

## TERMS OF USE

Effective Date: November 15, 2022 or signing date of prior Agreement (whichever is earlier).

**The following Agreement governs your use of the website, application, software and services (“License”) provided by Autovisas Inc., including affiliates and subsidiaries (“Licensor” or Autovisas). This is a legal agreement between you (the authorized “Licensee”) and Autovisas Inc. and incorporates the Privacy Policy and any other related Exhibits and Agreements. By registering your use of the License (as defined below), you are accepting to be bound to the terms of this Agreement.**

### 1. LICENSE GRANT

Software license. Licensor hereby grants to Licensee during the term of this Agreement a limited, non-exclusive, terminable, non-transferable right and license to access and use the Software in each case solely in the manner enabled and intended by the Software. Licensee is solely responsible for all hardware, software and other equipment and services necessary to exercise the foregoing license.

### 2. RESTRICTIONS.

Except as expressly provided in this Agreement, Licensee may not:

Copy, distribute, rent, lease, lend, sublicense, transfer or make the Hosted Products available to any third party (except as described in Section 1) or use the Hosted Products on a service bureau basis;

Decompile, reverse engineer, or disassemble the Hosted Products (except and only to the extent such restriction is expressly prohibited by applicable law);

Create derivative works based on the Hosted Products; or,

Modify, remove, or obscure any copyright, trademark, patent or other notices or legends that appear on the Hosted Products or that appear during the use and operation of the Hosted Products.

### 3. MAINTENANCE AND SUPPORT.

Licensor has exclusive discretion in regards to scope, form, and availability of support services. For questions of support needs please contact [support@autovisas.com](mailto:support@autovisas.com)

#### **4. FEES AND BILLING.**

At this time, fees for this service are waived. Licensor shall determine, in its sole discretion, when, in what amounts, and on what terms fees shall be implemented. Licensor will provide notice in advance and opportunity to discontinue use of the service prior to charging fees.

#### **5. INTELLECTUAL PROPERTY RIGHTS.**

5.1 This Agreement provides Licensee limited rights to use the Hosted Product. As between the parties, all title, ownership rights, and intellectual property rights in and to the Hosted Product and any copies thereof shall belong to Licensor. Except as expressly provided herein, no other right or license is granted to Licensee.

5.2 To the extent the Hosted Product includes third party applications licensed by Licensor (e.g., third party file viewers) (collectively, “**Third Party Software**”), Licensor shall secure for Licensee the rights to use such Third-Party Software on the terms set forth in this Agreement. Licensee shall not use any Third-Party Software in a stand-alone mode (unless Licensee obtains such Third-Party Software under a separate contract between Licensee and the applicable third party), nor remove any Third-Party Software from the Hosted Products.

#### **6. DATA & SECURITY.**

6.1 The Hosted Product(s) enable the transmission, storage and receipt of confidential personal and/or immigration information of Licensee’s clients, customers, members, prospective and actual employees and contractors, and their family members (the “**Licensee Data**”). Licensee is, at all times during the Term of this Agreement and thereafter, solely responsible for obtaining and maintaining all legally necessary rights, licenses consents, waivers, or permissions required for Licensee to disclose, process, transmit, receive and view the Licensee Data. Licensee agrees that Licensor has the right to monitor, retrieve, store and use the Licensee Data solely as reasonably necessary in the performance of Licensor’s obligations hereunder and subject to the terms and conditions of this Agreement. As between the parties, all right, title and interest in and to all Licensee Data is and shall belong to Licensee. To the extent any Licensee Data is stored on servers owned or controlled by Licensor through use of Hosted Software, Licensor will provide Licensee with a copy of all such Licensee Data in a mutually acceptable electronic format at reasonable cost to Licensee and within a reasonable period of time (not to exceed seven (7) calendar days) of receiving a written request from Licensee. LICENSOR CANNOT AND DOES NOT ASSUME ANY RESPONSIBILITY FOR LICENSEE’S USE OR MISUSE OF LICENSEE DATA OR OTHER INFORMATION TRANSMITTED, MONITORED, STORED, OR RECEIVED USING THE HOSTED PRODUCTS. Users must abide by all Autovisas Privacy Policies posted within the Hosted Software, as may be amended from time to time by Licensor in its sole discretion.

6.2 Personal Information. Licensee Data may be considered “personal information” protected under applicable privacy laws. Licensor agrees to manage personal information in accordance with all applicable privacy laws governing the collection, use or disclosure thereof. Licensor acknowledges that it shall comply with all applicable laws. Without limiting the generality of the foregoing, Licensor agrees as follows:

