will Own all Customer Data and Customer Content. Customer grants to TrackVia the right and license to use the Customer Data and Customer Content solely for the purposes of providing the Services to Customer during the Term and as set forth in Section 9.

10.2. TrackVia Ownership. As between Customer and TrackVia, TrackVia and its licensors will Own the Platform (including all Objects), Integrations, Recipes, TrackVia Content, all Applications (other than the Customer Development IP, which is addressed below), the results of all Related Services (except as otherwise set forth on a Statement of Work or Exhibit), and all data and other information entered into or available through the Platform other than the Customer Data and Customer Content (collectively, together with all TrackVia Development IP, the "**TrackVia IP**").

10.3. TrackVia Development Services. If TrackVia provides Related Services related to the development of an Application or assistance with the development or modification of Recipes or Integrations ("**Development Services**"), then the relative ownership of the results of such Development Services will be as set forth in this Section 10.3.

(a) As between Customer and TrackVia, TrackVia and its licensors will Own any portion of the results of Development Services (i) that were developed by or on behalf of TrackVia prior to the commencement of the Development Services, which includes all elements of the Platform (including all Objects therein), (ii) that were developed by TrackVia outside of the scope of the Development Services, or (iii) that can reasonably be reused by TrackVia for other Applications or for the benefit of other TrackVia customers, so long as the reusable elements do not contain any Confidential Information of Customer. The results of Development Services that are Owned by TrackVia in accordance with this Section 10.3(a) are referred to as “**TrackVia Development IP**.” TrackVia hereby grants to Customer the right and license during the Term to use the TrackVia Development IP solely as a part of the Applications, Recipes, or Integrations that have been licensed under this Agreement.

(b) As between Customer and TrackVia, Customer and its licensors will Own those elements of any Application developed by or on behalf of Customer under this Section 10.3, other than any TrackVia Development IP.

10.4. Customer Application Development. As between Customer and TrackVia, Customer will Own those elements of Applications that are created solely by or on behalf of Customer (other than those Applications, or parts thereof, that are developed by TrackVia for Customer), subject to TrackVia’s underlying rights in and to TrackVia IP (the elements of such Applications that are Owned by Customer as described in Section 10.3(b) and this Section 10.4 are collectively referred to as “**Customer Development IP**”). Customer grants to TrackVia the right and license to use the Customer Development IP solely for the purposes of providing the Services to Customer during the Term.

10.5. Feedback. Any suggestions or proposed modifications or enhancements to the Platform, Integrations, Recipes, or otherwise provided by Customer to TrackVia, other than as a part of Development Services, may be freely used by TrackVia without limitation, and any modifications or enhancements to the Platform, Integrations, Recipes, new products or services, or otherwise resulting from such suggestions or proposed modifications will be exclusively Owned by TrackVia.

10.6. Further Assurances. Each party will take such actions as may be reasonably requested by the other to evidence the transfer of ownership or license to Intellectual Property Rights described in this Agreement, including the making of further written assignments or the filing of registrations, applications, or instruments, in a form reasonably requested by the other.

10.7. Use of Trademarks. TrackVia may use Customer’s name and logo to provide the Services. TrackVia may also use Customer’s name and logo on TrackVia’s marketing and advertising materials (in accordance with Customer’s brand guidelines) and Customer’s name listed on TrackVia’s client lists and website.

11. Other TrackVia Responsibilities.

11.1. Viruses. TrackVia will use commercially reasonable efforts to ensure that no computer viruses, malware, or similar items are introduced into Customer’s computer and network environment through the use of the Services.

11.2. Security. TrackVia will comply with all state, federal, and other data security and privacy laws that apply to the use of the Customer Content and Customer Data and will design and monitor the Platform in a manner that is designed to prevent unauthorized access, in light of the nature of the data stored and processed by the Platform.

12. User Restrictions.

12.1. IDs and Passwords. Each log-on ID and password is for use by a single individual. Customer will cause each User to protect the confidentiality of log-on IDs and passwords and will not allow the sharing of log-on IDs and passwords among multiple individuals.

12.2. Unauthorized Activities. Each party will promptly notify the other party of any incidents of fraud or misuse involving the Platform Services of which it becomes aware, including fraud or misuse involving a User’s use of the Platform Services.

12.3. Access Environment. TrackVia is not responsible for the equipment, operating system, third party software, mobile devices, public internet, cellular networks, and network protocols necessary to access and use the Platform or Mobile Applications (the “**Access Environment**”). Customer is solely responsible for providing and maintaining the Access Environment at its own expense.

