



Published: **February 1, 2022**

Effective From: **April 15, 2022**

Algotive Products and Services Agreement

Algorithmic Objective Corp. ("**Algotive**"), a firm incorporated in the U.S. state of Delaware, sets forth these terms (the "**Terms**") that make up this Algotive Products and Services Agreement (the "**Agreement**") for your use of Algotive's products, websites, and services listed at the end of these Terms (the "**Products and Services**"). Please read, print, and keep a copy of this Agreement for your records because Algotive will not. You agree to these Terms by creating an Algotive account, using the Products and Services, or continuing to use the Products and Services after you have been notified of a change to these Terms.

Your Privacy

1. **Your Privacy.** Your privacy is important to us. Please read Algotive's Privacy Policy (the "**Privacy Policy**") as it describes the types of data we collect from you and your devices (the "**Data**"), our use of such Data, and the legal bases we have for processing your Data. The Privacy Policy also describes Algotive's use of User Content, including actions you take through Algotive through the Products and Services, as well as the files, photos, documents, audio files, digital works, live streams, and videos you upload, store, disseminate or share through the Products and Services ("**Your Content**"). If the processing is based on consent and, to the extent permitted by law, by accepting these Terms, you consent to Algotive's collection, use, and disclosure of Your Content and Data as described in the Privacy Policy. In some cases, we will provide separate notices and seek your consent as referenced in the Privacy Policy.

Your Content

2. **Your Content.** Many of our Products and Services allow You to store or share Your Content or receive material from others. We do not claim ownership of Your Content. Your Content remains Your Content, and you are responsible for it.

a. When you share Your Content with others, you understand that they may, on a worldwide basis, use, save, record, reproduce, transmit, share, and display Your Content for the purpose for which You made Your Content available on the Products and Services, without any compensation to You. If You do not want third parties to have that ability, do not use the Products and Services to share Your Content. You represent and warrant that as long as these

Terms are in effect, you have (and will have) all necessary rights to Your Content uploaded, stored, or shared on or through the Products and Services and that the collection, use, and preservation of Your Content will not violate any laws or rights of others. Algotive does not own, control, verify, pay, endorse, or assume any legal responsibility for Your Content and, therefore, will not be responsible for Your Content or the material that others upload, store, or share through the use of the Products and Services.

b. To the extent necessary to provide services to you and others, to protect you and the Products and Services, and to improve Algotive's Products and Services, Algotive may collect aggregated and non-identifiable ("**Anonymized Data**") from use. and performance of the Products and Services for any technical or commercial purpose that complies with Applicable Law, provided that such information does not identify the Account Holder, User or any Personal or Protected Information. You hereby grant Algotive an intellectual property license to use all Anonymized Data from Your Content, for example, to improve analytical models, improve the user experience in our Products and Services, make copies, preserve, transmit, reformat, display, and distribute Your Anonymized Data in the Products and Services through communication tools. You agree that Algotive may use, disclose, market, license, and sell such information for any purpose without restriction and that you have no interest in such information or in the proceeds from any sale, license, or other marketing thereof. You transfer and assign to Algotive all right, title, and interest in anonymized data worldwide and without payment of royalties, free of charge. You acknowledge that the rights conferred by this section are considered for the provision of the Service, without which Algotive may not offer the Service. If You post Your Content in areas of the Service where it is available online without restriction, Your Content may appear in demonstrations or materials promoting the Service.

Code of Conduct

3. Code of Conduct.

a. By accepting these Terms, you agree that, when using the Products and Services, you will follow these rules:

i. You will not do anything illegal.

ii. You will not engage in activities that exploit, harm or threaten to harm children.

iii. You will not participate in acts of identity theft and unauthorized access. Phishing and unauthorized access correspond to access to the Products and Services using a third-party username and password.

iv. You will not engage in fraudulent, false, or deceptive activities (for example, using the Products and Services for activities other than your purpose).

v. You will not circumvent any restrictions on access to or availability of the Products and Services.

vi. You will not engage in activities harmful to you, the Products and Services, or others (e.g., transmitting viruses, harassing, posting terrorist or violent and extremist Content, communicating hate speech, or promoting violence against others).

vii. You will not infringe the rights of others (for example, by unauthorized sharing of copyrighted videos, images, or other materials without your permission).

viii. You will not engage in activities that infringe on the privacy or data protection rights of others.

ix. It will not help others break these rules.

b. Application. If you violate these Terms, we may, in our sole discretion, stop providing you with the Products and Services or close your Algotiv account. We may also block the delivery of a communication (e.g., an email, file share, or instant communication to), to or from the Products and Services, as part of our effort to enforce these Terms, or we may remove or refuse to post Your Content for any reason. When alleged violations of these Terms are investigated, Algotiv reserves the right to review Your Content for the purpose of resolving the issue, and you hereby authorize such review. However, we cannot and do not attempt to monitor the entire Products and Services.

Administration and Support of Products and Services

4. Administration and Support of Products and Services.

a. Algotiv Account. If used is an Administrator User of one or more Products and Services, you will need an Algotiv account to connect to many of them. For certain Products and Services, the Algotiv account allows you to create, modify, block, and delete access accounts for users of your Service, log in to products, websites, and services provided by some Algotiv partners.

i. Creating an Account. You can create an Algotiv account using online registration. You agree not to use false, inaccurate, or misleading information when registering for an Algotiv account. In some cases, a third party may have created an Algotiv account for you. If you create an Algotiv account on behalf of an entity, such as your business or employer, you represent that you have the legal authority to bind such entity in accordance with these Terms. You may not transfer your Algotiv account credentials to another user or entity. To protect your account, keep your account details and password confidential. You are responsible for any and all activities that occur under your Algotiv account.

ii. **Account Use.** To keep your Algotive account active, you must use it. You must log in at least once a year to keep your Algotive account and associated Products and Services active unless a longer period is stipulated in the Algotive Account Activity Policy or an offer for a paid portion of the Products and Services. If you do not log in during this time, we will assume that your Algotive account is inactive and close it for you. See section 4.a.iv.2 for the consequences of a closed Algotive account. If we reasonably suspect that there is a risk that a third party is fraudulently using your Algotive account, Algotive may suspend your account until it can claim ownership. Based on the nature of the commitment, we may ask you to disable access to some or all of Your Content. If you have trouble connecting to your Algotive account, please visit our Password Recovery Page.

iii. **Minimum age of the user.** By creating an Algotive account or using the Products and Services, you agree to be bound by these terms and represent that you have reached the age of "majority" or "legal liability" where you live. If you do not know if you have reached the age of majority or "legal liability" where you live, or if you do not understand this section, you should not create an Algotive account or use a third party's Algotive account.

iv. **Closure of Your Account.**

1. You may cancel specific Products and Services or close your Algotive account at any time and for any reason. To close your Algotive account, visit the Algotive Account Management Portal. When you request to close your Algotive account, you can choose to suspend it for 30 or 60 days in case you change your mind. After that 30- or 60-day period, your Algotive account will be closed. Please see section 4.a.iv.2 below for an explanation of what happens when your Algotive account is closed. If you log in again during the suspension period, your Algotive account will be reactivated.

