

## TRXLINK® – MASTER SUBSCRIPTION AGREEMENT

Sunday, August 1, 2021

### E-BIZSOFT, INC. TERMS OF USE:

BY CLICKING THE "I AGREE" BUTTON OR LINK DISPLAYED AS PART OF THE ORDERING PROCESS, YOU AGREE TO THE FOLLOWING TERMS AND CONDITIONS (THE "AGREEMENT") GOVERNING YOUR USE OF E-BIZSOFT, INC.'S ONLINE SERVICE NAMED "TRXLINK", INCLUDING WEBSITES, SOFTWARE, APPLICATIONS, MODULES, PRODUCTS, PRODUCT FAMILIES, OFFLINE COMPONENTS, EDITIONS AND VERSIONS (COLLECTIVELY, THE "SERVICE"). IF YOU ARE ENTERING INTO THIS AGREEMENT ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY, YOU REPRESENT THAT YOU HAVE THE AUTHORITY TO BIND SUCH ENTITY TO THESE TERMS AND CONDITIONS, IN WHICH CASE THE TERMS "YOU" OR "YOUR" SHALL REFER TO SUCH ENTITY. IF YOU DO NOT HAVE SUCH AUTHORITY, OR IF YOU DO NOT AGREE WITH THESE TERMS AND CONDITIONS, YOU MUST SELECT THE "I Disagree" BUTTON AND MAY NOT USE THE SERVICE.

### Welcome

As part of the Service, e-BizSoft, Inc. will provide you with use of the Service, including a browser interface and data encryption, transmission, access, and storage. Your registration for, or use of, the Service shall be deemed to be your agreement to abide by this Agreement including any materials available on the e-BizSoft, Inc. website incorporated by reference herein, including but not limited to e-BizSoft, Inc.'s privacy and security policies. For reference, a Definitions section is included at the end of this Agreement.

### 1. PRIVACY & SECURITY; DISCLOSURE

e-BizSoft, Inc. reserves the right to modify its privacy and security policies in its reasonable discretion from time to time. Note that because the Service is a hosted, online application, e-BizSoft, Inc. occasionally may need to notify all users of the Service (whether or not they have opted out as described above) of important announcements regarding the operation of the Service. If you become a paying customer of the Service, you agree that e-BizSoft, Inc. can disclose the fact that you are a paying customer and the edition of the Service that you are using.

### 2. LICENSE GRANT & RESTRICTIONS

e-BizSoft, Inc. hereby grants you a non-exclusive, non-transferable, worldwide right to use the Service, solely for your own internal business purposes, subject to the terms and conditions of this Agreement. All rights not expressly granted to you are reserved by e-BizSoft, Inc. and its licensors.

You shall not (i) license, sublicense, sell, resell, transfer, assign, distribute or otherwise commercially exploit or make available to any third party the Service or the Content in any way; (ii) modify or make derivative works based upon the Service or the Content; (iii) create Internet "links" to the Service or "frame" or "mirror" any Content on any other server or wireless or Internet-based device; or (iv) reverse engineer or access the Service in order to (a) build a competitive product or service, (b) build a product

using similar ideas, features, functions or graphics of the Service, or (c) copy any ideas, features, functions or graphics of the Service. User licenses cannot be shared or used by more than one individual User but may be reassigned from time to time to new Users who are replacing former Users who have terminated employment or otherwise changed job status or function and no longer use the Service.

You may use the Service only for your internal business purposes and shall not: (i) send spam or otherwise, duplicative or unsolicited messages in violation of applicable laws; (ii) send or store infringing, obscene, threatening, libelous, or otherwise unlawful or tortuous material, including material harmful to children or violates third party privacy rights; (iii) send or store material containing software viruses, worms, Trojan horses or other harmful computer code, files, scripts, agents or programs; (iv) interfere with or disrupt the integrity or performance of the Service or the data contained therein; (v) attempt to gain unauthorized access to the Service or its related systems or networks; or (vi) use the Service to conduct or facilitate activities including the creation, modification, transmission, or storage of data in support of goods or services whose trade or execution is restricted or prohibited under all applicable local, state, national and foreign laws, treaties and regulations.

