

Neatoscan

Terms of Service

These Terms of Service ("Terms") constitute a legal agreement between the person or entity agreeing to these Terms ("Customer" or "you") and Neatoscan, a business unit of Cordance Operations LLC (the "Company," "us," "our" or "we") for the Company's software-as-a-service product(s) (the "SaaS Services"). By signing an order or registering an account that references these Terms (the "Order"), or using the SaaS Services, you represent that you have the authority to bind the Customer to the Order, these Terms, and any applicable schedules, exhibits, or appendices incorporated or referenced herein (collectively the "Agreement"). Pre-printed terms of either party's purchase orders, acknowledgements, or click-through terms do not apply or modify this Agreement, and such other or additional terms or conditions are void and of no effect.

1. DEFINITIONS

- 1.1. "Administrator" means Customer's primary contact person who coordinates and works with the Company to set up, support, and train the Customer's system users on their use of the SaaS Services.
- 1.2. "Customer Content" means any content, data, and information, including text, graphics, videos, or other material, submitted, uploaded, imported, or otherwise provided to or through the SaaS Services by Customer or by a third-party on behalf of or for the benefit of Customer.
- 1.3. "Documentation" means Company's then-current generally available documentation, specifications, and user manuals for the SaaS Services which are available upon login to the SaaS Services as well as any related documentation Company provides to its customers regarding the SaaS Services.
- 1.4. "Gross Merchandise Value" or "GMV" means the total sale amount paid to you for all orders you have facilitated through a SaaS Service where applicable to the SaaS Service.
- 1.5. "Seat" means a single sign-on to a SaaS Service which is priced by Seat.
- 1.6. "Software" means the Company's software including, but not limited to, the software that gets installed and runs on Customer's computer(s).

2. ACCESS AND USE OF THE SERVICES.

- 2.1. Our Provision of the SaaS Services. You acknowledge that your use of the SaaS Services: (i) requires you to install Software which is licensed to you by Company under the Company's End User License Agreement and software under a third-party's license provided with it; and (ii) requires you to have third-party hardware, software, internet and/or telecommunications access (which involve extra charges at your sole expense). Your choices and the performance of these third-party products with the SaaS Services may affect your ability to access and use the SaaS Services.
- 2.2. Initial Set-Up. Upon commencement of this Agreement, we will provide the following: (i) set-up services and Administrator training in the use of the SaaS Services; and (ii) testing of the SaaS Services after your implementation to confirm that the SaaS Services are performing to our current generally available, applicable documentation, specifications, and user manuals.
- 2.3. Changes to the SaaS Services. Company reserves the right to enhance, upgrade, improve, modify or discontinue features of the SaaS Services, in its discretion. Company will not materially reduce the core functionality or discontinue the SaaS Services unless it provides Customer with prior written notice.
- 2.4. Registration for the SaaS Services. Your Users may be required to provide information about themselves to register for and/or use certain Services. You agree that any such information will be accurate. Your Users may also be asked to choose a username and password. You are entirely responsible for maintaining the security of those usernames and passwords and agree not to disclose such to any third party.
- 2.5. Your Use of the Service. Company grants Customer a limited, nonexclusive, non-sublicensable, nontransferable (except as specifically permitted in this Agreement) right to access and use the SaaS Service during the Term solely for Customer's internal business purposes. This grant includes the right to implement the Software for use solely with the

SaaS Service, if applicable. You agree to use the SaaS Services solely in accordance with the use levels by which we measure, price and offer the SaaS Services, as set forth in your registration or Order and subject to your payment of all fees due under the Agreement. We will use commercially reasonable efforts to cause the SaaS Services to be available to you 24/7 excluding planned maintenance.