2. If your Algotive account is closed (either at your or Algotive's request), the following will occur: First, your right to use the Algotive account to connect to the Products and Services will cease immediately. Second, we will delete the Data or Your Content associated with your Algotive account or otherwise disassociate it from you and your Algotive account (unless we are required to retain, return, or transfer it to you or a third party designated by you, as required by applicable law). It is recommended that you have a regular backup plan as Algotive will not be able to recover Your Content or Data once your account is closed. Third, you may lose access to the products you have purchased.

b. **Accounts for work.** You must create an Algotive account using a work email address. If you do so, you agree that you work for or are the owner of the domain associated with your email address and may receive notifications of the existence of your Algotive account and its associated subscriptions, control and manage your account, and access and process your Data, including the contents of your communications and files, and that Algotive may notify the domain owner if the account or Data is compromised. You further agree that your use of Algotive's services

may be subject to any contracts Algotive has with you and your organization and that these Terms may not apply. If you already have an Algotive account and use a stand-alone work email address to access the Products and Services covered under these Terms, you may be asked for the email address associated with your Algotive account to continue accessing such Products and Services.

c. **Additional Equipment and Data Plans.** To use many of the Products and Services, you will need an Internet connection, computer and/or cellular equipment, and/or a data plan on your cell phone. In addition, you may need additional equipment, such as headphones, a camera, or a microphone. You are responsible for providing all connections, plans, and equipment necessary to use the Products and Services and for paying any fees charged to you by the provider(s) of your connections, plans, and equipment. Those charges are in addition to any other charges you pay for the Products and Services and will not be refunded. Check with your provider(s) to determine if these fees apply to you.

d. **Service Notifications.** When there is something we need to tell you about a Service you use, we will send you notifications from the Service. By giving us your email address or phone number and connecting it to your Algotive account, we may send you notifications via email or SMS (text message), including identity verification before registering your mobile phone number and verifying your transactions. We may also send you service notifications by other means (for example, through in-product messages). Data or messaging rates may apply when you receive notifications via SMS.

e. **Technical Support.** Customer Support for some Products and Services is available on our User Support Portal. Certain Products and Services may offer additional or separate customer support, subject to the terms available in the Algotive Customer Support Agreement unless otherwise specified. Support may not be available for beta or preview versions of features or Products and Services. The Products and Services may not be compatible with software or services provided by third parties, and it is your responsibility to familiarize yourself with the compatibility requirements.

f. **Termination of Products and Services.** If the Products and Services are terminated (either at your or Algotive's request), your right to connect to the Products and Services stops immediately, and your license to use software related to the Products and Services terminates. We will also delete the Data or Your Content associated with your Algotive account or otherwise disassociate it from you and your Algotive account (unless we are required to retain, return, or transfer it to you or a third party designated by you, as required by applicable law). As a result, you may no longer be able to connect to any of the Products and Services (or Your Content that You have stored in those Products and Services). It is recommended that you have a permanent backup plan. Third, you may lose access to the products you have purchased. If you have canceled your Algotive account and do not have another account to connect to the Products and Services, your Products and Services may be terminated immediately.

Use of Third Party Applications and Services

5. Use of Third-Party Applications and Services. The Products and Services may allow you to connect to or acquire products, services, websites, links, Content, material, skills, integrations, bots, or applications of independent third parties (companies or persons outside of Algotive) ("**Third Party Applications and Services**"). Many of our Products and Services also help you find, make requests, interact with Third Party Applications and Services, or allow you to share Your Content or Data. You understand that by using our Products and Services, you instruct us to make Third Party Applications and Services available to you. Third-Party Applications and Services may also allow You to store Your Content or Data with the publisher, provider, or operator of the Third Party Applications and Services. Third-Party Applications and Services may offer you a privacy policy or require you to agree to terms before installing or using Third Party Applications or Services. Please refer to section 13 for additional terms of applications purchased through certain Algotive Products and Services or its affiliates or operated by Algotive or its affiliates (including the Algotive ACS Portal). You should review the third party's terms and privacy policies before acquiring, using, requesting, or linking your Algotive Account to Third Party Applications and Services. No third-party term modifies these Terms. Algotive does not license any intellectual property to you as part of Third Party Applications and Services. You agree to assume all risks and liabilities arising from your use of the Third Party Applications and Services, and Algotive is not responsible for any disputes arising from your use thereof. Algotive is not liable to you or others for the information or services provided by Third Party Applications and Services.

Service Availability

6. Availability of the Service.

a. Third Party Products and Services, Third Party Applications and Services, or materials or products offered through the Products and Services may not be available from time to time, may be offered on a limited basis, or may vary depending on your region or device. If you change the location associated with your Algotive account, you may need to repurchase material or applications that were available and for which you had already paid in your previous region. You agree not to connect to or use the materials or the Products and Services that are illegal or not licensed for use in the country from which you connect to or use such materials and Products and Services, and you agree not to conceal or declare a false location or identity to connect to or use such materials or Products and Services.

b. We do our best to keep the Products and Services running; however, all online services suffer occasional interruptions, and Algotive is not responsible for any interruption or loss you suffer because of it. In the event of an outage, you may not be able to retrieve Your Content or Data that You have stored. We encourage you to regularly store your Content and Data used by the Products and Services or with Third Party Applications and Services.

