

TERMS OF SERVICE AND USE

The use of AVPRO's Services constitutes acceptance of these Terms of Service and Use ("Terms"). The terms "you" and "your" refer to the person, firm or organization that either (a) has subscribed to the Services or purchased AVPRO Products or Services or clicked approval of these Terms or otherwise accepted these terms, as the case may be or (b) has been granted permission to use the Services covered by these Terms. AVPRO and You may be individually referred to as a "Party" or collectively as the "Parties".

1. Definitions. Unless otherwise expressly indicated, as used in this Agreement the following words shall have the following meanings:
 - (i) "Terms" means these online terms of use and any materials available on the AVPRO website specifically incorporated by reference herein including but not limited to the Terms and Conditions of Sale, or AVPRO's Privacy Policy, as such materials, including these Terms, may be updated by AVPRO from time to time in its sole discretion with reasonable notice to you;
 - (ii) "Content" means the audio and visual information, documents, maps, software, products and services contained or made available to you in the course of using the Services;
 - (iii) "Customer" means any customer of your business purchasing products from you and desiring to utilize the functionality of the Services in connection with application of such products;
 - (iv) "Customer Data" means any data, information or material provided or submitted by you to the Services in the course of using the Services, whether originated by you or by a Customer;
 - (v) "Effective Date" means the date this Agreement is accepted by you and AVPRO or other evidence of your acceptance of these Terms;
 - (vi) "Intellectual Property Rights" means unpatented inventions, patent applications, patents, design rights, copyrights, trademarks, service marks, trade names, domain name rights, mask work rights, know-how and other trade secret rights, and all other intellectual property rights, derivatives thereof, and forms of protection of a similar nature anywhere in the world;
 - (vii) AVPRO Global Holdings, LLC means a South Dakota limited liability company, having its principal place of business at 2222 E 52nd St N., Sioux Falls, SD 57104;
 - (viii) "AVPRO Technology" means all of AVPRO's Intellectual Property Rights in proprietary technology (including software, hardware, products, processes, algorithms, user interfaces, know-how, techniques, designs and other tangible or intangible technical material or information) made available to you by AVPRO in

providing the Services; and

- (ix) “Services” means you and your user’s access to and use of on-line content, distribution and device management including but not limited to products, computer programs, services, data connectivity, and web sites hosted or made available by AVPRO, including this website and AVPRO Technology, which you or your customers may use for capturing, organizing, searching, storing, synchronizing, recognizing, sharing and transmitting any number of digital information and images on multiple computer and network platforms, existing now or developed in the future.

- 2. Use of Services, License, & Restrictions. AVPRO grants you a non-exclusive, non-transferable, limited, terminable right to access and use the Services, solely for your related business purposes, subject to these Terms. All rights not expressly granted to you are reserved by AVPRO. You shall not (i) license, sublicense, sell, resell, transfer, assign, distribute or otherwise commercially exploit or make available to any third party the Services in any way, except to assist your Customers as otherwise permitted under these Terms; (ii) modify or make derivative works based upon the AVPRO Technology or Services; (iii) create Internet ‘links’ to the Service or ‘frame’ or ‘mirror’ any Content on any other server or Internet-based device; or (iv) reverse engineer, decompile, disassemble, decipher or otherwise attempt to discover the source code of any of the AVPRO Technology or Services. Your access and use of the Services under this license cannot be shared with or used by anyone other than you except to assist your Customers or as otherwise permitted by these Terms.

All right, title and interest in and to and all world-wide Intellectual Property Rights related to the AVPRO Technology and Services, all trade names, trademarks and domain names registered, reserved or used by AVPRO, all websites owned or operated by AVPRO, including the “look and feel” of such websites, all AVPRO products and services, software codes, interfaces and all other proprietary knowledge, know-how, images, materials or other signals made available by AVPRO to you or your Customer and any and all other proprietary rights related thereto, whether registered or unregistered are solely owned by AVPRO.

