



## COMPLI SOFTWARE AS A SERVICE AGREEMENT.

This Compli Software provided by OneVizion as a Service Agreement (this Agreement) is made and entered into as of        date        (the Effective Date), by and between OneVizion, Inc., a Georgia Corporation (OneVizion) located at 3855 Shallowford Road, Suite 110, Marietta, GA 30062, and

vendor name vendor address

a        state incorporated        company (CLIENT) located at

## 2. DEFINITIONS.

### 2.1. OneVizion Data.

OneVizion Data means all the data stored on the Compli Service which is owned by OneVizion and is not VENDOR or Vendor Staff data.

### 2.2. Audit.

Audit refers to OneVizion's objective evaluation of VENDOR procedures, certificates, documents, and practices to assess VENDOR's compliance with relevant regulatory standards, industry best practices, and specific business partner requirements.

### 2.3. Authorized User.

Authorized User means any user account configured in the Service and enabled at any time during the month and specifically includes accounts associated with a specific person as well as administrative accounts used to enable integrations, notifications, or testing.

### 2.4. Affiliates.

Affiliates means an entity controlled by, under common control with, or controlling such Party, where control is denoted by having fifty percent (50%) or more of the voting power (or equivalent) of the applicable entity. Subject to the terms and conditions of this Agreement, Affiliates of the VENDOR may use the license granted to the VENDOR hereunder.

### 2.5. VENDOR Data.

Vendor Data means data, files, or information accessed, used, communicated, stored, or submitted by VENDOR or Vendor Staff related to VENDOR's or Vendor Staff's use of the Compli Service.

### 2.6. Compli Data.

Compli Data means User Data and OneVizion Data.

## 2.7. Compli Service.

Compli Service means the Compli Software as a Service, which is provided to VENDOR for non-exclusive use and access.

## 2.8. Compliance Information.

Compliance Information refers to information provided by OneVizion to VENDOR when implementing and providing the Compli Service, including but not limited to information on regulations, interpretation of regulations, compliance, insurance and qualifications, certifications and licenses for technicians.

## 2.9. Confidential Information.

Confidential Information means any nonpublic information or materials disclosed by either Party to the other Party, either directly or indirectly, in writing, orally, or by inspection of tangible objects that the disclosing Party clearly identifies as confidential or proprietary. OneVizion Confidential Information includes the Compli Service, Compli Data and any information or materials relating to the Compli Service including any software, documentation, flow-chart, logic diagram, design proposal, screen shot, screen shot concept, algorithm, device, compilation of information, method, technique, or process, and Compli Data or otherwise. Confidential Information may also include confidential or proprietary information disclosed to a disclosing Party by a third party.

## 2.10. Content.

Content means VENDOR Data and User Data.

## 2.11. Data Storage.

Data Storage means the aggregate amount of data collected and stored in the Compli Service by and for the VENDOR and Vendor Staff. The calculation of data used by VENDOR includes, but is not limited to VENDOR data, custom fields, custom objects, tables, reports, forms, VENDOR documents, file uploads, photographic images, and video.

## 2.12. Devices.

Devices means the system of servers, network infrastructure, endpoints, software, workstations, computers and mobile devices, whether physical or virtual, upon or through which the Compli Service is delivered.

## 2.13. Documentation.

Documentation means the user documentation prepared by OneVizion and provided by OneVizion to VENDOR regarding the use of the Compli Service, as updated from time to time, including all operator's and user's manuals, training materials, guides, commentary, technical, design or functional specifications, requirements documents, proposals, schedules, listings and other materials or documents related to the Software.

## 2.14. Restricted Access Data.

Restricted Access Data means VENDOR Data that is restricted from access by other Users and that is expressly designated by OneVizion as being Restricted Access Data.

## 2.15. Software.

Software means that certain computer software, proprietary to OneVizion, employed to deliver the Compli Service, together with the updates, new releases or versions, modifications or enhancements; such is part of the Compli Service.

## 2.16. Source Code.

Source Code means the human readable form of code for the Software, which includes all programs, objects, components, classes, base-classes, sub-classes, compiler(s), interpreter(s), template(s), tools, libraries and any other software necessary to support the runtime execution of the object oriented software system and all relevant technical specifications and documentation, including, without limitation, flow charts, algorithms and subroutine descriptions, memory and overlay maps and other documentation of the code, all in sufficient detail to enable a reasonably skilled programmer to readily interpret, build, modify, load, use, support and maintain the code and to perform or caused to be performed such actions as are licensed under this Agreement.

#### **2.17. Staff.**

Staff means an individual authorized by VENDOR to access and use the Software Services, Software, and Documentation. Staff may only include VENDOR's employees, consultants, and contractors.

