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Effective April 15, 2022

Algotive Customer Support Agreement

Algorithmic Objective Corp. ("Algotive"), a firm incorporated in the state of Delaware in the United States, sets forth these terms ("Terms") that make up this Algotive Customer Support Agreement (the "Customer Support Agreement"), and which apply to Technical Support Services. The Customer Support Agreement is entered into between the customer using the Technical Support Services ("you", "your") and Algotive ("we", "our"). Each in this Customer Support Agreement is a "Party" and, collectively, "the Parties". Please read this Customer Support Agreement carefully before subscribing. Read, print, and save a copy of this Customer Support Agreement for your records, because Algotive will not. You agree to these Terms by creating an Algotive account, using the Technical Support Services, or continuing to use the Technical Support Services after you have been notified of a change to these Terms.

About the Terms of the Customer Support Agreement

1. By purchasing or using the Technical Support Services, you agree to this Customer Support Agreement. Your use of the Technical Support Services, if provided on or in connection with an Algotive website, is subject to the terms of the website (e.g., Site Terms of Use, Algotive Privacy Policy, and the like, collectively, "the TOUs") and any other policies on that website. The Customer Support Agreement, the Algotive Products and Services Agreement, and the TOU, if applicable, comprise the entire agreement between you and Algotive with respect to technical support services. Please read the Privacy Policy carefully as it describes the types of information we collect from you and your devices ("the Information") and how we use your information. In the event of conflicts, the terms of this Customer Support Agreement prevail.

Changes to These Terms

2. We will inform you if we intend to change this Customer Support Agreement or technical support services. We can change them due to:

- a. the applicable law or a change in such legislation;
- b. a council and/or order based on applicable law;
- c. the evolution of technical support services;
- d. technical reasons;
- e. operational requirements;
- f. a change in terms, beneficial to the user.

We will inform you of the intended change before making it, whether through the user interface, an email message or other reasonable means. We will give you the opportunity to cancel Technical Support Services at least thirty (30) days before the change takes effect. Using the Technical Support Services after the changes take effect means that you accept the new terms. If you do not agree to the new terms, you must stop using Technical Support Services. We will also make express reference to this fact when informing you of planned changes to this Customer Support Agreement or technical support services.

Algotive reserves the right at all times in its sole discretion to change the Technical Support Services and this Customer Support Agreement. If the changes increase the price or materially reduce the level of Technical Support Services purchased, you will be notified by email 30 days in advance. Your use of the Technical Support Services after the effective date of any changes constitutes your acceptance of the Technical Support Services and the Customer Support Agreement.

ALL EXCLUSIONS OF WARRANTIES, CONDITIONS AND LIABILITY ARE AN ESSENTIAL BASIS OF THE PARTIES' CONTRACT.

TECHNICAL SUPPORT SERVICES ARE GOVERNED SOLELY BY THIS SERVICE AGREEMENT AND ANY APPLICABLE TOU, AND NOT BY ANY OTHER SERVICE AGREEMENT WITH ALGOTIVE. YOU REPRESENT THAT YOU ARE OF LEGAL AGE IN YOUR JURISDICTION OF RESIDENCE AND THAT YOU HAVE READ AND UNDERSTAND ALL PROVISIONS OF THIS SERVICE AGREEMENT.

Technical Support Services

3. **Description.** Algotive Technical Support Services connects you with technical support representatives to assist you with a set of tasks related to Algotive technical support ("Technical Support Services"). Technical Support Services may be included within the Algotive product purchased with the appropriate license (for example, as a unit incident fee ("PPI Service"), or a subscription program). The possibility of participating in the Technical Support Services will begin on the date of purchase. In the unlikely event that we are unable to commence Technical Support Services within thirty (30) days of the day following your purchase of Technical Support Services, we will give you the option to continue with technical support services or to cancel them and receive a refund of the full amount paid for technical support services.

a. **Subscription.** Technical Support Services may be available through a subscription program in your region. If you enroll in a subscription program for Technical Support Services, the subscription will only be valid under your Algotive Account associated with the subscription for Algotive software on your devices. To enroll and use the Technical Support Services subscription, you will be asked to access your active account in the Algotive Account Management Portal. You may not share or sell your subscription. You are responsible for any activity that takes place under your subscription.

b. **PPI service.** Technical Support Services may be made available as a PPI Service by a unit technical support service for an individual device, for a fixed price.