12.4. Prohibited User Activities. Customer will not and will require Users not to engage in the following activities (“**Prohibited Activities**”):

(a) Use the Platform Services or Related Services in any way that violates applicable state, federal, or international laws, regulations, or other government requirements;

(b) Attempt to gain access to a copy of any software that operates the Platform;

(c) Transmit any material that encourages conduct that could constitute a criminal offense, give rise to civil liability, or otherwise violate any applicable local, state, national, or international law or regulation;

(d) Use the Platform or Services for any unlawful purpose or in any way that might harm, damage, or disparage any other person or entity;

(e) Threaten, harass, abuse, slander, defraud, defame, or otherwise violate the legal rights (including rights of privacy and publicity) of others;

(f) Publish, distribute, or disseminate any inappropriate, profane, vulgar, defamatory, infringing, obscene, tortious, indecent, false, unlawful, immoral, or otherwise objectionable material or information, including the use of the Services to promote or facilitate sex trafficking or prostitution;

(g) Create a false identity or impersonate another for the purpose of misleading others as to the identity of the sender or the origin of a message, including providing misleading information to any feedback system employed through the Platform or Services;

(h) Knowingly transmit or upload any material that contains viruses, Trojan horses, worms, time bombs, cancelbots, or any other harmful or deleterious software programs;

(i) Interfere with or disrupt the Platform or Services, any other person or entity's use of the Platform or Services, or networks or servers connected to the Services or violate the regulations, policies, or procedures of such networks or servers;

(j) Attempt to gain unauthorized access to the Platform or Services, logins and passwords of others, or computer systems and networks connected to the Platform or Services;

(k) Upload, post, or otherwise transmit any unsolicited or unauthorized advertising, promotional materials, "junk mail," "spam," "chain letters," "pyramid schemes," or any other form of solicitation (commercial or otherwise); or

(l) Upload or otherwise transmit any information or content that is copyrighted, protected by trade secret or otherwise subject to or infringes any Intellectual Property Rights or other proprietary rights, including privacy and publicity rights, without permission of the owner of such rights.

13. Insurance. During the Term, TrackVia will maintain the following insurance coverages:

(a) Commercial general liability insurance with limits of no less than \$2,000,000 per occurrence and \$4,000,000 in the aggregate;

(b) Cyber/Tech Errors and Omissions insurance with aggregate limits of no less than \$5,000,000; and

(c) Statutory Worker's Compensation insurance.

The commercial general liability policy will be endorsed to add Customer as an additional insured for liabilities assumed by TrackVia under the terms of this Agreement.

14. Representations and Warranties of TrackVia.

14.1. Warranties. TrackVia hereby represents and warrants the following.

(a) TrackVia has all right, power, and authority to enter into this Agreement.

(b) TrackVia has all necessary legal rights and licenses necessary to provide the Services, and the Services do not infringe on any Intellectual Property Rights of any third party. TrackVia's sole obligation and Customer's sole remedy for any breach of this warranty is set forth in Section 15.1(a)(iii).

(c) The Services will conform to and function substantially in accordance with the Documentation. TrackVia's sole obligations and Customer's sole remedies for any breach of this warranty is set forth in Section 3.1(c).

14.2. LIMITATIONS OF WARRANTY. EXCEPT FOR THE REPRESENTATIONS AND WARRANTIES OF TRACKVIA EXPRESSLY SET FORTH IN THIS AGREEMENT, TRACKVIA EXPRESSLY DISCLAIMS ANY AND ALL OTHER REPRESENTATIONS, WARRANTIES, AND CONDITIONS OF ANY KIND OR NATURE, EXPRESS, IMPLIED, OR STATUTORY, INCLUDING (I) ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR USE, OR NON-INFRINGEMENT, (II) ANY REPRESENTATION, WARRANTY, OR CONDITION REGARDING (A) THE SUITABILITY OF THE SERVICES FOR CUSTOMER'S OR USER'S NEEDS, AND (B) THE CAPABILITY, PERFORMANCE, OR FUNCTIONALITY OF THE SERVICES, INCLUDING THE ACCURACY, COMPLETENESS, RELIABILITY, TIMELINESS, OR COMPATIBILITY THEREOF, AND (III) ANY WARRANTY THAT MAY ARISE BY USAGE OF TRADE, COURSE OF DEALING, OR COURSE OF PERFORMANCE. TRACKVIA DOES NOT WARRANT THAT ACCESS TO OR USE OF THE PLATFORM OR SERVICES WILL BE UNINTERRUPTED OR ERROR FREE. CUSTOMER IS SOLELY RESPONSIBLE FOR DETERMINING THE APPROPRIATENESS OF USING THE PLATFORM AND SERVICES. CUSTOMER ASSUMES ALL RISKS ASSOCIATED WITH USE OF THE PLATFORM AND SERVICES, INCLUDING THE RISKS OF SOFTWARE ERRORS, DAMAGE TO OR LOSS OF DATA, AND UNAVAILABILITY OR INTERRUPTION OF OPERATIONS. EXCEPT AS OTHERWISE EXPRESSLY SET FORTH IN THIS AGREEMENT, TRACKVIA WILL NOT HAVE ANY RESPONSIBILITY OR LIABILITY ARISING OUT OF ANY LOSS OR DAMAGE TO ANY PROGRAM, APPLICATION, OR DATA FROM ANY CAUSE WHATSOEVER, UNLESS THE LOSS OR DAMAGE IS A RESULT OF THE GROSS NEGLIGENCE OR WILLFUL TORTIOUS MISCONDUCT OF TRACKVIA OR ITS PERSONNEL.

