



## Master Subscription Agreement

This agreement governs your use of our services.

If you register for a free trial for our services or for free services, the applicable provisions of this agreement will also govern that free trial or those free services.

By accepting this agreement, by clicking a box indicating your acceptance; by executing an order form that references this agreement; or, for free services, by using such services, you agree to the terms of this agreement.

If you are entering into this agreement on behalf of a company or other legal entity, you represent that you have the authority to bind such entity and its affiliates to these terms and conditions, in which case the terms "you" or "your" shall refer to such entity and its affiliates. If you do not have such authority, or if you do not agree with these terms and conditions, you must not accept this agreement and may not use the services.

### 1. Reading and Understanding This Agreement

ALLEN drafted this Agreement with the expectation that it will be easily understood by the Parties. If You see language that You do not understand, it is Your duty to call it to ALEN's attention before You sign and not to sign the Agreement until You understand it. Sometimes We have given words particular definitions to be used in this Agreement, which are set out in the Section captioned the "Definitions". In other places, ALEN put the definition in the text of the Agreement. In either of those situations, if the particularly defined word is capitalized, ALEN intends the word to have the specified definition when used in this Agreement. If You see any of these defined words that are not capitalized, it will have the definition generally assigned to it in the English language. Read this Agreement carefully so You and ALEN can have a firm and fair understanding of our Agreement.

### 2. Definitions

When used in this Agreement or in other instruments involving ALEN or Client, the following capitalized words have the meaning assigned to each below:

"Affiliate" means any entity that directly or indirectly legally controls, is under the legal control of, or is under common legal control with the subject entity.

"ALLEN", "Company", "we", "us" or "our" means and refers to ALEN, Inc., and its Affiliate(s).

"Client", "You" or "Your" means entity identified in the Contact Information section of this Agreement and is the governmental entity, private company or other legal entity for which You are accepting this Agreement, and Affiliates of said governmental entity, private company or other legal entity which have signed Order Forms.

"Company", "Client", "you", "your" means and refers to the business entity identified in the Contact Information Section of this Agreement

"Concurrent License", "Concurrent Use License" or "Concurrent User License" means a software license issued by ALEN to Client based on the number of simultaneous Users permitted to access a single ALEN SaaS program. By way of example only, if Client has 20 Concurrent Licenses for ALEN's RMS product, but 40 Users who may use the RMS product, then any Users (but only 20 Users) may be accessing the 20 Concurrent Licenses for RMS at the same time.

"Content" means electronic files, materials, data, text, audio, video, images or other content transmitted, stored, retrieved or processed by Client and Users using ALEN's Services.

"Control," for purposes of this definition, means direct or indirect ownership or control of more than 50% of the voting interests of the subject entity.

"COTS" means a commercially available or "off-the-shelf" item or computer program.

"FAR" means Federal Acquisition Regulation.

"Fee" or "Fees" means the amount of money charged by ALEN to Client for the Services specified on the Order Form as amended from time to time.

"Free Service(s)" means solutions or services that ALEN makes available to You free of charge. Free services exclude services offered as a free trial or purchased services.

"Malware" or Malicious Code" means any software program or code intended to destroy, interfere with, corrupt, or cause undesired effects on program files, data or other information, executable code or application software macros and includes any code, files, scripts, agents or programs that are intended or have the effect of doing harm such as viruses, worms, time bombs and Trojan horses.

"OFAC" means Office of Foreign Assets Control".

"Purchased Services" means Services that You purchase under an Order Form, as distinguished from Free Services or those provided pursuant to a free trial.

"Security Emergency" means, the use of the Services that do or could disrupt the Services, other customers' use of the Services, or the infrastructure used to provide the Services and unauthorized third-party access to the Services.

"Service" or "ALEN Services" means the product(s) and service(s) that are ordered by Client under the Order Form or provided to You by or through ALEN's SaaS platform.

"Software as a Service" or "SaaS" means software licensing and delivery model in which software is licensed on a subscription basis and is centrally hosted by or through ALEN.

"United States", when referencing a geographic area, means the 50 States, the District of Columbia and the Territories of the United States of America.

"User" means any person who is permitted to access, store, retrieve or manage Content in any Client's Account with ALEN. The term "User(s)" refers to any one or more Users as defined herein.

