

Terms of Service and User Agreement

1. Acceptance of the Terms of Use

Welcome to CompanyTRAK. These terms of use are entered into by and between You and Sqwirlr LLC ("**Company**", "**we**" or "**us**"). The following terms and conditions, together with any documents expressly incorporated by reference (collectively, these "**Terms of Service and User Agreement**"), govern your access to and use of www.CompanyTRAK.com and any other services owned or operated by Company, including any content, functionality and services offered on the CompanyTRAK mobile app including Bluetooth tag/locator (the "**Platform**").

Please read the Terms of Service and User Agreement carefully before you start to use the PLATFORM. By using the PLATFORM, you accept and agree to be bound and abide by these Terms and agree that we may use your information and data as set forth in our Privacy Policy, found at [CompanyTRAK /Privacy](#), incorporated herein by reference. If you do not want to agree to these Terms of Service and Privacy Policy, you are not permitted to access or use the PLATFORM.

2. Changes to the Terms of Use and PLATFORM

We may revise and update these Terms of Service from time to time in our sole discretion. All changes are effective immediately when we post them and apply to all access to and use of the PLATFORM thereafter.

Your continued use of the PLATFORM following the posting of revised Terms of Service and User Agreement means that you accept and agree to the changes. You are expected to check this page frequently, so you are aware of any changes, as they are binding on you.

We will not be liable if for any reason all or any part of the PLATFORM is unavailable at any time or for any period.

3. Services Overview:

Client will use CompanyTRAK for their employees or consultants ("Users") for Contact Tracing and Social Distancing for virus pandemics for the benefit of Client and its employees or consultants. Human Resources (HR) or Authorized employee ("Client Admin") will be provided or assigned access to the CompanyTRAK Portal with master admin access. This enables Client Admin to customize locations, geofence buildings, assign additional admins, manage employees, customize daily questionnaire, and view reporting. Client Admin will have the access to maintain and edit Users and the status of Users. When Client Users who are in CompanyTRAK enter a geofenced building, CompanyTRAK follows and logs interaction of Client's Users. CompanyTRAK uses multiple technologies to provide Contact Tracing and Social Distancing. A combination of mobile location services (GPS) and BLE technologies along with BT tags and scanners are used to track primary exposure and notifies Client Admin when a client User self-reports with symptoms or with positive test results. Either prior to, or as entering the geofenced building, Client Users would (voluntarily) answer the Client customized daily questionnaire. This can include Temperature, Personal Protective Equipment (PPE) required and/or a set of daily questions. Once answered, the responses are sent to Client Admin, for reporting purposes and the solution starts to track and log the Users interactions. If the User updates the questionnaire with any symptoms or answers with any assigned "negative" answers, they will be directed to Client Admin for further next steps. If Users come within the 6-

foot proximity of each other, it is logged as a contact. If any of the User report symptoms or a positive test for virus in the next 14-18 days, a notification is sent to Client Admin about a possible risk of exposure so Client Admin can take appropriate next steps as per Client policy. If an User recovers from the virus, Client Admin will have the ability to reset the User status as “Safe” after receiving their updated test results. All users who are authorized by Client to access Client database shall be employees or agents of Client or its Affiliates and their use of CompanyTRAK shall be within Client’s control. While CompanyTRAK has several functionalities, the SOW will be defined as a part of this Agreement will detail the service(s) the Client has subscribed to with CompanyTRAK.

4. Requirements of Use

You agree that you will only use the PLATFORM in good faith and will not provide false or misleading information about yourself. You agree that you will not do anything to throttle, engineer a denial of service, or in any other manner impair the performance or functionality of the Service. You agree that you will not tamper with, reverse-engineer or otherwise use the PLATFORM for any purpose for which it was not intended including, but not limited to accessing information about registered users, identifying or attempting to identify other registered users or gaining or attempting to gain access to the database of PLATFORM. You agree to turn on the PLATFORM access on mobile to capture necessary information, always keep the mobile in your possession for data accuracy. If you are utilizing a Bluetooth tag, you agree to keep the tag in possession while in office premises at all times for tracking accurate information.

5. Notices and Alerts

You agree that we may provide notices and alerts to you through your mobile device, you agree that we can provide notices within a service, through the PLATFORM for updates and other necessary communication.