15. Indemnification.

15.1. TrackVia Indemnifications.

(a) TrackVia will defend, indemnify, and hold harmless Customer and Users ("**Customer Indemnitees**") from and against any and all damages, settlements, losses, expenses (including reasonable attorneys' fees), and liabilities ("**Damages**") incurred in connection with any claim, action, demand, suit, or proceeding brought by an unaffiliated third party (collectively,

"Claims"), insofar as such Claim arises from: (i) TrackVia's or TrackVia Personnel's gross negligence or fraud or other intentional tortious misconduct; (ii) personal injury, death, damage to real property, or damage to tangible personal property as a result of the negligence of TrackVia or TrackVia Personnel; (iii) the Services infringing or misappropriating any Intellectual Property Right of a third party (**"Infringement Claim"**), other than a Claim for which Customer has an obligation to indemnify TrackVia as set forth in Section 15.2.

(b) Notwithstanding the foregoing, TrackVia will not indemnify, defend, or hold harmless Customer for any Claim or pay any corresponding Damages to the extent the Claim is based on: (i) the Services having been altered or modified by Customer or any third party without TrackVia's express written consent, (ii) the combination, operation, or use of the Services by Customer with non-TrackVia hardware, software, or other materials (including Customer Development IP) if the infringement would not have occurred but for the combination, operation, or use by Customer, and (iii) any use of the Services in violation of this Agreement or for purposes other than as contemplated by this Agreement. If an injunction arising from an Infringement Claim is threatened or issued against Customer, TrackVia will have the right, at its option and sole expense, to: (A) obtain the rights to continued use of the Services; (B) substitute other suitable, functionally-equivalent, non-infringing application of the Services; (C) modify the Services so that they no longer infringe without materially impairing its usefulness or performance; or (D) if in TrackVia's sole discretion the foregoing clauses (A), (B), and (C) are commercially impractical, refund to Customer any prepaid Fees and terminate this Agreement.

15.2. Customer Indemnifications. Customer will defend, indemnify, and hold harmless TrackVia and TrackVia's Personnel from and against any and all Damages incurred in connection with any Claim, insofar as such Claim arises from: (i) Customer's gross negligence or fraud or other intentional tortious misconduct; (ii) personal injury, death, damage to real property, or damage to tangible personal property as a result of the negligence of Customer; (iii) the creation, use, or operation of any Applications in violation of applicable law or regulation; (iv) the Customer Content, Customer Data, or Customer Development IP infringing or misappropriating any Intellectual Property Right of a third party; (v) TrackVia's processing of Sensitive Data that is provided by Customer in breach of this Agreement; and (vi) any Prohibited Activities of Customer or any User.

15.3. Indemnification Generally. The parties acknowledge and agree that the indemnifying party's obligations under this Section 15 are conditioned upon the indemnified party's providing the indemnifying party: (i) prompt written notice of the existence of the Claim (although a failure to provide prompt notice will not relieve an indemnifying party of its obligations under this Section 15 unless the failure to provide prompt notice adversely affects the indemnifying party's ability to defend); (ii) sole control over the defense or settlement of the Claim; and (iii) non-financial assistance at the indemnifying party's request to the extent reasonably necessary for the defense of the Claim. Without the written consent of the indemnified party, the indemnifying party will not settle any Claim in a manner that requires the indemnified party to pay any amounts of money or admit any liability.

16. Limitations of Liability. In addition to any limitations on the rights, obligations, or liabilities of either party set forth elsewhere in this Agreement, the following limitations apply:

16.1. CONSEQUENTIAL DAMAGES. NEITHER PARTY WILL BE LIABLE TO THE OTHER PARTY OR ANY THIRD PARTY FOR ANY INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, PUNITIVE, OR CONSEQUENTIAL DAMAGES ARISING FROM OR RELATED TO THE USE, MISUSE, OR INABILITY TO USE THE PLATFORM OR ANY SERVICES (INCLUDING LOSS OF USE OR GOODWILL, INTERRUPTION OF BUSINESS, LOSS OF PROFITS OR REVENUE, AND COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES), OR A BREACH OF THIS AGREEMENT, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, EVEN IF TRACKVIA'S WARRANTIES FAIL OF THEIR ESSENTIAL PURPOSE OR EVEN IF THE OTHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

16.2. CAP ON LIABILITY. IN NO EVENT WILL EITHER PARTY'S LIABILITY TO THE OTHER PARTY OR ANY THIRD PARTY ARISING FROM OR RELATING TO THIS AGREEMENT EXCEED THE AMOUNT OF THE SUBSCRIPTION FEES PAID (AND THEN OWED) BY CUSTOMER TO TRACKVIA UNDER THIS AGREEMENT WITHIN THE TWELVE MONTHS PRECEDING THE DATE THE CLAIM AROSE. THE EXISTENCE OF ONE OR MORE CLAIMS WILL NOT ENLARGE THESE LIMITS (THE **"LIABILITY CAP"**); PROVIDED THAT THE TOTAL CUMULATIVE LIABILITY OF EACH PARTY TO THE OTHER PARTY FOR ANY OBLIGATIONS UNDER SECTION 15 (INDEMNIFICATION) SHALL BE LIMITED TO THREE TIMES THE LIABILITY CAP, NOT TO EXCEED \$1,000,000.

