

## Outlaw Technology, LLC Terms of Service (1/1/2020)

### 1. SERVICES/SUPPORT

1.1 Outlaw Technology, LLC. (“Outlaw”) provides its data collection and management systems (collectively “Systems”) to you the (“Customer”) pursuant to these Terms of Service (this “Agreement”). By entering into a Systems order form (or other ordering document, engagement letter, or quote referencing this Agreement) (each an “Order Form”) with Outlaw or otherwise registering for, accessing, or using the Systems, Customer unconditionally accepts and agrees to all of the terms of this Agreement. By entering into this agreement on behalf of a company or other legal entity, Customer represents that it has the authority to bind such entity and its affiliates to the terms of this Agreement, and, accordingly, the terms “Customer” shall refer to such entity and its affiliates. If Customer does not have such authority or Customer does not agree to all of the terms of this Agreement, Customer may not use the Systems. Subject to the terms of this Agreement, Outlaw shall provide Customer (a) the Systems in accordance with the terms and limitations of each Order Form and hereby grants Customer a non-exclusive right to access and use the Systems during the Term. Customer also agrees to any additional terms specific to Systems used (“Additional Terms”), such as those listed below, which become part of the agreement (collectively, the “Terms”).

1.2 Outlaw reserves the right to change or modify portions of this Agreement at any time. Outlaw will also notify Customer, either through the System user interface, in an email notification, or through other reasonable means. Any such changes will become effective no earlier than Seven (7) days after being posted, except that changes addressing new Systems functions of the Systems and/or changes made for legal reasons which will become effective immediately. Customer’s continued use of the Systems after the date

any such changes become effective constitutes acceptance of the new Agreement.

1.3 Outlaw does not provide support or guidance related to any third party software, data, information or other materials, including but not limited to state regulatory software and databases.

## 2. RESTRICTIONS AND RESPONSIBILITIES

2.1 Customer will only use the Systems as expressly permitted herein and in the applicable Order Form and agrees that it will not: (i) directly or indirectly: reverse engineer, decompile, disassemble or otherwise attempt to discover the source code, object code or underlying structure, ideas, know-how or algorithms relevant to the System (“System”); (ii) modify, translate, or create derivative works based on the Systems or; (vi) modify, adapt or access the System, or otherwise attempt to gain unauthorized access to the System or its related networks, except to the extent expressly permitted by Outlaw or authorized within the System. Customer shall not use the System in any manner that could damage, disable, overburden, impair or otherwise interfere with Outlaw’s provision of the services.

2.2 Customer shall be responsible for obtaining and maintaining any other equipment and ancillary services needed to connect to, access or otherwise use the System(s), including, without limitation, modems, routers, wifi, networking (collectively, “Equipment”). Customer shall also be responsible for maintaining the security of the Equipment, Customer account, passwords (including but not limited to administrative and user passwords) and files, and for all uses of Customer account or the Equipment with or without Customer’s knowledge or consent.

2.3 Outlaw does not interpret state reporting errors or provide compliance management guidance. Customer is solely responsible for and will contact and work directly with their local regulatory agency to resolve matters related to reporting and/or compliance management.

2.4 Customer represents, covenants, and warrants that Customer will only use the System in compliance with all applicable laws and regulations.

### 3. CONFIDENTIALITY; PROPRIETARY RIGHTS

3.1 Each party (the “Receiving Party”) understands that the other party (the “Disclosing Party”) has disclosed or may disclose business, technical or financial information relating to the Disclosing Party’s business and technology (hereinafter referred to as “Proprietary Information” of the Disclosing Party). Proprietary Information of Outlaw includes, without limitation, all Systems Software and other non-public information and documentation regarding features, functionality and performance of the Systems. The Receiving Party agrees: (i) to take at least reasonable precautions to protect such Proprietary Information, and (ii) not to use (except in performance of the Systems or as otherwise permitted herein) or divulge to any third person any such Proprietary Information. The Disclosing Party agrees that the foregoing shall not apply with respect to any information that the Receiving Party can document (a) is or becomes generally available to the public, or (b) was in its possession or known prior to receipt from the Disclosing Party, or (c) was rightfully disclosed to it without restriction by a third party, or (d) was independently developed without the use of any Proprietary Information of the Disclosing Party or (e) is required to be disclosed by law.

