

SCRAM TouchPoint Client Mobile App

READ THESE TERMS AND CONDITIONS CAREFULLY BEFORE INSTALLING THIS SOFTWARE ("TOUCHPOINT MOBILE APP"). BY INSTALLING THE TOUCHPOINT MOBILE APP, YOU AGREE TO THE MONITORING PROGRAM REQUIREMENTS, CONSENT TO THE COLLECTION AND USE YOUR PERSONAL INFORMATION AND AGREE TO THE LICENSE TERMS OF THE TOUCHPOINT MOBILE APP SPECIFIED BELOW (THE "AGREEMENT"). THIS TOUCHPOINT MOBILE APP IS PROPRIETARY SOFTWARE OF ALCOHOL MONITORING SYSTEMS, INC. ("AMS" OR "SCRAM SYSTEMS").

YOUR USE OF THIS TOUCHPOINT MOBILE APP AS A PART OF YOUR PARTICIPATION IN A MONITORING PROGRAM ("PROGRAM") MEANS THAT YOU ALSO MAY BE REQUIRED TO COMPLY WITH THE TERMS OF:

A PARTICIPANT AGREEMENT EXECUTED BY YOU, AND/OR THE TERMS OF PRE-TRIAL RELEASE, PAROLE, PROBATION OR COURT ORDER (COLLECTIVELY THE "PROGRAM TERMS"). THESE PROGRAM TERMS ARE BETWEEN YOU AND AN AGENCY OR OTHER THIRD PARTY AND NOT WITH SCRAM SYSTEMS. AS A CONDITION OF YOUR PARTICIPATION IN THIS PROGRAM, YOU AGREE TO COMPLY WITH THIS AGREEMENT AND THE PROGRAM TERMS AND TO STRICTLY FOLLOW THE INSTRUCTIONS OF YOUR PROBATION OFFICER OR PRE-TRIAL SERVICES AGENT. ANY FAILURE TO COMPLY WITH THIS AGREEMENT AND THE PROGRAM TERMS OR THE INSTRUCTIONS OF YOUR OFFICER OR AGENT WILL BE CONSIDERED A VIOLATION OF YOUR SUPERVISION AND MAY RESULT IN ADVERSE LEGAL CONSEQUENCES.

NOTE: YOU MAY BE RESPONSIBLE FOR PAYING THE COST OF YOUR USE OF THE TOUCHPOINT MOBILE APP. FAILURE TO TIMELY PAY THE REQUIRED FEES MAY RESULT IN SUSPENSION OR TERMINATION OF YOUR ACCESS TO THE TOUCHPOINT MOBILE APP AND IS A VIOLATION OF THIS AGREEMENT.

IF YOU DO NOT AGREE TO THESE TERMS, DO NOT INSTALL THE TOUCHPOINT MOBILE APP.

MONITORING PROGRAM REQUIREMENTS:

INSTALLATION OF TOUCHPOINT MOBILE APP. AS A CONDITION OF YOUR PARTICIPATION IN THE PROGRAM, YOU AGREE TO PROPERLY INSTALL THE TOUCHPOINT MOBILE APP AND KEEP IT INSTALLED FOR THE DURATION OF THE PROGRAM.

YOU MUST:

- (a) provide or use a smartphone or comparable mobile device with a supported Android or Apple iOS operating system;
- (b) enable, setup, and use the mobile device's native biometric unlock and/or login capabilities, such as facial recognition or fingerprint authentication, which secure access to the mobile device, if available;
- (c) ensure that the mobile device is set to allow automatic updates.
- (d) allow notifications when installing the TouchPoint Mobile App, and always allow notifications for the TouchPoint Mobile App for the duration of the Program by enabling push notifications;
- (e) configure the notifications for the TouchPoint Mobile App to include sounds, show on locked screen, show in history, and show as persistent banners for the duration of the Program;
- (f) enable location services and always allow location access for the TouchPoint Mobile App;

(g) allow the TouchPoint Mobile App access to your mobile device's camera and microphone for purposes of recording yourself and your surroundings as requested by your officer or agent;

(h) immediately re-install the TouchPoint Mobile App in the event that you must replace your mobile device or use an alternate mobile device, and you further agree to immediately notify your agent or officer of the need to replace your mobile device;

(i) never tamper with, install software or perform any activities on your mobile device which may interfere with the proper functioning of the TouchPoint Mobile App, including but not limited to changing or obstructing the mobile device's location services, date, time, camera, and/or push notifications or install software that allows spoofing (i.e. enables the mobile device to visually, by voice or otherwise imitate you) .