- 2.6. Limitations on Your Use. By using the SaaS Services, you agree on behalf of yourself, your Affiliates and Users not to (i) modify, prepare derivative works of, or reverse engineer, the Software or the SaaS Services; (ii) access or use the SaaS Services or Documentation for any competitive purpose; (iii) use the SaaS Services with any equipment other than equipment or computer authorized by Company; (iv) transmit through the SaaS Services any harassing, indecent, obscene, or unlawful material; (v) market, or resell to, or permit the use of the SaaS Services by any third party; (vi) use the SaaS Services in violation of applicable laws, or regulations; (vii) transmit through the SaaS Services any material that may infringe the intellectual property, privacy, or other rights of third parties; or (viii) use the SaaS Services to commit fraud.
- 2.7. Responsibility for Users. Customer is responsible for the activities of all users who access or use the SaaS Services through its account and will ensure that any such users comply with the terms of the Agreement. If Customer becomes aware of any violation of these Terms in connection with use of the SaaS Services by any person, Customer will promptly notify Company.
- 2.8. Feedback. You agree that Company will have a fully paid-up, royalty-free, worldwide, transferable, sub-licensable, assignable, irrevocable, and perpetual license to implement, use, modify, commercially exploit, incorporate into the Software or SaaS Services or otherwise use any suggestions, enhancement requests, recommendations or other feedback we receive from you or your users ("Feedback"). We reserve the right to seek intellectual property protection for any features, functionality or components that may be based on or that were initiated by your Feedback.

3. ORDERS, FEES, PAYMENT, TAXES.

- 3.1 Orders. Your order for Services is detailed in an executed Order, quote, Schedule A, statement of work or similar document (each, an "Order"). You may order Services using our then-current ordering processes. All Orders are effective on the earlier of (i) the date you submit your Order, or (ii) the date on the signature block of the Order ("Effective Date"). Acceptance of your Order may be subject to our verification and credit approval process. Each Order will be treated as a separate and independent Order.
- 3.2 Fees and Payment. Fees for the SaaS Services and Software license which you have agreed to pay pursuant to Order are invoiced monthly and are due net on receipt of invoice. We may collect interest at the lesser of 1.5% per month or the highest amount permitted by law on any amounts not paid when due. If the SaaS Service is measured and priced based on GMV, each monthly invoice will be determined by Customer's previous month's GMV and the applicable percentage as shown in the Order. Payment may be made by ACH or credit card. You are responsible for providing accurate and current billing, contact and payment information to us. You agree that we may charge your payment card or bill you for all amounts due for your use of the SaaS Services and Software. You agree that your credit card information and related personal information may be provided to third parties for payment processing and fraud prevention purposes. We may suspend or terminate the SaaS Services if at any time we determine that your payment information is inaccurate. You are responsible for fees and overdraft charges that we may incur when we charge your card for payment. We reserve the right to update the price for SaaS Services from time to time. We will give you notice of any price update by publishing on our website, or emailing, at least 30 days in advance of such increase taking effect. You may terminate the Service due to such price update by providing notice of termination within 30 days of our notice of the update.
- 3.3 Taxes and Withholdings. You are responsible for all applicable sales, services, value-added, goods and services, withholding, tariffs, or any other similar taxes or fees (collectively, "Taxes and Fees") imposed by any government entity or collecting agency based on the Services, except those taxes and fees based on our net income, or Taxes and Fees for which you have provided an exemption certificate. In all cases, you will pay the amounts due under this Agreement to us in full without any right of set-off or deduction.

4. TERM AND TERMINATION.

- 4.1. Term. The initial term commitment for your purchase of SaaS Services will be as specified in the Order (“Initial Term”) and begins on the Effective Date. If the Order is silent, the Initial Term will be 12 months from the Effective Date. After the Initial Term, the SaaS Services will automatically renew for additional 12-month periods (“Renewal Terms”), unless either party provides notice of non-renewal at least 30 days before the current term expires. Terminating a specific Service does not affect the term of any other SaaS Services still in effect.
- 4.2. Termination for Cause. Either party may terminate the Agreement (i) if the other party breaches its material obligations and fails to cure within 30 days of receipt of written notice of such breach by the other party, or (ii) where permitted by applicable law, if the other party becomes insolvent or bankrupt, liquidated or is dissolved, or ceases substantially all of its business.
- 4.3. Effect of Termination. If the Agreement or any SaaS Services are terminated, you will immediately discontinue all use of the terminated SaaS Services, except that we will provide you with limited access to the SaaS Services for a period of at least 30 days solely to enable you to retrieve your Customer Content from the SaaS Services. Upon your request made before the end of such 30-day period, we will securely destroy your Customer Content. We have no obligation to maintain your Customer Content after such 30-day period. If we discontinue SaaS Services or materially reduce the core functionality in accordance with Section 2.3 above, and you elect to terminate the affected SaaS Services or this Agreement, we will provide you with a pro rata refund of any prepaid, unused fees. Termination of the Agreement will not affect any claim arising prior to the termination date.
- 4.4. Survival. The terms of this Agreement will survive the termination or expiration of this Agreement to the extent reasonably necessary to carry out the intent of the parties as indicated therein.