## **7. LIMITED WARRANTIES / DISCLAIMERS.**

7.1 Licensee and Licensor represent and warrant to each other that they: (1) have full power and authority to enter into this Agreement; (2) will be responsible for obtaining all necessary governmental approvals required for them to fulfill their obligations under this Agreement; (3) shall perform all activities undertaken in relation to this Agreement in accordance with applicable laws, (4) will comply with all laws, rules, regulations and directives applicable to them that may now or hereafter govern the gathering, use, transmission, processing, receipt, reporting, disclosure, maintenance, and storage of the Licensee Data, including without limitation all regulations and directives concerning privacy and data protection, and Licensee and Licensor shall cause all persons or entities under its direction or control (including without limitation any subcontractors, licensors and/or other persons or entities involved in the production, hosting and/or support of the Hosted Products) to comply with such laws, rules, regulations and directives. Licensor represents and warrants that Licensor will use all commercially-reasonable efforts to ensure that Licensor’s system is protected against security risks and vulnerabilities. Licensor represents and warrants that it has used its best efforts to ensure that the Hosted Products contains no “computer viruses” or “time bombs” as those terms are commonly understood in the information process industry. Specifically, Licensor warrants that the Software include no code or instructions (including any code or instructions provided by third parties) that is designed to delete, disable, deactivate, interfere with, or otherwise harm the deliverables or Licensee’s hardware, data, or other programs, or that is intended to provide access or product modifications not authorized by Licensee.

7.2 EXCEPT AS OTHERWISE PROVIDED IN THIS AGREEMENT, LICENSOR EXPRESSLY DISCLAIMS TO THE FULLEST EXTENT PERMITTED BY LAW ALL EXPRESS, IMPLIED, AND STATUTORY WARRANTIES, INCLUDING, WITHOUT LIMITATION, THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

## **8. LIMITATION OF LIABILITY.**

EXCEPT FOR (A) INDEMNITY OBLIGATIONS, (B) DEFENSE AND HOLD HARMLESS OBLIGATIONS AS DESCRIBED IN SECTION 10, (C) BREACHES OF THE CONFIDENTIALITY OBLIGATIONS DESCRIBED IN SECTION 14, (D) EITHER PARTY’S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, (E) ANY DIRECT DAMAGES, CLAIMS OR LOSSES ARISING FROM A DATA BREACH, AND (F) EXCEPT AS OTHERWISE PROVIDED IN THIS AGREEMENT, IN NO EVENT SHALL

EITHER PARTY TO THIS AGREEMENT BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL, OR PUNITIVE DAMAGES (INCLUDING DAMAGES FOR LOSS OF PROFITS, BUSINESS INTERRUPTION, OR LOSS OF INFORMATION ), WHETHER BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, PRODUCT LIABILITY, OR OTHERWISE, EVEN IF SUCH PARTY OR ITS REPRESENTATIVES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

## **9. TERM / TERMINATION.**

This Agreement will become effective on the Effective Date and will continue until either party terminates the Agreement. Either party may terminate this Agreement upon 10 days notice to the other party.

## **10. CONFIDENTIALITY.**

10.1 Confidentiality. The parties acknowledge that each may acquire information about the other, its business activities and operations, its technical information and its trade secrets, all of which are proprietary and confidential (the “Confidential Information”). Without limiting the foregoing, the Confidential Information of Licensor shall include any information regarding the product, services, and other benefits, the terms of this Agreement, and the Confidential Information of Licensee shall include the Licensee Data. Each receiving party agrees: (a) that it will not use the Confidential Information of the disclosing party other than for the performance of this Agreement; (b) it shall use the same degree of care but no less than reasonable care to prevent the disclosure of Confidential Information of the disclosing party to third parties; and (c) it shall return all copies of Confidential Information of the disclosing party, or at its sole option destroy all copies of such Confidential Information upon termination or expiration of this Agreement. Exclusions.

10.2 Use and Disclosure. Each party will take reasonable precautions to protect the confidentiality of each of the other party’s Confidential Information, which precautions will be at least equivalent to those taken by such party to protect its own Confidential Information. Except as required by law or as necessary to perform under this Agreement, neither party will use Confidential Information of the other party for its own benefit or for the benefit of any third party. Neither party will disclose the Confidential Information of the other party to any third party, except to employees and third party (subject to the provisions of this Agreement) who have a need to know the Confidential Information in order for the receiving party to perform its obligations under this Agreement.

10.3 Authorized Disclosure. Notwithstanding the foregoing provisions of this Section 14, each party may disclose the terms of this Agreement (i) in connection with the requirements of an initial public offering or securities filing; (ii) in confidence, to accountants, banks, and financing sources and their advisors; (iii) in confidence, in connection with the enforcement of

this Agreement or rights under this Agreement; (iv) in confidence, in connection with a merger, reorganization, asset sale or acquisition or proposed merger or acquisition, or the like.

10.4 Business Associate Agreement. Licensor acknowledges that it may, in the course of fulfilling its obligations under this Agreement, have access to certain Protected Health Information (as that term is defined in Title II, Subtitle F of the Health Insurance Portability and Accountability Act ("HIPAA")). If Licensor will have such access, the terms and condition of the Business Associate Addendum (attached hereto as Exhibit D) (the "BAA") shall apply, in addition to the data protection requirements of Sections 8 and 14.

## **11. DEFINITIONS.**

11.1 "Intellectual Property" means the Parties', their Affiliates' and/or their licensors' intellectual property rights (including all copyrights, patents, trademarks, trade names, trade secrets, service marks, industrial designs, logos and know how) and all applications, constitutions, extensions, notices, licenses, sublicenses, agreements and registrations thereof in any jurisdiction.

