



Inovonics Cloud Platform Terms of Service

These Cloud Terms of Service ("**Terms of Service**") are entered into by and between Inovonics Corporation d/b/a Inovonics Wireless Corporation ("**we**" or "**Inovonics**") and the entity or person agreeing to these terms ("**you**" or "**Customer**") and govern the provision and use of Inovonics Cloud Services. The Agreement (hereinafter defined) of which these Terms of Service are a part is effective as of the date you click to accept the Agreement (the "**Effective Date**"). If you are accepting on behalf of a Customer that is a company or other entity, you represent and warrant that: (1) you have full legal authority to bind Customer to this Agreement; (2) you have read and understand this Agreement; and (3) you agree, on behalf of Customer, to the terms of this Agreement. If you are an individual authorized by Customer to access the Inovonics Cloud and use the Services ("**you**" or "**Authorized User**"), such access and use will constitute acceptance of this Agreement. If you do not have the legal authority to bind Customer or if you do not agree to these terms, please do not click to accept.

1. Definitions.

"**Account**" means your Inovonics Cloud Platform account.

"**Affiliate**" means any entity that directly or indirectly controls, is controlled by, or is under common control with a party, where "control" means control of greater than fifty percent of the party's voting rights or equity interests.

"**Agreement**" means, collectively, this Agreement and the terms and Documentation incorporated by reference herein, as the same may be amended, renewed, extended, or restated from time to time.

"**Authorized Use**" means your authorized use of the Services and access to the Inovonics Cloud via an active Gateway for purposes of distress monitoring in compliance with this Agreement, the Documentation, and applicable law.

"**Customer Data**" means location data, pendant wearer data, alerts, and other content provided by you (or at your direction) via the Services under the Account.

"**Documentation**" means all product instructions, user manuals, technical documentation and specifications, end user license agreements (including without limitation any applicable "shrink-wrap" or "click-wrap" license agreements), training materials, and other documentation and/or instructions provided by Inovonics relating to the Services, as may be updated from time to time, whether provided in print, electronic, web-link, or other format.

"**Feedback**" means feedback or suggestions you provide to Inovonics regarding the Services.

"**Gateway**" means an Inovonics IP Gateway by which alerts are sent to the Inovonics Cloud.

"**Intellectual Property**" means current and future worldwide rights under patent, copyright, trade secret, trademark, and moral rights laws, and other similar rights.

"**Privacy Policy**" shall mean Inovonics' Privacy Policy and Terms of Use which may be viewed at www.inovonics.com, the terms of which are incorporated by reference herein.

"**Services**" means the monitoring, receipt, processing, and communication of System alerts to your designated site(s), central station(s), or other software via Inovonics' proprietary software and application programming interfaces and related technical support services provided by Inovonics in accordance with its then-current technical support procedures and guidelines.

"**SLA**" means Inovonics' then-current service level agreement for the Services at www.inovonics.com.

"**Software**" means any software applications hosted on the Inovonics Cloud for use in connection with the Services, and any updates to such Software that Inovonics may make available from time to time.

"**System**" means any Inovonics wireless system that uses the Inovonics Cloud to receive, store, or distribute messages.

"**System Integrator**" means the Inovonics authorized system integrator through which you acquire access to the Inovonics

Cloud and Services by purchase of a System and maintenance of an active Gateway.

"**Terms of Sale**" means Inovonics' Terms and Conditions and Limited Warranty which may be viewed at www.inovonics.com, and which are incorporated by reference herein.

2. Provision and Use of Services.

2.1 **Services.** During the Term, Inovonics will provide the Services to you in accordance with and subject to the terms of this Agreement, the SLA, and the Terms of Sale. As part of the Services, you will have access to various online consoles and/or tools for administering the Services (the "**Admin Console**") and may grant access to the Admin Console to your authorized system administrator(s).

2.2 **Account.** To use the Services, you must have an Account and at least one active Gateway, including payment of all applicable fees and charges for Gateway service and maintenance to your System Integrator. As a condition to your right to access the Inovonics Cloud and receive the Services, you agree that you will: (a) provide only true, accurate, and complete information when registering your account or when communicating with or responding to Inovonics, and update such information when and as required to maintain its accuracy and completeness; (b) cooperate with our reasonable investigation of outages, security problems, and any suspected breach of the Agreement; and (c) immediately notify us of any unauthorized use of your Account, password, or Gateway(s) or any other breach of security.

