

2025

# Visionlink Terms of Service



Visionlink.org  
303.402.0170  
Boulder, CO

# VISIONLINK TERMS OF SERVICE

Thank you for using this Community Operating System, a Software as a Service offering from Visionlink, Inc.

By using these services from Visionlink, you agree to our Terms of Service, a legal agreement. If you are using Visionlink for an organization or entity, you are agreeing on behalf of that organization or entity. If any terms in the Customer-Specific Supplement apply to you (e.g., if you are a U.S. government entity), those terms are also incorporated herein by reference and form part of this agreement. Our Terms of Service apply to your use of all our Websites and Services.

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## 1. Definitions

When we say “we,” “our,” or “us,” we’re referring to VisionLink, Inc. d/b/a Visionlink, a corporation headquartered in Colorado, our employees, directors, officers, affiliates, and subsidiaries, and our software referred to as the Community Operating System™ and its various modules and features.

When we say “you” or “your,” we are referring to the person or entity that’s registered with us to use the Community Operating System, which may be referred to as COS or COS2 or CommunityOS®, or the person who is accessing these systems as a public, or otherwise non-authenticated user.

When we say “Terms,” we mean our Terms of Service, which includes our Privacy Policy and Service Level Agreement, which are incorporated by reference in the Terms of Service.

When we say “Websites,” we mean our websites located at visionlink.org, communityos.org, including all subdomains and sites associated with those domains, and other websites, we operate now and in the future.

When we say “Services,” we mean our Websites, Application Programming

Interfaces (APIs), applications, proprietary software, content, consulting services, and various third-party services that comprise the Community Operating System.

When we say “Visionlink,” “Community Operating System,” “CommunityOS,” “COS2,” or “COS,” we mean our Websites and Services collectively.

When we say “information,” we mean all of the different forms of data that you provide us and that we collect from you by your use of the Services, your software, and your devices.

When we say “lead contact” or “administrator” or “system operator,” we are referring to the lead contact with whom we work from your organization.

When we say “Service Agreement” we mean the Service Agreement or Renewal Agreement that serves as a contract and which captures the specifics of our Services to you, for specified fees and terms.

When we say “contract termination notice period” or “contract cancellation period,” we refer to the period that we mutually agree is the necessary period that either party must provide to the

other before terminating services, typically as defined in your Service Agreement.

When we refer to “Law” or “Regulations,” we mean any statute, law, ordinance, regulation, rule, judgment, or order of a government, court, or tribunal of competent jurisdiction, including, without limitation, any data protection laws, privacy laws, any laws that require you to obtain consent from an End User or provide notice to an End User in connection with such End User’s use of these Services.

“Customer Data” consists of data and other information made available through the Services under these Terms.

“Customer Usage Data” shall mean metadata processed by us for transmitting, storing, distributing, or exchanging information made available to us through the Services.

“Customer Content” shall mean content exchanged by means of the use of the Services, such as text, message bodies, voice and video media, images, sound, and other content.

## 2. General Rules

To use the Community Operating System, you must (a) be at least thirteen (13) years of age; (b) complete the registration process or access only an appropriate publicly accessible component of our platform; (c) provide current and accurate information; (d) agree to these Terms; and (e) follow these rules:

- You are responsible for all content you provide and all your activities on the Community

Operating System.

- You will use the Community Operating System in compliance with all applicable laws, rules, and regulations;
- You will not use the Community Operating System to solicit the performance of any activity that infringes Visionlink’s rights or the rights of others; and
- You will not use the Community Operating System to upload, transmit, or otherwise distribute any objectionable content, as solely determined by us.
- The U.S. government publishes lists of people and organizations that U.S. companies aren’t allowed to do business with. If you use our services, you swear that neither you nor your organization is on those lists.

If you break any of the rules in these Terms, we may terminate your account without notice at our sole discretion. We will attempt to work with you before terminating your account. Your actions may also subject you to legal consequences.

As long as you comply with our Terms of Service, we grant you a non-exclusive, non-transferable, limited license to use the Community Operating System. Your use of the Community Operating System is at your own risk.

## 3. Intellectual Property

You own your content. You are responsible for following all applicable laws and regulations governing the use of the content and your use of it with

this Service. We do not represent any ownership or claim any intellectual property rights over the information you provide or provide to us.

