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### **AGREEMENT**

This Agreement between you and Armorer Link ("Armorer Link") governs your use of the Armorer Link Software as a Service application ("Service") and the related equipment ("Equipment") and client software and updates ("Software") that Armorer Link provides you in connection with the Service (together, "Products"). Additional terms are stated at the Armorer Link web site, www.armorerlink.com and are incorporated by reference. Updates to this Agreement and those terms will be effective 30 days after they are published on the Web Site; you may elect not to accept an update by canceling your subscription to the Service.

### 1. The Service

- 1.1 Subject to this Agreement and your timely meeting of the financial terms, including payment of applicable fees and charges, stated on the web site where you activated your subscription to the Service, Armorer Link grants you a personal, non-exclusive, and non-transferable license to access and use the Service for your internal use on your own behalf and not for the benefit of any third party. The Service will be available to you 24 hours per day via Internet access, other than for interruptions due to service maintenance and upgrades, system failure, system back-up and recovery, and for causes beyond 's control. Armorer Link may cancel this Agreement and the Service by sending notice to your email address on file not less than 30 days before the discontinuation date.
- 1.2 Depending on your Service configuration, you will be required to provide your own mobile devices and to download and install the Software. The Software is licensed to you subject to any terms and conditions presented

when you download it from a source authorized by, as well as those contained in this Agreement. If there is a conflict, this Agreement will control. You are licensed to use the Software only with the Service, and your license will end when your subscription to the Service ends. The Software is copyrighted and licensed, not sold, and is Armorer Link's confidential and unpublished information, or that of Armorer Link's licensors. You will retain any copyright notices and proprietary legends on all copies of the Software and the media on which it is delivered. Any attempt to transfer the Software is void and will automatically cause your license to end.

- 1.3 You are licensed to possess and use only the object code form of the Software. Except as this Agreement expressly permits, you may not (a) use, copy, modify, publish, or display the Software; or (b) disclose, rent, loan, or transfer it to any other party. You may not reverse engineer the Software or derive a source code equivalent of it other than as authorized by statute. You are not licensed to use the Software in conjunction with software or hardware other than that authorized by Armorer Link, and Armorer Link does not warrant that the Service will be compatible with your hardware. Use of hardware that has been modified contrary to the manufacturer's specifications or guidelines, including modifications that disable hardware or software controls (e.g., "jail breaking"), is expressly prohibited, and your use of such hardware will entitle Armorer Link to terminate this Agreement and access to the Services immediately, without further obligation to you. Your license will automatically end if you fail to comply with any part of this Agreement. When your license ends, you will immediately stop using the Software and will destroy all copies unless Armorer Link directs otherwise.
- 1.4 You may choose to or we may invite you to submit comments or ideas about the Service, including without limitation about how to improve the Service or our other products ("Ideas"). By submitting any Idea, you acknowledge that your disclosure is gratuitous, unsolicited, and without restriction; that it will not place Armorer Link under any fiduciary or other obligation; and that Armorer Link is free to use the Idea without any additional compensation to you, or to disclose the Idea on a non-confidential basis or otherwise to anyone. You further acknowledge that, by acceptance of your submission, Armorer Link does not waive any rights to use similar or related ideas previously known to Armorer Link, or developed by its employees, or obtained from sources other than you.

### 2. ArmorerLink Responsibilities

- **2.1.1** Your monthly subscription fee includes support during the term of this Agreement for Armorer Link Firearm Management System (ALFMS) including:
- **2.1.2** Desktop and Mobile Applications
- 2.1.3 User Manual .PDF Download
- **2.1.4** Training Tutorial Videos for Entire Program
- **2.1.5** Unlimited Online Training with Live Instructor
- **2.1.6** Software Support by Email and/or Telephone M-F 08:00- 17:00 PST
- **2.1.7** Server Infrastructure Supported 24x7x365
- **2.1.8** Quarterly Software Updates
- 2.1.9 Data Storage
- **2.1.10** Daily Data Backup
- **2.1.11** Customer Service Live Operator 24x7x365 Toll Free (800) 571-0753
- **2.1.12** Equipment warranty support on the terms stated at the Website
- **2.1.13** Annual subscription 11-01-25 through 10-31-26 \$18,300.00 USD
- **2.1.14** Annual subscription 11-01-26 through 10-31-27 \$18,300.00 USD
- **2.1.15** Annual subscription 11-01-27 through 10-31-28 \$18,300.00 USD



**2.2** Armorer Link will use commercially reasonable efforts to provide you with seven days' advance notice of any scheduled downtime and will notify you as soon as reasonably possible of any significant disabling of the Services for security reasons.