### 3. YOUR RESPONSIBILITIES

You are responsible for all activity occurring under your User accounts and shall abide by all applicable local, state, national and foreign laws, treaties, and regulations in connection with your use of the Service, including those related to data privacy, international communications, and the transmission of technical or personal data. You shall: (i) notify e-BizSoft, Inc. immediately of any unauthorized use of any password or account or any other known or suspected breach of security; (ii) report to e-BizSoft, Inc. immediately and use reasonable efforts to stop immediately any copying or distribution of Content that is known or suspected by you or your Users; and (iii) not impersonate another e-BizSoft, Inc. user or provide false identity information to gain access to or use the Service.

### 4. ACCOUNT INFORMATION AND DATA

e-BizSoft, Inc. does not own any data, information, or material that you submit to the Service in the course of using the Service ("Customer Data"). You, not e-BizSoft, Inc., shall have sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness, and intellectual property ownership or right to use of all Customer Data, and e-BizSoft, Inc. shall not be responsible or liable for the availability, access, deletion, correction, destruction, damage, loss, or failure to store any Customer Data. In the event this Agreement is terminated (other than by reason of your breach), e-BizSoft, Inc. will make available to you a file of the Customer Data within 30 days of termination if you so request at the time of termination. Customer Data that is provided, in whole or in part, would be in a format and design determined at the sole discretion of e-BizSoft, Inc.

e-BizSoft, Inc. makes no commitments, warranties, or guarantees about the content, format, layout, completeness, or fitness for use of Customer Data for a specific purpose. e-BizSoft, Inc. is not liable for the outcomes, performance, or consequences, direct or indirect, resulting from the usage of the Service by you, including data created, modified, stored, or transmitted through your usage of the Service, regardless of the ownership of such data. e-BizSoft, Inc. reserves the right to withhold, remove and/or discard Customer Data without notice for any breach, including, without limitation, your non-payment for the use of Service. Upon termination for cause, your right to access or use Customer Data

immediately ceases, and e-BizSoft, Inc. shall have no obligation to maintain or forward any Customer Data.

## 5. INTELLECTUAL PROPERTY OWNERSHIP

e-BizSoft, Inc. alone (and its licensors, where applicable) shall own all right, title and interest, including all related Intellectual Property Rights, in and to the e-BizSoft, Inc. Technology, the Content and the Service and any suggestions, ideas, enhancement requests, feedback, recommendations or other information provided by you or any other party relating to the Service. This Agreement is not a sale and does not convey to you any rights of ownership in or related to the Service, the e-BizSoft, Inc. Technology or the Intellectual Property Rights owned by e-BizSoft, Inc. The e-BizSoft, Inc. and TRXLink name, the e-BizSoft, Inc. and TRXLink logo, and all the product names associated with the Service are trademarks of e-BizSoft, Inc. or third parties, and no right or license is granted to use them.

## 6. THIRD PARTY INTERACTIONS

During use of the Service, you may enter into correspondence with, purchase goods and/or services from, or participate in promotions of advertisers or sponsors showing their goods and/or services through the Service. e-BizSoft, Inc. and its licensors shall have no liability, obligation, or responsibility for any such correspondence, purchase, or promotion between you and any such third-party. e-BizSoft, Inc. does not endorse any sites on the Internet that are linked through the Service. e-BizSoft, Inc. provides these links to you only as a matter of convenience or utility, and in no event shall e-BizSoft, Inc. or its licensors be responsible for any content, products, or other materials on or available from such sites. e-BizSoft, Inc. provides the Service to you pursuant to the terms and conditions of this Agreement. You recognize that certain third-party providers of ancillary software, hardware or services may require your agreement to additional or different license or other terms prior to your use of or access to such software, hardware, or services.

The Service integrates with and connects to selective, supported third party accounting applications (hereunder referred to as "TPAA"). You may opt to license the Service to use with your respective TPAA if that TPAA is supported by the Service and you are using an edition of the Service that does not mandatorily require access to a TPAA. The Service will read data from and write data back to the TPAA. This data may include but is not limited to authorization for access for the Service, vendor data, customer data, financial accounting data, item data, address book (location) data, pricing data, costing data, and transaction data. Data from your TPAA may be transmitted, cached, or stored by the Service within the Service's databases or storage systems and e-BizSoft Inc's network in order to function properly. You further acknowledge and understand that a TPAA may require you to grant access permissions or authorizations to entities, companies, company files, users, or your customer account with the third party, so that the Service can integrate and transfer data between the Service and the TPAA. You agree to grant such permissions and authorizations to allow you to use the Service with your TPAA.

