# **User Terms and Conditions**

This website, including the online partner portal, customer care portal, and the online FACTS Portal (individually or collectively this "Web Site" or "Site") are provided by Aegex Technologies, LLC, ("Aegex"), and the following provisions set forth herein (this "Agreement") apply to all visitors to or users of this Web Site (hereinafter, collectively referred to as a "User" or "Users"). By accessing this Web Site, User acknowledges acceptance of this Agreement. Aegex reserves the right to change this Agreement from time to time at its sole discretion. In the case of any violation of this Agreement, Aegex reserves the right to seek all remedies available by law and in equity for such violations. This Agreement applies to all this Site, both now and in the future. If User does not agree to abide by the provisions of this Agreement, User should disconnect from this Site, cease use of this Site in the future, and do not download any materials from this Site. No provisions of this Agreement alter, amend, modify, or supplement the terms or conditions of any other agreements or contracts Users may have with Aegex.

#### **Limited License**

Use of this Site by a User is limited to the following purposes: obtaining corporate information about Aegex, obtaining information about programs, products, or services of Aegex, accessing your Aegex account online, and obtaining online customer service assistance regarding programs, products, or services of Aegex or otherwise associated with User's account with Aegex.

Notwithstanding the above, Aegex hereby authorizes Users to copy materials published by Aegex on this Web Site solely for non-commercial use within your organization (or, if you are an Aegex Partner, within your customer's organization) in support of programs, products, or services of Aegex. No other use of the information on this Site is authorized. In consideration of this authorization, User agrees that any copy of materials that User makes shall retain all copyright and other proprietary notices in the same form and manner as on the original. Except as specified above, nothing contained herein shall be construed as conferring by implication, estoppel, or otherwise, any license or right under any patent, trademark, or copyright of Aegex or any third party.

In addition to all other terms in this Agreement that apply to this Site, terms in this paragraph specially apply for the use of the Partner Portal and FACTS Portal ("Portal"). Access and use of the Portal is subject to approval by Aegex. User understands and acknowledges that any information obtained from the Portal is solely dependent upon inputs provided by you or others. Aegex in no way warrants the accuracy of this data. The dashboards, search tools, and other elements of the Portal are the sole property of Aegex and access to the Portal in no way grants any ownership right to the features and functions of the Portal or the information provided therein. Users of the Portal and any information obtained may be subject to non-disclosure agreements or other confidentiality agreements with respective owners of such information.

ALL CONTENTS ON THIS SITE ARE PROTECTED BY COPYRIGHT. EXCEPT AS SPECIFICALLY PERMITTED HEREIN, NO PORTION OF THE INFORMATION ON THIS SITE MAY BE REPRODUCED IN ANY FORM, OR BY ANY MEANS, WITHOUT PRIOR WRITTEN PERMISSION FROM AEGEX. USERS ARE NOT PERMITTED TO MODIFY, DISTRIBUTE, PUBLISH, TRANSMIT, OR CREATE DERIVATIVE WORKS OF ANY MATERIAL FOUND ON THIS SITE FOR ANY PUBLIC OR COMMERCIAL PURPOSES.

AEG-PPI-902 rev.01.02 Issue Date: 8/5/15 Rev. Date: 8/9/23

Ageex may, at any time, impose limits on certain features and services provided on this Site. Ageex may, at any time, restrict or block User's access to part or all of this Site without notice or liability. Aegex may, at any time, terminate the authorization, rights, and licenses granted herein and, upon such termination, require User to destroy or cease use of any information or materials provided on this Site. Aegex may terminate use of this Site by any User at any time in its sole discretion. Compliance with Applicable Laws; Export Control Laws User's access to this Site is governed by all applicable federal, state, and local laws. All information available on the Site is subject to U.S. export control laws and may also be subject to the laws of the country in which User resides. All programs, products, services, information, and publications on this Site are commercial in nature. Prohibitions and Restrictions on Unlawful Use of Site User specifically acknowledges, stipulates, and covenants to Aegex that User shall not: Alter, disrupt, or interfere with the security of this Site, or any services, system resources, accounts, servers or networks connected to or accessible through the Site or affiliated or linked web sites; Alter, disrupt or interfere with any other User's use of the Site or affiliated or linked Sites; attempt to transmit through or on this Site any viruses or other harmful, disruptive, or destructive files; Attempt to access the account or personal/entity information of another User, or create or use a false identity on this Site; and/or Attempt to obtain unauthorized access to this Site or portions of this Site that are restricted from general access. In addition, User acknowledges, stipulates, and covenants to Aegex that User is solely responsible for actions and communications undertaken or transmitted under User's account or from User's device used to access the Site, and that User will comply with all applicable local, state, federal, national, and international laws and regulations that relate to User's use of or activities on this Site.