### 3. Subscription to ALEN Services

This Agreement grants You a subscription that allows You to access and use certain ALEN's Software as a Service (SaaS) applications and platforms, which are made available to You through the internet. As part of this Agreement, You are subscribing to the Concurrent Use License(s) for ALEN Services in the quantities and at the price(s) set out in ALEN's Order Form or as may be subsequently amended by our future agreement. For each Concurrent Use License to which You subscribe, ALEN is granting You the non-exclusive, non-transferable right for Your authorized Users to use the agreed Services for so long as this Agreement is in effect and only within the terms and conditions set out in this Agreement.

**3.1 Free Services.** ALEN may make Free Services available to You. Use of Free Services is subject to the terms and conditions of this Agreement.

**3.2 Free Trial.** If You register on Our website or through an ALEN Representative for a free trial, We will make one or more Services available to You on a trial basis free of charge until the earlier of the end of the free trial period for which You registered to use the applicable Service(s) or termination by Us in our sole discretion.

## 4. ALEN Services and Software

ALEN may upgrade, change or modify the function(s) and/or software of the ALEN Services from time to time. If ALEN changes a Service in a way that materially reduces the Service's functionality, ALEN will give you Notice of the change(s). ALEN Services are provided through the use of ALEN Software, which is the property of ALEN and which may be upgraded or modified automatically from time to time. You are allowed to use ALEN Software only for purposes consistent with this Agreement and only to access ALEN Services.

## 5. Duration of Agreement

Unless a greater period is set by the Parties in a writing signed by the Parties, this Agreement extends for 1 year from the Effective Date. This Agreement may not be cancelled or terminated by You before the expiration of the agreed period of time except as elsewhere provided in this Agreement.

## 6. Renewal of Service

This Agreement automatically renews on the first day next following the last day of the contract year for a new period of 1 year. If the Parties have agreed to a contract period of greater than 1 year, on the first day next following the last day of the agreed time period, then the Agreement automatically renews for a new period of 1 year. Either Party can cancel the automatic renewal of this Agreement by: (a) You can give ALEN 60-days' Notice that You will not automatically renew the Agreement or (b) ALEN can give You 60-days' Notice that it will not automatically renew this Agreement. If the Agreement does not automatically renew, then it will end or "lapse" on the last day of the contract period.

## 7. End of Client's Right to Use ALEN Services and Software

Unless extended by agreement of the Parties, Your right to use ALEN Services and Software ends immediately on the date of lapse or termination, which ever first occurs.

## 8. Data and File Storage

**8.1. Data Protection.** Without limiting the Warranties or Disclaimers in this Agreement, ALEN will implement commercially available administrative, physical and other technical means, including disaster recovery, to provide security of the confidentiality, integrity and availability of Your data.

**8.2. Data Location.** ALEN will not operate or store any data related to ALEN or Client outside of the United States, or in areas restricted by Federal, State or Local laws and policies.

**8.3. Online (Cloud) File Storage.** Some ALEN Services allow You to store digital files such as images, video and documents that are associated with elements of Your organizational activities. Your use of this online or cloud file storage is offered with different plan levels or limits on the amount of storage. If Your account usage for online storage exceeds Your plan's limits, You must either upgrade to a plan that allows more storage of data or reduce Your storage needs so that it remains within Your plan's limits.

## 9. Client Data

**9.1. Ownership of Your Client Data.** You own all rights, title and interest in Your data, (Client Data), and You are solely responsible for the confidentiality, legality, reliability, integrity, accuracy and quality of Your Client Data. You will provide ALEN access to Your Client Data as is reasonably necessary for ALEN to satisfy any security activities and/or reporting that is required by applicable Federal law, State law or any other applicable reporting as required by applicable policies and procedures.

