

## PLATFORM AGREEMENT

This Platform Agreement (the “Agreement”) is entered into as of the date the Subscriber checks the online ‘Accept’ box and submits the same (the “Execution Date”) between Inspectorio Inc., a Delaware corporation having its principal office at 225 S 6th Street, Suite 3900, Minneapolis, MN 55402 (“Inspectorio”), and the enrolling subscriber (“Subscriber”). The Agreement includes terms contained in any associated Sales Order, Order Form, invoice and/or on-line product selection which is generated as a result of Subscriber’s subscription and/or product purchase (collectively the “Order”). The Subscriber’s subscription commences upon the granting of credentialed access to use the Platform (the “Subscription Effective Date”). The Execution Date and the Subscription Effective Date may be the same date. If Subscriber currently has a subscription with Inspectorio or has previously agreed to Inspectorio’s Terms of Use or any other agreement to gain access to Inspectorio’s platform, this Agreement will supersede and replace any such prior Terms of Use.

Our Platform, offered subscriptions and products have extensive capabilities and features. Depending on the Platform subscription plan(s) and product(s) chosen by Subscriber, some of the features may not be available to Subscriber or to all Registered Users.

Inspectorio provides business to business (“B2B”) SaaS services and products that are developed for business use and are not marketed to individual consumers. Subscriber must accept and consent to the Terms of Use (“TOU”) for platform access, set forth herein, prior to platform access. Subscriber’s continuing use of the Inspectorio Platform is an acknowledgment and affirmation of acceptance of the TOU. The individual accepting these TOU or entering into this Agreement on behalf of the Subscriber, hereby warrants and agrees they are authorized to act on behalf of the Subscriber regardless of title or position within Subscriber’s corporate Structure (“Account Owner Agent”) and their acceptance operates the same as a duly authorized officer(s) of Subscriber.

Subscriber’s employees, agents, independent contractors, affiliates, subsidiaries and/or assigns (individually a “Registered User”) may be required in the regular course of their work for Subscriber, when using Inspectorio’s SaaS services and products under this Agreement, to enter their name, email address, telephone number or other business relevant data (“Personal Data”) that may identify the Registered User. Subscriber shall, through its employment or other corporate policies, disclose to its Registered Users the need for the entry of such Personal Data in the necessary course of Subscriber’s business and the delivery of services and products to the Subscriber under this Agreement. Further, Subscriber and its Registered Users agree and acknowledge that Personal Data entered in the necessary course of Subscriber’s business and the delivery of services and products to the Subscriber under this Agreement, will be incorporated into the products, reports and services, possibly accessible and viewable by other individuals with authorized access to the Inspectorio platform. Subscriber and its Registered Users acknowledge and agree any Personal Data entered into the Inspectorio platform, necessary for the delivery of services and products to Inspectorio’s subscribers under this Agreement, shall not be duplicated, manipulated, extracted, stored or used for any purpose not authorized under this Agreement or used in the delivery of Inspectorio services to its Subscribers.

If Subscriber does not agree with these TOU, the Subscriber should not use the websites or platforms owned by Inspectorio. From time to time, Inspectorio may in its sole discretion make revisions to this TOU. Subscriber’s continued use of the Inspectorio websites and/or Platform after we make changes to this TOU, is deemed to be acceptance of those changes.

## TERMS OF USE

This TOU sets forth the terms of use under which Inspectorio provides Subscriber access to the Inspectorio Platform, Subscription Services and products. Capitalized terms not defined here shall have the

meaning given to them elsewhere within this Agreement. Inspectorio and Subscriber are sometimes referred to herein collectively as the “Parties” or individually as a “Party”.

**1 Definitions.** The below capitalized terms have the meanings set forth below or in the referenced provision. Some defined terms may not apply to the subscription purchased by Subscriber.

1.1 “Administrator” or “Tracking Administrator” means an individual who has been granted the capabilities to administrate the instance of the platform for assigning roles, manage network associations, and manage the related Subscriber’s subscription. A Manager may be an Administrator.