You acknowledge that licensing of the Service and User licenses therein by e-BizSoft, Inc. is solely for the usage of the Service, and does not constitute or grant you licenses or usage rights with any third-party vendors or service providers or their products, including TPAA. You acknowledge that it is your responsibility and liability to arrange and manage your licensing and usage of any TPAA, including but

not limited to your account with the vendor or service provider, user licenses, pricing, functionality, and access. e-BizSoft, Inc.'s billable charges to you for the use of the Service do not include charges to any third-party vendors or service providers for the usage of TPAA. Any charges billable by third parties for the usage of their accounting applications must be settled between you and the vendors or service providers of those TPAA.

## 7. BETA VERSIONS

e-BizSoft, Inc. continuously improves and strives to make the Service better. e-BizSoft, Inc. will introduce new features, improvements, and enhancements to the Service from time to time. e-BizSoft, Inc. may provide access to customers to use these new features, improvements, and enhancements, in whole or in part, in a test mode ("Beta Version"), in order to improve their quality and fitness for use. e-BizSoft, Inc. reserves the right to determine at its sole discretion how and to whom to extend Beta Version software to, the duration for which Beta Version software are offered, and the associated policies and terms for the billing charges for use of Beta Version software.

You will be notified or made aware when you are accessing or using Beta Version software. e-BizSoft, Inc. reserves the right to modify, suspend, terminate, or make unavailable Beta Version software in whole or in part as part of the Service, at any time without any prior notification. You understand and agree that you may be required to provide feedback regarding your experience or interactions when using Beta Version software. You also understand that e-BizSoft, Inc. reserves the right to collect and analyze data related to your usage of Beta Version software for the purposes of fixing, tuning, or improving Beta Version software. e-BizSoft, Inc.'s policy of making Customer Data available to you does not apply in the case of Beta Version software.

You acknowledge that Beta Version software made available by e-BizSoft, Inc. as part of the Service, may be untested or incomplete, in whole or in part, and as such e-BizSoft, Inc. makes no commitments, warranties or guarantees about the fitness for use of Beta Version software for any specific purpose or outcome, nor that Beta Version software shall be free of defects or issues. e-BizSoft, Inc. is not obligated or liable to provide any information regarding the status or condition of Beta Version software. You understand and agree that you use Beta Version software solely at your own risk and e-BizSoft, Inc. has no liability or obligation for the impacts of your use of Beta Version software, nor any liability or obligation for any remedy therein.

## 8. TRIAL OFFERING

e-BizSoft, Inc. may at its sole discretion offer usage of the Service on a Trial basis. Trial offering constitutes a duration of usage for which you may use the Service free of cost and cancel or terminate usage of the Service without any charges, penalty, or applicable fees. e-BizSoft's reserves the right to determine, and change at any time without prior notification, which features, functionality, modules, or parts of the Service are included in Trial offering, including the duration of the Trial period for the offering, and whether the Trial period is a continuous period of time. You acknowledge that e-BizSoft, Inc. may modify, suspend, or terminate the Trial offering and/or period without any prior notification or obligation to you.

You will be notified or made aware when you are accessing or using the Service as a Trial offering. e-BizSoft, Inc.'s policy of making Customer Data available to you does not apply when you are using the Service, either in whole or in part, on a Trial basis or during a Trial period.

You understand that even though you may sign up to use the Service on a Trial basis, e-BizSoft may still require you to provide valid billing and/or payment information. e-BizSoft, Inc. is obligated to notify and state the duration of your trial period when you sign up to use the Service. You authorize e-BizSoft to charge the payment method and information that is provided at the time of signup, at the end of the Trial period if you do not cancel or terminate your subscription or usage of the Service one business day prior to the end of your Trial period.

You understand that any Trial offering exclusively applies to your usage of the Service offered by e-BizSoft, Inc. and does not include, apply, or extend to any third-party software or service including any TPAA that you may use.

## 9. CHARGES AND PAYMENT OF FEES

You shall pay all fees or charges to your account in accordance with the fees, charges, and billing terms in effect at the time a fee or charge is due and payable. The charges will be equal to the current number of total User licenses requested times the User license fee, or the "User Slab", currently in effect. A User Slab is a flat rate for a specified number of users. Payments may be made annually, monthly, or quarterly, consistent with the Initial Term, or as otherwise mutually agreed upon. You are responsible for paying for all User licenses or the Usage Slab ordered for the entire License Term, whether or not such User licenses are actively used. During a given billing cycle, you may only order per User licenses or a User slab but not both. During a given billing cycle, you will be charged on a per-User license rate or a User Slab rate but not both.