Updates to Software, Products and Services, and Changes to These Terms

7. Updates to Software, Products and Services, and changes to these terms.

a. We may change these Terms at any time and will tell you when we do so. Using the Products and 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 the Products and Services and close your Algotive account.

b. Sometimes, you will need software updates to continue using the Products and Services. We may automatically review your version of the software and download updates to the software or make configuration changes. In addition, you may be required to update the software to continue using the Products and Services. Such updates are subject to these Terms unless others accompany the updates, in which case those other terms will apply. Unless accompanied by a separate Algotive license agreement (for example, if you use an Algotive application that is included with and is part of the D.R.X. product family, then the Algotive Software For D.R.X. Products Comparable License Terms take precedence over the Comparable Terms of this Agreement for such software, leaving the others intact), Algotive has no obligation to make any updates available and does not warrant that the version of the system for which you purchased or licensed the software, applications, Content or other products will be compatible. Such updates may not be compatible with the software or services offered by third parties. You can revoke your consent to future software updates at any time in the Product and Service Management area of the ACS Portal or by uninstalling the software.

c. In addition, it may sometimes be necessary to remove or change features or functionality of the Service or directly stop providing a Product and Service or access to Third Party Applications and Services. Except to the extent required by applicable law, we have no obligation to provide a new download or replacement of any previously purchased materials, Digital Products or applications. We may release the Products and Services or their features in a preview or beta version, which may not function properly or the same way the final version may work.

d. For you to use material protected by digital rights management (DRM), DRM software can automatically communicate with an online rights server and download and install DRM updates.

Software License

8. Software License. Any software provided by us to you as part of the Products and Services is subject to these Terms.

a. If you comply with these Terms, we grant you the right to install and use one copy of the software per device as part of your use of the Products and Services.

b. The Software is licensed, not sold, and Algotive reserves all rights in and to the Software not expressly granted by Algotive, whether by implication, estoppel, or otherwise. This license does not give you any rights to, and you may not:

- i. Circumvent or bypass any technology protection measures in connection with the software and products and services;
- ii. Disassemble, decompile, decrypt, unlawfully connect, emulate or reverse engineer any software or other aspect of the Products and Services included in or connected to through the Products and Services, except and only to the extent expressly permitted by applicable law;
- iii. Separate the components of the software or the Products and Services for use on different devices;
- iv. Publish, copy, lease, rent, sell, export, import, distribute or lend the software or the Products and Services, unless you have an express authorization from Algotive to do so;
- v. Transfer the software, any software license, or any right to connect to or use the Products and Services;
- vi. Use the Products and Services in any unauthorized manner that could interfere with other people's use of them or gain access to any other service, data, account or network;
- vii. Allow access to the Products and Services or modify any device permitted by Algotive (e.g., the VDRD Server) by unauthorized third-party applications.

Payment Terms

9. Payment Terms. If you purchase a Service, these payment terms apply to your purchase, and you accept them.

a. **Charges.** If a charge is associated with a portion of the Products and Services, you agree to pay that fee in the specified currency. Unless otherwise stipulated, the price set for the Products and Services excludes all applicable taxes and currency exchange reconciliations. You are solely responsible for paying such taxes or other charges. Algotive calculates taxes and issues invoices or receipts based on the business address associated with your billing information. You are responsible for ensuring that this address is up-to-date and accurate. Taxes are calculated based on your location when registering your Algotive account unless local laws require a different basis for the calculation. We may suspend or cancel the Products and Services if we do not receive timely full payment from you. Suspension or cancellation of products and services for non-payment may result in loss of access to and use of your account and its contents. Connecting to the Internet using a corporate network or another private network that hides

your location can make charges different from those shown for your actual location. Depending on your location, some transactions may require foreign currency conversion or processing in another country. Your bank may charge you additional prices for those services. Contact your bank for details.

b. **Your Billing Account.** To pay charges for a Service, you will be required to provide a payment method when registering for that Service. You can access and change your billing information and payment method in the Algotive Account Management Portal. In addition, you agree to allow Algotive to use any updated account information about your selected payment method provided by your issuing bank or applicable payment network. You agree to promptly update your account and other information, including your email address and payment method details, so that we can complete your transactions and contact you as necessary in connection with your transactions. Changes made to your billing account will not affect the charges we send to your billing account before we can reasonably act on changes to your billing account.

c. **Billing.** By providing Algotive with a payment method, you (i) represent that you are authorized to use the payment method you provided and that any payment information you provide is true and accurate; (ii) you authorize Algotive to charge you for the Products and Services or Content available through the use of your payment method; and (iii) you authorize Algotive to charge you for any paid features of the Products and Services for which you choose to register or use while these Terms are in effect. We may bill you (a) in advance; (b) at the time of purchase; (c) shortly after purchase; or (d) on a recurring basis for subscription Products and Services, at our discretion. We may also charge you up to the amount you approved and notify you in advance of any changes to the amount charged for recurring subscription Products and Services. At our discretion, we may bill you at the same time for more than one of your previous billing periods for amounts that have not been previously processed.

d. **Recurring Payments.** When you purchase the Products and Services on a subscription (e.g., monthly, quarterly, or annual), you agree that you authorize recurring payments, which will be made to Algotive using the payment method and at the recurring intervals to which you have adhered, until you or Algotive terminate your subscription to that Service. You must cancel the Products and Services before the next billing date to prevent the collection of the Products and Services from continuing. We will provide instructions on how to cancel the Products and Services. By authorizing recurring payments, you authorize Algotive to process such payments, either as electronic debits or fund transfers, or as electronic withdrawals from your designated account (for the Automated Clearing House or similar payments), or as charges to your designated account (for credit cards or similar payments) (collectively, "Electronic Payments"). Subscription fees are generally charged before the applicable subscription period. If a payment is returned unpaid or a similar transaction is declined or denied, Algotive or its service providers reserve the right to charge the fee for a returned item, rejection or insufficient funds and to process those payments as Electronic Payment.

e. **Online Statement and Errors.** Algotive will provide you with a billing statement in the Algotive Account Management Portal, where you can view and print your statement. This is the

only billing statement we provide. If we make an error on your invoice, you must inform us within 90 days after the error first appeared on your invoice. We will immediately investigate the charge. If you do not inform us within that period, you release us from all liability and claims for losses arising from the error. We will also not be obliged to correct the error or provide a refund unless required to do otherwise by law. If Algotive has identified a billing error, we will correct that error within 90 days. This policy does not affect any legal rights that may apply.

f. **Refund Policy.** Unless otherwise provided by law or the terms of a specific Service offer, all purchases are final and non-refundable. If you believe that Algotive has wrongly charged you, you must contact us within 90 days of such charge. No refunds will be made after the 90-day period has elapsed unless we are required to do otherwise by law. We reserve the right to make refunds or extend credits, in our sole discretion, unless we are required to do otherwise by law. If we make a refund or give a credit, we have no obligation to make the same or a similar refund again in the future. This refund policy does not affect any legal rights that may apply. If you live in Taiwan or Israel, please remember that in accordance with the Consumer Protection Law and its relevant regulations, all purchases related to intangibly provided digital Content and/or online services are final and non-refundable when such Content or Service has been provided online. You will not be entitled to claim any period of deliberation or refund.