#### **2.18. Unauthorized Credential Sharing.**

Unauthorized Credential Sharing means any interaction with the Compli Service by an unlicensed individual, whether such interaction is direct or indirect. Examples include but are not limited to a licensed individual sharing login credentials with an unlicensed individual, the sharing of a single login credential by multiple individuals, multiple individuals contributing to a shared spreadsheet which is submitted by a single licensed individual, and API use by generic login credentials.

#### **2.19. User Data.**

User Data means the similar VENDOR Data as defined under this Agreement of other Users.

#### **2.20. Users.**

Users means third parties other than VENDOR, which have entered into a similar agreement to this Agreement with OneVizion for the Use of the Compli Service or other products and services offered by OneVizion.

### **3. SOFTWARE SERVICES.**

#### **3.1. Software Services Subscription.**

Software Services Subscription. Subject to the payment of fees and continuous compliance with this Agreement, OneVizion hereby grants VENDOR a limited, nonexclusive, nontransferable right to access and use the OneVizion hosted Compli Service and associated Documentation (together the Licensed Materials) during the Term (Software Subscription) for VENDOR's internal business purposes and not as a service bureau, application service provider, or other service provided to third parties. VENDOR acknowledges that OneVizion uses a third-party platform for hosting the Service. OneVizion will manage the services and monthly fees for the third-party platform on behalf of VENDOR. VENDOR may make additional copies of the Documentation, solely for VENDOR's internal training and support purposes. The Compli Service may not be Used by more than the number of Authorized Users permitted by the subscription. Use means that Licensee, Affiliates, and Contractors of Licensee or an Affiliate may, during the Term, access, run, or otherwise interact with the Compli Service in accordance with the Documentation and the rights granted herein by OneVizion. Subject to the limitations on the number of Authorized Users, Contractors of the VENDOR may Use the Licensed Materials during the Term solely for the benefit of VENDOR or an Affiliate and

not for the benefit of any other customer or client of Contractor and only for as long as Contractor is providing services to VENDOR or an Affiliate. VENDOR is solely responsible for obtaining and maintaining the hardware, software, and telecommunications equipment needed to access the Service. VENDOR assumes sole responsibility for use of the Login Credentials, and VENDOR further acknowledges that each VENDOR Staff member must be provided unique Login Credentials and that those credentials may not be shared with any other individuals (see Unauthorized Credential Sharing). If Login Credentials are misappropriated, VENDOR shall notify OneVizion support staff within one business day by telephone and shall concurrently provide written notice to OneVizion. .

### 3.2. End User Agreements.

End User Agreements. The use of the Compli Service by VENDOR Staff shall be subject to any end user agreement, terms of use, and privacy policy applicable to any website that may be used to access the Compli Service.

### 3.3. Source Code.

Nothing contained herein shall be interpreted or constructed to provide VENDOR with any right, title, interest, license, right to use, to modify, or right to access any Source Code.

### 3.4. Software Subscription Fee.

Software Subscription Fee. Commencing on the Effective Date and continuing thereafter each succeeding year during the Initial Term and any renewals thereto, VENDOR shall pay this subscription fee which includes access and services up to the maximum specified for the selected subscription tier, with maximums specified in each tier for the permitted number of Authorized Users, the permitted number of workers/technicians, and total number of certification reviews during the subscription term. The annual subscription fee for the selected tier, together with any additional fees incurred for additional quantities of workers/technicians or certification reviews required (together the "Software Subscription Fees") are as specified at the following web link:

[compliregister.onevizion.com/#step-1](https://compliregister.onevizion.com/#step-1) and are subject to change without notice.

Note, this subscription agreement includes auto-renewal provision, and the Vendor acknowledges this auto-renewal provisions by accepting this agreement.

### 3.5. Staff Access (Seat Licenses).

Staff Access (Seat Licenses). VENDOR will be granted active Authorized User licenses for the annual fee as outlined in 3.4 above.

### 3.6. Data Storage.

Data Storage. OneVizion grants VENDOR data storage for the Compli application based on the category of license as follows:.

Compli LITE – Up to Five (5) Gigabytes.

Compli Standard – Up to Twenty (20) Gigabytes.

Compli Premium – Up to Thirty (30) Gigabytes.

Compli Pro – Up to Fifty (50) Gigabytes.

