

# Terms and Conditions of Use

These Terms and Conditions of Use, together with the Privacy Notice, permits Permitted User to use the Service (as defined below) and sets forth the basic terms and conditions under which the Service will be delivered and performed.

## 1 DEFINITIONS

Capitalized words used herein and not otherwise defined shall have the meanings ascribed to them in these Terms and Conditions of Use.

- a) “**Authorized Reseller**” means a legal entity that has been authorized by Automated Logic to resell the Service to Customer(s).
- b) “**Customer**” means the legal entity listed on the Order Form or that has otherwise been given access to the Service by Automated Logic.
- c) “**Customer Data**” means any data of any type that is submitted to the Service by or on behalf of Customer, including but not limited to data submitted, uploaded or imported to the Service by Customer or Permitted Users (including from Third Party Platforms).
- d) “**Customer Facility**” means the location identified in the Order Form where the Service will be employed.
- e) “**Customer Portal**” means a web-based portal that provides Customer and Permitted Users with access to manage their account and use the Service.
- f) “**Data Privacy Laws**” means applicable national, federal, state and provincial laws relating to data privacy, the protection of personal information or data, and the cross-border transfer of personal information or data, including, without limitation, the laws and regulations of the European Union member states under the General Data Protection Regulation (“**GDPR**”) and any European Union law or regulation that may be enacted to implement or replace the GDPR.
- g) “**Documentation**” means the technical user documentation provided with the Service.
- h) “**Order Form**” means a mutually accepted, formal, transaction document, such as a quote, the invoice, or an order form, as applicable, that includes some or all of the following information: the name of the Customer, Customer’s address and billing information, the length of the Term (if applicable), the fees due from Customer, the maximum number of Permitted Users authorized to access and use the Service(s), if applicable, and any maintenance and support being purchased (if applicable).
- i) “**Permitted User**” means an employee, contractor, or other individual authorized by Customer or its affiliate(s) to access the Service.
- j) “**Personal Data**” means any information relating to an identified or identifiable natural person (“**Data Subject**”); an identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person.

- k) "**Privacy Notice**" means the Automated Logic Customer Portal [Privacy Notice](#) as published by Automated Logic and may be amended from time to time by Automated Logic.
- l) "**Sensitive Personal Data**" means any of the following: (i) credit, debit or other payment card data subject to the Payment Card Industry Data Security Standards ("**PCI DSS**"); (ii) patient, medical or other protected health information regulated by the Health Insurance Portability and Accountability Act ("**HIPAA**"); or (iii) any other Personal Data of a Data Subject deemed to be in a "special category" as identified in the GDPR or any successor Laws.
- m) "**Service**" means the WebCTRL platform delivered to the Customer and Permitted Users through the Customer Portal, as described in the Order Form.
- n) "**Service Level**" means the quantitative performance standards for the Service, as further specified in the Service Level Agreement.
- o) "**Service Level Agreement**" means the [service level agreement](#) applicable to the Service as published by Automated Logic and may be amended from time to time by Automated Logic.
- p) "**Service Security Standards**" means Automated Logic's [Security Policy](#) applicable to the Service as published by Automated Logic and may be amended from time to time by Automated Logic.
- q) "**Third Party Platforms**" means any software, software-as-a-service, data sources or other products or Service not provided by Automated Logic that are integrated with or otherwise accessible through the Service.

## 2 AUTOMATED LOGIC SERVICES

- 2.1 **Access to the Service.** Customer and its Permitted Users may access the Service through the Customer Portal in accordance with these Terms and Conditions of Use and the Documentation and any scope of use restrictions designated in the applicable Order Form. Use of and access to the Service is permitted only by Permitted Users. Permitted Users shall keep API keys, user ID and password information strictly confidential and not share such information with any unauthorized person. User IDs are granted to individual, named persons and may not be shared.
- 2.2 **General Restrictions.** Customer and its Permitted Users shall not: (a) make the Service available to anyone other than Permitted Users; (b) sell, resell, rent, lease, provide access to or sublicense the Service to a third party; (c) interfere with or disrupt the integrity or performance of the Service or any content contained therein; (d) attempt to gain unauthorized access to the Service or the underlying systems or networks; (e) use the Service or data derived therefrom to provide, or incorporate the Service into, any unauthorized product or service provided to a third party, or to create a competing offering; (f) reverse engineer, decompile, disassemble, or otherwise seek to obtain the source code or non-public APIs to the Service, except to the extent expressly permitted by applicable law (and then only upon advance notice to Automated Logic); (g) circumvent any technical limitations in the Service that limit or restrict access to or use of the Service or any content, file, or other work, except as expressly permitted by applicable law notwithstanding this limitation; (h) degrade, impede access, copy or modify the Service or any Documentation, or create any derivative work from any of the foregoing; (i) remove or obscure any proprietary or other notices contained in the Service; (j) publicly disseminate information

regarding the performance of the Service; (k) use any Automated Logic or other third party name or trademarks referenced in the provision of the Service in any manner without Automated Logic's written consent; or (l) use the Service in manner outside of its intended purpose.