If the Services display’s AVPRO’s logo, trademark or other branding, you will not take any action to obscure or alter such AVPRO branded displays.

- 3. Your Responsibilities. You are responsible for all activity occurring under your user account and you shall abide by all applicable local, state, federal and foreign laws, treaties and regulations in connection with your use of the Services, including those related to data privacy, international communications and the transmission of technical or personal data. You must not share your password or any other of your account details with anyone. You shall: (i) notify AVPRO immediately of any unauthorized use of any password or account or any other known or suspected breach of security; (ii) report to AVPRO immediately and use reasonable efforts to stop immediately any copying or distribution of Content that is known or suspected by you; and (iii) not impersonate

another user or provide false identity information to gain access to or use the Services.

4. Account Information; Customer Data Privacy.

- 4.1 Account Information. By accepting these Terms, you consent to AVPRO's recording, retention and use of certain personally- identifiable information, such as your registration information, access codes, IP address, and other information concerning your use of the Services, which will be retained by AVPRO and used in association with providing its services and support to you. AVPRO will not otherwise use this personally- identifiable information to identify or contact you, except in connection with providing services under these Terms or as otherwise required.
- 4.2 Customer Data. As between the parties, you retain all right, title, and interest in and to Customer Data (excluding any AVPRO intellectual property or AVPRO Confidential Information contained therein), and are solely responsible for Customer Data, including backing up and storing Customer Data. You hereby grant AVPRO a non-exclusive, worldwide, royalty-free right and license to collect, use, copy, store, transmit, modify, and create derivative works of Customer Data solely to the extent necessary to provide the Services.
- 4.3 Representation and Warranty. You hereby represent and warrant that (i) you hold all and exclusive right, title, and interest in and to Customer Data shared by you on or through the Services or that you have secured all necessary licenses or clearances for the use of Customer Data (including without limitation all rights to use, reproduce, distribute, perform, and display Customer Data and to create derivative works of Customer Data) in connection with the Services; and (ii) the use, transmission, and display of Customer Data does not and will not infringe the copyright, patent, trademark, trade secret or other intellectual property right of any third party, or constitute defamation, invasion of privacy, or the violation of any right of publicity, confidentiality, or any other right of any third party.
- 4.4 Services Data. Notwithstanding anything to the contrary, AVPRO shall have the right to collect, analyze and aggregate data and other information relating to the provision, use and performance of the Services and shall be free to (a) use such data and other information to develop and improve the Services and other AVPRO offerings, and (b) disclose such data and other information solely in an aggregated and anonymized format.
- 4.5 Removal. AVPRO reserves the right to remove any Customer Data (including Personal Data – see Section 4.6) from its servers at any time, for any reason or for no reason at all, though AVPRO will make commercially reasonable efforts to alert you of such removal as soon as practicable. AVPRO may, but is not obligated to, monitor Customer Data and remove any content or prohibit use of the Services if AVPRO believes in its sole discretion the content or use may be (or is alleged to be) in violation of these Terms or any applicable laws or may

impact the Services. AVPRO does not assume liability for Customer Data. It is your responsibility to maintain on-going back-ups of Customer Data, and AVPRO shall have no responsibility to back up your data or your customer data or any liability to you or your customers, or any other party for failing to back-up data or for any deletion of data.