3.2. As between the parties, Customer Content (as defined below) will be owned by Customer. Customer will be solely responsible for

the accuracy, quality, integrity and legality of Customer Content. Customer hereby grants to Outlaw a limited, non-exclusive, worldwide license to use Customer Content solely to provide the System designed functionality to Customer. “Customer Content” means any data, information, and other material provided or uploaded directly to Outlaw by Customer or Customer’s end-users in the course of receiving or using Systems.

3.3 Outlaw shall own and retain all right, title and interest in and to (a) the Systems and Systems Software, and all improvements, enhancements or modifications thereto, (b) any software, applications, inventions or other technology developed in connection with Systems, Hardware, or support, and (c) all intellectual property rights related to any of the foregoing.

3.4 Notwithstanding anything to the contrary, Outlaw shall have the right to collect and analyze data and other information relating to the use and performance of various aspects of the Systems and Outlaw will be free to (i) use such information and data (during and after the term hereof) to improve and enhance the Systems and for other development, diagnostic and corrective purposes, and (ii) use and disclose such data in aggregated or de-identified form for marketing purposes and otherwise in connection with its business.

#### 4. PAYMENT OF FEES

4.1 Customer via payment by credit card or other payment instrument represents and warrants that such information is true and that it is authorized to use the payment instrument. Customer will promptly update its account information with any changes that may occur. Customer will pay Outlaw the fees described in the applicable Order Form(s) for the Systems in accordance with the terms therein (the “Fees”), and Customer hereby authorizes Outlaw to bill its payment instrument on a recurring basis as set forth in such Order Form for such Fees. If there is lack of payment, a 15-day grace

period will be in place, after which the system access will be locked down at the console level, until payment is provided. If after 30 days no payment is remitted the hardware must be shipped back to Outlaw Technology via FedEx or UPS with tracking and insurance of \$2,000. If hardware is not returned within 60 days, action will be taken to secure both the hardware and the lost opportunity cost and a charge of \$2,000 per device will be issued and customer will be legally obligated for payment.

4.2 Outlaw, reserves the right to change the Fees or applicable charges and to institute new charges and Fees at the end of the initial Term (defined herein) or then-current renewal term, upon thirty (30) days prior notice to Customer (which may be sent by email). If Customer believes that Outlaw has billed Customer incorrectly, Customer must contact Outlaw no later than 60 days after the closing date on the first billing statement in which the error or problem appeared, in order to receive an adjustment or credit. Inquiries should be directed to Outlaws' support department.

4.3 Customer shall be responsible for determining and paying any and all taxes assessed, incurred, or required to be collected, paid, or withheld for any reason for your use of the System, other than U.S. taxes based on Outlaws' net income. Customer is solely responsible for collecting, withholding, reporting, and remitting correct taxes to the appropriate tax authority.

4.4 Unpaid amounts are subject to a finance charge of 1.5% per month on any outstanding balance, or the maximum permitted by law, whichever is lower, plus all expenses of collection and may result in immediate termination of the Services.

## 5. TERMINATION

5.1 Subject to earlier termination as provided below, this Agreement shall continue for the initial term specified in the Order Form, and shall automatically renew for successive one (1) year terms unless

either party provides the other party with written intention to not renew at least thirty (30) days' before the end of the then-current term (the initial term and each renewal term, collectively, the "Term").

5.2 Upon termination, Customer's right to use the System shall immediately terminate; Customer will forfeit all rights to data stored on Outlaw equipment, including but not limited to web-servers and database servers, except as pursuant by law; all outstanding Fees due for the System for the entire System Term shall immediately become due and payable; and each party shall return to the other all System related hardware. All sections of this Agreement which by their nature should survive termination will survive termination, including, without limitation, all rights to payment of Fees, confidentiality obligations, warranty disclaimers, and limitations of liability.

## 6. WARRANTY AND DISCLAIMERS

6.1 Outlaw shall use reasonable efforts consistent with prevailing industry standards to maintain the Systems in a manner which minimizes errors and interruptions in the Systems and shall provide support to Customer in accordance with its standard Service Level Agreement. The remedies set forth in such Service Level Agreement shall be Outlaw's entire liability and Customer's sole remedy related to the performance of the Systems.

