

EZ-EP Terms of Service

Last Updated: January 10, 2024

These Terms of Service (these “Terms”) govern your use of the software services set forth in the Ordering Document (as defined below) executed by us and incorporating these Terms, or if you have not executed an Ordering Document, your use of the software services made available through <https://ez-ep.com/> or any other website controlled by us (collectively, the “Sites”), including mobile applications, or any content or information provided as part of the Sites (collectively, the “Service(s)").

This Agreement may apply to you individually, the business or other legal entity user you represent, or both. If you are using the Services on behalf of a company or other legal entity, you hereby represent and warrant that you have the authority to enter into the Agreement on behalf of such entity. By accessing, registering for or using the Services, you: (1) acknowledge that you have read and understand the Agreement; (2) agree to be bound by them in their entirety, and (3) are entering into a legally binding agreement with us. As used in the Agreement and unless separately identified as applicable to either an individual or entity.

Note: Your subscription will automatically renew unless you tell us to cancel your subscription before the start of the next subscription period as described in Section 4.

BY ACCEPTING THIS AGREEMENT, WHETHER BY EXECUTING AN ORDERING DOCUMENT INCORPORATING THIS AGREEMENT, CLICKING A BOX INDICATING YOUR ACCEPTANCE OR OTHERWISE BY ACCESSING OR USING THE SERVICE, YOU AGREE TO THIS AGREEMENT. IF YOU DO NOT AGREE TO ALL OF THIS AGREEMENT, DO NOT USE THE SERVICES. YOUR USE OF OUR SERVICES REQUIRES YOUR ACCEPTANCE OF THIS AGREEMENT AS THEY MAY BE AMENDED FROM TIME TO TIME, INCLUDING THE POLICIES INCORPORATED BY REFERENCE HEREIN, WHICH INCLUDES OUR PRIVACY POLICY.

1. DEFINITIONS

1.1 “Affiliate” means any entity that, directly or indirectly, controls, is controlled by or is under common control with such entity (but only for so long as such control exists), where “control” means the ownership of more than 50% of the outstanding shares or securities representing the right to vote in the election of directors or other managing authority of such entity.

1.2 “Agreement” means these Terms and any Order Documents you enter into with us.

1.3 “Forms/Apps” means an individual EZ-EP data collection experience to be filled out via a User.

1.4 “Confidential Information” means all confidential information disclosed by a party (“Discloser”) to the other party (“Recipient”) in connection with the Agreement that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure. Confidential Information does not include any information that (i) is or becomes generally known to the public without breach of any obligation owed to the Disclosing Party, (ii) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party, (iii) is received from a third party without breach of any obligation owed to the Disclosing Party, or (iv) was independently developed by the Receiving Party. The following information shall be considered our Confidential Information whether or not marked or identified as such: (a) information regarding EZ-EP’s pricing, product roadmaps or strategic marketing plans; and (b) non-public materials relating to the Services.

1.5 “Ordering Document” means an ordering document entered into between you and us specifying the Services to be provided thereunder, including any addenda and supplements thereto. An online registration or sign-up page may also constitute a Service Order if it references this Agreement.

1.6 “Submission” means entering a completed, individual form into the Services. An individual form is considered complete if all steps of the workflow have been completed.

1.7 “User” means an individual employee or contractor entitled to access login and use the Services.

1.8 “Use Case” means a non-industry specific form, or collection of directly related forms, that seek to solve a particular issue. Examples include: time cards, liability waivers, or inspection forms.

1.9 “We” or “us” or “our” or “EZ-EP” means PEPEGroup, Inc.. (d/b/a EZ-EP).

1.10 “You” or “your” means the customer named on the Ordering Document, the person indicating acceptance of this Agreement, or if the person indicating acceptance of this Agreement is acting on behalf of a company or other legal entity, such company or legal entity.

2. USE OF THE SERVICE.

2.1 Our Services. To be eligible to use the Services, you represent and warrant that you: (i) are at least 18 years of age, or otherwise over the age of majority in the jurisdiction in which you reside; (ii) are not currently restricted from the Services and are not otherwise prohibited from having an account related thereto; (iii) will only maintain one account at any given time; (iv) will only provide accurate information to us; (v) have full power and authority to enter into the Agreement and doing so will not violate any other agreement

to which you are a party; and (vi) will not violate any our or a third party's rights. You assume all responsibility for your use of, and access to, the Services. Accounts are for a single user, company or other legal entity, as applicable. Any multiple-party use, other than individual use on behalf of a company or other legal entity, is prohibited. For example, sharing a login between non-entity individual users is prohibited. Subject to the terms and conditions of this Agreement, we grant you a limited, personal, nonexclusive, non-transferable right during the Subscription Term (as defined below) to use the Service solely in connection with your internal business operations in accordance with the product manuals and user guides we make publicly available from time to time (the "Documentation"). Your rights to use the Service are subject to use in accordance with the Documentation and any limitations set forth in an applicable Ordering Document (e.g., number of Users, Submissions, Forms/Apps or Use Cases) (collectively, the "Scope Limitations"), and your rights to use the Service are contingent upon your compliance with the Scope Limitations and these Terms.