5. DATA PRIVACY. Each party will maintain appropriate administrative, physical, and technical safeguards for protection of the security, confidentiality and integrity of your Customer Content. On our part, those safeguards will include commercially reasonable measures designed to prevent unauthorized access, use, modification, deletion, and disclosure of Customer Content. Customer (not us) bears sole responsibility for adequate security, protection, and backup of Customer Content when in Customer’s or its representatives’ or agents’ possession or control.

6. WARRANTIES.

- 6.1. We provide the SaaS Services using a commercially reasonable level of care and warrant that the SaaS Services and Software will materially conform to the Documentation under normal use. Our entire liability and your exclusive remedy for a breach of this warranty will be, at our sole option, to provide conforming SaaS Services and or Software, or to terminate the non-conforming SaaS Services or Software and receive a pro-rated refund of any prepaid fees for the Service or Software from the date you notify us of the non-conformance through the end of the current Term. WE DO NOT REPRESENT OR WARRANT THAT THE USE OF THE SAAS SERVICES OR SOFTWARE (i) WILL BE TIMELY, UNINTERRUPTED OR ERROR FREE, OR OPERATE IN COMBINATION WITH ANY SPECIFIC HARDWARE, SOFTWARE, SYSTEM OR DATA, OR (ii) WILL MEET YOUR SPECIFIC REQUIREMENTS. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, WE DISCLAIM ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING ANY EXPRESS OR IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, OR FITNESS FOR A PARTICULAR PURPOSE.
- 6.2. Use of the SaaS Services may be available through a compatible mobile device, internet access, and may require third party software. You agree that you are solely responsible for these requirements, including any applicable changes, updates and fees, as well as the terms of your agreement with your mobile device and telecommunications provider. WE MAKE NO WARRANTIES OR REPRESENTATION OF ANY KIND, EXPRESS, STATUORY OR IMPLIED AS TO (I) THE AVAILABILITY OF INTERNET OR TELECOMMUNICATION SERVICES FROM YOUR PROVIDER AND ACCESS TO THE SERVICES AT ANY TIME OR FROM ANY LOCATION, (II) ANY LOSS, DAMAGE OR OTHER SECURITY INTRUSION OF THE INTERNET OR TELECOMMUNICATION SERVICES, AND (III) ANY DISCLOSURE OF INFORMATION TO THIRD PARTIES OR FAILURE TO TRANSMIT ANY DATA, COMMUNICATIONS OR SETTING CONNECTED WITH THE SERVICES. THE SERVICES MAY BE SUBJECT TO LIMITATIONS, DELAYS, AND OTHER PROBLEMS INHERENT IN THE USE OF THE INTERNET AND ELECTRONIC COMMUNICATIONS. COMPANY IS NOT RESPONSIBLE FOR ANY DELAYS, DELIVERY FAILURES OR OTHER DAMAGES RESULTING FROM SUCH PROBLEMS.

