

THE INFORMATION IN THIS BOX IS NOT A PART OF THE CONTRACT AND IS FOR COUNTY USE ONLY

Contract Number
22-248

SAP Number

San Bernardino County Fire Protection District

Department Contract Representative	Dan Munsey
Telephone Number	909-387-5779
Contractor	WG Connect, LLC
Contractor Representative	
Telephone Number	
Contract Term	
Original Contract Amount	
Amendment Amount	
Total Contract Amount	
Cost Center	

Briefly describe the general nature of the contract:

This is a non-financial End User License Agreement with WG Connect, LLC, for embedded software in the pharmaceutical vending machines which shall remain in effect for as long as the San Bernardino County Fire Protection District continues to access or use the embedded software, or until terminated in accordance with the provisions of the End User License Agreement.

FOR COUNTY USE ONLY

Approved as to Legal Form

 FOR

Scott Runyan, Supervising Deputy County
Counsel

Date 3/22/22

Reviewed for Contract Compliance

►

Date

Reviewed/Approved by Department

►

Date

Last Updated: 2/4/2021

WG Connect, LLC, an Iowa limited liability company, (hereinafter "WG," "we," "our," or "us") provides the IQ Technology hardware products ("Products"), the website located at <https://iqtechportal.com/> and all associated sites linked to <https://iqtechportal.com/>, including the user account website that may be accessed at <https://iqtechportal.com/> (each a "Site"), services accessible through the Sites and any updates thereto ("Site Services"), and software that is embedded on the Products and any updates thereto ("Embedded Software").

This End User License Agreement (the "Agreement") governs your access to, and use of, the Embedded Software. This Agreement does not govern your use of the Products (excluding the Embedded Software), Sites, or Site Services (collectively, the "Services"). Your use of the Services is governed by the Terms of Service, which can be viewed [here](#) . Your purchase of any Product (excluding the Embedded Software) may further be governed by separate terms and conditions of sale provided with such Product.

PLEASE READ AND REVIEW THIS AGREEMENT CAREFULLY, AS IT CONSTITUTES A LEGAL AGREEMENT BETWEEN YOU AND WG. BY ACCEPTING THIS AGREEMENT THROUGH A PRODUCT OR SITE, OR BY ACCESSING OR USING THE EMBEDDED SOFTWARE, YOU ARE AFFIRMING THAT YOU HAVE READ, UNDERSTAND, AND UNCONDITIONALLY ACCEPT AND AGREE TO, AND THAT YOU HAVE THE RIGHT, AUTHORITY, AND CAPACITY TO ACCEPT AND AGREE TO, THIS AGREEMENT ON BEHALF OF YOURSELF OR THE ENTITY THAT YOU REPRESENT IN CONNECTION WITH THE ACCESS AND USE. IF YOU DO NOT AGREE WITH OR DO NOT HAVE THE RIGHT, AUTHORITY, OR CAPACITY TO ACCEPT AND AGREE TO ANY OF THE PROVISIONS OF THIS AGREEMENT, YOU MAY NOT ACCESS OR USE, AND MUST IMMEDIATELY CEASE ACCESSING AND USING, THE EMBEDDED SOFTWARE.

1. License

A. Grant of License

Subject to the terms and conditions of this Agreement, WG grants to you a limited, non-exclusive, nontransferable, non-sublicensable, license to use the Embedded Software as embedded in the Product solely for the purpose of operating the Product and to access and use the Embedded Software through the Sites and Site Services solely for the purpose of controlling and monitoring Products you own or are authorized to control and monitor during the Term (as defined below).

B. Restrictions

In consideration of the licenses granted herein, you acknowledge and agree to comply with U.S. and international copyright, patent, trade secret, and other intellectual property laws and regulations with respect to your use of the Embedded Software. You agree not to, and will not permit others to, use, copy, reproduce, republish, capture, download, upload, host, archive, post, display, publish, stream, transmit, broadcast, distribute, transfer, assign, license, sell, resell, make available to any third party, make derivative

works of, modify, translate, decompile, disassemble, reverse compile, reverse engineer, or commercially exploit in any way or for any purposes the Embedded Software, or any portion of the Embedded Software, except as explicitly authorized by this Agreement or by WG. Additionally, except to the extent prohibited by law, you agree not to remove from the Product, or transfer to any other computing device, the Embedded Software, use any portion of the Embedded Software on any device or computer other than the Product that you own or control, or remove or alter any trademark, logo, copyright, or other proprietary notices, legends, symbols, or labels in the Embedded Software.