g. **Cancel the Products and Services.** You may cancel a Service at any time, with or without reason. The cancellation of paid Products and Services prevents the collection of the Service from continuing in the future. To cancel a Service and request a refund, if you are entitled to one, please visit the Algotive Account Management Portal. You should refer to the offer describing the Products and Services because (i) you may not receive a refund at the time of cancellation; (ii) you may be required to pay cancellation fees; (iii) you may be required to pay all charges made to your billing account for the Products and Services before the date of cancellation; (iv) you may lose access to and use of your account by canceling the Products and Services; or, if you live in Taiwan or Israel, (v) you may receive a refund of an amount equivalent to the unused prices you paid for a Service calculated at the time of cancellation. Contact an Algotive representative by phone for a refund if you are eligible for this. We will process your Data as described in section 4 above. If you cancel, your connection to the Products and Services ends at the end of your current Service period or, if we bill your account periodically, at the end of the period in which you canceled. If you initiate a cancellation or reversal with your bank for payment for the Products and Services, we will consider that you have canceled as of the date the original payment was made, and you authorize us to immediately cancel your Service and/or revoke any content that was provided to you in exchange for such payment.

h. **Trial Period Offers.** If you participate in any trial period offer, you may be required to cancel the trial Products and Services within the time period communicated to you when accepting the offer to prevent you from continuing to charge for the Products and Services at the end of the trial period.

i. **Promotional Offers.** From time to time, Algotive may offer free Products and Services for a trial period. Algotive reserves the right to charge you for such Products and Services (at the

normal rate) if Algotive determines (at its sole discretion) that you are abusing the terms of the offer.

j. Price Changes. We may change the price of the Products and Services at any time, and if you have a recurring purchase, we will notify you by email or other reasonable means at least 15 days before the price change. If you do not agree to the price change, you must cancel and stop using the Products and Services before the price change takes effect. If there is a fixed term and price for your Service offering, that price will remain in effect for the fixed term.

k. Payments to You. If we owe you a payment, you agree to provide us with the information we need to deliver the payment to you promptly and accurately. Subject to applicable law, you are responsible for paying all taxes and charges you may incur due to this payment to you. You must also comply with all other conditions we make to your right to any payment. If you receive a payment in error, we may cancel it or demand a refund of the payment. You agree to cooperate with us in our efforts to do so. We may also reduce the payment to you without notice to adjust any previous overpayments.

l. Payment Method by Bank Account. You can register an eligible bank account with your Algotive account as a payment method. Eligible bank accounts include those belonging to financial institutions that receive direct debit inflows (e.g., a U.S. financial institution that supports automated clearing house entries ["A.C.H."], a European financial institution that supports Single Euro Payments Area ["SEPA"] or "iDEAL" in the Netherlands). The terms you agree to when adding your bank account as a payment method to your Algotive account (e.g., the "mandate" in the case of SEPA) also apply. You represent and warrant that your registered bank account is in your name or that you are authorized to register and use this bank account as a payment method. By registering or selecting your bank account as a payment method, you authorize Algotive (or its agent) to initiate one or more debits in the full amount of the charge for your purchase or subscription (in accordance with the terms of the subscription service) from the bank account (and, if necessary, initiate one or more credits in your bank account to correct errors, make refunds or for similar purposes) and authorizes the financial institution to which your bank account belongs to deduct such debits or accept such credits. You understand that this authorization will remain in full force and effect until you delete your bank account information from your Algotive account. Please contact customer support, following the instructions in section 4.e above, as soon as possible if you believe any charges have been made in error. Applicable laws in your country may also limit your liability if fraudulent, erroneous, or unauthorized transactions are made from your bank account. By registering or selecting a bank account as a payment method, you acknowledge that you have read, understand and agree to these Terms.

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

10. Contracting Entity, Choice of Law and Place for Dispute Resolution. For the Products and 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. **The United States and Canada.** If your main business address is in) the 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 you are registered, or

your organization's principal place of business, 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 courts of California for all disputes arising out of or relating to these Terms or the Products and 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 Products and Services govern all other claims (including claims for consumer protection, unfair competition, and tort).

c. **Middle East, Africa or Europe.** If your principal place of business is in the Middle East, Africa or Europe, except in the European Union (E.U.), Iceland, Liechtenstein, Norway, Switzerland and the United Kingdom, and you are using free parts of the Products and 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 Products and Services govern all other claims (including claims for consumer protection, unfair competition, and tort). 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 Products and Services.

d. **Asia or the South Pacific, unless your country is specifically mentioned below.** If your principal place of business is in) Asia (except China, Japan, the Republic of Korea or Taiwan) or the South Pacific, and you are using free portions of the Products and 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 Products and 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 Products and Services govern all other claims (including claims for consumer protection, unfair competition, and tort). Any dispute arising out of these Terms or the Products and Services, including any doubt as to their 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 the 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 Products and Services, the laws of Japan govern these Terms and any matters arising from or relating to them or the Products and 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 Products and Services.

f. **The 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 Products and Services, the laws of the Republic of Korea govern these Terms and any matters arising from or relating to them or the Products and 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 the Products and 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 Products and Services, Taiwanese law governs these Terms and any problems arising from or relating to them or the Products and 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 the Products and Services to the fullest 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.

Guarantees

11. Warranties.

a. ALGOTIVE AND OUR AFFILIATES, RESELLERS, DISTRIBUTORS AND SUPPLIERS MAKE NO WARRANTIES, EXPRESS OR IMPLIED, OR WARRANTIES OR CONDITIONS REGARDING YOUR USE OF THE SERVICES. YOU UNDERSTAND YOUR USE OF THE SERVICES IS AT YOUR OWN RISK, AND WE PROVIDE THE SERVICES ON AN "AS IS" AND "AS AVAILABLE" BASIS. ALGOTIVE DOES NOT GUARANTEE THE ACCURACY OR TIMELINESS OF THE SERVICES. YOU MAY HAVE CERTAIN RIGHTS UNDER YOUR LOCAL LAW. NOTHING IN THESE TERMS IS INTENDED TO AFFECT THOSE RIGHTS, IF APPLICABLE. YOU ACKNOWLEDGE THAT COMPUTER AND TELECOMMUNICATIONS SYSTEMS ARE NOT ERROR-FREE AND OCCASIONAL PERIODS OF DOWNTIME MAY OCCUR. WE DO NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE OR ERROR-FREE, OR

THERE WILL BE NO LOSS OF CONTENT, NOR DO WE GUARANTEE CONNECTION TO OR TRANSMISSION FROM COMPUTER NETWORKS.

b. TO THE FULLEST EXTENT PERMITTED BY LAW, WE EXCLUDE IMPLIED WARRANTIES, INCLUDING THOSE OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, REASONABLE EFFORT, AND NON-INFRINGEMENT.

c. For consumers living in Australia: Our products and services include warranties that cannot be excluded under the Australian Consumer Act. In case of major service failures, you have the right to:

- cancel the service contract you entered into with us; and
- a refund for the unused part or compensation for its reduced value.