- 4.6 Personal Data. You agree that you will not use the Services to transmit any personally identifiable information, personal data, financial, medical, or other protected information (collectively, "Personal Data"). You further agree that if you share or disclose Personal Data through the Services, you will do so solely at your own risk and you represent and warrant that you will (i) comply with all applicable laws relating to the collection, use and disclosure of Personal Data; (ii) maintain and abide by a publicly-accessible and available privacy policy, which clearly and conspicuously discloses that: (a) use third-party providers to provide services such as the Services to your end users; and (b) you may disclose such Personal Data to providers like AVPRO; (iii) you have made all required notifications and obtained all required consents and authorizations from your end users relating to the disclosure of end user Personal Data; and (iv) you are responsible for assessing whether the Services are appropriate for your use with respect to your obligations under any applicable laws or regulations, including the EU Data Privacy Laws. You understand that while AVPRO reserves the right to monitor the Services, the Services are not designed to notify AVPRO of violations of this provision, and AVPRO shall not be responsible in any way for your violations of this Section. Without limiting the foregoing, you agree that AVPRO shall not be liable or responsible in any way to you or any third party for your use or disclosure of Personal Data through the Services. You will indemnify, defend, and hold harmless AVPRO and its Managers and Members, employees, and agents from and against all claims, damages, and costs (including reasonable attorneys' fees) relating to or arising out of your collection, processing, transmission, or otherwise making available Personal Data to or through the Services.
5. Privacy Policy. Your use of the Service is subject to our Privacy Policy located at [_____](#). You should carefully read our full Privacy Policy before deciding to become a User as it governs our treatment of any information, including personally identifiable information and location data that you submit to us. By becoming a registered User, you acknowledge that you agree with the terms of the Privacy Policy and the use of any of your User account information and content.
6. Third Party Software or Services. AVPRO does not endorse any sites on the Internet that may be linked through the Services. In no event shall AVPRO be responsible for any content, products, or other materials on or available from such sites. AVPRO provides the Services to you pursuant to these Terms. You recognize, however, that certain third-party providers of ancillary software, hardware or services may require your agreement to additional or different license or other terms prior to your use of or access to such software, hardware or services and by using the Services, you are agreeing to such license or other terms.

7. **Product Information.** Product or any information displayed in search results is provided “AS IS”, without warranty express or implied, and for information purposes only. Although AVPRO strives to present current and accurate information, search results contain information created and maintained by a variety of external sources that may not be current or complete. AVPRO does not control, monitor or guarantee the timeliness or accuracy of the information provided by such external sources. Inclusion of a product in a search result does not constitute our endorsement of that product. It is your responsibility to review the official manufacturer product label information, applicable regulations, and otherwise research the accuracy, completeness and usefulness of all information, claims, and opinions contained in search results. In no event will AVPRO or its data providers be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with the use of or reliance on any information contained in search results, including information that is outdated or incorrect.
8. **Suspension of Services.** AVPRO may suspend and deactivate the Services immediately and without notice your use of and access to the Services in the event of a breach or threatened breach of the security or integrity of the Services or a violation or threatened violation of any restrictions or conditions in these Terms, or for other emergency or legal reasons. AVPRO reserves the right to audit your account and usage of the Services to confirm that your usage is in accordance with these Terms. We may also disclose any part of your Customer Data or electronic communication to comply with the law or a government request, or as necessary to protect the rights or property of AVPRO or a third party. AVPRO may also suspend your access to the Services in the event your payment is overdue. AVPRO shall not be liable to you, your Users, or any other third party for any suspension. AVPRO also reserves the right to delete any and all Customer Data from its servers in its reasonable discretion in the event of a suspension under this Section and disable your access to Third-Party Applications. For the avoidance of doubt, you will remain responsible for payment of applicable fees during any suspension period under this Section.
9. **Your Indemnification.** You shall indemnify and hold AVPRO, its affiliates, and all of their respective Managers, Members, employees, agents harmless from and against any and all claims, costs, damages, losses, liabilities and expenses (including attorneys’ fees and costs) arising out of or in connection with: (i) a claim alleging that your use of the Services or the AVPRO Technology infringes the rights of, or has caused harm to, a third party; (ii) a claim, which if true, would constitute a violation by you of your representations, warranties and covenants herein; or (iii) a claim arising from the breach by you of these Terms.
10. **Disclaimer of Warranties.** AVPRO MAKES NO REPRESENTATION, WARRANTY, OR GUARANTY AS TO THE RELIABILITY, TIMELINESS, QUALITY, SUITABILITY, AVAILABILITY, ACCURACY OR COMPLETENESS OF THE SERVICE OR ANY CONTENT. AVPRO DOES NOT REPRESENT OR WARRANT THAT (A) THE USE OF THE SERVICE WILL BE SECURE, TIMELY, UNINTERRUPTED OR ERROR-FREE OR OPERATE IN COMBINATION WITH ANY OTHER HARDWARE,