7. PROPRIETARY RIGHTS

- 7.1. Customer Content. You retain all rights to Customer Content and are solely responsible for the Customer Content sent or transmitted by you or displayed or uploaded by you or your users in using the SaaS Services and for compliance with all laws pertaining to Customer Content, including, but not limited to, laws requiring you to obtain the consent of a third party to use the Customer Content and to provide appropriate notices of third-party rights. You hereby grant us a worldwide, royalty-free, non-exclusive license to use, modify, reproduce, and distribute your Customer Content in order to provide and operate the SaaS Services which may include downloading Customer Content (which may include personally identifiable information) from the production database within our Services to local servers for debugging purposes. You warrant that you have the right to upload or otherwise share Customer Content with us, and your uploading or processing of Customer Content in the context of our SaaS Services does not infringe on any rights of any third party. We will not view, access or process any of Customer Content except: (a) as authorized or instructed by you in this Agreement or in any other agreement between the parties, or (b) as required to comply with our policies, applicable law, or governmental request.
- 7.2. Our Proprietary Rights and Marks. You acknowledge that we or our licensors retain all proprietary right, title and interest in the Software, the SaaS Services, Documentation, and our name, logo, or other marks (together, the "Marks"), and any related intellectual property rights, including, without limitation, all modifications, enhancements, derivative works, and upgrades thereto. Except for the express limited rights set forth in this Agreement, no right, title or interest in the Software, SaaS Services, Documentation, or Marks is granted to you. You agree that you will not use or register any trademark, service mark, business name, domain name or social media account name or handle which incorporates in whole or in part our Marks or is similar to any of these.
- 7.3. Publicity. Customer agrees that Company may use Customer's name and logo and refer to Customer in its promotional or marketing materials and its website, lists and business presentations.

8. CONFIDENTIALITY.

- 8.1. "Confidential Information" means all information that is identified as confidential at the time of disclosure by the Disclosing Party or should be reasonably known by the Receiving Party to be confidential or proprietary due to the nature of the information disclosed and the circumstances surrounding the disclosure. Customer Content is deemed Confidential Information of Customer without any marking or further designation. The Software, SaaS Services and Documentation are deemed Confidential Information of Company without any marking or further designation. Confidential Information does not include information that the Receiving Party can demonstrate: (i) was rightfully in its possession or known to it prior to receipt of the Confidential Information; (ii) is or has become public knowledge through no fault of the Receiving Party; (iii) is rightfully obtained by the Receiving Party from a third party without breach of any confidentiality obligation; or (iv) is independently developed by employees of the Receiving Party who had no access to such information.
- 8.2. Each party (as "Receiving Party") will use the same degree of care that it uses to protect the confidentiality of its own Confidential Information of like kind (but not less than reasonable care) to (i) not use any Confidential Information of the other party (the "Disclosing Party") for any purpose outside the scope of this Agreement, and (ii) except as otherwise authorized by the Disclosing Party in writing, limit access to Confidential Information of the Disclosing Party to those of its employees and contractors who need that access for purposes consistent with this Agreement and who have signed confidentiality agreements with the Receiving Party containing protections not materially less protective of the Confidential Information than those herein. If Receiving Party is required by law or court order to disclose Confidential Information, then Receiving Party will, to the extent legally permitted, provide Disclosing Party with advance written notification, and cooperate in any effort to obtain confidential treatment of the Confidential Information. The Receiving Party acknowledges that disclosure of Confidential Information would cause substantial harm for which damages alone would not be a sufficient remedy, and that on any such disclosure by the Receiving Party, the Disclosing Party will be entitled to seek appropriate equitable relief in addition to whatever other remedies it might have at law.

9. INDEMNIFICATION.

9.1. Company's Indemnification of Customer. We will indemnify and defend you against any third-party claim alleging that any of the SaaS Services or Software infringes upon any patent or copyright, or violates a trade secret of any such third-party (an "IP Claim"), and we agree to pay reasonable attorney's fees, court costs, damages finally awarded, or reasonable settlement costs with respect to any such claim. You will promptly notify us of any IP Claim and cooperate with us in defending the claim. We will have full control and authority over the defense and settlement of any IP Claim, except that any settlement requiring you to admit liability requires prior written consent, not to be unreasonably withheld or delayed.