2. Automatic Updates

WG may, from time to time, develop patches, bug fixes, updates, upgrades, and other modifications to improve the performance of the Embedded Software ("Updates"). These may be automatically installed without providing any additional notice or receiving any additional consent. You consent to any automatic Update. If you do not want such Updates, your remedy is to stop accessing and using the Embedded Software. If you do not cease using the Embedded Software, you will receive Updates automatically. You acknowledge that you may be required to install Updates to use the Product and the Embedded Software and you agree to promptly install any Updates WG provides. Your continued access and use of the Embedded Software is your agreement and consent to this Agreement.

3. Ownership

A. Intellectual Property

The Embedded Software and all worldwide copyrights, trade secrets, and other intellectual property rights therein are the exclusive property of WG and its licensors. WG and its licensors reserve all rights in and to the Embedded Software not expressly granted to you in this Agreement. The Embedded Software (and all copies thereof) is licensed to you, not sold, under this Agreement. Nothing in this Agreement shall be construed to confer any right, title, or interest in or to any intellectual property rights of WG or any third party, whether by estoppel, implication, or otherwise. You acknowledge and agree that the technology embedded in and used to create the Embedded Software constitutes the valuable trade secrets and know-how of WG, and to the extent you discover any such trade secrets, you will not disclose them to any third party.

B. Feedback

You may choose to submit comments, suggestions, or ideas about the Embedded Software, including how to improve the Embedded Software ("Feedback"). You hereby agree that such submissions are voluntary, gratuitous, unsolicited, and without restriction, and will not place us under any fiduciary or other obligation. By providing such submissions to us, you hereby do and shall assign to us, at no charge, all worldwide right, title, and interest in and to the Feedback and any intellectual property rights associated therewith. You acknowledge and agree that you have no expectation of compensation or confidentiality of any nature, and that we have no duties to you (including any duty to compensate you), with respect to such Feedback. You also agree that we do not waive any rights to use similar or related ideas previously known to us, developed by our employees or agents, or obtained from other sources.

Certain items of software included with the Product Software are subject to "open source" or "free software" licenses ("Open Source Software"). Some of the Open Source Software is owned by third parties. The Open Source Software is not subject to the terms and conditions of this EULA. Instead, each item of Open Source Software is licensed under the terms of the end user license that accompanies such Open Source Software. Nothing in this EULA limits your rights under, or grants you rights that supersede, the terms and conditions of any applicable end user license for the Open Source Software. If required by any license for particular Open Source Software, Nest Labs makes such Open Source Software, and Nest Labs' modifications to that Open Source Software, available by written request to Nest Labs at the email or mailing address listed below.

C. Open Source

Should the Embedded Software include any software components that are subject to an open-source copyright license agreement ("Open-Source Components"), your use of such Open-Source Components will be governed by, and subject to, the terms and conditions of the related open-source licenses. Nothing in this Agreement limits your rights under, or grants you rights that supersede, the terms and conditions of any applicable end user license for the Open-Source Components.

4. Term and Termination

A. Term

This Agreement and the limited license granted hereunder are effective on the date you first use the Embedded Software and shall remain in full force and effect for as long as you continue to access or use the Embedded Software, or until terminated in accordance with the provisions of this Agreement.

B. Termination by You

You may terminate this Agreement at any time by notifying WG in writing and discontinuing all use of and access to the Embedded Software.

C. Termination by WG

WG may terminate this Agreement at any time if we, in good faith, believe that you have accessed or used the Embedded Software in violation of, or otherwise violated, the terms and conditions of this Agreement.

D. Effect of Termination or Expiration

Immediately upon termination or expiration, the limited license granted hereunder will terminate and you must stop all use of the Embedded Software.

E. Survival

Notwithstanding the foregoing, Sections 1(b), 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, and 13 shall survive termination or expiration for any reason.

5. Agreed Usage and Limitations of Embedded Software

The Embedded Software is intended to be accessed and used for non-time-critical information and control of the Products, except as otherwise explicitly provided in your Purchase Agreement and/or Services Agreement. While we aim for the Embedded Software to be highly reliable and available, it is not error-free or 100% reliable and available. You acknowledge these limitations and agree that WG is not responsible for any damages allegedly caused by the failure or delay of the Embedded Software.