### 3. Your Responsibilities

- **3.1** You are responsible for installing, configuring, and using the Service, Software, and Equipment, including account set up, configuration settings, compliance with applicable laws and regulations (including those related to data privacy), and establishing any credit card processing or other services.
- **3.2** To use the Service, you must maintain Internet access at your own expense. Armorer Link is not responsible for and does not warrant the performance of any Internet service or other provider or its services, and you agree that Armorer Link has no liability to you for such performance or services.
- **3.3** Title to hardware, software, systems, documentation, and other intellectual property used by Armorer Link to provide the Services will remain with Armorer Link or its licensors, unless otherwise agreed in writing. You will take reasonable actions to protect Armorer Link's intellectual property rights. You will use all reasonable efforts to prevent any unauthorized access to, or use of, the Services, the Software, or their documentation and you will promptly notify Armorer Link if any such unauthorized access or use occurs.
- **3.4** This agreement applies only to the United States, and all Services performed in the United States, regardless of where the end user of the Service is located. If you or your customers are located outside the United States, you will take all actions necessary to comply with the laws and regulations of all relevant countries.

### 4. Data and System Security

- **4.1** Armorer Link has implemented physical, technical, and organizational measures designed to secure Personal Information (as defined in Section 9) from unauthorized access, use, alteration, or disclosure. Armorer Link will: (a) maintain an appropriate level of physical security controls over its data center including, but not limited to, appropriate alarm systems, fire suppression, and access controls (including off-hour controls); (b) periodically test its systems for security breach vulnerabilities; (c) use commercially reasonable efforts to protect its systems from unauthorized access, including the use of firewall and data Armorer Link option technologies as applicable; and (d) maintain safety and physical security procedures with respect to its access and maintenance of your data which are materially consistent with general industry practice. Notwithstanding the foregoing, you acknowledge that Armorer Link cannot guarantee that unauthorized third parties will never be able to defeat those measures or use Personal Information for improper purposes and that you provide Personal Information to Armorer Link at your own risk.
- **4.2** "Customer Data" means Personal Information relating to your employees or end users. Customer Data is your Confidential Information and will remain your property. Armorer Link will not disclose Customer Data to any third party without your consent, but you acknowledge that Customer Data and your other Confidential Information may be subject to regulation and examination by auditors and regulatory agencies with oversight of your business, and Armorer Link may disclose it to them upon their request. You are responsible for all Customer Data, including its legality, reliability, integrity, accuracy, and quality. You will determine whether any privacy laws, regulations, or other legal duties apply to Customer Data and will implement appropriate measures to ensure compliance. You warrant that you have obtained and will maintain all authorization from all parties (including customers and end users) necessary for Armorer Link to provide the Service without violating any law or regulation, and you will not use the Service in any manner that would violate a law or regulation.
- **4.3** Armorer Link may retain, disclose, and use Transaction Data which it creates in the course of the Services and which may be based upon Customer Data. "Transaction Data" is anatomized or aggregated data that has had all personally identifiable information removed.
- **4.4** You acknowledge that it is your responsibility to secure and protect your data.