**9.2. Obtaining a Copy of Your Client Data.** At any time during this Agreement and for 30 days after the lapse or termination of this Agreement, You can send Notice to ALEN asking for a copy of Your Client Data. You must provide ALEN with a hard drive(s) or other device(s) that ALEN reasonably determines to be adequate and suitable for the delivery of ALEN, Inc.

said data and on which You will receive Your Client Data. If You do, ALEN will provide You a copy of Your Client Data, in an electronic format selected by ALEN and on the device(s) You furnished, within 20 business days after the day ALEN receives Your request for the copy of Your Client Data or the day ALEN receives the hard drive(s) or device(s), which ever last occurs. Before the delivery of Your Client Data, You must pay any costs that ALEN incurs in providing the copy of Your Client Data. If ALEN terminates Services based on Your failure to pay Fees, then ALEN has the right to withhold Your Client Data until all Fees and any other sum owed to ALEN are paid in full. ALEN's obligation to maintain Your Data ends on the 31st day next following the lapse or termination of this Agreement.

## 10. Fees and Payment for Subscription Services

**10.1. Fees for Service.** You will be charged an agreed monthly fee for each Concurrent Use License that You are authorized to use ALEN Services during any part of a month in a billing period. You agree to pay Fees to ALEN in the amounts and on the schedule for payments set out in ALEN's Order Form. ALEN will send its Invoice by first class mail to the address and call it to the attention of the person identified by You on the Order Form. Alternatively, ALEN may send its Invoice by email to the email address designated by You for Notice. All Fees are due and payable 3 calendar days after the date the Invoice is mailed or emailed to You.

**10.2 Peak Licensing.** Client may have times in which they will need more users accessing ALEN services than their purchased Concurrent Use License amount allows. Examples being special events such as town festivals or severe weather emergencies. Understanding these challenges ALEN created an exclusive offering, Peak Licensing, that allows the Client to give all their user's access without a Concurrent Use License limit for a temporary amount of time at no additional fee.

Availability of Peak Licensing is limited to:

- Public Safety department or similar government agencies.
- Two special events or festivals per calendar year\*.

Automatic activation of Peak Licensing Occurs:

- When Client's jurisdiction is under a U.S. Federal Disaster Declaration either pre or post event.

**10.3. Current Billing Information.** If You change Your billing address, Your Notice email address, or the person designated to receive ALEN's Invoice(s), You must give Notice to ALEN of the new billing address, email address and/or new person designated to receive the Invoice(s) before the change becomes effective. ALEN will use the billing information previously provided by You until Your Notice of the change is given to ALEN in the manner set out in this Agreement.

**10.4. Schedule of Fees.** The rate(s) and amount(s) that ALEN charges for its Services are set out in the Order Form, which contains the Schedule of Fees for the various types of ALEN Services ordered by You. ALEN may change the pricing structure it charges for Services by giving You 30-days' Notice of the change, which may be provided in Your bill for Service; provided, however, the unit price set for You will not be changed if Your Agreement with ALEN is greater than one year and establishes a guaranteed unit price structure for the set period of Your initial Agreement.

**10.5. Purchase Orders.** If You require ALEN to use a purchase order or purchase order number, You must give ALEN Your purchase order number when You initiate ALEN Services and renew it as often as required under Your procedures to facilitate payment for ALEN's Services. Failure to provide an authorized purchase order number is not justification for Your failure to timely pay Fees for ALEN Services.

**10.6. Suspension or Termination for Non-Payment or Late Payment.** ALEN has the right to suspend or terminate Your Services if You: (a) do not pay ALEN's Fees within 15 days of the date on which payment is due or (b) pay ALEN's Fees late (beyond the 15-day deadline) on more than 3 occasions within the same calendar year. Prior to suspension or termination of Your Services, ALEN will give You 10-days' Notice of Your failure to pay as required by this Agreement and You may cure Your failure to pay within the following 10-day period; provided, however, at ALEN's election, You will not be allowed an opportunity to cure a failure to pay after the 3rd occasion within the same calendar year. ALEN is not responsible for any

damages or other claim arising from the suspension or termination of Services based on Your failure to pay Fees in accordance with this Agreement.