1.2 “Confidential Information” means, with respect to a Party, all non-public information regarding such Party and its suppliers, customers and partners and their respective businesses, technologies or research disclosed by or on behalf of such Party in connection with this Agreement, that is either designated as proprietary and/or confidential or, by the nature of the circumstances surrounding disclosure, should in good faith be treated as proprietary and/or confidential. The Documentation and all non-public information regarding the Platform, the Platform Services (including but not limited to their performance, operation and data formats), and the Training and Support Services shall be deemed the Confidential Information of Inspectorio. The Subscriber Content shall be deemed the Confidential Information of Subscriber. The compensation to be paid by Subscriber is the Confidential Information of both Parties. Notwithstanding the foregoing, Confidential Information will not include any information that the Party receiving such information can establish by convincing written evidence: (a) was independently developed by the receiving Party without use of or reference to any Confidential Information belonging to the other Party; (b) was acquired by the receiving Party from a third party having the legal right to furnish same to the receiving Party; or (c) was at the time in question (whether at disclosure or thereafter) generally known by or available to the public (through no fault of the receiving Party).

1.3 “Documentation” means the user documentation provided to Subscriber with respect to the use of the Platform and the Platform Services, as updated from time to time by Inspectorio.

1.4 “Facility Location Data” means the address of any facility where activities are conducted, including the GPS coordinates or the latitude and longitude of the location, in decimal format for said location.

1.5 “Inspector” means an individual employee or independent contractor of Subscriber who has been authorized by Subscriber to access the Mobile Application or Management Systems in order to perform quality inspections or activities on behalf of Subscriber, and who has been provided a unique user name and password for such access.

1.6 “Management Systems” means, collectively, the proprietary features and components, such as, but not limited to, Booking Management; Workflow Management and Inspection Management Systems; Audit and Facility Management Systems; project management and on time delivery Management Systems; and reporting and analytics developed by Inspectorio (and as may be further described in the Documentation).

1.7 “Mobile Application” means the proprietary mobile software application developed by Inspectorio (and as may be further described in the Documentation) that a Registered User may access the Platform using authorized credentials

1.8 “Personal Data” means any information relating to an identified or identifiable natural person (“Data Subject”); a Data Subject is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person. Personal Data includes personally identifiable information (“PII”).

1.9 “Platform” means the products within Inspectorio’s proprietary software as a service platform to which Subscriber has purchased a subscription (and as described in the Documentation), together with the Management Systems, and applicable Mobile Applications.

1.10 “Registered User” means specifically (a) an Administrator or Tracking Administer; (b) an Inspector; (c) a Viewer; (d) a Manager or Tracking Manager (as those terms are described in the Documentation), or generically, an individual who has been authorized by the Subscriber to access and use the Platform by way of a unique login and password.

1.11 “Subscriber Content” means all text, data, graphics, pictures or other content that Subscriber or Registered Users input, post or upload into the Platform. As set forth in Section 5.2(b), Subscriber Content is the Confidential Information of Subscriber.

1.12 “Subscriber Customer” means any entity that is or may be a subscriber to the Platform to which Subscriber is a supplier.

1.13 “Subscriber Customer Partner” means each partner, vendor or supplier, as designated by Subscriber Customer, who has a business or collaborative relationship with the Subscriber Customer.

1.14 “Tracking Manager” or “Manager” means an individual manager or coordinator employed by the Subscriber who has been authorized to access the Tracking management system on behalf of Subscriber and who has been provided a unique user name and password for such access. Manager capabilities also include the ability to track and monitor the status of each action plan and any other capabilities the Administrator enables.

## **2 Subscription; Subscription Restrictions.**

2.1 Subscription to Management Systems and Dashboards. Subject this TOU, Inspectorio grants to Subscriber, and Subscriber accepts, a nonexclusive, nontransferable subscription (the “Subscription”), without the right to sublicense, to remotely access, via the Internet, an executing instance of the Platform through the use by (a) a Registered User or (b) an Administrator of the Platform, in the manner as described in the Documentation (“Platform Services”), solely for Subscriber’s internal business use. Subscriber acknowledges that the Subscription terms applicable to Subscriber, including without limitation any applicable discounts, subsidies or other payment terms, and product functionalities applicable to the subscription tiers offered for the Platform, may differ by Subscriber Customer, and that any such terms are subject to negotiation between Inspectorio and each such Subscriber Customer.

