

## ACEISS PLATFORM MASTER TERMS OF SERVICE

**Last Updated:** 09/01, 2025

These Master Terms of Service (this “**Agreement**”) govern access to and use of the Aceiss Platform by the counterparty executing this Agreement, as set forth hereunder (“**Customer**”). The “**Aceiss Platform**” means the proprietary cloud-based software-as-a-service platform offered by Aceiss Inc. (“**Aceiss**”). Each of Aceiss and Customer are sometimes referred to herein as a “**Party**” and, collectively, as the “**Parties**.”

THE ACEISS PLATFORM IS OFFERED AND MADE AVAILABLE TO, AND INTENDED FOR USE SOLELY BY, RESIDENTS OF THE UNITED STATES OF AMERICA WHO ARE AT LEAST 18 YEARS OF AGE AND OTHERWISE AUTHORIZED AND ABLE TO ENTER INTO LEGALLY BINDING AGREEMENT. IF YOU DO NOT MEET THE FOREGOING ELIGIBILITY REQUIREMENTS, YOU MUST NOT ACCESS OR USE THE ACEISS PLATFORM.

BY ACCESSING THE ACEISS PLATFORM (AS HEREINAFTER DEFINED) OR USING ANY SERVICES (AS HEREINAFTER DEFINED), OR BY CLICKING TO ACCEPT, ELECTRONICALLY EXECUTING, OR OTHERWISE DIGITALLY AGREEING TO, THIS AGREEMENT WHEN SUCH OPTION IS MADE AVAILABLE, CUSTOMER ACCEPTS AND AGREES TO BE BOUND BY THE TERMS OF THIS AGREEMENT EFFECTIVE AS OF THE DATE OF SUCH ACTION (THE “**EFFECTIVE DATE**”). IF THE INDIVIDUAL TAKING SUCH ACTION IS ENTERING INTO THIS AGREEMENT ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY, THE INDIVIDUAL TAKING SUCH ACTION REPRESENTS AND WARRANTS THAT THEY HAVE THE AUTHORITY TO BIND SUCH ENTITY TO THIS AGREEMENT, IN WHICH CASE THE TERM “CUSTOMER” SHALL REFER TO SUCH ENTITY.

For good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, and intending to be legally bound, the Parties agree as follows:

### 1. **ARBITRATION NOTICE**

**CUSTOMER AGREES THAT DISPUTES BETWEEN CUSTOMER AND ACEISS CONCERNING ACCESS TO AND USE OF THE ACEISS PLATFORM WILL BE RESOLVED PURSUANT TO THE DISPUTE RESOLUTION PROCESS OUTLINED IN SECTION 18 BELOW, WHICH MAY INCLUDE INDIVIDUAL BINDING ARBITRATION. CUSTOMER AGREES TO WAIVE ITS RIGHTS TO PARTICIPATE IN A CLASS ACTION LAWSUIT OR CLASS-WIDE ARBITRATION. FOR MORE DETAILS ON THIS PROCESS, AND HOW TO OPT-OUT OF ARBITRATION, SEE SECTION 18 BELOW.**

### 2. **SERVICES; ACEISS OBLIGATIONS AND RESTRICTIONS.** Aceiss shall provide the following to Customer (collectively, the “**Services**”):

(a) Aceiss Platform. Subject to Customer’s compliance with this Agreement, Aceiss grants to Customer during the period beginning on the Effective Date and concluding on the earlier of any termination or nonrenewal of this Agreement in accordance with its terms (the “**Platform Access Term**”) a limited, revocable, non-exclusive, non-sublicensable, non-transferable, non-assignable right to remotely access and use the Aceiss Platform, solely for Customer’s internal, non-commercial purposes and only in accordance with the configurations and specifications provided by Aceiss.

(b) Support Services. Aceiss shall provide to Customer technical call and email support for the Aceiss Platform in accordance with the standard support service practices of Aceiss as they may exist from time to time. Aceiss retains the right to change the availability of support and all other conditions applicable to support at any time in its sole and absolute discretion. Aceiss will install updates and bug fixes for the Aceiss Platform from time to time during scheduled maintenance periods and during other maintenance periods designated by Aceiss. Aceiss will use commercially reasonable efforts to notify Customer in advance of unscheduled maintenance periods. Customer acknowledges and understands that advance notice may not be possible in the event of the need for emergency maintenance. Aceiss shall not be responsible under this Agreement for: (i) any software, software services, content, data, or other materials, including related documentation, that are owned by third parties other than Aceiss (“**Third-Party Services**”) used with the Aceiss Platform; (ii) modification or improvements by the Customer to any application protocol interfaces to the Aceiss Platform; or (iii) the correction of program errors resulting from modification of the Aceiss Platform at the request of Customer or Customer’s failure to use the Aceiss Platform in accordance with its documentation.

(c) Aceiss Obligations and Restrictions. Aceiss shall not, and shall not allow its Permitted Users (as defined below) or others acting on its behalf to: (i) make any unauthorized use of, provide unauthorized access to, or copy, in whole or in part, any Customer information systems or otherwise use or access any Customer information systems other than as permitted by this Agreement; (ii) provide any Services or otherwise perform this Agreement in a way that violates, misappropriates or infringes on any third party's intellectual property rights or violates any law; or (iii) violate any data access rights or other data permissions established or implemented by Customer with respect to any data uploaded to the Aceiss Platform by or on behalf of Customer.