6. Warranty Disclaimer

NOTWITHSTANDING ANYTHING TO THE CONTRARY AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WG PROVIDES THE EMBEDDED SOFTWARE "AS-IS" AND "AS AVAILABLE" AND DISCLAIMS ALL WARRANTIES AND CONDITIONS, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, QUIET ENJOYMENT, ACCURACY, AND NON-INFRINGEMENT OF THIRD-PARTY RIGHTS. WG DOES NOT GUARANTEE ANY SPECIFIC RESULTS FROM THE USE OF THE EMBEDDED SOFTWARE. WG MAKES NO WARRANTY THAT THE EMBEDDED SOFTWARE WILL BE UNINTERRUPTED, FREE OF VIRUSES OR OTHER HARMFUL CODE, TIMELY, SECURE, OR ERROR-FREE.

YOU USE THE EMBEDDED SOFTWARE AT YOUR OWN DISCRETION AND RISK. YOU WILL BE SOLELY RESPONSIBLE FOR (AND WG DISCLAIMS) ANY AND ALL LOSS, LIABILITY, OR DAMAGES RESULTING FROM YOUR USE OF THE EMBEDDED SOFTWARE.

7. Limitation of Liability

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN ADDITION TO THE ABOVE WARRANTY DISCLAIMERS, IN NO EVENT WILL (A) WG BE LIABLE FOR ANY CONSEQUENTIAL, EXEMPLARY, SPECIAL, OR INCIDENTAL DAMAGES, INCLUDING ANY DAMAGES FOR LOST DATA OR LOST PROFITS, ARISING FROM OR RELATING TO THE EMBEDDED SOFTWARE, EVEN IF WG KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES, AND (B) WG'S TOTAL CUMULATIVE LIABILITY ARISING FROM OR RELATED TO THE EMBEDDED SOFTWARE, WHETHER IN CONTRACT OR TORT OR OTHERWISE, EXCEED TWO (2) TIMES THE FEES ACTUALLY PAID BY YOU TO WG OR WG'S AUTHORIZED RESELLER FOR THE EMBEDDED SOFTWARE AT ISSUE IN THE PRIOR TWELVE (12) MONTHS (IF ANY). THIS LIMITATION IS CUMULATIVE AND WILL NOT BE INCREASED BY THE EXISTENCE OF MORE THAN ONE INCIDENT OR CLAIM.

8. Confidentiality

"Confidential Information" shall mean the Embedded Software and all other information disclosed to you that WG characterizes as confidential at the time of its disclosure either in writing or orally, except for information which you can demonstrate: (a) is previously rightfully known to you without restriction on disclosure; (b) is or becomes, from no act or failure to act on your part, generally known in the relevant industry or public domain; (c) is disclosed to you by a third party as a matter of right and without restriction on disclosure; or (d) is independently developed by you without access to the Confidential Information. You shall use your best efforts to preserve and protect the confidentiality of the Confidential Information at all times, both during the Term hereof and for a period of at least three (3) years after termination of this Agreement, provided, however, that any source code you

receive shall be held in confidence in perpetuity. You shall not disclose, disseminate or otherwise publish or communicate Confidential Information to any person, firm, corporation or other third party without the prior written consent of WG. You shall not use any Confidential Information other than in the course of the activities permitted hereunder. You shall notify WG in writing immediately upon discovery of any unauthorized use or disclosure of Confidential Information or any other breach of this Agreement, and will cooperate with WG in every reasonable way to regain possession of Confidential Information and prevent any further unauthorized use. If you are legally compelled to disclose any of the Confidential Information, then, prior to such disclosure, you will immediately notify WG prior to such disclosure to allow WG an opportunity to contest the disclosure, assert the privileged and confidential nature of the Confidential Information, and cooperate fully with WG in protecting against any such disclosure and/or obtaining a protective order narrowing the scope of such disclosure and/or use of the Confidential Information. In the event such protection is not obtained, you shall disclose the Confidential Information only to the extent necessary to comply with the applicable legal requirements.

9. Export Compliance

The Embedded Software and related technology are subject to U.S. export control laws and may be subject to export or import regulations in other countries. You agree to strictly comply with all such laws and regulations and acknowledge that you have the responsibility to obtain authorization to export, re-export, or import the Embedded Software and related technology, as may be required. You will indemnify and hold WG harmless from any and all claims, losses, liabilities, damages, fines, penalties, costs, and expenses (including attorney's fees) arising from or relating to any breach by you of your obligations under this section.

