

Terms and Conditions

ATTENTION: PLEASE READ THE FOLLOWING CAREFULLY BEFORE SUBSCRIBING TO SCLERA VDMS (DEFINED BELOW)

LEGAL NOTICE: BY ACCESSING SCLERA VDMS, YOU AGREE TO THAT:

- **YOU HAVE READ AND AGREED TO ALL THE TERMS OF THIS AGREEMENT.**
- **YOU ARE A PARTY TO AND CONSENT TO BE BOUND BY THIS AGREEMENT.**
- **YOU AGREE TO ALL THE TERMS AND CONDITIONS CONTAINED IN THIS AGREEMENT WITHOUT MODIFICATION.**

These terms and conditions apply to your Sclera VDMS products like sensor devices as well as applications, software, and services developed by Sclera. These terms and conditions, along with the Sclera privacy policy form the entire legal agreement between you and Sclera, governing the delivery, operation, and use of the Sclera. Your use of any of the Sclera constitutes your consent to all of the terms of this agreement.

1. Ownership And License.

As between you and Sclera, you own:

- Sclera hardware that you have purchased and the touch screen.
- Any other hardware that you use to access and use the sclera.

As between you and Sclera, we own:

- Applications, software, and services that we have developed and made available for your use.
- Websites you may use to access certain Sclera and all content published on them.
- The name "Sclera VDMS" and any other logos, names, and other marks used to identify Sclera.

The Sclera VDMS are protected by United States and international laws and treaties protecting patents, trademarks, copyrights, and other intellectual property. Subject to applicable laws and the rights granted to you under this agreement, the Sclera consist of Sclera's proprietary information. This agreement gives you no rights other than those stated in its terms. Your license will automatically terminate if you use the Sclera in any manner that violates this agreement, any applicable law, or any rights of Sclera or its licensors. We reserve the right to use any lawful means to prevent unauthorized use of the Sclera, such as technological barriers, IP mapping, and contacting your Internet Service Provider or wireless carrier.

Except as described in this agreement you do not own the Sclera VDMS, but only have a limited, non-exclusive, revocable license to use the Sclera VDMS as permitted by this agreement.

2. Changes To Sclera.

We may update, modify or enhance Sclera at any time including, without limitation, automatically delivering new versions or features to your Sclera products, applications, software and services when they become available.

3. Permitted And Prohibited Uses.

You may use Sclera provided to you under license solely as provided to you and without modification.

You may not use the Sclera provided to you under license:

- In any way that violates any applicable law.
- To create any information that contains computer viruses or any other computer code, files or programs designed to destroy, interrupt or otherwise limit the functionality of any computer software, computer hardware or other equipment.
- In a manner that could damage, disable, overburden, disrupt or impair the service or any Sclera-owned network or system.
- To interfere with anyone else's ability to lawfully access and use the Sclera.

- To access any communications, content, or other information to which you do not have rights.
- To install, copy, modify, or distribute the Sclera (electronically or otherwise) on your computers or mobile devices, or make any copies, adaptations, derivative works, transcriptions, or merge any portion there of, except as installed by their automated installation functions.
- To decompile, disassemble, de-crypt, reverse engineer, translate, or otherwise attempt to derive the source code of the Sclera VDMS or otherwise alter the Sclera.
- Use Sclera to provide services to third parties.
- Transfer or resell any of the rights granted to you by these Terms of Use, except that you may authorize a third party for whom you are a legal guardian to use the Sclera, provided that you agree to remain legally responsible for that third party's use.

4. Responsibility For Use.

You are responsible for your own use of the Sclera and all information that you associate with them. We expressly disclaim all responsibility for and all warranties (express or implied) related to the accuracy, completeness, safety, reliability, or lawfulness of information provided by the Sclera.

5. User accounts.

As a user of this Sclera website, you may be asked to register with us and provide private information. You are responsible for ensuring the accuracy of this information, and you are responsible for maintaining the safety and security of your identifying information. You are also responsible for all activities that occur under your account or password. If you think there are any possible issues regarding the security of your account on the website, inform us immediately so we may address them accordingly. We reserve all rights to terminate accounts, edit or remove content and cancel orders at our sole discretion.

6. Indemnification.

You agree to indemnify and its affiliates and hold Sclera harmless against legal claims and demands that may arise from your use or misuse of our services. We reserve the

right to select our own legal counsel.

7. Limitations on liability.

Sclera is not liable for any damages that may occur to you because of your misuse of our website or product. Sclera reserves the right to edit, modify, and change this Agreement at any time. We shall let our users know of these changes through electronic mail. This Agreement is an understanding between Sclera and the user, and this supersedes and replaces all prior agreements regarding the use of this website or product.

8. Term And Termination.

You may use the Sclera licensed to you so long as you do not violate these terms of use or any applicable law. We reserve the right to: (1) limit or terminate your right to use the Sclera licensed to you at any time, and for any reason; (2) terminate any part of the Sclera licensed to you if we determine in good faith concern that such use violates an applicable law or these terms of use; and (3) inform law enforcement of any illegal activity or material relating to use of the Sclera and provide law enforcement officials with all requested information we may have, including but not limited to the name, phone number, and email addresses of any user account suspected of illegal activity.