4. **Response technicians.** Algotive gives you access to response technicians. Response technicians are not always employees or spokespersons of Algotive, so their views do not necessarily reflect those of Algotive. Always exercise caution when providing any personally identifiable information about yourself or your family members when interacting with Response technicians. You are solely responsible for your interactions with any responders, even if they are given access to them through your use of the Technical Support Services.

Remote Access

5. **Consent for remote or data-connected services.** Software you use with Technical Support Services may connect with Algotive and other service providers over a data connection (e.g., Internet or wireless carrier). In some cases, you will not receive a separate notification when you connect. **By using the Technical Support Services, you consent to the transmission of information through the Technical Support Services.**

a. **Remote Access.** To provide Technical Support Services, Algotive may need to connect to your device remotely, allowing us to access and control your device, view the device screen, install software, and change device settings. You may be asked to download or accept the license terms of the Algotive or third-party software to establish the remote connection. You are responsible for any download charges that may apply and for paying the prices charged by your data connection provider(s) (e.g., over the Internet, Wi-Fi, or the wireless carrier). Such prices are in addition to those you pay us for Technical Support Services and we will not refund them to you. Check with your phone service provider to see if any of these prices might apply to you.

You must agree to the following steps in order for us to provide you with such Technical Support Services. If we are unable to properly establish a remote access connection to your device, we may not be able to provide Technical Support Services. We may run diagnostic tools on the device to determine if it meets the minimum system requirements for us to run certain Technical Support Services, such as updates. You must agree to this step in order for us to provide such Technical Support Services. If we are unable to establish a remote access connection to your device or complete any of the steps above, we may not be able to provide Technical Support Services.

Requirements and Limitations

6. **Cooperation and support capacity.** Algotive's ability to deliver technical support services depends on your full and timely cooperation, as well as the accuracy and completeness of any information you provide. Before Algotive can provide technical support services, you must have an eligible device and validly licensed Algotive software that meets the applicable minimum requirements set forth in the Algotive Products and Services Agreement. Algotive reserves the right to cancel Technical Support Services and/or provide a refund due to problems with the device, system requirements or configuration, or for any other reason beyond our control that makes it impossible or impractical to provide Technical Support Services.

7. **Data backup.** You understand that data may be lost, damaged or breached, and you agree that you are fully responsible for backing up any and all data, software, information or other files stored on your device, including all disks and drives, or other associated devices (collectively, "Your Data") before receiving technical support services. You further understand and agree that Algotive may have to transmit Your Data, including confidential, proprietary and personal information stored on your device, to third-party service providers in order to run the Technical Support Services. All such transmissions will be made in accordance with our Privacy Policy, and the Algotive Products and Services Agreement. To the maximum extent permitted by law, Algotive is not responsible for any disclosure, loss or damage to Your Data.

8. **Misuse of remote or data-connected services.** You may not use the Technical Support Services in any way that could cause damage to Algotive or any network or computer system, or hinder any other person's use of it. You may not use the Technical Support Services to attempt unauthorized access to any service, data, account or network, whatever the methods.

Third Party Software Installations

9. **License obligation or similar rights.** If Technical Support Services include software installations, regardless of whether the software is provided by Algotive or a third-party software vendor, you must have the software and software product keys available prior to installation. By providing Algotive with information, software or applications to install or transmit on your behalf, you represent that you have the right to authorize Algotive to take such action. You understand and acknowledge that Algotive may have to accept End User License Agreements (the "EULA") on your behalf for such installations of the software, and you agree to comply with the terms of the EULA. If you request the installation of software from a third-party software provider in connection with technical support services, you will be granted the opportunity to review the applicable EULA. Any waiver of such opportunity shall be made at your sole risk. **You also understand and agree that Algotive does not control the terms of any third-party EULA and will not review such EULAs before accepting them on your behalf.**

Cancellation of Technical Support Services

10. **Cancellation procedure.** You can unsubscribe from Technical Support Services by contacting an Algotive service representative or on the Algotive Account Management Portal. When your subscription is near the end of its term, you must cancel the subscription at least three (3) days before the billing date to avoid a charge in the following period. The billing date is the anniversary of your initial enrollment date. You can review the billing and initial enrollment dates in the Algotive Account Management Portal.

11. **Cancellation by Algotive.** Algotive reserves the right, in its sole discretion, to terminate your subscription to technical support Services without notice if payment is not made in a timely manner, if you violate this Customer Support Agreement, or if we determine that the subscription was being used by someone else or for technical support of someone else's device. We may also terminate the Technical Support Services or your subscription if we determine that you are not eligible to receive the Technical Support Services.

