

## Services Terms and Conditions

These Services Terms and Conditions ("**Agreement**") are entered into between Innova Zones, LLC with offices at 6363 N State Highway 161, Irving TX 75038 ("**Innova Zones**"), and the Vestis or its affiliates ("**Vestis**") customer that accepts these terms and conditions pursuant to a written agreement with Vestis ("**Customer**"). There will be no force or effect to any different terms of any related purchase order or similar form even if signed by the parties after the date hereof. Each party's acceptance of this Agreement was and is expressly conditional upon the other's acceptance of the terms contained in the Agreement to the exclusion of all other terms.

### 1. SERVICES

1.1 "**Services**" shall mean the Innova Zones "Uniform Zone" platform management software services ordered by Customer pursuant to a written Agreement with Vestis. Subject to the terms and conditions of this Agreement, Innova Zones will provide Customer with access to the Services in the applicable facilities of Customer.

1.2 *Hardware and Software.* "**Equipment**" shall mean the kiosks and tablets purchased or leased from Vestis in connection with the Services. Subject to Customer's compliance with the terms and conditions of this Agreement, Innova Zones grants Customer a nonexclusive, nontransferable, nonsublicensable license to, during the term of this Agreement, use the object code version of any software incorporated into the Equipment ("**Software**") only as necessary for Customer to use the Equipment in connection with the Services - and only in and as part of the specific Equipment into which it is incorporated by (or on behalf of) Innova Zones. Except for the license granted under this Section, Innova Zones and its licensors shall retain all rights, title, and interest in and to the Software and all copies thereof.

1.3 Innova Zones will undertake commercially reasonable efforts to make the Services available twenty-four (24) hours a day, seven (7) days a week. Notwithstanding the foregoing, Innova Zones reserves the right to suspend Customer's access to the Services: (i) for scheduled or emergency maintenance, or (ii) in the event Customer is in breach of this Agreement.

### 2. RESTRICTIONS AND RESPONSIBILITIES

2.1 Customer will not, and will not permit any third party to: reverse engineer, decompile, disassemble or otherwise attempt to discover the source code, object code or underlying structure, ideas or algorithms of the Services or Software (provided that reverse engineering is prohibited only to the extent such prohibition is not contrary to applicable law); modify, translate, or create derivative works based on the Services or Software; or use the Services or Software other than in accordance with this Agreement and in compliance with all applicable laws and regulations.

2.2 Customer will be responsible for maintaining the security of Customer's account, passwords (including but not limited to administrative and user passwords) and files, and for all uses of Customer account with or without Customer's knowledge or consent.

### 3. CONFIDENTIALITY

3.1 Each party (the "Receiving Party") understands that the other party (the "Disclosing Party") has disclosed or may disclose information relating to the Disclosing Party's technology or business (hereinafter referred to as "Proprietary Information" of the Disclosing Party). For clarity, Customer's Proprietary Information shall include, without limitation, the following information provided by Customer to Innova Zones: (i) any parts or equipment used by Customer, (ii) Customer's cost and spending data, and (iii) all data that Customer inputs into the Services.

3.2 The Receiving Party agrees: (i) not to divulge to any third person any such Proprietary Information, (ii) to give access to such Proprietary information solely to those employees with a need to have access thereto for purposes of this Agreement, and (iii) to take the same security precautions to protect against disclosure or unauthorized use of such Proprietary information that the party takes with its own proprietary information, but in no event will a party apply less than reasonable precautions to protect such Proprietary Information. The Disclosing Party agrees that the foregoing will not apply with respect to any information that the Receiving Party can document (a) is or becomes generally available to the public without any action by, or involvement of, the Receiving Party, (b) was in its possession or known by it prior to receipt from the Disclosing Party, (c) was rightfully disclosed to it without restriction by a third party, or (d) was independently developed without use of any Proprietary Information of the Disclosing Party. Nothing in this Agreement will prevent the Receiving Party from disclosing the Proprietary Information pursuant to any judicial or governmental order, provided that the Receiving Party gives the Disclosing Party reasonable prior notice of such disclosure to contest such order. In any event, Innova Zones may collect data with respect to and report on the aggregate response rate and other aggregate measures of the Services' performance.