We own all rights and titles to the Community Operating System and our Services. You may not copy, reproduce, alter, modify, resell, sub-license, mirror, reverse engineer, or create derivative works of the Community Operating System, our Services, or our content on the Community Operating System.

As a condition of using the CommunityOS software, Customer agrees that all intellectual property rights, copyrights, licenses, and materials (collectively, the “Service Provider Materials”) remain the sole property of the Service Provider and any suggestions, enhancements, releases, and customizations to the Services under this Agreement are the sole property of Service Provider. Further, you shall grant us a royalty-free, worldwide, transferable, sub-licensable, irrevocable, and perpetual license to incorporate into the Community Operating System or otherwise use any suggestions, enhancement requests, recommendations, or other feedback we receive from you or your agents.

## 4. Customer Data

Please read our privacy policy to understand what we do with your data and how we protect it. If the privacy policy is unacceptable, stop using our Services immediately.

We may have to use or disclose your data for one or more of the reasons below:

- If necessary, to provide you with our services;

- To address technical issues, provide support or maintain our services;
- If we need to protect Visionlink, other customers, or the public;
- If there is an emergency; or
- If the law requires.

## Use of Customer Data

You acknowledge that you have read our privacy policy (“Privacy Policy”) and understand that it sets forth how we will collect, store, and use your Customer Data. If you disagree with our Privacy Policy, stop using the Services immediately.

We reserve the right to use your data in non-identified ways for research and for the generation of non-identified reports and analysis.

## Sending PII, SPI, or PHI Data Requires Proper Delivery

To properly handle data that you may need to send to Visionlink (e.g., to assist with data migration work, to diagnose system issues), and which may contain either Personally Identifiable Information (PII), Sensitive Personal Information (SPI), or Protected Health Information (PHI), it is important that you do so only as Visionlink authorizes.

Visionlink provides a secure area within your Visionlink instance and through our Help Desk ticketing system for properly handling protected information.

A significant service charge will apply to each instance of inappropriate data delivery to defray the expenses of identifying and removing the PII or PHI information from Visionlink systems. Repeated occurrences may result in the termination of the user’s account without warning or notice.

## Sharing of Your Data

Visionlink provides a variety of methods to share and exchange your information from the Visionlink platform with your partners and other third-parties.

As the Customer, you warrant that you have taken reasonable care to ensure that each partner and third-party data recipient has implemented adequate security and privacy measures to prevent a breach of PHI or PII data or other confidential information. This includes the unauthorized use of Customer data in a machine learning model or artificial intelligence application. Visionlink reserves the right to reject or terminate any data exchange with a third-party data partner it deems to be a risk to CommunityOS or Customer's data.

Customer indemnifies and holds Visionlink harmless for any data breaches or mishandling of the shared data under this Agreement. Customer agrees and acknowledges that Visionlink is not responsible for any Customer data that resides outside of Visionlink's environment. Visionlink will not be held responsible for any losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind for any data misuse or data breach caused by the Customer or any organization with whom Customer's data has been shared.

## Return and Deletion of Customer Usage Data & Customer Content

Upon termination of these Terms, we may retain, use, and disclose Customer Usage Data (a) for our accounting, tax, billing, audit, and compliance purposes; (b) to investigate fraud, spam, or unlawful use of the Visionlink Services; or (c) for non-identified research or

analysis; and/or (d) as required by applicable Law, provided that the retention, use, and disclosure of such Customer Usage Data for the preceding purposes is subject to the confidentiality obligations as outlined in this document. We will anonymize or otherwise delete Customer Usage Data when we no longer require it for the preceding purposes. We provide you the ability to obtain a copy of Customer Content via the Services.

## 5. Passwords and Accounts

You are responsible for keeping your account name and password confidential. You're also responsible for any account that you have access to. You agree to notify us immediately of any unauthorized use of your account(s). We're not responsible for any losses due to stolen or hacked passwords.

While you may choose to activate multiple accounts, you may not share accounts with others. Each account must be linked to a unique user and email address.

To establish an account, you must provide certain information about yourself, which must be true and kept up to date. You can use the Services to keep your account information up to date. You are responsible for the activities undertaken with your account and any account you have access to.

## 6. Access and Use of the Visionlink Services

We work hard to make our Services available for you to use 24/7, but things happen that occasionally make our services unavailable. If our services are ever available for less than we commit to in our Service Level Agreement (SLA)

incorporated herein by reference, then we will give contract holders in good standing a service credit.

