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ADT, on its own behalf and on behalf of its Affiliates retains the authority and right to distribute for use this hosted software service (“Valo Portal”) to its ADT Authorized Dealers (“ADT Dealers”) who are party to a valid and active ADT Authorized Dealer Agreement (“ADT Authorized Dealer Agreement”). End Users (as defined below) are licensed to use Valo on the following terms and conditions:

1. End User - The End User (“End User”) is defined as an individual employed by an ADT Dealer who has been issued log-in credentials to the Valo Portal by ADT. Only End users are authorized to receive support or rights to use the Valo Portal. ADT grants to End User, a nonexclusive, non-transferable license authorizing the End User to use Valo Portal on for the benefit of the ADT Dealer that employs the End User (“employing ADT Dealer”). All End Users must be approved by ADT prior to being issued log-in credentials. Use of the Valo portal by more than one individual or by anyone other than the End User terminates, without notification, this license and the right to use Valo Portal.
2. Permitted Purpose and Scope: End Users, on behalf of their employing ADT Dealer, are permitted (i) to utilize the Valo Portal to submit ADT Authorized Dealer branded marketing materials created by or on behalf of their employing ADT Dealer (“Dealer Materials”) to ADT for review and written approval, and (ii) to access and use certain marketing materials and content (“Licensed Materials”) for the creation of ADT Authorized Dealer branded marketing collateral for their employing ADT Dealer in accordance with the ADT Authorized Dealer Agreement, including the ADT Authorized Dealer Guidelines. The Licensed Materials are licensed to the End User’s employing ADT Dealer solely for use in marketing materials approved through the Valo Portal solely for the promotion of such employing ADT Dealer’s electronic event detection equipment and services in accordance with the terms and conditions of its ADT Authorized Dealer Agreement. Any other use of the Valo Portal or the Licensed Material is strictly prohibited.
3. Accurate Information. End User will provide accurate, current and complete information when registering for Valo and agrees to update its information if it changes. This is important, because ADT may send notices, statements and other information to End Users for such End User and their employing ADT Dealer by email or through End User’s account. End User will keep Log-in credentials issued confidential and will not share them with third parties. End User is responsible for all actions taken through its accounts.
4. Restrictions on Use. End User may not (i) distribute, rent, sub-license or otherwise make available to others the Valo Portal or documentation or copies thereof, except as expressly permitted in this Agreement without prior written consent from ADT; (ii) modify, decompile, disassemble, reverse engineer or unlock the Valo Portal in whole or in part for any reason; (iii) remove, obscure or alter any proprietary rights notice or trademark and/or

service mark rights notice which are placed on or in the Valo Portal or the Licensed Materials; (iv) sublicense or provide third parties with access to the Application without prior written consent from ADT; (v) use the Application to store or transmit malicious code, (vi) interfere with or disrupt the integrity or performance of the Valo Portal or third-party data contained therein, (vii) attempt to gain unauthorized access to the Valo Portal or their related systems or networks; (viii) alter, copy, or delete any tags or code placed as part of the Valo Portal; or (ix) send or otherwise use any information or material generated from the Valo Portal that may constitute or encourage conduct that is a criminal offense or that may otherwise violate applicable law.

5. END USER MAY NOT TAKE ANY LICENSED MATERIALS OFFERED THROUGH THE ADT *VALO PORTAL* FOR USE WITHOUT ADT APPROVAL OR MODIFY THE MATERIALS APPROVED OR PROVIDED BY ADT WITHOUT ADT'S EXPRESS WRITTEN CONSENT. ADT'S APPROVES THE USE OF MATERIALS SUBMITTED BY THE END USER OR CREATED THROUGH THE USE OF THE VALO PORTAL SOLELY IN COMPLIANCE WITH THE EMPLOYING ADT DEALER'S ADT AUTHORIZED DEALER AGREEMENT ONLY. ADT'S APPROVAL OF THE USE OF THE MATERIALS SUBMITTED OR PERMISSION TO USE LICENSED MATERIALS SHALL, IN NO WAY, BE CONSTRUED AS A REPRESENTATION BY ADT THAT THE MATERIALS COMPLY WITH FEDERAL, STATE/PROVINCIAL OR OTHER LAWS IN THE JURISDICTION IN WHICH SUCH MATERIALS ARE DISSEMINATED, INCLUDING WITHOUT LIMITATION, APPLICABLE TELEMARKETING OR EMAIL MARKETING LAWS. IT IS THE END USER AND THEIR EMPLOYING ADT DEALER'S RESPONSIBILITY TO ENSURE THEIR MARKETING MATERIALS COMPLY WITH ALL APPLICABLE LAWS, RULES AND REGULATIONS.
6. InnerWorkings Inc. The Valo Portal is operated by InnerWorkings Inc. and provided to End Users and their employing ADT Dealers on behalf of ADT.
7. Indemnity. In addition to the indemnifications obligations contained in the ADT Authorized Dealer Agreement, End User on their own behalf, and on behalf of their employing ADT Dealer, shall indemnify, defend and hold harmless and advance defense costs to ADT, InnerWorkings Inc. and their affiliates and their respective officers, directors, employees, contractors and agents, to the fullest extent provided by law for any losses, claims, damages, awards, judgments, costs, penalties or injuries incurred by ADT, InnerWorkings Inc. or any third party, including reasonable attorneys' fees, which arise from, out of or relate to (i) any alleged breach of the term and/or conditions of this Agreement or (ii) any act or omission by the End User in connection with use of the Licensed Materials, the Dealer Materials or other materials created, modified or approved using the Valo Portal . This indemnity shall survive the termination of this EULA.
8. Term. Termination. ADT may terminate your license to use the Valo Portal and this Agreement at anytime with or without cause and with or without notice.