16.3. ESSENTIAL ELEMENT. THE PARTIES ACKNOWLEDGE AND AGREE THAT THIS SECTION 16 IS AN ESSENTIAL ELEMENT OF THIS AGREEMENT AND THAT IN ITS ABSENCE THE ECONOMIC TERMS OF THIS AGREEMENT WOULD BE SUBSTANTIALLY DIFFERENT.

17. Termination.

17.1. Right to Termination. Either party may terminate this Agreement for breach if: (a) the other party breaches any material provision of this Agreement and fails to cure that breach within 30 days after its receipt of written notice of the breach from the non-breaching party; or (b) the other party files a petition in bankruptcy, is adjudicated as bankrupt, has a receiver, trustee, or other court officer appointed for its property, makes an assignment for the benefit of creditors, is voluntarily or involuntarily dissolved, or admits in writing its inability to pay debts as they come due. If Customer elects to terminate this Agreement due to TrackVia's breach that remains uncured after any applicable cure period, TrackVia will immediately refund to Customer the Fees paid by Customer to TrackVia that are attributable to time periods after the date of termination.

17.2. Effect.

(a) Immediately upon expiration or termination of this Agreement, Customer's right to access or use the Platform and receive any Services will terminate, Customer will immediately cease all use thereof, all accrued but unpaid Fees will become immediately due and payable, and the Receiving Party will promptly return to the Disclosing Party all Confidential Information of the Disclosing Party in its possession or control (including all copies and documents containing the Confidential Information) or will promptly certify to the Disclosing Party that all Confidential Information of the Disclosing Party has been destroyed. Upon expiration or termination of this Agreement, provided that Customer has paid all Fees payable to TrackVia, during the 30-day period after termination, TrackVia will either upon Customer's written request, (i) provide a designated Super Admin User limited access to the Platform to download Customer Data from the Platform, or (ii) at Customer's sole expense, download and provide Customer Data to the designated Super Admin User in a mutually agreeable format and medium. Following such 30-day period, TrackVia may remove and permanently delete all Customer Data and Customer Content, and any other data, information, or content associated with Customer's account.

(b) The provisions of Schedule A and Sections 2.8, 7 (for accrued but unpaid Fees and Expenses), 8, 9, 10, 14.2, 15, 16, 17.2, 19, and 20 will survive the expiration or termination of this Agreement.

17.3. Suspension of TrackVia Services.

(a) Without limiting any other rights of the parties in Section 17, TrackVia reserves the right to suspend the Services and Customer's and all Users' access to and use of the Platform if Customer engages in any Prohibited Activities. Upon any suspension by TrackVia, TrackVia will reinstate the Services and Customer's and User's use of the Platform promptly upon cure by Customer of the breach.

(b) TrackVia reserves the right to suspend or terminate any User's access to and use of the Platform Services who engages in any Prohibited Activities or otherwise breaches the terms of this Agreement. If TrackVia suspends or terminates any User's access to and use of the Platform Services, TrackVia will discuss the reasons for the suspension or termination with Customer promptly following suspension or termination.

18. Export. Customer may not use, export, re-export, import, sell, or transfer the Services, including any Mobile Application, except as authorized by United States law and any other applicable laws and regulations. In particular, but without limitation, the use of the Services, including Mobile Applications, may not be exported, re-exported, or deemed exported (i) into any U.S. embargoed countries or (ii) to anyone on the U.S. Treasury Department's list of Specially Designated Nationals or the U.S. Department of Commerce Denied Persons List or Entity List. By using the Services, Customer represents and warrants that Customer is not located in any such country or on any such list. Customer also agrees that Customer will not use the Platform Services, including Applications, for any purposes prohibited by United States law, including the development, design, manufacture, or production of missiles or nuclear, chemical, or biological weapons.