USE OF TOUCHPOINT MOBILE APP. AT SCHEDULED AND RANDOM INTERVALS, THE TOUCHPOINT MOBILE APP WILL NOTIFY YOU OF REQUIRED ACTIVITIES, INCLUDING RESPONDING TO MESSAGES, PROVIDING ANSWERS TO QUESTIONS, AND TAKING PHOTOS. THE CONTENT OF ALL INFORMATION AND YOUR LOCATION WHEN PROVIDING THE INFORMATION WILL BE RECORDED AND PROVIDED TO YOUR SUPERVISING OFFICER OR AGENT. FAILURE TO RESPOND TO A MESSAGE OR INFORMATION REQUEST WITHIN THE TIMEFRAME SET FORTH BY YOUR OFFICER OR AGENT WILL RESULT IN AN ALERT TO YOUR SUPERVISING AGENCY.

YOU MUST:

(a) promptly respond to all notifications, application badges, messages, schedule reminders and check-in reminders or requests on a scheduled or random basis, or as otherwise required by your officer or agent;

(b) respond truthfully, accurately and completely to all requests for communication or information via the TouchPoint Mobile App;

(c) keep your mobile device with the installed TouchPoint Mobile App on it, on or near your person at all times;

(d) keep your mobile device with the installed TouchPoint Mobile App on it charged at all times;

(e) maintain cellular voice and data service to support the TouchPoint Mobile App;

(f) remain in range of cellular communication, unless previously approved by your officer or agent;

(g) properly use the camera to ensure a clear picture of yourself or your surroundings or documents when directed by the TouchPoint Mobile App or by your agent or officer;

(h) never divulge your password for the TouchPoint Mobile App to another person;

(i) never allow another person access to the TouchPoint Mobile App or represent you to answer messages or provide information. You further agree to allow authorized personnel to inspect your mobile device at any time to confirm your compliance with this Agreement.

ADDITIONAL MONITORING REQUIREMENTS. Your officer or agent will use telephone calls, the TouchPoint Mobile App, and personal visits to monitor your compliance with the Program Terms. When you are at home, you agree to promptly answer your telephone and/or door. You further acknowledge that all telephone calls from your officer or agent to your residence or mobile device may be recorded and you hereby consent to such recording. You may be asked by your officer or agent to submit photos of documents via the TouchPoint Mobile App to confirm your compliance with the Program Terms. This photo feature must only be used in response to a specific request from the officer or agent. If you experience problems with the TouchPoint Mobile App, you agree to call your agent immediately. If you are unable to speak to your agent directly, you agree to call your agent and leave a message that includes your name, the date, the time, and the nature of your problem. If you resolve your problem without the aid of your agent, you agree

to call and leave another message stating so. You also agree to notify your agent of any problems with your cellular voice and/or data service as soon as you can.

OCCUPATION AND WORK HOURS. You must provide your officer or agent with your current employment, occupation, and work hours, and to also inform your agent of any changes to this information.

CONSENT TO THE COLLECTION AND USE YOUR PERSONAL INFORMATION BY SCRAM SYSTEMS:

COLLECTION AND USE OF INFORMATION AND PURPOSE. The TouchPoint Mobile App collects personal identification information from you upon your enrollment in the Program and utilizes your mobile device's native location services to track your geographical location. It also may be used to collect photos of your location or documents requested by your officer or agent. The purpose of the collection and use of information obtained from the TouchPoint Mobile App is to determine if you are complying with the conditions of your court-ordered electronic monitoring. Identification information you provide will be used by SCRAM Systems, its subsidiaries, contracting agencies, and providers for the purpose of determining your compliance or non-compliance with court-ordered electronic monitoring. SCRAM Systems will not use or disclose your personal identification information for any other purpose without your consent.

