



BeaconSage TERMS OF SERVICE

By creating a BeaconSage account you (the “Customer”) hereby accept to be bound by the terms and conditions set out hereunder.

DEFINITIONS

1. DEFINITIONS

- a. **“Aristotle Labs”** means Aristotle, Inc. D/B/A Aristotle Labs, located at 401 W. Capitol, Little Rock, AR, 72201
- b. **“BeaconSage”** shall mean and include:
 - i. A non-exclusive, limited license to use the BeaconSage Software Platform (the “Platform”)
 - ii. Access to the server software application through the Content Management System (“CMS”) by the Customer; so as to enable the Customer to use the Service (as defined below)
- c. **“Aristotle Labs Exclusions”** shall mean any unavailability, suspension, or termination of BeaconSage services:
 - i. caused by factors outside of Aristotle Labs’ reasonable control, including any force majeure event or Internet access or related problems beyond control of Aristotle Labs;
 - ii. that results from any actions or inactions of the Customer or any third party;
 - iii. that results from the Customer’s equipment, software or other technology and/or third party equipment, software or other technology (other than third party equipment within direct control of Aristotle Labs);
 - iv. that results from any maintenance provided; or
 - v. arising from Aristotle Labs’ suspension and termination of the Customer’s right to use BeaconSage in accordance with these Terms
- d. **“Party” or “Parties”** shall mean the Customer and Aristotle Labs, individually or collectively, as the case may be.
- e. **“Purchase Order”** shall mean a purchase order placed by the Customer for the BeaconSage, Beacons, or additional services (as per Clause 6 below), accepted by Aristotle online or by an Aristotle representative.

- f. **“Terms”** shall mean the terms and conditions pertaining to the use and access of BeaconSage, as set out in this document.
- g. **“Services”** shall mean the beacon management and beacon page creation services available through the Platform.
- h. **“Subscription”** means the non-exclusive, non-transferable right to use the Services as ordered by Customer on the Purchase Order, subject to the terms of this Agreement and the full and timely payment of fees.
- i. **“Unavailable”** means that Aristotle Labs servers servicing traffic either do not respond at all or respond erroneously with unexpected results.

2. SERVICE LEVEL TERMS

Aristotle Labs will use commercially reasonable efforts to ensure that the Services are available at all times during any monthly billing cycle.

3. USE OF CMS

The CMS enables the Customer to use the BeaconSage Services. Accordingly, Aristotle Labs hereby licenses to the Customer ONE, non-exclusive, limited license to use the CMS for the sole and limited purpose of using the Services.

4. USER GUIDELINES

The Customer agrees that it shall:

- i. Not sell, resell, transfer, assign, license, sublicense, pledge, lease, rent, distribute, timeshare, or share, or otherwise commercially exploit or make the Services available to or for the benefit of any third party;
- ii. Not modify, disassemble, decompile, reverse engineer, or in any manner decode the Platform, or use or attempt to use the Platform, directly or indirectly, for any other purpose whatsoever;
- iii. Not interfere with or disrupt the integrity or provision of the Services; and
- iv. Not attempt to gain unauthorized access to the Platform or its related systems or networks.

5. SUPPORT

- a. Aristotle Labs will provide such support and information as the Customer may require in the use of the Services during Customer’s Subscription.
- b. The support shall be provided via phone and/or email. BeaconSage support contact details will be listed on BeaconSage.com.

6. ADDITIONAL SERVICES

- a. During the term of the Subscription, Customer, and/or Aristotle Labs may desire additional development or web design work from Aristotle Labs (“Additional Services). Customer and

- an Aristotle Labs representative will detail the request for Additional Service will including the scope of work, schedule, price, and other terms of the Additional Service in a proposal.
- b. Aristotle Labs will not commence any Additional Service work without the Customer's review and approval of the proposal and creation of a corresponding Purchase Order.

7. FEES & PAYMENT TERMS

- a. In consideration of Aristotle Labs:
 - i. Providing and licensing the Platform and CMS; and
 - ii. Rendering the Services, and any Additional Services, if any,
 - iii. The Customer hereby agrees to pay Aristotle Labs the amounts set out in the corresponding Purchase Orders under the terms of such Purchase Orders.
- b. The fees payable to Aristotle Labs are exclusive of any and all applicable taxes, which will be paid by Customer.