### 3. FEES; CUSTOMER'S OBLIGATIONS AND RESTRICTIONS.

(a) Trial Access Period; Fees; Customer Cancellation and Nonrenewal Rights. Customer shall be entitled to access and use the Aceiss Platform through a one-time free trial period (the "**Trial Access Period**") beginning on the Effective Date and concluding upon the later of (i) sixty (60) days after the Effective Date and (ii) thirty (30) days after Aceiss's provision of an initial Fee Notice to Customer. A "**Fee Notice**" means a written notice provided by Aceiss to Customer, no less than twenty-one (21) but no more than thirty (30) days prior to the date on which it is stated to take effect, that Customer's continued access to the Aceiss Platform shall be subject to new or increased monthly subscription fees in such amounts as specified therein (the applicable "**Aceiss Platform Subscription Fees**") as of the date specified therein. Fee Notices may be provided to Customer through the Aceiss Platform or using the email address associated with Customer's Aceiss Platform account. Following the Trial Access Period, Customer shall incur and continue to incur Aceiss Platform Subscription Fees, and Customer shall be entitled to access and use the Aceiss Platform subject to its payment of such Aceiss Platform Subscription Fees, over each subsequent monthly period ("**Renewal Period**") in the amounts set forth in the most recent Fee Notice, unless Customer provides written notice of nonrenewal to Aceiss (x) at least ten (10) days prior to the end of the Trial Access Period, or (y) at least ten (10) days prior to the end of the then-current Renewal Period, as applicable, using the following notice address: support@aceiss.com. Aceiss may implement, increase or change the Aceiss Platform Subscription Fees at any point by providing a Fee Notice as set forth herein (and following the Trial Access Period, no less than twenty-one (21) but no more than thirty (30) days prior to the first date of the immediately upcoming Renewal Period, when all new or increased Aceiss Platform Subscription Fees under such Fee Notices shall take effect), and Customer agrees pay to Aceiss the Aceiss Platform Subscription Fees as incurred by it, subject to Customer's nonrenewal rights, and as otherwise set forth herein.

(b) Customer Obligations. During the Platform Access Term, Customer shall: (i) provide Aceiss all information, resources and assistance reasonably necessary for Aceiss to provide the Services; and (ii) provide and maintain, whether directly or through a third party service, all information technology infrastructure necessary to access and use the Aceiss Platform in accordance with the configurations and specifications provided by Aceiss, including, but not limited to, all necessary application protocol interfaces with any Third-Party Services.

(c) Customer Restrictions. Customer is responsible and liable for all uses of the Aceiss Platform resulting from access provided by Customer, directly or indirectly, whether such access or use is permitted by or in violation of this Agreement. Without limiting the generality of the foregoing, Customer is responsible for all acts and omissions of all Customer employees or agents authorized by Customer to use the Aceiss Platform pursuant to this Agreement and supplied a user identification and password by Aceiss ("**Permitted Users**") in connection with their use of the Aceiss Platform. Customer shall inform each Permitted User of the restrictions and requirements of this Agreement, and Customer shall remain solely responsible for each Permitted User's compliance with all the terms and conditions of this Agreement. Any act or omission by a Permitted User that would constitute a breach of this Agreement if taken by Customer will be deemed a breach of this Agreement by Customer.

Customer shall not, and shall not allow any Permitted User or any others acting on its behalf to: (i) make any unauthorized use of, provide unauthorized access to, or copy, in whole or in part, the Aceiss Platform or otherwise use the Aceiss Platform other than as permitted by this Agreement; (ii) disassemble, decompile, recast, reverse engineer or otherwise attempt to discover the Aceiss Platform's source code, or create derivative works of the Aceiss Platform; (iii) resell, rent, loan, lease, reproduce, display, or otherwise distribute the Aceiss Platform; (iv) modify, alter, delete or obscure any proprietary rights notice embedded in or affixed to the Aceiss Platform; (v) modify or alter, in whole or in part, the Aceiss Platform or any object, source or executable code thereof; (vi) destroy, disrupt, disable, distort, or otherwise harm or impede the Aceiss Platform, including the operation and access thereof; (vii) upload any data or information to the Aceiss Platform that violates, misappropriates or infringes on any third party's intellectual property rights or violates any law; (viii) violate any data access rights or other data permissions established or implemented by Aceiss with respect to any data uploaded to the Aceiss Platform; (ix) use the Services in a manner that is not contemplated by this Agreement or that constitutes a violation of any applicable law, rule or regulation; or (x) develop a competitive product or service using similar ideas, features, functions or graphics as the Aceiss Platform.

(d) Suspension or Termination of Services. Notwithstanding anything to the contrary in this Agreement, Aceiss may, directly or indirectly, suspend, terminate or otherwise deny Customer's and any Permitted User's access to any portion or all of the Services under this Agreement, temporarily or permanently, in Aceiss's sole discretion and without prior notice, if: (i) Aceiss reasonably determines that (A) there is a threat or attack on any of the Services; (B) Customer's or any Permitted User's use of the Services disrupts or poses a security risk to the Services or to any other customer or vendor of Aceiss (including any Third-Party Services); (C) Customer, or any Permitted User, is using the Services for fraudulent or illegal activities; (D) subject to applicable law, Customer has ceased to continue its business in the ordinary course, made an assignment for the benefit of creditors or similar disposition of its assets, or become the subject of any bankruptcy, reorganization, liquidation, dissolution, or similar proceeding; or (E) Aceiss's provision of the Services to Customer or any Permitted User is prohibited by applicable law; (ii) any vendor of Aceiss has suspended or terminated Aceiss's access to or use of any third-party services or products required to enable Customer to access the Services; (iii) any vendor of Customer has suspended or terminated Aceiss's access to or use of any third-party services or products required to enable Aceiss to provide the Services; (iv) Aceiss receives a judicial or other governmental demand or order, subpoena, or law enforcement request that expressly or by reasonable implication requires Aceiss to do so; or (v) if Customer's account is unpaid as to any undisputed Fees at any time when payment is due or remains overdue thereafter. Aceiss shall use commercially reasonable efforts to resume providing access to the Services as soon as reasonably possible after the event giving rise to the suspension is cured. ACEISS WILL HAVE NO LIABILITY FOR ANY DAMAGE, LIABILITIES, LOSSES (INCLUDING ANY LOSS OF DATA OR PROFITS), OR ANY OTHER CONSEQUENCES THAT CUSTOMER OR ANY PERMITTED USER MAY INCUR AS A RESULT OF A SUSPENSION PURSUANT TO THIS SECTION.

