

CONTROLLED PRODUCTS SYSTEMS GROUP, INC.
TERMS AND CONDITIONS OF USE

These Terms and Conditions (these “Terms and Conditions”) govern the use of CPSG-U Online (learning.cpsgu.com) provided by Controlled Products Systems Group, Inc., a Delaware corporation (“Company”). By clicking “Yes” or “I Agree” or by accessing and/or using the Platform or any of the Training Materials (as defined below), you agree to be legally bound by these Terms and Conditions.

1. **Subscription.** Your subscription provides access to the Training Materials through the Platform for one use, for one year (the “Subscription Period”).
2. **Users.** The Platform and the Training Materials are accessed through individual user registration. Each user will create a user name and a password (an “Account”). **[You agree to provide the names and other identifying information of each individual to be licensed under your subscription.]** Only those individuals that have registered an Account may access and use the Training Materials. Account credentials may not be shared.
3. **Account Information.** You are responsible for maintaining the confidentiality of your Account and you are liable for all use of the Training Materials thereunder. If you believe a third party has gained access to your Account, you should promptly change your password and notify Company. If, during a Subscription Period, an individual user with an Account terminates employment, you will notify Company promptly and the individual’s access to the Platform and the Training Materials will be terminated. Continued use of the Training Materials by that individual or access to the Training Materials by another individual using that Account will constitute a material breach of these Terms and Conditions.
4. **License; Intellectual Property.**
 - a. Company hereby grants you, during the Subscription Period, a non-exclusive, non-transferable revocable license to use the Training Materials solely for general informational purposes for your internal business purposes. The Training Materials may not be publicly disclosed, sublicensed, sold, assigned, leased, loaned or otherwise transferred by you to any third party for any reason.
 - b. The Platform and the Training Materials provided by Company, and all copies thereof, are proprietary to and the property of Company and/or its third-party licensors. All applicable rights in all copyrights, trademarks, trade secrets, trade names, patents and other intellectual property rights in or associated with the Platform and the Training Materials will remain in Company and/or its third-party licensors, as applicable, and you shall have no such intellectual property or ownership rights therein.
5. **Training Materials.**
 - a. During the Subscription Period, you will have access to certain content, including basic training and “how-to” videos, with respect the installation of certain gate operators and/or other perimeter access products. (the “Training Materials”). You acknowledge and agree that the Training Material is provided for general background and educational

purposes, and Company makes no claim or assertion that the Training Material provides all information or instructions required to appropriately install any gate operator or other perimeter access product. The Training Materials reflect Company's interpretation of certain installation standards, but your use of and reliance on the Training Materials is at your own risk. You are responsible for complying with any instructions provided with the applicable product and for ensuring that any installation you complete complies with all applicable laws, rules and regulations.

- b. Company reserves the right to add, delete, modify or otherwise change the Training Materials from time to time without notice.
6. **Feedback.** Any feedback, ideas, modifications, suggestions, improvements and the like made by You with respect to the Platform and/or the Training Materials ("Feedback") will be the property of Company. You agree to assign, and hereby assign, all right, title and interest worldwide in the Feedback and the related intellectual property rights to Company and agree to assist Company, at Company's expense, in perfecting and enforcing such rights. Company may disclose or use Feedback for any purposes whatsoever without any obligation to you.
7. **Restrictions on Use.**
 - a. You may not copy or reproduce the Training Materials without Company's prior written consent.
 - b. You shall not reverse engineer, alter, modify, disassemble or decompile the Platform, the Training Materials or any part thereof. You agree not to sell, create derivative works from, distribute, publish, perform, display or in any way exploit the Training Materials in any way not expressly permitted by these Terms and Conditions without first obtaining Company's written permission.
 - c. You agree not to compile or transfer any Training Materials into any searchable database, or to participate in any data-sharing arrangement or data library, without Company's express, prior written consent.
 - d. You agree that the Training Materials, or any part thereof, may not be used in any offensive, unlawful, fraudulent or libelous manner, or in violation of any obligation under these Terms and Conditions.
8. **Termination of Subscription Period.**
 - a. Company may suspend your access to the Platform and/or Training Materials and terminate the Subscription Period if:
 - i. You breach these Terms and Conditions and fail to cure such breach within five (5) days of written notice of such breach; or
 - ii. Amounts owned by you to Company are overdue and remain overdue ten (10) days after Company has notified you of such default; provided, that access may be restored by Company in its discretion if all such amounts are paid in full (including interest thereon which shall be payable on overdue amounts at a rate of 1.5% per month).
 - b. Either party may terminate the Subscription Period at any time, without cause, upon thirty (30) days prior written notice to the other party; provided, that in the event you

terminate the Subscription Period pursuant to this Section 8(b), you will not be entitled to any refund of any subscription fee.

