ScanForce Software License Agreement

(last updated February 2025)

This Software License Agreement ("SLA") by and between you as the individual, business entity, or organization indicated in the Customer Order which you validly represent ("you" or the "Customer") and BCA Innovations LLC, d.b.a. ScanForce ("ScanForce") a Florida Limited Liability Company, governs the provision of any Subscriptions, Services, and other materials or information provided by ScanForce to Customer. The SLA, Customer Order, Services Agreement, Terms and Conditions, exhibits, or statements of work(s) separately executed by the parties, and other documents expressly referenced herein or referencing this SLA are collectively referred to as the "Agreement." Unless specified to the contrary in a Customer Order, this Agreement will be effective on the date of Customer's signature on the Customer Order (the "Effective Date").

In consideration of the payment by the Customer to ScanForce or a ScanForce representative, of the charges specified while placing the Customer Order, ScanForce grants to the Customer (including Customer's present and future subsidiaries and affiliates, and their respective successors and assigns) access and use of the certain Services under the following terms and conditions:

ARTICLE 1. DEFINITIONS

1.1. "Activation Date" means the date on which Customer is provided access to the Software and/or Services.

1.2. "ScanForce Technology" means ScanForce's proprietary software, technology, frameworks, platforms, methodologies, facilitation guides, questionnaires, techniques, general purpose consulting and related know-how, logic, coherence and methods of operation of systems, user interfaces, screen designs, presentation materials, and best-practices documentation, including any enhancements, modifications or derivatives thereof, which are provided to Customer. Subscriptions, licenses, maintenance, and Services each individually and combined include elements of ScanForce Technology.

1.3. "Customer Data" is data the Customer inputs for the purpose of using the Services or facilitating use of the Services or data gathered by ScanForce programs.

1.4. "Customer Order" is the order placed by You with ScanForce or a ScanForce representative that shall determine the scope and price of the subscription fee in connection with the software being offered under this Agreement.

1.5. "Effective Date" is the date when you purchase software by signing the Customer Order and therefore enter into this Agreement.

1.6. "Mobile Applications" are ScanForce application software designed to run on a mobile device, such as a mobile computer (scanner), or a PC, laptop, smartphone, or tablet computer.

1.7. "Software" shall include ScanForce modules, enhancements, custom programming, and third-party applications, as selected by Customer in its Customer Order, as well as the Management Console application, mobile applications, and other supporting applications.

© ScanForce

1.8. “Subscription” means the term-based license designated in the Customer Order providing Customer with the right to access and use the Software.

1.9. “Term” means the duration of a subscription designated in the Customer Order, including the initial term and any renewal term as defined in Article 11.1.

1.10. “Website” shall mean www.ScanForce.com.

ARTICLE 2. SERVICES

2.1. Pursuant to this Agreement, ScanForce grants Customer a royalty-free, non-exclusive, non-transferable, time-bounded license to use, for Customer’s internal business purposes only and subject to the terms of this Agreement, the ScanForce Technology as included in Subscriptions, maintenance, and Services. For use in connection with Subscriptions and Services, the Term of Customer’s permitted use will be the duration of the Subscription.

2.2. As between Customer and ScanForce, ScanForce and/or its licensors are the sole owners of all right, title and interest in and to the ScanForce Technology. If Customer provides any feedback, comments, suggestions, ideas, requests or recommendations for modifications or improvements to the ScanForce Technology (“Feedback”), Customer hereby assigns and agrees to assign all right, title, and interest in any such Feedback to ScanForce to be used for any purpose. All rights not expressly granted to Customer hereunder are reserved by ScanForce and its licensors.

2.3. In consideration for the Software, unless otherwise provided in the Customer Order, Customer shall timely pay that certain Subscription Fee in the amount and subject to the payment schedule that shall be set forth in the Customer Order (the “Subscription Fee”).

2.4. Unless otherwise stated in the Customer Order, the deployment of the Software is in a standard format. If Customer requests ScanForce to provide any custom modification, consulting, system integration, or other services with regards to the Software, the terms for such services shall be separately negotiated and agreed to in writing.