### **3 CUSTOMER DATA**

- 3.1 **Rights in Customer Data.** Subject to these Terms and Conditions of Use, Customer and its Permitted Users acknowledge and agree that Automated Logic may monitor their use of the Service, and hereby grant to Automated Logic and its affiliates a non-exclusive, perpetual, sub-licensable, irrevocable and worldwide, royalty-free right and license to receive, host, store, analyse, process, enhance, copy, transmit, modify, create derivative works of, maintain, display or otherwise use the Customer Data (a) to provide the Service, and (b) to generate usage statistics and usage data which Automated Logic may use for any business purpose, including but not limited to (i) improve the Service, (ii) produce and share aggregated insights from the usage statistics or usage data, or (iii) compare usage and adoption rates of Customers and other organizations; provided, however, that Automated Logic will only use such usage statistics and usage data in an anonymized, de-identified or aggregated form ("De-Identified Data"). For the avoidance of doubt, Customer Data does not include De-Identified Data, and Automated Logic will not disclose or provide Customer Data or Permitted Users' identities to third parties, except as provided in Customer's agreement (if applicable) or Automated Logic's Privacy Notice, and Automated Logic shall own all right, title and interest in and to De-Identified Data, the usage statistics and usage data including without limitation all Intellectual Property Rights therein.

### **4 DATA PRIVACY AND SECURITY**

- 4.1 **Processing of Personal Data.** Customer and its Permitted Users acknowledges and agrees that in the execution and the administration of the Service, Personal Data of Permitted Users will be collected and processed, and that where Permitted User provides Automated Logic with any Personal Data for such purpose Permitted User will ensure that it has the legal right to do so. Where Automated Logic processes Personal Data in relation to providing the Service, it will do so in accordance with the Service Privacy Notice.
- 4.2 **No Sensitive Personal Data.** Customer and its Permitted Users specifically agree not to use the Service to collect, store, process or transmit any Sensitive Personal Information. Customer and its Permitted Users acknowledge that Automated Logic is not a business associate or subcontractor (as those terms are defined in HIPAA) or a payment card processor and that the Service is neither HIPAA nor PCI DSS compliant. Automated Logic will have no liability for Sensitive Personal Information, notwithstanding anything to the contrary herein.
- 4.3 **Security.** Automated Logic agrees to use commercially reasonable technical and organizational measures designed to prevent unauthorized access, use, alteration or disclosure of any Customer Data, as further described in Automated Logic's Service Security Standards. However, as the Service is to be provided over the internet, Automated Logic will have no responsibility for errors in transmission, unauthorized third-party access, interruptions due to a failure of third-party communication technologies or any other causes beyond Automated Logic's control.

## 5 PROPRIETARY RIGHTS

- 5.1 **Reservation of Rights.** Customer and its Permitted Users acknowledge that it is obtaining only a limited and revocable right and license to access and use the Service. The Service is licensed, not sold. As between the parties, the Service (including without limitation, any updates, upgrades, modifications, customizations, and improvements thereto) and all intellectual property rights therein, are and will remain the sole property of Automated Logic and/or Automated Logic's partners, suppliers and licensors, and that irrespective of any use of the words "purchase", "sale" or like terms in any agreement no ownership rights are being conveyed to Customer and its Permitted Users under these Terms and Conditions of Use with respect to the Service. Customer's, and any Permitted User's, access and use of the Service does not transfer to Customer, any Permitted User, or any third party any rights, title, or interest in or to such intellectual property rights. Automated Logic and its suppliers reserve all rights not expressly granted to Customer or Permitted Users.
- 5.2 **Suggestions.** Customer and its Permitted Users may choose to, or may be invited to submit, comments, suggestions, or ideas about the Service, including how to improve the Service ("**Feedback**"). Customer and its Permitted Users agree that Feedback submissions are voluntary, gratuitous, unsolicited, and without restriction and will not place Automated Logic under any fiduciary or other obligation. Automated Logic may use, copy, modify, publish, or redistribute Feedback and its contents for any purpose. Automated Logic shall have a royalty-free, worldwide, transferable, sub-licensable, irrevocable, perpetual right and license to use, copy, modify, publish, or redistribute Feedback and its contents for any purpose, including the right and license to use or incorporate into the Service any suggestions, enhancement requests, recommendations or other Feedback provided by Customer and its Permitted Users relating to the Service. Customer and its Permitted Users waive all moral rights they may have in the Feedback. Customer and its Permitted Users also agree that Automated Logic does not waive any rights to use similar or related ideas previously known to Automated Logic, developed by its employees, or obtained from other sources.