#### **4. TERM AND TERMINATION.**

(a) Term. This Agreement shall commence upon the Effective Date and continue until the effective date of any termination or nonrenewal event in accordance with this Agreement.

(b) Termination. Either Party may terminate this Agreement, effective upon written notice to the other Party, if such Party: (i) breaches this Agreement and such breach is incapable of cure (or, with respect to a material breach capable of cure, the other Party does not cure such breach within thirty (30) days after receipt of written notice of such breach); (ii) becomes insolvent or admits its inability to pay its debts generally as they become due; (iii) becomes subject, voluntarily or involuntarily, to any proceeding under any domestic or foreign bankruptcy or insolvency law; (iv) is dissolved or liquidated or takes any corporate action for such purpose; (iv) makes a general assignment for the benefit of creditors; or (v) has a receiver, trustee, custodian, or similar agent appointed by order of any court of competent jurisdiction to take charge of or sell any material portion of its property or business. Notwithstanding the foregoing or anything else in this Agreement, Aceiss may terminate this Agreement, effective upon written notice to Customer, if Customer remains in breach of its payment obligations as to undisputed Fees within ten (10) business days after receipt of written notice of such breach.

(c) Effect of Termination. In no event shall any termination relieve Customer of the obligation to pay any Fees payable to Aceiss for the period prior to the effective date of termination. Sections 4(a), 4(c), 4(d), 5(c), 5(d), 6, 7, 8, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19 and 21 shall survive the termination or expiration of this Agreement in accordance with their respective terms.

(d) Obligations Upon Termination. Upon termination or expiration of this Agreement, (i) Customer shall immediately cease accessing and using the applicable Aceiss Platform, and (ii) each Party shall delete, purge and destroy all Confidential Information of the other Party from its information technology systems and otherwise in its possession or control in connection therewith; provided, that each Party shall be permitted to retain one (1) copy of such Confidential Information for the sole purpose of performing any continuing obligations hereunder or for archival purposes, and additional copies of or any computer records or files containing such Confidential Information that have been created solely by such Party's automatic archiving and back-up procedures, to the extent created and retained in a manner consistent with such other Party's standard archiving and back-up procedures, but not for any other use or purpose, subject in each case to such Party's continued compliance with the confidentiality obligations and restrictions contained in such Agreement for as long as so retained.

#### **5. REPRESENTATIONS AND WARRANTIES.**

(a) Each Party represents and warrants to the other Party with respect to each Agreement that: (i) it is duly organized, validly existing, and in good standing under the laws of the jurisdiction of its incorporation or other organization; (ii) it has the full right, power, and authority to enter into and perform its obligations and grant the rights, licenses, consents, and authorizations it grants or is required to grant under this Agreement; (iii) the execution of this Agreement by its

representative whose signature is set forth at the end of this Agreement has been duly authorized by all necessary corporate or organizational action of such party; and (iv) when executed and delivered by both parties, this Agreement will constitute the legal, valid, and binding obligation of such party, enforceable against such party in accordance with its terms.

(b) Aceiss represents, warrants, and covenants to Customer that Aceiss will perform the Services using personnel of required skill, experience, and qualifications and in a professional and workmanlike manner in accordance with generally recognized industry standards for similar services and will devote adequate resources to meet its obligations under this Agreement.

(c) Customer represents, warrants, and covenants to Aceiss that Customer owns or otherwise has and will have the necessary rights and consents in and relating to the Customer Data so that, as received by Aceiss and used, processed or disclosed in accordance with this Agreement, they do not and will not infringe, misappropriate, or otherwise violate any intellectual property rights, or any privacy or other rights, of any third party or violate any applicable law.

## 6. CONFIDENTIALITY.

(a) As used herein, “**Confidential Information**” means all confidential information and materials disclosed or made available by one Party (the “**Disclosing Party**”) to the other Party (the “**Receiving Party**”) prior to the effective date of and during the Platform Access Term, whether in writing, electronically or otherwise, that is designated as confidential or that reasonably should be understood to be confidential to such Party given the nature of the information or material. The Confidential Information of Aceiss includes, without limitation, all Aceiss IP (defined below). During the Platform Access Term and for a period of seven (7) years thereafter, the Receiving Party shall (a) maintain in strict confidence, using not less than reasonable care, the Disclosing Party’s Confidential Information; (b) only disclose and permit third parties to access the Disclosing Party’s Confidential Information with the Disclosing Party’s prior written consent, and (c) only provide access to the Disclosing Party’s Confidential Information to its employees and agents who have a need-to-know such Confidential Information and who at the time of access are bound by a non-disclosure agreement that is at least as restrictive as the Receiving Party’s obligations hereunder. In addition to any other remedies afforded hereby, each Party may seek equitable relief in a court of competent jurisdiction in the event of any suspected, threatened or actual breach of this Section 8 by the other Party.