- **4.5** You acknowledge that Armorer Link does not control the transfer of data over telecommunications facilities, and that use of or connection to the Internet is inherently insecure and provides opportunity for unauthorized access by third parties. Armorer Link will not be responsible for any delays, delivery failures, or any other loss or damage resulting from such transfer. Armorer Link does not warrant that third-party Internet sites will be accessible without interruption, will meet your requirements or expectations or those of any third party, or will be free from errors, defects, design flaws, or omissions. All data backup download recoveries are your responsibility. You will follow Armorer Link's password security guidelines, and you will guard passwords against misuse. Armorer Link may direct you to change the password to one that is more secure.
- **4.6** You will not use, nor will you permit any third party to use, the Services to upload, post, or otherwise transmit any data that: (a) is deceptive, misleading, unlawful, harmful, threatening, abusive, harassing, tortuous, defamatory, vulgar, obscene, libelous, invasive of others' privacy, hateful, or racially, ethnically, or otherwise objectionable; (b) is harmful to minors in any way; (c) you do not have a right to transmit under any law or under contractual or fiduciary relationships; (d) infringes any patent, trademark, trade secret, copyright, or other proprietary rights of any party; (e) constitutes unsolicited or unauthorized advertising or promotional materials, including but not limited to junk mail, spam, chain letters, and pyramid schemes; (f) is designed to access or monitor any material or information on any Armorer Link system using any manual process or robot, spider, scraper, or other automated means; (g) violates privacy or other laws; or (h) contains software viruses or any other computer code, files, or programs designed to interrupt, destroy, impose an unreasonable or disproportionally large load on, or limit the functionality of any computer hardware or software, or telecommunications equipment. You will defend and hold Armorer Link harmless from any claim or loss resulting from your failure to comply with this section.
- **4.7** With respect to any Armorer Link computer system, network, or service, you agree not to: (a) impersonate any person or entity; (b) forge headers or otherwise manipulate identifiers in order to disguise the origin of any data; (c) develop or deploy restricted access pages or hidden pages or images (i.e., those not linked from another accessible page); (d) interfere with or disrupt Armorer Link websites, servers, systems, or networks; (e) violate any applicable law or regulation; (f) stalk or otherwise harass another; (g) use, or attempt to use, any system or account without the owner's permission; or (h) interfere with, defeat, or circumvent any security function. You will defend and hold Armorer Link harmless from any claim or loss resulting from your failure to comply with this section.

### 5. Warranties

- 5.1 Armorer Link warrants that the Service and Software will be materially as described and published. Provided that you have timely paid all subscription and other fees due, Armorer Link will promptly at its expense correct any Service or Software that fails to materially conform to this warranty. If Armorer Link is unable reasonably to do so, as your sole remedy you may terminate the Service by giving written notice to Armorer Link within 30 days after the non-conformance. You will pay Armorer Link for all Services actually provided through the termination date. Equipment is warranted against defects in manufacture and at Armorer Link sole discretion, Armorer Link will replace or refund the purchase price of nonconforming Equipment. Warranty claims must be submitted in accordance with the terms stated at the Web Site. These are the sole and exclusive warranties made by Armorer Link There are no warranties of merchantability or fitness for a particular purpose. There are no other warranties or warranty remedies, oral or written, express or implied.
- **5.2** You warrant that: (a) you are at least eighteen years of age; (b) you are eligible to register and use the Service and have the right, power, and ability to enter into and perform under this Agreement; (c) the name you identify when you register is your real name or the business name under which you sell goods and services; (d) any sales transaction you submit will represent a bona fide sale by you, will accurately describe the goods or services sold and delivered to a purchaser, and will be properly reported for tax (including sales and ad valorem tax) purposes; and (e) you will fulfill all your obligations to each customer for which you submit a transaction and will resolve any consumer dispute or complaint directly with the purchaser.

### 6. Infringement Claims

- **6.1** Armorer Link will, at its expense, defend you against any intellectual property ("IP") Claim. Armorer Link will also pay the damages, costs, and attorneys' fees that are awarded against you in a final, non-appealable court judgment for the IP Claim, or required to be paid by you or on your behalf in a settlement of the IP Claim that Armorer Link has agreed to in writing. As used in this Section 6, an "IP Claim" means a suit brought against you by a third party to the extent the suit alleges that your use of a Product provided to you by Armorer Link infringes a patent or copyright of the third party.
- **6.2** Armorer Link's obligations under an IP Claim are subject to you: (a) providing prompt written notice that the IP Claim has been threatened or brought, whichever is sooner (the "Claim Notice"); (b) providing Armorer Link sole control of the defense, appeal, and/or settlement of the IP Claim; (c) cooperating with respect to the defense, appeal, and/or settlement of the IP Claim; (d) providing requested documentation and information relevant to the IP Claim or its defense, appeal, and/or settlement; and (e) complying with all court orders. If delay in providing the Claim Notice causes detriment to Armorer Link with respect to the defense or resolution of the IP Claim, the obligations set forth in Section 6.1 will not apply to the IP Claim. Notwithstanding any other provision of this Agreement, Armorer Link is not responsible for any fees (including attorneys' fees), expenses, costs, judgments, or awards that are incurred prior to its receipt of the Claim Notice. Armorer Link will have the sole right to select counsel. You may, at your sole expense, engage additional counsel of your choosing for purposes of conferring with Armorer Link's counsel.
- **6.3** The obligations set forth in Section 6.1 will not apply to an IP Claim if the alleged infringement is based on, caused by, or results from (a) Armorer Link's compliance with your designs, specifications, or instructions; (b) modification of the Product other than by Armorer Link; (c) any product or service not provided by Armorer Link to you; or (d) combination or use of the Product with any product or service not provided by Armorer Link to you.
- **6.4** If an intellectual property infringement allegation is brought or threatened against the Product, or Armorer Link believes that such an allegation may be brought or threatened, Armorer Link may obtain a license for the Product; modify the Product; or replace the Product with a product having substantially the same functionality. If Armorer Link in its discretion determines that none of the foregoing is available on a reasonable basis, upon Armorer Link's written notice to you: (a) Armorer Link may cease delivering the Services and refund any amount that you have pre-paid for Services not yet delivered; and (b) you will promptly return any Software or Equipment to Armorer Link, and Armorer Link will refund the price you paid Armorer Link for that Software or Equipment, less depreciation on a five-year straight-line basis.
- **6.5** This Section 6 sets forth Armorer Link's entire obligations and your exclusive remedies with respect to any IP Claim or any intellectual property infringement.