2.2 Registered Users. Each Registered User shall access the Platform using the unique login and password associated with such Registered User. Subscriber shall not permit any unauthorized use of the Platform or the Platform Services through the prohibited sharing of a Registered User’s unique login and password with anyone. The prohibited sharing of a Registered User’s unique login and password is a material violation of this Agreement and may result in the Registered User’s access being suspended. All acts and omissions of Registered Users shall be deemed to be those of Subscriber, and Subscriber shall be responsible therefor. Subscriber shall keep all passwords safe and secure, and shall be responsible for all use of the Platform and the Platform Services using passwords issued to Subscriber and Registered Users. Subscriber shall notify Inspectorio immediately of any actual or suspected (a) unauthorized use of its passwords for the Platform or the Platform Services, or (b) other violation of this Section 2.2, and shall in each case take further steps as may reasonably be requested by Inspectorio to prevent or remedy any such violation. Without limiting any of its other rights or remedies, Inspectorio reserves the right to suspend any Registered User’s right to access the Platform and the Platform Services if Inspectorio reasonably believes that such Registered User has materially violated the restrictions and obligations in this Agreement (in which case, it shall provide Subscriber prompt written notice of such suspension).

## **2.3 Subscriber Responsibilities and Cooperation.**

(a) Subscriber shall be solely responsible, at its expense, for devices and hardware in connection with establishing, maintaining, and operating its connection to the Internet (the speed of which may have a significant impact on the responsiveness of the Platform Services), including all access lines, all Internet service provider connection charges, and any long distance telephone charges. Subscriber shall: (a) reasonably cooperate with Inspectorio in all matters relating to the Platform and the Platform Services; and (b) respond promptly to any Inspectorio request to provide information, approvals, authorizations or decisions that are reasonably necessary for Inspectorio to provide the Platform Services in accordance with this Agreement.

(b) Subscriber specifically acknowledges and agrees that it will not input, post, or upload into the Platform any Subscriber Content that violates or infringes the patent, copyright, or other intellectual property or other right of any third party. In addition, Subscriber agrees that it will comply with such acceptable use and other standard policies relating to the Platform as Inspectorio may implement and update from time to time. Without limiting Inspectorio's other rights and remedies, Subscriber agrees that Inspectorio may delete or otherwise remove from the Platform any Subscriber Content that is a violation of Subscriber's obligations set forth in this section.

(c) Upon onboarding, Subscriber shall provide the contact information for Subscriber's quality assurance or compliance officer. From time to time, Inspectorio will contact Subscriber's designated quality assurance or compliance officer(s) to conduct a data quality management and product evaluation to improve subscription functionality and application to Subscriber's data processing needs.

2.4 No Modification, Reverse Engineering, etc. Subscriber shall not, nor shall Subscriber permit any Registered User to, (a) copy, modify or create derivative works of the Platform or the Platform Services, or (b) access, attempt to access or otherwise interfere with the hosting servers, the Platform or the Platform Services (other than to access the functionality of the Platform and the Platform Services in accordance with the terms of this Agreement).

2.5 Security. As part of the Platform Services, Inspectorio (or its subcontractors as applicable) shall use good faith efforts to implement security measures (such as password protection and encryption) and maintain such other safeguards (including virus protection safeguards) which are reasonably intended to prevent the destruction, loss, interception, or alteration of Subscriber Content by unauthorized persons and which are consistent with current commercial practices in the industry. Subscriber expressly recognizes that, although Inspectorio shall take such reasonable steps, or cause such reasonable steps to be taken, to prevent security breaches, it is impossible to maintain flawless security. Subscriber and its Registered Users will not attempt to disable, modify or circumvent any security safeguard adopted by Inspectorio.

2.6 Data Access. It shall be the responsibility of Subscriber, when uploading information to the Platform, to designate which information may be shared with any Subscriber Customer and/or any Subscriber Customer Vendor.

2.7 Features. With 30-day notice to the Subscriber, using electronic means, Inspectorio may limit the Subscriber's access to subscription features, modify a feature's functionality or set frequency of usage limitations for a feature.

### **3 Subscription Term and Termination.**

3.1 Term of Subscription. The Subscriber's subscription commences upon the granting of credentialed access to use the Platform (the "Subscription Effective Date") and continue for time specified on the Order (such period being referred to as the "Subscription Term"). Thereafter, this Agreement shall automatically renew for successive renewal terms of the same length of the Subscription Term (each a

“Renewal Subscription Term” unless Subscriber notifies Inspectorio in writing of its desire not to renew at least thirty (30) days prior to the expiration of the Subscription Term or Renewal Subscription Term then in effect. In the event Subscriber upgrades their Plan upon renewal, such an upgrade will be considered a continuation of Subscriber’s subscription to the Platform Services under any applicable Ecosystem agreements. However, preferential pricing does not contemplate Subscriber downgrading their Subscription Plan and if Subscriber should do so, then the Subscriber is not eligible any applicable preferential pricing.