(b) The restrictions on disclosure and use of Confidential Information stated above shall not apply to the extent that information or data received hereunder is shown to have been: (i) generally available to the public at the time of its receipt hereunder, or thereafter became available to the public other than by a wrongful act attributable to the Receiving Party; (ii) known to the Receiving Party on a non-confidential basis prior to its receipt from the Disclosing Party hereunder; (iii) obtained lawfully, and without any breach of any confidentiality obligation, from a third party on a basis which would permit such disclosure or use; (iv) developed independently by personnel of the Receiving Party who had no substantive knowledge of the Disclosing Party’s information or data; or (v) disclosed with the prior written consent of the Disclosing Party.

(c) It shall not be a breach of this Agreement for a Receiving Party to disclose the Disclosing Party’s Confidential Information where, but only to the extent that, such disclosure is required by law or applicable legal process, provided in such case the Receiving Party shall to the extent not prohibited by law and/or regulatory process: (i) give the earliest notice practicable to the original Disclosing Party that such disclosure is or may be required; and (ii) cooperate in protecting the confidential or proprietary nature of the Confidential Information which must so be disclosed.

(d) If a Party discloses or re-discloses Confidential Information that includes technical data, such disclosing party shall be responsible to ensure that such disclosure is in compliance with the laws and regulations of the United States. Each Party will comply with all U.S. export control laws and regulations. The information which the Parties may wish to disclose pursuant to this Agreement may be subject to the provisions of the Export Administration Act and the Export Administration Regulations promulgated thereunder, the Arms Export Control Act, the International Traffic in Arms Regulations, and the sanctions laws administered by the Office of Foreign Assets Control. The Parties acknowledge that these statutes and regulations impose restrictions on import, export and transfer to third countries of certain categories of data, and that licenses from the U.S. Department of State and/or the U.S. Department of Commerce may be required before such data can be disclosed hereunder, and that such licenses may impose further restrictions on use and further disclosure of such data.

## 7. PROPRIETARY RIGHTS.

(a) As between the Parties, Customer shall at all times retain ownership in all of its data and records uploaded or otherwise added by Customer to the Aceiss Platform (“**Customer Data**”). Customer hereby grants to Aceiss during the Platform Access Term a limited, non-exclusive license to use, reproduce, distribute, modify, and make derivative works of, the Customer Data as necessary to operate the Aceiss Platform and provide the Services.

(b) Customer may from time to time provide Aceiss suggestions, comments, evaluations, assessments, opinions, critiques, questions and other feedback and information regarding the Aceiss Platform, including, but not limited to, information related to (i) Customer’s experience with the Aceiss Platform, and (ii) the operation, implementation, integration, interface, specifications, configurations and utility of the Aceiss Platform (collectively, “**Feedback**”). For the avoidance of doubt, the “Feedback” shall not include any Customer Materials (as defined below) or any Confidential Information of Customer.

(c) Customer understands and agrees that Aceiss may derive, aggregate, use and disclose data and information related to Customer’s use of the Aceiss Platform (or any part or aspect thereof) for any purpose, whether internal or commercial, during or after the Platform Access Term, provided Aceiss uses the foregoing solely in an aggregate or anonymized manner (“**Resultant Data**”).

(d) Customer acknowledges and agrees that all right, title and interest in and to the Aceiss Platform, all Feedback and all Resultant Data (including all enhancements, modifications, customizations thereto, and derivative works thereof, whether developed by Aceiss alone or jointly with Customer or others as part of the Services) and all associated intellectual property (collectively, “**Aceiss IP**”) is and shall remain exclusively with Aceiss, its licensors and their respective successors and assigns. To the extent any of the foregoing vest in Customer, Customer hereby assigns to Aceiss all right, title and interest in and to the Aceiss IP. Except to the limited extent set forth in Section 3(a) of this Agreement during the applicable Order Term, Aceiss does not grant to Customer any license in or right to access or use any Aceiss IP, whether expressly, by implication, estoppel, reliance or otherwise, all of which are specifically excluded and disclaimed.

## **8. PRIVACY AND SECURITY.**

(a) Security. Aceiss will maintain commercially reasonable administrative, technical and procedural safeguards designed to safeguard the Customer Data from unauthorized access, disclosure or loss, in compliance with applicable laws and the DPA (as defined below). To the extent that the Services require Aceiss to process any information provided by Customer that meets the definition of “personal information”, “nonpublic personal information”, “personal data”, or other applicable phrases and terms as defined in any applicable laws and regulations, the Parties will enter into and adhere to a mutually acceptable Data Processing Agreement.