SOFTWARE, SYSTEM OR DATA, (B) THE SERVICE WILL MEET YOUR REQUIREMENTS OR EXPECTATIONS, (C) ANY STORED DATA WILL BE ACCURATE OR RELIABLE, (D) THE QUALITY OF ANY INFORMATION OR OTHER DATA OBTAINED BY YOU THROUGH THE SERVICES WILL MEET YOUR REQUIREMENTS OR EXPECTATIONS, (E) ERRORS OR DEFECTS WILL BE CORRECTED, OR (F) THE SERVICE OR THE SERVER(S) THAT MAKE THE SERVICE AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. THE SERVICE AND ALL CONTENT IS PROVIDED TO YOU STRICTLY ON AN 'AS IS' BASIS. ALL CONDITIONS, REPRESENTATIONS AND WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NONINFRINGEMENT OF THIRD-PARTY RIGHTS, ARE HEREBY DISCLAIMED TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW BY AVPRO

11. Internet Delays. SERVICES MAY BE SUBJECT TO LIMITATIONS, DELAYS, AND OTHER PROBLEMS INHERENT IN THE USE OF THE INTERNET AND ELECTRONIC COMMUNICATIONS. AVPRO IS NOT RESPONSIBLE FOR ANY DELAYS, DELIVERY FAILURES, OR OTHER DAMAGE RESULTING FROM SUCH PROBLEMS.
12. Liability. IN NO EVENT SHALL AVPRO OR ITS AFFILIATES BE LIABLE TO YOU, YOUR CUSTOMERS, OR ANYONE ELSE FOR ANY INDIRECT, PUNITIVE, SPECIAL, EXEMPLARY, INCIDENTAL, CONSEQUENTIAL OR OTHER DAMAGES OF ANY TYPE OR KIND (INCLUDING LOSS OF DATA, REVENUE, PROFITS, USE OR OTHER ECONOMIC ADVANTAGE) ARISING OUT OF, OR IN ANYWAY CONNECTED WITH THIS WEB APPLICATION, INCLUDING BUT NOT LIMITED TO THE USE OR INABILITY TO USE THE SERVICE, OR FOR ANY CONTENT OBTAINED FROM OR THROUGH THE SERVICE, ANY INTERRUPTION, INACCURACY, ERROR OR OMISSION, REGARDLESS OF CAUSE IN THE CONTENT, EVEN IF THE PARTY FROM WHICH DAMAGES ARE BEING SOUGHT HAS BEEN PREVIOUSLY ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE MAXIMUM LIABILITY OF AVPRO ARISING OUT OF OR IN ANY WAY CONNECTED TO THE SERVICES WILL NOT EXCEED THE FEES PAID BY YOU TO AVPRO DURING THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE CLAIM. THE EXISTENCE OF ONE OR MORE CLAIMS WILL NOT INCREASE AVPRO'S LIABILITY.
13. Confidential Information. Neither AVPRO nor you will knowingly disclose to any third party or make use of any Confidential Information during the term for any purpose other than as necessary in connection with the Services or the Subscription Agreement. For purposes of these Terms, "Confidential Information" will mean non-public information of a Party and shall include all pricing matters set forth on an Order Form. Notwithstanding the foregoing, Confidential Information may be disclosed to a Party's accountant, financial or legal advisors or any third party who has a need to know such information and is obligated to maintain the confidentiality of such information. Confidential

Information may be disclosed in connection with any proceeding to enforce these Terms or the Subscription Agreement.