2.3 **Customer Data & Security.** Inovonics will not access or use Customer Data except as necessary to provide the Services. Any Customer Data we receive will be processed, stored, and communicated in accordance with the Privacy Policy and reasonable security standards to ensure the security and confidentiality of such data and to protect against unauthorized access or use, but we are not responsible for any unauthorized access to your data or unauthorized use of the Services unless the unauthorized access or use results from our failure to meet the foregoing security obligations. Inovonics may process and store the Customer Data anywhere Inovonics or its agents or contractors maintain facilities. By using the Services, you consent to this processing, storage, and communication of Customer Data.

- 2.4 **Data Storage.** Inovonics will retain data per site in perpetuity in long term storage, accessible by Inovonics Cloud Platform customers for active sites upon request to Inovonics Technical Services. Inovonics reserves the right to pass along any and all data access costs incurred to customers. **CUSTOMERS ARE SOLELY RESPONSIBLE FOR SECURING AND BACKING UP ANY DATA AS REQUIRED FOR IMMEDIATE ACCESS, AND INOVONICS AND ITS SUPPLIERS WILL NOT BE RESPONSIBLE OR LIABLE FOR DELETION OF OR FAILURE TO STORE ANY CUSTOMER DATA MAINTAINED OR TRANSMITTED THROUGH USE OF THE SERVICES.**
- 2.5 **New Applications and Services.** Inovonics may make new applications, tools, features or functionality available from time to time through the Services, the use of which may be contingent upon your agreement to additional terms. Availability of new applications and Services will be communicated on our website and/or through your System Integrator.
- 2.6 **Modifications.** Inovonics may make commercially reasonable updates or modifications from time to time to the Services and/or the terms of this Agreement, including the terms located as any URL referenced herein. Any significant change will be (a) posted on our website and/or in the Admin Console or (b) communicated through your System Integrator. If you do not agree to the updates or modifications, please stop using the Services.
- 2.7 **Disclaimer. EXCEPT AS EXPRESSLY PROVIDED FOR IN THIS AGREEMENT, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, INOVONICS AND ITS SUPPLIERS MAKE NO WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR USE, OR NONINFRINGEMENT, NOR DO THEY WARRANT THAT OPERATION OF THE SERVICES OR SOFTWARE WILL BE UNINTERRUPTED OR ERROR-FREE.**
- 3. Customer Obligations.**
- 3.1 **Use of Services.** Any use of the Services is restricted to Authorized Use. You are responsible for the use of the Services by any of your employees or other persons to whom you have given access to the Services, and by any person who gains access to your data or the Services as a result of your failure to use reasonable security precautions, even if such use was not authorized by you. You may resell the Services, but you are responsible for use of the Services by any third party to whom you resell or provide the Services to the same extent as if you were using the Services yourself. Unless otherwise agreed, Inovonics will provide Services and support only to you, not to any other person you authorize to use the Services. Nothing in this Agreement will be construed to give any third party any legal or equitable right, remedy, or claim under or with respect to this Agreement. Regardless of the status of the business relationship between you and any third party, this Agreement shall continue to remain in full force and effect until terminated as provided in Section 7 (**Term and Termination**).
- 3.2 **Privacy.** You are responsible for obtaining and maintaining any consents required to permit the processing, storage, and communication of Customer Data under this Agreement.
- 3.3 **Restrictions.** You may not directly or indirectly copy, modify, create a derivative work of, reverse engineer, decompile, translate, disassemble, or otherwise attempt to extract any or all of the source code of the Software or Services (subject to Section 3.4 below and except to the extent such restriction is expressly prohibited by applicable law). Inovonics does not intend uses of the Services to create obligations under the Health Insurance Portability and Accountability Act of 1996, as amended from time to time, and any regulations issued under it ("**HIPAA**"), and makes no representations that the Services satisfy HIPAA requirements. If you are (or becomes) a Covered Entity or Business Associate, as defined in HIPAA, you agree that you will not use the Services for any purpose or in any manner involving Protected Health Information (as defined in HIPAA) unless you have received our prior written consent to such use.
- 3.4 **Third Party Components.** Third party components of the Services (which may include software or cloud hosting) may be subject to separate license agreements and/or restrictions. To the limited extent a third-party license expressly supersedes this Agreement, that third party license governs your use of that third-party component.
- 3.5 **Documentation.** If Inovonics provides Documentation regarding your use of the Services and/or System components, you are responsible for compliance with all restrictions and requirements specified in such Documentation.
- 3.6 **Service Level Agreement.** Inovonics will not be liable for interruptions in or other failure of the Services except as specifically set forth in the SLA and in this Section. If you are dissatisfied with the Services, your sole remedies are those listed in the SLA or termination of this Agreement as authorized pursuant to Section 7 (**Term & Termination**). All Services, whether or not addressed in the Service Level Agreement, are provided pursuant to the provisions of Section 8 (**Indemnification & Limitation of Liability**) and the terms and restrictions contained or referenced in this Agreement. Inovonics may use third party service providers to perform all or any part of the Services, but we remain responsible to you under the SLA for Services performed by third parties to the same extent as if Inovonics performed the Services itself.
- 3.7 **U.S. Federal Agency Customers.** The Services were developed solely at private expense and are commercial computer software and related documentation within the meaning of the applicable Federal Acquisition Regulations and their agency supplements.
- 4. Suspension & Discontinuation of Services.**
- 4.1 **Suspension.** Inovonics may suspend or disable access to all or part of your use of the Services if we reasonably believe: (i) that Services are being used (or have been or will be used) in violation of this Agreement, (ii) that you are, or are affiliated in any manner with, a person who has used similar services abusively in the past; (iii) that your Services have been accessed or manipulated by a third party without your consent, (v) that suspension of the Services is necessary to protect our network, you, or our other customers, or (vii) suspension is required by law, or if you do not cooperate with our reasonable investigation of any suspected violation of the Agreement. We will give you reasonable advance notice of a suspension under this paragraph and a chance to cure the grounds on which the suspension are based unless we determine in our reasonable judgment that a suspension on shorter or