2.5 Support. During the Term, ScanForce will provide remote support in accordance with the Services Agreement as provided under that separate document.

2.6 Services. (Applicable only to Customers where Services are included in a Customer Order) In connection with the implementation and provision of Subscription, Customer may engage ScanForce to provide certain implementation and deployment services (“Implementation Services”), consulting services (“Consulting Services”), Support services (“Support Services”) and other services (“Other Services”) (all such services, collectively, the “Services”) as set forth in a Customer Order. Customer acknowledges that the provision of Services by ScanForce is dependent on Customer providing access to relevant resources and timely decisions and input in connection with those Services as described in the Customer Order. Customer further acknowledges that any delays in response, feedback, or access could result in an extended delivery timeline, additional charges, and sub-optimal results. Either ScanForce or Customer may initiate a change request when a material change or event occurs that may impact the scope or delivery timeline of Services. ScanForce will respond with formal documentation including a description of the change, the effort to implement the change,

© ScanForce

the impact to the Customer Order, and the cost of the change ("Change Order Proposal"). Customer must sign any Change Order Proposal before any such change is effective.

2.7. ScanForce reserves the right to upgrade, modify, replace or reconfigure the Software at any time, provided that Customer will be provided at least ten (10) days' advance notice for changes that materially affect use of the Software. ScanForce may also change the fee schedule, support terms, and service level agreements for the Software and Services subject to at least ten (10) days' advance notice. Any such notice may be given and shall be effective if provided in an e-mail sent to Customer's account representative, or if included in any amendment, extension, or new version of this Agreement.

ARTICLE 3. CUSTOMER'S OBLIGATIONS

The Customer shall:

3.1. Use the Software only in accordance with this Agreement and the Customer Order and comply with all applicable laws and regulations with respect to its activities under this Agreement;

3.2. Cooperate with ScanForce in the scope necessary for the execution and performance of Parties' obligations under this Agreement;

3.3. Provide ScanForce with all necessary access to such information as may be reasonably required by ScanForce in order to render the Services, including but not limited to Customer Data, security access information and configuration services;

3.4. Carry out all other Customer responsibilities set out in this Agreement in a timely and efficient manner;

3.5. Use commercially reasonable efforts to prevent unauthorized access to or use of the Software and notify ScanForce of any such unauthorized access or use;

3.6. Obtain and maintain all necessary licenses, consents, and permissions necessary for ScanForce, its contractors and agents to perform their obligations under this Agreement including, without limitation, provision of the Software and Services;

3.7. Ensure that its network and systems comply with the relevant specifications provided by ScanForce from time to time; and

3.8. Be solely responsible for procuring and maintaining its network connections and telecommunications links from its systems to the ScanForce provided applications, programs and hardware, and for all problems, conditions, delays, delivery failures and all other loss or damage arising from or relating to the Customer's network connections or telecommunications links or caused by the internet.

ARTICLE 4. RESTRICTIONS

4.1. Customer agrees to purchase the Subscription on its own behalf and for its own business purposes including providing services to third parties using the Services and Software, but will not sublicense, license,

© ScanForce

rent, sell, loan, give or otherwise distribute all or any part of the Services or Software to any third party without explicit consent of ScanForce.

4.2. Customer agrees not to reverse engineer, disassemble, decompile, modify, or alter the Software or any copy thereof, in whole or in part.

4.3. If Customer is merged, consolidated or sold, or if Customer sells or transfers all or substantially all of its assets relating to the use of the Software, Customer shall have the right to transfer its rights and obligations under this Agreement to the surviving or buying entity, provided that Customer shall not be relieved of its obligations hereunder, shall inform ScanForce about such events with at least ten (10) business days' notice, and the successor must assume the terms and conditions of this Agreement in a manner acceptable to ScanForce, and the scope of use of the Software may not be not substantially altered.

4.4. Customer will reproduce such notices of ScanForce's rights on any copies of user documentation created by Customer. Customer shall not alter, remove or conceal any copyright, trade secret or other proprietary rights notices that may appear on or within the Software or related documentation.