8. CONFIDENTIALITY

- a. The Customer acknowledges that BeaconSage and any information provided by Aristotle Labs to the Customer, including, but not limited to, any training materials, data models, functional specifications, and instructions constitute confidential and proprietary information developed or acquired by or licensed to Aristotle Labs ("Confidential Information").
- b. The Customer will take all reasonable precautions necessary to perpetually keep confidential and safeguard the confidentiality of the Confidential Information, including:
 - i. those taken by Customer to protect its own confidential information; and
 - ii. those which Aristotle Labs may reasonably request from time to time.
 - iii. Confidential Information does not include:
 - A. Information in the public domain through no wrongful act of the Customer; or
 - B. Information received by the Customer from a third party who lawfully in possession of such information and was free to disclose it.
- c. Upon expiration or termination of a Subscription for any reason or at the written request of Aristotle Labs during the term of a Subscription, the Customer shall promptly return or destroy all the Confidential Information.

9. INTELLECTUAL PROPERTY

All rights not granted to Customer under this Agreement are expressly reserved by Aristotle. Aristotle owns and retains all rights, title, and interest in and to the name, trademark, trade name, trade dress, designs, and logos of Aristotle Labs (the "Marks"), the Platform and the underlying source code, which is considered Confidential Information and protected under applicable intellectual property and trade secrets laws including, without limitation, the U.S. Copyright Act and state and federal trade secret laws. Customer shall not:

- i. Decompile, reverse engineer or modify the Platform or underlying source code, or otherwise attempt to obtain the source code for the Platform;
- ii. Sublicense or allow any other person or client to use the Platform,
- iii. Use the Marks of Aristotle without Aristotle's prior written consent;
- iv. Use the Platform or underlying source code for any purpose other than the management of Beacons and to design Beacon Pages;
- v. Use the Platform or underlying source code in a manner that interferes with the use of Platform by Aristotle or its other customers;
- vi. Commence development of an electronic platform for the management of Beacons or creation of Beacon Pages in competition with the Platform; or
- vii. Make any claim of ownership or license to the Marks or the Platform in any way, it being understood that this Agreement shall solely govern the Customer's interest in the Marks and the Platform. Customer acknowledges that it does not presently have the special skills, techniques or business policies developed by Aristotle, nor does the Customer have access to the Aristotle body of knowledge. A violation of this provision shall be deemed to be a material breach of this Agreement and, in such event, Aristotle shall have the right, in addition to retaining all monies paid hereunder and pursuing all other remedies available at law or in equity, to refuse or terminate Customer's access to the Platform and services. The restrictions contained in this Section 1(c) shall expressly survive the termination or expiration of this Agreement.

10. OWNERSHIP OF CUSTOMER DATA

- a. CUSTOMER DATA. Aristotle Labs may collect personal information about the Customer or end-users of the Services ("Customer Data") for the sole purpose of providing the Services. Subject to the provisions of this Clause 10, the Customer retains ownership of and control over the Customer Data Aristotle Labs collects through the provision of the Services, and in no event whatsoever shall Aristotle Labs share such Customer Data or use such Customer Data for the benefit of Aristotle Labs' other customers
- b. CUSTOMER DATA LICENSE GRANT. The Customer hereby expressly grants, and the Customer represents and warrants that the Customer has all rights necessary to grant, to Aristotle Labs a nonexclusive, royalty-free, worldwide license during the subsistence of these Terms and Conditions to use, transmit, distribute, modify, reproduce, display, and store the Customer Data for the purposes of:
 - i. providing the Services as contemplated herein; and
 - ii. enforcing Aristotle Labs' rights hereunder.
- c. CUSTOMER'S REPRESENTATION & WARRANTY. In connection with the Customer Data, as of the date hereof, the Customer, during the subsistence of these Terms and Conditions, represents, warrants and agrees that:
 - i. It has obtained the Customer Data lawfully, and the Customer Data does not and will not violate any applicable laws or a third party's proprietary, privacy or intellectual property rights or any provision of these Terms and Conditions;

- ii. At all times, Customer Data has and will be collected by the Customer in accordance with its publicly posted privacy policy that permits it to share, collect, use and disclose such Customer Data as contemplated under these Terms and Conditions, and if required by applicable law, pursuant to consents obtained by the Customer to do each of the foregoing. For clarity and without limitation, the Customer is responsible for the content and placement of consumer-facing disclosure regarding the collection and use of Customer Data.