VENDOR understands that additional data storage may be required as use and adoption of the Compli Service increases. Additional data storage will be made available to VENDOR at the following rate:. Each additional Ten (10) Gigabytes or portion thereof per year or portion thereof – an additional monthly fee of One Hundred (\$100.00) Dollars. OneVizion will provide notice to VENDOR when current data storage usage reaches 95%, and upon exceeding 100%, of the included data storage. VENDOR must 1) Upgrade to a Compli plan that includes more data storage, or 2) Contract for additional data storage, within 15 days of the receipt of notice that VENDOR has exceeded 100% of the included data storage, using the Compli web site <http://www.onevizion.com/compli/register>.

## **4. BILLING AND PAYMENT.**

### **4.1. Billing.**

OneVizion will provide notice by email to the VENDOR of pending Software Subscription Fees and any Additional Data Storage Fees on an annual basis, approximately thirty days prior to the payment due date. OneVizion will also provide notice by email of any Additional Storage Fees due as those fees are incurred based on data storage use.

### **4.2. Payment.**

VENDOR is expected to remit payment for any fees within fifteen (15) days of the initial or renewal date. Fees past due beyond 30 days may be assessed a late charge of 3% default interest calculated monthly.

### **4.3. Annual Escalator.**

Due to the annual costs associated with a growing database of data, OneVizion must ensure the integrity and maintenance of the Compli Platform while continuing to develop new features and functions. VENDOR pricing is fixed for the first year of the Initial Term. Thereafter, OneVizion may apply an annual price escalator. Pricing for Software Subscription Fees is as posted at the website [compliregister.onevizion.com/#step-1](http://compliregister.onevizion.com/#step-1) as of the date of payment.

### **4.4. Non-Payment.**

In the event of non-payment by VENDOR beyond thirty (30) days past due, and provided OneVizion has issued a final notice of non-payment to VENDOR more than ten (10) days prior, OneVizion reserves the right, in its sole discretion, without giving any reason, to suspend access to the Compli Service. Upon VENDOR bringing their past due invoice balance current along with any applicable interest charges and the payment of a reactivation fee of One Hundred (\$100.00) Dollars USD , OneVizion will reinstate access to the Compli Service in a commercially reasonable timeframe. VENDOR will not receive a refund or credit for any period of service that may have been interrupted due to non-payment.

### **4.5. Taxes**

If applicable, Licensed Parties are responsible for and must pay all governmental, federal, state, or local taxes (other than taxes based on OneVizion's income), including sales taxes imposed in connection with the Service, including without limitation taxes assessed because Authorized Users are accessing the Service from a state or locality other than that referenced in the "Ship To" address on any applicable Order (individually a "Tax" or together the "Taxes").

Unless Licensee notifies OneVizion that Licensee assumes responsibility for the payment of Taxes, OneVizion will make commercially reasonable efforts to include all such Taxes on each invoice issued to the Licensee. In the event that OneVizion or another party identifies a Tax which has not already been included on an invoice, OneVizion will provide notice to the Licensee and a supplemental invoice for the Tax within 30 days of the identification of the tax obligation. Licensee will indemnify OneVizion and hold OneVizion harmless from and against any such taxes and will promptly reimburse OneVizion for any taxes that OneVizion must pay because of Licensee's failure to pay such amount.

## **5. LICENSE RESTRICTIONS; OBLIGATIONS.**

### **5.1. License Restrictions.**

VENDOR may not (i) provide, make available to, or permit individuals other than VENDOR Staff to use or access the Compli Service or Documentation, in whole or in part; (ii) copy, reproduce, republish, upload, post, or transmit the Compli Service, Compli Data or Documentation (except as otherwise permitted for training) (iii) license, sell, resell, rent, lease, transfer, assign, distribute, or otherwise transfer rights to the Compli Service or Documentation unless as authorized in this Agreement; (iv) modify, translate, reverse engineer, decompile, disassemble, create derivative works, or otherwise attempt to derive the Source Code of the Compli Service or Documentation; (v) create, market, transfer, distribute add-ons or enhancements or incorporate into another product the Compli Service or Documentation without prior written consent of OneVizion; (vi) remove any proprietary or copyright notices or labels on the Compli Service or Documentation without prior written consent of OneVizion; (vii) license or assign any licensed rights to the Compli Service; (viii) use the Compli Service to store or transmit infringing, libelous, unlawful, criminal or tortious material or to store or transmit material in violation of third party rights, including privacy rights; (ix) use the Compli Service to violate any rights of others; (x) use the Compli Service to store or transmit malicious code, Trojan horses, malware, spam, viruses, or other destructive technology (Viruses); (xi) interfere with, impair, or disrupt the integrity or performance of the Compli Service or any other third party's use of the Compli Service; (xii) use any data mining, robots, scraping or similar data gathering or extraction methods when using the Compli Service; (xiii) make any portion of the Compli Service available through any timesharing system, service bureau, the Internet or any other technology now existing or developed in the future; (xiv) use any automatic or manual process to harvest information from the Compli Service; (xv) use the Compli Service for the purpose of gathering information for or transmitting (1) unsolicited commercial email; (2) email that makes use of headers, invalid or nonexistent domain names, or other means of deceptive addresses; and (3) unsolicited telephone calls or facsimile transmissions; (xvi) use the Compli Service in a manner that violates any applicable law, rule or regulation including without limitation, those regulating email, facsimile transmissions or telephone solicitations; and (xvii) export or re-export the Compli Service or any portion thereof, in violation of export control laws or regulations of the United States or any other country; (xviii) alter, circumvent, or provide the means to alter or circumvent the Compli Service, including technical limitations, recurring fees, or usage limits; (xix) allow access or use the Licensed Materials by or on behalf of a direct or indirect competitor of OneVizion without OneVizion's express written approval; or (xx) access any Licensed Materials if such individual is not least 18 years of age, or otherwise over the age of majority in the jurisdiction in which such individual resides.