## **9. NO WARRANTY; DISCLAIMERS.**

(a) THE ACEISS PLATFORM AND THE SERVICES PROVIDED UNDER THIS AGREEMENT ARE PROVIDED "AS-IS", "WHERE-IS" AND "AS-AVAILABLE," WITH ALL FAULTS AND WITHOUT WARRANTY OF ANY KIND. ALL THIRD-PARTY SOURCES ARE PROVIDED "AS IS" AND ANY REPRESENTATION OR WARRANTY OF OR CONCERNING ANY THIRD-PARTY SOURCES IS STRICTLY BETWEEN CUSTOMER AND THE THIRD-PARTY OWNER OR DISTRIBUTOR OF THE THIRD-PARTY SOURCES. EXCEPT AS OTHERWISE SET FORTH HEREIN, ACEISS HEREBY EXPRESSLY DISCLAIMS ON BEHALF OF ITSELF AND ITS MEMBERS, STOCKHOLDERS, OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS (COLLECTIVELY, “**ACEISS PARTIES**”) ANY AND ALL WARRANTIES OF ANY KIND, EXPRESS, IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT OR TITLE. NEITHER ACEISS NOR ANY OF THE ACEISS PARTIES REPRESENTS OR WARRANTS THAT ACCESS TO THE ACEISS PLATFORM OR PROVISION OF THE SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE, THAT DEFECTS, IF ANY, WILL BE CORRECTED, OR THAT THE ACEISS PLATFORM IS FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS; NOR DOES ACEISS OR ANY OF THE ACEISS PARTIES MAKE ANY REPRESENTATIONS OR WARRANTIES ABOUT THE ACCURACY, RELIABILITY, CURRENCY, QUALITY, PERFORMANCE OR SUITABILITY OF THE ACEISS PLATFORM OR THE SERVICES. IN THE EVENT OF ANY PROBLEM WITH THE ACEISS PLATFORM OR THE SERVICES, CUSTOMER’S SOLE AND EXCLUSIVE REMEDY UNDER THIS AGREEMENT IS LIMITED TO CEASING USE OF THE SERVICES.

(b) CUSTOMER UNDERSTANDS AND AGREES THAT: (X) THE ACEISS PLATFORM IS PROVIDED VIA THE INTERNET AND ACCEPTS THE RELATED AND INHERENT RISKS ASSOCIATED WITH USE OF HARDWARE, SOFTWARE, AND INTERNET CONNECTIONS, INCLUDING THE RISK OF MALICIOUS SOFTWARE

INTRODUCTION, AND THE RISK THAT THIRD PARTIES MAY OBTAIN UNAUTHORIZED ACCESS TO CUSTOMER'S ACCOUNT USED IN CONNECTION WITH THE ACEISS PLATFORM; (Y) NEITHER ACEISS NOR ANY OF THE ACEISS PARTIES OPERATE OR CONTROL THE INTERNET, AND AS SUCH, THE ACEISS PLATFORM AND CORRESPONDING SERVICES MAY BE SUBJECT TO LIMITATIONS, DELAYS, AND OTHER PROBLEMS INHERENT IN THE USE OF THE INTERNET AND ELECTRONIC COMMUNICATIONS; AND (Z) NEITHER ACEISS NOR ANY OF THE ACEISS PARTIES ARE OR SHALL BE RESPONSIBLE FOR ANY DELAYS, DELIVERY FAILURES, OR OTHER DAMAGE RESULTING FROM THE RISKS OR PROBLEMS SET FORTH IN THE PRECEDING CLAUSES (X) AND (Y), INCLUDING ANY DAMAGES OR LOSSES RESULTING FROM SUCH PROBLEMS, AND CUSTOMER HEREBY ACKNOWLEDGES AND ACCEPTS ALL SUCH RISKS AND THE INHERENT POTENTIAL FOR SUCH DAMAGES OR LOSSES IN CONNECTION THEREWITH, INCLUDING, BUT NOT LIMITED TO ANY LOSSES, DAMAGES, OR CLAIMS ARISING FROM USER ERROR, SERVER FAILURE OR DATA LOSS, CORRUPTED DIGITAL FILES, UNAUTHORIZED ACCESS OR ACTIVITIES BY THIRD PARTIES, INCLUDING, BUT NOT LIMITED TO THE USE OF VIRUSES, PHISHING, BRUTEFORCING, OR OTHER MEANS OF ATTACK AGAINST THE SERVICES.

(c) THE SERVICES DO NOT REPLACE THE NEED FOR CUSTOMER TO MAINTAIN REGULAR DATA BACKUPS OR REDUNDANT DATA ARCHIVES. ACEISS HAS NO OBLIGATION OR LIABILITY FOR ANY LOSS, ALTERATION, DESTRUCTION, DAMAGE, CORRUPTION, OR RECOVERY OF CUSTOMER DATA.

(d) CERTAIN FUNCTIONALITIES OF THE SERVICES MAY DEPEND IN WHOLE OR IN PART ON THIRD-PARTY SERVICES. IF ANY EVENT WERE TO DISRUPT ANY FUNCTIONALITY PROVIDED BY ANY THIRD-PARTY SERVICE, THEN THE SERVICES MAY, IN WHOLE OR IN PART, SIMILARLY EXPERIENCE A DISRUPTION OR BE SUSPENDED, DISABLED OR OTHERWISE UNAVAILABLE, TEMPORARILY OR PERMANENTLY. ACEISS SHALL NOT HAVE AND HEREBY DISCLAIMS ALL RESPONSIBILITY AND LIABILITY TO CUSTOMER OR ANY OTHER THIRD PARTY FOR THE AVAILABILITY, FUNCTIONING OR PERFORMANCE OF ALL THIRD-PARTY SERVICES AND ANY SUCH DISRUPTION, SUSPENSION, DISABLING OR UNAVAILABILITY.

(e) CUSTOMER ACKNOWLEDGES AND AGREES THAT CUSTOMER IS SOLELY RESPONSIBLE FOR ITS USE OF ALL DATA AND OUTPUT FROM THE ACEISS PLATFORM.