## 11. Sales and Use Taxes

If You are subject to sales or use taxes in any State or municipality, then You are responsible for payment of all such taxes in addition to the Fees charged by ALEN. If required by law, ALEN may collect these sales and/or use taxes from You and You agree to pay said taxes to ALEN for remittance to the appropriate taxing authority. If You are a governmental entity or otherwise legally exempt from the collection of sales or use taxes, You must provide ALEN proof of Your exemption from such obligation(s), (Proof of Exemption). If ALEN elects to accept Your Proof of Exemption, ALEN will not collect sales or use taxes from You for Your subscription to ALEN Services or other ALEN products. If You provide a Proof of Exemption to ALEN, then ALEN may rely on the truth and accuracy of Your claim of exemption from sales and/or use taxes and You agree to fully indemnify and defend, including attorney fees, ALEN against any claim by a taxing authority for such taxes.

## 12. ALEN's Intellectual Property Rights

The Client acknowledges and agrees that ALEN owns all intellectual property rights in the Services and the Documentation. If ALEN develops additional features or capabilities for its Software either alone or in conjunction with You, all rights and ownership to such additional features and/or capabilities belong exclusively to ALEN, regardless of whether ALEN receives additional compensation for such services. This Agreement does not grant Client any rights to, or in, any patents, copyrights, database rights, trade secrets, trade names, trademarks (whether registered or unregistered), or any other rights or licenses in respect to the Services or the Documentation. You grant ALEN a perpetual, irrevocable, royalty-free license to use and incorporate into ALEN's Services any suggestion, enhancement request, recommendation, correction or other feedback provided by You or Your Users relating to the operation of ALEN's Services.

## 13. Protection of Confidentiality Information

In providing Services, Software and/or other products to Client, ALEN will disclose Confidential Information, whether or not the information is marked or labeled "Confidential", and which, without limitation, will consist of the following:

- 13.1. ALEN Software, which consists of the software and code comprising or enabling the various ALEN Service(s) and/or products and currently existing or as existing at any future date;
- 13.2. Information regarding the design of computer screens, data input and retrieval, User education, User instructions, and other such information regarding the means and methods whereby Client and its employees make use of ALEN Services and/or other products;
- 13.3. ALEN's pricing and contract means, methods, promotions, methods of customer support, methods of customer communications, demonstration of Service(s) and/or other products and the like;
- 13.4. ALEN's business methods, pricing structure, marketing and promotional activities and non-public communications with Client regarding the business relationship between ALEN and Client; and
- 13.5. Any other information that qualifies as a trade secret under the laws of the State of Alabama.

You promise that You will not disclose ALEN's Confidential Information to any person outside Your organization and that Your officers, agents and employees will keep said Confidential Information in strict confidence. You promise not to misappropriate or allow any person(s) to misappropriate ALEN's Confidential Information in any way. Confidential Information can only be provided to Your officers, employees or agents on a "need-to-know" basis or as required by law, including any open records or similar laws applicable to You. You will not allow any person to view, copy, examine, evaluate or obtain any of ALEN's Confidential Information without ALEN's prior written consent. You will not allow any person employed by or acting for any company or entity in the business of writing, developing, consulting or otherwise marketing software to view, inspect or use ALEN Software without ALEN's prior written consent. You will not release

ALEN's Confidential Information to an independent contractor for any reason without ALEN's prior written consent, which may be based on ALEN's requirement that the independent contractor enter into a confidentiality agreement acceptable to ALEN. ALEN's consent for disclosure may be withheld by ALEN at its sole discretion based on its judgment and such decision is not challengeable. This provision shall survive the termination or expiration of this Agreement.

## 14. Limited Use of Confidential Information

You are authorized to use ALEN's Confidential Information only for those purposes expressly allowed in this Agreement. If this Agreement lapses or is terminated, You must physically return all of ALEN's Confidential Information that is capable of being physically handled. You must also provide ALEN a certificate of destruction for any Confidential Information that cannot be physically returned to ALEN. Such return and destruction of Confidential Information will be done no later than the 30th day after the date of termination. This provision shall survive the termination or expiration of this Agreement.

## 15. Open Records Exception, Subpoena and Compelled Disclosure

If You receive any subpoena or court order requiring You to disclose ALEN's Confidential Information, You must promptly give ALEN Notice of the pending disclosure and take reasonable efforts to protect ALEN's Confidential Information, whether by protective order or otherwise, and cooperate with ALEN in the protection of said Confidential Information.