4.5. Any use of the Services in breach of this Agreement may result in ScanForce immediately suspending the Services. If ScanForce suspends the Services, the Customer shall be immediately notified and given an opportunity to remedy such violation. ScanForce shall have the right to terminate this Agreement if the breach has not been remedied within thirty (30) days.

ARTICLE 5. FEES AND OTHER PAYMENTS

5.1. Customer shall pay the Subscription Fee as indicated on Customer Order. Notwithstanding anything to the contrary, fees for Services shall be non-refundable once Services are started, irrespective of whether Services are completed.

5.2. Unless otherwise stated in the applicable Customer Order, all amounts due shall be paid in U.S. Dollars within the terms as set forth in the Customer Order or Renewal. Unless specified to the contrary in a Customer Order, fees for any Renewal Term may be increased by ScanForce and will be invoiced on the same schedule as in effect for the billing period immediately prior to the expiration of the Term. Where applicable, and with written Customer approval, Customer will reimburse ScanForce for all reasonable and documented travel, food, lodging, and other out-of-pocket expenses incurred in performance of Services.

ScanForce's preferred method of receiving payment is ACH or other direct bank-to-bank transfer. The following also applies for credit card payments, as allowed.

5.2.1. ACH Authorization. By providing your bank account information and selecting ACH (Automated Clearing House) as your payment method, you authorize ScanForce to electronically debit your account for all applicable fees related to your subscription, including initial and recurring payments as outlined in this Agreement.

5.2.2. Retention of Bank Information. You consent to ScanForce securely retaining your bank account details for the purpose of processing subscription renewals and other authorized payments. ScanForce will

© ScanForce

implement reasonable security measures to protect your financial information in compliance with applicable laws and industry standards.

5.2.3. Automatic Renewal. Your subscription will automatically renew at the end of each billing cycle unless you cancel prior to the renewal date. By agreeing to this article, you authorize ScanForce to automatically withdraw the applicable renewal fees from your designated bank account via ACH on the renewal date.

5.2.4. Insufficient Funds and Payment Failures. If an ACH transaction is declined due to insufficient funds, closed accounts, or other reasons, you remain responsible for any outstanding amounts. ScanForce reserves the right to charge applicable fees for failed transactions and may suspend or terminate access to the software until payment is received.

5.2.5. Cancellation and Revocation of Authorization. You may cancel your subscription or revoke your ACH authorization by providing written notice to ScanForce at least 30 days before the next scheduled payment. However, cancellation does not relieve you of any outstanding payment obligations.

5.2.6. Compliance with NACHA Rules. All ACH transactions will be processed in accordance with the rules of the National Automated Clearing House Association (NACHA) and applicable banking regulations.

5.3. Any payment not received by the date due shall bear interest from the date past due at the maximum rate permitted by applicable law.

5.4. In the event any undisputed payment is ten (10) or more business days overdue, ScanForce reserves the right to suspend the Services until the overdue amounts are paid in full.

5.5. In the event that ScanForce engages one or more third parties to collect a past due payment, such as a collection agency or law firm, Customer agrees to pay all reasonable costs of collection including, without limitation, all court costs and reasonable attorney's fees.

5.6. Customer accepts sole responsibility for the payment of any fees, taxes, charges, or assessments, imposed on Customer or on ScanForce in connection with this Agreement, to be paid to any foreign or domestic national, state, or local government bodies, or subdivisions thereof, and any penalties or interest.

ARTICLE 6. SCANFORCE SERVICES AGREEMENT

The ScanForce Services Agreement, as separately provided, is incorporated by reference into this Agreement.

ARTICLE 7. CUSTOMER DATA RETENTION AND DATA SECURITY

7.1. Customer Data is and shall remain the property of Customer and will only be used by ScanForce to perform its obligations under this Agreement. ScanForce may use such information, during and after the Term, for administrative, monitoring, investigative, and backup purposes, and in an anonymous or redacted format for planning and analysis. ScanForce shall provide Customer with additional assurances or evidence of compliance regarding the confidentiality of such matters as Customer considers necessary or appropriate to

© ScanForce

comply with applicable laws and regulations, audit inquiries, or privacy policies Customer may adopt in the future.