## 10. INDEMNIFICATION.

(a) Aceiss shall defend, indemnify, and hold harmless Aceiss and its affiliates, and their respective officers, directors, employees, agents, successors, and permitted assigns, from and against all losses, damages, liabilities, deficiencies, actions, judgments, interest, awards, penalties, fines, costs, or expenses of whatever kind, including reasonable attorneys' fees and the cost of enforcing any right to indemnification hereunder and the cost of pursuing any insurance providers ("**Losses**") arising out of or resulting from any third-party claim, suit, action, or proceeding ("**Action**") based on a claim that any of the Aceiss Platform or Customer's receipt or use thereof infringes any intellectual property right of a third party arising under the laws of the United States; provided, however, that Aceiss shall have no obligations under this Section 11(a) with respect to claims to the extent arising out of: (i) any Customer Data, or any instruction, information, documents, designs, know-how, methodologies, software, specifications, or other materials provided by Customer to Aceiss ("**Customer Materials**"); (ii) use of the Aceiss Platform in combination with any materials or equipment not authorized by Aceiss in writing, if the infringement would have been avoided by the use of the Aceiss Platform not so combined; or (iii) any modifications or changes made to the Aceiss Platform by or on behalf of anyone other than Aceiss or its designees.

(b) Customer shall defend, indemnify, and hold harmless Aceiss and its affiliates, and their respective officers, directors, employees, agents, successors, and permitted assigns from and against all Losses arising out of or resulting from any Action arising out of or resulting from: (i) bodily injury, death of any person, or damage to real or tangible, personal property resulting from the negligent or willful acts or omissions of Customer or any Permitted User, or otherwise in connection with any goods, products or services offered, sold, or otherwise provided by, through or on behalf of Customer or any Permitted User; (ii) Customer's or any Permitted User's breach of any representation, warranty, or obligation of Customer in this Agreement; (iii) Aceiss's possession or use of any Customer Materials to provide the Services or otherwise in accordance with this Agreement; (iv) Aceiss's processing of Customer Data, except to the extent Aceiss's processing is in breach of this Agreement; and (v) any other claim relating to any Customer Data.

(c) If any of the Services are, or in Aceiss's opinion are likely to be, claimed to infringe, misappropriate, or otherwise violate any third-party intellectual property right, or if Customer's or any Permitted User's use of the Services is enjoined or threatened to be enjoined, Aceiss may, at its option and sole cost and expense: (i) obtain the right for Customer to continue to use the Services materially as contemplated by this Agreement; (ii) seek to modify or replace the Services, in whole or in part, to be non-infringing, while providing materially equivalent features and functionality, in which case such modifications or replacements will constitute Services under this Agreement; or (iii) by written notice to Customer, terminate this Agreement with respect to all or part of the Services, and require Customer to immediately cease any use of the Services or any specified part or feature thereof.

(d) THIS SECTION 11 SETS FORTH CUSTOMER'S SOLE REMEDIES AND ACEISS'S SOLE LIABILITY AND OBLIGATION FOR ANY ACTUAL, THREATENED, OR ALLEGED CLAIMS THAT THE SERVICES OR ANY SUBJECT MATTER OF THE AGREEMENT INFRINGES, MISAPPROPRIATES, OR OTHERWISE VIOLATES ANY INTELLECTUAL PROPERTY RIGHTS OF ANY THIRD PARTY.

11. **LIMITATION OF LIABILITY.** NEITHER PARTY NOR ANY OF ITS MEMBERS, STOCKHOLDERS, OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS SHALL BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, EXEMPLARY, PUNITIVE, INDIRECT OR SPECIAL DAMAGES OF ANY NATURE ARISING FROM BREACH OF WARRANTY, BREACH OF CONTRACT, NEGLIGENCE OR ANY OTHER LEGAL THEORY, WHETHER IN TORT OR CONTRACT, EVEN IF SUCH PARTY HAS BEEN APPRISED OF THE LIKELIHOOD OF SUCH DAMAGES OCCURRING, INCLUDING DAMAGES FROM INTERRUPTION OF BUSINESS, LOSS OF INCOME OR OPPORTUNITIES, LOSS OF USE OF THE SERVICES, LOSS OF DATA, COST OF RECREATING DATA OR COST OF CAPITAL. IN NO EVENT SHALL EITHER PARTY OR ANY OF ITS MEMBERS, STOCKHOLDERS, OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS BE LIABLE FOR ANY DIRECT DAMAGES IN EXCESS OF THE FEES PAID BY CUSTOMER UNDER THE APPLICABLE AGREEMENT FOR THE THREE (3) MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO THE CLAIM. THE FOREGOING LIMITATIONS OF LIABILITY SHALL NOT APPLY TO (i) CUSTOMER'S PAYMENT OBLIGATIONS UNDER THE AGREEMENT, (ii) EITHER PARTY'S INDEMNIFICATION OBLIGATIONS UNDER THE AGREEMENT, (iii) EITHER PARTY'S OBLIGATIONS WITH RESPECT TO CONFIDENTIAL INFORMATION, OR (iv) THE EXTENT PROHIBITED BY APPLICABLE LAW.
12. **RELATIONSHIP OF THE PARTIES; NONEXCLUSIVE SERVICES.** In making and performing this Agreement, the Parties are and shall act at all times as independent contractors, and nothing contained herein shall be construed or implied to create an agency, association, partnership or joint venture between the Parties. At no time shall either Party make commitments or incur any charges or expenses for or in the name of the other Party. Nothing in this Agreement will be construed as to create an exclusive relationship between Customer and Aceiss. Customer acknowledges that Aceiss solicits (or may solicit) and performs (or may perform) similar services on behalf of other clients of Aceiss.
13. **PUBLICITY.** Customer acknowledges and agrees that Aceiss may identify Customer as an Aceiss customer and/or user of the Aceiss Platform for marketing and business development purposes.
14. **FORCE MAJEURE.** Neither Party will be liable to the other for any delay or failure to perform any obligation under this Agreement (except for a failure to pay Fees) if the delay or failure is due to unforeseen events that are beyond the reasonable control of such Party, such as a strike, blockade, war, act of terrorism, riot, natural disaster, failure or diminishment of power or telecommunications or data networks or services, or refusal of a license by a government agency.
15. **ASSIGNMENT.** Neither Party may assign, delegate or otherwise transfer, in whole or in part, this Agreement or the Services, in each case, without the prior written consent of the other Party, and any attempted assignment or transfer shall be null and void ab initio; provided, that, upon prior written notice to the other Party, either Party may assign this Agreement to a successor of all or substantially all of the assets of such Party through merger, reorganization, consolidation, or acquisition.
16. **SEVERABILITY.** If any provision of this Agreement shall be invalid or unenforceable, the remainder of this Agreement shall not be affected thereby, and each provision of this Agreement shall be valid and enforced to the fullest extent of the law.
17. **AMENDMENT; WAIVER.** Except as provided herein, this Agreement may only be amended, and the terms hereof may only be waived, by a written agreement between the Parties. The waiver by any Party of a breach of any provision herein shall not operate or be construed as a waiver of any subsequent breach.