### 7. Mutual Liability Limitations

- **7.1** Neither party will be liable to the other, whether in an action in contract, tort, product liability, strict liability, statute, law, equity, or otherwise arising under or related to this Agreement: for any indirect, incidental, consequential, special, or punitive damages; for loss of profits or revenue (other than in an action by Armorer Link to recover payment of a price owed); or for loss of time, opportunity, or data. Neither party will be liable to the other for any amount greater than the cumulative purchase price, fees, and charges paid for the Products at issue. As used in this Section 7, a "party" includes a party to this Agreement and its affiliates, employees, agents, contractors, and suppliers when acting in that capacity with respect to the Products, and any persons or entities claiming by or through a party to this Agreement.
- **7.2** Section 7.1 will not limit a party's liability for direct damages for personal injury, including death, to the extent caused by its negligence or willful misconduct; or its liability for direct damages resulting from violating the other's intellectual property rights or intentionally breaching Section 9; or a party's obligation to defend, hold harmless, or indemnify the other under Sections 4.6, 4.7, or 6. A party will be liable for physical damage to real or tangible personal

property to the extent caused by its negligence or willful misconduct, but its liability will be limited to one million dollars per occurrence (such limitation applying collectively to all persons or entities defined as a "party" in Section 7.1).

**7.3** Each clause and phrase of this Section 7 is separate from each other clause and phrase, and from the remedy limitations and exclusions elsewhere in this Agreement and will apply notwithstanding any failure of essential purpose of a remedy, any termination of this Agreement, or severability of any clause or phrase in this Agreement.

### 8. Third Party Products

Your rights to use any Product bearing the logo or copyright of a third party provided to you by Armorer Link is as stated on any agreement provided with them. You acknowledge and agree that all third-party Products are provided "as-is" without a warranty from Armorer Link Accordingly, Armorer Link expressly disclaims all warranties of any nature with respect to any third-party Products, whether oral or written, express or implied, including but not limited to the implied warranties of merchantability, fitness for a particular purpose, and non-infringement of any third-party rights.

### 9. Confidentiality

- **9.1** "Confidential Information" is proprietary information disclosed by one party to the other related to the disclosing party, this Agreement, or the Products. As it applies to the Products, input data you provide to Armorer Link and all Personal Information (as defined below) are considered Confidential Information. In addition, business plans, pricing information, software in human-readable form, and any other information that, by its nature or on its face, reasonably should be understood by the receiving party to be confidential are considered Confidential Information whether or not marked as such. Other Confidential Information disclosed in documents or other tangible form must be clearly designated, labeled, or marked as confidential or its equivalent at the time of disclosure, and Confidential Information disclosed in oral or other intangible form must be identified as confidential at the time of disclosure, and summarized in tangible form marked as confidential and delivered to the recipient within 10 days after disclosure. "Personal Information" is information relating to an identified or identifiable individual and includes information relating to identification (including age, gender, social security number, address, telephone number, email address, and other contact information), finances, employment, or health that is subject to confidentiality obligations under any applicable law or regulation.
- **9.2** Confidential Information does not include information that is or becomes available without restriction through no wrongful act.
- **9.3** All Confidential Information remains the disclosing party's property. Upon the disclosing party's request, all Confidential Information (other than materials that have been licensed to the recipient and with respect to which the recipient is in full compliance with its obligations) will be destroyed or returned to the disclosing party, less a single archival copy which may be used only for the purpose of business discussions with the other party addressing compliance issues or disputes related to that Confidential Information.
- **9.4** Each party will use reasonable efforts to prevent the disclosure of the others Confidential Information to third parties and its employees who do not have a need to know. Confidentiality obligations under this Agreement with respect to Personal Information, your data, customer information, financial records, business plans, and software in human-readable form will continue indefinitely. Otherwise, confidentiality obligations under this Agreement will end three years after the date of disclosure.
- **9.5** Either party may disclose Confidential Information to its accountants, lawyers, and other professional advisers; and to its affiliates, consultants, and contractors who have a need to know it to further permitted use of the Services; provided that each agrees in writing to confidentiality obligations consistent with this Agreement, including its

