

Lease Terms & Conditions

Last updated: May 2026

These Lease Terms and Conditions (these “Terms”) apply to all products and accessories (collectively, “Product(s)”) that are leased from TrueLook, Inc. (“TrueLook”) and related Subscription services (“Subscription(s)”) that are purchased from TrueLook by any individual or organization (together with any of its representatives, designees or related users, “Customer”). These Terms may be updated by TrueLook from time to time in its discretion, by publication to TrueLook’s website (<https://truelook.com>, the “Website”), and/or its mobile application (including all information available through the application, the “Application” and, together with the Website, the “Site”), and will be applicable to any lease of Products or use of Subscription services after written communication to Customer of the update. These Terms will supersede any inconsistent or contradictory terms or conditions, express or implied, in all Leases (as hereinafter defined), requests for quotes, acknowledgments, confirmations or other procurement documents exchanged between Customer and TrueLook (collectively, “Procurement Documents”), unless the Procurement Documents make express reference to amendment, modification or deletion of one or more of these Terms.

I. Products and Subscriptions

1. Rental of Products

TrueLook is leasing to Customer the Products listed on the cover page of any Lease Agreement (“Lease”) signed between TrueLook and Customer, in each instance subject to these Terms as they may be modified, for the period of time specified in the Lease (the “Lease Term”).

2. Shipment and Delivery of Products

Unless otherwise agreed in writing between Customer and TrueLook, TrueLook will select the carrier, the mode of shipment, the packaging, and the extent of any insurance against loss or damage to Products during shipment. TrueLook will cover outbound shipping costs for all leased cameras. However, customers will be responsible for any freight shipping charges associated with non-penetrating roof mounts (NPRMs), solar equipment, and trailers. Additionally, the Customer will be responsible for covering all return shipping costs for leased

products, including cameras and solar equipment, at the time of return. Return shipping for trailers is invoiced in the original lease invoice. Any applicable insurance, customs fees, or duties remain the responsibility of the Customer. Products will be shipped to the address listed on the applicable Procurement Document. Re-routing of shipments may incur additional charges. Title and risk of loss of the Products will remain with TrueLook until delivered to the Customer. TrueLook will prepare and pack Products for shipment in accordance with its customary practices and Product specifications. If the Customer cannot accept delivery within three (3) months of the order date, TrueLook reserves the right to cancel the order and issue a refund, unless other arrangements have been made in advance. For clarity, if a customer cancels the lease within thirty (30) days of shipment, the customer remains responsible for all return shipping costs.

3. Damaged Shipment

If equipment arrives damaged, the Customer must either return the shipment or sign the bill of lading as damaged and report the issue to TrueLook within 24 hours of receiving the shipment. The report must include detailed photographs of the damaged goods and a description of the damage. Failure to report damages within the specified timeframe may affect available remedies or recourse. It is crucial to retain all original packaging material and damaged goods, as they may be required for inspection or processing of a damage claim.

4. Installation

Customer is responsible for the installation of the Products unless otherwise agreed by TrueLook. It is the Customer's responsibility to install the Products in accordance with all applicable laws, codes, rules, regulations, requirements, and safety standards, and with the installation instructions provided by TrueLook. Notwithstanding the foregoing, upon Customer's request, TrueLook may provide installation assistance, either directly or through a contractor, on mutually agreed terms. For safety and product reliability, all TrueLook equipment must be installed on a safe, stable, and structurally sound surface—such as a building, trailer, pole mount, utility pole, or other appropriate fixed or secured structure. Equipment may not be mounted to trees, unsecured piping or conduit, or any other non-rigid or potentially unstable surface. Mounting equipment to surfaces that are not capable of withstanding environmental factors like wind, vibration, or weight load may compromise the Product's function and void the Limited Product Warranty. Customer is responsible for ensuring that all mounting surfaces are suitable for long-term deployment in construction or outdoor environments, even if temporary in nature. Installations that deviate from TrueLook's recommendations or occur without appropriate consultation may result in damage, suboptimal performance, or loss of warranty coverage.