**18. DISPUTE RESOLUTION, ARBITRATION, CLASS-ACTION WAIVER, AND JURY WAIVER.**

a. Disputes. The terms of this Section shall apply to all Disputes between Customer and Aceiss. For the purposes of this Section, “**Dispute**” shall mean any dispute, claim, controversy or action between Customer and Aceiss arising under or relating to Customer use of the Aceiss Platform or this Agreement. CUSTOMER AND ACEISS AGREE THAT “DISPUTE” AS DEFINED IN THE AGREEMENT SHALL NOT INCLUDE ANY CLAIM OR CAUSE OF ACTION BY CUSTOMER OR ACEISS FOR: (1) TRADE SECRET MISAPPROPRIATION; (2) PATENT INFRINGEMENT; (3) COPYRIGHT INFRINGEMENT OR MISUSE; AND (4) TRADEMARK INFRINGEMENT OR DILUTION.

b. Opt-Out. You may elect to opt-out (exclude Customer) from the final, binding individual arbitration procedure and waiver of class and representative proceedings specified in this Section by sending a written letter to Aceiss at [support@aceiss.com](mailto:support@aceiss.com) within thirty (30) calendar days of Customer initial agreement to this Agreement (including Customer first access or use of the Aceiss Platform) that specifies: (1) Customer name; (2) Customer mailing address; (3) and Customer request to be excluded from the final, binding individual arbitration procedure and waiver of class and representative proceedings specified in this Section. In the event that Customer opt-out consistent with the procedures set forth above, all other terms of this Agreement shall continue to apply.

c. Binding Arbitration. You and Aceiss agree: (1) to arbitrate all Disputes between Customer and Aceiss pursuant to the provisions of this Agreement; (2) this Agreement memorializes a transaction in interstate commerce; (3) the Federal Arbitration Act (9 U.S.C. § 1, et seq.) governs the interpretation and enforcement of this Section (notwithstanding the choice-of-law provision contained herein); and (4) this Section shall survive termination of this Agreement.

d. Dispute Notice. In the event of a Dispute, Customer or Aceiss must first send to the other party a notice of the Dispute that shall include a written statement that sets forth the name, address, and contact information of the party giving it, the facts giving rise to the Dispute, and the relief requested (the “**Dispute Notice**”). The Dispute Notice to Aceiss must be addressed to [support@aceiss.com](mailto:support@aceiss.com) (“**Aceiss Notice Address**”). The Dispute Notice to Customer will be sent by certified mail to the most recent address Aceiss has on file or otherwise in our records for Customer, or via email if Aceiss does not have any such address on file. If Aceiss and Customer do not reach an agreement to resolve the Dispute within sixty (60) days after the Dispute Notice is received, Customer or Aceiss may commence an arbitration proceeding pursuant to this Section. You and Aceiss will work in good faith to schedule the informal conference at a mutually convenient time. If Customer is represented by counsel, Customer counsel may participate in the informal dispute resolution conference, but Customer shall also fully participate in such discussions. The arbitrator may dismiss any arbitration brought without first proceeding through the informal dispute resolution conference. The statute of limitations and any filing fee deadlines shall be tolled while the parties engage in the informal dispute resolution process required by this paragraph.

e. Mediation. In the event the parties cannot resolve the Dispute via the informal dispute resolution conference, the Dispute must first be submitted to non-binding mediation before a neutral third party before it may proceed to arbitration. Selecting the mediator, the appropriate terms for mediation, and a date for mediation shall be negotiated in good faith between the parties. The administrative fees associated with mediation shall be split equally between the parties. Each party shall bear its own respective attorneys’ fees and costs associated with the resolution of any Dispute. If the parties cannot agree to appropriate terms concerning mediation, the parties shall be entitled to proceed with an arbitration proceeding pursuant to this Section. The arbitrator may dismiss any arbitration brought without first proceeding through the informal dispute resolution conference. The statute of limitations and any filing fee deadlines shall be tolled while the parties engage in the informal dispute resolution process required by this paragraph.