contemporaneous notice is necessary to protect Inovonics, you, or our other customers from imminent and significant operational or security risk. If the suspension was based on your breach of your obligations under the Agreement, you will remain liable for all service and maintenance fees for your active Gateway(s) during the suspension.

- 4.2 Discontinuation. Unless otherwise agreed by Inovonics in writing, we may discontinue any Services or any portion or feature for any reason at any time without liability to you or to third parties. Inovonics will use commercially reasonable efforts to give at least 90 days' notice prior to discontinuation of any material aspect of the Services unless otherwise required by law or third-party relationship (including if there is a change in applicable law or relationship), or events constituting force majeure.

5. Intellectual Property; Feedback.

- 5.1 Intellectual Property Rights. Except as expressly set forth in this Agreement, this Agreement does not grant either party any rights, implied or otherwise, to the other's content or any of the other's Intellectual Property. As between the parties, Inovonics owns all Intellectual Property rights in the Services and Software and you own any Intellectual Property rights in the Customer Data.
- 5.2 Feedback. If you provide Feedback about the Services, we may use that information without obligation to you and, by accepting this Agreement, you irrevocably assign to us all right, title, and interest in that Feedback.

6. Proprietary Information.

In connection with your use of the Services, you may obtain, acquire or have access to certain confidential and/or proprietary information regarding our operations, technology, products, personnel, plans, systems, strategies, plans, finances, processes, procedures, methods, applications, trade secrets, or other aspects of our business ("**Proprietary Information**"). You acknowledge that Inovonics would be irreparably and materially harmed if any such Proprietary Information were disclosed, revealed or communicated to any unauthorized person or used for any purpose other than your Authorized Use. Accordingly, you agree that you will maintain strictly confidential, and will protect from unauthorized disclosure, dissemination or use, all Proprietary Information of Inovonics using at least the same degree of care as you employ with respect to your own information of like importance, but not less than reasonable care. If you are a company or other entity, you agree that you will disclose or allow access to Proprietary Information only to your employees or professional advisors having a need to know such information in connection with your Authorized Use and a written obligation to protect such information upon terms no less restrictive than this Agreement, and you will be fully responsible for any breach by those employees or advisors. Any disclosure of Proprietary Information to a third party, specifically including any competitor of Inovonics, is strictly prohibited. You acknowledge that monetary damages would be inadequate to compensate for any breach of this Agreement and therefore agree that, in addition to any and all other remedies, immediate injunctive or other equitable relief are appropriate and available to Inovonics to prevent any violation, threatened or actual, even if monetary damages are available and readily quantifiable, and without proof of actual damage, and that any claims you may assert against us will not constitute a defense to such action. As between the

parties, you are responsible for responding to all third-party requests concerning your use of the Services.