Payment, Billing, and Refunds

12. **Payment and Account Information.** To purchase a PPI Service or a subscription to a Technical Support Service, you must provide a payment method and the necessary information (e.g., credit card or debit card number). We are not responsible for charges from your card issuer or bank as additional fees as a result of processing your credit or debit card payment. If you purchase a Technical Support Services subscription, it may be billed to your credit or debit card monthly (if available in your region) or annually until cancellation.

13. **Payment method administration.** You can manage your account online, the Algotive Account Management Portal. You agree that Algotive may use all updated card or account information provided by your issuing bank or payment network. You agree to keep your billing and contact account information up to date. Changes made to your billing account will not affect any charges we make to your billing account before we can reasonably analyze such changes.

14. **Billing Information.** By providing Algotive with payment information, you (i) represent that you are authorized to use the payment method, (ii) represent that all payment information is accurate, and (iii) authorize Algotive to charge you for Technical Support Services using your payment method. We may bill you (a) in advance, (b) at the time of acquisition, (c) shortly after acquisition; or (d) on a recurring basis in the case of subscription to Technical Support Services. We may bill you at the same time for more than one (1) of your previous billing periods for amounts that have not been previously processed.

a. **Recurring Billing.** Your Technical Support Services will include recurring billing if available in your region. If you currently have a Technical Support Services subscription, it will be updated to include recurring billing when that feature is available in your region. However, you can "deactivate" recurring billing at any time by going to the Algotive Account Management Portal.

i. If your Technical Support Services subscription includes annual recurring billing, we will inform you by email each year prior to your billing date. Once we have informed you that the subscription will be billed for the next order, we may charge you the then-current price for the new subscription period. We will also send you a reminder to tell you that we will bill for the subscription using your chosen payment method, regardless of whether it was registered on the billing date or provided at a later date.

15. **Payment history and errors.** We will provide you with your online payment history in the Payment and Billing section of the Algotive Account Management Portal. It is your responsibility to review your payment history and notify us in case of errors or unauthorized charges. You must contact us within one hundred and twenty (120) days from when the error or unauthorized charge first appears on your invoice. Then, we will investigate the collection in a timely manner. If you do not instruct us in that period, you release us from all liability and claim for losses resulting from the error and we will have no obligation to correct the error or provide a refund. If Algotive identifies a billing error, we will correct it within ninety (90) days.

16. **Refunds.** You may cancel your unique Technical Support Services (not a subscription) or your subscription to the Technical Support Services without reason within fourteen (14) calendar days from the date of purchase or renewal (if applicable) of the Technical Support Services or subscription to Technical Support Services. We will refund the full amount paid within fourteen (14) calendar days from the date of cancellation. You may cancel your Technical Support Services subscription within thirty (30) days after the initial purchase of your subscription and request a refund if we are unable to resolve the technical support issue. If you or Algotive cancels your subscription to Technical Support Services after the initial period of thirty (30) days, we will not offer a refund of the amount you have paid. If you paid for a PPI Service (not a subscription), you may request a refund within thirty (30) days of purchase if we are unable to resolve the technical support issue.

Links to Third Party Sites

17. If you are presented with a link to a third party website while receiving Technical Support Services (whether such link is provided by Algotive or integrated into the website on which you receive Technical Support services or others), you acknowledge that these links are provided for reference and convenience purposes only; that the linked sites are not under the control of Algotive and Algotive is not responsible for the contents of any linked link or site, or any changes or updates to linked sites. The arrangement of the linked sites does not constitute an endorsement of any kind of the material they include or an association with their operators. Algotive is not responsible for webcasting or any other form of transmission received from any linked site.

Algotive Notifications

18. When you sign up for technical support services and give us your email address, you consent to Algotive providing you with notifications about technical support services or information that we are required by law to provide through that address. Notifications sent to you via email will be deemed sent and received at the time the email is sent.