7.2. When and as requested by Customer, ScanForce shall return to Customer all of Customer's information, data, and files in such form as Customer may reasonably request.

7.3. In the event of a security breach, ScanForce warrants that it will conduct an internal investigation and, following the investigation, will provide Customer with a written electronic copy of the results of the investigation of the breach.

7.4. Except as expressly permitted in this Agreement, ScanForce shall not sell, assign, lease, disseminate or otherwise dispose of the Customer Data or any part thereof to any other person, nor shall ScanForce commercially exploit any part of the Customer Data. ScanForce shall not possess or assert any property interest in or any lien or other right against or to any Customer Data.

ARTICLE 8. WARRANTIES, EXCLUSIONS, LIMITATIONS

8.1. Each Party represents and warrants that (a) it has the right and power to enter into this Agreement, and (b) an authorized representative has accepted this Agreement.

8.2. Limited Software Warranty. In the event Software fails to operate in any material respect regarding the functions described in the corresponding ScanForce product documentation included in the Subscription (as warranted in Article 8.2), Customer has ninety (90) days from the Activation Date to notify ScanForce in writing of such failure. ScanForce will use commercially reasonable efforts to promptly repair or replace the nonconforming Software without charge. If Notice is provided after ninety (90) days from the Activation Date, charges may apply to remedy the non-conformance. If, after a reasonable opportunity to cure, ScanForce does not remedy the non-conformance, Customer may, no later than sixty (60) days after giving Notice, terminate the Subscription portion of the Customer Order and receive a refund of the paid Subscription Fees for the period following the date of Notice. This warranty does not apply if the Software is not administered by Customer in accordance with this Agreement, or with any corresponding instructions or training provided by ScanForce. The foregoing provides Customer's sole remedy for a ScanForce breach of the limited warranty of section 8.2.

8.3. ScanForce undertakes to provide the Services in a prompt and professional manner. Customer's exclusive remedy and ScanForce's sole liability for any interruption or deficiency in the Services shall be as provided in Article 9.2.

8.4. ScanForce has and will maintain all necessary licenses, consents, and permissions necessary for the performance of its obligations under this Agreement.

8.5. ScanForce does not warrant that the Software will be uninterrupted or error-free or that it shall meet Customer's needs. Further, ScanForce does not warrant that the Software or data used throughout the Software are not susceptible to intrusion, attack, or computer virus infection. However, notwithstanding the foregoing, ScanForce will use commercially reasonable efforts to ensure the Software and Services will not contain or transmit any virus, worm, Trojan horse, or other harmful computer code, script, file, agent, or

© ScanForce

program. Unless otherwise provided under this Agreement, Customer is solely responsible for the accuracy and integrity of its own data, reports, and documentation.

8.6. EXCEPT AS PROVIDED IN THIS AGREEMENT, SCANFORCE MAKES NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING EXPRESS OR IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NONINFRINGEMENT.

ARTICLE 9. LIMITATION OF LIABILITY

9.1. SCANFORCE SHALL NOT BE LIABLE TO CUSTOMER, WHETHER IN CONTRACT OR IN TORT OR UNDER ANY OTHER LEGAL THEORY (INCLUDING, WITHOUT LIMITATION, STRICT LIABILITY AND NEGLIGENCE) FOR LOST PROFITS OR REVENUES, LOSS, OR INTERRUPTION OF USE, LOST OR DAMAGED DATA, REPORTS, DOCUMENTATION OR SECURITY, OR SIMILAR ECONOMIC LOSS, OR FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR SIMILAR DAMAGES, ARISING OUT OF OR IN CONNECTION WITH THE PERFORMANCE OR NON-PERFORMANCE OF THIS AGREEMENT, OR FOR ANY CLAIM MADE AGAINST CUSTOMER BY ANY OTHER PARTY, EVEN IF SCANFORCE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH CLAIM.