5. Subscription Period

Unless otherwise agreed in writing between Customer and TrueLook, Subscription services will be provided on a subscription basis, commencing ten (10) days after shipment of the related Product, and shall continue until the Lease Term expires. Customer will continue to be billed for leased Products and related Subscription services after the Lease Term until the Products are received by TrueLook. If the Customer does not return leased Products to TrueLook within ten (10) days after the Lease Term expires, the Lease Term will automatically extend on a month-to-month basis until the Customer gives notice to terminate and returns the Product to TrueLook. Customer may terminate a Lease and related Subscriptions after the stated Lease Term by returning Products in accordance with these Terms, or thereafter by contacting its sales representative or calling 1-833-TRUELOOK.

6. Service Coverage

Coverage maps provide estimated wireless coverage areas outdoors. Actual service area, coverage, and quality may vary without notice, depending on a variety of factors such as network capacity, terrain, and weather. Outages and interruptions in service may occur, and service speed may vary. You agree that TrueLook will not be liable for problems relating to service availability or quality.

7. Customer Responsibilities

To ensure safety, the Customer must keep all safety and operating information, including manuals, log books, and warning labels, attached to or near Products and ensure they are brought to the attention of every person operating or utilizing the Products. Any alteration, defacement, erasure, or removal of identifying marks, plates, or numbers on or in the Products are strictly prohibited. Customer will be responsible for complying with any maintenance or service schedule for the Products, if provided by TrueLook.

8. Payment

Lease payments and Subscriptions are payable in United States Dollars in advance each month during the Lease Term. TrueLook reserves the right to terminate Subscription services to Customer for non-payment, without affecting amounts otherwise owed by Customer pursuant to

the Lease. A fee of 5% the amount due will be payable on amounts past due for 10 days, and thereafter will accrue interest at the rate of 1.5% per month. The customer will also be responsible for collection costs and expenses, including attorneys' fees, incurred by TrueLook to collect any past due balance. All quotes are valid for thirty (30) days unless sooner withdrawn by TrueLook prior to Customer acceptance. The customer will be responsible for paying any applicable taxes. CUSTOMER AGREES THAT IF A CREDIT OR DEBIT CARD IS PRESENTED TO PAY FOR CHARGES OR TO GUARANTEE PAYMENT, CUSTOMER AUTHORIZES TRUELOOK TO CHARGE THE CREDIT OR DEBIT CARD ALL AMOUNTS PAYABLE PURSUANT TO THE PROCUREMENT DOCUMENTS AND CHARGES SUBSEQUENTLY INCURRED BY CUSTOMER, INCLUDING BUT NOT LIMITED TO, LOSS OF OR DAMAGE TO, OR FAILURE TO RETURN, PRODUCTS.

9. Maintenance

During the Lease Term, TrueLook will provide remote support to Customer to maintain the Products in reasonably good working condition. Support does not include on-site visits, unless otherwise agreed by TrueLook (and subject to applicable charges). Customer is responsible for returning Products to TrueLook in good working condition at the expiration of the Lease Term, subject to ordinary wear and tear. Product technical support and maintenance services during the Lease Term are otherwise governed by the terms of the tier of Subscription service associated with the Product as selected and maintained by Customer.

10. Damages

Customer will be responsible if Products are lost, stolen, or sustain damage other than normal wear and tear, including Products that are damaged due to misuse, abuse, mishandling, or alterations by the Customer (collectively referred to as "Damage" or "Damaged", as applicable). TrueLook will have full discretion to determine whether Damaged Products will be repaired or replaced. If TrueLook elects to repair Damaged Products, Customer shall be liable for the actual cost of repair charged by TrueLook. If TrueLook elects to replace Damaged Products, Customer agrees to pay the current retail price for a replacement Product, which replacement Product shall be owned by TrueLook and leased to Customer in accordance with these Terms.

