

# Subscription Agreement

YOUR USE OF AND ACCESS TO THE PRODUCTS AND SERVICES AND ASSOCIATED SOFTWARE (COLLECTIVELY, THE "PRODUCTS") OF PREFERRED TECHNOLOGY, LLC ("PTI") IS CONDITIONED UPON YOUR COMPLIANCE AND ACCEPTANCE OF THESE TERMS.

BY CLICKING/CHECKING THE "I AGREE" BUTTON/BOX, SIGNING/ACCEPTING A PTI SALES ORDER/QUOTE OR BY UTILIZING PTI'S EASY CODE, STORLOGIX MOBILE, OR ANY OTHER WEB BASED OR APPLICATION ("APP") PRODUCT ("PRODUCT" OR "PRODUCTS") YOU AGREE TO BE BOUND BY THESE TERMS AND CONDITIONS, AND BY THE BUSINESS ASSOCIATE AGREEMENT CONTAINED HEREIN. PTI PRODUCTS ARE NOT AVAILABLE TO PERSONS WHO ARE NOT LEGALLY ELIGIBLE TO BE BOUND BY THESE TERMS OF SERVICE.

This is a legal agreement ("Agreement") between You and PTI for use of the Products, which You initiated. "You" refers to the authorized individual who is using or accessing the Products or is registered and/or has provided his/her credit card or other payment mechanism for the Products either directly with PTI or through a third party or, if an individual is purchasing the Products on behalf of an entity and is authorized to purchase the Products on behalf of such entity, then "You" refers to such entity. If You do not agree with the terms of this Agreement, do not use or access the Products or, when applicable, click the "Cancel" button and do not purchase the Products.

Any software associated with the Products and website is protected by copyright laws and international copyright treaties, as well as other intellectual property laws and treaties.

1. **PRODUCTS.** PTI will provide the Products in accordance with this Agreement. In order to use certain Products, You may be required to download content, software, and/or required to agree to additional terms and conditions. Unless otherwise expressly set forth in any such additional terms and conditions applicable to the specific Products, which You choose to use, those additional terms are hereby incorporated into this Agreement in relation to Your use of that Product. PTI may at its sole discretion, discontinue the Products or modify the features of the Products from time to time without prior notice. Use of the Products requires one or more compatible devices, Internet access (fees may apply), and certain software (fees may apply), and may require obtaining updates or upgrades from time to time. Because use of the Products involves hardware, software, and Internet access, Your ability to use such Products may be affected by the performance of these factors. High speed Internet access is recommended. You acknowledge and agree that such system requirements, which may be changed from time to time, are Your responsibility.

2. **RESPONSIBILITY FOR REGISTRATION INFORMATION AND CONTENT OF YOUR COMMUNICATIONS.** You may be required to provide information about Yourself in order to register for and/or use certain Products. You agree that any such information shall be accurate. You may also be asked to choose a user name and password. You are entirely responsible for maintaining the security of Your user name and password and agree not to disclose such to any third party. You agree that You are solely responsible for the content ("Content") sent by You or displayed or uploaded by You in using the Products. You further agree not to use the Products to communicate any message or material that is harassing, libelous, threatening, obscene, indecent, would violate the intellectual property rights of any party or is otherwise unlawful, that would give rise to civil liability, or that constitutes or encourages conduct that could constitute a criminal offense, under any applicable law or regulation. You further agree not to upload or transmit any software, Content or code that does or is intended to harm, disable, destroy or adversely affect performance of the Products in any way or which does or is intended to harm or extract information or data from other hardware, software or networks of PTI or other users of Products. Recognizing the global nature of the Internet, You also agree to comply with applicable local rules or codes of conduct (including codes imposed by Your employer) regarding online behavior and acceptable content and the transmission of technical data exported from the United States or the country in which You reside. PTI reserves the right to investigate and take appropriate action against anyone who, in PTI's sole discretion, is suspected of violating this provision, including without limitation, reporting You to law enforcement authorities. Use of the Products is void where prohibited. Although PTI is not responsible for any Content in violation of this provision, PTI may delete any such Content of which PTI becomes aware, at any time without notice to You.