3.2 Termination. For Subscriptions with a Subscription Term of one (1) year or more, this Agreement may be terminated prior to the expiration of the Subscription Term by either Party, if the other Party materially breaches any provision of this Agreement and such breach remains uncured for at least sixty (60) days following notice thereof.

### 3.3 Effects of Termination.

(a) Except as expressly provided herein, upon any expiration or termination of this Agreement: (i) all rights, subscriptions and obligations of Subscriber to access and use the Platform and the Services shall immediately cease and terminate and Subscriber and its Registered Users shall cease to use and access the Platform and the Services; (ii) if Subscriber re-subscribes to the Platform Services in the future, the Subscriber’s setup and subscription fees will be the then current list fees at the time of re-subscription; (iii) Subscriber shall pay Inspectorio in full any remaining unpaid amounts owed to Inspectorio hereunder; and (iv) Subscriber shall return or destroy (and cause its Registered Users to destroy) all copies of the Documentation provided to Subscriber by Inspectorio.

(b) Notwithstanding the foregoing, the provisions of Sections 1, 2.2, 2.3, 2.4, 3.3, 4, 5, 6, 7 and 8 of this Exhibit B shall survive the termination of this Agreement in accordance with their terms.

## 4 Payment.

4.1 Subscription Fees. The initial subscription fee payable for the subscription plan selected for the Initial Subscription Term will be fully paid by the Subscriber (“Subscription Fee”). The Subscription Fees charged shall remain unchanged during the Initial Subscription Term. Thereafter, the Subscriber shall pay Inspectorio the Subscription Fees in advance for each Renewal Subscription Term unless other payment arrangements are in effect. Subscriber must provide Inspectorio’s payment platform with valid credit card or other payment information along with purchase order information as a condition to signing up for the Service. Purchase orders may be subject to credit approval. Inspectorio will automatically renew and bill Subscriber’s credit card (or other payment instructions on file) or issue an invoice as follows: (a) every month for monthly or seasonal subscriptions; (b) upon each subsequent anniversary for annual subscriptions; or (c) annually for multi-year subscription terms. The Subscription Fee payable by Subscriber at each renewal will be based on the number of authorized users for Subscriber for the product or service plan at the end of the preceding term. Licenses added or subtracted during a billing period will be billed on a pro rata basis. Charges will be based on the number of licenses subscribed or contracted for, whether or not such licenses are actively used. Inspectorio reserves the right to change the Subscription Fee from time to time. The Subscription Fee for the Renewal Subscription Term shall be the then current list price or as quoted by the Business Development Representative at the time of the automatic renewal. For credit card payers, invoices will be generated at the start of a subscription period and Subscriber’s credit card will be charged simultaneously. With the exception of monthly subscriptions, if paying by other means, invoices will be generated approximately one month in advance of the start of any renewal period and shall be due within 30 days. All monthly subscriptions must be paid by credit card. Subscriber’s account will be considered delinquent if payment in full is not received by the Renewal Subscription Term start date. Payment by ACH incurs a non-refundable fee of \$25.00.

Subscriber agrees to provide Inspectorio with complete and accurate billing and contact information. This information includes Subscriber's legal company name, street address, e-mail address, and name and telephone number of an authorized billing contact. Subscriber agrees to update this information within 30 days of any change to it. If the contact information Subscriber has provided is false or fraudulent, Inspectorio reserves the right to terminate Subscriber's access to the Service in addition to any other legal remedies. Invoices issued in conjunction with Subscriber's plan and subscription are integral to this Agreement and are legally binding. If Subscriber believes that Subscriber has been incorrectly billed by Inspectorio, Subscriber must contact Inspectorio in writing within 60 days of the invoice date of the invoice containing the amount in question to be eligible to receive an adjustment or credit.