You also have the right to choose a refund or replacement in case of major product failures. If a failure in the products or service does not mean a major failure, you are entitled to a rectification of the fault within a reasonable period. If this is not done, you are entitled to a refund of the products and to cancel the service contract, in addition to obtaining a refund for any unused part. You are also entitled to receive compensation in the event of any other reasonably foreseeable loss or damage resulting from a failure of the products or services.

d. For consumers living in New Zealand, you may have legal rights under the New Zealand Consumer Guarantees Act, and nothing in these Terms is intended to affect such rights.

Limitation of Liability

12. Limitation of Liability.

a. 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 providers, 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 current License of your Products and Services, if any (or up to USD \$10.00 if the Products and Services are free of charge). The foregoing is limited to the period of the license in which you have access to updates to your Service and does not extend to the Support period that may be established by your Software or Service Agreement.

b. To the extent permitted by applicable law, you may not recover (i) consequential damages or losses; (ii) loss of actual or anticipated profits (whether direct or indirect); (iii) loss of actual or anticipated income (whether direct or indirect); (iv) loss of contract or business or other loss or damage arising from your use of the Products and Services in a non-personal capacity; (v) special, indirect, incidental or punitive loss or damages; and (vi) to the extent permitted by law,

direct loss or damage exceeding the limits specified in section 12.a. These limitations and exclusions apply even if this remedy does not fully compensate you for losses or breach of its essential purpose, or if we knew or would have known about the possibility of damages. To the fullest extent permitted by law, these limitations and exclusions apply to anything or any claim relating to these Terms, the Products and Services or software relating to the Products and Services.

c. Algotive is not responsible for any breach or delay in performing its obligations, as set forth in these Terms, to the extent that the breach or delay is caused by circumstances beyond Algotive's reasonable control (such as labor disputes, force majeure events, war or terrorist activity, malicious harm, accidents, or compliance with any applicable law or governmental ordinance). Algotive will do its best to minimize the effects of any of these events and to comply with unaffected obligations.

Service-Specific Terms

13. Specific Terms of Service. The terms before and after section 13 apply in general to all Products and Services. This section contains service-specific terms that are supplemental to the general terms. In the event of conflicts with the general terms, these service-specific terms govern.

The ACS Platform

a. **The ACS Platform.** Algotive Cloud Services (the "**ACS Platform**") is a tool for updating, controlling and managing certain Algotive Products and Services, with various functionalities available to Administrators. The ACS Platform is cloud-based with secure protocols. This platform allows administrative functions on the contracted Products and Services; the monitoring of the health status of the system; as well as the update of the version, always with the administrator's authorization.

i. **Architecture.** The ACS platform is made up of three modules:

1. **Algotive Account Management Portal.** This portal enables a series of functions to the Customer's administrators of our Products and Services, highlighting the creation, consultation, modification, blocking, and elimination of users, as well as approving and scheduling the date and time of an update available for the Product. The Algotive Account Management Portal requires web connectivity and multi-factor authentication for an administrator to access.

2. **Health Monitoring Module and Product Version.** This module accesses Anonymized Data and data limited to metrics of the stability of an installed Service or Product, its level of use, error reporting, and information that is represented to the Client's administrator in the Algotive Account Management Portal and that allows Algotive to make improvements to Products and Services. For installed Products and Services, the Health Monitoring module and Product

Version regularly verifies the installed version number. This last point allows to activate the update option, where appropriate, for consideration and approval of the Client's administrator in the Algotive Account Management Portal. The Health Monitoring module and Product Version are not accessed directly by the Customer.

3. Product Update Module. Once the administrator has accepted the update of an installed Product or Service in the Algotive Account Management Portal, the Product Update Module performs the update on the scheduled date, detonating and monitoring the remote installation process, responding to possible errors during it, and verifying its correct completion. The Product Update Module is not directly accessible by the Customer.

ii. **Functionality and Content.** The ACS Platform offers a variety of features, some of which are customized. The Products and Services of the ACS Platform may allow you access to services, information or functionality provided by Algotive Products and Services. The Specific Terms of Service in Section 13 also apply to your use of applicable Algotive Products and Services accessed through the ACS Platform Services. The ACS Platform provides information for its product and Algotive administration purposes, and you should use your judgment when reviewing and relying on that information. Algotive is not responsible if a feature of the ACS Platform delays or does not allow you to receive, review, send a communication, notification, or obtain a service.

iii. **Devices Enabled for the ACS Platform.** Devices enabled for the ACS Platform (e.g., the VDRD Server) are products or devices enabled to connect to the ACS Platform Services or products or devices compatible with the ACS Platform Services. Devices enabled for the ACS Platform include third-party products or devices that are not owned by Algotive or that Algotive does not manufacture or develop. Algotive is not responsible for these devices or third-party products.

iv. **Software Updates.** We may automatically review your version of the Algotive Products and Services software installed through the ACS Platform Health Monitoring and Product Version Module, download software updates or configuration changes, or request manufacturers of ACS Platform-enabled devices to keep the ACS Platform Services software up to date.

v. **Access to the ACS Portal.** If you purchase certain Products and Services, access to the ACS Portal will be automatically activated for you. In case of canceling said Products and Services, access to the ACS Portal is canceled within a period of 30 days, from the date of cancellation of said Products and Services.

vi. **Response Time of Recovery of Services of the ACS Portal.** If a failure attributable to Algotive makes it impossible for you to use the ACS Portal Services, we will take all necessary actions to recover such use. Algotive reserves a period of three working days to perform such actions, and you agree that such period shall not represent a breach of the Agreement or give you any right to require the payment of penalties against Algotive. Connectivity failures attributable to the web connection with the Products and Services are not the responsibility of Algotive.