19. Disputes.

(a) Except as set forth in Section 19(b), The parties will attempt to resolve all disputes, controversies, or claims arising under, out of, or relating to this Agreement, including the formation, validity, binding effect, interpretation, performance, breach or termination, of this Agreement and the arbitrability of the issues submitted to arbitration hereunder and non-contractual claims relating to this Agreement (each, a "**Dispute**") through discussion between the parties. If any Dispute cannot be resolved through negotiations between the parties within 5 days of notice from one party to the other of the Dispute, either party may submit such Dispute for final settlement through binding arbitration, administered by JAMS under its then-current Streamlined Arbitration Rules & Procedures (the "**Rules**"). Either party may commence the arbitration by delivering a request for arbitration as specified in the Rules. The arbitration will be conducted before a sole neutral arbitrator, selected as provided in the Rules. The arbitration will be conducted in the English language at a site specified by TrackVia in Denver, Colorado, U.S.A. The arbitration will be confidential and neither party, nor the arbitrator, will disclose any materials disclosed, produced, or generated in relation to the arbitration or the fact that the parties are engaged in a Dispute. The arbitrator will apply the law set forth in Section 19(d) to any such arbitration and shall have the power to award any remedy available at law or in equity; provided, however, that the arbitrator shall have no jurisdiction to amend this Agreement or grant any relief not permitted herein or beyond the relief permitted herein. The award of the arbitrator will be the exclusive remedy of the parties for all claims, counterclaims, issues, or accountings presented or plead to the arbitrator. The award of the arbitrator will require the non-prevailing party to pay the prevailing party's costs, fees, and expenses (including attorneys' fees). Judgment upon the award may be entered in any court or governmental body having jurisdiction thereof. Any additional costs, fees, or expenses incurred in enforcing the award may be charged against the party that resists its enforcement.

(b) If TrackVia reasonably believes Customer has, in any manner, violated or threatened to infringe TrackVia's Intellectual Property Rights, then TrackVia may seek emergency, preliminary, or other appropriate interim relief in the state or federal courts located in Denver, Colorado.

(c) EACH PARTY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LEGAL ACTION ARISING OUT OF OR RELATING TO THIS AGREEMENT.

(d) This Agreement is governed by, construed, and interpreted in accordance with the laws of the State of Colorado, without giving effect to its conflicts of laws provisions. Each party hereby irrevocably and unconditionally waives any objection to the laying of venue of any action, suit, or proceeding arising out of this Agreement, in the federal or state courts of the State of Colorado located in Denver County, Colorado and hereby further irrevocably and unconditionally waives and agrees not to plead or claim in any such court that any such action, suit, or proceeding brought in any such court has been brought in an inconvenient forum.

20. Miscellaneous.

(a) All notices required or permitted under this Agreement will be made in writing and will be deemed to have been given if delivered personally or by reputable overnight or express courier and are effective upon delivery to the applicable notice address. All notices will be addressed to the parties at the respective addresses indicated on the Order Form or Exhibit, unless changed by a party by notice to the other party. Notwithstanding the above, Customer notices of termination must be addressed to cancel@trackvia.com.

(b) Neither party is an employee, joint venturer, agent, or partner of the other, nor is either party authorized to assume or create any obligations or liabilities, express or implied, on behalf of or in the name of the other.

(c) In the interpretation of this Agreement, words importing the singular or plural number include the plural and singular number respectively, and words denoting gender include all genders. The word "including" and its derivatives and synonyms (including "e.g.," "such as," "include," and "includes"), means "including, without limitation," whether or not capitalized and whether or not "without limitation" or words of similar meaning are included in other provisions of this Agreement. Headings of particular sections are inserted only for convenience and are not to be considered a part of this Agreement or be used to define, limit or construe the scope of any term or provision of this Agreement. Unless the context otherwise specifically requires, all references to sections in these General Terms refer to sections of these General Terms and all subsections of such section. All Exhibits referenced in this Agreement are incorporated into this Agreement wherever referenced. Each party agrees that it has negotiated and reviewed this Agreement, with counsel as it deemed necessary, if at all, and that any rule of construction or interpretation requiring resolution of any ambiguities in this Agreement against the drafting party will not apply in the construction or interpretation of this Agreement.

(d) Except as expressly permitted in this Section 20(d), neither party may assign this Agreement or any of its rights or obligations under this Agreement without the prior written consent of the other party, except that either party may assign this Agreement in connection with a merger, sale of stock or membership or partnership interests, or substantially all of its business or assets to which this Agreement applies without consent. Any attempted assignment or transfer of this Agreement in violation of this Section will be void and of no force or effect. This Agreement is binding upon the parties' respective successors and permitted assigns.

(e) This Agreement is not intended, and shall not be construed to create or convey any benefits to or rights on any persons or entities other than the Customer and TrackVia.

(f) No waiver of any provision of this Agreement will be effective unless it is in writing and signed by the party against whom it is asserted, and any written waiver will not be deemed to be a continuing or future waiver. No course of dealing, delay in exercising any right, power, or remedy, acceptance of payments, late charges, or performance from a party when that party is in default, or enforcement of any remedy will operate as a waiver or otherwise prejudice a party's rights, powers, or remedies under this Agreement.

(g) No amendment to or modification of this Agreement will be effective unless set forth in a writing signed by TrackVia and Customer.