Guarantees

19. Warranties.

a. TO THE MAXIMUM EXTENT PERMITTED BY LAW, ALGOTIVE EXCLUDES ALL REPRESENTATIONS, WARRANTIES AND CONDITIONS, IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, ANY REPRESENTATIONS, WARRANTIES OR CONDITIONS OF TITLE, NON-INFRINGEMENT OF RIGHTS, SATISFACTORY CONDITION OR QUALITY, MERCHANTABILITY AND/OR FITNESS FOR A PARTICULAR PURPOSE, WITH RESPECT TO THE TECHNICAL SUPPORT SERVICES, SOFTWARE OR OTHER MATERIALS OR INFORMATION WE PROVIDE.

b. ALL CONTENT AND TECHNICAL SUPPORT SERVICES ON THE WEBSITE ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. ALGOTIVE MAKES NO REPRESENTATIONS OR WARRANTIES (EXPRESS OR IMPLIED) WITH RESPECT TO THE WEBSITE OR ITS CONTENT, INCLUDING, WITHOUT LIMITATION, ADVICE PROVIDED (PERSONALLY OR GENERALLY) AND STATEMENTS MADE BY ADVERTISERS ON OR THROUGH THE WEBSITE. DECISIONS OR ACTIONS YOU MAKE BASED ON INFORMATION PROVIDED ON OR THROUGH THE WEBSITE WILL BE MADE IN YOUR SOLE DISCRETION AND AT YOUR OWN RISK, AND YOU SHOULD OBTAIN PROFESSIONAL ADVICE WHERE NECESSARY.

c. **Enforcement of local legislation.** If the law stipulates any implied warranties despite the exclusions and limitations in the Services Agreement, remedies are limited as determined by us, in the case of Technical Support Services, either to:

- re-provision of Technical Support Services; or

- the cost of re-providing the Technical Support Services (if any).

Unless otherwise required by law, we will determine the order in which the limited resources are provided.

Limitation of Liability

20. Limitation of Liability.

to. We do not seek to exclude liability for wilful misconduct by us or our employees or representatives. As a consumer, you have certain rights under the law. These rights include the obligation for Algotive to provide technical support services with reasonable diligence and professionalism. Nothing in this Customer Support Agreement is intended to limit or exclude our liability for any breach of this provision by Algotive. You have certain rights under the law. These include that we will provide you with technical support services to reasonable standards and in a reasonable time. Nothing in this Customer Support Agreement is intended to affect these laws.

b. We will only be liable for direct losses that are a reasonable foreseeable consequence of a breach on our part. Losses are considered foreseeable when they could have been contemplated by you and us at the time of entering into this Customer Support Agreement. If you have grounds to collect damages (including breach of these Terms), to the extent permitted by applicable law, you agree that your sole remedy is to collect, from Algotive or any of its affiliates, resellers, distributors, third party application and service providers and other suppliers, direct damages up to an amount equal to the remaining amount and prorated between the month in which the loss or breach occurred and the date of termination of the paid Technical Support Services, if any (or up to USD \$10.00 if the Technical Support Services are free).

c. We are not responsible for:

- losses not caused by our breach;
- indirect losses that are a side effect of the main loss or damage and that are not reasonably foreseeable by you and us at the time of entering into this Customer Support Agreement, for example, for lost profits or loss of opportunity;
- failure to provide the Website or to perform any of our obligations under this Customer Support Agreement when such breach is due to Events Beyond Our Control.

i. **Events Beyond Our Control.** Events Beyond Our Control refers to any cause beyond our reasonable control and prevents us from providing the Website or fulfilling any of our other obligations under this Customer Support Agreement. These causes include fire, flood, storm, revolt, civil unrest, war, nuclear accident, terrorist activity, and force majeure events.

Contracting Entity, Choice of Applicable Law and Place for Dispute Resolution

21. **Contracting Entity, Choice of Applicable Law and Place for Dispute Resolution.** For the Technical Support Services you contract with us, the entity with which you enter into the contract, the legislation in force and the place to resolve disputes are indicated below:

a. **United States and Canada.** If your principal place of business is in) United States or Canada, your contract is with Algorithmic Objective Corp., 8910 University Center Lane, Suite 400, San Diego, CA 92122, U.S.A. The laws of the state or province in which your organization's principal place of business is registered govern the interpretation of these Terms, claims for breach, and all claims (including consumer protection, unfair competition, and tort claims), regardless of conflict of law principles. You and we consent to the exclusive jurisdiction of the California courts for all disputes arising out of or relating to these Terms or the Technical Support Services.

b. **Mexico, Central or South America.** If your principal place of business is in Mexico, your contract is with Algotive de México, S. de R. L. de C. V., Montes Urales 424, Miguel Hidalgo, CDMX 11000, Mexico. If your principal place of business is in Central or South America, your contract is with Algorithmic Objective Corp., 8910 University Center Lane, Suite 400, San Diego, CA 92122, U.S.A. The laws of the State of California govern the interpretation of these Terms and claims of breach, without regard to choice of law principles. The laws of the country to which we direct your Technical Support Services govern all other claims (including consumer protection, unfair competition, and tort claims).

