



Standard Terms and Conditions ("Agreement")

Last updated: August 8, 2022

Introduction

This Agreement, together with the End User License Agreement (EULA), and any Purchase Order, shall govern the sale of and form part of any contract for downloadable Applications from the Vidterra website, the use of those software programs, the purchase of hardware, and any other purchase and use of Vidterra Products. You will be asked to give your express agreement to this Agreement before you download any Application from our website or use any Products. This Agreement does not affect any of your statutory rights as a consumer.

Interpretation and Definitions

Interpretation

The words of which the initial letter is capitalized have meanings defined under the following conditions. The following definitions shall have the same meaning regardless of whether they appear in singular or in plural.

Definitions

For the purposes of this Agreement:

Agreement means these Standard Terms and Conditions.

Application means the software program provided by the Company downloaded by You to a Device.

Company (referred to as either "the Company", "We", "Us", or "Our". "Seller", "Vidterra" in this Agreement) refers to Vidterra LLC, 5402 Cross Creek Road Wilmington, NC 28403.

Content refers to content such as text, images, or other information that can be posted, uploaded, linked to or otherwise made available by You, regardless of the form of that content.

Country refers to United States

Device means any device that can access the Application such as a computer, a cellphone or a digital tablet.

EULA means the End User License agreement that governs Buyer's use of the Software

Purchase Order means the contractual instrument under which Buyer purchases the Products, including Applications, from Seller and into which these Terms and Conditions and the EULA are incorporated.

Products means an individual good (including Applications), as described in any Purchase Order, which You buy or agrees to buy from Vidterra but excluding items added to hardware by You.

State refers to North Carolina.

Third-Party Services means any services or content (including data, information, applications and other Applications services) provided by a third-party that may be displayed, included or made available by the Products.

You means our customer or prospective customer under these terms and conditions.

Acknowledgment

By using Vinterra's Products or clicking the "I Agree" button, You are agreeing to be bound by the terms and conditions of this Agreement. If You do not agree to the terms of this Agreement, do not click on the "I Agree" button, do not download and do not use the Application or Products.

This Agreement is a legal document between You and the Company and it governs your use of the Products made available to You by the Company.

The Application is licensed, not sold, to You by the Company for use strictly in accordance with the terms of this Agreement and the EULA.

Descriptions of Products

The quantity, nomenclature, description, and specifications of all Products shall be those set forth in the Purchase Order. All samples, drawings, descriptive matter, specifications and advertising issued by the Company and any descriptions or illustrations contained in the Company's catalogues or brochures or on its website are issued or published or made available for the sole purpose of giving an approximate idea of the Products described therein. They shall not form part of the Purchase Order, and any sale pursuant to an Purchase Order shall not be a sale by sample.

The Company reserves the right to make: (a) any changes in the Products which are required in order for the Product to conform to any applicable safety or other statutory requirements; or (b) other changes in the Products that do not materially affect their quality or performance.

Price and Payment

The price that You have to pay will be shown on Purchase Order. You will also be responsible for any applicable sales tax and all costs in connection with packaging, loading, unloading, carriage, and insurance. Time for payment shall be of the essence. No payment shall be deemed to have been

received until the Company has received cleared funds. You shall make all payments due under the Purchase Order in full without any deduction whether by way of set-off, counterclaim, discount, abatement or otherwise. The Company may suspend delivery of Product until full payment is received. If the Company has delivered Products and the Products remain neither paid for nor made available for collection when reasonably demanded, then the Company may suspend Your use of the Product and/or recover the outstanding payment and recovery costs, including, but not limited to, any attorney's fees and court costs, from You.

Delivery and Packaging

Delivery terms are F.O.B. Origin at the Company's facility. Packaging shall be in accordance with commercial practices. Buyer shall pay for the costs of special packaging. We may make partial and advance deliveries. If Buyer causes a delay in delivery, Buyer shall pay the Company for the additional costs incurred.

In no event shall Vidterra be liable to buyer for any damages, whether direct, indirect, incidental, consequential, special, or otherwise, for failure to fill orders, delays in shipment or delivery, or any error in the filing of orders, regardless of the cause therefor. You agree to accept and pay for the Products notwithstanding late delivery. You shall be responsible for any applicable freight, handling and shipping charges.

In the event of Product shortages, Vidterra shall have the right to allocate the available supply to its customers on a case-by-case basis, in a manner deemed equitable by Vidterra under the particular circumstances.