7. Term and Termination.

- 7.1 Term. The "**Term**" of this Agreement will begin on the Effective Date and, unless earlier terminated, will continue in effect for so long as you maintain an active Gateway.
- 7.2 Termination for Cause. Either party may terminate this Agreement for cause, and Inovonics may terminate all or any portion of the Services, if: (a) the other party is in material breach of the Agreement and fails to cure that breach within thirty (30) days following written notice except in the case of any breach of Section 5 (**Intellectual Property; Feedback**) or Section 6 (**Proprietary Information**), for which there is no cure period; (b) the other party ceases its business operations or becomes subject to insolvency proceedings and the proceedings are not dismissed within ninety (90) days; or (c) the other party is in material breach of this Agreement more than two times notwithstanding any cure of such breaches.
- 7.3 Effect of Termination. Upon termination of this Agreement, (a) all rights granted hereunder will immediately cease, (b) Inovonics will disable your access to the Services and upon your request, we will return or destroy any Customer Data in our possession or control; and (c) upon Inovonics' request, you agree to return or, at Inovonics' option, promptly destroy all Inovonics Proprietary Information in your possession or control. Any continued business or transactions between the parties after termination of this Agreement shall not be construed as a renewal of this Agreement or as a waiver of such termination, but all such transactions shall be governed by terms identical to the provisions of this Agreement solely with respect to such transactions, unless otherwise agreed in writing, and such transactions shall be terminable at will by either Party without prior notice. This Section 7.4 and Sections 5 (**Intellectual Property; Feedback**), 6 (**Proprietary Information**), 8 (**Indemnification & Limitation of Liability**), and 9 (**Miscellaneous**) will survive termination of this Agreement.

8. Indemnification & Limitation of Liability.

- 8.1 Defense & Indemnification. If Inovonics, its Affiliates, or any of their respective employees, agents, or suppliers ("**Indemnitees**") are faced with a legal claim by a third party (including without limitation your employees, customers, contractors, or end users) arising out of your actual or alleged negligence, willful misconduct, violation of law, or failure to meet the confidentiality, security, or Authorized Use obligations under this Agreement, you agree to defend the claim at your sole expense (including attorneys' fees and costs) and to pay any damages, fines, penalties, interest, or other amounts that are awarded against the Indemnitees or that you agree to pay in settlement of the claim; provided, that any settlement or compromise that may adversely affect Inovonics (such as but not limited to any admission of liability, payment of money, or requirement to take or refrain from taking any action) requires our prior written consent, which we agree will not be unreasonably withheld. Your obligations under this Section include claims arising out of the acts or omissions of your employees, any other person to whom you have given access to the Services, and any person who gains access to the Services as a result of your failure to use reasonable security precautions, even if the acts or omissions of such persons were not authorized by you. In the event of a conflict of interest or other