## 16. Client Obligation to ALEN

In addition to Your obligation to pay ALEN's Fees in accordance with this Agreement, You have the following obligations to ALEN:

**16.1. Client Cooperation.** You will cooperate with ALEN in the performance of this Agreement. You will grant ALEN access to such information and equipment as ALEN deems reasonably necessary for ALEN to render both ALEN's Services and any technical services, including Your Client Data, security access information, personnel data for identification of Users, configuration information and the like.

**16.2. Connectivity to Internet Service.** Client acknowledges that an active internet connection is required to access ALEN's services. You are solely responsible, at Your expense, to procure and maintain Your network service, connections and telecommunications links from Your systems to ALEN's Services and ALEN's data centers. ALEN is not responsible for any problems, conditions, delays, delivery failures and other loss or damage arising from or relating to the Your network connections, internet service or telecommunications links or caused by the internet. At Your expense and except for ALEN Software, it is Your obligation to provide any other necessary software, services and equipment that is needed or required for You to access and use ALEN Services.

**16.3. Administration of ALEN Services.** You must designate at least one person, who is an authorized User, as the "Administrator" of Your Service. You may designate more than one Administrator. The terms Administrator or Administrators will be used interchangeably in this Agreement and refer to the one or more persons You designate as Administrator. The Administrator will act for You through ALEN's administrative (admin) interface. Administrators have the ability to access, disclose, restrict or remove Client Data in or from Services accounts. Administrators also have the ability to monitor, restrict, or terminate access to Services accounts. ALEN is not responsible for Your internal management or administration of the Services. ALEN is not responsible for the acts and/or omissions of the Administrators You authorize. You must give ALEN Notice of the identity of Your Administrator or Administrators and must give ALEN Notice of any change in Your Administrator's status in employment or duties. You are solely responsible for:

16.3.1. managing and maintaining the confidentiality of passwords and Administrator accounts; (managing access to Administrator accounts;

16.3.2. ensuring that all Users, including the Administrators, use of the Services in compliance with this Agreement; (compliance with all Federal, State, Local and ALEN rules and regulations regarding the use of the Service and for equipment security for any and all equipment which is used by You to connect to ALEN Services; and

16.3.3. if You engage a third-party, such as an independent contractor providing IT services, to serve as Your Administrator or one of Your Administrators, You must first obtain ALEN's consent to such third-party and You take full responsibility for all acts and/or omissions of said third-party just as if the third-party is an employee of Your organization. ALEN reserves the right to reject any third-party nominated by You to serve as Administrator at ALEN's sole discretion.

**16.4. Prevention of Unauthorized Use and/or Access.** Client shall use all necessary actions to prevent any unauthorized access to, or the use of ALEN Services, including and not limited to, access to ALEN Services or ALEN Software by any person not authorized by ALEN and any use by an authorized User that is not in accordance with the terms of this Agreement. In the event of such unauthorized access or use, Client will promptly give Notice to ALEN setting out such information about the unauthorized access or use so far as is then known by You. Client will promptly investigate the event(s) and provide updated information from time to time with any additional information concerning the unauthorized access or use. You agree to cooperate with ALEN to avoid damage to ALEN's network, ALEN Services and/or ALEN Software. You agree to defend and hold ALEN harmless from any loss, claim and/or damages that arise from any such unauthorized access and or unauthorized use.

## 17. Restrictions on Use of Services.

You agree to be solely responsible for the nature and content of all materials, works, data statements and other visual, graphical, video, written or audible communications of any nature submitted by any User or otherwise used through its account. You agree not to use or permit the use of ALEN Services to communicate any message or material that is defamatory, harassing, libelous, threatening, or obscene; in a way that violates or infringes upon the intellectual property rights or the privacy or publicity rights of any person or entity or that may otherwise be unlawful or give rise to civil or criminal liability; in any manner that is likely to damage, disable, overburden, or impair ALEN Services or interfere in any way with the use of ALEN Services by others; to introduce any Malware or other malicious activity in Client's or a User's use of the ALEN Services; in breach of any U.S. denied-party list, embargoed country restriction, applicable national export law or regulation; or in any way that constitutes or encourages conduct that could constitute a criminal offense. In the event of any forbidden act, You agree to cooperate with ALEN to avoid damage to ALEN's network and Services and to hold ALEN harmless from any damages that arise from an unauthorized use, access or activity in violation of these restrictions.

