

ULTRA by SoftGuard SUBSCRIPTION TERMS AND CONDITIONS  
IMPORTANT. PLEASE READ CAREFULLY.

This Subscription Agreement (hereinafter the "Agreement") is a legal agreement between you as the Provider of alarm monitoring services (hereinafter the "Provider") and SoftGuard Tech Corp. or its official representatives ( hereinafter "SoftGuard") to provide a SERVICE (hereinafter "ULTRA") that allows the use of the entire suite of modules, cellular applications and services provided by SoftGuard, in an UNLIMITED manner (in the relevant part of this document these are defined scopes).

It is important to notice that by mentioning the Provider, it is included in this categorization the ULTRA service taker who will use it to provide monitoring of alarm systems and people located in multiple devices and / or geographic locations.

By activating the button that appears at the end of this Agreement, you will freely accept the terms and conditions of ULTRA. If you do not agree, DO NOT activate the mentioned button.

## 1. SOFTWARE PRODUCT LICENSING

1.1 Granting of license use. This agreement gives you a non-exclusive right to use ONE (1) copy of the software in a readable format machine in any computer system. This use is limited to the using of the SoftGuard products on any computer the product was intended for. The objectives/accounts to be monitored are restricted by the country of

application of the license.

Operating the license in more than one country is subject to additional fees. By doing so, the

client will be infringing the SoftGuard's usage policy and will be object of punishment. ULTRA

includes the use of ONE (1) digital backup key for background environment. 1.2 Services included in ULTRA. The suite of modules included in this service are: (1) Alarm

monitoring, (2) Video Verification, (3) Technical Service, (4) Logger-Call recording, (5) Dealer

Web Access, (6) Corporate Client Web Access, (7) MoneyGuard, (8) Authorities report, (9) CRM

sales and promotion, (10) TrackGuard, (11) Web Manager, (12) Fences Administrator, (13)

Access control and Visitor Management, (14) URL Launcher, (15) Landing Page, (16)

SmartPanics, (17) Vigicontrol, (18) Clean App, (19) SmartSMS and (20) TecGuard.

The INDIVIDUAL plan does not include the Dealer Web Access module. SoftGuard provision

does not include operating system, SQL Server database engine, hardware of any kind, SIM

card, cloud hosting or any communication service. In the case of modules that require the use

of maps, ULTRA does not include a license to use the Google Maps platform.

1.3 Installation. The granting of the use of the license enables you to install a copy of the software on a storage device, such as a network server, used only to install or run the software

on your other computers over an internal network. However, to be able to do this, a SoftGuard license must be subscribed and dedicated for each server running a separate database.

1.4 Other Rights and Limitations. (1) It is forbidden to change the engineering, decompile, or disassemble the software. (2) This software is licensed as a single product. It is prohibited to separate its component parts for use in more than one computer. (3) Altering, removing, or concealing any proprietary captions, copyright, or trademark placard contained in or on the software is prohibited. (4) Without detriment to other rights, SoftGuard may terminate this Agreement in the event of a breach of its terms and conditions. In such event, all copies of the software and all of its component parts must be destroyed. (5) The system could notify the technical state of operation and its variables to the manufacturer.

1.5 Copyright. All titles and copyrights in and to the software (including but not limited to any of the images, photographs, animations, video, audio, music, and text incorporated in the software), the accompanying printed materials, and any copies of the software are the property of SoftGuard and its owners. The software is protected by copyright laws and provisions of international copyright treaties, to which the Argentine Republic is a signatory.

Therefore, the software should be treated like any other material

protected by copyright laws

except for: (1) making a copy of the software for backup or archival purposes only, or (2)

installing the software on a single computer as long as the original is kept for backup or

archival purposes only. In any case, copying the attached printed materials is prohibited. ALL

RIGHTS ARE RESERVED UNDER COPYRIGHT LAWS FOR PATENTED PRODUCTS.

## 2. UNLIMITED SERVICE. LIMITED WARRANTY

2.1 Unlimited Service. The ULTRA service provided by SoftGuard DOES NOT HAVE LIMITS

regarding the capacity and potential of the Provider for its growth. This is its greatest virtue,

since it allows the Provider an exponential growth of its market and business success, without

adding staggered costs. For this reason, ULTRA does not have a limit of terminals and / or users

of operation for access to the system and / or signal processing. There is also no limitation on

the devices to be connected, guaranteeing the absence of higher costs due to the eventual

growth of the Provider.

2.2 Limited Warranty. SoftGuard warrants that the Software will function substantially in

accordance with the written materials for the duration of ULTRA's engagement.

2.3 Customer Solutions. The complete responsibility of SoftGuard and its distributors, and their

only solution with respect to ULTRA, at SoftGuard's discretion, will be to

either (a) repair or replace the software, or (b) refund the amount paid for ULTRA's license that does not qualify for the SoftGuard Limited Warranty. This Limited Warranty is invalid if the software failure was the result of accident, abuse, or misuse. Any replacement of the software will be warranted for the remainder of the original warranty period or for a period of THIRTY (30) days, whichever is longer than the remaining period of the original warranty.