9.2. In any case, ScanForce's cumulative liability under any and all claims made by Customer shall not exceed the amount of the fees paid by Customer for the Subscription and Services giving rise to such damages in the one (1) year period prior to the claim.

9.3. Notwithstanding anything to the contrary, no action, regardless of form, arising out of or in connection with this Agreement may be brought by Customer more than one (1) year after the first to occur of (i) the termination or expiration of this agreement or (ii) the event giving rise to such cause of action.

ARTICLE 10. INDEMNIFICATION

10.1. The Customer shall defend, indemnify and hold harmless ScanForce against third-party claims, actions, proceedings, losses, damages, expenses and costs (including without limitation court costs and reasonable legal fees) of infringing on a third party's rights arising out of or in connection with the Customer's use of the Software and Services.

10.2. ScanForce will indemnify, defend and hold harmless Customer from and against any third-party claim brought against Customer alleging that Customer's permitted use of the Software infringes any United States patent, trademark, or copyright, or misappropriates a trade secret of a third party. If Customer's use of the Software is, or in ScanForce's opinion is likely to be, enjoined due to the type of infringement specified above, ScanForce may, at its option and expense, obtain a license for the continued use of the Software or modify the Software to provide substantially equivalent functions and are no longer infringing, or, if neither of the foregoing alternatives are implemented, terminate Customer's right to the allegedly infringing portion of the Software and refund to Customer any amounts prepaid for such Software for the period following such termination. This Section 10 states the entire liability of ScanForce with respect to any type of third-party infringement claim.

10.3. Each Party will indemnify and defend the other Party against any third party claims arising from the indemnifying Party's gross negligence or willful misconduct.

© ScanForce

10.4. In case of any indemnified claim under this **Article 10**, the indemnified party will (a) give written notice to the indemnifying party within thirty (30) days of becoming aware of an indemnified claim; (b) provide control of the defense of the claim to the indemnifying party, including the right to settle; provided however, that the indemnifying party will not settle any such suit or claim without the indemnified party's prior written consent, which will not be unreasonably withheld or delayed; and (c) provide reasonable cooperation in the defense thereof.

ARTICLE 11. TERM AND TERMINATION

11.1. Unless terminated earlier in accordance with this Section 11, the initial term of this Agreement is the period beginning on the Effective Date and ending the number of months or years specified in the Customer Order thereafter ("Initial Term"). At the end of the Initial Term, this Agreement will automatically renew for consecutive renewal terms equal to twelve (12) months in length (each, a "Renewal Term"), unless either party gives the other party a written notice of termination at least forty-five (45) days before the expiration of the Initial Term or the then-current Renewal Term. The terms Initial Term and Renewal Term will be collectively referred to in this Agreement as the "Term," and each may be specific to a Customer Order. Unless otherwise specified in a Customer Order for a particular Subscription, ScanForce will make each Subscription available to Customer from the period commencing on the Activation Date applicable to the Subscription in question and through the Term of the Agreement. In the event Customer commits a material breach of this Agreement, if such breach is not cured within thirty (30) days of written notice thereof, then ScanForce may terminate this Agreement by written notice within thirty (30) days of such failure to cure. In the event of a material breach by ScanForce of its obligations hereunder, if such breach is not cured within thirty (30) days of written notice thereof, Customer may terminate this Agreement by written notice to ScanForce after thirty (30) days of such failure to cure. This Agreement may be terminated by ScanForce if Customer files a petition for bankruptcy or insolvency, has an involuntary petition filed against it, commences an action providing for relief under bankruptcy laws, files for the appointment of a receiver, or is adjudicated a bankrupt concern.

11.2. Notwithstanding ScanForce's right to suspend the services in accordance with **Article 5.4**, ScanForce, at its option, may suspend or terminate the Services and/or Customer's access privileges if Customer commits a material breach of this Agreement and fails to cure the breach as quickly as required in Article 11.1.

11.3. Upon termination of this Agreement, regardless of the reason, Customer shall immediately cease use of the Software, remove the Software from Customer's computers, and follow ScanForce's instructions for the return or destruction of all remaining copies of the Software and related documentation. Customer agrees to certify its compliance with the foregoing requirement upon ScanForce's request.