11. Customer Return of Products

Within ten (10) days of expiration of the Lease Term, Customer shall promptly return leased Products to TrueLook. Customer shall return Products to TrueLook at Customer's expense and

free from Damage and in the same condition and appearance as when received by Customer, subject to ordinary wear and tear. Ordinary wear and tear means only natural deterioration of Products resulting from regular and reasonable use during the Lease Term. Damage resulting from lack of servicing or preventative maintenance as stated in the manufacturer's operation and maintenance manual, dents, bending, tearing, staining, corrosion, misalignment, extreme wind, water, flooding, weather-related causes, customer alteration, or any other form of damage that deviates from what is considered ordinary and reasonable in the equipment rental industry, shall not be considered reasonable wear and tear. The customer will comply with all shipping and handling instructions provided by TrueLook for returns. Customer retains all risk of loss to Products until delivery to TrueLook in the condition required by these Terms. If any Products are not returned within thirty (30) days after expiration of the Lease Term, Customer agrees to pay the current retail price to purchase the non-returned Products or TrueLook may retake possession of the Products, in TrueLook's sole discretion. Leased Solar Trailer shipment costs to and from the Customer's jobsite will be billed to the Customer in the initial invoice. TrueLook will schedule all Canadian shipments to and from Customer jobsite on behalf of Customer, and the shipping costs will be billed to Customer.

12. Insurance

Customer shall procure and maintain the following insurance coverages during the Lease Term: a) general liability insurance with limits of no less than \$1,000,000 per occurrence and \$2,000,000 aggregate; b) property insurance covering all risks of damage or loss to leased Products, with coverage equal to the replacement cost of the Products; and c) workers' compensation coverage and primary employers' liability coverage for any workers' compensation benefits incurred or claimed by Customer's agents, employees, and representatives. Customer shall provide and maintain a current certificate of insurance evidencing that TrueLook is named as an additional insured and loss payee with respect to losses to the Products. Customer's insurer shall also agree to provide notice of cancellation or reduction of insurance coverage to TrueLook.

II. Website and Application

1. Use of Site Content

The Site may be used only as intended in connection with the purchase of Products. Other than as expressly permitted in the next paragraph, Customer may not copy, reproduce, distribute, transmit, display, perform, publish, license, modify, translate, adapt, create derivative works from, transfer, sell or otherwise exploit the Site or any content, information, software (including without limitation any software components of the Products related to the Site),

Products or Subscriptions obtained from the Site without TrueLook's prior written consent. The Site and any software components of the Products related to the Site are not being sold, but are made available to Customer on a limited, software-as-a-service basis.

Notwithstanding the foregoing, unless and until Subscription services have been terminated in accordance with these Terms, TrueLook grants Customer a limited, non-exclusive, non-sublicensable and nontransferable right to (a) display the Site; (b) subject to any expressly stated restrictions or limitations relating to specific material, electronically copy material on the Site; (c) download and install the Application to a personal computer or smart phone or other mobile device that is compatible with the Application and is owned or otherwise controlled by Customer (each, a "Mobile Device"); (d) print hard copy portions of material from the Site; and (e) access, stream and use on any personal computer or Mobile Device any information made available in or otherwise accessible through the Site, in each case (i) strictly in accordance with these Terms and any other terms of use made available within the Site and (ii) solely for Customer's own internal, noncommercial, lawful use. Violation of these Terms may subject Customer to damages and penalties under copyright and other laws.

You may not decompile, disassemble, or reverse engineer the Site or any portion thereof, or attempt to gain unauthorized access to the Site, any portion thereof, or any other computer systems, social media, or mobile platforms through the Site. You agree that you will not use the Site in any manner that could damage, disable, overburden, or impair the Site or interfere with any other party's use and enjoyment of the Site. You may not obtain or attempt to obtain any materials or information through any means not intentionally made available or provided through the Site.