### **5.2. VENDOR's Obligations.**

VENDOR acknowledges, agrees, and warrants that: (i) VENDOR shall be responsible for VENDOR's Staff Use of the Compli Service and Documentation in compliance with this Agreement, and if VENDOR becomes aware of any violation, VENDOR shall immediately terminate the offending Party's access to the Compli Service and Documentation and notify OneVizion as soon as is possible; (ii) VENDOR Staff shall at all times while engaged in Use

of the Compli Service and Documentation comply with all applicable local, state, and federal, laws; (iii) VENDOR and VENDOR's Contractors shall establish adequate infrastructure in support of Use of the Compli Service, including but not limited to a public internet connection of sufficient bandwidth, and appropriate computer hardware and compatible internet browser software (latest stable version of Google Chrome, Microsoft Edge, or Firefox), all as set forth in the Documentation; (iv) VENDOR Staff shall have obtained sufficient consent and rights to access, use and store VENDOR Data and any other system or network and VENDOR will be solely responsible for the accuracy, security, quality, integrity, and legality of the same; (v) VENDOR will ensure all VENDOR Data and VENDOR Staff Data submitted to OneVizion hereunder will be accurate, complete and correct in all respects and (v) VENDOR shall keep VENDOR's registration information, billing information, and technical data accurate, complete, and current for as long as VENDOR is subscribed to the Compli Service and Documentation.

## **6. CONTENT.**

### **6.1. Provision of VENDOR Data.**

VENDOR Data may be provided to the Compli Platform by VENDOR Staff, OneVizion, or other Users.

### **6.2. Responsibility of Content.**

VENDOR understands that all the Content, whether publicly posted or privately transmitted, is the sole responsibility of the Party from whom such data originated, with the exception of OneVizion, for which the responsibility of such provided by it shall be of the VENDOR or the relevant User the data refers to, respectively.

### **6.3. Control over the Content.**

OneVizion does not control the Content posted on or provided through the Compli Service and, as such, does not guarantee the accuracy, integrity or quality of such Content.

### **6.4. Offensive Content.**

VENDOR understand that by using the Compli Service, it may be exposed to Content that it may consider to be offensive, indecent or objectionable. Under no circumstances will OneVizion be liable in any way for any Content, including, but not limited to, any errors or omissions in any Content, or any loss or damage of any kind incurred because of the use of any Content posted, emailed, transmitted or otherwise made available on the Compli Service.

### **6.5. Refusal of VENDOR Data.**

OneVizion and its designees reserve the right (but not the obligation), in their sole discretion, to pre-screen, refuse to post or transmit, or remove any VENDOR Data that is available on the Compli Service. Without limiting the foregoing, OneVizion and its designees shall have the right to remove (at their sole discretion) any VENDOR Data that violates this Agreement or is otherwise deemed objectionable, which determination is the sole right of OneVizion.

### **6.6. Risks of VENDOR Data.**

VENDOR agrees and acknowledges that it must evaluate, and bear all risks associated with, the use of any VENDOR Data, including any reliance on the accuracy, completeness, or usefulness of such VENDOR Data.

#### **6.7. Disclosure of VENDOR Data.**

VENDOR acknowledges and agrees that OneVizion may access, retain, store and disclose VENDOR Data if required to do so by law or based on OneVizion's good faith belief that such access, preservation or disclosure is reasonably necessary to: (i) comply with legal process; (ii) enforce this Agreement; (iii) respond to claims that any VENDOR Data violates the rights of third parties; (iv) respond to VENDOR's requests for customer service; or (v) protect the rights, property or safety of OneVizion, its users and the public.