6.2 CUSTOMER ACKNOWLEDGES THAT OUTLAWS DOES NOT CONTROL THE TRANSFER OF DATA OVER COMMUNICATIONS FACILITIES, INCLUDING THE INTERNET, AND THAT THE SERVICES MAY BE SUBJECT TO LIMITATIONS, DELAYS, AND OTHER PROBLEMS INHERENT IN THE USE OF SUCH COMMUNICATIONS FACILITIES. OUTLAW IS NOT RESPONSIBLE FOR ANY DELAYS, DELIVERY FAILURES, OR OTHER DAMAGE RESULTING FROM SUCH PROBLEMS. EXCEPT AS EXPRESSLY SET

FORTH IN THIS AGREEMENT, THE SYSTEMS ARE PROVIDED “AS IS” AND OUTLAW DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

## 8. INDEMNITY

8.1 Customer will indemnify, defend, and hold Outlaw (and our respective employees, directors, agents, affiliates, and representatives) harmless from and against any and all claims, costs, losses, damages, judgments, tax assessments, penalties, interest, and expenses (including without limitation reasonable attorneys’ fees) arising out of any claim, action, audit, investigation, inquiry, or other proceeding instituted by a person or entity that arises out of or relates to: (a) any actual or alleged breach of Customer representations, warranties, or obligations set forth in these Terms; (b) Customer’s wrongful or improper use of the Systems; (c) Customer’s violation of any third-party right, including without limitation any right of privacy, publicity rights, or Intellectual Property Rights; (d) Customer’s violation of any law, rule or regulation of any state; and (e) any other party’s access and/or use of the Services with Customer’s unique name, password or other appropriate security code.

8.2 Notwithstanding the foregoing, Outlaw will have no obligation under this section or otherwise with respect to any infringement claim to the extent based upon (i) breach of this Agreement by Customer, (ii) any modification of the System by any person other than Outlaw or its authorized agents or contractors or (iv) any activity after Outlaw has provided Customer with a work around or modification that would have avoided such issue without materially

adversely affecting the functionality or availability of the Systems. If Outlaw reasonably believes that all or any portion of the Systems, or the use thereof, is likely to become the subject of any infringement claim, suit or proceeding, Outlaw may procure, at Outlaws' expense, for Customer the right to continue using the Systems in accordance with the terms hereof, replace or modify the allegedly infringing Systems to make it non-infringing, or, in the event that neither of the foregoing options are commercially practicable, Outlaw may, in its sole discretion, terminate this Agreement upon written notice to Customer and refund to Customer any prepaid amounts for unused services.

## 9. LIMITATION OF LIABILITY

EXCEPT FOR A BREACH OF THE CONFIDENTIALITY PROVISIONS, OR CUSTOMER'S BREACH OF SECTION 2.1 OR 2.4, IN NO EVENT SHALL EITHER PARTY OR THEIR RESPECTIVE SUPPLIERS BE LIABLE WITH RESPECT TO ANY SUBJECT MATTER RELATING TO THIS AGREEMENT, UNDER ANY CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHER LEGAL OR EQUITABLE THEORY, FOR (A) ANY INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES (INCLUDING LOST PROFITS); (B) ANY OTHER DAMAGES IN EXCESS OF THE TOTAL AMOUNT PAID (AND PAYABLE) TO OUTLAW IN THE TWELVE (12) MONTH PERIOD PRIOR TO THE DATE THE CLAIM AROSE; (C) FOR ERRORS OR INTERRUPTION OF USE OR FOR LOSS OR INACCURACY OR CORRUPTION OF DATA OR COST OF PROCUREMENT OF SUBSTITUTE GOODS, SERVICES OR TECHNOLOGY OR LOSS OF BUSINESS; OR (D) FOR ANY MATTER BEYOND OUTLAWS' REASONABLE CONTROL.

## 10. DISPUTE RESOLUTION



10.1 “Disputes” are defined as any claim, controversy, or dispute between Customer and Outlaw, (or their respective affiliates, agents, directors or employees), including any claims relating in any way to these Terms or the Services, or any other aspect of our relationship.

10.2 Customer and Outlaw agree that any dispute, claim, or controversy arising out of or relating to this Agreement or the breach, termination, enforcement, interpretation or validity thereof or the use of the Systems will be settled by binding arbitration, except that each party retains the right to bring an individual action in small claims court and the right to seek injunctive or other equitable relief in a court of competent jurisdiction to prevent the actual or threatened infringement, misappropriation, or violation of a party’s copyrights, trademarks, trade secrets, patents or other intellectual property rights. Customer and Outlaw are each waiving the right to a trial by jury or to participate as a plaintiff or class in any purported class action or representative proceeding. Further, unless both you and Outlaw otherwise agree in writing, the arbitrator may not consolidate more than one person’s claims and may not otherwise preside over any form of any class or representative proceeding.