## 18. Representations, Warranties and Disclaimers

**18.1. Representations.** Each Party represents that it has validly entered into this Agreement and has the legal power to do so. ALEN represents to You that ALEN is the lawful owner and/or the lawful licensed user of all software involved in providing the Services and/or products addressed in this Agreement and that ALEN and Client are not violating the copyright or patents of any other person by the use of ALEN's Services in the manner permitted by this Agreement.

**18.2. Warranties.** ALEN makes no warranties, express or implied, regarding ALEN Services, Software or affiliated products (past, current and future), and expressly disclaims any warranties of merchantability, fitness for a particular purpose, security, non-infringement, uptime, accuracy, and all other warranties whatsoever.

**18.3. Disclaimers.** EXCEPT AS EXPRESSLY PROVIDED HEREIN, NEITHER PARTY MAKES ANY WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, AND EACH PARTY SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW. CONTENT AND BETA SERVICES ARE PROVIDED "AS IS," EXCLUSIVE OF ANY WARRANTY WHATSOEVER. EACH PARTY DISCLAIMS ALL LIABILITY AND INDEMNIFICATION OBLIGATIONS FOR ANY HARM OR DAMAGES CAUSED BY ANY THIRD-PARTY HOSTING PROVIDERS.

## 19. Technical Support

ALEN will provide You with ALEN's technical support for its Services, which shall be available by telephone or internet connection 24 hours-a-day, 365-days-a-year at no additional charge to You. This technical support service is further ALEN, Inc.

described below this paragraph. If ALEN asks You to do so, You agree to provide ALEN with remote internet access to Your computer systems as reasonably required for ALEN solely to perform technical support services and to meet its other obligations under this Agreement.

ITEM	BUSINESS HOURS SUPPORT	AFTER HOURS SUPPORT
<b>CONTACT PHONE (TOLL-FREE)</b>	1 (877) 824-9313	1 (877) 824-9313
<b>CONTACT PHONE (LOCAL)</b>	1 (251) 661-3949	1 (251) 661-3949
<b>CONTACT EMAIL</b>	<a href="mailto:support@alen-usa.com">support@alen-usa.com</a>	<a href="mailto:support@alen-usa.com">support@alen-usa.com</a>
<b>CONTACT HOURS*</b>	0800 to 1700	1701 – 0759
<b>RESPONSE TIME: PHONE</b>	1 Hour	1 Hour
<b>RESPONSE TIME: EMAIL</b>	3 Hours	Next Business Day**

\*All times in Central Time zone United States of America. 24-hour format.

\*\*Business day(s) is defined as Monday, Tuesday, Wednesday, Thursday, Friday.

## 20. Notice to Parties

Notice under this Agreement to either Party is legally effective only if given in the manner provided herein:

**20.1. When Notice Effective.** Any Notice that a Party elects to give the other Party to this Agreement is sufficient only if the sending Party provides a subject line that includes the word “NOTICE” in ALL CAPITAL LETTERS so as to alert the receiving Party that the instrument is intended as Notice under this Agreement. For Notice to ALEN by email, the only allowed email address is [notice@alen-usa.com](mailto:notice@alen-usa.com), (sometimes referred to as “ALEN’s Email Notice Address”). An email Notice by You to ALEN’s Email Notice Address is conclusively deemed to have been received by ALEN on the date of the electronic transmittal data unless You receive a failure of delivery message in response to Your email Notice. If You receive a failure of delivery message regarding the email, Notice to ALEN is conclusively deemed not to have been given by You at that email.

**20.2. Notice by First Class Mail.** Either Party may also give Notice to the other Party by first class mail, with stamped proof of mailing as provided by the United States Postal Service. For ALEN, the correct first-class mailing address is: ALEN, Inc., Attention: Account Administration, 6207 Cottage Hill Road, Suite G, Mobile, Alabama 36609. For Client, the correct first-class mailing address is: the address provided by You in the signature block of this Agreement and sent to the attention of the person that signed this Agreement for Client. Unless a Party provides a more current first-class mail address to serve for receipt of Notice, the other Party is authorized to continue using the most recent mailing address provided for that purpose.