The Site may contain hyperlinks to web pages of third parties. TrueLook will have no liability for the contents of such web pages and does not make representations about or endorse such web pages or their content.

The Site may publish additional terms and conditions applicable to its use, all of which are incorporated by reference in these Terms. Prior to use of Products and Subscriptions, Customer agrees to review TrueLook policies posted on the Site.

2. Site Access

TrueLook may use automatic means (including, for example, cookies, web beacons or other identifiers) to collect information about Customer's personal computer or Mobile Device and about Customer's use of the Site. Certain personal information of users may be required as a condition to downloading, installing, or using the Site or certain of its features or functionality, and the Site may provide users with opportunities to share personal information with others. Site users are responsible for maintaining the confidentiality of login identification and password

information, and for restricting access to any personal computer or Mobile Device used to access the Site. Customer agrees to accept responsibility for all activities that occur under a registered login and password.

3. Intellectual Property

The Products, the Subscription service, and the Site contain copyrighted materials, trademarks, and proprietary data, research, and other information belonging to TrueLook or used with permission of licensors of TrueLook. TrueLooks and its licensors own all right, title and interest in and to the Site, and all content and materials on the Site, including without limitation all text, photos, videos, graphics, art, user input, interfaces, features, functions, button icons, data compilations, software, code and materials, the design and organization of the Site, trademarks and logos, audio, sound recordings and video recordings. Customer will retain ownership of its photos, data, video recordings, and other content associated with purchased Products, provided that TrueLook may restrict access and dispose of any such Customer content after Subscriptions are terminated

III. Privacy and Confidentiality

Customer agrees to treat any non-public information provided by TrueLook as confidential, and will not use or disclose such information to any third party, except to the extent required by law

Customer grants TrueLook a non-exclusive, transferable, royalty-free, worldwide license to use, reproduce, modify, adapt, publish, create derivative works from, distribute, perform, promote, and display any content from purchased Products and Subscriptions. The customer will have the opportunity to opt out of this permission in writing. Notwithstanding the foregoing, without Customer's prior written approval, TrueLook will not sell, share, or rent to third parties any personal, non-Product data, such as mobile photo uploads, imported files, usernames, email addresses, or other contact information. TrueLook and/or its vendors may use any anonymized and aggregated data that is derived from the processing of Customer data or access or use of Subscriptions, and any statistical or other analysis, information, or data derived from anonymized or aggregated data shall be the exclusive property of TrueLook. Customer agrees that TrueLook may refer to Customer as a customer of TrueLook in its sales and marketing materials.

TrueLook may provide Customer with TrueLook marketing content, at TrueLook's expense, for Customer's use within its reasonable discretion. Customer will not (a) promote or market any Product in any manner that is inconsistent with the Product's intended use or any other express written instructions provided by TrueLook; or (b) create, alter or use any TrueLook materials in

any manner to which TrueLook objects.

TrueLook may use images, video, and other media content collected through its Site for the development, training, and enhancement of artificial intelligence (AI) and machine learning (ML) models as part of its products and services. Before any content or data is used for AI/ML purposes, it will be anonymized and aggregated to ensure that no personally identifiable information is included. The use of data will comply with applicable data protection laws, and personal data will be excluded from processing and handled according to TrueLook's published privacy policy. Due to the nature of AI and ML, information generated by these features may occasionally be incorrect or inaccurate. AI/ML features are not human and should not replace human oversight. Content and usage data may also be used to enhance and improve TrueLook's products and services, but only in compliance with these Terms.

IV. Use of Products

Customer will use the Products in compliance with their intended use and any written instructions provided by TrueLook. Customer acknowledges that the Products are authorized for sale and use only within the United States and select countries outside the United States.

Each party will comply with all applicable laws and regulations related to its activities under these Terms. Customer agrees that the Products and Subscriptions are designed to be used for general video recording of job site activities, and specifically shall not be used to gather any biometric identification information of persons on its premises.

