

Licensing Agreement | “Rules of RealityFence”

By clicking "I Agree" or by using the services provided by Extend Your Reality DBA RealityFence, LLC, a Michigan limited liability company (“Company”), with its principal place of business at 5672 Drake Hollow Drive W, West Bloomfield, Michigan 48322, you (“Customer”) agree to be bound by the terms and conditions of this Licensing Agreement (“Agreement”). If you do not agree to these terms, do not click "I Agree" and do not use the services.

1. Definitions

- **“Administrator User”**: An employee of the Customer designated to manage the technical aspects of the Services on behalf of the Customer, subject to completing necessary training provided by the Company.
- **“Customer Content”**: All data, materials, and other content provided by Customer for use with the Services, including, but not limited to, designs, images, and other related content.
- **“Services”**: The internet-accessible services provided by the Company, including any software made available through these services, as identified in a Schedule attached to this Agreement.
- **“Subscription Term”**: The period during which the Customer is authorized to access and use the Services, as specified in a Schedule, and subject to renewal unless terminated as provided herein.

2. License Grant

During the Subscription Term, the Company grants the Customer a non-exclusive, non-transferable, royalty-free license to access and use the Services solely for the Customer’s internal business operations, in accordance with the terms of this Agreement and the applicable Schedule.

3. Restrictions

The Customer SHALL NOT:

- Copy, modify, or distribute the Services or Software.
- Make the Services available to any person other than authorized users, where **authorized users** are defined as employees or representatives of the Customer’s company who are directly involved in the use of the Services for the Customer’s internal business operations.

- Use a single account for multiple companies or locations. Each account is intended for a single company. Sub-users under an account must be limited to sales representatives or employees of that specific company. It is not permissible to use one account for multiple companies, subsidiaries, or locations.
- Reverse engineer, decompile, or disassemble the Software.
- Use the Services to develop a competing product or service.

The Company retains all rights, title, and interest in and to the Services, Software, and associated documentation, including any modifications or derivative works.

4. Customer Responsibilities

- **Assistance:** The Customer shall provide necessary information and assistance to the Company to enable the delivery of the Services. The Customer is responsible for the accuracy and timeliness of this information.
- **Compliance with Laws:** The Customer shall comply with all applicable laws, including data privacy regulations, in connection with its use of the Services.
- **Content Ownership and Responsibility:** The Customer retains ownership of all Customer Content. The Customer is solely responsible for ensuring that all content uploaded to the platform complies with applicable intellectual property laws and that the Customer has the necessary rights to use and upload such content. The Customer agrees to notify the Company if any trademarked or protected content is uploaded to the system. The Company is not liable for verifying the rights to Customer Content.

5. Indemnification

- **Indemnification for IP Claims:** The Customer shall indemnify, defend, and hold harmless the Company and its directors, officers, employees, and agents from any claims, damages, losses, liabilities, costs, and expenses (including reasonable attorneys' fees) arising out of or related to any claim that the Customer Content infringes or misappropriates any patent, copyright, trademark, trade secret, or other intellectual property right of a third party.
- **Indemnification for Misrepresentation and Measurement Inaccuracies:** The Customer shall also indemnify, defend, and hold harmless the Company and its directors, officers, employees, and agents from any claims, damages, losses, liabilities, costs, and expenses (including reasonable attorneys' fees) arising out of or related to (a) any misrepresentations made by fence companies using the Services, or (b) any inaccuracies or misreadings in measurements that occur while using the Services.

6. Disclaimer of Warranties

The Company provides the Services “as is” and makes no warranties, whether express, implied, statutory, or otherwise, including warranties of merchantability or fitness for a particular purpose. The Company does not warrant that the Services will be error-free or uninterrupted or that all defects will be corrected. The Company shall not be liable for any errors in measurements or for any misrepresentations made by fence companies using the Services.

7. Payment Terms

Invoicing and Automatic Billing: The Company will automatically bill the Customer as specified in the Schedule. The payment method on file will be charged on the scheduled billing date. The Customer agrees to maintain a valid payment method on file at all times. All fees are non-refundable.

Payment Terms: Charges will be automatically deducted from the payment method on file on the billing date specified in the Schedule. If a payment method fails, the Customer will be notified and must update their payment information within 7 days. The Customer is responsible for ensuring that the payment method on file is up-to-date and has sufficient funds to cover the charges.

Suspension for Non-Payment: If the Customer fails to provide a valid payment method or if payment is not received due to insufficient funds or other issues, the Company reserves the right to suspend access to the Services. The Company will provide notice of the payment issue and allow a 15-day grace period to resolve it. If the issue is not resolved within this period, the Company may suspend the Customer’s access to the Services until the outstanding payment is received.