#### **6.8. Reporting.**

OneVizion reserves the right to investigate complaints or reported violations of this Agreement and to take any action OneVizion deems appropriate, including but not limited to, reporting any suspected unlawful activity to law enforcement officials, regulators, or other third parties and disclosing any information necessary or appropriate to such persons or entities relating to VENDOR's profile, account information, email addresses, usage history, posted materials, IP addresses and traffic information.

#### **6.9. Transmission of VENDOR Data.**

VENDOR understands that the technical processing and transmission of data by the Compli Service, including VENDOR Data, may involve (a) transmissions over various networks and (b) changes to conform and adapt to technical requirements of connecting networks or devices.

#### **6.10. Not Uploading Restricted Data.**

VENDOR expressly agrees not to upload or submit any data over which it does not have a right to do so. VENDOR is solely responsible for ensuring that all information and documents it uploads or submits contains no such restricted data.

#### **6.11. Accurate Records.**

OneVizion will use commercially reasonable efforts to accurately record, store and provide access to VENDOR Data submitted by VENDOR through the Compli Service.

#### **6.12. VENDOR Data Errors.**

VENDOR further agrees to promptly notify OneVizion of any errors or omissions in the VENDOR Data or VENDOR Staff Data.

### **7. AUDITS.**



### **7.1. Audits.**

VENDOR expressly agrees that as part of the Compli Service, OneVizion will carry out Audits, which are objective evaluations of VENDOR procedures, certificates, documents and practices to assess VENDOR's compliance with relevant regulatory standards or industry best practice.

### **7.2. Access to Audits.**

Through the Compli Service, VENDOR will be provided with a completed copy of any Audit that OneVizion has performed on VENDOR.

### **7.3. Responsibility of Audit Content.**

It shall be VENDOR's responsibility to review the VENDOR Data contained in such completed Audits and to verify that the information contained in the Audit form is and remains complete and accurate.

### **7.4. Purpose of Audits.**

VENDOR acknowledges and agrees that any Audit performed by OneVizion is for the purpose of gathering the required documentation for review by potential Users with an interest in VENDOR's services.

### **7.5. No Record Retention.**

Following the termination of VENDOR's license to the Compli Service, OneVizion is not responsible for record retention with respect to VENDOR's records or any information VENDOR provides to OneVizion in connection with VENDOR's use of the Compli Service. Unless, prior to OneVizion's disposal of any of VENDOR's information, VENDOR specifically requests OneVizion in writing to have any of VENDOR's documentation returned to VENDOR, OneVizion has the right to dispose of such information without returning such information to VENDOR.

## **8. LICENSE TO VENDOR'S DATA.**

### **8.1. License to VENDOR Data.**

VENDOR hereby grants to OneVizion a non-exclusive, transferable, fully-paid up, worldwide, perpetual, irrevocable license and right (i) to use, modify, copy, reproduce, transmit, sub-license, index, model, aggregate, publish, display and distribute VENDOR Data to provide the Compli Service to VENDOR and all of the other Users, and (ii) to irrevocably anonymize and aggregate VENDOR Data in order to perform research and development activities and statistical analysis, develop analytic models and to develop and provide other products and services relating to prequalification checks.

### **8.2. Other Rights to VENDOR Data.**

Notwithstanding the foregoing, VENDOR acknowledges and agrees that, only within and through the Compli Service and for the proper provision of the Compli Service to all Users: (i) certain VENDOR Data may be shared with

other Users; (ii) Users can review certain VENDOR Data; (iii) VENDOR can approve or reject through the Compli Service certain Users from accessing VENDOR Data.

### **8.3. Restricted Access Data.**

This Section shall not be applicable to VENDOR Data that is Restricted Access Data.

## **9. PROPRIETARY RIGHTS.**

### **9.1. Ownership of OneVizion Intellectual Property.**

The Compli Service and Documentation are licensed, not sold, nor transferred or otherwise assigned. Use of purchase in conjunction with licenses of the Compli Service and Documentation shall not imply a transfer of ownership. Except for the limited rights expressly granted by OneVizion to VENDOR, VENDOR acknowledges and agrees that all rights, titles and interest in and to all copyright, trademark, patent, trade secret, intellectual property (including without limitation algorithms, business processes, improvements, enhancements, modifications, derivative works, information collected and analyzed in connection with the Compli Service) and other proprietary rights, arising out of or relating to the Compli Service, the provision of the Compli Service, Compli Data and the Documentation, belong exclusively to OneVizion, its suppliers, licensors or other third parties. OneVizion and its Affiliates are hereby granted a royalty-free, fully-paid, worldwide, exclusive, transferable, sub-licensable, irrevocable and perpetual license to use or incorporate into its products and services any information, data, suggestions, enhancement requests, recommendations or other feedback provided by VENDOR relating to the Compli Service. All rights not expressly granted under this Agreement are reserved by OneVizion.