(h) Other than payment obligations, neither party will be deemed in default of this Agreement to the extent that performance of its obligations or attempts to cure any breach are delayed, restricted, or prevented by reason of any act of nature, fire, natural disaster, widespread illness or disease, war, terrorism, act of government, labor action or strike, unavailability of materials, labor, utilities (including internet) or supplies, or any other circumstances beyond the control of such party, provided the affected party promptly notifies the other party and uses its commercially reasonable efforts to avoid or remove the causes of nonperformance and continues performance hereunder reasonably promptly after those causes are removed.

(i) Except as otherwise expressly provided hereunder, all rights and remedies provided in this Agreement are cumulative and not exclusive of any other rights or remedies that may be available to the parties, whether provided by law, equity, statute, or otherwise.

(j) This Agreement is the final understanding between TrackVia and Customer as to the subject matter of this Agreement, and supersedes any prior or contemporaneous agreements or understandings, whether oral or written, related to the subject matter of this Agreement.

(k) This Agreement may be executed in counterparts, each of which will be deemed an original but all of which together will constitute one and the same instrument.

(l) The Platform, Documentation, and Services consist of "commercial computer software," "commercial computer software documentation," and "commercial services", as such terms are used in 48 C.F.R. 12.212. Consistent with 48 C.F.R. 12.212 and 48 C.F.R. 227.7202-1 through 227.7202-4 (or an equivalent provision, e.g. in supplements of various U.S. Government Agencies, as applicable), all U.S. Government Customers, whether this concerns GSA Multiple Award and Federal Supply Schedule acquisitions, FAR acquisitions, DOD acquisitions or other acquisitions whatsoever, acquire the access to the Platform, Documentation, and Services only as "commercial computer software," "commercial computer software documentation," and "commercial services", and only with those rights as are granted to all other customers pursuant to the terms and conditions set forth herein, as provided in FAR 12.212, and DFARS 227.7202-1(a), 227.7202-3(a), 227.7202-4, as applicable.

Schedule A

Defined Terms

1. **Defined Terms.** The following terms have the following meanings wherever used in this Agreement.
 - 1.1. **"Admin User"** means an individual Personnel of Customer who has been granted a unique user ID and password to exercise the rights set forth in Section 2.3.
 - 1.2. **"Application"** means a software application, which may include certain Platform Reports, that is developed by or on behalf of Customer using the Platform. An Application (i) may run on the Platform or (ii) may be a Mobile Application.
 - 1.3. **"Attachment"** means an Order Form, Exhibit, or Statement of Work.
 - 1.4. **"AWS"** means Amazon Web Services, Inc. or its affiliates, successors, and assigns.
 - 1.5. **"Content"** means textual materials, software, designs, logos, trademarks, service marks, sound recordings, videos, pictures, photographs, audiovisual works, animations, information, pictorial reproductions, drawings, or other graphical representations, and all other items with similar characteristics.
 - 1.6. **"Customer Content"** means the Content provided by or on behalf of Customer, other than by TrackVia. Customer Content does not include Customer Data.
 - 1.7. **"Customer Data"** means information, including Personal Data, loaded by Users into the Platform or any Application and any results of the processing of such information using the Platform Services.
 - 1.8. **"Data Protection Laws"** shall have the meaning set forth in the DPA.
 - 1.9. **"Documentation"** means the online documentation of the Platform that is accessible through the use of the Platform.
 - 1.10. **"Fees"** means Subscription Fees, Additional Services Fees, Other Fees, and all other fees set forth in this Agreement.
 - 1.11. **"Government Cloud"** means a separate instance of the AWS GovCloud (US), as this service is renamed and modified from time to time, for the storage of Customer Content and Customer Data.
 - 1.12. **"HIPAA Cloud"** means a separate instance of the AWS cloud services designed by TrackVia for use in a HIPAA-compliant environment for the storage of Customer Content and Customer Data.
 - 1.13. **"Integration"** means software that runs on the Platform and that allows a third party software product identified on the Order Form or Exhibit to call certain functions and exchange data with a single Application, as modified by TrackVia and made available from time to time in accordance with this Agreement.
 - 1.14. **"Intellectual Property Rights"** means any and all ownership rights in intangible intellectual property existing from time to time in any jurisdiction, including rights under copyright law, patent law, trade secret law, confidential information law, trademark law, unfair competition law, or other similar rights.
 - 1.15. **"Limited User"** means (i) an individual Personnel of Customer who has been granted a unique user ID and password to exercise the rights set forth in Section 2.5 or (ii) an individual Personnel of Customer's customer or supplier who has been granted a unique user ID and password to exercise the rights set forth in Section 2.5.
 - 1.16. **"Mobile Application"** means an implementation of an Application that operates on a mobile device running an approved version of iOS or Android.
 - 1.17. **"Objects"** means programming routines that are part of the Platform allowing Customer to incorporate the functionality of the routines into Applications without requiring the Customer to write computer software.
 - 1.18. **"Order Form"** means the Order Form executed between Customer and TrackVia that incorporates these General Terms by reference, as replaced by any Replacement Order Form mutually agreed by the parties from time to time, and as the Services are modified by any Supplemental Order Form mutually agreed by the parties from time to time.
 - 1.19. **"Personal Data"** shall have the meaning set forth in the DPA.
 - 1.20. **"Personnel"** means employees, contractors, subcontractors, representatives, contract labor, or agents of a party.
 - 1.21. **"PHI"** means protected health information, as defined in 45 CFR 160.103.
 - 1.22. **"Platform Reports"** means those standard reports, forms, and dashboards that are available on the Platform from time to time.
 - 1.23. **"Platform Services Fees"** means the Fees payable for Platform Services. Platform Services Fees are included in the definition of Subscription Fees.
 - 1.24. **"Platform Services"** means the access to and use of the Platform and development of, access to, and use of Applications to the extent described in Sections 2.1, 2.2, 2.3, 2.4, and 2.5 and to the extent identified on the Order Form or an Exhibit, those additional rights described in Section 2.6.