ARTICLE 12. INTELLECTUAL PROPERTY

12.1. ScanForce reserves the right, title and interest in all technology and data associated with the Software and Services, the design, format and processing of the Services, the database, programs, protocols, displays, and manuals relating to services network (including any modification, addition, or improvement thereto). ScanForce's name and logos are owned by ScanForce and protected as ScanForce's intellectual property.

© ScanForce

12.2. Customer may not use the “ScanForce” mark or logo, or any other mark or brand of ScanForce, in publicity, advertising, or external broadcasts or distributions, without the prior written consent of ScanForce.

12.3. “Confidential Information” means information relating to either parties’ business, including in particular but not limited to designs, product plans, data, software and technology, financial information, marketing plans, business opportunities, proposed terms, pricing information, discounts, inventions and know-how disclosed in confidence by one party to the other party, either directly or indirectly, whether in writing, verbally or otherwise, and whether prior to, on, or after the Effective Date, that either is designated as confidential by the disclosing party at the time of disclosure; or would reasonably be understood, given the nature of the information or the circumstances surrounding its disclosure, to be confidential. Confidential Information also includes the content of this Agreement, including all exhibits, addenda, and supporting documents. Customer agrees to keep ScanForce’s Software and features confidential through reasonable security precautions, to use and disclose the same only as necessary for Customer’s internal use of the Software, and not to make any copies thereof except as necessary to use the Software or as expressly permitted by ScanForce.

12.4. Customer acknowledges that the confidential information protected hereunder is of significant importance to ScanForce and that, in the event of the unauthorized use or disclosure of such confidential information, ScanForce may not be adequately or reasonably compensated for the loss through damages available in an action at law. Customer therefore agrees that in the event of any such unauthorized use disclosure, ScanForce shall be entitled to obtain injunctive and other equitable relief to enforce these requirements and prevent further violation, and Customer agrees to waive any obligation that bond be posted by ScanForce in connection with such relief. Resort to such equitable relief shall not be construed, however, to be a waiver of any other rights or remedies that ScanForce may have for the same or any other violation of its intellectual property rights.

ARTICLE 13. FORCE MAJEURE

13.1. Neither Party hereunder shall be liable for any delay or failure to perform its obligations hereunder so long as that delay or failure is the result of an event beyond its reasonable control, including but not limited to, governmental acts, work stoppages, fire, civil disobedience, riots, terrorist acts, rebellions, accidents, explosions, interruptions or imperfections in telephonic service, communications line or equipment failures, satellite malfunctions, electrical disturbances, brown-outs or black-outs, floods, storms, earthquakes, acts of God and similar occurrences, provided that such party uses commercially reasonable efforts to fulfill its obligations under this Agreement.

ARTICLE 14. MISCELLANEOUS

14.1. This Agreement is governed under the laws of the State of Florida.

14.2. This Agreement, including any attachments hereto, constitutes the entire agreement between the Parties. Any amendments to the Agreement for their effectiveness require consent of both parties, in writing.

© ScanForce

14.3. Any dispute arising out of or in connection with this Agreement, shall be submitted to and resolved subject to the jurisdiction and venue of the federal and state courts located in Miami-Dade County, Florida.

14.4. Except as expressly provided in Article 4.3, this Agreement may not be assigned by either Party without the prior written consent of the other Party.

14.5. The Parties declare that the provisions of this Agreement, including the attachments hereto have been provided to the Customer, the Customer has had the opportunity to review the Agreement prior to its execution and has voluntarily accepted its provisions.

14.6. The Customer Order constitutes an integral part of the Agreement.

14.7. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and both of which together shall constitute one and the same instrument.

14.8. Section headings are provided for convenience only, and shall not be used to construe the meaning of any section.

14.9. No waiver or modification of this Agreement or of any covenant, condition or limitation herein shall be valid unless presented in writing and signed by both parties. All covenants contained herein are severable, and in the event of any being held invalid by any competent court, this Agreement shall remain intact except for the omission of the invalid covenant.

© ScanForce