You must provide e-BizSoft, Inc. with a valid payment method or approved purchase order information as a condition to signing up for the Service. You acknowledge that e-BizSoft, Inc. may store your payment method and payment information for billing purposes for your usage of the Service.

An authorized License Administrator may add licenses by executing an additional written Order Form or using the Online Order Center. Added licenses will be subject to the following: (i) added licenses will be coterminous with the pre-existing License Term (either Initial Term or renewal term); (ii) the license fee for the added licenses will be the then current, generally applicable license fee; and (iii) licenses added during a billing month will either be charged in full or on a prorated basis for a billing month, which will be determined per the terms of your current usage license agreement for the use of Service. Prorated charges will always be calculated on a 30-days-per month basis regardless of the actual number of days in a month. e-BizSoft, Inc. reserves the right to modify its fees and charges and to introduce new charges at any time, upon at least 30 days prior notice to you, which notice may be provided by e-mail. All pricing terms are confidential, and you agree not to disclose them to any third party.

## 10. EXCESS DATA STORAGE FEES

The maximum disk storage space provided to you at no additional charge is 5 GB per every 5-User licenses. If the amount of disk storage required to store your Customer Data exceeds these limits, e-BizSoft, Inc. reserves the right to charge the then current storage fees. e-BizSoft, Inc. will use reasonable efforts to notify you when the average storage used per license reaches approximately 90% of the maximum and additional charges may be incurred by you; however, any failure by e-BizSoft, Inc. to so notify you shall not affect your responsibility for such additional storage charges. e-BizSoft, Inc. reserves the right to establish or modify its general practices and limits relating to storage of Customer Data.

## 11. BILLING AND RENEWAL

e-BizSoft, Inc. charges and collects in advance for use of the Service. e-BizSoft, Inc. will automatically renew and bill your payment method or issue an invoice to you (a) every month for monthly licenses, (b) every quarter for quarterly licenses, (c) each year on the subsequent anniversary for annual licenses, or (d) as otherwise mutually agreed upon. The renewal charge will be equal to the then-current number of total User licenses times the license fee or the User Slab in effect during the prior term, unless e-BizSoft, Inc. has given you at least 30 days prior written notice of a fee increase, which shall be effective upon renewal and thereafter. Fees for other services will be charged on an as quoted basis. e-BizSoft, Inc.'s fees are exclusive of all taxes, levies, or duties imposed by taxing authorities, and you shall be responsible for payment of all such taxes, levies, or duties, excluding only United States (federal or state) taxes based solely on e-BizSoft, Inc.'s income.

You agree to provide e-BizSoft, Inc. with complete and accurate billing and contact information. This information includes your legal company name, street address, e-mail address, and name and telephone number of an authorized billing contact and License Administrator. You agree to update this information within 30 days of any change to it. If the contact information you have provided is false or fraudulent, e-BizSoft, Inc. reserves the right to terminate your access to the Service in addition to any other legal remedies.

Unless e-BizSoft, Inc. in its discretion determines otherwise: (i) entities with headquarters and a majority of users resident in the United States will be billed in U.S. dollars and subject to U.S. payment terms and pricing schemes ("U.S. Customers"); and (ii) all other entities will be billed in U.S. dollars, Euros or applicable local currencies and be subject to either U.S. or non-U.S. payment terms and pricing schemes at the discretion of e-BizSoft, Inc. ("Non-U.S. Customers").

If you believe your bill is incorrect, you must contact us in writing within 60 days of the invoice date of the invoice containing the amount in question to be eligible to receive an adjustment or credit.

## 12. NON-PAYMENT AND SUSPENSION

In addition to any other rights granted to e-BizSoft, Inc. herein, e-BizSoft, Inc. reserves the right to suspend or terminate this Agreement and your access to the Service if your account becomes delinquent (falls into arrears). Delinquent invoices (accounts in arrears) are subject to interest of 1.0% per month on any outstanding balance, or the maximum permitted by law, whichever is less, plus all expenses of collection. You will continue to be charged for User licenses during any period of suspension. If you or e-BizSoft, Inc. initiates termination of this Agreement, you will be obligated to pay the balance due on your account computed in accordance with the Charges and Payment of Fees section above. You agree

that e-BizSoft, Inc. may charge such unpaid fees to your payment method or otherwise bill you for such unpaid fees.

e-BizSoft, Inc. reserves the right to impose a reconnection fee in the event you are suspended and thereafter request access to the Service. You agree and acknowledge that e-BizSoft, Inc. has no obligation to retain Customer Data and that such Customer Data may be irretrievably deleted if your account is 30 days or more delinquent.

