



## **Order Form Supplement for Incident IQ's Support Scheduler App with Google Calendar Integration**

This is a legally binding agreement. Please read it carefully. By installing or using Incident IQ's Support Scheduler software and/or any updates to such software provided by Incident IQ (the "Software"), you:

- agree to the following terms on behalf of the Incident IQ customer with which you are employed, affiliated or associated (the "Customer"),
- represent that you have the authority to bind the Customer to these terms, and
- represent that you are an authorized User under the master subscription agreement between Incident IQ and the Customer (the "Master Subscription Agreement").

If you do not have such authority, are not an authorized User, or do not agree to these terms, you may not install or use the Software.

This Order Form Supplement was last updated on March 1, 2021. It is effective between the Customer and Incident IQ as of the date you first download, install or use the Software, whichever is earliest. You are responsible for reading and complying with any amended version of this Order Form Supplement that is posted at [www.incidentiq.com/legal/agreements](http://www.incidentiq.com/legal/agreements) before such version can be made available by Incident IQ via the Software, which will become effective 30 days after being posted.

### **1. THIS ORDER FORM SUPPLEMENT**

This Order Form Supplement is a part of each Order Form by which the Customer ordered the Incident IQ cloud service that is supported by the Software (an "Order Form"). The foregoing services are defined as "Incident IQ Services" for the purpose of this Order Form Supplement. The Order Form and this Order Form Supplement are governed by the Master Subscription Agreement. This Order Form Supplement adjusts certain terms of the Master Subscription Agreement, solely with respect to the Software. Capitalized terms used but not defined in this Order Form Supplement have the meanings given to them in the Master Subscription Agreement.

### **2. THE SOFTWARE**

The Software allows iiQ Ticketing Users to use Support Scheduler within their instance of the Incident IQ Cloud Services. A User may optionally configure Support Scheduler to integrate the User's calendar in the Incident IQ Cloud Services with an external, third-party calendar software or services.

### **3. SOFTWARE LICENSE**

The Software, including software embedded in the Software, is licensed, not sold, to

the Customer by Incident IQ only under the terms of the Master Subscription Agreement, any Order Form(s) and this Order Form Supplement, and Incident IQ reserves all rights not expressly granted to the Customer. This Software may include some third-party software, content, or data.

#### **4. PERMITTED LICENSE USES AND RESTRICTIONS**

4.1. This Order Form Supplement allows you, as an authorized User under the Master Subscription Agreement, to use the Software on any Supported Device and on no other devices.

4.2. Except as and only to the extent permitted by applicable law, or by licensing terms governing use of open-sourced components included with the Software, neither you nor any other User may copy, decompile, reverse engineer, disassemble, attempt to derive the source code of, decrypt, modify, or create derivative works of the Software or Software updates, or any part thereof. Any attempt to do so is a violation of the rights of Incident IQ and its licensors. If you or any other User violates this restriction, you or, may be subject to prosecution and damages.

4.3. Neither you nor the Customer may rent, lease, lend, redistribute or sublicense the Software. The Customer may, however, allow other authorized Users under the Master Subscription Agreement to use the Software.

#### **5. TERM AND TERMINATION**

Incident IQ may terminate this Order Form Supplement at any time upon 30 days' notice to Customer without cause, or immediately upon notice to the Customer if any third party (including, but not limited to, Google Inc.) restricts, prevents or ceases to authorize the use of the Software. In addition, this Order Form Supplement shall terminate immediately and automatically upon any termination or expiration of the Customer's subscription to the Incident IQ Cloud Services. Upon any such termination or expiration, the Customer (including you) shall no longer be permitted to use the Software. Termination of this Order Form Supplement shall not entitle the Customer to any refund, credit, or other compensation from Incident IQ under the Master Subscription Agreement or any other agreement or from any third party.

#### **6. SERVICE LEVEL AGREEMENT**

Any service level agreement in effect between the Customer and Incident IQ shall not apply to the Software.

#### **7. TERMS REQUIRED BY GOOGLE INC (“GOOGLE”).**

(a) This Order Form Supplement is between the Customer and Incident IQ only, and not with Google. Incident IQ is solely responsible for the Software.

(b) Incident IQ is solely responsible for providing and Google has no obligation to provide maintenance and support for the Software. Support requests, as well as questions, complaints or claims regarding the Software, may be directed to Incident IQ Customer Support, in accordance with the terms specified in any Order Form(s) or the Master Subscription Agreement.

(c) The Software uses Google user data from the Google Calendar App when a user elects to connect their Incident IQ user account to an external Google Calendar. The Google data accessed, used, and stored by the Software include all calendar event data for any connected calendar. This Google data is stored in Incident IQ to aid in the coordination and scheduling of events from within the Incident IQ Cloud Services using the Software. The Software, when linked to a Google Calendar, may also be used by users to add, update and delete calendar events on a connected Google Calendar.

(d) No Google user data is shared with any third parties and no Google user data is accessed, stored, or used for any purpose other than in the manner described in paragraph (c) above, and for the purposes of delivering the Software and related Cloud Services.

(e) To the maximum extent permitted by applicable law, Google will have no warranty obligation whatsoever with respect to the Software, and will not be liable for any claims, losses, liabilities, damages, costs or expenses attributable to any failure to conform to any warranty. Incident IQ shall not be required to provide a refund to you or to the Customer under any circumstances.