3. **RESPONSIBILITY FOR CONTENT OF OTHERS.** It is possible that other users of the Products ("Users") may violate one or more of the above prohibitions. PTI assumes no responsibility or liability for such violation. If You

become aware of any violation of this Agreement in connection with use of the Products by any person, please contact PTI. PTI may investigate any complaints and violations that come to its attention and may take any action that it believes appropriate, including, but not limited to issuing warnings, removing the content or terminating accounts and/or User profiles. However, because situations and interpretations vary, PTI also reserves the right not to take any action. Under no circumstances will PTI be liable in any way for any data or other content viewed while using the Products, including, but not limited to, any errors or omissions in any such data or content, or any loss or damage of any kind incurred as a result of the use of, access to, or denial of access to any data or content. If at any time You are not happy with the Products, Your sole remedy is to cease using the Products.

4. CHARGES. You agree that PTI may charge to Your credit card or other payment mechanism that may be available, and approved by PTI ("Your Account") all amounts due and owing for the Products, including Product fees, set up fees, subscription fees, customization fees, or any other fee or charge associated with Your Account. PTI may change prices at any time, provided, however, that PTI will provide You with prior notice and an opportunity to terminate Your Account if PTI changes the price of a Product to which You are subscribed. You agree that in the event PTI is unable to collect the fees owed to PTI for the Products through Your Account, PTI may take any other steps it deems necessary to collect such fees from You and that You will be responsible for all costs and expenses incurred by PTI in connection with such collection activity, including collection fees, court costs and attorneys' fees. You further agree that PTI may collect interest at the lesser of 1.5% per month or the highest amount permitted by law on any amounts not paid when due. All fees are to be paid in U.S. dollars. All payment obligations identified herein are non-cancelable and, upon payment, are nonrefundable. The fees listed in this Agreement do not include taxes. Any work requested by You and not included in the standard PTI set up fees shall be deemed outside the scope of work for client set up, and shall be billed at a rate of \$150 per hour. Any such work must be pre-approved by You prior to beginning of such work. Standard set up work shall include PTI working with Your Property Management System vendor to get the necessary data extracted to an appropriate file and to ensure that data is uploading correctly into the PTI back office database.

5. LIMITATIONS ON USE. The Products may be used for internal business or consumer purposes only. You will not reproduce, resell, or distribute the Products or any reports or data generated by the Products for any purpose. You will not offer or enable any third parties to use the Products purchased by You, display on any website or otherwise publish the Products or any Content obtained from a Product or otherwise generate income from the Products or use the Products for the development, production or marketing of a service or product substantially similar to the Products. You shall not engage in any activity or use the Products in any manner that could damage, disable, overburden, impair or otherwise interfere with or disrupt the Products, or any servers or networks connected to the Products or PTI's security systems.

6. PROPRIETARY RIGHTS. PTI and/or its suppliers, as applicable, retain ownership of all proprietary rights in the Products and in all trade names, trademarks, service marks, logos, and domain names ("PTI Marks") associated or displayed with the Products. You may not frame or utilize framing techniques to enclose any PTI Marks, or other proprietary information (including images, text, page layout, or form) of PTI without express written consent. You may not use any meta tags or any other "hidden text" utilizing PTI Marks without PTI's express written consent. You acquire only the limited right to use the Product, subject to the terms and conditions herein, and do not acquire any rights of ownership whatsoever. All intellectual property rights in any work arising from, or created, developed or produced by PTI (whether jointly or in connection or concert with others) under or in the course of performing the services related to this Agreement shall immediately upon creation or performance vest absolutely in Preferred Technology, LLC and shall remain the sole and exclusive property of Preferred Technology, LLC and You shall acquire no right, title or interest therein. You will not cause or permit the reverse engineering, disassembly, de-compilation, or otherwise attempt to derive source code of the Product.

7. COPYRIGHT. You may not post, modify, distribute, or reproduce in any way copyrighted material, trademarks, rights of publicity or other proprietary rights without obtaining the prior written consent of the owner of such proprietary rights. PTI may deny access to the Products to any User who is alleged to infringe another party's copyright.