### 13. TERMINATION UPON EXPIRATION/REDUCTION IN NUMBER OF LICENSES

This Agreement commences on the Effective Date. Upon the expiration of the Initial Term, this Agreement will automatically renew for successive renewal terms equal in duration to the Initial Term (or one year, if the Initial Term is greater than one year) at e-BizSoft, Inc.'s then current fees. Either party may terminate this Agreement or reduce the number of licenses, effective only upon the expiration of the then current License Term. In the case of free trials or promotional offers, notifications provided through the Service indicating the remaining number of days in the free trial or promotion shall constitute notice of termination. In the event this Agreement is terminated (other than by reason of your breach), e-BizSoft, Inc. will make every effort to make available to you a file of the Customer Data within 30 days of termination if you so request at the time of termination. You agree and acknowledge that e-BizSoft, Inc. has no obligation to retain the Customer Data, and may delete such Customer Data, more than 30 days after termination.

### 14. TERMINATION FOR CAUSE

Any breach of your payment obligations or unauthorized use of the e-BizSoft, Inc. Technology or Service will be deemed a material breach of this Agreement. e-BizSoft, Inc., in its sole discretion, may terminate your password, account, or use of the Service if you breach or otherwise fail to comply with this Agreement. You acknowledge that e-BizSoft, Inc. may at its sole discretion terminate your password, account or deny or terminate use of the Service if your usage of the Service is found to be in violation or contravention of any applicable local, state, national and foreign laws, treaties and regulations. In addition, e-BizSoft, Inc. may terminate a free account at any time at its sole discretion. You agree and acknowledge that e-BizSoft, Inc. has no obligation to retain the Customer Data, and may delete such Customer Data, if you have materially breached this Agreement, including but not limited to failure to pay outstanding fees, and such breach has not been cured within 30 days of notice of such breach.

### 15. REPRESENTATIONS & WARRANTIES

Each party represents and warrants that it has the legal power and authority to enter into this Agreement. e-BizSoft, Inc. represents and warrants that it will provide the Service in a manner consistent with general industry standards reasonably applicable to the provision thereof and that the Service will perform substantially in accordance with the online e-BizSoft, Inc. help documentation under normal use and circumstances. You represent and warrant that you have not falsely identified yourself nor provided any false information to gain access to the Service and that your billing information is correct.

### 16. MUTUAL INDEMNIFICATION

You shall indemnify and hold e-BizSoft, Inc., its licensors and each such party's parent organizations, subsidiaries, affiliates, officers, directors, employees, attorneys, and agents harmless from and against any and all claims, costs, damages, losses, liabilities and expenses (including attorneys' fees and costs) arising out of or in connection with: (i) a claim alleging that use of the Customer Data infringes the rights of, or has caused harm to, a third party; (ii) a claim, which if true, would constitute a violation by you of your representations and warranties; or (iii) a claim arising from the breach by you or your Users of this Agreement, provided in any such case that e-BizSoft, Inc. (a) gives written notice of the claim promptly to you; (b) gives you sole control of the defense and settlement of the claim (provided that you may not settle or defend any claim unless you unconditionally release e-BizSoft, Inc. of all liability and such settlement does not affect e-BizSoft, Inc.'s business or Service); (c) provides to you all available information and assistance; and (d) has not compromised or settled such claim.

e-BizSoft, Inc. shall indemnify and hold you and your parent organizations, subsidiaries, affiliates, officers, directors, employees, attorneys, and agents harmless from and against any and all claims, costs, damages, losses, liabilities, and expenses (including attorneys' fees and costs) arising out of or in connection with: (i) a claim alleging that the Service directly infringes a copyright, a U.S. patent issued as of the Effective Date, or a trademark of a third party; (ii) a claim, which if true, would constitute a violation by e-BizSoft, Inc. of its representations or warranties; or (iii) a claim arising from breach of this Agreement by e-BizSoft, Inc.; provided that you (a) promptly give written notice of the claim to e-BizSoft, Inc.; (b) give e-BizSoft, Inc. sole control of the defense and settlement of the claim (provided that e-BizSoft, Inc. may not settle or defend any claim unless it unconditionally releases you of all liability); (c) provide to e-BizSoft, Inc. all available information and assistance; and (d) have not compromised or settled such claim. e-BizSoft, Inc. shall have no indemnification obligation, and you shall indemnify e-BizSoft, Inc. pursuant to this Agreement, for claims arising from any infringement arising from the combination of the Service with any of your products, service, and hardware or business process.