License

Scope of License

The Application is proprietary property of the Company. The Company is the owner of the copyright and all other intellectual property rights in the Application.

The Company grants You a revocable, non-exclusive, non-transferable, limited license to download, install and use the Application strictly in accordance with the terms of this Agreement and the EULA.

The license that is granted to You by the Company is solely for your personal, non-commercial purposes strictly in accordance with the terms of this Agreement.

License Restrictions

You agree not to, and You will not permit others to:

- License, sell, rent, lease, assign, distribute, sublicense, transmit, host, outsource, disclose or otherwise commercially exploit the Application or make the Application available to any third party.
- Modify, make derivative works of, disassemble, decrypt, reverse compile or reverse engineer any part of the Application.

- Remove, alter or obscure any proprietary notice (including any notice of copyright or trademark) of the Company or its affiliates, partners, suppliers or the licensors of the Application.
- Make any modification to or unauthorized copies, transfer or assignment of the Application.

Content

Content Restrictions

The Company is not responsible for the entries, information or content of the Product's users. You expressly understand and agree that You are solely responsible for the Content and for all activity that occurs on Your Products, whether done so by You or any third person using Your Products.

You may not transmit any Content that is unlawful, offensive, upsetting, intended to disgust, threatening, libelous, defamatory, obscene or otherwise objectionable. Examples of such objectionable Content include, but are not limited to, the following:

- Unlawful or promoting unlawful activity.
- Defamatory, discriminatory, or mean-spirited content, including references or commentary about religion, race, sexual orientation, gender, national/ethnic origin, or other targeted groups.
- Spam, machine – or - or randomly - – generated, constituting unauthorized or unsolicited advertising, chain letters, any other form of unauthorized solicitation, or any form of lottery or gambling.
- Containing or installing any viruses, worms, malware, trojan horses, or other content that is designed or intended to disrupt, damage, or limit the functioning of any software, hardware or telecommunications equipment or to damage or obtain unauthorized access to any data or other information of a third person.
- Infringing on any proprietary rights of any party, including patent, trademark, trade secret, copyright, right of publicity or other rights.
- Impersonating any person or entity including the Company and its employees or representatives.
- Violating the privacy of any third person.
- False information and features.

The Company reserves the right, but not the obligation, to, in its sole discretion, determine whether or not any Content is appropriate and complies with this Agreement, refuse or remove any Content. The Company further reserves the right to make formatting and edits and change the manner any Content. The Company can also limit or revoke the use of the Product if You post such objectionable Content.

As the Company cannot control all content posted by users and/or third parties on the Product, you agree to use the Product at your own risk. You understand that by using the Product You may be exposed to content that You may find offensive, indecent, incorrect or objectionable, and You agree that under no circumstances will the Company be liable in any way for any content, including any errors or omissions in any content, or any loss or damage of any kind incurred as a result of your use of any content.

Intellectual Property

The Products and Application, including without limitation all copyrights, patents, trademarks, trade secrets and other intellectual property rights are, and shall remain, the sole and exclusive property of the Company.

The Company shall not be obligated to indemnify or defend You with respect to any third-party claim arising out of or relating to the Products and/or Applications. To the extent the Company is required to provide indemnification by applicable law, the Company shall be solely responsible for the investigation, defense, settlement and discharge of any claim that the Products, Application or your use of either infringes any third-party intellectual property rights.

Modifications to the Products

The Company reserves the right to modify, suspend or discontinue, temporarily or permanently, the Products or any service to which it connects, with or without notice and without liability to You.

Updates to the Products

The Company may from time to time provide enhancements or improvements to the features/functionality of the Products, which may include patches, bug fixes, updates, upgrades and other modifications.

Updates may modify or delete certain features and/or functionalities of the Products. You agree that the Company has no obligation to (i) provide any Updates, or (ii) continue to provide or enable any particular features and/or functionalities of the Products to You.

You further agree that all updates or any other modifications will be (i) deemed to constitute an integral part of the Products, and (ii) subject to the terms and conditions of this Agreement.

Maintenance and Support

The Company does not provide any maintenance or support for the download and use of the Application or Products, unless otherwise agreed to in the Purchase Order. To the extent that any maintenance or support is required by applicable law, the Company shall be obligated to furnish any such maintenance or support.

Third-Party Services

The Products may display, include or make available third-party content (including data, information, applications and other Applications services) or provide links to third-party websites or services.