3.3 Both parties will have the right to disclose the existence but not the terms and conditions of this Agreement, unless such disclosure is approved in writing by both parties prior to such disclosure, or is included in a filing required to be made by a party with a governmental authority (provided such party will use reasonable efforts to obtain confidential treatment or a protective order) or is made on a confidential basis as reasonably necessary to potential investors or acquirors.

### 4. INTELLECTUAL PROPERTY RIGHTS; INDEMNITY

4.1 Except as expressly set forth herein, Innova Zones alone (and its licensors, where applicable) will retain all intellectual property rights relating to the Services or the Software or any

suggestions, ideas, enhancement requests, feedback, or recommendations provided by Customer or any third party relating to the Services and/or the Software, which are hereby assigned to Innova Zones. Customer will not copy, distribute, reproduce or use any of the foregoing except as expressly permitted under this Agreement. This Agreement is not a sale and does not convey to Customer any rights of ownership in the Services or Software, or any intellectual property rights therein.

4.2 Innova Zones shall indemnify hold Customer from liability to third parties resulting from infringement by the Services of any United States patent or any copyright or misappropriation of any trade secret, provided Innova Zones is promptly notified of any and all threats, claims and proceedings related thereto and given reasonable assistance and the opportunity to assume sole control over defense and settlement; Innova Zones will not be responsible for any settlement it does not approve. The foregoing obligations do not apply with respect to portions or components of the Services (i) not created by Innova Zones, (ii) resulting in whole or in part in accordance from Customer specifications, (iii) that are modified after delivery by Innova Zones, (iv) combined with other products, processes or materials where the alleged infringement relates to such combination, (v) where Customer continues allegedly infringing activity after being notified thereof or after being informed of modifications that would have avoided the alleged infringement, or (vi) where Customer's use of is not strictly in accordance with this Agreement and all related documentation. Customer will indemnify Innova Zones from all damages, costs, settlements, attorneys' fees and expenses related to any claim of infringement or misappropriation excluded from Innova Zones's indemnity obligation by the preceding sentence.

4.3 Customer shall indemnify Innova Zones from personal injury liability to third parties relating to Customer's use of the Services or Software Services (regardless of whether such error or misuse results from Innova Zones negligence); provided Customer is promptly notified of any and all threats, claims and proceedings related thereto and given reasonable assistance and the opportunity to assume sole control over defense and settlement; Customer will not be responsible for any settlement it does not approve.

## **5. TERMINATION**

5.1 In the event of any material breach of this Agreement, the non-breaching party may terminate this Agreement by giving thirty (30) days (ten (10) days in the case of nonpayment) prior written notice to the breaching party; provided, however, that this Agreement will not terminate if the breaching party has cured the breach prior to the expiration of such thirty (30) day (or ten (10) day, as applicable) period. Either party may terminate this Agreement, without notice, (i) upon the institution by or against the other party of insolvency, receivership or bankruptcy proceedings, (ii) upon the other party's making an assignment for the benefit of creditors, or (iii) upon the other party's dissolution or ceasing to do business.

5.2 Innova Zones may terminate this Agreement: (a) at any time after the termination or expiration of Customer's agreement with Vestis relating to the Services; or (b) thirty (30) days' after the termination or expiration of Vestis's agreement with Innova Zones relating to the Services.

5.3 The following provisions will survive termination or expiration of this Agreement: Sections 2.1, 3, 5, 6-9 as well as all use restrictions.

5.4 Customer shall promptly return (and/or, upon Innova Zones's request and expense, allow Innova Zones to remove) all Equipment after termination or expiration of the Services to which such Equipment relates.

## **6. WARRANTY DISCLAIMER**

THE SERVICES, SOFTWARE, AND INNOVA ZONES PROPRIETARY INFORMATION AND ANYTHING PROVIDED IN CONNECTION WITH THIS AGREEMENT ARE PROVIDED "AS-IS," WITHOUT ANY WARRANTIES OF ANY KIND. INNOVA ZONES (AND ITS AGENTS, AFFILIATES, LICENSORS AND SUPPLIERS) HEREBY DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT.