## 6 TERM AND TERMINATION

**Term.** Customer and its Permitted Users shall only have access to the Service for the duration of the subscription term, as set forth in the Order Form ("Subscription Term"). Automated Logic reserves the right to terminate Customer and its Permitted User's access to the Service any time Automated Logic reasonably believes that Customer or its Permitted Users are not acting in good faith or in compliance with these terms. In the event Customer purchased a subscription to the Service through an Authorized Reseller and Automated Logic terminates its agreement with the Authorized Reseller, Automated Logic reserves the right, in its sole discretion, to terminate Customer's access to the Service.

## 7 WARRANTY DISCLAIMER

- 7.1 **Warranty Disclaimer.** AUTOMATED LOGIC MAKES NO WARRANTIES TO OR FOR PERMITTED USERS. ALL SERVICE, SUPPORT, AND PROFESSIONAL SERVICES ARE PROVIDED "AS IS". NEITHER AUTOMATED LOGIC NOR ITS SUPPLIERS MAKES ANY WARRANTIES HEREIN, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY, TITLE,

FITNESS FOR A PARTICULAR PURPOSE OR NONINFRINGEMENT. AUTOMATED LOGIC DOES NOT WARRANT THAT THE SERVICE WILL BE UNINTERRUPTED OR ERROR-FREE, NOR DOES AUTOMATED LOGIC WARRANT THAT IT WILL REVIEW THE CUSTOMER DATA FOR ACCURACY OR THAT IT WILL MAINTAIN THE CUSTOMER DATA WITHOUT LOSS OR CORRUPTION. AUTOMATED LOGIC SHALL NOT BE LIABLE FOR DELAYS, INTERRUPTIONS, SERVICE FAILURES OR OTHER PROBLEMS INHERENT IN USE OF THE INTERNET AND ELECTRONIC COMMUNICATIONS, THIRD-PARTY PLATFORMS OR OTHER SYSTEMS OUTSIDE THE REASONABLE CONTROL OF AUTOMATED LOGIC.

- 7.2 **Exclusions.** The information provided pursuant to the Service is general in nature and should not be considered medical, legal, insurance or any other professional advice. In all cases you should consult with professional advisors familiar with your particular factual situation before making any decisions. In no event will Automated Logic in any way whatsoever, be liable to you, or anyone else, for your use of the information provided pursuant to the Service, or for any decision(s) made or action(s) taken in reliance upon the information provided pursuant to the Service.

## 8 LIMITATION OF LIABILITY AND DAMAGES

- 8.1 **Damages Waiver.** Under no circumstances shall Automated Logic or its suppliers be liable for any indirect, incidental, special or consequential damages, including loss of revenue, loss of use of equipment or facilities, loss of data, failure of security mechanism, interruption of business, or economic damages howsoever arising.
- 8.2 **Liability Cap.** To the extent permitted by law, Automated Logic's aggregate liability for any reason, whether in contract, tort (including negligence), breach of statutory duty or otherwise, will be limited to the total amount paid by the Customer for the Service in the 12-month period preceding the commencement of the event or events.

## 9 GENERAL PROVISIONS

- 9.1 **Modifications.** Customer and its Permitted Users acknowledge and agree that Automated Logic may modify these Terms and Conditions of Use at any time and continued use of the Service after Automated Logic releases a change to the Terms and Conditions of Use shall constitute acceptance and agreement to such modified Terms and Conditions of Use. These Terms and Conditions of Use apply to any updates to the Service as well as any applications (if any) used to access the Service that Automated Logic may, in its sole discretion, provide or make available ("**Update**"). From time to time, Automated Logic may, without additional notification, automatically "push" or deliver an over-the-air Update to Customer's and/or Permitted Users' mobile phone, tablet, laptop, desktop, or other computing device via a cellular or internet connection ("**Automatic Update**"). You acknowledge and agree that Automatic Updates may occur at Automated Logic's sole discretion, that Customer's continued use of the Service may be conditioned upon your acceptance of Automatic Updates, and that you consent to Automatic Updates by acceptance of these Terms and Conditions of Use. If Automated Logic provides additional terms along with an Update, those terms will apply to the Update. If Automated Logic provides you an Update, Automated Logic may, at its sole discretion, require you to use the Update version and cease use of earlier versions. Automated Logic reserves the right to update, modify or discontinue any product or service made available to you through use of the Service.

- 9.2 **Governing Law and Forum.** These Terms and Conditions of Use shall be interpreted in accordance with the plain English meaning of its terms and the construction thereof shall be governed by the laws in force in the State of Georgia, USA without regard to conflicts of law principles, and except that the United Nations Convention on Contracts for the International Sale of Goods dated April 11, 1980, as amended to date, will not apply. The state and federal courts located in Atlanta, Georgia shall have exclusive jurisdiction to adjudicate any dispute arising out of or relating to this Agreement.
- 9.3 **Severability.** If any provision of these Terms and Conditions of Use is held by a court of competent jurisdiction to be contrary to law, the provision shall be modified by the court and interpreted so as best to accomplish the objectives of the original provision to the fullest extent permitted by law, and the remaining provisions of these Terms and Conditions of Use shall remain in effect.