Customer further acknowledges that (a) the detection of moving objects in the monitored area is not guaranteed, (b) weather conditions such as heavy rain or snow may affect detection accuracy, (c) being too close or too far from any given scene can affect accuracy, (d) video analytics do not cope well with high noise levels, low contrast or blurred objects, and cannot detect anything not visible in the image (if for example the whole scene is too dark) and therefore artificial lighting is always advisable for use of video analytics at night, (e) fast moving objects close to the camera may not be detected and slow moving objects far from the camera may not be detected, (f) the quality of video content analysis depends heavily on environmental conditions such as: visibility conditions like day, night, fog or occluding objects; cameras on poles shaking due to wind; vegetation moving in the wind; reflections and shadows; or too many objects are in the field of view to be tracked in realtime by the video analytics.

VI. Security Recordings

The security recording feature of TrueLook software is intended for capturing and storing footage locally on an SD card, allowing users to retrieve recordings as needed for specific

incidents and legitimate purposes related to security, theft, burglary, trespassing, insurance disputes, accidents, training, and more. To ensure responsible use of Subscription services, TrueLook encourages Customers to exercise judgment and avoid excessive and unnecessary fetching of every recording. TrueLook reserves the right to implement measures to limit, throttle, or restrict access to the video fetching feature in cases of excessive abuse or violation of this policy.

Failure to adhere to these guidelines may result in restrictions or termination of access to Subscription services.

VII. Live Streaming Video

The live video feature provided by TrueLook is designed to offer users the ability to access real-time video footage on demand for legitimate purposes such as monitoring construction sites, overseeing projects, or ensuring security. To maintain the integrity and optimal performance of Subscription services, TrueLook live video is intended to be accessed when necessary and actively monitored live by authorized users. It may not be used for constant or uninterrupted streaming. Users are explicitly prohibited from employing media streamers, digital signage, specialized media center software, or any other mechanisms to continuously stream, display, or show live video without prior authorization. If there is a legitimate need for using such mechanisms or having a continuous live video stream, the Customer must obtain written authorization from TrueLook and may incur additional terms, fees, or limitations.

VIII. Job-Site Monitoring False Alarm Management Policy

To ensure efficient and effective monitoring of job sites, TrueLook requires that Customers accurately manage and communicate their monitoring needs, particularly during periods when guards are on-site or when unscheduled work is taking place and camera location adjustments occur.

False Alarm Threshold: If a monitored job site triggers three or more false alarms within any given monitoring cycle, TrueLook reserves the right to temporarily pause monitoring services for the site until the beginning of the next monitoring period. The monitoring cycle is defined as the next scheduled monitoring window.

Definition of False Alarms: A false alarm occurs when emergency services are contacted due to unadjusted monitoring hours, or when services are not paused during periods of on-site personnel, security guards, or unscheduled activities, resulting in unnecessary

charges to TrueLook.

Reinstatement of Service: Monitoring will resume automatically at the start of the following monitoring cycle.

TrueLook reserves the right, where applicable, to review and charge Customers for excessive false-alarm incidents beyond the initial three, to cover costs incurred due to repeated failure to follow monitoring procedures.

The monitoring service provided by TrueLook and its third-party vendors necessarily involves the exercise of human discretion in identifying security issues and determining when and how to escalate perceived security situations. Customer acknowledges that TrueLook is not an insurer and the Subscription service is not capable of eliminating all security threats, and that neither TrueLook nor its third-party vendors will be responsible for any loss or damages that Customer or its officers, employees, invitees or agents may incur arising out of or related to any security threat or otherwise, except as expressly provided in these Terms.

IX. Solar Power Terms (for Mobile Solar Trailers and Standard Solar Packages)

- Changes in weather conditions
- Limited direct sunlight exposure
- Growth of vegetation or foliage
- Shadows cast by structures, vehicles, or construction activity
- Accumulation of dust or dirt on solar panels, particularly in areas with morning dew or unpaved surfaces
- Snow or frost buildup on panels
- Debris such as leaves or trash obstructing solar panels.