10.3 Arbitration Rules & Governing Law: The arbitration will be administered by the American Arbitration Association (“AAA”) in accordance with the Commercial Arbitration Rules and the Supplementary Procedures for Consumer Related Disputes (the “AAA Rules”) then in effect, except as modified by this Dispute Resolution section (the AAA Rules are available at [adr.org](http://adr.org) or by calling the AAA at 1-800-778-7879). The Federal Arbitration Act will govern the interpretation and enforcement of this Section.

10.4 Arbitration Process: A party who desires to initiate arbitration must provide the other party with a written Demand for Arbitration as specified in the AAA Rules. If needed, the AAA provides a form Demand for Arbitration and additional forms at [adr.org](http://adr.org). The arbitrator will be either a retired judge or an attorney licensed to

practice law in the state where the arbitration will be conducted and will be selected by the parties from the AAA's roster of consumer dispute arbitrators. If the parties are unable to agree upon an arbitrator within seven (7) days of delivery of the Demand for Arbitration, then the AAA will appoint the arbitrator in accordance with the AAA Rules.

**10.5 Arbitration Location & Procedure:** Unless Customer and Outlaw otherwise agree, the arbitration will be conducted in the county where Customer resides. If Customer's claim does not exceed \$10,000, then the arbitration will be conducted solely on the basis of documents Customer and Outlaw submit to the arbitrator, unless the arbitrator determines that a hearing is necessary. If Customer's claim exceeds \$10,000, Customer's right to a hearing will be determined by the AAA Rules. Subject to the AAA Rules, the arbitrator will have the discretion to direct a reasonable exchange of information by the parties, consistent with the expedited nature of the arbitration.

**10.6 Arbitrator's Decision:** The arbitrator will render an award within the time frame specified in the AAA Rules. The arbitrator's decision will include the essential findings and conclusions upon which the arbitrator based the award. Judgment on the arbitration award may be entered in any court having jurisdiction thereof. The arbitrator's award damages must be consistent with the terms of the "Limitation of Liability" section above as to the types and the amounts of damages for which a party may be held liable. The arbitrator may award declaratory or injunctive relief only in favor of the claimant and only to the extent necessary to provide relief warranted by the claimant's individual claim. The prevailing party in arbitration will be entitled to an award of attorneys' fees and expenses, to the extent provided under applicable law.

**10.7 Fees:** Customer's responsibility to pay any AAA filing, administrative, and arbitrator fees will be solely as set forth in the AAA Rules.

10.8 Limitation on Time to Initiate a Dispute: Any action or proceeding by Customer relating to any Dispute must commence within one year after the cause of action accrues.

## 11. EXPORT CONTROL

Customer may not remove or export from the United States or allow the export or re-export of the Systems, Hardware, Software or anything related thereto, or any direct product thereof in violation of any restrictions, laws or regulations of the United States Department of Commerce, the United States Department of Treasury Office of Foreign Assets Control, or any other United States or foreign agency or authority.

## 12. MISCELLANEOUS

If any provision of this Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect and enforceable. This Agreement is not assignable, transferable or sublicensable by either party, except with the other party's prior written consent. Notwithstanding the foregoing, either party may transfer and assign any of its rights and obligations under this Agreement without consent to a successor to, or acquirer of, all or substantially all of the assets of the business to which this Agreement relates. This Agreement is the complete and exclusive statement of the mutual understanding of the parties and supersedes and cancels all previous written and oral agreements, communications and other understandings relating to the subject matter of this Agreement, and all waivers and modifications must be in a writing signed by both parties, except as otherwise provided herein. No agency, partnership, joint venture, or employment is created as a result of this Agreement, and Customer does not have any authority of any kind to bind Outlaw in any respect whatsoever. In any action or proceeding to enforce rights under this

Agreement, the prevailing party will be entitled to recover costs and attorneys' fees. All notices under this Agreement will be in writing and will be deemed to have been duly given when received, if personally delivered; when receipt is electronically confirmed, if transmitted by facsimile or e-mail; the day after it is sent, if sent for next day delivery by recognized overnight delivery service; and upon receipt, if sent by certified or registered mail, return receipt requested. This Agreement shall be governed by the laws of the State of Maryland without regard to its conflict of laws provisions.