### **9.2. Ownership of VENDOR Data.**

VENDOR retains all right, title, and interest in and to all copyright, trademark, patent, trade secret, intellectual property and other proprietary rights in and to VENDOR Data. No other rights with respect to VENDOR Data are implied. Such rights do not limit in any way the intellectual property rights of OneVizion provided under Section 8.1 above.

## **10. DATA AND DATA PROTECTION.**

### **10.1. Data.**

OneVizion agrees that VENDOR Data shall be treated as confidential by OneVizion. For the purposes of maintenance, troubleshooting and further development of the Compli Service, VENDOR agrees that OneVizion will be permitted to collect, access, process, and use technical and related information about VENDOR, VENDOR's Staff and VENDOR's and VENDOR's Staff's use of the Compli Service, including internet protocol addresses, the hardware and software that used to access the Compli Service and Documentation, and various usage statistics, to assist with the necessary operation and function of the Compli Service and Documentation and to facilitate the provision of updates, upgrades, support, invoicing, marketing, and research and development. OneVizion may remove VENDOR Data or any other data, information, or content of data or files used, stored, processed or otherwise by VENDOR or VENDOR's Staff that OneVizion, in its sole discretion, believes to be or is: (a) a Virus; (b) illegal, libelous, abusive, threatening, harmful, vulgar, pornographic, or obscene; (c) used for the purpose of spamming, chain letters, or

dissemination of objectionable material; (d) used to cause offense, defame or harass; or (e) infringing the intellectual property rights or any other rights of any third party.

## **10.2. Data Protection.**

Each Party shall comply with its respective obligations under applicable data protection laws. VENDOR warrants that through VENDOR's use of the Compli Service during the Term: (i) in respect of the personal data VENDOR's Staff collects, uses, processes, accesses, or discloses, VENDOR alone shall determine the purpose for and manner in which personal data is, or will be, processed, if any; (ii) VENDOR warrants that VENDOR have obtained all necessary consents from VENDOR's Staff or any other third party required under applicable law: (a) to disclose or process their personal data to OneVizion, its Affiliates or their respective agents and (b) for OneVizion or its respective agents to collect, use, process, access, or disclose the personal data set forth herein or as otherwise designated by VENDOR or VENDOR's Staff.

## **11. CONFIDENTIAL INFORMATION.**

### **11.1. Confidentiality Obligations.**

The receiving Party will: (i) hold the disclosing Party's Confidential Information in confidence and use reasonable care to protect the same during the term of this agreement and for a period of five (5) years thereafter, and in the case of Confidential Information that constitutes a trade secret under applicable law for as long as such Confidential Information remains a trade secret; (ii) restrict disclosure of such Confidential Information to those of its employees or agents with a need to know such information and who are under a duty of confidentiality respecting the protection of confidential information, which is substantially similar to those of this Agreement and which would extend to the disclosing Party's Confidential Information; (iii) use such Confidential Information only for the purposes for which it was disclosed, unless otherwise set forth herein. The restrictions will not apply to Confidential Information to the extent it (i) is, or through no fault of the recipient has become, generally available to the public; (ii) was lawfully received by the receiving Party from a third Party without such restrictions; (iv) was known to the receiving Party without such restrictions prior to receipt from the disclosing Party; (v) was independently developed by the receiving Party without breach of this Agreement or access to or use of the Confidential Information. The recipient may disclose Confidential Information to the extent the disclosure is required by law, regulation, or judicial order, provided that the receiving Party will provide to the disclosing Party prompt notice, where permitted, of such order and will take reasonable steps to contest or limit the steps of any required disclosure. The Parties agree that any material breach of this Section will cause irreparable injury and that injunctive relief in a court of competent jurisdiction will be appropriate to prevent an initial or continuing breach of this Section in addition to any other relief to the applicable Party may be entitled.

## **12. LIMITATION OF LIABILITY.**

### **12.1. ONEVIZION WARRANTS.**

ONEVIZION WARRANTS TO VENDOR THAT THE Compli SERVICE FURNISHED UNDER THIS AGREEMENT WILL BE OF GOOD QUALITY AND FREE FROM MATERIAL DEFECTS FOR THE TERM OF THIS AGREEMENT. With respect to any claims asserting breach of the warranty set forth in this Section, OneVizion's liability with respect to the Compli

Service shall include replacing, repairing or issuing a prorated credit to VENDOR, provided that, prior to any replacement, repair or credit, the following conditions are satisfied: (i) OneVizion is promptly notified in writing by VENDOR upon discovery of any such defect in the Compli Service and (ii) the claim relating to the Compli Service did not arise as a result of misuse, abuse, un-approved alteration, or negligence in use by VENDOR or otherwise by the breaching of this Agreement by VENDOR.