## 7. Contributions

What's ours is ours, and what's yours is yours.

Between you and Visionlink, we exclusively own and reserve all rights, titles, and interests in and to the Visionlink Services and our Confidential Information. As between you and Visionlink, you exclusively own and reserve all rights, titles, and interests in and to your Customer Information and your Confidential Information.

We welcome your feedback about Visionlink Services. But please know that by submitting suggestions or other feedback ("Suggestions") about the Visionlink Services, you agree that:

1. we are not under any obligation of confidentiality with respect to your Suggestions;
2. we may use or disclose (or choose not to use or disclose) your Suggestions for any purpose and in any way, including incorporating new functionality into our Services;
3. you are not entitled to any compensation or reimbursement of any kind from us under any circumstances for your Suggestions.

## 8. Confidentiality

Confidentiality. "Confidential Information" means any information or data, regardless of whether it is in tangible form, disclosed by either party that is marked or otherwise designated as confidential or proprietary or that should otherwise be reasonably

understood to be confidential given the nature of the information and the circumstances surrounding disclosure.

Confidential Information does not include any information which: (a) is publicly available through no fault of the receiving party; (b) was properly known to the receiving party, without restriction, prior to disclosure by the disclosing party; (c) was properly disclosed to the receiving party, without restriction, by another person without violation of the disclosing party's rights; or (d) is independently developed by the receiving party without use of or reference to the Confidential Information of the disclosing party.

The receiving party agrees that it will use the Confidential Information of the disclosing party solely per these Terms and will not disclose such Confidential Information to any third party without the disclosing party's prior written consent, except as otherwise permitted hereunder. Visionlink may use and disclose your Confidential Information as necessary to provide Visionlink Services. The receiving party agrees to exercise due care in protecting Confidential Information of the disclosing party from unauthorized use and disclosure. The receiving party may disclose the Confidential Information of the disclosing party, in whole or in part, to its employees, representatives, actual or potential investors, and subcontractors who need to know and are legally bound to keep such information confidential consistent with the terms of this Section.

The receiving party may disclose the Confidential Information of the disclosing party as required by applicable Law provided that, prior to any such compelled disclosure, the

receiving party will, if permissible: (a) promptly notify the disclosing party in writing to allow the disclosing party a reasonable opportunity to resist such disclosure and/or seek a protective order, and (b) reasonably cooperate with the disclosing party in protecting against any such disclosure and/or obtaining a protective order narrowing the scope of such disclosure. If such protection against disclosure is not obtained, the receiving party will be entitled to disclose the Confidential Information of the disclosing party, but only as and to the extent necessary to legally comply with such compelled disclosure.

### **Injunctive Relief**

The parties expressly acknowledge and agree that no adequate remedy may exist at law for an actual or threatened breach of this Section and that, in the event of an actual or threatened breach of the provisions of this Section, the non-breaching party will be entitled to seek immediate injunctive and other equitable relief, without waiving any other rights or remedies available to it. Each party will promptly notify the other in writing if it becomes aware of any violations of the confidentiality obligations outlined in this Section.

## **9. Payment Terms**

We bill for some services in advance and some as they are incurred. When we send an invoice to you, payment is due Net 30. You may pay by check, credit card, or wire transfer. Address information for payment is noted on each invoice, and you may contact [accounting@visionlink.org](mailto:accounting@visionlink.org) to set up wire transfer services.

Please see our pricing plans for details about charges. We provide discounts for payment in advance for 12-month

annual service periods and multi-year contracts. Charges are not prorated for periods less than one calendar month.

If you terminate your contract and have paid in advance for a period of time, we will prorate a refund to you, less the contract termination notification period you selected and any discounts that would not have applied.

We reserve the right to change service fees upon thirty (30) days' written notice. Such notice may be provided at any time by posting the changes to the Community Operating System Administrator Support Panel or by email to your lead contact or Administrator(s).

If you do not pay on time, we may send you a late notice. If we do not receive your payment within 10 days after the late notice date, we may charge a late fee and/or suspend our services.

If we suspend our services to you for your non-payment, then we have no liability for any damage, liabilities, losses (including any loss of data or profits), or any other consequences that you may incur in connection with any such suspension.