10. Governing Law and Venue

By accessing or using the Embedded Software, you expressly agree that your rights and obligations shall be governed by and interpreted in accordance with the laws of the State of Iowa, excluding its choice of law rules. Any controversy, claim, or dispute arising out of or relating in any way to this Agreement or your access to or use of the Embedded Software, including alleged violations of state or federal statutory or common law rights or duties, (each a "Dispute") shall be brought in a federal or state court located in Polk County, Iowa, and each party irrevocably submits to the exclusive jurisdiction and venue of any such court in any such Dispute, except that WG may seek injunctive relief in any court having jurisdiction to protect its intellectual property or Confidential Information.

11. Disputes

Both you and WG (referred to collectively in only this Section 11 as "we") agree that we are committed to avoiding adversarial proceedings of any kind and to seeking instead a system for collaboration that will best serve the needs of all. Accordingly, if we find ourselves in disagreement, we each commit to dedicate our efforts towards bringing ourselves back into agreement as quickly as possible by talking together honestly, openly, in good faith, and with a commitment to a sense of fairness for all involved.

Most user concerns can be resolved quickly and to the user's satisfaction by emailing WG customer service at support@iqtechportal.com or contacting our customer support by phone at 515-271-8510. In the unlikely event that the WG customer service department is unable to resolve a complaint you may have (or if WG has not been able to resolve a dispute it has with you after attempting to do so informally), we each agree that such disputes shall be solely and exclusively resolved according to the procedures set forth in this Section 11, which shall survive any termination under this Agreement.

The provisions of this Section 11 may be enforced by any court of competent jurisdiction, and THE PARTY SEEKING ENFORCEMENT SHALL NOT BE ENTITLED TO AN AWARD OF ALL COSTS, FEES, AND EXPENSES, INCLUDING REASONABLE ATTORNEYS' FEES, EXCEPT THAT ANY ACTION IN THE INSTANCE WG MUST TAKE ACTION TO ENFORCE THIS AGREEMENT, THEN WG SHALL BE ENTITLED TO AN AWARD OF ALL COSTS, FEES, AND EXPENSES, INCLUDING ITS REASONABLE ATTORNEYS' FEES. Any controversy, claim, or dispute arising out of or relating in any way to our products and/or services shall be governed by and interpreted in accordance with the laws of the State of Iowa, excluding its choice of law rules. To the fullest extent permitted by applicable law, you agree to submit to the exclusive jurisdiction of the state and federal courts in or for Polk County, Iowa for the purpose of litigating all Disputes not required to be arbitrated as set forth below.

A. Agreement to Arbitrate

If we find that we are unable to reach resolution between ourselves by informal discussion, we agree to arbitrate any Dispute. This agreement to arbitrate is intended to be broadly interpreted. PLEASE READ THIS SECTION CAREFULLY, AS ARBITRATION IS MANDATORY, NOT PERMISSIVE. FOLLOW THE INSTRUCTIONS BELOW IF YOU WISH TO OPT OUT OF THE REQUIREMENT OF ARBITRATION ON AN INDIVIDUAL BASIS.

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, YOU UNDERSTAND AND AGREE THAT WE ARE EACH WAIVING THE RIGHT TO A TRIAL BY JURY AND WAIVING THE RIGHT TO PARTICIPATE IN A CLASS OR REPRESENTATIVE ACTION. This Agreement evidences a transaction in interstate commerce, and thus the Federal Arbitration Act governs the interpretation and enforcement of this arbitration provision.

This arbitration agreement does not preclude either of us from bringing an individualized action in small claims court. It also does not preclude either of us from seeking an individualized preliminary injunction or temporary restraining order, pending arbitration, in the state and federal courts in or for Polk County, Iowa. Nor does this arbitration agreement bar you from bringing issues to the attention of federal, state, or local agencies. Such agencies can, if the law allows, seek relief against us on your behalf.

B. Arbitration Notice

A party who intends to seek arbitration must first send to the other, by e-mail, a written Notice of Dispute ("Notice"). The Notice to WG should be sent to corporate.counsel@wittern.com. WG will send the Notice to you at the email and/or mailing addresses associated with your Account. Any Notice must describe the nature and basis of the Dispute and set forth the specific relief sought ("Demand"). If we do not reach an agreement to resolve the Dispute within sixty (60) calendar days after the Notice is received, either party may commence an arbitration proceeding.

C. Arbitration Rules

Any arbitration shall be administered by the American Arbitration Association (the "AAA") under its the Commercial Arbitration Rules and the Supplementary Procedures for Consumer Related Disputes (the "Arbitration Rules") as then in effect and as modified by this Agreement, which Arbitration Rules are deemed to be incorporated by reference in this Section 11. The Arbitration Rules are available online at www.adr.org or by calling the AAA at 1-800-778-7879. If the AAA is unavailable, the parties shall agree to another arbitration provider or the court shall appoint a substitute.