2.2 Acceptable Use. Except as otherwise explicitly provided in these Terms or as may be expressly permitted by applicable law, you will not, and will not permit or authorize third parties to: (a) rent, lease, or, except as explicitly set forth in this Agreement, otherwise permit third parties to use the Service; (b) use the Service to provide services that in any way violates applicable law; (c) circumvent or disable any security or other technological features or measures of the Service, or attempt to probe, scan or test the vulnerability of a network or system, or to breach security or authentication measures; (d) upload or provide for processing any information or material that is false, misleading, illegal, defamatory, offensive, abusive, obscene, or that violates privacy or intellectual property rights of any third party; (e) use the Service to harm, threaten, or harass another person or organization; (f) send, store, or distribute any viruses, worms, Trojan horses, or other disabling code or malware component harmful to a network or system; (g) use any robot, spider, sites search/retrieval application, or other manual or automatic device or process to download, access, retrieve, index, "data mine", or in any way reproduce or circumvent, avoid, bypass, remove, or deactivate the navigational structure or technical measures or presentation of the Services or its contents; (h) attempt to probe, scan or test the vulnerability of the Services or any of our systems or network or breach any security or authentication measures; (i) use the Service to communicate any message or material that is harassing, libelous, threatening, obscene, indecent, would violate the intellectual property rights of any party or is otherwise unlawful, that would give rise to civil liability, or that constitutes or encourages conduct that could constitute a criminal offense, under any applicable law or regulation; (j) upload or transmit any software, content or code that does or is intended to harm, disable, destroy or adversely affect performance of the Service in any way or which does or is intended to harm or extract information or data from other hardware, software or networks of EZ-EP or other users of Service; (k) engage in any activity or use the

Service in any manner that could damage, disable, overburden, impair or otherwise interfere with or disrupt the Service, or any servers or networks connected to the Service or EZ-EP's security systems; or (l) use the Service in violation of any EZ-EP policy or in a manner that violates applicable law, including but not limited to anti-spam, export control, privacy, and anti-terrorism laws and regulations and laws requiring the consent of subjects of audio and video recordings, and you agree that you are solely responsible for compliance with all such laws and regulations. You will not copy, reproduce, modify, translate, enhance, decompile, disassemble, reverse engineer, or create derivative works of the Service or its underlying software or data. You will neither alter nor remove any trademark, copyright notice, or other proprietary rights notice that may appear in any part of the Service and will include all such notices on any copies. EZ-EP has no obligation to monitor your use of the Services. EZ-EP may however use technological means to track user activity in the Services. EZ-EP may at all times monitor, review, retain and disclose any information as necessary to confirm compliance with this Agreement and to satisfy or cooperate with any applicable law, regulation, legal process or governmental request.

2.3 Responsibility for Users. You are solely responsible for the activities of all Users who access or use the Service through your account and you agree to ensure that any such User will comply with the terms of this Agreement and any EZ-EP policies. EZ-EP assumes no responsibility or liability for violations. If you become aware of any violation of this Agreement in connection with use of the Service by any person, please contact EZ-EP at nypdpepe@gmail.com. You represent and warrant all information you provide us (such information, "Account Information") is complete, true and current and accurately reflected in the Ordering Document and invoices and/or statements received from us or our Affiliates. Additionally, if a change occurs such that Account Information is no longer complete, true, current or accurate, you shall, promptly inform us of such change in writing.

2.4 Beta Versions. From time to time, we may make available for you to try, at your sole discretion, certain functionality related to the Service, which is clearly designated as beta, pilot, limited release, non-production, or by a similar description (each, a "Beta Version"). Beta Versions are intended for evaluation purposes and not for production use, are not supported, and may be subject to additional terms. We may discontinue Beta Versions at any time in our sole discretion and may never make them generally available. We have no liability for any harm or damage arising out of or in connection with a Beta Version.

2.5 Reservation of Rights. We retain all right, title, and interest in and to the Service, its underlying technologies, content and data, and all related intellectual property rights, including without limitation any modifications, updates, customizations, cards, apps, or other add-ons. Your rights to use the Service on are limited to those expressly set forth

in this Agreement. We reserve all other rights in and to the Service and its underlying technologies and all intellectual property rights, and no rights are granted by implication, estoppel or otherwise. For clarity, we retain all rights and ownership of our Forms and related materials and we have the absolute right to reuse, modify, and distribute our Forms to other customers. Copying, reproducing, modifying, distributing, or selling our Forms, in whole or in part, is prohibited without first obtaining our express written consent.

2.6 Service Availability. You are responsible for making Your Data available that is necessary for us to provide the Service. Actual service coverage, speeds, locations and quality may vary. We will attempt to provide the Services at all times, except for periods for maintenance and repair or in the case of emergencies or outages. The Services may be subject to unavailability for a variety of factors beyond our control including, without limitation, emergencies, third-party service failures, transmission, equipment or network problems or limitations, interference, signal strength, and may be interrupted, limited or curtailed. Delays or omissions may occur. We are not responsible for data, messages or pages lost, not delivered, delayed or misdirected because of interruptions or performance issues with the Services or communications services or networks. We may impose usage or Services limits, suspend the Services, or block certain kinds of usage in our sole discretion to protect users, data, our systems, or the Services. The accuracy and timeliness of data received is not guaranteed.

