LINXCAD

Terms of Service and Master Subscription Agreement

The agreement between LinxCAD and its customers.

> **Draft.** This text has not yet been reviewed by a lawyer and is not in force. Items in [square brackets] are still to be filled in.

Effective date: [EFFECTIVE DATE]

These Terms of Service and Master Subscription Agreement (the **Agreement**) are between [BUSINESS LEGAL NAME], doing business as LinxCAD (**LinxCAD**, **we**, **us**), and the organization that subscribes to the Service (the **Customer**, **you**). By ticking the agreement box when you subscribe, or by using the Service, you agree to this Agreement. The person who ticks the box confirms they have the authority to bind the Customer.

1. The Service

LinxCAD is a hosted software service for security and towing operations: dispatch and calls, incident and other reports with supervisor review, patrols and checkpoints, an activity log, optional shift and timecard tools, optional location features, photos, messaging, and related administration tools, delivered through an Android app, a Windows desktop app, and web portals (together, the **Service**).

Customer subscribes online through our payment page, which our payment provider Stripe hosts. The plan, the user and site limits, the fees and the renewal periods are the ones shown on that page when Customer subscribes and in the receipts and invoices Stripe sends afterwards (together, the **Subscription**). If the Subscription conflicts with this Agreement, the Subscription controls for that purchase. The SLA (Service Level Agreement) and the Privacy Policy are part of this Agreement.

2. Accounts and your responsibilities

- **Administrators.** Customer designates an owner and administrators who create user accounts, approve devices and configure the Service. Customer is responsible for everything done through its accounts.
- **Credentials.** Customer will keep credentials confidential, remove access promptly when a person leaves, and tell us right away about any suspected unauthorized access. Each person may be signed in

on one device at a time.

- **Accurate and lawful use.** Customer is responsible for the accuracy and legality of the data it enters, and for having the right to enter it.
- **Your people.** Customer is responsible for telling its employees and contractors what the Service records about them, including location sharing, shift and timecard records, and activity logs, and for any consent or notice the law requires where it operates.
- **Devices.** Customer is responsible for the phones, computers and internet connections it uses with the Service.

3. Acceptable use

Customer will not, and will not allow others to: (a) use the Service unlawfully, including to unlawfully surveil or track anyone; (b) attempt to access another customer's data or to bypass security or usage limits; (c) probe, scan or test the Service's security without our written permission; (d) copy, resell, sublicense or reverse engineer the Service except as the law allows; (e) upload malware or content that infringes others' rights; or (f) use the Service in a way that could harm its performance for others.

4. Fees and payment

- **Fees.** Customer will pay the fees in the Subscription. The software license is billed in advance for each six-month period and hosting is billed monthly in advance. Extra services that Customer agrees to (see the SLA, section 6) are billed as agreed.
- **Payment.** Fees are charged automatically, on each billing date, to the payment method Customer gives at checkout, through our payment provider Stripe. Customer authorizes these recurring charges until the Subscription is cancelled. We email a receipt or invoice for each payment.
- **Failed payments.** If a payment fails, Stripe tries it again over several days and we email Customer's owner. If it still cannot be collected, Customer has [7] more days to pay. After that the Service becomes view-only: people can sign in and look at records, but cannot dispatch calls or add or change records. Full access returns as soon as the overdue amount is paid.
- **Taxes.** Fees exclude taxes. Sales, use or similar taxes are worked out by Stripe from Customer's billing address, shown at checkout and on each invoice, and paid by Customer, except taxes on our income.
- **No refunds.** Fees are non-refundable except as the SLA or this Agreement expressly provides.
- **Price changes.** We may change fees for a renewal term by giving at least [60] days' written notice before the term ends.

5. Term and renewal

Each part of the Subscription starts when Customer subscribes and renews automatically for successive periods of the same length (six months for the software license, one month for hosting) until it is cancelled. Customer may cancel at any time from the Subscription page of the organization portal (which the owner can open), through the billing link Stripe provides, or by emailing support@linxcad.com. Cancelling stops the next renewal and takes effect at the end of the period already paid, and access continues until then. Either party may end this Agreement for the other's material breach that is not fixed within [30] days after written notice.

When the Agreement ends: Customer's access stops; Customer may export its data for [30] days (we will help with a standard export); after that we delete Customer Data as described in section 7. Fees already paid or due for the term remain payable.

6. Customer Data

Ownership. As between the parties, Customer owns all data it or its users put into the Service, including calls, reports, photos, logs, records and user information (**Customer Data**). We own the Service, its software, design and documentation.

License to host. Customer gives us a limited license to host, copy, transmit and process Customer Data only to provide, secure, support and improve the Service for Customer, and as this Agreement allows. We do not sell Customer Data and do not use it for advertising.

Usage data. We may collect technical data about how the Service performs (for example error and uptime records) and may use it in an aggregated, de-identified way to run and improve the Service.

Support access. Our staff access Customer Data only to give support Customer asks for, through a time-limited grant Customer approves in the Service, or as required to keep the Service running or by law.

7. Data retention, return and deletion

Customer controls retention of photos through its settings; reports, the activity log and other records stay until Customer deletes them or this Agreement ends. Location history is deleted automatically after seven days. After this Agreement ends and the export period passes, we delete Customer Data from the live Service within [60] days, and from backups as they age out, unless the law requires us to keep it. On written request we will confirm deletion.