- 1.25. "Platform"** means the software, hardware, and related technology (including all Objects and other functionality that are available on the Platform to create Applications), TrackVia Content, and all data and other information that is not Customer Data or Customer Content, provided by TrackVia for remote access by Users through approved web browser software or indirectly through a Mobile Application, as modified by TrackVia and made available from time to time in accordance with this Agreement.
- 1.26. "Private Cloud"** means a separate instance of the AWS cloud services for the storage of Customer Content and Customer Data and content and data of no other TrackVia customer.
- 1.27. "Professional Services Fees"** means fees for Professional Services as provided on the applicable Attachment.
- 1.28. "Recipe"** means a pre-written template for functionality that is used with a single Application and Integration to program workflow, process automation, and other functionality between the Application and the applicable third party software, as modified by TrackVia and made available from time to time in accordance with this Agreement.
- 1.29. "Replacement Order Form"** means an Order Form that is intended to replace a previous Order Form, effective as of the effective date of the Replacement Order Form.
- 1.30. "Sandbox"** means a portion of the Platform that is used to develop and test Applications and not for production use.
- 1.31. "Sensitive Data"** means: (a) government issued identifiers (e.g., social security numbers, passport numbers, driver's license numbers), credit or debit card numbers (other than the truncated (last four digits) of a credit or debit card), financial account information, biometric information, genetic or health information (including PHI), racial, ethnic, political or religious affiliations, citizenship or immigration status, trade union memberships, information about sexual life or sexual orientation, precise geolocation data; account passwords or access credentials; criminal history; the content of mail, emails, texts, direct messages, or other personal messages where Customer is not the intended recipient of the communication, or Personal Data of a child under eighteen (18) years of age; (b) any other information that falls within the definition of "sensitive data," "sensitive personal information," "special categories of data," or similar term under Data Protection Laws; (c) any information that would trigger data breach notifications under such Data Protection Laws, or (d) any data of the U.S. Federal Government, including export-controlled data, ITAR regulated data, controlled unclassified information, and classified information.
- 1.32. "Services"** means the Platform Services, Related Services, Additional Services, and any other services to be provided by TrackVia as described in this Agreement.
- 1.33. "Standard User"** means (i) an individual Personnel of Customer who has been granted a unique user ID and password to exercise the rights set forth in Section 2.4 or (ii) an individual Personnel of Customer's customer or supplier who has been granted a unique user ID and password to exercise the rights set forth in Section 2.4.
- 1.34. "Statement of Work"** means a document entered into by both parties that is attached to this Agreement or incorporates the terms and conditions of this Agreement and describes the Implementation Services or other Professional Services to be performed by TrackVia, the responsibilities of each party, applicable Professional Services Fees, and other terms and conditions.
- 1.35. "Super Admin User"** means an individual Personnel of Customer who has been granted a unique user ID and password to exercise the rights set forth in Section 2.2.
- 1.36. "Supplemental Order Form"** means an Order Form that is intended to modify, but not replace, another Order Form, effective as of the effective date of the Supplemental Order Form.
- 1.37. "TrackVia Content"** means the Content available through the Platform Services that is not Customer Content or Customer Data.
- 1.38. "User"** means a Super Admin User, Admin User, Standard User, or Limited User.
- 1.39. To "Own" or have "Ownership"** of tangible or intangible property means to own all right, title, and interest, including all Intellectual Property Rights, in and to the property.



US GOVERNMENT CUSTOMER RIDER

This Government Customer Rider ("Rider") is entered into by and between Vertosoft LLC ("Vertosoft") and TrackVia ("Supplier"). This Rider is incorporated into the Supplier's commercial terms and conditions ("Supplier Terms") and applies specifically to transactions with Government Customers and Vendors.

The purpose of this Rider is to define terms and conditions specific to Government-related transactions and to ensure Supplier compliance with applicable federal, state, and local procurement laws. This Rider is not intended to modify the underlying distribution agreement between the above-mentioned parties.