6. Prohibited Uses

You may use the PLATFORM only for lawful purposes and in accordance with these Terms of Use. You agree not to use the PLATFORM:

- a. In any way that violates any applicable federal, state, local or international law, rule or regulation (including, without limitation, any laws regarding the export of data or software to and from the US or other countries).
- b. To send, knowingly receive, upload, download, use or re-use any material which you do not own or have a license right in, or which is not related to receiving services from Company.
- c. To impersonate or attempt to impersonate the Company, a Company employee, another user or any other person or entity (including, without limitation, by using contact information or screen names associated with any of the foregoing, or any domain names that include the Company marks.
- d. To knowingly provide false information concerning yourself or any other person or party.
- e. To utilize information obtained from the PLATFORM that in any way that would have a tendency to disparage, embarrass, impugn, libel, or slander another person, party or legal entity.

- f. To engage in any other conduct that restricts or inhibits anyone's use or enjoyment of the PLATFORM, or which, as determined by us, may harm the Company or users of the PLATFORM, or expose them to liability.
- g. In a manner that intentionally causes the PLATFORM to publish false information.

Additionally, you agree not to:

- a. Use the PLATFORM in any manner that could disable, overburden, damage, or impair the PLATFORM or interfere with any other party's use of the PLATFORM, including their ability to engage in real time activities through the PLATFORM.
- b. Use any robot, spider or other automatic device, process or means to access the PLATFORM for any purpose, including monitoring or copying any of the material on the PLATFORM.
- c. Use any manual process to monitor or copy any of the material on the PLATFORM or for any other unauthorized purpose without our prior written consent.
- d. Use any device, software or routine that interferes with the proper working of the PLATFORM.
- e. Introduce any viruses, trojan horses, worms, logic bombs or other material which is malicious or technologically harmful.
- f. Attempt to gain unauthorized access to, interfere with, damage, or disrupt any parts of the PLATFORM, the server on which the Online PLATFORM is stored, or any server, computer or database connected to the Online PLATFORM. You will not probe, scan, or test the vulnerability of the PLATFORM or any network connected to the PLATFORM, nor breach the security or authentication measures on the PLATFORM or any network connected to the PLATFORM.
- g. Attack the PLATFORM via a denial-of-service attack or a distributed denial-of-service attack.
- h. Otherwise attempt to interfere with the proper working of the PLATFORM.
- i. You will not reverse engineer or attempt to derive the source code of the PLATFORM. You will not decompile, reverse engineer, or otherwise manipulate or work with the software or software architecture of the PLATFORM. You will not use any robot, or any other automatic device and you will not use any manual process to monitor or to copy any information in the PLATFORM for any unauthorized purpose. You will not use any automatic device, software, or other routine to interfere with or attempt to interfere with the functioning of the PLATFORM.
- j. You will not forge headers or otherwise manipulate identifiers in order to disguise the origin of any message or transmittal offered on or through the Online PLATFORM. You will not pretend that you are, or that you represent, someone else, or impersonate any other individual or entity.
- k. You will not use the PLATFORM or any content for any purpose that is unlawful or prohibited by these Terms of Use, or to solicit the performance of any illegal activity or other activity which infringes the rights of Company or others. You will not transmit, install, upload, post or otherwise transfer any information in violation of the laws of the United States or any other country in which you reside.

7. Monitoring and Enforcement; Termination

We have the right to:

- a. Take appropriate legal action, including without limitation, referral to law enforcement, for any illegal or unauthorized use of the Online PLATFORM.
- b. Terminate or suspend your access to all or part of the Online PLATFORM for any or no reason, including without limitation, any violation of these Terms of Use.

8. Reliance on Notifications You May Receive.

Notifications made to you on or through the PLATFORM are made available solely for informational purposes and are based on the accuracy of User Representations. We do not warrant the accuracy, completeness, or usefulness of this information. Any reliance you place on such notices or information is strictly at your own risk. We disclaim all liability and responsibility arising from any reliance placed on notifications received by you or any other user of the PLATFORM, or by anyone who may be informed of any of its contents.

The PLATFORM's notification features are based exclusively on information provided by you and by third parties. We are not responsible, or liable to you or any third party, for the content or accuracy of information provided by any third parties.

9. Information about You and Your Visits to the Online PLATFORM

All information we collect on the PLATFORM is subject to our Privacy Policy found at CompanyTRAK.com/Privacy. By using the PLATFORM, you consent to all actions taken by us with respect to your information in compliance with the Privacy Policy. You further represent and warrant that all information provided by you is true and correct in all material respects.