## 17. DISCLAIMER OF WARRANTIES

E-BIZSOFT, INC. AND ITS LICENSORS MAKE NO REPRESENTATION, WARRANTY, OR GUARANTY AS TO THE RELIABILITY, TIMELINESS, QUALITY, SUITABILITY, TRUTH, AVAILABILITY, ACCURACY OR COMPLETENESS OF THE SERVICE OR ANY CONTENT. E-BIZSOFT, INC. AND ITS LICENSORS DO NOT REPRESENT OR WARRANT THAT (A) THE USE OF THE SERVICE WILL BE SECURE, TIMELY, UNINTERRUPTED OR ERROR-FREE OR OPERATE IN COMBINATION WITH ANY OTHER HARDWARE, SOFTWARE, SYSTEM OR DATA, (B) THE SERVICE WILL MEET YOUR REQUIREMENTS OR EXPECTATIONS, (C) ANY STORED DATA WILL BE ACCURATE OR RELIABLE, (D) THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION, OR OTHER MATERIAL PURCHASED OR OBTAINED BY YOU THROUGH THE SERVICE WILL MEET YOUR REQUIREMENTS OR EXPECTATIONS, (E) ERRORS OR DEFECTS WILL BE CORRECTED, OR (F) THE SERVICE OR THE SERVER(S) THAT MAKE THE SERVICE AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. THE SERVICE AND ALL CONTENT IS PROVIDED TO YOU STRICTLY ON AN "AS IS" BASIS. ALL CONDITIONS, REPRESENTATIONS AND WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT OF THIRD-PARTY RIGHTS, ARE HEREBY DISCLAIMED TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW BY E-BIZSOFT, INC. AND ITS LICENSORS.



## 18. INTERNET DELAYS

E-BIZSOFT, INC.'S SERVICES MAY BE SUBJECT TO LIMITATIONS, DELAYS, AND OTHER PROBLEMS INHERENT IN THE USE OF THE INTERNET AND ELECTRONIC COMMUNICATIONS. E-BIZSOFT, INC. IS NOT RESPONSIBLE FOR ANY DELAYS, DELIVERY FAILURES, OR OTHER DAMAGE RESULTING FROM SUCH PROBLEMS.

## 19. LIMITATION OF LIABILITY

IN NO EVENT SHALL EITHER PARTY'S AGGREGATE LIABILITY EXCEED THE AMOUNTS ACTUALLY PAID BY AND/OR DUE FROM YOU IN THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO SUCH CLAIM. IN NO EVENT SHALL EITHER PARTY AND/OR ITS LICENSORS BE LIABLE TO ANYONE FOR ANY INDIRECT, PUNITIVE, SPECIAL, EXEMPLARY, INCIDENTAL, CONSEQUENTIAL OR OTHER DAMAGES OF ANY TYPE OR KIND (INCLUDING LOSS OF DATA, REVENUE, PROFITS, USE OR OTHER ECONOMIC ADVANTAGE) ARISING OUT OF, OR IN ANY WAY CONNECTED WITH THIS SERVICE, INCLUDING BUT NOT LIMITED TO THE USE OR INABILITY TO USE THE SERVICE, PURPOSE, OR INTENT OF USE OF THE SERVICE, OR FOR ANY CONTENT OBTAINED FROM OR THROUGH THE SERVICE, ANY INTERRUPTION, INACCURACY, ERROR OR OMISSION, REGARDLESS OF CAUSE IN THE CONTENT, EVEN IF THE PARTY FROM WHICH DAMAGES ARE BEING SOUGHT OR SUCH PARTY'S LICENSORS HAVE BEEN PREVIOUSLY ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

## 20. ADDITIONAL RIGHTS

Certain states and/or jurisdictions do not allow the exclusion of implied warranties or limitation of liability for incidental, consequential or certain other types of damages, so the exclusions set forth above may not apply to you.