### **Intellectual Property Rights**

The Products and Services of Aegex are protected by a variety of international and national law, regulations, and treaties, including but not limited to trade secret, confidentiality, natural law rights, contractual rights, copyright, trademark, trade dress, and patent rights. Some of these rights are reflected in registrations, pending applications, common law rights, or by act of law, regulations, and treaties. Use of this Site does not grant, expressly or by implication, any intellectual property rights (including, but not limited to, rights under patents, designs, trademarks, trade dress, copyrights, and trade secrets) to User. No intellectual property rights of Aegex are granted to any User or other, except as Aegex has otherwise expressly granted in a separate, written agreement executed between Aegex and User.

Without limiting any of the foregoing, User specifically acknowledges, stipulates, and covenants to Aegex as follows: Copyrights. User shall abide by any additional restrictions displayed on this Site, as it currently exists or as it may be updated from time to time. This Site and all materials displayed or published on this Site are copyrighted and protected by worldwide copyright laws and treaty provisions. User shall comply with all copyright laws worldwide in use of this Site. Trademarks. Aegex, Aegex Technologies, AegexLabs, NexVu, NexVu IoT, FACTS, the stylized marks, images, and symbols including the tri-color hexagons are the exclusive properties of Aegex Technologies, LLC (the "Aegex Marks"). The Aegex Marks may not be used in whole or in part by any third party without prior written consent of Aegex Technologies, LLC. All other brands, product names, company names, trademarks and service marks are the property of their respective owners.

General Disclaimers and Limitations of Liability Although Aegex has attempted to provide accurate information on the Site, Aegex assumes no responsibility for the accuracy of the information. Aegex may change the programs, services, or products mentioned at any time without notice. The mention of non-Aegex products or services is for information purposes only and constitutes neither an endorsement nor a recommendation.

AEG-PPI-902 rev.01.02 Issue Date: 8/5/15

Rev. Date: 8/9/23

ALL INFORMATION PROVIDED ON THIS SITE IS PROVIDED "AS IS" WITH ALL FAULTS WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED. AEGEX AND ITS SUPPLIERS DISCLAIM ALL WARRANTIES, EXPRESSED OR IMPLIED INCLUDING, WITHOUT LIMITATION, THOSE OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT OR ARISING FROM A COURSE OF DEALING, USAGE, OR TRADE PRACTICE.AEGEX AND ITS SUPPLIERS SHALL NOT BE LIABLE FOR ANY INDIRECT, SPECIAL, CONSEQUENTIAL, OR INCIDENTAL DAMAGES INCLUDING, WITHOUT LIMITATION, LOST PROFITS OR REVENUES, COSTS OF REPLACEMENT GOODS, LOSS OR DAMAGE TO DATA ARISING OUT OF THE USE OR INABILITY TO USE THIS SITE OR ANY AEGEX PRODUCT, DAMAGES RESULTING FROM USE OF OR RELIANCE ON THE INFORMATION PRESENT, EVEN IF AEGEX OR ITS SUPPLIERS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

### **Third-Party Web Sites**

If this Site contains links to websites of any third parties, User's access to any such linked websites is at User's own risk. Aegex does not control and is not responsible for, the accuracy or reliability of any information, materials, data, opinions, advice, or statements made on any such linked websites, or about any products or services found on any of those sites, or about any search results that User may obtain from using them. Aegex provides these links merely as a convenience and the inclusion of such links does not imply an endorsement. No User or any other third party is authorized to provide links to this Site without the prior written approval of Aegex. Modifications to this Agreement Aegex reserves the right, in its sole discretion, to change, modify, add, or remove any portion of this Agreement in whole or in part, at any time. Changes in this Agreement will be effective when notice of such changes is posted on this Site. User's continued use of this Site, after any changes to this Agreement are posted, will be considered acceptance of those changes. Aegex may terminate, change, suspend, or discontinue any aspect of this Site, including the availability of any features of this Site, at any time. Aegex may remove, modify, or otherwise change any content, including that of third parties, on or from this Site at any time and in its sole discretion.