11.2 "User" means an active Authorized User, identified by a unique email address and user name, who is registered under the Account, provided that no two persons may register, access or use the Subscription Service as the same Authorized User.

## **12. MISCELLANEOUS.**

12.1 Marketing. Licensee agrees that Licensor may, after first obtaining Licensee's advanced approval, briefly describe Licensee's business in its marketing materials and website during the Term of this Agreement. The parties may issue a joint press release as is mutually agreeable.

12.2 Survival. The covenants, representations and warrants, indemnification clause, confidentiality duties and limitation of liability set forth in this Agreement shall survive the expiration or termination of this Agreement. The expiration or termination of this Agreement shall not affect the rights and obligations of the Parties with respect to transactions and occurrences which take place prior to the effective date of termination.

12.3 Force Majeure. A Party will be excused from a delay in performing, or a failure to perform, its obligations under this Agreement to the extent such delay or failure is caused by the occurrence of any contingency beyond the reasonable control, and without any fault, of such Party. In such event, the performance times shall be extended for a period of time equivalent to the time lost because of the excusable delay. However, if an excusable delay continues more than sixty (60) days, the Party not relying on the excusable delay may, at its option, terminate the affected Agreement(s) in whole or in part, upon notice to the other Party. In order to avail itself of the

relief provided in this Section for an excusable delay, the Party must act with due diligence to remedy the cause of, or to mitigate or overcome, such delay or failure.

12.4 Choice of Law, Venue, and Jurisdiction. This agreement shall be construed and controlled by the laws of the State of Delaware excluding its conflict of law principles. Licensee hereby consents to the exclusive jurisdiction and venue of the State and Federal Courts sitting in Delaware.

12.5 Severability. Should any term of this Agreement be declared to conflict with governing law or if any provision or portion thereof is held to be null, void or otherwise ineffective or invalid by a court of competent jurisdiction, then (i) such provision or portion thereof shall be deemed to be restated to reflect as nearly as possible the original intentions of the parties in accordance with applicable law, and (ii) the remaining terms, provisions, covenants, and restrictions of this Agreement shall remain in full force and effect.

12.6 No Waiver. No failure or delay by a Party to insist upon the strict performance of any term or condition under this Agreement or to exercise any right or remedy available under this Agreement at law or in equity, and no course of dealing between the Parties, shall imply or otherwise constitute a waiver of such right or remedy, and no single or partial exercise of any right or remedy by any Party will preclude any other or further exercise thereof. All rights and remedies provided in this Agreement are cumulative and not alternative; and are in addition to all other available remedies at law or in equity.

12.7 U.S. Government Rights. If the Licensee of this commercial computer software is an agency, department, or other entity of the United States Government ("Government"), the use, duplication, reproduction, release, modification, disclosure, or transfer of this software, or any related documentation of any kind, including technical data and manuals, is restricted by a license agreement in accordance with Federal Acquisition Regulation 12.212 for civilian purposes and Defense Federal Acquisition Regulations Supplement 227.7202 for military purposes. All other use is prohibited. This product was developed fully at private expense.

12.8 Assignment. Neither party may assign its rights or delegate its obligations hereunder without the other party's prior written consent. Any attempted assignment or delegation in contravention of the foregoing shall be void and of no effect.

12.9 Relationship. Nothing in this Agreement shall be deemed to constitute a joint venture, partnership, agency, representative, or employment relationship between the parties. This Agreement shall not be construed as authority for either party to act for the other party in any capacity or to make commitments of any kind for the account of, or on behalf of, the other party except to the extent expressly set forth in this Agreement.

12.10 Notices. Unless specifically stated, any notices to be given hereunder by either party to the other shall be given either by email, or personal delivery to an authorized representative,

by overnight express carrier with delivery receipt tracking (e.g., Federal Express, UPS, etc.), or by certified mail addressed to the parties at the addresses appearing in the Electronic Order Form. Either party may change its notification address by written notice in accordance with this paragraph. All notices will be deemed communicated as of the actual receipt, as verified by the delivery carrier.

12.11 Entire Agreement. This Agreement, including the Electronic Order Form and any Exhibits attached hereto, constitute the entire integrated agreement between Licensor and Licensee with respect to the Hosted Products and related services. No statement, representation, warranty, covenant or agreement of any kind, including without limitation, any terms included in or located on a purchase order, invoice, or website, accessed through a URL, provided as an end user license agreement, or provided in a click-wrap, shrink-wrap or other similar format, not expressly set forth in this Agreement shall affect, or be used to interpret, change or restrict, the express terms and provisions of this Agreement.

12.12 Online Terms. This agreement is subject to our Privacy Policy stated on Licensor's official website where the terms and conditions are subject to change as industry standards.

12.13 Addendum. No amendment to this Agreement will be effective unless in writing signed by a duly authorized representative of each party. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

Your use of the Autovisas.com, Status Protector service, or related digital tools, services applications, or websites will be considered as your consent to these terms and conditions. For your protection and ours, we reserve the right to update and change the individual provisions at any time.

No materials on these websites, including and especially content, may be redistributed, copied or reused in any form, web or print, without the prior written permission of Autovisas. All rights reserved.