4.2 Taxes. Subscriber acknowledges that it is responsible for any sales, value-added, use or other taxes, tariffs and governmental charges that are due in connection with the sale and provision of, and access to, the Platform and the Services hereunder (except taxes based on Inspectorio's net income for which Inspectorio shall be solely responsible), and that if Inspectorio is required to pay any such taxes or charges based on the Platform, the Services or other items provided to Subscriber, then such charges shall be billed to and paid by Subscriber. Subscriber shall obtain and provide to Inspectorio any certificate of exemption or similar document required to exempt any transaction under this Agreement from sales tax, use tax or other tax liability.

4.3 Payment Terms. All payments shall be made in U.S. Dollars. In addition to any other remedies available to Inspectorio hereunder, if Subscriber fails to pay any amounts within thirty (30) days after payment is due, then Subscriber shall pay Inspectorio a late payment charge equal to 3.0% per month (or the highest rate permitted by law, if lower), together with all costs and expenses, including reasonable attorney fees, incurred by Inspectorio in collecting such overdue amounts. The Subscriber hereby waives presentment, protest, demand for payment and notice of default or nonpayment to or upon the Subscriber with respect to this Agreement, Sales Order or Invoice.

4.4 Transaction Charges. Subscriber acknowledges that it is responsible for all transaction fees, if any, related to the sale. Transaction fees include, but are not limited to, wire fees, processing charges, ACH transaction fees or charges as a result of insufficient funds. Payment by ACH incurs a non-refundable fee of \$25.00. If, in the event such charges are paid by Inspectorio, then such charges shall be billed to and paid by Subscriber. Inspectorio may charge such Transaction Charges against Subscriber's credit card.

## **5 Ownership, Intellectual Property Rights and Nondisclosure.**

5.1 Ownership and Intellectual Property Rights. Inspectorio and its licensors are the sole owners of the Platform and the Services, and of all copyright, trade secret, patent, trademark and other intellectual property rights therein and thereto. This Agreement does not provide Subscriber with any rights to the Platform, the Services, or any copies thereof except as expressly set forth herein. As between Subscriber and Inspectorio, Subscriber is the sole owner of the Subscriber Content and all intellectual property right therein and thereto, and this Agreement does not provide Inspectorio with any rights to the Subscriber Content except as expressly set forth herein.

### **5.2 Confidentiality Obligations.**

(a) Confidential Information. Each Party agrees that during the Subscription Term and thereafter: (i) it will use Confidential Information belonging to the other Party solely for the purpose(s) of this Agreement; and (ii) it will take reasonable precautions, but no less than it would take to prevent the disclosure of its own similar Confidential Information, to ensure that it does not disclose Confidential Information belonging to the other Party to any third party (other than to its employees, contractors, and/or professional advisors on a need-to-know basis who are bound by obligations of nondisclosure and limited use at least as stringent as those contained herein and as expressly permitted by this Agreement) without first

obtaining the other Party's written consent. Each Party will be responsible for any breach of this Section 5 by its employees, representatives, and agents. The terms of this Agreement are the Confidential Information of both Parties, but may be disclosed by either Party to its advisors and potential investors or acquirers who are subject to confidentiality obligations or to enforce its terms.

(b) Subscriber Content. Inspectorio acknowledges and agrees that the Subscriber Content (including but not limited to all content relating to any Subscriber Customers and Subscriber Customer Partners) is the Confidential Information of Subscriber and is therefore subject to the restrictions on disclosure and use set forth in Section 5.2(a) above. Notwithstanding the foregoing, Inspectorio may use Subscriber Facility Location Data or other Subscriber Confidential Information to (i) provide the Services to Subscriber as contemplated herein, (ii) monitor Subscriber's and its Registered Users' use of the Platform and the Services for security purposes, (iii) enforce the terms of this Agreement, and (iv) to improve and expand the features and functionality of the Platform and the Services for Subscriber and other Inspectorio customers (with Inspectorio's right set forth in this clause (iv) surviving any expiration or termination of this Agreement). Further, Subscriber agrees and acknowledges that some or all of the Subscriber Content may be disclosed to Subscriber Customers and Subscriber Customer Partners, if applicable, under any ecosystem agreement pertaining to Subscriber or ecosystem to which Subscriber belongs.

(c) Required Disclosures. These confidentiality obligations will not restrict any disclosure required by order of a court or any government agency, provided that the Party disclosing such Confidential Information gives prompt notice to the other Party of any such order and reasonably cooperates with the other Party at the other Party's request and expense to resist such order or to obtain a protective order.