## **7. LIMITATION OF LIABILITY**

IN NO EVENT WILL INNOVA ZONES (OR ANY OF ITS AGENTS, AFFILIATES, LICENSORS OR SUPPLIERS) BE LIABLE FOR ANY INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES, OR COST OF PROCUREMENT OF SUBSTITUTE GOODS, SERVICES OR TECHNOLOGY, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE USE OF THE SERVICES OR ANYTHING PROVIDED IN CONNECTION WITH THIS AGREEMENT, THE DELAY OR INABILITY TO USE THE SERVICES OR ANYTHING PROVIDED IN CONNECTION WITH THIS AGREEMENT OR OTHERWISE ARISING FROM THIS AGREEMENT, INCLUDING WITHOUT LIMITATION, LOSS OF REVENUE OR ANTICIPATED PROFITS OR LOST BUSINESS OR LOST SALES, WHETHER BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR OTHERWISE, EVEN IF INNOVA ZONES HAS BEEN ADVISED OF THE POSSIBILITY OF DAMAGES. THE TOTAL LIABILITY OF INNOVA ZONES, WHETHER BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE OR STRICT LIABILITY), OR OTHERWISE, WILL NOT EXCEED, IN THE AGGREGATE, THE FEES PAID TO INNOVA ZONES BY VESTIS DIRECTLY IN CONNECTION WITH THE SERVICES PROVIDED TO CUSTOMER (WHICH MAY BE LESS THAN THE CORRESPONDING AMOUNT PAID BY CUSTOMER TO VESTIS) IN THE THREE MONTH PERIOD ENDING ON THE DATE THAT A

CLAIM OR DEMAND IS FIRST ASSERTED. THE FOREGOING LIMITATIONS WILL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY. WITHOUT LIMITING ANY OF THE FOREGOING, CUSTOMER ACKNOWLEDGES AND AGREES THAT VESTIS IS NOT AUTHORIZED TO MAKE ANY WARRANTIES, COVENANTS, OR REPRESENTATIONS REGARDING THE SERVICES ON BEHALF OF INNOVA ZONES AND INNOVA ZONES IS NOT LIABLE IN ANY WAY FOR ANY WARRANTIES, COVENANTS, OR REPRESENTATIONS MADE BY VESTIS.

## **8. MISCELLANEOUS**

If any provision of this Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect and enforceable. This Agreement is not assignable, transferable or sublicensable by Customer except with Innova Zones's prior written consent. Innova Zones may transfer and assign any of its rights and obligations under this Agreement with written notice to Customer. Both parties agree that this Agreement is the complete and exclusive statement of the mutual understanding of the parties and supersedes and cancels all previous written and oral agreements, communications and other understandings relating to the subject matter of this Agreement, and that all waivers and modifications must be in a writing signed by both parties, except as otherwise provided herein. No agency, partnership, joint venture, or employment is created as a result of this Agreement and Customer does not have any authority of any kind to bind Innova Zones in any respect whatsoever. In any action or proceeding to enforce rights under this Agreement, the prevailing party will be entitled to recover costs and attorneys' fees. All notices under this Agreement will be in writing and will be deemed to have been duly given when received, if personally delivered; when receipt is electronically confirmed, if transmitted by facsimile or e-mail; and upon receipt, if sent by certified or registered mail (return receipt requested), postage prepaid. Innova Zones will not be liable for any loss resulting from a cause over which it does not have direct control. This Agreement will be governed by the laws of the State of Texas, U.S.A. without regard to its conflict of laws provisions. The federal and state courts sitting in Dallas, Texas, U.S.A. will have proper and exclusive jurisdiction and venue with respect to any disputes arising from or related to the subject matter of this Agreement, provided that either party may seek injunctive relief in any court of competent jurisdiction. Customer agrees to participate in press announcements, case studies, trade shows, or other forms reasonably requested by Innova Zones. Innova Zones is permitted to disclose that Customer is one of its customers to any third-party at its sole discretion.