

INTELLISCREEN END USER LICENSE AGREEMENT

Effective Date 4/1/2020

PLEASE READ ALL OF THE TERMS AND CONDITIONS IN THIS END- USER LICENSE AGREEMENT CAREFULLY. YOU ARE NOT AUTHORIZED TO DOWNLOAD OR USE THIS APPLICATION/WEBSITE UNLESS AND UNTIL YOU HAVE READ, UNDERSTOOD, AND AGREE TO ACCEPT ALL OF THE TERMS AND CONDITIONS OF THIS AGREEMENT.

By installing, copying, downloading, accessing or otherwise using this version of the Qair™, IntelliSCREEN Mission Control, or Track-n-Trace™ software ("Software," as defined below), You (either as an individual or an organization) affirm that you have read, understood, and agree to be bound by the terms of this end-user license agreement (the "Agreement") with Team Ray Technologies, LLC ("Licensor"). If you do not agree to the terms of this Agreement, you may not access, use, transfer or copy the Software and should not proceed any further.

1. Definitions. The following terms when used in this Agreement will have the respective meanings assigned to them below:

- **Account** means the user account You establish to interact with the Software.
- **Confidential Information** means, with respect to You: information, content, or data entered into the Software (also referred to as "Data"), and with respect to Licensor: (a) the Software, the Documentation, the Services, and any improvements to the Software; (b) computer software (both object and source codes); (c) techniques, concepts, methods, processes, designs, and program interfaces embodied in or relating to the Software and Services; (d) anonymized and aggregated information derived from all users use of the Software and Services; and (e) all system security and system architecture design relating to the Software. Confidential Information of either party (the party disclosing information being the "Disclosing Party") includes information: (a) the Disclosing Party protects against unrestricted disclosure to others designated as confidential at the time of disclosure; and (b) information that should reasonably be understood to be confidential given the nature of the information and the circumstances surrounding its disclosure.
- **Data** means all data, information and/or content entered by You into Your Account or the Software.
- **Documentation** means any manuals, specifications, user information, or other documentation provided or made available by Licensor to You regarding access and use of the Software.
- **Software** means the on-demand service, including any code, underlying technology, upgrades, and updates thereto or new versions thereof, made generally available by Licensor to You to analyze answers, data, and other information provided by you relating to your ability to gain entry into a location and to monitor/control the population density in that location.

- **Services** means the IntelliSCREEN platform and its features, along with hosting, maintenance, and any upgrades, additions or replacements to the Software.
- **Website** means the websites located at intelliscreen.us and teamraytech.com.
- **You/Your** means the individual accepting the terms and conditions of this Agreement.

2. About IntelliSCREEN

2.1 IntelliSCREEN is a comprehensive safe entry platform that combines health check surveys, fever checks, visual verification, building access control, capacity control, and traceability data logging. Software applications used within this platform include Qair™ (cloud-based health check surveys), Mission Control™ (unit display and operational software), and Track-n-Trace™ (centralized traceability data and administrative configuration).

2.2 Your submission of information to Licensor and reliance upon any information provided by Licensor is solely at your own risk. Licensor does not provide any medical advice, diagnosis, treatment, or any other medical opinion or recommendation. Rather, the data and information obtained from the Software and Services are for informational and research purposes only. Licensor urges you to consult with a qualified medical professional for diagnosis and for answers to your health-related questions. The information should not be considered complete or up to date, nor should it be relied on to suggest a course of treatment for a particular individual. If you have a medical emergency, contact your doctor or 911.

3. Access Rights and Restrictions

3.1 Subject to Your compliance with the terms in this Agreement, Licensor grants you a limited, revocable, non-transferable, and non-exclusive license to access and use the Software.