9. **Disclaimer of Warranty.** By its nature, the Training Material may contain errors, bugs and other problems, and Company makes no warranty that the operation of the Platform, or the will be uninterrupted or error free. YOU ACCEPT THE TRAINING MATERIALS "AS IS." COMPANY MAKES NO WARRANTY OF ANY KIND REGARDING THE TRAINING MATERIAL. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, COMPANY HEREBY EXPRESSLY DISCLAIMS ALL IMPLIED AND STATUTORS WARRANTIES, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PUPPOSE, OR NON-INFRINGEMENT OF THIRD PARTIES' RIGHTS.
10. **Privacy and Data Collection/Use.** Your access to and use of the Training Materials shall be subject to the Company's Privacy Policy (which can be found at <https://www.controlledproducts.com/about/privacypolicy>). More information about how Company collects and uses data may be found in the Privacy Policy. Company will have access to date and information regarding your use of the Training Materials and Company reserves the right to use that data and information to improve the Training Materials and to improve and develop other Company products and services in accordance with the Privacy Policy.
11. **Third Party Software.** Where third party software is provided under these Terms and Conditions, Company shall provide such software to you under the license terms provided by the third-party licensor of such software. Upon notification from Company, you shall agree to comply with the terms of any end user license agreement with respect to such third party software.
12. **Term.** The term of these Terms and Conditions shall begin upon the earlier to occur of your acceptance of these Terms and Conditions or your access to and/or use of the Training Materials and shall continue until the expiration the Subscription Period, unless earlier terminated as provided herein.
13. **Limitation of Liability.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, COMPANY SHALL NOT BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY INCIDENTAL, CONSEQUENTIAL, INDIRECT, SPECIAL, OR PUNITIVE DAMAGES, ARISING OUT OF OR RELATING TO THE TRAINING MATERIALS OR THE TRANSACTIONS CONTEMPLATED HEREIN. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN THE EVENT OF ANY CLAIM OR CAUSE OF ACTION ARISING OUT OF OR CONNECTED WITH THE TRAINING MATERIALS OR THESE TERMS AND CONDITIONS, THE MAXIMUM LIABILITY OF COMPANY SHALL NOT EXCEED THE FEES PAID BY YOU TO COMPANY IN THE TWELVE MONTHS IMMEDIATLEY PRECEIDING THE EVENT GIVING RISE TO THE LIABILITY.
14. **Indemnification.** You agree to indemnify and hold harmless Company and its owners, employees, officers, directors and affiliates from any and all liabilities, claims, demands, losses, costs and expenses, including attorneys' fees and expenses, resulting from (a) your acts or omissions, (b)

your use of the Platform and/or the Training Materials and (c) any unauthorized use of your Account.

15. **Confidential Information.** The Training Materials are confidential and proprietary products of Company (“**Confidential Information**”), and in the event of unauthorized disclosure of such by you, no remedy at law may be adequate. You shall not use the Confidential Information, except as provided for in these Terms and Conditions. You may not disclose the Confidential Information, except to your employees, contractors, affiliates, subsidiaries, or agents having a need to know the Confidential Information related to the purpose of these Terms and Conditions, and who are subject to confidentiality obligations substantially similar to those set forth in these Terms and Conditions. You shall undertake reasonable measures to protect the Confidential Information. You acknowledge and agree that in the event of such unauthorized disclosure of Confidential Information, Company maintains the right to seek injunctive relief, or any other equitable remedy available at law.
16. **No Assignment.** These Terms and Conditions, and the right to access and use the Training Materials, are not transferable, by assignment, sublicense, or any other method to any other person or entity. Any transfer of your rights hereunder without the Company’s consent will constitute a breach of these Terms and Conditions and will render your rights to use access and use the Training Materials under these Terms and Conditions null and void.
17. **Governing Law.** These Terms and Conditions will be governed by and construed in accordance with the laws of the State of Delaware. THE PARTIES AGREE THAT THE UNIFORM COMPUTER TRANSACTIONS ACT OR ANY VERSION THEREOF, ADOPTED BY ANY STATE, IN ANY FORM (“UCITA”), WILL NOT APPLY TO THESE TERMS AND CONDITIONS. TO THE EXTENT THAT UCITA IS APPLICABLE, THE PARTIES AGREE TO OPT OUT OF THE APPLICABILITY OF UCITA PURSUANT TO THE OPT-OUT PROVISION(S) CONTAINED THEREIN. Any suit, action or proceeding arising in connection with these Terms and Conditions will be brought in the state or federal courts sitting in the State of Delaware, and you hereby expressly submit to the jurisdiction of such courts for the purpose of any such suit, action or proceeding.
18. **No Waiver.** No waiver by Company of any default, misrepresentation or breach of warranty or covenant hereunder, whether intentional or not, will be deemed to extend to any prior or subsequent default, misrepresentation, or breach of warranty or covenants hereunder or affect in any way rights arising by virtue of any prior or subsequent such occurrence.
19. **Entire Agreement.** These Terms and Conditions are the entire agreement between you and Company relating to the Platform and Training Materials and (i) supersede all prior or contemporaneous oral or written communications, proposals and representations with respect to their subject matter and (ii) prevail over any conflicting or additional terms of any quote, order, acknowledgement or similar communications between the parties.

20. **Severability.** If for any reason a court of competent jurisdiction finds any provision, or portion thereof, to be unenforceable, the remainder of these Terms and Conditions will continue in full force and effect.
21. **Survival.** The disclaimers of warranties and damages and limitations on liability will survive the termination of the Subscription Period and these Terms and Conditions.