c. **Middle East, Africa or Europe.** If your primary business address is in the Middle East, Africa, or Europe, except in the European Union (EU), Iceland, Liechtenstein, Norway, Switzerland, and the United Kingdom, and you are using free portions of Technical Support Services, you are contracting with Algorithmic Objective Corp., 8910 University Center Lane, Suite 400, San Diego, CA 92122, U.S.A. The laws of the country to which we direct your Technical Support Services govern all other claims (including consumer protection, unfair competition, and tort claims). You and we irrevocably consent to the exclusive jurisdiction of the California courts for all disputes arising out of or relating to these Terms or the Technical Support Services.

d. **Asia or the South Pacific, unless your country is specifically mentioned below.** If your primary business address is in) Asia (except China, Japan, Republic of Korea, or Taiwan) or the South Pacific, and you are using free portions of Technical Support Services, you are contracting with Algorithmic Objective Corp., 8910 University Center Lane, Suite 400, San Diego, CA 92122, U.S.A. For free and paid Technical Support Services, the laws of the State of California govern the interpretation of these Terms and claims for breach of such Terms, without regard to conflict of law principles. The laws of the country to which we direct your Technical Support Services govern all other claims (including consumer protection, unfair competition, and tort claims). Any dispute arising out of these Terms or the Technical Support Services, including any doubt as to its existence, validity or termination, shall be submitted to arbitration and ultimately resolved in California in accordance with the California Arbitration Rules, the rules of which are deemed to be incorporated into this clause by reference. The language of arbitration shall be English. The arbitrator's decision shall be final, binding and non-contestable, and may be used as the basis for a court judgment in any country or region.

e. **Japan.** If your principal place of business is in Japan, your contract is with Algorithmic Objective Corp., 8910 University Center Lane, Suite 400, San Diego, CA 92122, U.S.A. For free and paid Technical Support Services, the laws of Japan govern these Terms and any matters arising out of or relating to them or the Technical Support Services. You and we irrevocably consent to the exclusive jurisdiction of the Tokyo District Court for all disputes arising out of or relating to these Terms or the Technical Support Services.

f. **Republic of Korea.** If your principal place of business is in the Republic of Korea, your contract is with Algorithmic Objective Corp., 8910 University Center Lane, Suite 400, San Diego, CA 92122, U.S.A. For free and paid Technical Support Services, the laws of the Republic of Korea govern these Terms and any matters arising out of or relating to them or the Technical Support Services. You and we irrevocably consent to the exclusive jurisdiction of the Seoul Central District Court for all disputes arising out of or relating to these Terms or technical support services.

g. **Taiwan.** If your principal place of business is in Taiwan, your contract is with Algorithmic Objective Corp., 8910 University Center Lane, Suite 400, San Diego, CA 92122, U.S.A. For free and paid Technical Support Services, Taiwanese law governs these Terms and any issues arising out of or relating to them or the Technical Support Services. You and we irrevocably designate the Taipei District Court as the court of first instance with jurisdiction to resolve all disputes arising out of or relating to these Terms or technical support services, to the maximum extent permitted by the laws of Taiwan.

The consumer protection laws of your country may require that some local law govern or grant you the right to resolve disputes in another forum, regardless of these Terms. If so, the choice of law and forum provisions of section 10 apply as much as local consumer protection laws allow.

General Provisions

22. **Headers.** Section headings are set for reference only and have no legal effect.

23. **Reservation of rights and comments.** Except as expressly provided under these Terms, Algotive does not grant you a license or any other right of any kind under patents, know-how, copyrights, trade secrets, trademarks or other intellectual property owned or controlled by Algotive or any related entity, including any name, commercial presentation, logo or equivalent. If you submit to Algotive any ideas, proposals, suggestions or comments, including, without limitation, ideas for new products, technologies, promotions, as well as product names, comments and improvements ("Feedback"), you give Algotive, at no cost, royalties or other obligations to you, the right to perform, have performed, create derivative works from, use, share and market your Feedback in any way and for any purpose. You will not submit Feedback subject to a license that requires Algotive to license its software, technologies or documentation to any third party because Algotive includes your Feedback in it.

NOTIFICATIONS

Notice of the current version of the Customer Support Agreement. You can view the current version of the Customer Support Agreement on the Algotive Customer Support Agreement page.

Example downloaded from the Algotive site