f. WAIVER OF CLASS ACTIONS AND CLASS ARBITRATIONS. CUSTOMER AND ACEISS AGREE THAT EACH PARTY MAY BRING DISPUTES AGAINST THE OTHER PARTY SOLELY IN AN INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING, INCLUDING WITHOUT LIMITATION FEDERAL OR STATE CLASS ACTIONS, OR CLASS ARBITRATIONS. ACCORDINGLY, UNDER THE ARBITRATION PROCEDURES OUTLINED IN THIS SECTION, AN ARBITRATOR SHALL NOT COMBINE OR CONSOLIDATE MORE THAN ONE PARTY’S CLAIMS WITHOUT THE WRITTEN CONSENT OF ALL AFFECTED PARTIES TO AN ARBITRATION PROCEEDING. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, CUSTOMER AND ACEISS AGREE THAT NO DISPUTE SHALL PROCEED BY WAY OF CLASS ARBITRATION.

g. MASS ACTION WAIVER. You and Aceiss agree that any Dispute between Customer and Aceiss shall be resolved only in an individual arbitration pursuant to this Section. You and Aceiss expressly waive the right to have any dispute, claim, or controversy brought, heard, administered, resolved, or arbitrated as a Mass Action, as defined below, and



neither an arbitrator nor an arbitration provider shall have any authority to hear, arbitrate, or administer any Mass Action to award relief to anyone but the individual in arbitration, unless otherwise provided in this Section. "Mass Action" includes instances in which Customer or Aceiss are represented by a law firm or collection of law firms that has filed 25 or more arbitration demands of a substantially similar nature against the other party within 180 days of the arbitration demand filed on Customer or Aceiss' behalf, and the law firm or collection of law firms seek to simultaneously or collectively administer and/or arbitrate all arbitration demands in the aggregate. Notwithstanding this Section, nothing prevents Customer or Aceiss from participating in a mass settlement of claims.

h. Arbitration Procedure. If a party elects to commence arbitration, the arbitration shall be administered by the American Arbitration Association ("AAA") and be governed by the AAA Commercial Arbitration Rules; except AAA may not administer any multiple claimant or class arbitration, as the parties agree that the arbitration shall be limited to the resolution only of individual claims. If there is a conflict between the AAA Rules and the rules set forth in this Agreement, the rules set forth in this Agreement shall govern. All Disputes shall be resolved by a single neutral arbitrator, and both parties shall have a reasonable opportunity to participate in the selection of the arbitrator. The arbitrator is bound by the terms of this Agreement. The arbitrator, and not any federal, state, provincial, territorial or local court or agency, shall have exclusive authority to resolve all disputes arising out of or relating to the interpretation, applicability, enforceability or formation of this Agreement, including, but not limited to, any claim that all or any part of this Agreement is void or voidable. The arbitrator shall be empowered to grant whatever relief would be available in a court under law or in equity. The arbitrator's award shall be binding on the parties and may be entered as a judgment in any court of competent jurisdiction.

i. Hearing Format. Unless otherwise agreed, the arbitration shall take place in New York, New York, but may proceed telephonically if the parties agree and in the event the total amount of the claim does not exceed \$2,500 U.S. dollars (if the claimant so chooses). In all hearing formats, the arbitrator shall issue a written decision that explains the essential findings and conclusions on which an award, in any, is based. During the arbitration, the amount of any settlement offer made by Aceiss or Customer shall not be disclosed to the arbitrator until after the arbitrator determines the amount, if any, to which Customer or Aceiss is entitled. The discovery or exchange of non-privileged information relevant to the Dispute may be allowed during the arbitration.

j. Arbitration Fees. Each party, as applicable, shall bear its own respective AAA filing, administration, arbitration, attorneys, and/or expert witnesses fees pursuant to this Agreement.

k. Amendments to this Section. Notwithstanding any provision in this Agreement to the contrary, Customer and Aceiss agree that if Aceiss makes any material amendments to the dispute resolution procedure and class action waiver provisions in this Agreement, Aceiss will notify Customer and Customer will have ten (10) calendar days from the date of notice to affirmatively opt-out of any such amendments by sending a written letter to the Aceiss Notice Address that specifies: (1) Customer name; (2) Customer mailing address; and (3) Customer request to opt-out of such amendments. If Customer affirmatively opt-out of any future amendments, Customer is agreeing that Customer will arbitrate any Dispute between us in accordance with the language of this Section as stated in this Agreement, without any of the proposed amendments governing. If Customer do not affirmatively opt-out of any future amendments, Customer will be deemed to have consented to any such future amendments.

l. Severability. If any provision in this Section is found to be unenforceable, that provision shall be severed with the remainder of this Agreement remaining in full force and effect. The foregoing shall not apply to the prohibition against class or representative actions; if the prohibition against class or representative actions is found to be unenforceable, this entire Section shall be null and void. The terms of this Section shall otherwise survive any termination of this Agreement.

m. Exclusive Venue for Other Controversies. Aceiss and Customer agree that any controversy excluded from the dispute resolution procedure and class action waiver provisions in this Section shall be filed only in the courts located within New York, New York and each party hereby irrevocably and unconditionally consents and submits to the exclusive jurisdiction of such courts for any such controversy.

19. **ENTIRE AGREEMENT.** This Agreement constitutes the entire agreement of the Parties and supersedes all prior and contemporaneous agreements between the Parties in connection with the subject matter herein.

\*\*\*\*\*