10. Geographic Restrictions

The owner of the PLATFORM is based in the state of Michigan in the United States. At this time, we provide the PLATFORM for use only by persons located in the United States, excluding the State of California. We make no claims that the PLATFORM or any of its content is accessible or appropriate outside of these geographic restrictions. Access to the PLATFORM may not be legal by certain persons or in certain countries. If you access the Online PLATFORM from outside the United States, you do so on your own initiative and are responsible for compliance with local laws, and you will indemnify and hold Company harmless for your actions. You agree that your use of the PLATFORM is governed by Michigan Law.

11. Intellectual Property Rights

The PLATFORM and its entire contents, features and functionality (including but not limited to all information, software, text, displays, images, video and audio, and the design, selection and arrangement thereof), are owned by the Company, its licensors or other providers of such material and are protected by United States and international copyright, trademark, patent, trade secret and other intellectual property or proprietary rights laws.

These Terms of Service and Use permit you to use the PLATFORM for your personal, non-commercial use only. You must not reproduce, distribute, modify, create derivative works of, publicly display, publicly perform, republish, download, store or transmit any of the material on our PLATFORM.

You must not access or use for any commercial purposes any part of the PLATFORM or any services or materials available through the PLATFORM.

If you print, copy, modify, download or otherwise use or provide any other person with access to any part of the PLATFORM in breach of the Terms of Service and User Agreement, your right to use the PLATFORM will cease immediately and you must, at our option, return or destroy any copies of the materials you have made. No right, title or interest in or to the PLATFORM or any content on the PLATFORM is transferred to you, and all rights not expressly granted are reserved by the Company. Any use of the PLATFORM not expressly permitted by these Terms of Service and User Agreement is a breach of these Terms of Use and may violate copyright, trademark and other laws.

12. Trademarks and Copyrights

The Company name, the terms, “CompanyTRAK LLC”, “CompanyTRAK”, the Company logo and all related names, logos, product and service names, designs and slogans are trademarks of the Company or its affiliates or licensors. You must not use such marks without the prior written permission of the Company. All other names, logos, product and service names, content, graphics, images, text, data, designs and slogans on the PLATFORM are the trademarks and copyrights of their respective owners.

13. Disclaimer of Warranties

YOU USE THE SERVICES AT YOUR OWN RISK. WE WILL NOT BE LIABLE FOR ANY LOSS OR DAMAGE CAUSED BY A DISTRIBUTED DENIAL-OF-SERVICE ATTACK, VIRUSES OR OTHER TECHNOLOGICALLY HARMFUL MATERIAL THAT MAY INFECT YOUR COMPUTER EQUIPMENT, COMPUTER PROGRAMS, DATA OR OTHER PROPRIETARY MATERIAL DUE TO YOUR USE OF THE SERVICES OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE SERVICES OR TO YOUR DOWNLOADING OF ANY MATERIAL POSTED ON IT, OR ON ANY SERVICES LINKED TO IT.

YOUR USE OF THE SERVICES, ITS CONTENT AND ANY SERVICES OR ITEMS OBTAINED THROUGH THE SERVICES IS AT YOUR OWN RISK. THE SERVICES, ITS CONTENT AND ANY SERVICES OR ITEMS OBTAINED THROUGH THE SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITHOUT ANY WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. NEITHER THE COMPANY NOR ANY PERSON ASSOCIATED WITH THE COMPANY MAKES ANY WARRANTY OR REPRESENTATION WITH RESPECT TO THE COMPLETENESS, SECURITY, RELIABILITY, QUALITY, ACCURACY OR AVAILABILITY OF THE SERVICES. WITHOUT LIMITING THE FOREGOING, NEITHER THE COMPANY NOR ANYONE ASSOCIATED WITH THE COMPANY REPRESENTS OR WARRANTS THAT THE SERVICES, ITS CONTENT OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE SERVICES WILL BE ACCURATE, RELIABLE, ERROR-FREE OR UNINTERRUPTED, THAT DEFECTS WILL BE CORRECTED, THAT OUR SERVICES OR THE SERVER THAT MAKES IT AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS OR THAT THE SERVICES OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE SERVICES WILL OTHERWISE MEET YOUR NEEDS OR EXPECTATIONS. YOU ASSUME TOTAL RESPONSIBILITY FOR YOUR USE OF THE SERVICES AND ANY LINKED PLATFORMS. YOUR SOLE REMEDY AGAINST COMPANY FOR DISSATISFACTION WITH THE SERVICES OR ANY CONTENT IS TO STOP USING THE SERVICES OR ANY SUCH CONTENT. THIS LIMITATION OF RELIEF IS A PART OF THE BARGAIN BETWEEN THE PARTIES. YOU AGREE THAT YOUR USE OF OR RELIANCE UPON ANY INFORMATION OBTAINED THROUGH THE SERVICES IS AT YOUR OWN DISCRETION AND RISK.