RETENTION AND DESTRUCTION OF PERSONAL IDENTIFICATION INFORMATION. SCRAM Systems will retain all personal identification and geographical location information obtained from you in a manner consistent with federal and state laws. SCRAM Systems will destroy your personal identification, photographic, and geographical location information when it is no longer required to a) document your compliance with the terms of your court-ordered electronic monitoring or b) document SCRAM Systems' performance of such monitoring in furtherance of its legal obligations or to resolve disputes, whichever is longer, or unless another retention timeframe is required by law.

CONSENT TO THE COLLECTION AND USE OF PERSONAL IDENTIFICATION INFORMATION. SCRAM Systems will collect and use your personal identification and geographical location information during the period in which you are monitored for the purpose stated above, and you hereby consent to the collection and use of this information by SCRAM Systems.

CONSENT TO RETENTION AND DESTRUCTION. SCRAM Systems will retain and destroy your personal identification and geographical location information as stated above and you hereby consent to this retention and destruction and waive any rights you may have to request destruction of your personal identification and geographical location information during this timeframe.

SCRAM SYSTEMS PRIVACY POLICY: The following link further details SCRAM SYSTEMS' Privacy Policy and provides information about how SCRAM SYSTEMS looks after your personal data when you use the TouchPoint Mobile App and about your privacy rights and how the law protects you <https://www.scramsystems.com/privacy-policy/>

CONSENT TO USE OF MOBILE APP DATA. In addition, you agree that SCRAM SYSTEMS may collect and use technical data that is gathered periodically to facilitate the provision of software updates, product support, and other services to you and which SCRAM SYSTEMS may use to improve its products or services so long as it is not used in a form that will personally identify you.

TOUCHPOINT MOBILE APP LICENCE TERMS:

LICENSE TO USE TOUCHPOINT MOBILE APP. Under this Agreement, you are granted a non-transferable, non-exclusive limited license to install and use the TouchPoint Mobile App solely for the purpose of your participation in the Program. You, and no one else, are permitted to use the TouchPoint Mobile App and you may not install or use a copy of the TouchPoint Mobile App on a mobile device that is not owned or controlled by you. All copyrights, patents, trademarks, trade secrets and other intellectual property rights associated with the TouchPoint Mobile App are and shall remain the property of SCRAM SYSTEMS. All rights in and to the TouchPoint Mobile App not expressly granted in this Agreement are hereby reserved and retained by SCRAM SYSTEMS.

USAGE RESTRICTIONS. You will not (a) tamper with the security of the TouchPoint Mobile App; (b) access data through the use of the TouchPoint Mobile App which is not intended for you; (c) log into a server or account through the TouchPoint Mobile App for which you are not authorized; (d) modify, adapt, alter, translate, or create derivative works of the TouchPoint Mobile App; (e) license, sublicense, sell, resell, transfer, distribute or otherwise transfer or commercially exploit the TouchPoint Mobile App; (f) make the TouchPoint Mobile App available to any third party; (g) remove, modify, or obscure any copyright, trademark, patent or other proprietary notice that appears on the TouchPoint Mobile App; (h) make the TouchPoint Mobile App available over a network or other environment permitting access or use by multiple mobile devices; (i) create any link to the TouchPoint Mobile App or frame or mirror any content contained or accessible from the TouchPoint Mobile App; (j) use the TouchPoint Mobile App for creating a product, service or software that is, directly or indirectly, competitive with or in any way a substitute for any services, product or software offered by SCRAM SYSTEMS; or (k) reverse engineer, remanufacture, decompile, disassemble, or otherwise attempt, in whole or in part, to derive the source code for or to decrypt the TouchPoint Mobile App. You will use the TouchPoint Mobile App only in accordance with any available User Guides and applicable laws and government regulations. SCRAM SYSTEMS shall have a royalty-free, worldwide, transferable, sublicensable, irrevocable license to use or incorporate into the TouchPoint Mobile App or other SCRAM SYSTEMS software any suggestions, enhancement requests, recommendations or other feedback provided by you and you waive any confidentiality or privacy restrictions that may otherwise apply to your suggestions, enhancement requests, recommendations or other feedback.