5.3 Personal Data. In instances where processing of Personal Data is concerning Personal Data entered beyond that required of Subscriber's Registered Users in the necessary course of Subscriber's business or the delivery of services and products to the Subscriber, as set forth on page one (1) under this Agreement:

(a) Inspectorio will clearly ask for the Subscriber's or Registered User's consent to the processing of their Personal Data. Subscriber or Registered User may withdraw or revoke their consent to Inspectorio's processing of Personal Data by contacting Inspectorio at <https://inspectorio.com/contact/>

(b) Right to Access & Data Portability. Inspectorio will extract and provide an individual's Personal Data in a structured & commonly used manner, if requested by Subscriber or Registered User at [compliance@inspectorio.com](mailto:compliance@inspectorio.com).

(c) Right to Amend Data. Inspectorio will amend Personal Data when requested by the Subscriber or Registered User at [compliance@inspectorio.com](mailto:compliance@inspectorio.com).

(d) Right to Remove Data If Subscriber or Registered User discontinues or terminates the Subscription, Inspectorio can delete Personal Data and provide evidence of the deletion by the Subscriber or Registered User submitting a request at [compliance@inspectorio.com](mailto:compliance@inspectorio.com). In instances where storage technology does not allow for deletion, Inspectorio will allow Subscriber or Registered User to have their data "restricted" as opposed to deleted.

5.4 Equitable Relief. Because unauthorized access, use, disclosure or transfer of the Confidential Information or other intellectual property of either Party in violation of this Section 5 of this Agreement will diminish substantially the value of such Confidential Information or other intellectual property and irreparably harm the owner of such Confidential Information or intellectual property, if either Party breaches the provisions of this Section 5 of this Agreement, the other Party shall be entitled to seek equitable relief, including a restraining order, preliminary and permanent injunctive relief, specific performance and any other relief that may be available from any court, without providing a bond or other security, in addition to

any other remedy to which such Party may be entitled at law or in equity.

## **6 Limited Warranty; Limitations of Liability.**

6.1 Warranty. Inspectorio warrants to Subscriber that the Platform shall perform substantially in accordance with the Documentation. Inspectorio's sole obligation, and Subscriber's sole remedy, with respect to any breach of this limited warranty of performance shall be for Inspectorio to correct such nonconformance, or, if Inspectorio is unable to do so in a timely manner, refund to Subscriber actual damages up to a limit of the Subscription Fees paid for the period during which the breach of warranty occurred.

6.2 **Except for the warranty set forth in Section 6.1 above, Inspectorio makes no representation or warranty whatsoever, and hereby disclaims all representations and warranties, with respect to the Platform and the Services (in each case whether express or implied by law, course of dealing, course of performance, usage of trade or otherwise), including any warranty (a) of merchantability, fitness for a particular purpose, or noninfringement, (b) that the Platform or the Services will meet Subscriber's requirements, will always be available, accessible, uninterrupted, timely, secure or operate without error, (c) as to the results that may be obtained from the use of the Platform or the Services, or (d) as to the accuracy or reliability of any information obtained from the Platform or the Services.**

6.3 **Inspectorio shall in no event be liable for any indirect, special, incidental, exemplary, punitive or consequential damages arising out of or in connection with the use or performance of the Platform or the Services, whether or not Inspectorio has been made aware of the possibility of such damages, including but not limited to any damages resulting from loss of data or content or lost profits.**

6.4 **Inspectorio's liability for damages to Subscriber for any claims whatsoever, and for all claims in the aggregate, regardless of the form of any claim or action, shall not exceed the Subscription Fees paid under this Agreement during the twelve (12) month period prior to when the most recent claim arose.**

6.5 Subscriber acknowledges and agrees that the Subscription Fees and other fees under this Agreement have been agreed by Inspectorio in reliance on limitations of liability and disclaimers of warranty set forth in Sections 6.2, 6.3 and 6.4 above and that these provisions are an essential term of this Agreement.