8. Security

We use reasonable administrative, technical and physical safeguards intended to protect Customer Data, including separation of each customer's data, hashed passwords, two-factor sign-in for administrators,

device approval, role-based access, activity records, and encrypted connections. No system is perfectly secure. We will tell Customer without undue delay, and within [72] hours where practicable, after we confirm a security incident that affects Customer Data, and will give the information we reasonably can to help Customer respond.

9. Support and service levels

Support and availability are described in the SLA. Support hours, response targets and the service credit are the remedies for service issues, as the SLA explains.

10. Confidentiality

Each party will keep the other's non-public information confidential, use it only for this Agreement, and protect it with at least reasonable care. This does not cover information that is public through no fault of the recipient, was already known, is independently developed, or must be disclosed by law (with notice where allowed). Customer Data is Customer's confidential information.

11. Third-party services

The Service relies on other providers for hosting, email delivery, map tiles, address search and software updates. They are listed in the Privacy Policy. Their availability and terms can affect the Service, and we are not responsible for their acts beyond what the SLA states.

12. Protected health information and sensitive data

The Service is not designed to hold protected health information (**PHI**) and Customer will not intentionally enter patient names or medical details beyond what an incident report needs. The Service offers options to leave names out, and Customer is responsible for instructing its personnel. We do not act as a business associate under HIPAA and will not sign a business associate agreement unless both parties agree in a separate written agreement. Customer will not enter payment card numbers, government benefit numbers or other highly sensitive data into free-text fields.

13. Emergencies and decision-making

The Service is an operations tool. It is not an emergency service and does not contact emergency responders. Alerts, notifications, location and map information can be delayed, inaccurate or unavailable, including through the user's phone, network or location settings. Customer remains solely responsible for operational, safety and staffing decisions and for contacting emergency services when needed.

14. Warranties and disclaimers

Each party has the authority to enter into this Agreement. We will provide the Service with reasonable skill and care and in material accordance with its documentation. **EXCEPT AS STATED, THE SERVICE IS PROVIDED "AS IS" AND WE DISCLAIM ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. WE DO NOT WARRANT THAT THE SERVICE WILL BE UNINTERRUPTED OR ERROR-FREE.**

15. Limitation of liability

TO THE MAXIMUM EXTENT THE LAW ALLOWS: (A) NEITHER PARTY IS LIABLE FOR INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, OR FOR LOST PROFITS, REVENUE OR DATA; AND (B) EACH PARTY'S TOTAL LIABILITY ARISING OUT OF THIS AGREEMENT IS LIMITED TO THE FEES CUSTOMER PAID FOR THE SERVICE IN THE TWELVE (12) MONTHS BEFORE THE EVENT GIVING RISE TO THE CLAIM.

These limits do not apply to Customer's duty to pay fees, to a party's fraud or willful misconduct, to a party's indemnity obligations, or to liability that cannot be limited by law.

16. Indemnity

By Customer. Customer will defend and indemnify LinxCAD against third-party claims arising from Customer Data, from Customer's use of the Service in breach of this Agreement or the law, or from Customer's failure to give notices or obtain consents required for its use of location, recording or personal data.

By LinxCAD. We will defend Customer against third-party claims that the Service, as we provide it, infringes a patent, copyright or trademark, and pay the resulting judgments or settlements we agree to, if Customer promptly notifies us, lets us control the defense and cooperates. We may modify or replace the Service, or end the affected part and refund prepaid fees for it. This section is our only liability for infringement claims.

17. Suspension and termination

We may suspend access if needed to protect the Service or other customers from an immediate security or abuse risk, or as section 4 allows, and will restore it when the problem is resolved. Sections that by their nature should survive (fees owed, confidentiality, ownership, disclaimers, liability limits, indemnity, governing law) survive termination.

18. Governing law and disputes

This Agreement is governed by the laws of the State of [STATE], without regard to conflict-of-law rules. The parties will try to resolve a dispute in good faith first. Any lawsuit must be brought in the state or federal courts located in [COUNTY], [STATE], and each party consents to that venue. Either party may seek injunctive relief to protect its confidential information or intellectual property.

19. General

- **Entire agreement.** This Agreement, the Subscription, the SLA and the Privacy Policy are the whole agreement and replace earlier discussions. Changes must be in a writing signed or accepted by both parties, except that we may update the Privacy Policy and these Terms for future terms by notice of at least [30] days.
- **Assignment.** Neither party may assign this Agreement without the other's consent, except to a successor in a merger or sale of substantially all its business.
- **Notices.** Notices to Customer go to the owner and billing email addresses on its account. Notices to us go to legal@linxcad.com. Email is enough.
- **Force majeure.** Neither party is liable for delays caused by events beyond its reasonable control, including power, network, third-party hosting or internet failures, natural disaster, and government action.
- **Independent parties; no third-party beneficiaries; severability; waiver.** The parties are independent contractors. No one else may enforce this Agreement. If a part is unenforceable the rest stays in force, and a failure to enforce a right is not a waiver.
- **Electronic acceptance.** Ticking the agreement box at checkout is Customer's electronic signature. Stripe's record of it, with the date and time, is proof of the acceptance.