3.2 You agree that you will comply with the terms of this Agreement and that you will not, nor will You request or allow any third-party, to interact with the Software in any way that:

- (a) infringes on the copyright, patent, trademark, trade secret, right of publicity, or other intellectual property or proprietary right of any third-party;
- (b) frames, scrapes, aggregates, hacks, crawls, reproduces, prepares derivative works of, distributes, publicly performs, or displays publicly, whether in whole or in part, the Software or the Website, without the prior written consent of Licensor;
- (c) uses any devices, software or automated programs such as spiders, crawlers or robots to access the Software or the Website and/or systematically index, aggregate, download, harvest or re-publish any of its content or information;
- (d) introduces viruses, malware, worms, time bombs, or other disabling devices or other harmful components intended to, or that may, damage, detrimentally interfere with, surreptitiously intercept, or expropriate any system, data, or personal information
- (e) attempts to reverse engineer, de-compile, hack, disable, translate, or disrupt the features, functionality, integrity, or performance of the Software or the Website;
- (f) violates the privacy of individuals, including, but not limited to, other users of the Software or the Website;

- (g) is obscene, fraudulent, indecent, defamatory, abusive, harassing, or threatening to others, or that negatively impacts others' ability to use the Software or the Website;
- (h) engages in, assists, or encourages any conduct, activities, or communications that affect the operation, access, or usability of the Software or the Website for any other authorized user;
- (i) copies any ideas, features, functions, or graphics of the Software or the Website;
- (j) imposes a disproportionate load on the Software or its server infrastructure or otherwise attempts to interfere with the operation of the Software or the Website; or
- (k) violates any applicable local, state, national, or international law(s), regulations, or requirements.

3.3 Subject to Your compliance with the terms of this Agreement, Licensor will use commercially reasonable efforts to make the Software available to You in accordance with, and for the term of, this Agreement. Licensor may make modifications to the information, and other materials in the Software or the Website, or terminate the Software or the Website at any time in Licensor's sole discretion. Licensor reserves the right to modify, suspend, remove, or disable your access to the Software, whether temporary or permanent.

3.4 You acknowledge that Licensor is not responsible for providing equipment necessary to access and use the Software via the Internet, or for the charges associated with such access or use. You acknowledge and agree that you alone are responsible for, and Licensor will not be held liable for, any costs or fees incurred by you through your use of Software, including but not limited to mobile carrier charges, rates or fees, SMS or other text message fees, or payment provider fees.

3.5 When accessing and using the Software, you will provide personal information that will be used consistent with the Privacy Policy, which is incorporated into this Agreement, in order to create Your Account. You agree that, in registering Your Account, you will provide, consistent with the Privacy Policy, accurate, complete, relevant, and current information. You represent and warrant that you have the legal right to provide the information, and that it does not violate any third party's intellectual property or privacy rights.

3.6 You are solely responsible for maintaining the security and confidentiality of Your login credentials necessary to authenticate and access Your Account and the Software. In the event your Account is accessed without your authorization, you agree to immediately provide notice to Licensor. You are responsible for all acts and omissions associated with Your Account.

3.7 You are prohibited from using the Software for any use not explicitly stated in this Agreement, absent separate written agreement signed by Licensor and you pursuant to a binding agreement.

4. Your Warranties, Representations, and Obligations

4.1 You warrant and agree that you have the right, power, and legal capacity to enter into this Agreement and to adhere to the terms and conditions hereunder. You represent and warrant that you are not bound by or a party to any arrangement or agreement, whether contractual or otherwise, that would prohibit you from accessing and using the Software. You further warrant that you are

not located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a “terrorist supporting” country and that you are not listed on any U.S. Government list of prohibited or restricted parties.

4.2 You warrant and agree that you are a human individual that is at least sixteen (16) years of age or older. If you are 16 or older but under the age of 18, you should review this Agreement with your parent or guardian to make sure that you or your parent or guardian understand it and allows for your use of the Software. You agree to comply, in good faith, with the terms of this Agreement.

4.3 Licensor does not warrant or guarantee that compliance with this Agreement will be sufficient to comply with your obligations hereunder, under applicable law or with third party rights. Given the global nature of the Internet, you agree to comply with all laws and rules where you reside or where you use the Software. Licensor is operated world-wide and Licensor makes no representation that Licensor is appropriate, lawful, or available for use in your location. Licensor does not offer the Software where prohibited by law.