- d. **CUSTOMER DATA USE.** Notwithstanding anything to the contrary herein, the Customer hereby specifically agrees that Aristotle Labs may collect, analyze, and use Customer Data and data derived thereof, including de-identified, aggregated or anonymized Customer Data, for purposes of operating, analyzing, improving, or marketing the Services. If Aristotle Labs shares or publicly discloses information (e.g., in marketing materials, or in application development) that is derived from Customer Data, such data will be aggregated or anonymized to reasonably avoid identification of a specific customer, user or individual. The Customer hereby further agrees that Aristotle Labs will have the right, both during and after the subsistence of these Terms and Conditions, to use, store, transmit, distribute, modify, copy, display, sublicense, and create derivative works of the anonymized, aggregated data.

- e. **SERVICE USAGE DATA.** For the sole purpose of providing and improving the Services, Aristotle Labs may collect and use data relating to the usage of the Services, including without limitation monitoring and analyzing usage and traffic patterns of its websites and Services. This usage data is: (a) not Customer Data; (b) does not include any personal information about the Customer or the end-users of the Services; and (c) is owned by Aristotle Labs.

11. REPRESENTATIONS & WARRANTIES

- a. Each Party represents and warrants to the other Party that, as of the date of the relevant Purchase Order:
 - i. It has full authorization and power to execute and perform its obligations under the Purchase Order;
 - ii. It has all licenses, authorizations, consents, approvals and permits required by all applicable laws to perform its obligations under the Purchase Order; and
 - iii. It shall comply with all applicable laws in performing its obligations under the Purchase Order.

- b. EXCEPT AS SET FORTH HEREIN, ARISTOTLE LABS DOES NOT WARRANT THAT BEACONSAGE AND/OR THE SERVICES WILL BE FREE OF ERRORS OR WILL BE UNINTERRUPTED, OR THAT THE SAME WILL MEET CUSTOMER'S REQUIREMENTS. THE BEACONSAGE AND SERVICES ARE PROVIDED ON AN "AS IS" BASIS, AND ARISTOTLE LABS SPECIFICALLY DISCLAIMS ALL WARRANTIES AND INDEMNITIES, EXPRESS, IMPLIED OR STATUTORY, INCLUDING WITHOUT

LIMITATION ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR ANY OTHER WARRANTY ARISING FROM THE USE THEREOF.

12. INDEMNITY & LIMITATION OF LIABILITY

- a. UNDER NO CIRCUMSTANCES WILL ARISTOTLE OR ITS AFFILIATES BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES THAT RESULT FROM THE USE OF OR INABILITY TO USE THE PLATFORM AND SERVICES, INCLUDING, BUT NOT LIMITED TO, RELIANCE ON ANY INFORMATION OBTAINED ON THE PLATFORM OR SERVICES; OR THAT RESULT FROM MISTAKES, OMISSIONS, INTERRUPTIONS, DELETION OF FILES OR EMAILS, LOSS OF OR DAMAGE TO DATA, ERRORS, DEFECTS, VIRUSES, DELAYS IN OPERATION OR TRANSMISSION, OR ANY FAILURE OF PERFORMANCE, WHETHER OR NOT LIMITED TO ACTS OF GOD, COMMUNICATION FAILURE, THEFT, DESTRUCTION OR UNAUTHORIZED ACCESS TO ARISTOTLE'S RECORDS, PROGRAMS OR SERVICES. CUSTOMER HEREBY ACKNOWLEDGES THAT THIS PROVISION WILL APPLY WHETHER OR NOT ARISTOTLE IS GIVEN NOTICE OF THE POSSIBILITY OF SUCH DAMAGES AND THAT THIS PROVISION WILL APPLY TO ALL SERVICES AVAILABLE FROM ARISTOTLE AND ITS AFFILIATES.
- b. UNDER NO CIRCUMSTANCES SHALL ARISTOTLE BE LIABLE FOR DAMAGES BASED ON LOSS OF BUSINESS, OR LOSS OF PROFITS, WHETHER BASED ON BREACH OF AGREEMENT, BREACH OF WARRANTY, PRODUCT LIABILITY, OR OTHERWISE, TO ANY PARTY IN PRIVACY TO THIS AGREEMENT, OR ANY THIRD PARTY.
- c. THE TERMS OF THIS SECTION SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT FOR WHATEVER REASON, WHETHER BY ARISTOTLE OR BY CUSTOMER.