1. Applicability and Precedence

In the event of a conflict between the Supplier's Commercial Terms and Conditions and applicable federal, state, or local procurement laws or regulations, the applicable laws or regulations shall prevail. Additionally, the terms of this Rider shall prevail over any conflicting provisions in the Supplier's Commercial Terms and Conditions to the extent necessary to ensure compliance with applicable laws and to reflect the requirements of Government Customers and Vendors.

2. Prohibition on Prepayment

Supplier acknowledges that Government Customers are prohibited from prepaying for goods or services pursuant to 31 U.S.C. § 3324. Accordingly, Supplier shall accept payment in arrears where required by law and shall invoice accordingly.

3. Auto-Renewal Limitation

Supplier agrees that no subscription, license, or service shall auto-renew with a Government Customer unless explicitly authorized in writing by the Government Customer.

4. Governing Law and Dispute Resolution

This Rider shall be governed by the laws of the Commonwealth of Virginia, without regard to its conflict of law provisions. However, any dispute arising out of a transaction with a Government Customer shall be interpreted in accordance with applicable federal or state procurement laws and regulations.

5. Indemnification

Government Customers shall not be required to indemnify Supplier. Supplier shall indemnify Vertosoft against any third-party claims arising from: (i) Supplier's breach of law, including violations of FAR/DFARS provisions, export/import control laws, or unauthorized disclosures of sensitive government data; and (ii) any misrepresentation of Supplier's regulatory compliance status.

6. Software License Rights

Products shall be treated as 'commercial computer software' under FAR 12.212 and DFARS 227.7202. Government Customer use shall be governed solely by the rights customarily provided to the public.

7. Termination for Convenience or Non-Appropriation



If a Government Customer terminates an Order for convenience or due to non-appropriation of funds, Vertosoft may cancel its corresponding order with Supplier without breach or penalty. Supplier shall provide reasonable assistance to support an orderly and timely cessation of affected services. This includes, but is not limited to, discontinuing billing for any unused services and ensuring Government Customer access through the remainder of the subscription term for which payment has already been made.

8. FOIA and Open Records Compliance

Supplier shall cooperate in the processing of any Freedom of Information Act (FOIA) or similar requests and acknowledge that confidentiality obligations shall not prevent Vertosoft from fulfilling such legal disclosures.

9. Export Control

Supplier shall comply with all applicable U.S. export control laws and regulations, including but not limited to the Export Administration Regulations (EAR) and the International Traffic in Arms Regulations (ITAR). Supplier shall promptly notify Vertosoft of any export restrictions applicable to its products or services, including restrictions on end users, destinations, or re-exports. Supplier shall assist Vertosoft in obtaining any required licenses or authorizations and shall indemnify Vertosoft against any claims, penalties, or liabilities arising from Supplier's noncompliance with such laws or from its acts or omissions in connection with export obligations.

10. Professional Services

Professional Services provided to Government Customers shall be delivered under a mutually agreed Statement of Work (SOW) where applicable. Travel must comply with Federal or Joint Travel Regulations.

11. FAR/DFARS Flow-Down Terms

Supplier agrees to accept mandatory FAR and DFARS flow-downs for subcontracts, including but not limited to termination rights, sourcing restrictions, and reporting obligations.

12. Data Security and Hosting

Supplier shall not use, share, or store Government Customer data outside of the scope expressly authorized in writing. Hosting environments must comply with applicable federal or state data protection laws.

13. Insurance Requirements

Supplier shall maintain sufficient insurance coverage to meet applicable government subcontractor standards, including but not limited to general liability, cyber risk, and professional liability coverage.

14. Representations and Certifications

Supplier agrees to complete and maintain all applicable federal compliance representations and certifications required for resale to Government Customers. These include, but are not limited to, certifications related to compliance with the Buy American Act, the Trade Agreements Act, and representations pursuant to FAR 52.225-2, FAR 52.225-4, and GSAR 552.204-70 (Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment).

15. No Privity of Contract

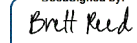
Supplier agrees that no contractual relationship shall exist between Supplier and any Government Customer. All payments from Government Customers shall be made directly to Vertosoft, and Supplier shall not invoice or collect payment directly from Government Customers unless otherwise explicitly agreed upon in writing by the Government.



Customer, Supplier, and Vertosoft. Vertosoft shall remain responsible for remitting payment to Supplier in accordance with the distribution agreement between the parties.

IN WITNESS WHEREOF, the parties have caused this Rider to be executed by their authorized representatives.

Supplier

DocuSigned by:

7863CBFB7A084FF...
Signature (**Supplier**)
Print Name: Brett Reed
Title: Head of Finance
Date: 3/3/2026

Vertosoft LLC

Signed by:
By: 
B85871DC292A47C...
Print Name: Jay Colavita
Title: President
Date: 3/3/2026