6.6 Annulment for Improper Use. Any use of the Platform or the Platform Services in contravention with the terms of this Agreement or the Documentation may annul the warranty set forth in Section 6.1

6.7 Use of Inspectorio platform, subscriptions, services or products for health and safety audits ("Compliance Assistance") is to assist in Subscriber's compliance with generally accepted health and safety standards and is not intended as medical or legal advice. This Compliance Assistance creates no new legal obligations for the Parties under this Agreement. Compliance Assistance is advisory in nature, informational in content, and is intended to assist Subscriber in providing a safe and healthful environment for employees, vendors, customers and others.

## **7 Indemnification.**

7.1 Inspectorio shall defend, indemnify, and hold harmless Subscriber and its officers, directors, employees, and shareholders from and against any and all any damages, penalties, judgments and reasonable related costs and expenses, including but not limited to reasonable legal fees and expenses, ("Damages") arising out of any third party claim or allegation (a "Claim") that Subscriber's use or access of the Platform



or the Platform Services in accordance with the terms of this Agreement infringes the patent, copyright or other intellectual property right of any third party, except to the extent: (a) due to any Subscriber Content or specific materials that Subscriber uses or uploads into the Platform; or (b) such claim is based on Subscriber's unauthorized or unlawful use of the Platform or the Platform Services (i) in combination with other services and products not supplied by Inspectorio and not required by the Documentation or (ii) in contravention of the Documentation or Inspectorio's express written directions.

7.2 Subscriber shall defend, indemnify, and hold harmless Inspectorio and its officers, directors, employees, and shareholders from and against any and all any Damages, including but not limited to reasonable legal fees and expenses, arising out of any third party Claim based on Subscriber's use of the Platform or the Platform Services, except to the extent covered by the indemnification under Section 7.1.

7.3 If Subscriber or Inspectorio intends to claim indemnification hereunder (for itself or for another Indemnitee) with respect to any Damages arising under a Claim, then Subscriber or Inspectorio (the "Indemnified Party") shall promptly notify the other Party (the "Indemnifying Party") of any Claim in respect of which the Indemnified Party (whether for itself or for one of the persons entitled to indemnification under Section 7.1 or 7.2) intends to claim such indemnification reasonably promptly after the Indemnified Party is aware thereof, and the Indemnifying Party shall assume the defense of any related third party action, suit or proceeding with counsel of the Indemnifying Party's choice. The indemnity agreement in this Section 7 shall not apply to amounts paid in settlement of any claim, loss, damage or expense if such settlement is effected without the consent of the Indemnifying Party, which consent shall not be withheld or delayed unreasonably. The failure of the Indemnified Party to deliver notice to the Indemnifying Party within a reasonable time after the Indemnified Party becomes aware of any such matter, if prejudicial to Indemnifying Party's ability to defend such action, shall relieve the Indemnifying Party of any liability under this Section 7 with respect to such Claim. The Indemnified Party and all indemnitees shall cooperate fully with the Indemnifying Party and its legal representatives in the investigation of any matter covered by this indemnification.

7.4 Should the Platform or the Platform Services become, or in Inspectorio's opinion, be likely to become the subject of a claim or an injunction preventing its use as contemplated herein, Inspectorio may, at its option (a) procure for Subscriber the right to continue to access the Platform or the Platform Services hereunder, (b) replace or modify the Platform or the Platform Services so that it becomes non-infringing, or, if Inspectorio determines, in its sole discretion, that (a) and (b) are not commercially practical for Inspectorio, then (c) Inspectorio may terminate this Agreement and refund to Subscriber a pro-rated amount of the Subscription Fees paid in advance, if any.

7.5 This Section 7 states the entire liability of Inspectorio with respect to infringement of third party intellectual property rights by the Platform Services or Platform or any part thereof or by its operation.

## **8 Miscellaneous.**

8.1 Publicity. This Agreement does not grant either Party the right to use any trademark, trade name or logo of the other Party in any advertising or promotional material, except that Inspectorio may identify Subscriber as a customer of Inspectorio, including as a subscriber of the Platform, in promotional materials and published lists of Inspectorio's customers. Subscriber agrees that Inspectorio may issue a press release, in a form to be mutually agreed by Subscriber and Inspectorio, describing this subscription including a quote from Subscriber.

### **8.2 Entire Agreement.**

(a) This Agreement, TOU and associated Order constitute the entire agreement

between Inspectorio and Subscriber with respect to the subject matter hereof. No addendum, waiver, consent, modification, amendment or change of the terms of this Agreement shall bind either Party unless in writing and signed by the Account Owner's Agent or the duly authorized officer(s) of Subscriber and Inspectorio.