8. TERMINATION. You may terminate Your Account and this Agreement through the PTI website. If you have purchased a Product for a specific term, such termination will be effective on the last day of the then-current term. If You fail to comply with any provision of this Agreement, PTI may terminate this Agreement immediately without notice. Sections 2 through 15, inclusive, shall survive any termination of this Agreement. Upon any termination of this

Agreement, You must cease any further use of the Products and destroy any copies of associated software within Your possession and control.

9. EXPORT RESTRICTIONS. You acknowledge that the Products, or portion thereof may be subject to the export control laws of the United States. You will not export, re-export, divert, transfer or disclose any portion of the Products or any related technical information or materials, directly or indirectly, in violation of any applicable export law or regulation.

10. INJUNCTIVE RELIEF. You acknowledge that any use of the Products contrary to this Agreement, or any transfer, sublicensing, copying or disclosure of technical information or materials related to the Products, may cause irreparable injury to PTI, its affiliates, suppliers and any other party authorized by PTI to resell, distribute, or promote the Products ("Resellers"), and under such circumstances PTI, its affiliates, suppliers and Resellers will be entitled to equitable relief, without posting bond or other security, including, but not limited to, preliminary and permanent injunctive relief.

11. NO WARRANTIES. YOU UNDERSTAND AND AGREE THAT THE PRODUCTS ARE PROVIDED "AS IS" AND PTI, ITS AFFILIATES, SUPPLIERS AND RESELLERS EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. PTI, ITS AFFILIATES, SUPPLIERS AND RESELLERS MAKE NO WARRANTY OR REPRESENTATION REGARDING THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE PRODUCTS, REGARDING THE ACCURACY OR RELIABILITY OF ANY INFORMATION OBTAINED THROUGH THE PRODUCTS OR THAT THE PRODUCTS WILL MEET ANY USER'S REQUIREMENTS, OR BE UNINTERRUPTED, TIMELY, OR ERROR FREE. YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOU RESULTING FROM THE USE OF THE PRODUCTS. PTI CANNOT GUARANTEE AND DOES NOT PROMISE ANY SPECIFIC RESULTS FROM USE OF THE PRODUCTS. USE IS AT YOUR OWN RISK. PTI will undertake to correct any reported error condition in accordance with its then-current standard Product Support policies. PTI will have no obligation to undertake correction of errors caused by Your misuse of the Product. Your sole and exclusive remedy for Product nonconformity will be the repair or replacement of any nonconforming Product.

13. INDEMNIFICATION. You agree to indemnify, defend and hold harmless PTI, its affiliates, officers, directors, employees, consultants, agents, suppliers and Resellers from any and all third party claims, liability, damages and/or costs (including, but not limited to, attorneys' fees) arising from Your use of the Products, Your violation of this Agreement or the infringement or violation by You or any other user of Your account, of any intellectual property or other right of any person or entity.

14. PRIVACY. Use the Products is also subject to PTI's Privacy Policy, a link to which is located at the footer on PTI's website, and which is incorporated into this Agreement by this reference. Additionally, You understand and agree that PTI may contact You via e-mail or otherwise with information relevant to Your use of the Products. You also agree to have Your name and/or email address listed in the header of certain communications You initiate through the Products.

15. LIMITATION OF LIABILITY. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL PTI OR ITS AFFILIATES, SUPPLIERS OR RESELLERS BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT, EXEMPLARY OR CONSEQUENTIAL DAMAGES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION, OR ANY OTHER PECUNIARY LOSS OR DAMAGE) ARISING OUT OF THE USE OF OR INABILITY TO USE THE PRODUCTS OR THE PROVISION OF OR FAILURE TO PROVIDE TECHNICAL OR OTHER SUPPORT SERVICES, WHETHER ARISING IN TORT (INCLUDING NEGLIGENCE) CONTRACT OR ANY OTHER LEGAL THEORY, EVEN IF PTI, ITS AFFILIATES, SUPPLIERS OR RESELLERS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN ANY CASE, PTI'S, ITS AFFILIATES', SUPPLIERS' AND RESELLERS' MAXIMUM CUMULATIVE LIABILITY AND YOUR EXCLUSIVE REMEDY FOR ANY CLAIMS ARISING OUT OF OR RELATED TO THIS AGREEMENT WILL BE LIMITED TO THE AMOUNT ACTUALLY PAID BY YOU FOR THE PRODUCTS (IF ANY) IN THE TWELVE (12) MONTHS PRECEDING THE EVENT OR CIRCUMSTANCES GIVING RISE TO SUCH CLAIMS. Because some states and jurisdictions do not allow the exclusion or limitation of liability, the above limitation may not apply to You.