Due to these factors, power interruptions are likely during the project, which may impact system functionality. Customer understands and acknowledges the following responsibilities related to its use of solar-powered Products:

1. Customer must maintain a secondary power source at the site.
2. Customer is responsible for keeping solar panels free of obstructions, including snow, dirt, and debris, to maintain sunlight exposure.
3. Customer must not tamper with or relocate solar panels, except for clearing obstructions in a manner that does not damage the system.
4. In the event of a power interruption at the site, Customer is responsible for any costs incurred to restore system functionality.

5. Any movement of solar panels or related equipment must be performed by an authorized TrueLook technician or subcontractor. Unauthorized relocation may result in additional fees for repairs or reinstallation.
6. If solar panel placement requires adjustment due to changing site conditions (e.g., vegetation growth, new structures, or construction progress), Customer is responsible for associated service costs.
7. Customer will be responsible for any service fees if a service visit is required to recharge or replace batteries due to insufficient solar power.

X. Indemnification

Subject to limitations set forth in these Terms, TrueLook agrees to indemnify, hold harmless and defend Customer and its officers, directors, employees and agents against all claims, actions, suits, proceedings, liabilities, losses, damages, costs, or expenses of any kind, including attorneys' fees and litigation expenses (together, "Losses"), arising out of or in connection with a breach by TrueLook of its express obligations or warranties under these Terms or any Procurement Documents.

Except for matters arising out of TrueLook's obligations and warranties pursuant to these Terms, Customer shall indemnify, defend, and hold TrueLook and its officers, directors, employees and agents harmless from and against all Losses arising in any manner out of or in connection with: (i) a breach by Customer of these Terms or the Procurement Documents; (ii) any other matter arising out of the conduct of Customer's business or its use of Products and Subscription services.

Each party shall give the other party prompt written notice of any claim pursuant to this section. Neither party shall settle any claim against the other without first obtaining the other's prior written consent, which shall not be unreasonably withheld, delayed, or conditioned.

XI. Limitation of Liability

CUSTOMER ACKNOWLEDGES AND AGREES THAT TRUELOOK WILL NOT BE LIABLE FOR INDIRECT, SPECIAL, PUNITIVE, INCIDENTAL, CONSEQUENTIAL, OR REPUTATIONAL DAMAGES ARISING IN CONNECTION WITH THESE TERMS OR ANY PROCUREMENT DOCUMENT, OR FOR LOSS OF PROFITS, REVENUE, TIME, OPPORTUNITY, OR DATA, REGARDLESS OF THE FORM OF ACTION OR BASIS OF THE CLAIM, AND REGARDLESS OF WHETHER TRUELOOK IS OR SHOULD have been AWARE OF THE POSSIBILITY OF

SUCH DAMAGES.

WITH RESPECT TO ANY MONITORING SERVICES (“Monitoring Service”) OFFERED BY TRUELOOK OR ITS VENDORS: to the maximum extent permitted by law, TrueLook shall not be liable whether in contract, tort or otherwise, for any loss, damage or expense of any kind whatsoever, consequential or otherwise, arising out of or in connection with the operation, non-operation or faulty operation of the Monitoring Service, the communication path or the monitoring station, howsoever caused, or arising by reason of any failure of TrueLook to respond to any conditions arising at the monitored property requiring action by TrueLook or its vendors (“Alarm Conditions”), or from any other cause, whether or not such act, omission or neglect on the part of TrueLook, its vendors, employees or agents, amounts to a fundamental breach of this Agreement. TrueLook and its vendors shall have no liability arising out of any incidents involving a failure, delay or refusal to respond to an Alarm Condition on the part of any law enforcement, emergency services, first responders, or other persons or any other party.