The arbitration shall be conducted by three (3) arbitrators (the "Tribunal"). Each party shall each have the right to appoint one (1) arbitrator and the third arbitrator (who shall serve as the chairman of the Tribunal) shall be appointed by the two party-appointed arbitrators within twenty (20) days after the date of the appointment of the last arbitrator appointed by or on behalf of the parties. Unless we agree otherwise in writing, the seat of the arbitration, and the place of all meetings and hearings in the arbitration, shall be in Des Moines, Iowa, U.S.A. The arbitration shall be conducted in English and all evidence submitted shall be submitted in English.

Nothing in this Agreement or the Arbitration Rules shall limit the rights of either party to engage in reasonable discovery including in the form of written discovery and depositions, whether fact or expert, in order to obtain information necessary to prosecute or defend the Dispute. The Tribunal shall have the right to order reasonable discovery in connection with any Dispute.

During the arbitration, the amount of any settlement offer made by either party shall not be disclosed to the arbitrator until after the arbitrator determines the amount, if any, to which the party is entitled.

The Tribunal is bound by this Agreement. All issues are for the Tribunal to decide, including issues relating to the scope, enforceability, and arbitrability of the arbitration provision.

Arbitration can decide only the individual Dispute and the Tribunal may not consolidate or join the claims of other persons or parties who may be similarly situated. No Disputes may be arbitrated on a class or representative basis. BY ENTERING INTO THE TERMS, YOU HEREBY IRREVOCABLY WAIVE ANY RIGHT YOU MAY HAVE TO JOIN CLAIMS WITH THOSE OF OTHERS IN THE FORM OF A CLASS ACTION OR SIMILAR PROCEDURAL DEVICE. ANY CLAIMS ARISING OUT OF, RELATING TO, OR CONNECTED WITH THE TERMS MUST BE ASSERTED INDIVIDUALLY. If this specific provision is found to be unenforceable, then the entirety of this arbitration provision contained in this Agreement shall be null and void.

In the event of any conflict between the Arbitration Rules and the provisions of this Section 11, the provisions of this Section 11 shall govern and control.

D. Cooperation

We agree to facilitate the arbitration by (i) cooperating in good faith to expedite (to the maximum extent practicable) the conduct of the arbitration, (ii) making available to one

another and to the Tribunal for inspection and extraction all documents, books, records, and personnel under their control or under the control of a person controlling or controlled by such party if determined by the Tribunal to be relevant to the Dispute, (iii) conducting arbitration hearings to the greater extent possible on successive business days, and (iv) using reasonable efforts to observe the time periods established by the Rules or by the Tribunal for the submission of evidence and briefs.

E. Fees, Costs, and Expenses

The costs and expenses of the arbitration, including the fees of the Tribunal, shall be borne equally by each party to the Dispute, and each party shall pay its own fees, costs, and expenses; provided that, subject to the limitation provided in Section 7 above, the Tribunal shall have the right to allocate the costs and expenses between each party as the Tribunal deems equitable.

F. Tribunal Decision

The Tribunal shall provide a comprehensive written decision with detailed findings of fact and conclusions of law. The Tribunal shall decide any such Dispute strictly in accordance with the governing law specified in Section 11 above. The Tribunal shall not have the authority to award damages against either party in excess of the limitations of liability set forth in Section 7.

A decision, award, or other action shall be considered the valid action of the Tribunal if supported by the affirmative vote of a majority of the arbitrators. The arbitration decision, award, or other action shall be final, conclusive, and binding on the parties and may be entered in, and enforced by, any court having competent jurisdiction. The parties expressly agree to waive the applicability of any laws and regulations that would otherwise give the right to appeal the decisions of the Tribunal so that there shall be no appeal to any court of law for the award of the Tribunal, and a party shall not challenge or resist the enforcement action taken by any other party in whose favor an award of the Tribunal was given.

G. 30-Day Opt-Out Provision

If you do not wish to be bound by the arbitration and class-action waiver provisions in this Section 11, you must notify WG in writing within thirty (30) days of the date that you first accept this Agreement (unless a longer period is required by applicable law). Your written notification must be e-mailed to WG at the following address: corporate.counsel@wittern.com Such notification must include your name, your Account email address, your mailing address, and a statement that you do not wish to resolve disputes with WG through arbitration. This notification affects this Agreement only; if you previously entered into other arbitration agreements with WG or enter into other such agreements in the future, your notification that you are opting out of the arbitration provision in this Agreement shall not affect the other arbitration agreements between you and WG. Subject to Section 11(H) below, if you do not notify WG in accordance with this Section 11(G), you agree to be bound by the arbitration and group litigation waiver provisions of this Agreement, including such provisions in any the Agreement revised after the date of your first acceptance.