**20.3. Notice by Email.** For Notice to Client by email, the only allowed email address is the one provided by You in the signature block of this Agreement, (sometimes referred to as “Client’s Email Notice Address”). An email Notice by ALEN to Client’s Email Notice Address is conclusively deemed to have been received by You on the date of the electronic transmittal data unless ALEN receives a failure of delivery message in response to ALEN’s email Notice. If ALEN receives a failure of delivery message regarding the email, Notice to You is conclusively deemed not to have been given by ALEN at that email. If You stop using the email address initially provided in Your Client Information, You must promptly provide ALEN a new Client’s Email Notice Address in the manner for giving Notice set out herein. Unless a Party provides a more current email address to serve for receipt of Notice, the other Party is authorized to continue using the most recent email address provided for that purpose.

## 21. Suspension by Services

If one or more of Your Users violates this Agreement or uses ALEN's Services in a manner that ALEN reasonably believes is or will threaten the security of ALEN's network or any part thereof or may cause ALEN to suffer any loss or damages, then ALEN may suspend or terminate the applicable User(s) account without advance Notice to You, but ALEN will promptly give You Notice of its decision. Client and ALEN recognize that they have a shared interest in maintaining the security of ALEN's Services and the network. If there is a Security Emergency that is either an actual or reasonably perceived by ALEN to be a Security Emergency, then ALEN may manually or automatically suspend the use of ALEN's Services without Notice. ALEN will make reasonable efforts to narrow the scope of such a suspension and will give prompt Notice to You of the suspension and reason. Therefore, to the extent allowed by law, You expressly release ALEN from any liability arising from such a suspension. In the event of a Security Emergency caused or threatened by Client's or any User's act or statement, then Client agrees to indemnify and hold harmless ALEN from any damages arising from said suspension.

## 22. Termination of Agreement for Cause or to Prevent Security Emergency

**22.1. Client's Right to Terminate for Cause.** You can terminate this Agreement for cause by giving ALEN 10-days' Notice if ALEN fails to initiate reasonable efforts to cure a material breach of its obligations under the Agreement after Notice from You, which must contain a clear statement setting out with particularity the specific material breach, (Deficiency), that, if uncured, would be the basis of termination and Your demand that ALEN cure said Deficiency under penalty of termination.

**22.2. ALEN's Right to Terminate for Cause.** ALEN can terminate this Agreement for cause by giving You 10-days' Notice if You fail to initiate reasonable efforts to cure a material breach of its obligations under the Agreement after Notice from ALEN, which must contain a clear statement setting out with particularity the specific material breach, (Deficiency), that, if uncured, would be the basis of termination and ALEN demands that You cure the Deficiency under penalty of termination; provided, however, that ALEN may terminate this Agreement for non-payment of Fees or any other sums that are owed to ALEN by You under the conditions set out for such termination elsewhere in this Agreement.

**22.3. Termination for Security Emergency.** Either Party may terminate this Agreement and immediately end the other Party's access to data and/or ALEN's Services if necessary to prevent an actual or threatened Security Emergency caused by the other Party. In such event, the terminating Party must give email Notice to the other Party clearly stating the nature of the Security Emergency and any terms or conditions under which it would allow access to data and/or ALEN's Services to be reinstated.

## 23. Obligations in the Event of Lapse or Termination

If You or ALEN terminates this Agreement or if this Agreement lapses at the end of its term, then Your obligations to ALEN and ALEN's obligations to You will end on the effective day of the termination, except that both You and ALEN will continue to be bound by the Agreement's provisions for Confidentiality and Choice of Law. No matter who terminates the Agreement or whether it lapses, when it ends, You must pay ALEN all Fees and any other sums You owe to ALEN up to the effective day of termination. On the day of termination, You must end Your use of ALEN's Services.

## 24. Miscellaneous Provisions

**24.1. Interpretation of Agreement Language.** Although ALEN drafted this Agreement, the Parties agree that it shall be interpreted without a presumption for or against either Party. ALEN's status as the "drafter" shall not raise any presumption against ALEN in the interpretation of any provision.