The VDRD Server

b. **The VDRD Server.** The VDRD Video Analytics Server (the "**VDRD Server**") is a high-capacity data science hardware for processing analytical video, which is physically installed within a Client's premises. Due to its technical characteristics, it requires installation within a Data Center.

i. **Installation.** We install the VDRD Server within your Data Center, and you agree to support us in properly performing such activity if required. In certain cases, we may involve our business partners to perform such installation on our behalf, and we are responsible for their involvement.

ii. **Connectivity.** For its proper functioning, the VDRD Server requires a dedicated web connection, which allows it to meet with the ACS Platform; which enables the Client's administrators to manage the operation of installed Products and Services, monitor the health of the hardware, as well as make updates to its operating system and the installed Products and Services. Depending on the Product and Service, the VDRD Server may also require connectivity to workstations with installed client versions of such Product and Service and to third-party hardware.

iii. **Technical specifications.** The configuration of the VDRD Server depends on the specifications of the Products and Services installed and, in many cases, on the Client's Objectives in the use thereof. This includes the operating system, number and type of processor, number and type of GPUs, memory, disk space, and network cards.

iv. **Proprietary Rights.** The VDRD Server may be purchased or licensed by you. If you purchase a license to use, you may obtain the purchase option benefit at a future date in certain cases. Some Products and Services require a VDRD Server to operate properly; as long as you use the Products and Services, you acknowledge and agree to the Limitations of Use set forth in section 13.b. v. If you purchase the Server and cancel the installed Products and Services, you may freely dispose of its use, and the provisions of section 13.b.v. do not apply. If you purchase a license, cancel the Products and Services, and do not have the option to purchase, we may, in our sole discretion, request the recovery of the VDRD Server, and you must allow us access to your Data Center to do so, as in that case, the VDRD Server remains the property of Algovite without exception.

v. **Limitations of Use.** The VDRD Server is for the exclusive use of Algovite Products and Services. You shall not attempt to modify or access the files contained therein or allow a third party to do so, other than as set forth by the Algovite Product and Service involved. You must not allow the installation of unauthorized third-party applications or attempt to make updates to your operating system or other components without the prior authorization of Algovite. If you violate this section, we may, in our sole discretion, stop providing you with the Products and Services or

close your Algotive account, and you waive the benefits set forth in section 4.e without prejudice to Algotive.

vi. **Manufacturing.** Depending on the case, considering the requirements and at our sole discretion, we cannot offer you the VDRD Server manufactured by third parties or by us.

vii. **Support.** We offer you different forms of support, which are listed below:

1. **On-premise support.** Offered by one of our business partners or us. On-site support terms vary depending on the specifications we contractually establish with you.

2. **Remote support.** Offered by one of our business partners or us. Remote support terms vary depending on the specifications we contractually establish with you.

3. **Replacement of parts.** Depending on the terms we mutually establish, we offer a parts replacement warranty for a certain period.

4. **User Portal.** We have a User Support Portal containing different sections, including support tools, communication with the support team, frequently asked questions, and applicable documentation. You may copy or use the documentation for personal reference purposes. The period during which you can access the User Support Portal varies according to the Product and Service, in addition to the terms of your contract, and lasts for the period established with you.

viii. **Recovery Response Time of the VDRD Server.** If a failure attributable to Algotive makes it impossible for you to use the VDRD Server, we will take all necessary actions to recover such use. Algotive reserves a period of five working days to perform such actions, and you agree that such period shall not represent a breach of the Agreement or entitle you to require the payment of penalties against Algotive. Failures attributable to components of its architecture of which the VDRD Server requires a connection are not attributable to Algotive.

ix. **Alternative provider.** You may choose to license or acquire a server with a third party, and it will be considered a VDRD Server as long as it complies with the requirements of sections 13.b.ii, 13.b.iii, and 13.b.v. If you choose to license or acquire a server with a third party, you waive and assume responsibility for the provisions of sections 13.b.i, 13.b.iv, 13.b.vi, 13.b.vii, and 13.b.viii.

The vehicleDRX Software

c. **The vehicleDRX Software.** The vehicleDRX Video Analytics Software ("**the vehicleDRX Software**") is an Algotive Product that allows public safety agencies to locate and track vehicles of interest, as well as detect possible suspicious acts between motorcycles and vehicles, through real-time video analytics tools and in batch video from a video surveillance network.

i. **General architecture.** The vehicleDRX Software operates within a video surveillance center of a public safety agency through two different instances: a Client version (hereinafter, the "vehicleDRX Client Application") and a Server version (hereinafter, the "vehicleDRX Server Application").

1. **vehicleDRX Client application.** The vehicleDRX Client Application is installed on workstations of active monitoring users, allowing them to search and track vehicles of interest and detect suspicious acts between motorcycles and vehicles. The vehicleDRX Client Application is the user interface that allows the active monitor user to interact with the vehicleDRX Software and is connected to the vehicleDRX Server Application.

2. **Application vehicleDRX Server.** The vehicleDRX Server Application acts as the analytical video processing center of the vehicleDRX Software, processing the video required by the vehicleDRX Client Applications, taking as a source the video of the VMS ("Video Management System") installed to operate the video surveillance system.

The vehicleDRX Server Application can process video from an unlimited number of video surveillance cameras, depending on three factors:

- The technical specifications of the VDRD Server (which affects, for example, the number of videos it can process simultaneously).
- The location of the video surveillance cameras must be circumscribed within the entity that carries out the video surveillance activities.
- The technical limitations of the Video Surveillance Infrastructure, the Transmission Speed, and the Performance of the Customer's VMS.

The vehicleDRX Server Application also acts as a source of installable of the vehicleDRX Client Application for active monitoring users. The active monitor user is responsible for downloading the installable vehicleDRX Client Application to their vehicleDRX Server Application workstation. The vehicleDRX Server Application also alerts active monitoring users of updates corresponding to the vehicleDRX Client Application.

ii. **Connectivity required by vehicleDRX Software.** The vehicleDRX Software requires three stable and permanent connections for its correct operation:

1. **Connectivity with the ACS Platform.** The vehicleDRX Software requires a stable and permanent connection with the ACS Platform to allow the administrator user to empower accounts to active monitoring users, observe the health and performance of the system, as well as monitor and download updates if approved by the administrator user. It is important to note that the vehicleDRX Software only communicates and responds to the ACS Platform in relation to the above points and that at no time does it transmit any images or video, which remain at all times within the systems located in the Client's facilities. The required connection speed, as well as other related connection specifications, vary depending on the version of the vehicleDRX Software.