- 8.2 Indemnification Process. In the event of a claim for which any Indemnitee(s) may be entitled to indemnification, we will provide prompt notice of the claim, and you will promptly assume the defense of the claim using counsel reasonably acceptable to us. We agree to provide reasonable assistance and cooperation in the defense of the claim, provided that you pay or reimburse any material costs of such assistance.
- 8.3 Limitation of Liability. **TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, NEITHER PARTY, NOR INOVONICS' SUPPLIERS OR CONTRACTORS, WILL BE LIABLE FOR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, PUNITIVE, OR OTHER INDIRECT DAMAGES (INCLUDING WITHOUT LIMITATION LOSS OF PROFITS, REVENUES, DATA, OR USE) OR COSTS ASSOCIATED WITH THE ACQUISITION OF SUBSTITUTE GOODS OR SERVICES), ARISING OUT OF OR IN CONNECTION WITH THE PERFORMANCE OR NONPERFORMANCE OF THIS AGREEMENT OR ANY ACTS OR OMISSIONS ASSOCIATED THEREWITH, WHETHER OR NOT FORESEEABLE AND EVEN IF THE RESPONSIBLE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. INOVONICS' AGGREGATE LIABILITY IN DAMAGES OR OTHERWISE ARISING OUT OF OR RELATED TO THIS AGREEMENT SHALL NOT EXCEED THE TOTAL AMOUNTS PAID BY CUSTOMER TO INTEGRATOR FOR GATEWAY ACCESS TO THE SERVICES DURING THE 12-MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO THE CLAIM. THE PARTIES AGREE THAT THESE LIMITATIONS WILL APPLY REGARDLESS OF THE FORM OF ACTION, WHETHER ARISING IN CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE, AND NOTWITHSTANDING FAILURE OF THE ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.** These limitations of liability do not apply to (a) unauthorized use or violation of a party's Intellectual Property or Proprietary Rights, or (b) indemnification obligations.
9. Miscellaneous.
- 9.1 Entire Agreement. This Agreement sets out all terms agreed between the parties and supersedes all other agreements between the parties relating to its subject matter. In entering into this Agreement, neither party has relied on, and neither party will have any right or remedy based on, any statement, representation or warranty (whether made negligently or innocently), except those expressly set out in this Agreement. The terms located at a URL referenced in this Agreement and the Documentation are incorporated by reference into the Agreement.
- 9.2 Notices. All notices must be in writing and addressed to the other party's primary point of contact and will be effective upon delivery in person, by registered or certified mail, or by reputable overnight delivery service with delivery confirmation. In the case of Inovonics, notices should be delivered to our principal office address as set out on our website, with an additional copy of all legal notices sent to:
- Roper Technologies, Inc.
Attn: Legal Department
6901 Professional Parkway East, Suite 200
Sarasota, FL 34240-2160
- 9.3 Force Majeure. Neither party will be liable for failure or delay in performance to the extent caused by events or circumstances beyond its reasonable control and without its fault or negligence.
- 9.4 No Agency. This Agreement does not create any agency, partnership or joint venture between the parties.
- 9.5 No Waiver. No waiver of any term or condition of this Agreement shall be effectual for any purpose unless in writing and signed by the Party against whom it is sought to be enforced, and such waiver shall be effective only in the specific instance and for the specific purpose given. Neither party will be treated as having waived any rights under this Agreement or under applicable law by not exercising (or delaying the exercise of) such rights, and the exercise or partial exercise of any right does not preclude any other or further exercise of rights.
- 9.6 Assignment; Binding Effect. Neither party may assign any part of this Agreement without the written consent of the other except (a) pursuant to a sale or reorganization of all or substantially all of its business or assets to which this Agreement pertains, or (b) to an Affiliate, provided that (i) the Affiliate has agreed in writing to be bound by the terms of this Agreement; (b) the assigning party remains liable for all obligations under the Agreement if the Affiliate defaults on them; and (c) the assigning party has notified the other party of the assignment. Any attempted assignment or transfer in violation of this paragraph shall be null and void and, at Inovonics' option, shall result in immediate termination of this Agreement. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of the Parties hereto and their permitted successors and assigns.
- 9.7 Governing Law. This Agreement and any disputes which may arise out of deliveries from Inovonics to Integrator hereunder will in all respects be governed by and construed and enforced in accordance with the laws of the United States and the State of Colorado, without giving effect to any conflict of law provision that would cause the application of the laws of any other jurisdiction. To the extent and in the event the United Nations Convention on Contracts for The International Sale of Goods could be applicable by operation of the laws of the United States of America and of the State of Colorado, the Parties hereby opt out of the application of the Convention and any applicable international discovery and service of process conventions shall be inapplicable.
- 9.8 Construction. Headings are for convenience of reference only and should not affect interpretation. No course of prior dealings or usage of trade are relevant to supplement or explain the terms herein. If any provision of this Agreement is determined to be invalid, illegal, or unenforceable in any respect, that provision will be interpreted or deemed reformed to the minimum extent necessary to preserve its intent and render it enforceable under applicable law or, if reformation is not practicable, will be deemed severed; and the remaining provisions this Agreement will remain enforceable to the full extent permitted by law.