THE COMPANY HEREBY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT AND FITNESS FOR PARTICULAR PURPOSE.

THE FOREGOING DOES NOT AFFECT ANY WARRANTIES WHICH CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

BECAUSE USER AUTHENTICATION ON THE INTERNET IS DIFFICULT, WE CANNOT AND DO NOT CONFIRM THAT EACH USER IS WHO THEY CLAIM TO BE. ACCORDINGLY, USERS OF THIS PLATFORM ARE ENCOURAGED TO USE CAUTION AND COMMON SENSE. WE ARE NOT INVOLVED IN ACTUAL TRANSACTIONS BETWEEN EMPLOYERS, EMPLOYEES OR CONSULTANTS AND/OR OTHER THIRD PARTIES. WE THEREFORE HAVE NO CONTROL OVER

THE QUALITY, SAFETY, LEGALITY, THE TRUTH OR ACCURACY OF THE PLATFORM'S CONTENT. WE ARE NOT TO BE CONSIDERED TO BE AN EMPLOYER WITH RESPECT TO YOUR USE OF THE PLATFORM, AND WE SHALL NOT BE RESPONSIBLE FOR ANY EMPLOYMENT DECISIONS, FOR WHATEVER REASON, MADE BY ANY ENTITY USING THE PLATFORM.

14. Limitation on Liability

IN NO EVENT WILL THE COMPANY, ITS AFFILIATES OR THEIR LICENSORS, SERVICE PROVIDERS, EMPLOYEES, AGENTS, OFFICERS OR DIRECTORS BE LIABLE FOR DAMAGES OF ANY KIND, UNDER ANY LEGAL THEORY, ARISING OUT OF OR IN CONNECTION WITH YOUR USE, OR INABILITY TO USE, THE SERVICES, ANY SERVICES LINKED TO IT, ANY CONTENT ON THE SERVICES OR SUCH OTHER SERVICES OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE SERVICES OR SUCH OTHER SERVICES, INCLUDING ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO, PERSONAL INJURY, PAIN AND SUFFERING, EMOTIONAL DISTRESS, LOSS OF REVENUE, LOSS OF PROFITS, LOSS OF BUSINESS OR ANTICIPATED SAVINGS, LOSS OF USE, LOSS OF GOODWILL, LOSS OF DATA, AND WHETHER CAUSED BY TORT (INCLUDING NEGLIGENCE), BREACH OF CONTRACT OR OTHERWISE, EVEN IF FORESEEABLE. THE FOREGOING DOES NOT AFFECT ANY LIABILITY WHICH CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

15. Indemnification

You agree to defend, indemnify and hold harmless the Company, its affiliates, licensors and service providers, and its and their respective officers, directors, employees, contractors, agents, licensors, suppliers, successors and assigns from and against any claims, liabilities, damages, judgments, awards, losses, costs, expenses or fees (including reasonable attorneys' fees) arising out of or relating to your violation of these Terms of Service and User Agreement or your use of the PLATFORM.

16. Governing Law

ANY DISPUTE OR CLAIM RELATING IN ANY WAY TO THESE TERMS OR THE SERVICES WILL BE RESOLVED BY BINDING ARBITRATION, RATHER THAN IN COURT. The Michigan Arbitration Act ("MAA") and federal arbitration law apply to these Terms.

THERE IS NO JUDGE OR JURY IN ARBITRATION, AND COURT REVIEW OF AN ARBITRATION AWARD IS LIMITED. HOWEVER, AN ARBITRATOR CAN AWARD ON AN INDIVIDUAL BASIS THE SAME DAMAGES AND RELIEF AS A COURT (INCLUDING INJUNCTIVE AND DECLARATORY RELIEF OR STATUTORY DAMAGES) AND MUST FOLLOW THESE TERMS AS A COURT WOULD.