2.4 THERE ARE NO OTHER WARRANTIES. To the maximum limit allowed by applicable law, SoftGuard and its distributors disclaim all other warranties and conditions, whether express or implied, including but not limited to implied warranties and conditions of merchantability and capability for a particular purpose, with respect to ULTRA. The limit allowed by the applicable law, conditions and implicit guarantees on ULTRA are limited to THIRTY (30) or THREE HUNDRED SIXTY FIVE (365) days, depending on the form of contracting chosen by the Provider, and the validity of the service as established in point 4 of the present.

2.5 LIMITATION OF LIABILITY. In no case SoftGuard, its headquarters, subsidiaries or any of the licensees, directors, employees, representatives or affiliates of any of the foregoing may be prosecuted for negligence, nor for any consequential, secondary, indirect or special damage whatsoever (including , without limitation, damages due to loss of

profits, interruption in activities, loss of commercial information and similar), either foreseeable or unpredictable, causing the termination of service or disabling the use of ULTRA or attached written materials, regardless of the basis of the claim and even if SoftGuard or a representative of SoftGuard has been notified of the possibility of such damage. SoftGuard's liability for direct damages for any reason, regardless of the form of the action, will be limited exclusively and without the possibility of modification to the equivalent amount of the cost of the annual service, for ONE (1) year of service.

3. CONFIDENTIALITY. With reference to the management and protection of personal data, the Provider will be the ONLY one with the possibility of accessing and managing them.

Consequently, the Provider will be responsible for them in front of their respective holders. For this reason, the Provider undertakes to comply with the current legal regulations regarding the assurance of the rights of the holders of such personal data.

Nevertheless, SoftGuard manifests and undertakes to comply with said regulations in all that is applicable to it, attentive to the little or no level of access to said data. Notwithstanding the foregoing, and in the event that SoftGuard accesses the mentioned personal data, it undertakes not to share the

information with third parties, with the following exceptions: (1) With its dependents, officials, consultants, suppliers and contractors who must absolutely access them in the pursuit of compliance with the object of this Agreement. (2) With the judicial authorities when it is formally required. (3) In compliance with current legal regulations.

4. FORM OF CANCELLATION OF THE AGREEMENT: Being the effectiveness of the contract

generated by the payment of the price of the service that the Provider makes to SoftGuard by

choosing any of the existing plan options in its commercial proposal hosted on the website

[ultrabysoftguard.com](http://ultrabysoftguard.com) , it will lose validity after FORTY-EIGHT (48) running hours of the

expiration date of the payment term of the aforementioned price, automatically and without

any notification from SoftGuard, being therefore automatic and direct causal default of

contractual termination and suspension of access to the ULTRA service. Once said suspension

has occurred, the service can only be restored if the total and absolute cancellation of all the

debts that the Provider has with respect to SoftGuard previously mediated. In the event that

said suspension is not reinstated due to the lack of compliance with the Provider's payment

obligation, the latter is obliged to notify all of its end customers of the suspension of the

ULTRA service. In turn, the Provider may terminate its subscription to

ULTRA if desired by sending an email to [info@softguard.com](mailto:info@softguard.com) prior to the first business day of the next month. For such cancellation to take effect, the Provider must not register debts with SoftGuard. The Provider must also announce its intention not to revoke ULTRA at the expiration of the contracted period, with the same formality and notice as indicated in the preceding paragraph, since ULTRA is automatically renewed for the same period contracted by the Provider, indefinitely. For the purposes of exempting its responsibility and avoiding unnecessary damages to the end consumers of the services provided with the use of ULTRA, SoftGuard is empowered and thus validated in this act by the Provider, to notify the mentioned situation to end users, by the form and means that SoftGuard deems appropriate and to which they can access.

5. DATA MIGRATION In the case of database migration, SoftGuard has an automated database migration system for some brands of monitoring platforms. If there is such a migration system for the brand of monitoring software used by the Provider, this migration service will not have an additional charge. In all cases, the Provider must provide data exports from its previous system in .XLS, .CSV or .TXT format, essentially for the master files of accounts, contacts,



zones, users. There are in no cases guarantees of an accurate and efficient result for this process, since the data structures of other systems may not meet certain standards. The stored historical signal processing data cannot be migrated.

6. Upon purchase and payment, refunds will not be granted if the customer is unable to utilize the product due to circumstances beyond SOFTGUARD's control. Additionally, no refunds will be issued if the customer regrets their purchase, experiences changes in their commercial policy, undergoes changes or shifts in business operations, or decides not to install or use the product.

7. GENERAL This Agreement will be governed by the laws of the Argentine Republic. SoftGuard reserves all rights and actions not expressly assigned in this Agreement. SoftGuard distributors will be considered third party beneficiaries of this Agreement but will not be considered parties to this Agreement or will have any subsequent obligations