## 21. LOCAL LAWS AND EXPORT CONTROL

This site provides services and uses software and technology that may be subject to United States export controls administered by the U.S. Department of Commerce, the United States Department of Treasury Office of Foreign Assets Control, and other U.S. agencies and the export control regulations of Switzerland and the European Union. The user of this site ("User") acknowledges and agrees that the site shall not be used, and none of the underlying information, software, or technology may be transferred or otherwise exported or re-exported to countries as to which the United States, Switzerland and/or the European Union maintains an embargo (collectively, "Embargoed Countries"), or to or by a national or resident thereof, or any person or entity on the U.S. Department of Treasury's List of Specially Designated Nationals or the U.S. Department of Commerce's Table of Denial Orders (collectively, "Designated Nationals"). The lists of Embargoed Countries and Designated Nationals are subject to change without notice. By using the Service, you represent and warrant that you are not located in, under the control of, or a national or resident of an Embargoed Country or Designated National. You agree to comply strictly with all U.S., Swiss and European Union export laws and assume sole responsibility for obtaining licenses to export or reexport as may be required.

This site may use encryption technology that is subject to licensing requirements under the U.S. Export Administration Regulations, 15 C.F.R. Parts 730-774 and Council Regulation (EC) No. 1334/2000

e-BizSoft, Inc. and its licensors make no representation that the Service is appropriate or available for use in other locations. If you use the Service from outside the United States of America, Switzerland and/or the European Union, you are solely responsible for compliance with all applicable laws, including without limitation export and import regulations of other countries. Any diversion of the Content contrary to United States, Swiss or European Union (including European Union Member States) law is prohibited. None of the Content, nor any information acquired through the use of the Service, is or will be used for nuclear activities, chemical or biological weapons or missile projects, unless specifically authorized by the United States government or appropriate European body for such purposes.

## 22. NOTICE

e-BizSoft, Inc. may give notice by means of a general notice on the Service, electronic mail to your email address on record in e-BizSoft, Inc.'s account information, or by written communication sent by first class mail or pre-paid post to your address on record in e-BizSoft, Inc.'s account information. Such notice shall be deemed to have been given upon the expiration of 48 hours after mailing or posting (if sent by first class mail or pre-paid post) or 12 hours after sending (if sent by email). You may give notice to e-BizSoft, Inc. (such notice shall be deemed given when received by e-BizSoft, Inc.) at any time by any of the following: letter sent by confirmed facsimile to e-BizSoft, Inc. at the following fax numbers (whichever is appropriate): +1 (954) 272-0500; letter delivered by nationally recognized overnight delivery service or first-class postage prepaid mail to e-BizSoft, Inc. at the following addresses (whichever is appropriate): e-BizSoft, Inc., 12525 Orange Drive, Suite 711, Davie, Florida 33330. In either case, addressed to the attention of: Chief Financial Officer.

## 23. MODIFICATION TO TERMS

e-BizSoft, Inc. reserves the right to modify the terms and conditions of this Agreement or its policies relating to the Service at any time, effective upon posting of an updated version of this Agreement on the Service. You are responsible for regularly reviewing this Agreement. Continued use of the Service after any such changes shall constitute your consent to such changes.

## 24. ASSIGNMENT; CHANGE IN CONTROL

This Agreement may not be assigned by you without the prior written approval of e-BizSoft, Inc. but may be assigned without your consent by e-BizSoft, Inc. to (i) a parent or subsidiary, (ii) an acquirer of assets, or (iii) a successor by merger. Any purported assignment in violation of this section shall be void. Any actual or proposed change in control of you that results or would result in a direct competitor of e-BizSoft, Inc. directly or indirectly owning or controlling 50% or more of you shall entitle e-BizSoft, Inc. to terminate this Agreement for cause immediately upon written notice.

## 25. GENERAL

With respect to U.S. Customers, this Agreement shall be governed by Florida law and controlling United States federal law, without regard to the choice or conflicts of law provisions of any jurisdiction, and any