2. Connectivity with your VMS. The single source of videos to be processed by the vehicleDRX Software comes from the Customer's VMS. It is the Customer's responsibility to ensure that the VMS has the technical specifications to allow access to the vehicleDRX Software and obtain, in real-time and in batch, the required videos through API connection ("Application Programming Interface"). The specifications of the API connection are designed and offered by the VMS provider, and the API connection commonly allows its own and third-party applications to query data securely and stably. It is important to note that the vehicleDRX Software cannot affect the performance of the VMS or the monitoring system in general, as it acts as a monitor rather than querying a limited number of videos simultaneously through the VMS.

3. Connectivity between the vehicleDRX Client Application and the vehicleDRX Server Application. The vehicleDRX Client Application provides information to the vehicleDRX Server Application (for example, the specific videos to be analyzed and the use case to be applied, a request to download the installable, and the version installed on the workstation). The vehicleDRX Server Application responds to such information (for example, by processing the required videos in the given use case and offering the results to the corresponding vehicleDRX Client Application, the required installable, or the notification of the availability of an update to the version installed on the workstation). Moreover, the vehicleDRX Server Application transmits the provisioning of the active monitoring user account to the vehicleDRX Client Application, which it receives from the Algotive Account Management Portal.

iii. **Use cases.** The vehicleDRX Software has functionalities that allow you to solve the following use cases through the use of video analytics:

1. Vehicle detection and monitoring. VehicleDRX Software uses object detection video analytics models to search for a vehicle that meets characteristics determined by the active monitor user (including make, model, color, last moment location, last known location, and vehicle plates) within a coverage area and once located, initiates a process of tracking said vehicle along the available video surveillance network. This activity ends when the vehicleDRX Software receives an alternative instruction from the active monitoring user. The number of detectable vehicles and the effectiveness of the analytical models varies depending on the version of the vehicleDRX Software, as well as the quality and clarity of the video received by the Customer's VMS. The detection of vehicle license plates requires a minimum level of image visibility, which may require specialized infrastructure (for example, road arches with high-definition video cameras located precisely for reading vehicle license plates). The coverage area depends on the GPU processing power and other technical specifications of the VDRD Server.

2. Active monitoring of suspicious use of motorcycles on public roads. The vehicleDRX Software uses behavioral identification video analytics models to monitor a coverage area established by the active monitor user within the video surveillance network, aiming to detect and signal suspicious behavior between individuals' interactions on motorcycles and vehicles in transit. This activity ends when the vehicleDRX Software receives an alternative instruction from the active monitoring user. The number of detectable vehicles and the effectiveness of the

analytical models varies depending on the version of the vehicleDRX Software, as well as the quality and clarity of the video received by the Customer's VMS. The coverage area depends on the GPU processing power and other technical specifications of the VDRD Server.

iv. **User types.** The vehicleDRX Software is operated by two different types of users:

1. **Active monitoring user.** By using the vehicleDRX Client Application on their workstation, the active monitoring user can initiate, modify, and stop a vehicle search and track and monitor suspicious motorcycle use on public roads.

2. **Administrator user.** The system administrator has the authority to manage access to the vehicleDRX Software, including the ability to create, query, update, block, and delete accounts of active monitoring user accounts. In the same way, the administrator user can consult the health and performance status of both the VDRD Server and the vehicleDRX Software, as well as authorize the update of the operating system of the first and the version of the second. The administrator user can also add and remove locations from video surveillance cameras. All activity of the administrator user is carried out in the Algotiv Account Management Portal.

v. **Installation of the vehicleDRX Software.** Due to its Client-Server architecture, the installation of the vehicleDRX Software is performed on two or more devices.

1. **Installation of the vehicleDRX Client Application.** The vehicleDRX Client Application is installed on workstations of active monitoring users, allowing them to search and track vehicles of interest and detect suspicious acts between motorcycles and vehicles. It is possible to install and reinstall the vehicleDRX Client Application on an unlimited number of workstations, as long as they are located within the same facilities where the VDRD Server and the vehicleDRX Server Application are located.

2. **Installation of the vehicleDRX Server Application.** The vehicleDRX Server Application is installed on a VDRD Server within the Client's Data Center. The vehicleDRX Server Application cannot operate on a server other than a VDRD Server.

vi. **Calibration and initial configuration.** The vehicleDRX Software requires a calibration period of its analytical models to achieve the minimum desired performance. Similarly, it is necessary to make certain initial configurations (for example, uploading a file containing the location of the video surveillance cameras).

vii. **License scope.** The vehicleDRX Software is licensed but not sold. By this Agreement, you acquire limited vehicleDRX software use rights and the version you have installed. If Algotiv disables the ability to use the apps on your devices in accordance with your Agreement with Algotiv, all associated license rights will terminate. The publisher of the application reserves all other rights. Unless you are granted further rights by applicable law despite this limitation, you may only use the Application as expressly permitted in this Agreement. In doing so, you must

comply with the technical limitations of the application that only allow you to use it in certain ways. You may not:

1. Fix technical limitations of the application.
2. Reverse engineer, decompile, or disassemble the application, except and only to the extent permitted by applicable law, notwithstanding this limitation.
3. Make further copies of the application than those specified in this Agreement or those permitted by applicable law, notwithstanding this limitation.
4. Publish the app or otherwise make it available for others to copy.
5. Lease, rent or lend the application.
6. Transfer the application or this Agreement to any third party.

Any breach of section 13.c.vii is grounds for termination of your Right of Use, and Algotive will disable your ability to use vehicleDRX on your devices under the Warrant, and you waive all right to claim damages and penalties against Algotive.

viii. **Support.** We offer you different forms of support, which are listed below:

1. **On-premise support.** Offered by one of our business partners or us. On-site support terms vary depending on the specifications we contractually establish with you.
2. **Remote support.** Offered by one of our business partners or us. Remote support terms vary depending on the specifications we contractually establish with you.
3. **User Portal.** We have a User Support Portal containing different sections, including support tools, communication with the support team, frequently asked questions, and applicable documentation. You may copy or use the documentation for personal reference purposes. The period during which you can access the User Support Portal varies according to the Product and Service, in addition to the terms of your contract, and lasts for the period established with you.

ix. **vehicleDRX Software Service Recovery Response Time.** If a failure attributable to Algotive makes it impossible for you to use the vehicleDRX Software, we will take all necessary actions to recover such use. Algotive reserves a period of five working days to perform such actions, and you agree that such period shall not represent a breach of the Agreement or entitle you to require the payment of penalties against Algotive. Source failures attributable to the VMS are not attributable to Algotive.