If you believe we have charged you the wrong amount and want to dispute it, let us know by writing to [accounting@visionlink.org](mailto:accounting@visionlink.org) within 60 days of the billing date for the charge in question. We will work together to resolve the dispute promptly.

## **10. Marketing**

If you use our Services, then we can use your company's name, logos, and description of how you use our services on our website, in marketing, promotional, or other materials available

to the public in accordance with your usage guidelines.

You can also use our name and logos and reference how you use our services as long as you do so with advanced written approval by Visionlink, which will not be unreasonably withheld.

## 11. Cancellation and Termination

You are solely responsible for the proper cancellation of your account. You may cancel your account anytime by sending an email with the subject line "Service Cancellation" to [contact@visionlink.org](mailto:contact@visionlink.org) from the email account associated with one of your lead contacts or administrators and detailing the services you are canceling and the date you would like us to terminate service. A phone call request is not considered a cancellation. You will not be charged after a cancellation. There is no cancellation fee, but you will be responsible for all fees incurred for the last month of service (no partial month or pro-rated months) and for any outstanding fees and expenses incurred and outstanding at the time of cancellation.

In the event of cancellation or termination, your account access will be disabled, and Visionlink will purge the system of your data no less than fifteen (15) days following the termination of the services. Once we purge your data it cannot be recovered.

If you want your data to be retained, you must arrange for and pay for data retention services 90 days before termination. Without data retention services, we are not obligated to retain your data. You may request data termination services by emailing [contact@visionlink.org](mailto:contact@visionlink.org) and submitting a

customer request for data retention services. We can also provide data migration services, as you may need.

You have the right to cancel the Services with advance notice as indicated in your Service Agreement. written notice; however, we require that you indicate your preferred cancellation period at the time of contracting. We reserve the right, at our sole discretion, to withhold or terminate the Services to any user or organization without notice.

## 12. API Terms

You may access your Community Operating System data using the Community Operating System API (COS-API). Any use of the COS-API access points, including the COS-API through a third-party product that accesses the Community Operating System, is bound by these Terms.

You expressly understand and agree that we shall not be liable for any direct, indirect, incidental, special, consequential, or exemplary damages, including but not limited to damages for loss of profits, goodwill, use, data, or other intangible losses (even if we have been advised of the possibility of such damages) resulting from your use of the COS-API or third-party products that access your data via the COS-API.

Abuse of the Community Operating System via the COS-API may result in the temporary or permanent suspension of your access to the COS-API. We may, at our sole discretion, determine abuse or excessive usage of the API. We reserve the right at any time to modify or discontinue, temporarily or permanently, your access to the COS-API (or any part thereof) with or without notice.



Use of the COS-API systems incurs fees as detailed in our pricing information.

### 13. Indemnification

The parties agree to indemnify and hold the other party harmless from any and all demands, loss, liability, claims, or expenses (including attorneys' fees) made by any third party due to or arising out of or in connection with your use of the Community Operating System.

### 14. Representations and Warranties

To the maximum extent permitted by law, we provide the Services on an "as is" and "as available" basis, which means we don't provide warranties of any kind, either express or implied, including, but not limited to, warranties of merchantability and fitness for a particular purpose and to any warranties that (i) the Community Operating System will meet your specific requirements, (ii) the Community Operating System will be uninterrupted, timely, secure, or error-free, (iii) the results that may be obtained from the use of the Community Operating System will be accurate or reliable, (iv) the quality of any products, services, information, or other material purchased or obtained by you through the Community Operating System will meet your expectations, and (v) any errors in the Community Operating System will be corrected.

WARRANTY DISCLAIMER. WITHOUT LIMITING OUR EXPRESS WARRANTIES AND OBLIGATIONS HEREUNDER, WE HEREBY DISCLAIM ANY AND ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES

OF MERCHANTABILITY, NON-INFRINGEMENT, AND FITNESS FOR A PARTICULAR PURPOSE AND WARRANTIES RELATED TO THIRD-PARTY EQUIPMENT, MATERIAL, SERVICES, OR SOFTWARE. EXCEPT FOR OUR EXPRESS WARRANTIES SET FORTH IN THIS SECTION 12 AND OUR OBLIGATIONS SET FORTH IN THE SLA AND THE SUPPORT TERMS, THE VISIONLINK SERVICES ARE PROVIDED "AS IS" TO THE FULLEST EXTENT PERMITTED BY LAW. TO THE EXTENT SUCH DISCLAIMER CONFLICTS WITH APPLICABLE LAW, THE SCOPE AND DURATION OF ANY APPLICABLE WARRANTY WILL BE THE MINIMUM PERMITTED UNDER SUCH LAW.