13. TERM & TERMINATION

- a. The length of a Subscription will be set forth in the corresponding Purchase Order ("Initial Term"). Thereafter the Subscription will automatically renew for a month-to-month basis ("Renewal Terms") unless either party provides written notice of termination to the other party at least 30 days prior the end of the Initial Term or respective Renewal Term, as applicable.
- b. In the event Aristotle provides notice of termination due to non-payment or material breach of these terms, Customer must make provisions to continue providing beacon management services to its clients using its own or a third-party content management System.

14. MISCELLANEOUS

- a. FORCE MAJEURE. If, by reason of failures of telecommunications or Internet service providers, labor disputes, riots, inability to obtain labor or materials, earthquake, fire or other action of the elements, accidents, governmental restrictions, or other causes beyond the control of Aristotle, Aristotle is unable to perform in whole or in part its obligations as set forth in this Agreement, then Aristotle shall be relieved of those obligations to the extent it is so unable to perform, and such inability to perform shall not make Aristotle liable to the Customer or other third parties.

- b. AMENDMENT. Aristotle may from time to time make amendments to these Terms. Customer will be notified of such changes in advance. Acceptance of such amendments will be made by Customer's explicit consent, or by Customer's continued use of BeaconSage after notice of such Amendments.
- c. ASSIGNMENT. These Terms contains no right of assignment by Customer, and Customer shall not assign the License or Subscription without prior Aristotle written consent.
- d. NOTICES. Except as otherwise specified in these terms, all notices hereunder shall be in writing and shall be deemed to have been given upon:
 - i. personal delivery,
 - ii. the second business day after certified mailing, or
 - iii. the first business day after sending by email (provided email shall not be sufficient for notices of termination)

All notices to:

Aristotle:
401 W. Capitol
Attn: Terry Norris
Little Rock, AR 72201
Email: TDNorris@Aristotle.net.

Customer:

At the address currently listed in Customer's Subscription or the address on Customer's most recent Purchase Order.

- e. Relationship of the Parties. Nothing contained in this Agreement shall be construed as creating any agency, legal representative, partnership, or any other form of joint enterprise between the parties. Neither party shall have authority to contract for or bind the other in any manner whatsoever.
- f. Non-Waiver. The failure of Aristotle Labs to enforce a provision of these Terms shall not be construed as a waiver or limitation of Aristotle Labs' right to subsequently enforce and compel strict compliance with every provision of these Terms.
- g. SEVERABILITY. If any provisions of these Terms shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of these Terms is invalid or unenforceable, but that by limiting such provision it would become valid or enforceable, then such provision will be deemed to be written, construed, and enforced as so limited.
- h. SURVIVAL. All provisions related to intellectual property ownership, restrictions on Customer's rights, warranties, indemnification, limitation of liability, and severability, shall survive termination or expiration of Customer's Subscription or use of BeaconSage.
- i. GOVERNING LAW. These Terms and Conditions shall be governed by and interpreted in accordance with the laws of the State of Arkansas, USA.

- j. JURISDICTION. Any dispute arising in connection hereunder shall be subject to the sole and compulsory jurisdiction of the courts in Pulaski County, Arkansas, USA.