disputes, actions, claims, or causes of action arising out of or in connection with this Agreement or the Service shall be subject to the exclusive jurisdiction of the state and federal courts located in Broward County, Florida. With respect to Non-U.S. Customers, this Agreement shall be governed by the laws of Switzerland, without regard to the choice or conflicts of law provisions of any jurisdiction, and any disputes, actions, claims, or causes of action arising out of or in connection with this Agreement or the Service shall be subject to the exclusive jurisdiction of the courts of Switzerland. Unless otherwise provided by e-BizSoft, Inc. in its discretion. No text or information set forth on any other purchase order, preprinted form, or document (other than an Order Form, if applicable) shall add to or vary the terms and conditions of this Agreement. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, then such provision(s) shall be construed, as nearly as possible, to reflect the intentions of the invalid or unenforceable provision(s), with all other provisions remaining in full force and effect. No joint venture, partnership, employment, or agency relationship exists between you and e-BizSoft, Inc. as a result of this agreement or use of the Service. The failure of e-BizSoft, Inc. to enforce any right or provision in this Agreement shall not constitute a waiver of such right or provision unless acknowledged and agreed to by e-BizSoft, Inc. in writing. This Agreement, together with any applicable Order Form, comprises the entire agreement between you and e-BizSoft, Inc. and supersedes all prior or contemporaneous negotiations, discussions, or agreements, whether written or oral, between the parties regarding the subject matter contained herein.

## 26. DEFINITIONS

As used in this Agreement and in any Order Forms now or hereafter associated herewith:

"Agreement" means these online terms of use, any Order Forms, whether written or submitted online via the Online Order Center, and any materials available on the e-BizSoft, Inc. website specifically incorporated by reference herein, as such materials, including the terms of this Agreement, may be updated by e-BizSoft, Inc. from time to time in its sole discretion; "Content" means the audio and visual information, documents, software, products, and services contained or made available to you in the course of using the Service; "Customer Data" means any data, information or material provided or submitted by you to the Service in the course of using the Service; "Effective Date" means the earlier of either the date this Agreement is accepted by selecting the "I AGREE" option presented on the screen after this Agreement is displayed or the date you begin using the Service; "Initial Term" means the initial period during which you are obligated to pay for the Service equal to the billing frequency selected by you during the subscription process (e.g., if the billing frequency is quarterly, the Initial Term is the first quarter); "Intellectual Property Rights" means unpatented inventions, patent applications, patents, design rights, copyrights, trademarks, service marks, trade names, domain name rights, mask work rights, know-how and other trade secret rights, and all other intellectual property rights, derivatives thereof, and forms of protection of a similar nature anywhere in the world; "License Administrator(s)" means those Users designated by you who are authorized to purchase licenses online using the Online Order Center or by executing written Order Forms and to create User accounts and otherwise administer your use of the Service; "License Term(s)" means the period(s) during which a specified number of Users are licensed to use the Service pursuant to the Order Form(s); "Order Form(s)" means the form evidencing the initial subscription for the Service and any subsequent order forms submitted online or in written form, specifying, among other things, the number of licenses and other services contracted for, the applicable fees, the billing period, and other charges as agreed to between the parties, each such Order Form to be incorporated into and to become a part of this Agreement (in the

event of any conflict between the terms of this Agreement and the terms of any such Order Form, the terms of this Agreement shall prevail); "Online Order Center" means e-BizSoft, Inc.'s online application that allows the License Administrator designated by you to, among other things, add additional Users to the Service; "e-BizSoft, Inc." means collectively e-BizSoft, Inc., a Florida corporation, having its principal place of business at 18503 Pines Boulevard, Suite 206 Pembroke Pines, FL 33029; "e-BizSoft, Inc. Technology" means all of e-BizSoft, Inc.'s proprietary technology (including software, hardware, products, processes, algorithms, user interfaces, know-how, techniques, designs, and other tangible or intangible technical material or information) made available to you by e-BizSoft, Inc. in providing the Service; "Service(s)" means the specific edition of e-BizSoft, Inc.'s online customer relationship management, billing, data analysis, or other corporate ERP services identified during the ordering process, developed, operated, and maintained by e-BizSoft, Inc., accessible via <http://www.e-BizSoft.com>. or another designated web site or IP address, or ancillary online or offline products and services provided to you by e-BizSoft, Inc., to which you are being granted access under this Agreement, including the e-BizSoft Technology and the Content; "Third party accounting application" means an accounting application, enterprise resource planning (ERP) application or business application offered by a third-party vendor or service provider other than e-BizSoft, Inc.; "User(s)" means your employees, representatives, consultants, contractors, or agents who are authorized to use the Service and have been supplied user identifications and passwords by you (or by e-BizSoft, Inc. at your request); "User Slab" means a rate applicable to a specific user count tier that you license, so that you have the number of users in that tier available regardless of your actual usage.

#### Questions or Additional Information:

If you have questions regarding this Agreement or would like to obtain additional information, please send an e-mail to [info@e-bizsoft.com](mailto:info@e-bizsoft.com) or call +1 (954) 272-0500.