intellectual property and confidentiality provisions. Each party is an intended third-party beneficiary of any such agreement and will have the right to directly enforce it.

### 10. Governing Law and Disputes

- **10.1** Customer City and State law governs this Agreement, and the relationships created by it, except for its laws regarding conflicts of law and arbitrability; the Federal Arbitration Act will govern all issues of arbitrability. Neither party may bring a claim more than two years after the underlying cause of action first accrues.
- 10.2 Each party agrees to give the other prompt written notice of any claim, controversy, or dispute arising under or related to this Agreement, and both parties agree to engage in good faith discussions to resolve the matter. If that fails to resolve the matter promptly, either party may request the other to participate in mediation before a mutually agreed mediator. Any controversy, claim, or dispute which is not resolved through the procedures set forth above within 60 days (or such longer period as the parties may agree) will be resolved by arbitration before a sole arbitrator who is an attorney, under the then-current Commercial Arbitration Rules of the American Arbitration Association. The duty and right to arbitrate will extend to any employee, officer, director, shareholder, agent, or Affiliate, of a party to the extent that right or duty arises through a party or is related to this Agreement. The decision and award of the arbitrator will be final and binding, and the award rendered may be entered in any court having jurisdiction. The arbitrator is directed to hear and decide potentially dispositive motions in advance of a hearing on the merits by applying the applicable law to uncontested facts and documents. The arbitration will be held at the customer City and State. This Section 10.2, and the obligation to mediate and arbitrate, will not apply to claims for misuse or infringement of a party's intellectual property or Confidential Information, or collection of sums owed to Armorer Link under this Agreement. A party may at any time seek an injunction or other equitable relief in aid of arbitration. The arbitrator will not have authority to award punitive damages, non-compensatory damages, or any damages other than direct damages, or have authority to award direct damages inconsistent with the limitations and exclusions set forth in this Agreement.

### 11. General Terms

- 11.1 Except for your obligation to make payments when due, neither party will be liable for failing to fulfill its obligations due to acts of God or government, civil commotion, military authority, war, riots, terrorism, strikes, fire, or other causes beyond its reasonable control.
- 11.2 Except as permitted by this Section 11.2, neither party may assign this Agreement or its rights or obligations under it without the express consent of the other party. Armorer Link may use affiliates, contractors, or suppliers to act on its behalf (but doing so will not alter Armorer Link's obligations to you, and those parties will be bound to the same confidentiality obligations as Armorer Link), and may assign this Agreement to its parent, subsidiary, or other affiliated company, or to an assignee or transferee upon Armorer Link's entry into a merger, consolidation or sale of assets transaction. In this Agreement, references to "Armorer Link" include its employees, contractors, and agents.
- 11.3 The parties are independent contractors to one another. Employees of one will not be deemed to be or act as employees or other representatives of the other. A party will not be responsible for compensating; providing insurance or benefits; making unemployment, Social Security or Medicare contributions; or withholding taxes or other withholdings against earnings of the other's employees or contractors.
- 11.4 If any provision of this Agreement is held to be illegal, invalid, or unenforceable in whole or in part, it will be enforced to the maximum extent permissible so as to affect the intent of the parties, and the remaining provisions will remain in full force and effect. Terms intended by the parties to survive termination of this Agreement will survive termination. Failure to enforce any provision of this Agreement will not constitute a waiver of future enforcement of that or any other provision.

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Ganete Solutions, Inc. d/b/a ArmorerLink®	Agency-Name	MW
Docusigned by:  Joe D. Gantle.		
Signature	Signature	
Joe Ganete		
Name	Name	
Chief Executive Officer		
Title	Title	
9/16/2025   13:02 PDT		
Date Signed	Date Signed	