Monitoring Services MAY require an alarm permit from your local municipality to provide a police response. Information provided by TrueLook regarding the requirements for obtaining an alarm permit may not always be up-to-date or accurate due to changes in websites, local ordinances, or regulations. Customer is responsible for confirming the current regulations and procedures for obtaining an alarm permit with local municipalities or law enforcement offices, and compliance with all applicable laws and regulations. Many municipalities will not dispatch police if a permit is not on file. If this occurs, TrueLook recommends confirming the site intrusion via Live Feed and contacting local police directly to dispatch as a 911 call. Monitoring Services are intended for use on closed and non-publicly accessible work sites. TrueLook does not guarantee the capture of all events, which can vary based on the site conditions, lighting, layout, and other factors. Monitoring Services are primarily designed to be a detection aid alongside other security measures such as adequate lighting, fencing, locks, motion sensors, etc. , that the Customer is responsible for maintaining. The customer is responsible for paying any fines resulting from false alarms.

In the event TrueLook refers a third party to provide any services to Customer, such as installation or repair services, Customer acknowledges and agrees that such services are being provided by a third-party independent contractor and that TrueLook’s role is solely to coordinate such services for Customer. Customer agrees that TrueLook shall have no liability with respect to the contractual obligations or the acts or omissions of independent service providers. TRUELOOK’S ENTIRE LIABILITY, AND CUSTOMER’S EXCLUSIVE REMEDY, FOR DAMAGES OR LOSSES INCURRED BY CUSTOMER FROM ANY CAUSE, REGARDLESS OF THE FORM OF ACTION, ARISING UNDER THESE TERMS OR ANY PROCUREMENT DOCUMENT, OR OTHERWISE RELATED HERETO OR THERETO, INCLUDING, WITHOUT LIMITATION, LOSSES TO PERSONS (INCLUDING PERSONAL INJURY OR DEATH) AND PROPERTY, WILL NOT EXCEED THE PRICE PAID BY CUSTOMER FOR THE PRODUCT THAT IS THE BASIS FOR THE CLAIM.

THE FOREGOING LIMITATION OF LIABILITY AND REMEDY LIMITATION REPRESENTS THE AGREED ALLOCATION OF RISK BETWEEN THE PARTIES COMMENSURATE WITH THE TERMS OF AGREEMENT BETWEEN THE PARTIES AND TRUELOOK'S PRICING OF PRODUCTS AND SERVICES, AND IS AN ESSENTIAL ELEMENT OF THE BASIS OF THE BARGAIN BETWEEN THE PARTIES. CUSTOMER ACKNOWLEDGES THAT TRUELOOK WOULD NOT HAVE SOLD PRODUCTS AND SERVICES TO CUSTOMER WITHOUT THE FOREGOING LIMITATION OF LIABILITY AND REMEDY LIMITATION.

XII. Miscellaneous

No agency, partnership, joint venture, employment, or franchise relationship is intended or created by these Terms. These Terms are governed by the laws of the State of North Carolina, United States, without regard to its conflict-of-law provisions, and each party agrees and submits to the personal and exclusive jurisdiction of the state and federal courts of Forsyth County, North Carolina. If any provision of these Terms is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavor to give effect to the parties' intentions as reflected in such provision, and the other provisions of the Terms will remain in full force and effect. The prevailing party in any proceeding related to the subject matter of these Terms shall be entitled to recover from the non-prevailing party reasonable attorney fees and court costs incurred in connection with the proceeding. No change or modification of any of the provisions of these Terms or any Procurement Document will be effective unless it is in writing and signed by a duly authorized representative of each party. Customer will not, without the written consent of TrueLook, assign or transfer Terms or any Procurement Document or any rights or obligations hereunder or thereunder. TrueLook may assign or transfer these Terms or any Procurement Document to any affiliate or to an entity acquiring majority ownership of TrueLook's business by merger, sale of assets, or otherwise. Any attempted assignment in violation of the foregoing will be null and void.