9.1.1. If Customer provides Company with notice of an actual or potential IP Claim or Company becomes aware of an actual or potential IP Claim, Company may (or in the case of an injunction, will), at Company's sole option: (a) procure for Customer the right to continue to use the SaaS Services or Software; or (b) replace or modify the SaaS Services or Software with equivalent or better functionality so that Customer's use is no longer infringing; or (c) if (a) or (b) are not commercially reasonable, terminate provision of the SaaS Services or use of the Software and refund to Customer any pre- paid Service fees for any periods after the termination of the Service, less any outstanding moneys owed by Customer to Company.

9.1.2. The obligations in this Section 9.1 do not extend to (i) any IP Claim based upon infringement or alleged infringement of any patent, trademark, copyright or other intellectual property right by the combination of the SaaS Services or Software with other products, software or services not provided by Company; (ii) any IP Claim related to any Content, or (iii) any IP Claim related to any use in respect to the Service outside the scope of the rights granted in this Agreement.

9.2. Customer's Indemnity of Company. You will indemnify and defend us against any third-party claim resulting from a breach of Section 2.5, or 2.6 or 7.1, or alleging that any of your Customer Content infringes upon any patent or copyright, or violates a trade secret of any party, and you agree to pay reasonable attorney's fees, court costs, damages finally awarded, or reasonable settlement costs with respect to any such claim. We will promptly notify you of any claim and cooperate with you in defending the claim. You will reimburse us for reasonable expenses incurred in providing any cooperation or assistance. You will have full control and authority over the defense and settlement of any claim, except that any settlement requiring us to admit liability requires prior written consent, not to be unreasonably withheld or delayed.

10. LIMITATIONS ON LIABILITY.

10.1. Limitation On Damages. NEITHER PARTY WILL BE LIABLE TO THE OTHER PARTY OR TO ANY OTHER PERSON FOR ANY INDIRECT, SPECIAL, CONSEQUENTIAL OR INCIDENTAL LOSS, EXEMPLARY DAMAGES, OR DAMAGES ARISING OUT OF OR RELATING TO: (i) LOSS OF DATA, (ii) LOSS OF INCOME, (iii) LOSS OF OPPORTUNITY, OR (iv) CUSTOMER'S LOST PROFITS, HOWEVER CAUSED AND BASED ON ANY THEORY OF LIABILITY, INCLUDING, BUT NOT LIMITED TO, BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR VIOLATION OF STATUTE, WHETHER OR NOT SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SOME JURISDICTIONS DO NOT ALLOW LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY.

10.2. Limitation On Amount Of Liability. EXCEPT FOR BREACH OF SECTIONS 2.5, 2.6, 7.1, AND 7.2, AND TO THE EXTENT PERMITTED BY APPLICABLE LAW, THE TOTAL CUMULATIVE LIABILITY OF EITHER PARTY AND THEIR RESPECTIVE LICENSORS AND SUPPLIERS ARISING OUT OF THIS AGREEMENT IS LIMITED TO THE SUM OF THE AMOUNTS PAID FOR THE APPLICABLE SERVICE DURING THE 12 MONTHS IMMEDIATELY PRECEDING THE INCIDENT GIVING RISE TO THE LIABILITY. THE FOREGOING DOES NOT LIMIT YOUR OBLIGATIONS TO PAY ANY UNDISPUTED FEES AND OTHER AMOUNTS DUE UNDER THIS AGREEMENT.

11. SUSPENSION OF SERVICES. We reserve the right to suspend the SaaS Services, or your use of the Software, or restrict functionalities if (a) we reasonably believe that you or your users have materially violated this Agreement, or (b) we reasonably determine that the security of our SaaS Services or infrastructure may be compromised due to hacking attempts, denial of service attacks, or other malicious activities. Where commercially reasonable, and unless legally prohibited, we will use commercially reasonable efforts to notify you when taking any of these actions. We will not be liable for any such suspension of

SaaS Services or use of the Software or reduced functionality.