8. Subscription Term and Termination

- **Subscription Term:** The Subscription Term shall begin on the date the Customer first subscribes to the Services and shall continue either on a monthly or annual basis, as specified by the Customer at the time of subscription. The Subscription Term shall automatically renew for successive periods of the same duration (monthly or annual) unless either party provides notice of non-renewal at least 30 days prior to the end of the current Subscription Term.
- **No Shirt, No Shoes, No Service:** The Company reserves the right to suspend or terminate the Customer’s access to the Services at any time, for any reason, at the Company’s sole discretion. This includes, but is not limited to, conduct that the Company determines to be harmful to the business, other customers, or in violation of the terms of this Agreement.

- **Effect of Termination:** Upon termination of this Agreement, all rights granted to the Customer under this Agreement shall immediately cease, and the Customer shall pay any outstanding fees for the remaining duration of the current Subscription Term.

9. Confidentiality

Both parties agree to maintain the confidentiality of any proprietary or confidential information received from the other party and to use such information solely for purposes of fulfilling their obligations under this Agreement. Confidentiality obligations shall survive the termination of this Agreement.

10. Limitation of Liability

10.1 No Liability:

To the fullest extent permitted by applicable law, the Company shall not be liable to the Customer or any third party for any direct, indirect, incidental, special, consequential, exemplary, or punitive damages, including, but not limited to, loss of profits, revenue, business opportunities, data, or use, arising out of or related to this Agreement or the use or inability to use the Services, even if the Company has been advised of the possibility of such damages.

10.2 Acknowledgment of No Liability:

The Customer acknowledges and agrees that the Company is providing the Services “as is” and “as available” and that the Company expressly disclaims any and all warranties, whether express, implied, statutory, or otherwise, including, but not limited to, any implied warranties of merchantability, fitness for a particular purpose, title, and non-infringement. The Customer further agrees that the entire risk arising out of the use or performance of the Services remains with the Customer.

10.3 Complete Disclaimer of Liability:

In no event shall the Company’s total liability to the Customer for any claims, damages, or losses, whether arising in contract, tort (including negligence), strict liability, or otherwise, exceed the amount paid by the Customer to the Company under this Agreement in the twelve (12) months preceding the event giving rise to such liability. However, the Customer acknowledges that even this amount is disclaimed and that the Company’s intent is to completely disclaim all liability to the fullest extent allowed by law.

10.4 Acknowledgment by Customer:

The Customer acknowledges and agrees that this limitation of liability reflects a fair allocation of risk and is a fundamental element of the basis of the bargain between the parties. The Services would not be provided without such limitations, and the Customer understands and accepts that the Company has no liability under this Agreement.

11. General Provisions

- **Governing Law:** This Agreement shall be governed by and construed in accordance with the laws of the State of Michigan, without regard to its conflict of laws principles.
- **Dispute Resolution:** The parties shall attempt to resolve any disputes arising out of this Agreement amicably through negotiation. If unresolved, either party may seek resolution through legal means.
- **Assignment:** The Customer may not assign this Agreement without the prior written consent of the Company.
- **Entire Agreement:** This Agreement constitutes the entire understanding between the parties and supersedes all prior agreements, whether written or oral, relating to the subject matter hereof.

12. Security and Data Protection

- **Security Measures:** The Company implements industry-standard security measures to protect the integrity and confidentiality of Customer Content. However, the Customer is responsible for maintaining the security of their account credentials and any activities that occur under their account.
- **Data Breach Notification:** In the event of a data breach that affects the Customer's data, the Company will notify the Customer without undue delay, providing information on the nature of the breach, the data affected, and the steps being taken to mitigate the impact.
- **Limitation of Liability for Security Breaches:** The Company shall not be liable for any damages or losses arising from security breaches, including unauthorized access to the Customer's account or data, except where such breach is directly caused by the Company's gross negligence or willful misconduct.

13. Disaster Recovery and Backup

The Company maintains regular backups of Customer Content and will use reasonable efforts to restore data in the event of a system failure. However, the Company does not guarantee that all Customer Content can be fully restored.

14. Force Majeure

The Company shall not be liable for any failure to perform due to causes beyond its reasonable control, including but not limited to cyberattacks, government restrictions, or other similar incidents that prevent the delivery of the Services.

15. Compliance with Laws

Both parties agree to comply with all applicable laws and regulations related to data protection, including but not limited to the General Data Protection Regulation (GDPR) and the California Consumer Privacy Act (CCPA), as applicable based on the Customer's location and operations.

16. Changes to the Agreement

The Company reserves the right to modify or update the terms of this Agreement at any time. If any changes are made, the Company will provide the Customer with notice of the changes at least 30 days before the changes take effect. The Customer's continued use of the Services after the effective date of the changes will constitute acceptance of the updated terms. If the Customer does not agree to the updated terms, they may terminate the Agreement in accordance with the termination provisions set forth in Section 8.

17. Final Acknowledgment

Thank you for choosing RealityFence as your partner. We appreciate your business and are committed to providing you with the best possible service. If you have any questions or concerns about this Agreement or our services, please don't hesitate to reach out to us. We're here to help!