#### **Products and Services Information and Availability**

Information regarding products or services available through this Site is for User's convenience only and is not intended as a substitute for any periodic account or billing statement with respect to such products and services and should not be relied upon as such. User agrees that the features and information available within this Site do not supersede, replace, or otherwise modify the rights or obligations of User, Aegex or its parent, subsidiaries, or affiliates pursuant to any agreement(s) specifically executed between Aegex and User applicable to such products or services.

Because international information is provided on this Site, not all programs, products, or services mentioned on this Site may be available in the User's country. Users should contact a local sales representative, as applicable, for information as to any specific programs, products, or services that may be available in User's country. Privacy Policy and Information Provided by Users The Aegex Privacy Policy describes the types of information that Aegex collects when a User visits the Site and how Aegex uses such information.

As a general matter, Aegex does not wish to receive confidential or proprietary information from any User through this Site, except as is necessary to enable Aegex to provide programs, products, or services specifically requested by the User. Please note that other than personally-identifying information, use of which is governed by Aegex's online Privacy Policy and is kept confidential, any information or communication a User transmits outside of the User's on-line registration process or posted to this Site, and any data, images, sounds, text, and other material embodied therein ("User Communication(s)") will be

AEG-PPI-902 rev.01.02 Issue Date: 8/5/15

Rev. Date: 8/9/23

considered non-confidential and non-proprietary. By submitting User Communications to this Site the User: (i) agrees that Aegex, and its affiliates or other designated third-party service providers, may disclose, reproduce, display, perform, adapt, modify, distribute, have distributed, and otherwise use such User Communications in any form, anywhere and for any purpose, unless Aegex has, by another writing, agreed to limit its use thereof; (ii) agrees that Aegex is free to use any ideas, concepts, know-how, or techniques that the User send to Aegex for any purpose; and (iii) warrants and represents that the public posting and use of the User Communications by Aegex will not infringe or violate the rights of any third party.

### International Use; Dispute Resolution and Choice of Law

This Site is controlled, operated, and administered by Aegex from its offices within the United States of America. Access to this Site from any country, region, or territory in which its contents are illegal is prohibited. All provisions of this Agreement are in all respects (including, but not limited to, performance, breach, and the consequences of breach) governed by the internal, substantive laws of the State of Georgia, USA, and the federal laws of the United States of America, without giving effect to any of their provisions or principles concerning any conflict of laws. For all disputes arising from or related to this Site, User agrees to submit to the personal and exclusive jurisdiction of the state and federal courts located in the State of Georgia, USA.

This Agreement constitutes the entire agreement between Aegex and User with respect to the terms of usage for this Site. Any cause of action User may have with respect to User's use or access to this Site must be commenced within one (1) year after the claim or cause of action arises. If, for any reason, a court of competent jurisdiction finds any provision of this Agreement or portion thereof to be invalid or unenforceable, such provision shall be enforced in that jurisdiction to the maximum extent permissible to implement the purposes and intent of this Agreement, and the remainder of this Agreement shall continue in full force and effect. Any provision of this Agreement that is determined by a court of competent jurisdiction to be invalid or unenforceable will be deemed severable from the other provisions hereof and will not affect the validity or enforceability of such remaining provisions. Any adjudication of invalidity or unenforceability of a provision in one jurisdiction shall have no binding effect or impact on the validity or enforceability of such provision in any other jurisdiction.

## **Entire Agreement**

Subject to the terms of any other agreement(s) applicable to any programs, products, or Services accessed or purchased by User through this Site, the provisions of this Agreement shall constitute the entire agreement between User and Aegex governing User's use of this Site. Should any provision in this Agreement conflict with the terms of any other agreement applicable to any programs, products, or services accessed, requested, or purchased by User through this Site, the terms of such other agreement(s) will control with respect to such programs, products, and services to which such terms apply.

AEG-PPI-902 rev.01.02 Issue Date: 8/5/15