You acknowledge and agree that the Company shall not be responsible for any Third-party Services, including their accuracy, completeness, timeliness, validity, copyright compliance, legality, decency, quality or any other aspect thereof. The Company does not assume and shall not have any liability or responsibility to You or any other person or entity for any Third-party Services.

You must comply with applicable Third parties' Terms of agreement when using the Products. Third-party Services and links thereto are provided solely as a convenience to You and You access and use them entirely at your own risk and subject to such third parties' Terms and conditions.

Cancellation of Accepted Orders

Buyer may not cancel a Purchase Order which the Company has accepted without the Company's prior, written consent. If the Company agrees to Buyer's request to cancel an already accepted Purchase Order, Buyer shall be liable for and reimburse the Company for all costs incurred by Seller as a result of such cancellation plus the Company's loss of reasonable profit.

Term and Termination

This Agreement shall remain in effect until in accordance with the terms of the Purchase Order. Notwithstanding the foregoing, the Company may, in its sole discretion, at any time and for any or no reason, suspend or terminate this Agreement with or without prior notice.

This Agreement will terminate immediately, without prior notice from the Company, in the event that you fail to comply with any provision of this Agreement. You may also terminate this Agreement by deleting the software Application and all copies thereof from your Device or from your computer and cease use of any Products.

Upon termination of this Agreement, You shall cease all use of the Application and delete all copies of the Application from your Device and cease use of the Products, unless otherwise detailed on the Purchase Order.

Termination of this Agreement will not limit any of the Company's rights or remedies at law or in equity in case of breach by You (during the term of this Agreement) of any of your obligations under the present Agreement.

Personal Data

Personal data obtained by the Company from You shall be held and processed in accordance with applicable laws. The Company may share personal data with agents or contractors performing services for the Company. You consent to the use of personal data in accordance with the above.

The Company will take all reasonable measures to protect Your personal data. Notwithstanding any applicable laws, You agree to hold harmless the Company for (a) any data breaches or security breaches which may occur; or (b) for any unlawful actions by Third Parties who obtain Your personal data through the Company.

Indemnification

YOU AGREE TO INDEMNIFY AND HOLD THE COMPANY AND ITS PARENTS, SUBSIDIARIES, AFFILIATES, OFFICERS, EMPLOYEES, AGENTS, PARTNERS AND LICENSORS (IF ANY) HARMLESS FROM ANY CLAIM OR DEMAND, INCLUDING REASONABLE ATTORNEYS' FEES, DUE TO OR ARISING OUT OF YOUR: (A) USE OF THE PRODUCTS; (B) VIOLATION OF THIS AGREEMENT OR ANY LAW OR REGULATION; OR (C) VIOLATION OF ANY RIGHT OF A THIRD PARTY.

No Warranties

PRODUCTS ARE PROVIDED TO YOU "AS IS" AND "AS AVAILABLE" AND WITH ALL FAULTS AND DEFECTS WITHOUT WARRANTY OF ANY KIND. TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, THE COMPANY, ON ITS OWN BEHALF AND ON BEHALF OF ITS AFFILIATES AND ITS AND THEIR RESPECTIVE LICENSORS AND SERVICE PROVIDERS, EXPRESSLY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, WITH RESPECT TO THE PRODUCT, INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT, AND WARRANTIES THAT MAY ARISE OUT OF COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OR TRADE PRACTICE. WITHOUT LIMITATION TO THE FOREGOING, THE COMPANY PROVIDES NO WARRANTY OR UNDERTAKING, AND MAKES NO REPRESENTATION OF ANY KIND THAT THE PRODUCT WILL MEET YOUR REQUIREMENTS, ACHIEVE ANY INTENDED RESULTS, BE COMPATIBLE OR WORK WITH ANY OTHER SOFTWARE, APPLICATIONS, SYSTEMS OR SERVICES, OPERATE WITHOUT INTERRUPTION, MEET ANY PERFORMANCE OR RELIABILITY STANDARDS OR BE ERROR FREE OR THAT ANY ERRORS OR DEFECTS CAN OR WILL BE CORRECTED.