(b) Notwithstanding Section 8.2(a) above, Subscriber acknowledges that Subscriber Customers or Subscriber Customer Partners may require different or additional terms that apply to information provided or relating to those entities. In such a situation, Inspectorio may provide written notification to Subscriber (including, without limitation, by email sent to the current email address for Subscriber provided to Inspectorio) of such different or additional terms. Subscriber agrees that such different or additional terms shall be binding upon Subscriber and apply to information provided or relating to Subscriber Customers, or Subscriber Customer Partners as described in the notification from Inspectorio unless Subscriber objects to such different or additional terms in writing delivered to Inspectorio in accordance with the terms of Section 8.5 below within 30 days of Inspectorio providing such notification to Subscriber.

8.3 Severability. In the event that any provision of this Agreement is held by a court of competent jurisdiction to be unenforceable because it is invalid or in conflict with any law of any relevant jurisdiction, the validity of the remaining provisions shall not be affected, and the rights and obligations of the Parties shall be construed and enforced as if the Agreement did not contain the particular provisions held to be unenforceable.

8.4 Assignments. Subscriber shall not assign (including but not limited to by operation of law) this Agreement or any of its rights, obligations or subscriptions granted hereunder without Inspectorio's prior written consent, which shall not unreasonably be withheld, except that Subscriber may assign this Agreement to a successor to its business in connection with a merger or sale of all or substantially all of its assets. Inspectorio may assign some or all of its rights and delegate some or all of its obligations under this Agreement, including, without limitation, to companies or other entities affiliated with Inspectorio. This Agreement shall inure to the benefit of the Parties and their permitted successors and assigns.

8.5 Notices. Any notice by a Party under this Agreement shall be in writing and either personally delivered or sent via reputable overnight courier (such as Federal Express) or certified mail, postage prepaid and return receipt requested addressed to the other Party to (a) the address on the cover sheet to this Agreement or (b) in each case, such other address of which either Party may from time to time notify the other in accordance with this Section 8.5. All notices shall be in English and shall be deemed effective on the date of personal delivery, one business day after deposit with an overnight courier, or five (5) business days after deposit in the mail.

8.6 Governing Law; Venue. The validity, construction and interpretation of this Agreement, and the rights and duties of the Parties, shall be governed by and construed in accordance with the laws of the State of Delaware, U.S.A. The United National Convention for the International Sale of Goods shall not apply. Other than as necessary to enforce any final judgment, award or determination or to obtain a preliminary injunction or other equitable relief to safeguard a party's intellectual property or confidential information, any action brought pursuant to or in connection with this Agreement shall be brought only in the state or federal courts within the State of Minnesota without regard to its conflict of law provisions and both Parties submit to the personal jurisdiction, and waive any objections to venue, of such courts.

8.7 No Waiver. The waiver by either Party of a breach of a default of any provision of this Agreement by the other Party shall not be construed as a waiver of any succeeding breach of the same or any other provision, nor shall any delay or omission on the part of either Party to exercise or avail itself of any right, power or privilege that it has, or may have thereunder, operate as a waiver of any right, power or privilege by

such Party.

8.8 Section Headings. Captions and section headings hereof are for reference purposes only and shall not control or alter the meaning of this Agreement as set forth in the text.

8.9 Force Majeure. In the event that either Party is unable to perform any of its obligations under this Agreement because of causes beyond its reasonable control or because of an accident to equipment or machinery; any Act of God which includes any naturally occurring fire, earthquake, flood, hurricane, tornado, storm or other weather condition; any war, act of war, act of public enemy, terrorist act, sabotage, riot, civil disorder, act or decree of any governmental body; any failure of communications lines, transportation, light, electricity or power; any civil disturbance, commotion, lockout, strike or other labor or industrial disturbance; or any illness, epidemic, quarantine, death or any other natural or artificial disaster the Party who has been so affected shall immediately give notice to the other Party and shall do everything reasonably possible to resume performance. Upon receipt of such notice, all obligations under this Agreement shall be immediately suspended and performance times shall be considered extended for a period of time equivalent to the time lost because of any such delay. Nothing provided herein shall excuse the delay of any payment that is validly due by Subscriber under this Agreement.