### Service Levels

We provide our services in accordance with our defined service levels. Our Service Levels Agreement, incorporated herein by reference, is in the Administrator's Panel on your Visionlink platform.

### 15. Limitation of Liability

To the fullest extent permitted by law, you assume full responsibility for, and we disclaim liability to you, for any indirect, consequential, exemplary, incidental, or punitive damages, including lost profits, even if we had been advised of the possibility of such damages.

We disclaim any and all liability for the acts, omissions, and conduct of any third parties related to your use of the Community Operating System and any linked sites and services. Your sole remedy against us for dissatisfaction with the Community Operating System is to stop using the Community Operating System. This limitation of relief is a part of the bargain between

you and us. The preceding disclaimer applies to any damages, liability, or injuries, whether for breach of contract, tort, negligence, or any other cause of action.

If, notwithstanding the other provisions of the Terms, we are found to be liable to you for any damage or loss which arises out of or is in any way connected with your use of the Website or any of our Services, our liability shall not exceed what you paid us for the Services during the period of time equal to the notice of cancellation period. Some jurisdictions do not allow limitations of liability, so the foregoing limitation may not apply to you.

Generally speaking, neither of us owes the other for any harmful consequences that might indirectly result from our services not working as intended, like lost business. Also, we are both responsible to each other for indirect damages for violations of your and our confidentiality obligations or for satisfying your and our indemnification obligations.

Any direct damages we might owe each other cannot be more than the amounts paid or owed in the previous 12 months. However, direct damages limits are excluded if they result from your failure to pay us on time, violations of your and our confidentiality obligations, or satisfying your and our indemnification obligations.

INDIRECT DAMAGES. UNDER NO CIRCUMSTANCES AND UNDER NO LEGAL THEORY, WHETHER IN TORT, CONTRACT, OR OTHERWISE, WILL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE

DAMAGES OF ANY CHARACTER, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF GOODWILL, LOST PROFITS, LOST SALES OR BUSINESS, WORK STOPPAGE, COMPUTER FAILURE OR MALFUNCTION, LOST DATA, OR FOR ANY AND ALL OTHER DAMAGES OR LOSSES, EVEN IF A PARTY HAD BEEN ADVISED, KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES. THIS SECTION 14.1 SHALL NOT LIMIT (A) YOUR LIABILITY ARISING FROM YOUR BREACH OF SECTION 5 (RESTRICTIONS AND REQUIREMENTS); (B) EITHER PARTY'S LIABILITY ARISING FROM SUCH PARTY'S BREACH OF SECTION 11.4 (CONFIDENTIALITY); OR (C) EITHER PARTY'S INDEMNIFICATION OBLIGATIONS PURSUANT TO THESE TERMS.

DIRECT DAMAGES. UNDER NO CIRCUMSTANCES AND UNDER NO LEGAL THEORY, WHETHER IN TORT, CONTRACT OR OTHERWISE, WILL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY DIRECT DAMAGES, COSTS OR LIABILITIES IN EXCESS OF THE AMOUNTS PAID OR PAYABLE BY YOU DURING THE TWELVE (12) MONTHS PRECEDING THE INCIDENT OR CLAIM. THIS SECTION SHALL NOT LIMIT (A) YOUR LIABILITY ARISING FROM YOUR BREACH OF SECTION 5 (RESTRICTIONS AND REQUIREMENTS) OR SECTION 10 (FEES, PAYMENT TERMS, AND TAXES); OR (B) EITHER PARTY'S LIABILITY ARISING FROM SUCH PARTY'S BREACH OF SECTION (CONFIDENTIALITY); OR (C) EITHER PARTY'S INDEMNIFICATION OBLIGATIONS PURSUANT TO THESE TERMS. THE PROVISIONS OF THIS SECTION ALLOCATE THE RISKS PURSUANT TO THESE TERMS

BETWEEN THE PARTIES, AND THE PARTIES HAVE RELIED ON THE LIMITATIONS SET FORTH HEREIN IN DETERMINING WHETHER TO ENTER INTO THESE TERMS.