If you intend to seek arbitration you must first send written notice to the Company's Customer Service Center of your intent to arbitrate ("Notice"). The Notice to the Company should be sent by any of the following means: (I) electronic mail to **legal@CompanyTRAK.com** or (ii) U.S. Postal Service certified mail to 300 Enterprise Court, Suite, 100, Bloomfield Hills, MI 48302 ATTN: Compliance Officer. The Notice must: (x) describe the nature and basis of the claim or dispute; (y) set forth the specific relief sought; and (z) set forth your name, address and contact information. If we intend to seek arbitration against you, we will send any notice of dispute to you at the contact information we have for you. If we do not reach an agreement to resolve the

claim within 30 days after the Notice is received, you or the Company may commence an arbitration proceeding.

The arbitration will be conducted before a neutral single arbitrator, whose decision will be final and binding, and the arbitral proceedings will be governed by the American Arbitration Association ("AAA") under its AAA Commercial Arbitration Rules, Consumer Due Process Protocol, and Supplementary Procedures for Resolution of Consumer Related Disputes, as modified by these Terms. The AAA's rules are available at ADR.org or by calling 1-800-778-7879. All issues are for the arbitrator to decide, including the scope of this arbitration clause, but the arbitrator is bound by these Terms. The arbitration shall be conducted, at the option of the party seeking relief, by telephone, online, based solely on written submissions or in person in the State of Michigan or at a mutually agreed location. The arbitration will be conducted in the English language. Judgment on the award rendered by the arbitrator may be entered in any court of competent jurisdiction. The arbitrator, and not any federal, state, or local court, shall have exclusive authority to resolve any dispute relating to the interpretation, applicability, unconscionability, arbitrability, enforceability, or formation of this arbitration agreement, including any claim that all or any part of this arbitration agreement is void or voidable.

WE EACH AGREE THAT TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY DISPUTE RESOLUTION PROCEEDINGS WILL BE CONDUCTED ONLY ON AN INDIVIDUAL BASIS AND NOT IN A CLASS, CONSOLIDATED OR REPRESENTATIVE ACTION. Further, you agree that the arbitrator may not consolidate proceedings or more than one person's claims, and may not otherwise preside over any form of a representative or class proceeding, and that if this specific proviso is found to be unenforceable, then the entirety of this arbitration clause shall be null and void. If for any reason a claim proceeds in court rather than in arbitration, WE EACH WAIVE ANY RIGHT TO A JURY TRIAL. If a court of competent jurisdiction finds the foregoing arbitration provisions invalid or inapplicable, you and we each agree to the exclusive jurisdiction and the exercise of personal jurisdiction of the state or federal court located in the State of Michigan for the purpose of litigating all claims or disputes, and waive any objection as to inconvenient forum. We also both agree that notwithstanding the arbitration provision contained here, the Company may bring suit in court of competent jurisdiction for injunctive relief to enjoin infringement or other misuse of intellectual property rights.

17. Limitation on Time to File Claims

ANY CAUSE OF ACTION OR CLAIM YOU MAY HAVE ARISING OUT OF OR RELATING TO THESE TERMS OF SERVICES AND USER AGREEMENT OR THE SERVICES MUST BE COMMENCED WITHIN SIX (6) MONTHS AFTER THE CAUSE OF ACTION ACCRUES, OTHERWISE, SUCH CAUSE OF ACTION OR CLAIM IS PERMANENTLY BARRED.

18. Waiver and Severability

No waiver of by the Company of any term or condition set forth in these Terms of Use shall be deemed a further or continuing waiver of such term or condition or a waiver of any other term or condition, and any failure of the Company to assert a right or provision under these Terms of Use shall not constitute a waiver of such right or provision.

If any provision of these Terms of Use is held by a court or other tribunal of competent jurisdiction to be invalid, illegal or unenforceable for any reason, such provision shall be eliminated or limited to the minimum extent such that the remaining provisions of the Terms of Use will continue in full force and effect.

19. Entire Agreement



The Terms of Service and User Agreement and, our Privacy Policy constitute the sole and entire agreement between you and Company with respect to the PLATFORM and supersede all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, with respect to the PLATFORM.

20. Your Comments and Concerns

The PLATFORM is operated by CompanyTRAK LLC. Any concern or comments to be emailed to **Legal@CompanyTRAK.com**.