## 16. MISCELLANEOUS

16.1 Governing Law and Jurisdiction. This Agreement will be governed and construed under the laws of the State of Arizona, as applied to agreements executed and performed entirely in Arizona by Arizona residents. In no event will this Agreement be governed by the United Nations Convention on Contracts for the International Sale of Goods. Except with respect to PTI's right to pursue equitable relief as provided herein, any dispute arising out of this Agreement shall initially be mediated through the senior executives of each party principally responsible for this Agreement. If such mediation fails to bring a resolution within fifteen (15) days of either party notifying the other party of a dispute, then the dispute shall be resolved through binding arbitration. The arbitration shall be governed by the Commercial Arbitration Rules of the American Arbitration Association. The arbitration shall be held in Phoenix, Arizona. The parties shall agree to a single arbitrator with knowledge of the software industry. If the parties are unable to agree upon a single arbitrator within ten (10) days after the filing and service of an arbitration complaint, each party shall appoint one arbitrator and the arbitrators shall select a third arbitrator. The decision of the arbitrator(s) shall be written and delivered to the parties within thirty (30) days after the completion of the arbitration hearing. The arbitration decision shall bind the parties and may be entered as a judgment in a court of competent jurisdiction.

16.2 Waiver and Severability. Failure by either party to exercise any of its rights under, or to enforce any provision of, this Agreement will not be deemed a waiver or forfeiture of such rights or ability to enforce such provision. If any provision of this Agreement is held by a court of competent jurisdiction to be illegal, invalid or unenforceable, that provision will be amended to achieve as nearly as possible the same economic effect of the original provision and the remainder of this Agreement will remain in full force and effect.

16.3 Promotional Use. PTI reserves the right to display our Products for display on our website, magazines, videos, Internet, and written or electronic materials, and any other form of media or live demonstration. As part of that display, Your group logo, name, address, photograph or other practice or personal information may also be displayed. You hereby expressly grant PTI unrestricted permission to use those materials as part of its promotional efforts.

16.4 General Provisions. This Agreement embodies the entire understanding and agreement between the parties respecting the subject matter of this Agreement and supersedes any and all prior understandings and agreements between the parties respecting such subject matter, except that if You or Your company have executed a separate written agreement or you have signed an order form referencing a separate agreement governing your use of the Products, then such agreement shall control to the extent that any provision of this Agreement conflicts with the terms of such agreement. PTI may elect to change or supplement the terms of this Agreement from time to time at its sole discretion. PTI will exercise commercially reasonable business efforts to provide notice to You of any material changes to this Agreement. Within five (5) business days of posting changes to this Agreement, they will be binding on You. If You do not agree with the changes, You should discontinue using the Products. If You continue using the Products after such five-business-day period, You will be deemed to have accepted the changes to the terms of this Agreement. In order to participate in certain Products, You may be notified that You are required to download software and/or agree to additional terms and conditions. Unless expressly set forth in such additional terms and conditions, those additional terms are hereby incorporated into this Agreement. This Agreement has been prepared in the English Language and such version shall be controlling in all respects and any non-English version of this Agreement is solely for accommodation purposes. All notices or other correspondence to PTI under this Agreement must be provided to sales@ptisecurity.com, or other contact information as provided by PTI for such purpose. Any and all rights and remedies of PTI upon Your breach or other default under this Agreement will be deemed cumulative and not exclusive of any other right or remedy conferred by this Agreement or by law or equity on PTI, and the exercise of any one remedy will not preclude the exercise of any other. The captions and headings appearing in this Agreement are for reference only and will not be considered in construing this Agreement.