EMERGENCY SERVICES DISCLAIMER. THE SERVICES ARE NOT INTENDED TO SUPPORT OR CARRY EMERGENCY CALLS OR SMS MESSAGES TO ANY EMERGENCY SERVICES. NEITHER VISIONLINK NOR ITS REPRESENTATIVES WILL BE LIABLE UNDER ANY LEGAL OR EQUITABLE THEORY FOR ANY CLAIM, DAMAGE, OR LOSS (AND CUSTOMER WILL HOLD VISIONLINK HARMLESS AGAINST ANY AND ALL SUCH CLAIMS) ARISING FROM OR RELATING TO THE INABILITY TO USE THE SERVICES TO CONTACT EMERGENCY SERVICES.

## 16. Governing Law; Dispute

### Resolution

You agree that all matters relating to your access to or use of the Community Operating System, including all disputes, will be governed by the laws of the United States and by the laws of the State of Colorado without regard to its conflicts of laws and provisions. You agree to the personal jurisdiction by and venue in the state and local courts in Boulder County, Boulder, Colorado, and waive any objection to such jurisdiction or venue. Any claim under these Terms of Use must be brought within one (1) year after the cause of action arises, or such claim or cause of action is barred. No recovery may be sought or received for damages other than out-of-pocket expenses, except that the prevailing party will be entitled to costs and attorneys' fees. In the event of any controversy or dispute between you and

us arising out of or in connection with your use of the Websites or Services, the parties shall attempt, promptly and in good faith, to resolve any such dispute. If we cannot resolve any such dispute within a reasonable time (not to exceed ninety (90) days), then either party may submit such controversy or dispute to mediation. If the dispute cannot be resolved through mediation, the parties shall be free to pursue any right or remedy available under applicable law.

### We Both Agree to Arbitrate

If a dispute cannot be resolved through our Customer Support Team, you or any of your affiliates on the one hand and Visionlink and any of Visionlink's affiliates on the other hand, all agree to resolve any dispute relating to these Terms or in relation to the Services by binding arbitration in Boulder, Colorado, or in another location that we have both agreed to.

This applies to all claims under any legal theory unless the claim fits in one of the exceptions below in the Section: Exceptions to Agreement to Arbitrate. It also applies even after you have stopped using your Visionlink account(s) or closed it. If we dispute whether this agreement to arbitrate can be enforced or applies to our dispute, we all agree that the arbitrator will decide that, too.

Under this Section, Agreement to Arbitrate, you understand that you and your affiliates and Visionlink and its affiliates are giving up the right to have a judge and/or jury resolve any controversy or claim arising out of or relating to these Terms or the Visionlink Services.

Despite what we said above, some disputes won't go to arbitration, but to court, like IP disputes and disputes about

your violation of our Terms of Service Policy. We also don't have to arbitrate small claims court cases.

### **Exceptions to Agreement to Arbitrate**

You and your affiliates, on the one hand, and Visionlink and its affiliates, on the other hand, agree that we will go to court to resolve disputes relating to the following:

1. Your, your affiliates', Visionlink's, or Visionlink's affiliates' intellectual property (e.g., trademarks, trade dress, domain names, trade secrets, copyrights, or patents); or
2. Your violation of our Terms of Service Policy.

Also, any of us can bring a claim in small claims court, either in Boulder, Colorado, the county where you live, or some other place we agree on, if it qualifies to be brought in that court. In addition, if any of us brings a claim in court that should be arbitrated or any of us refuses to arbitrate a claim that should be arbitrated, the other of us can ask a court to force us to go to arbitration to resolve the claim (i.e., compel arbitration). Any of us may also request a court to halt a court proceeding while an arbitration proceeding is ongoing.

If we arbitrate, we'll do so through the American Arbitration Association (AAA). Before we even arbitrate, though, we'll try mediation with a AAA mediator. If mediation doesn't work, we'll go to arbitration through AAA with only one arbitrator. The arbitrator's decision will be final and binding.

### **Details of Arbitration Procedure**

Before filing any arbitration, both parties jointly agree to seek to resolve any dispute between us by mediation

conducted by the American Arbitration Association (AAA), with all mediator fees and expenses paid equally by the parties. If mediation fails, either party may initiate an arbitration proceeding with AAA. You can review AAA's rules and procedures on their website [<http://www.adr.org>] or call them at 1-800-778-7879.

