

The CoBrowse and ScreenShare Services Agreement

The CoBrowse and ScreenShare services allow our Escher client support Team to view your screen along with you to provide real time assistance or troubleshoot issues you may be experiencing on your device. This Consent Agreement (“Agreement”) governs your use of the CoBrowse and ScreenShare services (“Services”) while using the Escher App, or online Admin panel.

Definitions

The following definitions apply in this Agreement except to the extent any term is separately defined elsewhere in this Agreement.

- The words “we,” “our,” and “us” mean Escher Innovations, LLC (“Escher ”), its Service Providers, affiliates, successors, and assigns.
- The words “you” and “your” means the person or person(s) that accesses or uses the Services.
- “Service Providers” means Escher service providers and any other third party that we have engaged to provide equipment, or other services in connection to the Services.

Privacy

Protecting your privacy is important to us, and your use of the Services is covered by the provisions of the Escher Consumer Privacy Pledge, and the Online Privacy and Security Policy, which are available online at escher-innovations.com/legal.

When using the Services, Escher client support Team will be able to see everything you see on your screen. This includes notifications you may receive while using the Services.

Recording Communications

You understand and agree that we may monitor and/or record any communications between you and us (or our Service Providers) for quality control and other permitted business purposes. You also understand and agree that this monitoring or recording may be done without any further notice to you or anyone acting on your behalf.

Nature of Services

CoBrowse

CoBrowse enables our Escher client support Team to view your active web and app session in a limited capacity to provide you with live on-screen assistance while interacting with the Escher website, and the Escher Apps. The Escher client support Team will only be able to CoBrowse with you on the Escher website or Escher Apps, and will not be able to view non-Escher websites, screens, or other applications viewed on your device.

ScreenShare

ScreenShare enables our Escher client support Team to view your active web session with expanded access to provide you with live on-screen assistance while interacting with Escher websites. This expanded access will enable the Escher client support Team to provide you with real-time assistance to respond to and/or address your needs. Escher client support Team will be able to see any open browser tabs, screens, and applications that are running on your device.

Ending the CoBrowse or ScreenShare Session

You may end your session at any time by clicking “Stop Cobrowsing,” or by closing your browser window or mobile app. Your session may also be ended by the Escher client support Team.

Additional TERMS AND CONDITIONS

Equipment

You are responsible for and must provide all telephones, mobile devices, computers, and/or other equipment, software (other than any software provided by us), and services necessary to access the Services.

Intellectual Property Rights

All content connected with the Services (i.e. our websites and mobile applications) are the exclusive property of Escher, its licensors, and/or Service Providers, and it is protected by copyrights and other intellectual property rights. You are permitted to use content delivered to you through the Services only for your personal use. You may not copy, reproduce, distribute, or create derivative works from this content. Further, you agree not to reverse engineer or reverse compile any technology, including, but not limited to, any software or other content associated with the Services.

The trademarks, logos, and service marks displayed in connection with the Services are the registered and unregistered trademarks of Escher, and/or its Service Providers. Under no circumstances may you use, copy, imitate, alter, modify or change these trademarks. Nothing

contained on, in or otherwise connected with any Service should be construed as granting (by implication or otherwise) any license or right to use any trademark without the express written permission of Escher, or the third party, whichever has rights to such trademark, as appropriate.

All messages, suggestions, ideas, notes, concepts, know-how, techniques, data, applications, mail, and other information you may send to us regarding any Service (including but not limited to our web sites) shall be considered an uncompensated contribution of intellectual property to us and shall become our exclusive intellectual property. By submitting any such materials to us, you automatically grant (or warrant that the owner of such materials has expressly granted) to us a perpetual, royalty-free, irrevocable, non-exclusive right and license to use, reproduce, modify, adapt, publish, translate, publicly perform and display, create derivative works from and distribute such materials or incorporate such materials into any form, medium, or technology now known or later developed, and you warrant that all so-called "moral rights" in those materials have been waived, and you warrant that you have the right to make these warranties and transfers of rights.

Term and Termination

We may terminate all or part of this Agreement and your use of any or all, of the Services for any reason and at any time with or without prior notice as the law requires. You agree that you will immediately stop using the Services upon our request.

All applicable provisions of this Agreement shall survive termination by either you or us, including, without limitation, provisions related to your liability, intellectual property, warranty disclaimers, limitations of liability, and indemnification.

No Warranties

Neither Escher, nor any of its subsidiaries, affiliates, or Service Providers represents or warrants the accuracy, adequacy, completeness or timeliness of the Services, including but not limited to the information, materials, products and services on our web sites or the error free use of our web sites. All Services, including but not limited to our web sites, materials, products, and services, are provided "As Is" and "As Available" without warranty of any kind, either express or implied, including, without limitation, the warranties of merchantability, fitness for a particular purpose, noninfringement and freedom from a computer virus.

In the event of a system failure or interruption, your data may be lost or destroyed. Any transactions or document submissions that you initiated or were in the process of completing or completed before a system failure or interruption should be verified by you through means other than through the Service to ensure the accuracy and completeness of those transactions. You assume the risk of loss of your data during any system failure or interruption and the responsibility to verify the accuracy and completeness of any transactions so affected.

Limitation of Liability; Indemnification

In no event will Escher, or any of its affiliates, contractors, or their respective officers, directors, employees, consultants, agents, other Service Providers or licensors be liable under any contract, tort, negligence, strict liability or other claim for any direct, indirect, incidental, special, consequential or exemplary damages, including, without limitation, damages for loss of profits, goodwill, use, data or other intangible losses (even if advised of the possibility of such damages) whether caused by or resulting from (i) the use or the inability to use any Service; (ii) any failure of performance, error, omission, interruption, delay in operation or transmission, computer virus, loss of data, theft, destruction, or unauthorized access to your information; (iii) errors, inaccuracies, omissions, or other defects in information or content provided by, contained within, or obtained through any Service, or (iv) any other failure, action, or omission.

You agree to indemnify, defend, and hold Escher, and its affiliates, officers, directors, employees, consultants, agents, other Service Providers and licensors ("Covered Parties") harmless from any and all third party claims, actions, liability, damages and/or costs (including but not limited to reasonable attorney's fees) arising from (a) a third party claim, action or allegation of infringement, misuse or misappropriation based on information, data, files or other materials submitted by you to or through any Service; (b) any fraud, manipulation or other breach of this Agreement by you; (c) any third party claim, action or allegations brought against a Covered Party arising out of or relating to a dispute with you over the terms and conditions of an agreement or related to the purchase or sale of any goods or services; (d) your violation of any law or rights of a third party; or (e) use of any of the Services or use of your account by any third party. Escher client support Team reserves the right, at its own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you will cooperate with Escher in asserting any available defenses. You will not settle any action or claims on any Covered Party's behalf without the prior written consent of Escher client support Team.

Complete Agreement

This Agreement represents the sole and exclusive agreement between you and us regarding the Services and merges and supersedes all previous and contemporaneous written or oral agreements and understandings regarding the subject matter hereof.