14. Notice. AVPRO may give notice by means of a general notice on its website, electronic mail to your email address on record in AVPRO's files. Such notice shall be deemed to have been given 12 hours after sending. You may give notice to AVPRO (such notice shall be deemed given when received by AVPRO) at any time by letter delivered by nationally recognized overnight delivery service or first class postage prepaid mail to AVPRO at the following address: _____.
15. Modification to Terms. AVPRO reserves the right to modify the terms and conditions of this Agreement or its policies relating to the Services at any time, effective upon posting of an updated version of this Agreement on the Services. You are responsible for regularly reviewing this Agreement. Continued use of the Services after any such changes shall constitute your consent to such changes.
16. Children. The Services are not intended for children under the age of 13. If you are between the ages of 13 and 18 (or between 13 and the age of legal majority in your jurisdiction of residence), you may only use the Services with the consent of your parent or legal guardian who agrees to be bound by these Terms.
17. Miscellaneous.
 - 16.1 Entire Agreement. This Agreement, together with the Terms and Conditions of Sale and the Privacy Policy and any other policies adopted by AVPRO in the future relating to the use of the Services, constitutes the entire agreement between you and AVPRO regarding the Services. If, through accessing or using the Service, you utilize or obtain any product or service from a third party, including a Platform Developer, you may additionally be subject to such third party's terms and conditions applicable thereto, and this Agreement shall not affect your legal relationship with such third party.
 - 16.2 Governing Law; Consent to Jurisdiction. This Agreement shall be governed by and construed under the laws of the State of South Dakota, without regard to its conflict of law provisions. YOU AND AVPRO AGREE TO SUBMIT TO THE PERSONAL AND EXCLUSIVE JURISDICTION OF THE FEDERAL AND STATE COURTS LOCATED WITHIN MINNEHAHA COUNTY, SOUTH DAKOTA FOR ALL CLAIMS ARISING OUT OF OR RELATED TO THESE TERMS OR THE SERVICES. You agree that before you may commence any litigation against AVPRO, you will notify AVPRO of the dispute and you and AVPRO will negotiate in good faith for thirty (30) days to resolve such dispute. If, at the end of such thirty (30) day period the dispute is not resolved, you may proceed to commence a legal proceeding to resolve such dispute.
 - 16.3 Waiver; Severability. The failure or delay by AVPRO to exercise or enforce any right or provision of this Agreement or rights under applicable law shall not

constitute a waiver of any such provisions or rights. If any provision of this Agreement is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavor to give effect to the parties' intentions as reflected in the provision, and the other provisions of the Agreement remain in full force and effect.

- 16.4 Statute of Limitations. You agree that regardless of any statute or law to the contrary, any claim or cause of action you may have arising out of or related to use of these Terms, or the Services must be filed within one (1) year after such claim or cause of action arose or you hereby agree to be forever barred from bringing such claim.
- 16.5 Force Majeure. Any delay in the performance of any duties or obligations by AVPRO will not be considered a breach of these Terms if such delay is caused by a labor dispute, shortage of materials, fire, earthquake, flood, pandemic or any other event beyond the control of such Party, provided that such Party uses reasonable efforts, under the circumstances, to notify the other Party of the cause of such delay and to resume performance as soon as possible.
- 16.6 Headings. The section headings in this Agreement are for convenience only and have no legal or contractual effect.
- 16.7 Assignment. You may not assign or transfer your rights or obligations under this Agreement, except that both you and AVPRO may assign this Agreement to a third party into which it has merged or which has otherwise succeeded to all or substantially all of its business and assets to which this Agreement pertains, by purchase of stock, assets, merger, reorganization or otherwise, and which has assumed in writing or by operation of law its obligations under this Agreement.
- 16.8 Relationship of Parties. You and AVPRO are not partners, employees or agents, but are independent contractors. You have no legal authority to bind AVPRO or to make any representations about AVPRO, the Service or any other AVPRO products and services to any person. Nothing contained herein shall make you a dealer of AVPRO.