The arbitration will be governed by the then-current version of AAA's Commercial Arbitration Rules (the "Rules") and will be held with a single arbitrator appointed in accordance with the Rules. To the extent that anything described in this Section conflicts with the Rules, the language of this Section applies. Each of us will be entitled to get a copy of non-privileged relevant documents in the possession or control of the other party and to take a reasonable number of depositions. All such discovery will be by procedures approved by the arbitrator.

This Section does not alter the statute of limitations that would apply to any claims or counterclaims asserted by either party. The arbitrator's award will be based on the evidence admitted and the substantive law of the State of Colorado and the United States, as applicable, and will contain an award for each issue and counterclaim. The award will provide the factual findings and legal reasoning for such an award in writing. The arbitrator will not be entitled to modify these Terms. Except as the Federal Arbitration Act provides, the arbitration award will be final and binding on the parties. Judgment may be entered in any court of competent jurisdiction.

### **Class Action Waiver**

Both you and your affiliates, on the one hand, and Visionlink and its affiliates,

on the other hand, agree that any claims or controversies between us must be brought against each other on an individual basis only. That means neither you and your affiliates, on the one hand, nor Visionlink and its affiliates, on the other hand, can bring a claim as a plaintiff or class member in a class action, consolidated action, or representative action.

The arbitrator cannot combine more than one person's or entity's claims into a single case and cannot preside over any consolidated, class, or representative proceeding (unless we agree otherwise). And the arbitrator's decision or award in one person's or entity's case can only impact the person or entity that brought the claim, not other Visionlink customers, and cannot be used to decide other disputes with other customers.

## 17. Force Majeure

You agree that we are not liable for any delays or failure in the performance of any part of the Services from any cause beyond our control.

## 18. Severability

If one or more sections of the Terms are held unenforceable, those sections will be removed or edited as little as necessary, and the rest will still be valid and enforceable.

## 19. Assignments

You may not assign any of your rights under this agreement to anyone else. We may assign our rights to any other individual or entity at our discretion.

## 20. No Waiver

Our failure to exercise or enforce any right or provision of the Terms shall not

constitute a waiver of such right or provision.

## 21. Entire Agreement

These Terms and all documents incorporated into these Terms by reference constitute the entire agreement between you and us and govern your use of the Community Operating System, superseding any prior agreements between you and us (including, but not limited to, any prior versions of the Terms of Service).

## 22. Changes to the Community Operating System

We reserve the right, at our sole discretion, to change, modify, add, or remove portions of the Terms at any time. Amendments or changes to these Terms won't be effective until we post revised Terms on the Website. Unless explicitly stated otherwise, any new features that augment or enhance the Community Operating System shall be subject to the Terms.

It is your responsibility to check the Terms periodically for changes. Your continued use of the Community Operating System following the posting of changes will mean that you accept and agree to the changes.

On the Administrator's Operating Panel, we post the most current version of these terms and notices of changes to these terms.

We reserve the right to do any of the following, at any time, without notice to you: (1) to modify, suspend or terminate the operation of or access to the Community Operating System or any portion of the Community Operating System for any reason; (2) to modify or

change the Community Operating System, or any portion of the Community Operating System, and any applicable policies or terms; and (3) to interrupt the operation of the Community Operating System, or any portion of the Community Operating System, as necessary to perform routine or non-routine maintenance, error correction, or other changes.

Although we try to avoid making changes to the Services that are not backward compatible, if any such changes become necessary, we will use reasonable efforts to let you know before implementing those changes.

## 23. Governing Contracts

This document is included by reference in any other contracts, Statements of Work, or Task Orders that you may have with Visionlink. Any changes or amendments to these Terms must be specifically named and referenced in that contract. In the case of any conflict between these Terms of Service and any other contract, Statement of Work, or Task Order, the Terms of Service document will prevail.

## 24. Questions

If you have any questions regarding this Terms of Service, please get in touch with us at [contact@visionlink.org](mailto:contact@visionlink.org) or at:

Visionlink, Inc., 4450 Arapahoe Ave,  
Suite 100, Boulder, Colorado 80303

End of Document,  
Revised January 2025