5. Confidentiality

5.1 Each party shall take all reasonable efforts to keep all Confidential Information strictly confidential and shall not disclose any Confidential Information of the other to any person other than individuals whose access is necessary to enable it to exercise its rights and/or perform its obligations hereunder. The receiving party shall take the same steps as it would to protect its own similar proprietary and confidential information, which shall not be less than a reasonable standard of care. If the receiving party is compelled by law or legal process to disclose Confidential Information of the Disclosing Party, it shall provide the Disclosing party with prior notice of such compelled disclosure.

5.2 The above restrictions on use or disclose of Confidential Information shall not apply to any Confidential Information that: (a) is independently developed by the receiving party without reference to the Disclosing Party’s Confidential Information, or is lawfully received from a third-party having the right to furnish such Confidential Information; (b) has become generally available to the public without breach of the Agreement by the receiving party; or (c) at the time of disclosure, was previously known to the receiving party free of restriction.

5.3 Notwithstanding any provision in this Agreement to the contrary, each party may disclose Confidential Information of the other party to the extent it is required to be disclosed pursuant to a valid order or requirement of a governmental agency or court of competent jurisdiction.

5.4 You shall promptly notify Licensor of any known or suspected unauthorized disclosure, use of, or access to Licensor’s Confidential Information, and will cooperate in every reasonable way to help Licensor regain possession of its Confidential Information, and will cooperate in every reasonable way to help Licensor regain possession of its Confidential Information.

6. Intellectual Property Ownership

6.1 You understand and agree that Licensor (and any affiliates or subsidiaries) will exclusively own all right, title, and interest, including all related intellectual property rights, in and to Licensor's Confidential Information relating to the Software. This includes all copyrights (including, without limitation, copyright registrations and applications), trademark rights (including, without limitation, registrations and applications, or rights under common law), patent rights (including, without limitation, granted patents and applications), trade names, privacy rights, and other proprietary rights, regardless of whether any such rights arise under the laws of any state, country, or jurisdiction.

6.2 Except for the limited rights expressly granted herein, this Agreement does not transfer from Licensor any right or interest in the Software to You. All rights or interests not expressly granted to You in this Agreement are reserved by Licensor. You are hereby prohibited from using the trademarks, service marks, design marks, and logos of Licensor, or any colorable imitation thereof, or any mark not owned or licensed by you, including, without limitation the terms INTELLISCREEN, QAIR, MISSION CONTROL, TRACK-N-TRACE or the logos related thereto, as an indicator of source, as a part of a domain name, or in any way that is likely to cause confusion without the prior written consent of Licensor. All trademarks, images, copyrights or rights of publicity displayed in connection with your use of the Software are the property of their respective owners.

6.3 Except for Your Data, to the extent authorized by applicable law, Licensor is automatically deemed the sole author and owner of data and information associated with the operation of the Software. You acknowledge and agree that Licensor has full discretion regarding any and all use of Your Data in connection with providing the analyses performed by the Software as contemplated by the Agreement. In the event that applicable law does not authorize Licensor to be deemed the owner the data and information associated with the Software, You hereby grant Licensor an exclusive, transferable, royalty-free, fully paid, perpetual, irrevocable, worldwide license, with right of sublicense under all of Your rights in the data and information associated with the Software.

7. Data Privacy and Security

7.1 You are solely responsible for determining the suitability of the Software for Your use. You agree that to the extent authorized under applicable law, all Data entered into your Account or the Software belongs to You or your employer and may be used by You or your Employer for all lawful purposes. The analysis of Your Data by the Software is being made on the basis of public health guidelines to protect the health of You, Your customers, clients, patients, and the public.

7.2 Licensor may create analyses derived, in part, from Your Data and information from Your use of the Software. Analyses will aggregate information and are the proprietary, confidential, and wholly-owned materials of Licensor.