#### **12.2. TO THE MAXIMUM EXTENT PERMITTED BY LAW.**

IN NO EVENT WILL EITHER PARTY BE LIABLE FOR ANY LOSS OF USE, LOST REVENUE OR PROFIT, OR LOSS OF DATA OR FOR ANY CONSEQUENTIAL, EXEMPLARY, SPECIAL OR PUNITIVE DAMAGES WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGE WAS FORESEEABLE AND WHETHER OR NOT ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. WITH THE EXCEPTION OF A PARTY'S LIABILITY FOR BREACH OF CONFIDENTIALITY (SECTION 10), OR A PARTY'S INDEMNIFICATION OBLIGATIONS UNDER SECTION 15.6, TO THE MAXIMUM EXTENT PERMITTED BY LAW, NEITHER PARTY'S

AGGREGATE LIABILITY ARISING FROM OR RELATING TO THIS AGREEMENT SHALL NOT EXCEED THE AMOUNTS ACTUALLY PAID BY OR DUE FROM VENDOR IN THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO SUCH LIABILITY.

#### **12.3. Compli SERVICE AS-IS.**

EXCEPT FOR ONEVIZION'S WARRANTY SET FORTH ABOVE, ONEVIZION PROVIDES THE Compli SERVICE AS-IS AND WITHOUT WARRANTY OF ANY KIND DUE TO THE INHERENT NATURE OF SOFTWARE.

#### **12.4. LIABILITY.**

NOTHING IN THIS AGREEMENT SHALL IN ANY WAY LIMIT THE LIABILITY OF EITHER PARTY FOR DEATH OR PERSONAL INJURY TO THE EXTENT RESULTING FROM ITS NEGLIGENCE, GROSS NEGLIGENCE, FRAUD, WILLFUL MISCONDUCT OR INTENTIONAL ACTS OR OMISSIONS.

### **13. DISCLAIMER OF QUALIFICATION, REGULATORY AND COMPLIANCE INFORMATION.**

#### **13.1. Compliance Information.**

OneVizion may provide Compliance Information to VENDOR when implementing and providing the Compli Service. Such Compliance Information is offered for informational purposes only and OneVizion does not warrant the Compliance Information in any way. OneVizion has no duty to update VENDOR on any changes to the Compliance Information or any legal or regulatory changes. Compliance Information may vary by jurisdiction. VENDOR agrees (i) to assume full responsibility for confirming the accuracy, legality and jurisdictional applicability of all Compliance Information before it uses such Compliance Information; (ii) that OneVizion shall have no liability with respect to any Compliance Information; and (iii) use of or reliance upon any Compliance Information is at its own risk.

### 13.2. Disclaimer.

OneVizion does not warrant in any way the completeness, accuracy, legality and correctness of any Content from a regulatory and compliance point of view or otherwise. It is VENDOR's sole responsibility to independently verify such Content before relying on it.

## 14. TERM AND TERMINATION.

### 14.1. Commencement.

This Agreement shall commence on the Effective Date and shall continue in full force and effect for a period of twelve (12) months after the Effective Date (Initial Term). Thereafter, this Agreement shall remain in force and automatically renew in successive twelve (12) month intervals; provided that the Agreement was not previously terminated pursuant to Section 14.2 below (collectively, the Term).

### 14.2. Termination.

This Agreement may be terminated by VENDOR in the event of a continuous interruption of the provision of the Compli Service by OneVizion, which is not cured within thirty (30) days of receipt of written notice by VENDOR. This Agreement may be terminated immediately by OneVizion, without notice or a right to cure, in the event that: (a) VENDOR, after 60 days, does not promptly pay OneVizion any amounts when and as due under this Agreement; (b) OneVizion discovers that VENDOR has engaged in any illegal activity or willful misconduct, or (c) upon the insolvency, bankruptcy or liquidation of VENDOR (VENDOR Default). In the event of a VENDOR Default, in addition to any other remedies to which OneVizion may be entitled, including the payment of all outstanding fees, OneVizion may also enforce any and all other rights, remedies, and recourse available to it under the law and this Agreement.