WITHOUT LIMITING THE FOREGOING, NEITHER THE COMPANY NOR ANY OF THE COMPANY'S PROVIDER MAKES ANY REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED: (I) AS TO THE OPERATION OR AVAILABILITY OF THE PRODUCT, OR THE INFORMATION, CONTENT, AND MATERIALS OR APPLICATIONS INCLUDED THEREON; (II) THAT THE PRODUCT WILL BE UNINTERRUPTED OR ERROR-FREE; (III) AS TO THE ACCURACY, RELIABILITY, OR CURRENCY OF ANY INFORMATION OR CONTENT PROVIDED THROUGH THE PRODUCTS; OR (IV) THAT THE PRODUCT, ITS SERVERS, THE CONTENT, OR E-MAILS SENT FROM OR ON BEHALF OF THE COMPANY ARE FREE OF VIRUSES, SCRIPTS, TROJAN HORSES, WORMS, MALWARE, TIMEBOMBS OR OTHER HARMFUL COMPONENTS.

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN TYPES OF WARRANTIES OR LIMITATIONS ON APPLICABLE STATUTORY RIGHTS OF A CONSUMER, SO SOME OR ALL OF THE

ABOVE EXCLUSIONS AND LIMITATIONS MAY NOT APPLY TO YOU. BUT IN SUCH A CASE THE EXCLUSIONS AND LIMITATIONS SET FORTH IN THIS SECTION 11 SHALL BE APPLIED TO THE GREATEST EXTENT ENFORCEABLE UNDER APPLICABLE LAW. TO THE EXTENT ANY WARRANTY EXISTS UNDER LAW THAT CANNOT BE DISCLAIMED, THE COMPANY SHALL BE SOLELY RESPONSIBLE FOR SUCH WARRANTY.

Limitation of Liability

NOTWITHSTANDING ANY DAMAGES THAT YOU MIGHT INCUR, THE ENTIRE LIABILITY OF THE COMPANY AND ANY OF ITS SUPPLIERS UNDER ANY PROVISION OF THIS AGREEMENT AND YOUR EXCLUSIVE REMEDY FOR ALL OF THE FOREGOING SHALL BE LIMITED TO THE AMOUNT ACTUALLY PAID BY YOU FOR THE PRODUCTS.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL THE COMPANY OR ITS SUPPLIERS BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES WHATSOEVER (INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, LOSS OF DATA OR OTHER INFORMATION, FOR BUSINESS INTERRUPTION, FOR PERSONAL INJURY, LOSS OF PRIVACY ARISING OUT OF OR IN ANY WAY RELATED TO THE USE OF OR INABILITY TO USE THE PRODUCT, THIRD-PARTY SOFTWARE AND/OR THIRD-PARTY HARDWARE USED WITH THE PRODUCT, OR OTHERWISE IN CONNECTION WITH ANY PROVISION OF THIS AGREEMENT), EVEN IF THE COMPANY OR ANY SUPPLIER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND EVEN IF THE REMEDY FAILS OF ITS ESSENTIAL PURPOSE.

SOME STATES/JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.

Severability and Waiver

Severability

If any provision of this Agreement is held to be unenforceable or invalid, such provision will be changed and interpreted to accomplish the objectives of such provision to the greatest extent possible under applicable law and the remaining provisions will continue in full force and effect.

Waiver

Except as provided herein, the failure to exercise a right or to require performance of an obligation under this Agreement shall not effect a party's ability to exercise such right or require such performance at any time thereafter nor shall the waiver of a breach constitute a waiver of any subsequent breach.

United States Legal Compliance

You represent and warrant that (i) You are not located in a country that is subject to the United States government embargo, or that has been designated by the United States government as a "terrorist supporting" country, and (ii) You are not listed on any United States government list of prohibited or restricted parties.

Governing Law

The laws of the State and Country, excluding its conflicts of law rules, shall govern this Agreement and your use of the Product. Your use of the Product may also be subject to other local, state, national, or international laws.

Entire Agreement

The Agreement, together with the EULA and Purchase Order, constitutes the entire agreement between You and the Company regarding your purchase and use of the Products and supersedes all prior and contemporaneous written or oral agreements between You and the Company.

From time to time, the Company may make modifications, revisions, or amendments to this Agreement. By continuing to access or use the Product after any modifications, revisions, or modifications become effective, You agree to be bound to the revised terms.

You may be subject to additional terms and conditions that apply when You use or purchase other Company's services, which the Company will provide to You at the time of such use or purchase.

Contact Us

If you have any questions about this Agreement, You can contact Us:

- By email: info@vidterra.com
- By post: VIDTERRA LLC, 5402 Cross Creek Road, Wilmington, NC, 28403