8. Terms and Conditions of Third Parties

8.1 Your use of third parties via third-party websites, platforms, or applications, is governed solely by the terms and conditions of such third-parties, and any contract entered into, or any transaction completed via any third-party, is between you and the relevant third-party, and not Licensor. You agree to comply with all terms and conditions of any third party whose software or services may be used in conjunction with Licensor, including but not limited to any vendor which provides access and download services (i.e. iTunes, Google Play), any network provider (i.e. AT&T, Verizon), any service provider (i.e. PayPal), any platform provider (i.e. iOS, Android), or any hardware manufacturer (i.e. Apple iPhone, Samsung Galaxy, Blackberry, etc.). Licensor makes no representation and shall have no liability or obligation whatsoever in relation to the content or use of, or correspondence with, any such third-party or contract entered into and any transactions completed by You with any such third-party.

9. COPPA Compliance

9.1 Licensor is not directed to persons under the age of sixteen (16) and Licensor will not knowingly collect personally identifiable information from children under the age of eighteen (18) absent the requirements set forth in this Agreement. If Licensor inadvertently collects personally identifiable information, Licensor will delete the personally identifiable information in accordance with its security protocols, upon notice.

10. Disclaimer of Warranties and Limitation of Liability

10.1 EXCEPT AS OTHERWISE PROVIDED IN THIS AGREEMENT, LICENSOR MAKES NO REPRESENTATION, WARRANTY, OR GAURANTY AS TO THE RELIABILITY, TIMELINESS, QUALITY, SUITABILITY, MERCHANTABILITY, AVAILABILITY, ACCURACY, OR COMPLETENESS OF ANY PART OF THE SOFTWARE. LICENSOR DOES NOT REPRESENT OR WARRANT THAT (A) THE USE OF THE SOFTWARE OR SERVICES WILL BE SECURE, TIMELY, UNINTERRUPTED, OR ERROR-FREE OR THAT IT WILL OPERATE IN COMBINATION WITH ANY OTHER HARDWARE, SOFTWARE, OR SYSTEM; (B) ANY DATA WILL BE ACCURATE OR RELIABLE; (C) THE SOFTWARE IS COMPLIANT WITH APPLICABLE LAWS; OR (D) THE SERVICES OR SOFTWARE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. THE SOFTWARE AND SERVIES ARE PROVIDED TO YOU STRINGLY ON AN "AS IS" BASIS. ALL CONDITIONS, REPRESENTATIONS AND WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, QUALITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, OR ACCURACY ARE HEREBY DISCLAIMED TO THE EXTENT PERMITTED BY APPLICABLE LAW.

10.2 UNDER ANY CIRCUMSTANCES, YOU ACKNOWLEDGE AND AGREE THAT LICENSOR'S MAXIMUM LIABILITY UNDER THIS AGREEMENT WILL BE LIMITED TO THE AMOUNT THAT YOU PAID FOR YOUR USE OF THE SOFTWARE. THE LIMITATIONS, EXCLUSIONS, AND DISCLAIMERS LISTED IN THIS SECTION WILL APPLY TO THE MAXIMUM EXTENT PERMITTED BY LAW, EVEN IF ANY REMEDY FAILS OF ITS ESSENTIAL PURPOSE. IN NO EVENT WILL LICENSOR BE LIABLE TO ANYONE FOR ANY INDIRECT, PUNITIVE, SPECIAL, EXEMPLARY, INCIDENTAL,

CONSEQUENTIAL, OR OTHER DAMAGES OF ANY TYPE OR KIND ARISING OUT OF, OR CONENCTED WITH THIS AGREEMENT.

11. Indemnification

11.1 You agree to indemnify, hold harmless, and defend Licensor, its officers, members, employees, agents, and directors from and against any and all claims, demands, causes of action, debts, liabilities, damages, costs, or expenses, including costs and reasonable attorneys' fees, arising out of or in relation to your use of the Software, your violation of a term or provision of this Agreement, or your violation of the rights of a third party. You agree that your obligation to hold harmless, defend, and indemnify Licensor will survive the termination or failure of this Agreement and your use of the Software. You acknowledge and agree that your obligation to defend Licensor will not provide you with the right to control Licensor's defense and you expressly agree that Licensor has the right to direct and control its defense regardless of your obligation to defend Licensor.

12. Assignment

12.1 You are expressly prohibited from assigning your rights or obligations under this Agreement without Licensor's prior written consent. Licensor may assign its rights or obligations under this Agreement at any time, including but not limited to in a sale of the Licensor's business.