DEACTIVATION OR SUSPENSION. SCRAM SYSTEMS reserves the right to deactivate or suspend your access to the TouchPoint Mobile App if such you are found or are reasonably suspected to be using your use of or access to the TouchPoint Mobile App (i) in violation of the terms of this Agreement or (ii) to facilitate illegal, abusive or unethical activities including pornography, obscenity, violations of law or privacy, hacking, computer viruses, or any harassing or harmful materials or uses.

TERM AND TERMINATION. YOUR LICENSE AND RIGHT TO USE THE TOUCHPOINT MOBILE APP UNDER THE TERMS OF THE AGREEMENT WILL CONTINUE UNTIL YOUR ACCESS IS TERMINATED BY SCRAM SYSTEMS BASED ON (I) YOUR TERMINATION AS AN AUTHORIZED USER UNDER THE TERMS OF THE PROGRAM OR (II) YOUR VIOLATION OF THE TERMS OF THIS AGREEMENT. THE “USAGE RESTRICTIONS” ABOVE SHALL SURVIVE TERMINATION OF THE AGREEMENT TO THE EXTENT THAT A COPY OF THE TOUCHPOINT MOBILE APP REMAINS ON ANY OF YOUR MOBILE DEVICES.

GENERAL TERMS:

NO WARRANTIES; NO LIABILITY. TO THE EXTENT NOT PROHIBITED BY LAW, SCRAM SYSTEMS MAKES NO WARRANTIES DIRECTLY TO YOU OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, AND SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING ANY WARRANTIES OF MERCHANTABILITY, NONINFRINGEMENT, COURSE OF PERFORMANCE OR FITNESS FOR A PARTICULAR PURPOSE, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, SCRAM SYSTEMS DISCLAIMS ALL LIABILITY OF ANY KIND TO YOU, WHETHER IN CONTRACT OR TORT, WITH REGARD TO YOUR DOWNLOAD AND USE OF THE TOUCHPOINT MOBILE APP. THIS LIMITATION MAY NOT APPLY IN CERTAIN JURISDICTIONS THAT DO NOT ALLOW THE LIMITATION OF LIABILITY FOR PERSONAL INJURY, OR OF INCIDENTAL OR CONSEQUENTIAL DAMAGES.

OTHER COSTS. MESSAGE AND DATA RATES MAY APPLY TO THE USE OF THE TOUCHPOINT MOBILE APP AND SCRAM SYSTEMS IS NOT RESPONSIBLE FOR ANY RESULTING COSTS INCURRED AS A RESULT OF SUCH USE.

EXPORT OF TOUCHPOINT MOBILE APP. You are solely permitted to use or export/re-export the TouchPoint Mobile App in full compliance with US export laws and, if you downloaded and are using it outside the US, in full compliance with the export laws of the jurisdiction in which the TouchPoint Mobile App was downloaded or is being used.

US GOVERNMENT. The TouchPoint Mobile App (and any related documentation) is a “Commercial Item”, as that term is defined at 48 C.F.R. §2.101, consisting of “Commercial Computer Software” and “Commercial Computer Software Documentation”, as such terms are used in 48 C.F.R. §12.212 or 48 C.F.R. §227.7202, as applicable. As such, if the TouchPoint Mobile App is being licensed to US Government end-users or US prime contractor or subcontractor end-users, then it is being licensed (a) only as a Commercial Item and (b) with only those rights as are granted to all other end users pursuant to the terms and conditions herein.

LAW AND JURISDICTION/VENUE. Except where the following is not permitted by applicable law, you and SCRAM SYSTEMS agree that the Agreement shall be governed by and construed in accordance with the laws of the State of Colorado, USA without regard to its conflicts of laws provisions, and you and SCRAM SYSTEMS consent to jurisdiction, service of process and venue in the City and County of Denver, Colorado. The United Nations Convention on Contracts for the International Sale of Goods specifically does not apply to this Agreement.