General Provisions

14. **General provisions.** This section and sections 1, 9 (for amounts incurred prior to the termination of these Terms), 10, 11, 12, 15, 17 and those under their terms govern after these Terms will remain in effect after the termination or cancellation of these Terms. To the extent permitted by applicable law, we may assign these Terms, subcontract our obligations under these Terms, or sublicense our rights under these Terms, in whole or in part, at any time and without notice. You may not assign these Terms or transfer the rights to use the Products and Services. This Agreement constitutes the entire Agreement between you and Algotive in connection with your use of the Products and Services. It supersedes any prior agreements between you and Algotive in connection with your use of the Products and Services. By accepting these Terms, you do not rely on any representations, representations, warranties, conditions, undertakings or promises that have not been expressly set forth in these Terms. All parts of these Terms apply to the fullest extent permitted by applicable law. If a court or arbitrator finds that we cannot enforce a portion of these Terms as drafted, we may replace those terms with similar terms to the extent enforceable under applicable law, but the remainder of these Terms will not change. These Terms are for your and our exclusive benefit. These Terms do not benefit any other person except Algotive's successors and assigns. Section headings are set for reference only and have no legal effect.

15. **Claims must be filed within one year.** Any claim relating to these Terms or the Products and Services (or arbitration if section 10.d applies) must be made within one year of the date you first filed the claim, unless your local laws require a longer period of time to bring the claim. If it is not filed within that period, the claim is permanently time-barred.

16. **Export laws.** You must comply with all export laws and regulations, both domestic and international, that are applicable to the software and/or products and Services, including destination, end-user and end-use restrictions. Please visit our Algotive Products and Services Export Policy for additional information on geographic and export restrictions.

17. **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, trade presentation, logo or equivalent. If you provide Algotive with 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.

NOTIFICATIONS

Notices and Procedure for Claims of Copyright Infringement. Algotive respects the intellectual property rights of third parties. If you would like to submit a notice of intellectual property

infringement, including claims of copyright infringement, please use our Procedure for Submitting Notices of Infringement. **COMPLAINTS THAT DO NOT CONFORM TO THIS PROCEDURE WILL NOT RECEIVE A RESPONSE.**

Algotive uses the processes set forth in 17 U.S.C. § 512 to respond to notices of copyright infringement. Where applicable, Algotive may also disable or suspend accounts of users of Algotive's services who have committed repeated violations.

Notices and procedures on intellectual property concerns in advertising. Please review our Media Intellectual Property Guidelines on intellectual property concerns in our advertising network.

Copyright and Trademark Notices. The Products and Services are registered trademarks © of Algorithmic Objective Corp. and/or its suppliers, 8910 University Center Lane, Suite 400, San Diego, CA 92122, U.S.A. All rights reserved. The Terms incorporate the Algotive Trademark Guidelines (as amended from time to time). Algotive and the names, logos, and icons of all Algotive products, software and services may be registered or unregistered trademarks of the Algotive group of companies in the United States and/or other jurisdictions. You can see a partial list of Algotive's trademarks in the Algotive Trademark Guidelines. Actual product and company names may be trademarks of their respective owners. Any rights not expressly granted in these Terms are reserved.

Notice on H.264/A.V.C., MPEG-4 Visual and VC-1 video standards. The software may include VC-1, MPEG-4 Visual and/or H.264/A.V.C. codec technology under license from MPEG LA, L.L.C. This technology consists of a format for data compression of video information. MPEG LA, L.L.C. requires the inclusion of the following notice:

THIS PRODUCT IS GRANTED UNDER H.264/A.V.C., MPEG-4 VISUAL, AND VC-1 PATENT PORTFOLIO LICENSES FOR A CONSUMER'S PERSONAL, NON-COMMERCIAL USE TO (A) ENCODE VIDEO IN ACCORDANCE WITH THE ABOVE STANDARDS ("VIDEO STANDARDS") AND/OR (B) DECODE H.264/A.V.C., MPEG-4 VISUAL, AND VC-1 VIDEO THAT WAS CODED BY A CONSUMER ENGAGED IN A PERSONAL, NON-COMMERCIAL ACTIVITY AND/OR OBTAINED FROM A VIDEO PROVIDER. LICENSED TO PROVIDE SUCH VIDEO. NONE OF THE LICENSES EXTEND TO ANY OTHER PRODUCT, REGARDLESS OF WHETHER SUCH PRODUCT IS INCLUDED IN THIS SOFTWARE IN A SINGLE ARTICLE. NO LICENSE IS GRANTED OR IMPLIED FOR ANY OTHER USE. ADDITIONAL INFORMATION CAN BE FOUND AT MPEG LA, L.L.C. SEE THE MPEG WEBSITE (<https://www.mpegla.com>).

For clarification purposes only, this notice does not limit or inhibit the use of the software provided under these Terms for normal business uses that are personal to that business, which do not include (i) the redistribution of the software to third parties or (ii) the creation of material with technologies compatible with the VIDEO STANDARDS for distribution to third parties.

Notice of the Current Version of the Agreement. You can view the current version of the Agreement on the Algotive Products and Services Agreement Page.

Covered Products and Services

The following Products and Services are covered by the Algotive Products and Services Agreement but may not be available in your marketplace.

Algotive Account
ACS Platform
VDRD Server
vehicleDRX Software

Leagues of interest

Algotive Customer Support Agreement

www.algotive.ai/lgs/agreement/acsa

Algotive Products and Services Agreement

www.algotive.ai/lgs/agreement/psa

Password Recovery Page

acs.algotive.ai/password/reset

Media Intellectual Property Guidelines

www.algotive.ai/lgs/ip/media

Algotive Trademark Guidelines

www.algotive.ai/lgs/ip/brand/general/use

Algotive Account Activity Policy

www.algotive.ai/lgs/policy/activity

Algotive Products and Services Export Policy

www.algotive.ai/lgs/agreement/psa

Algotive Privacy Policy

<https://www.algotive.ai/lgs/policy/privacy>

Algotive Account Management Portal

acs.algotive.ai

User Support Portal

support.algotive.ai

Procedure for Submitting Notices of Infringement

www.algotive.ai/lgs/ip/infringement-notice

Example downloaded from de Algotive Site