**24.2. Incorporation of Other Materials.** This Agreement may incorporate all or part of other documents as well as attachment(s), schedule(s), exhibit(s) or addendum(a) referenced herein. If such additional instruments are incorporated, they are to be considered as being part of this Agreement just as if the referenced material was set out in this Agreement.

**24.3. Force Majeure.** Each Party is excused from performance under this Agreement, other than the obligation to make payment when due and in the full amount owed, during any period during which it is illegal or impossible for said Party to perform as a result of delays or conditions caused by an Act of God, Weather Event, War, Act of Terrorism, Civil Disturbance, Court Order prohibiting performance, or Labor Dispute. Such nonperformance shall not be a default of this Agreement or grounds for termination thereof. The Party excused from performance under this section shall use all commercially reasonable efforts to alleviate the consequences of the Force Majeure event.

**24.4. Anti-Corruption.** Both Client and ALEN will adhere to a strict policy prohibiting bribes or kickbacks. Client and ALEN acknowledge and state that there has been no receipt nor offer of any illegal or improper bribe, kickback, payment, gift, or thing of value from any of their respective officers, officials, employees or agents in connection with this Agreement.

**24.5. Assignment.** Client may assign any of its rights under this Agreement without the prior written consent of ALEN.

**24.6. Publicity.** Client grants ALEN the right to publicly disclose that Client is a customer of ALEN and to use, publish and/or reproduce photographs, insignia or other symbols denoting or depicting Client for advertising and promotional purposes. If Client provides a statement or comments about the quality or benefits of ALEN generally or ALEN's Service(s) or other products, then Client agrees that ALEN may use said statement or comments for advertising and promotional purposes. ALEN's use of the rights granted herein shall be without further authorization from Client and may be done without remuneration to Client.

**24.7. No Third-Party Beneficiaries.** The only Parties to this Agreement are You and ALEN, Inc., and this Agreement is solely for the benefit of You and ALEN, Inc. Notwithstanding any other provision in this Agreement, there are no intended or unintended third-party beneficiaries to this Agreement. There are absolutely no other persons who can claim any rights under this Agreement for any purpose. Employees, owners, subcontractors and/or members of the general public are specifically excluded from the status of parties to this Agreement and such persons are not intended to legally benefit by it under the law.

**24.8. Severability.** Any provisions of this Agreement that may be held illegal, invalid, or unenforceable by a court of competent jurisdiction shall be limited or eliminated so that the rest of this Agreement shall remain in effect.

**24.9. No Waiver of Rights.** Neither Party shall waive its rights or powers under this Agreement by delay or omission in enforcing those rights or powers. No such delay or omission by either Party shall be construed as a waiver of any right or power under this Agreement. Unless otherwise stated, all remedies provided in this Agreement shall be cumulative and in addition to any other remedies available to either Party at law, in equity, or otherwise.

**24.10. Choice of Law.** This Agreement shall be governed, interpreted and enforced by the laws of Alabama. Additionally, ALEN and You agree to abide by all applicable Federal, State, or local laws, rules, regulations, and policies, including ALEN's policies and procedures for the use of ALEN's SaaS. This includes, without limitation, the following:

- US Department of Justice (DOJ) Federal Bureau of Investigations (FBI) Criminal Justice Information Services (CJIS) Security Policy. Current version.
- ALEN, Inc. Security Policy. Current version.
- Privacy Act of 1974, 5 U.S.C. § 552a. Current version.
- 18 U.S. Code § 1030 - (Computer Fraud and Abuse Act)
- Payment Card Industry Data Security Standard (PCI DSS). Current version.

**24.11. Entire Agreement, No Reliance on Representations and Modifications of Terms.** The Agreement constitutes the entire agreement between the Parties. The Parties acknowledge that this provision is contrary to common law. No Party to this Agreement may rely on any oral representation about its content or interpretation that is not contained within the plain language of the written instrument. ALEN may occasionally make changes or modifications to the terms of this Agreement. If such a change or modification is made, ALEN will give You 10-days' Notice of the change or modification.

Thereafter, the change or modification will become part of the MSA if You do not give ALEN Notice of Your objection to the change or modification within the 10-day period. Any objection You choose to make shall be provided to ALEN in the manner for giving Notice set out in this Agreement.