13. Term and Termination

13.1 This Agreement shall be effective as of the Effective Date of this Agreement and shall remain in effect (unless terminated earlier) unless stated otherwise elsewhere in this Agreement, as long as you use the Software. Also, the Agreement shall terminate upon the earlier of: (a) a claim that precludes continued access to the Software; (b) upon thirty (30) days written notice to the other party of such other party's material breach of any provision of the Agreement, unless the breaching party has cured such breach during such thirty (30) day period, or (c) upon thirty (30) days written notice to the other party of termination for convenience. Upon the effective date of termination, Your access to the Software will be terminated. You may request a copy of Your Data at any time prior to termination. You agree and acknowledge that Licensor has no obligation to retain the Data, but may do so at Licensor's sole discretion in accordance with applicable laws.

14. Miscellaneous

14.1 This Agreement, including the Privacy Policy incorporated herein, constitutes the entire agreement between the parties relating to the subject matter of this Agreement and hereby supersedes all prior agreements, statements, or representations. This Agreement may only be modified by a writing signed by both parties or by Licensor, who reserves the right to alter this Agreement and will notify you of any alterations so as to allow you to stop using the Software if you do not agree to the alterations. Your use of the Software after any alteration signifies your acceptance of the terms and conditions of this Agreement and you are bound by them.

14.2 The parties are independent contractors, and no partnership, joint venture, agency, or employment relationship between the parties is created hereby. There are no third-party beneficiaries to this Agreement.

14.3 This Agreement will be governed exclusively by the laws of the State of Ohio, without regard to conflicts of law provisions of any jurisdiction, and any disputes, actions, claims, or causes of action arising out of or in connection with the Agreement. Each of the parties irrevocably consents to the exclusive personal jurisdiction of the federal and state courts located in Sandusky County, Ohio, as applicable, for any matter arising out of or relating to this Agreement. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, then such provision(s) will be construed to reflect the intentions of the invalid or unenforceable provision(s), with all other provisions remaining in full force and effect.

14.4 To the fullest extent permitted by law, all disputes, controversy, or claim arising out of or relating to this Agreement, its enforcement or interpretation, or because of an alleged breach, default, or misrepresentation in connection with any of its provisions, shall be submitted to final and binding arbitration before the American Arbitration Association ("AAA") in Sandusky County, Ohio in accordance with the AAA Rules for Commercial Arbitrations ("AAA Rules"). The arbitrator shall be selected by mutual agreement of the parties; if none, then by striking from a list provided by AAA and subject to the AAA Rules. Arbitration shall result in a written decision setting forth the essential findings and conclusions, which shall be final and binding upon the parties and shall be the exclusive remedy for all Arbitrable claims. The arbitrator shall have only such authority to award equitable relief, damages, costs, and fees as a court would have for the particular claim(s) asserted. The party prevailing in any such arbitration shall be entitled, in addition to all other relief, to reasonable attorneys' fees relating to such arbitration. The non-prevailing party shall be responsible for all costs of the arbitration, including but not limited to, the arbitration fees, court reporter fees, etc.

14.5 No waiver of rights under this Agreement by either party will be recognized unless made in writing and signed by the party to be charged. This Agreement is solely between Licensor and You and will not confer any rights or remedies upon any third party, including third party beneficiaries. A finding that any term or provision of this Agreement is invalid or unenforceable will not affect the validity or enforceability of this Agreement. Any term or provision of this Agreement that is found to be invalid or unenforceable will be reformed to the extent necessary to make it valid and enforceable.

14.6 Any claim brought under this Agreement must be brought within one (1) year after the cause of action arises or such claim or cause of action is barred, and any claim by you is subject to the limitation of liability set forth herein.

14.7 Any notice under this Agreement shall be in writing and shall be deemed duly given when delivered (certified or registered mail or by an overnight courier service with delivery receipt) to Team Ray Technologies, LLC, 1814 River Rd, Huron, OH 44839. Notices to You will be delivered via the Website or email addresses provided when setting up Your Account.