12. ADDITIONAL TERMS

- 12.1. Dispute Resolution. Each party agrees that before it seeks any form of legal relief (except for a provisional remedy as explicitly set forth herein) it will provide written notice to the other party of the specific issue(s) in dispute and reference the relevant provisions of the Agreement which are allegedly being breached. Within 30 days after such notice, knowledgeable executives of the parties will hold at least one meeting (in person or by video- or tele-conference) for the purpose of attempting in good faith, to resolve the dispute. The parties agree to maintain the confidential nature of all disputes and disagreements between them, including, but not limited to, informal negotiations, mediation, or arbitration, except as may be necessary to prepare for or conduct these dispute resolution procedures or unless otherwise required by law or judicial decision. The dispute resolution procedures in this Section will not apply to claims subject to indemnification under Section 9 (Indemnification) or prior to a party seeking a provisional remedy related to claims of misappropriation or ownership of intellectual property, trade secrets or Confidential Information.
- 12.2. Limitation on Bringing Claims/No Jury. By entering into this Agreement, each party is waiving the right to a jury. Any claim arising out of this Agreement must be brought, if at all, within two years of the claim arising. You may only resolve disputes with us on an individual basis and you agree not to bring or participate in any class, consolidated, or representative action against us or any of our employees or affiliates.
- 12.3. Governing Law and Jurisdiction. This Agreement will be governed by the laws of the State of Delaware. Each party agrees to the personal and exclusive jurisdiction of and venue in the federal and state courts located in Delaware.
- 12.4. Notices. Notices must be sent by personal delivery, overnight courier, or registered or certified mail. We may also provide notice to the email last designated on your account, electronically via postings on our website, in-product notices, or via our self-service portal or administrative center. Unless specified elsewhere in this Agreement, notices should be sent to us at 16 W. Martin Street, Raleigh, NC 27601, Attn: contract Admin; e-mail: help@neatoscan.com, with a copy to the attention of the Revenue Department at the same address; e-mail: revenue@cordance.co, and to legal@cordance.co. We will send notices to the address last designated on your account. Notice is given (a) upon personal delivery; (b) for overnight courier, on the second business day after notice is sent, (c) for registered or certified mail, on the fifth business day after notice is sent, (d) for email, when the email is sent, or (e) if posted electronically, upon posting.
- 12.5. Force Majeure. No party will be responsible for any delay or failure to perform under the Agreement due to force majeure events (e.g., natural disasters; epidemics, pandemics, terrorist activities, activities of third-party service providers, labor disputes; and acts of government) and acts beyond a party's reasonable control, but only for so long as those conditions persist.
- 12.6. Assignment. Neither party may assign its rights or delegate its duties under the Agreement either in whole or in part without the other party's prior written consent, which will not be unreasonably withheld, except that either party may assign the Agreement to an affiliated entity, or as part of a corporate reorganization, consolidation, merger, acquisition, or sale of all or substantially all of its business or assets to which this Agreement relates. Any attempted assignment without consent will be void. The Agreement will bind and inure to the benefit of each party's successors or assigns.
- 12.7. General Terms. If any term of this Agreement is not enforceable, this will not affect any other terms. Both parties are independent contractors and nothing in this Agreement creates a partnership, agency, fiduciary or employment relationship between the parties. No person or entity not a party to the Agreement will be a third- party beneficiary or have the right to modify the Agreement or to make commitments binding on us. Failure to enforce any right under the Agreement will not waive that right. The Agreement may be agreed to online or executed by electronic signature and in one or more counterparts. No party will be responsible for any delay or failure to perform under the Agreement due to force majeure events (e.g. natural disasters; terrorist activities, activities of third-party service providers, labor disputes; and acts of government) and acts beyond a party's reasonable control, but only for so long as those conditions persist.
- 12.8. Entire Agreement; Order of Precedence. This Agreement, including the Order(s) and any applicable schedules, exhibits, and appendices, and any mutually signed SOW set forth the entire agreement between Customer and Company relating to the

Services and supersedes all prior and contemporaneous oral and written agreements, except as otherwise permitted. If there is a conflict between an executed Order, this Agreement, and the Documentation, in each case, as applicable, the conflict will be resolved in that order, but only for the specific Services described in the applicable Order. No modification of or amendment to this Agreement will be effective unless mutually agreed in writing.

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