### 14.3. Other Termination Rights.

Notwithstanding the termination rights set forth above, VENDOR may, at any time after the Initial Term, terminate this Agreement (in whole or in part) upon 90 days written notice for VENDOR's convenience and without legal cause. Upon receipt of written notice from VENDOR of such termination for VENDOR's convenience, OneVizion shall be entitled to receive payment for Compli Services subscription through the date of termination. VENDOR acknowledges and agrees that any already paid fees, either manually or through automatic debit of VENDOR's payment method, whether for a period which has passed or a period which has not yet passed, shall not be refunded.

### 14.4. Effect of Termination.

Except for the termination for convenience set forth in Section 13.2 above, in the event of termination of this Agreement by OneVizion for reasons set forth herein, OneVizion shall be entitled to all outstanding fees and all reimbursable expenses incurred by OneVizion, on the same basis as is set forth herein. The Parties' obligations with respect to the protection, use, reproduction and disclosure of confidential information, and such other obligations in this Agreement as are, by their nature, intended to survive the termination of this Agreement, shall survive the performance or termination of the Agreement. Upon termination of this Agreement for any reason, OneVizion shall

immediately cease work hereunder and return all documents, materials, tools and equipment, and other property of any kind, including drawings or other items and information provided to it under this Agreement.

## **15. MISCELLANEOUS.**

### **15.1. Choice of Law.**

The laws of the State of Georgia shall govern the rights and obligations of the Parties and the interpretation and construction and enforceability hereof and any and all issues relating hereto, notwithstanding any conflicts of laws doctrines to the contrary and without application of the rule of construing documents against the drafter.

### **15.2. Arbitration; Waiver of Jury Trial.**

The Parties agree that any dispute, controversy or claim arising out of or relating to this Agreement, including the formation, interpretation, breach or termination thereof, including whether the claims asserted are arbitrable, will be referred to and finally determined by arbitration in accordance with the JAMS International Arbitration Rules. The Tribunal will consist of one arbitrator. The place of arbitration will be Atlanta, Georgia. Judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. **VENDOR AND ONEVIZION EXPRESSLY WAIVE ANY RIGHT TO A TRIAL BY JURY IN ANY SUCH ACTION OR PROCEEDING.** The Parties acknowledge and agree that this provision is a specific and material aspect of the agreement between them and that neither of the Parties would have entered into this Agreement if this Section, or any other provision of this Agreement, were not contained herein.

### **15.3. Entire Agreement.**

This Agreement contains all agreements, promises and understandings between the Parties relating to the subject matter set forth herein, and no oral agreements, promises or understandings shall or will be binding upon either Party.

### **15.4. Severability.**

If any provision, or portion thereof, contained in this Agreement is determined to be invalid by a court of law, only such invalid provision shall be excised from the Agreement and all other terms and provisions shall remain in full force and effect.

### **15.5. Waiver and Amendment.**

No provision of this Agreement shall be deemed waived, amended, or modified by either Party, unless such waiver, amendment or modification is in writing and signed by the Party against whom enforcement is sought. The rights and liabilities of this Agreement shall succeed to and inure to the benefit of any and all successors and assigns of either Party.

### **15.6. Indemnification.**

To the fullest extent permitted by law each of the parties shall indemnify, defend (with legal counsel reasonably acceptable to the other party) and hold harmless the other party and its Affiliates and employees from and against all liability, claims, damages, losses and expenses, including but not limited to reasonable attorney's fees, made or

threatened by third parties ("Third Party Claims"), to the extent arising out of or resulting from the failure of a party to fulfill its obligations pursuant herein. Such indemnity shall survive termination of this Agreement.

#### 15.7. Force Majeure.

Notwithstanding anything to the contrary herein, neither VENDOR nor OneVizion shall be deemed to be in default of any provision of this Agreement, or be liable to each other or to any third party for any delay, error, failure in performance or interruption of performance due to any act of God, war, insurrection, acts of terrorism, riot, boycott, strikes, interruption of power service, interruption of Internet or communications service, labor or civil disturbance, acts of any other person not under its control or other similar causes.

#### 15.8. Electronic Signatures.

Any electronic signature (including any electronic symbol or process to be attached to, or associated with a document by a Party with the intent to sign, authenticate or accept such document) applied by such Party through electronic means on this Agreement shall have the same legal validity and enforceability as a manually executed signature or use of a paper-based recordkeeping system to the fullest extent permitted by applicable law.

IN WITNESS WHEREOF, the Parties' duly authorized representatives have executed this Agreement, as of the Effective Date, either in wet ink or by using an electronic signature, such wet ink or text of the electronic signature.

[CUSTOMER]

By:

Name:

Title:

OneVizion, Inc

By: 

Name: Bradley Velotta

Title: CEO & President

Upon signature above by OneVizion, this Order has been accepted in Marietta, Georgia by OneVizion, Inc.