H. Future Changes to Arbitration Provision

If WG makes any changes to this Section 11 of this Agreement (other than a change to the address at which WG will receive Notices, opt-out notifications, or rejections of future changes to Section 11), you may reject any such change by sending us written notice within thirty (30) days of the change to corporate.counsel@wittern.com. It is not necessary to send us a rejection of a future change to this Section 11 if you had properly opted out of the arbitration and group litigation waiver provisions in this Section 11 within the first thirty (30) days after you first accepted this Agreement. If you have not properly opted out of the arbitration and group litigation waiver provisions in this Section 11, by rejecting a future change, you are agreeing that you will arbitrate any dispute between us in accordance with the language of this arbitration provision, as modified by any changes you did not reject.

12. Exclusions and Limitations

This Agreement give you specific legal rights. In addition, you may also have other legal rights which vary from jurisdiction to jurisdiction. The disclaimers, exclusions, limitations of liability and governing law under this Agreement will not apply to the extent prohibited by applicable law. Additionally, some jurisdictions do not allow the exclusion of certain warranties or the limitation or exclusion of liability for incidental or consequential damages. Accordingly, some of the above limitations and disclaimers may not apply to you. To the extent WG may not, as a matter of applicable law, disclaim any implied warranty or limit its liabilities, the scope and duration of such warranty and the extent of our liability shall be the minimum permitted under such applicable law.

13. Miscellaneous

A. Eligibility

You may access and use the Embedded Software only if you have the legal capacity to form a binding contract with WG, you accept this Agreement through a Product or Site or by accessing or using the Embedded Software, and only if you are in compliance with this Agreement and all applicable local, state, national, and international laws, rules, and regulations.

B. Amendment

No amendment to this Agreement will be valid unless it is in writing and signed by both parties.

C. Section Headings

The headings used herein are for convenience only and have no legal effect.

D. Including

In this Agreement, the word "including" means "including, but not limited to."

E. Relationship of the Parties

Nothing herein is intended or shall be construed to create any association, partnership, employment, joint venture, or agency relationship between the parties. Neither party has any right or authority to assume or create any obligations of any kind or to make any representation or warranty on behalf of the other party, whether express or implied, or to bind the other party in any respect whatsoever.

F. Severability and Enforcement

The failure of WG to exercise or enforce any right or provision in the Agreement shall not constitute a waiver of such right or provision. If any provision of the Agreement is held invalid or unenforceable, that provision will be modified to the extent necessary to render it enforceable without losing its intent. If no such modification is possible, that provision will be severed from the rest of this agreement and will not impair the validity, legality, or enforceability of the remaining provisions.

G. Assignment

This Agreement, and any associated rights or obligations, may not be assigned or otherwise transferred by you without WG's prior written consent. This Agreement may be assigned by WG without restriction. This Agreement is binding upon any permitted assignee.

H. Entire Agreement

This Agreement, together with the agreements specifically referenced herein, sets forth the entire understanding of the parties with regard to the use of and access to the Embedded Software and supersedes any and all prior oral and written agreements or understandings between the parties regarding the subject matter hereof.

I. Remedies

You agree (i) that any breach or threatened breach of this Agreement will result in irreparable injury to WG, for which monetary damages are an inadequate remedy, (ii) to take all reasonable measures, including, but not limited to court proceedings, at your own expense to prevent any such breach or threatened breach, and (iii) that WG shall be entitled to temporary and permanent injunctions restraining such breach or threatened breach without posting a bond.

J. Privacy Policy

Use of the Embedded Software is subject to the Privacy Policy, which can be viewed [here](#) and by reference is made a part of this Agreement. The Privacy Policy outlines the type of information that may be collected from you by WG and how such information may be used by WG. In some instances, your employer may require use of a fingerprint reader to verify authorization to vend; WG does not store your fingerprint and does not have sufficient information to recreate your fingerprint.

K. Questions

If you have any questions or comments regarding this Agreement, please contact us by sending us an email at support@iqtechportal.com or calling us at 515-271-8510. Note

that any such correspondence may be retained by us to improve the Embedded Software, and for other disclosed purposes.