2.7 System Requirements. Use of the Service requires one or more compatible devices, Internet access (fees may apply), and certain software (fees may apply), and may require obtaining updates or upgrades from time to time. Because use of the Service involves hardware, software, and Internet access, your ability to access and use the Service may be affected by the performance of these factors. High speed Internet access is recommended. You acknowledge and agree that such system requirements, which may be changed from time to time, are your responsibility.

2.8 Product Specific Terms. Subject to the Services you have purchased from us, additional terms and conditions may be included on the applicable Ordering Document. In the event of the conflict or inconsistency between these Terms and an Ordering Document, the Ordering Document will control. For clarity, an Ordering Document that contains a pilot period will be governed by Section 2.4.

2.9 Minimum Package Requirements. Notwithstanding anything in this Agreement to the contrary, at our discretion, we may set forth a minimum number of allowable Users, Scope Limitations, devices and/or fees for the Services ("Minimum Package Requirements" or "MPR"), as updated from time to time. In the event your current use of the Services is below the then-current MPR, you acknowledge and agree that we may charge you standard fees based on the applicable Minimum Package Requirements for

your use of the Services. Notwithstanding the foregoing, you have until March 31, 2022 before EZ-EP will charge you standard fees based on the applicable Minimum Package Requirements for the Services, unless stated otherwise in your applicable Ordering Document. Your continued use of the Services on or after March 31, 2022 is deemed your acceptance of the fees charged and Scope Limitations of the then-current MPR.

3. PROFESSIONAL SERVICES.

3.1 Updates. During the Subscription Term, maintenance and support services will include provision of such updates, upgrades, improvements, bug fixes, patches and other error corrections (collectively, "Updates") as we make generally available to all licensees of the Services. We may develop and provide Updates in our sole discretion, and you agree that EZ-EP has no obligation to develop any Updates at all or for particular issues. You further agree that all Updates will be deemed Services, and related documentation will be deemed Documentation, all subject to all terms and conditions of this Agreement. Maintenance and support services do not include any new version or release of the Services that EZ-EP may issue as a separate or new product, and EZ-EP may determine whether any issuance qualifies as a new version or release in its sole discretion.

3.2 Limitations. EZ-EP has no obligation to provide maintenance and support services, including Updates: (a) for or related to any software or other products you have obtained from any third party; or (b) if you are in breach under this Agreement.

3.3 Professional Services. If you request any additional services outside of our normal Services or Updates we provide as part of our standard support services, such as requests to modify to the Services you will enter into a separate statement of work or other similar agreement with us to address such services and related fees and expenses.

4. RIGHT TO RESTRICT OR TERMINATE ACCESS.

4.1 Subscription Term. You may access and use the Services beginning on the effective date specified in the Ordering Document and continuing for the initial subscription term specified in the Ordering Document (the "Initial Term"), unless these Terms or the applicable Ordering Document is terminated earlier in accordance with the terms of these Terms. Unless otherwise expressly stated in the Ordering Document, following the Initial Term, the Ordering Document automatically renews for additional successive terms equal in length to the Initial Term (each, a "Renewal Term" and each Renewal Term together with the Initial Term, the "Subscription Term") unless at least 30 days before the end of the then-current term either party provides written notice to the other party that it does not intend to renew.

4.2 Termination. We may deny, suspend, terminate or restrict your access to all or part of the Services without notice if we determine in our reasonable discretion you have breached used the Services outside of any applicable Scope Limitations or in breach of Section 2.2. In addition to any termination rights in an Ordering Document, these Terms (and the corresponding Ordering Document) may be terminated by either party if the other party commits a material breach and such breach remains uncured 30 days after written notice of such breach is delivered to such other party, with a material breach including your failure to pay, when due, any fees due to us. You may terminate your subscription by contacting us at nypdpepe@gmail.com. Deleting the Services from any device will not necessarily terminate your subscription. Termination shall become effective upon expiration of your then-current Subscription Term. You agree that you will be charged fees until the expiration of your then-current Subscription Term, and fees will not be refunded in whole or in part. If you terminate your subscription, you will enjoy your subscription benefits until the expiration of the then-current subscription term. If you have any issues relating to your subscription termination, please contact us for assistance.

4.3 Post-Termination Obligations. If you for any reason or no reason terminate the Ordering Document corresponding to these Terms or otherwise non-renew your Subscription Term, you shall immediately pay to EZ-EP the remaining fees amount due under the Ordering Document, if any, in full. Following termination, you shall immediately cease use of the Services and any license granted to you under any agreement related to your use of the Services shall immediately terminate. Upon termination, we may delete all of your data, and other information stored on our servers. Sections 1, 2.2, 2.5, 4.3, 5, 6.2, 7, 8.2, 9, 10, 11, 12 and 13 will survive termination.

5. FEES.

5.1 General. You shall pay the fees set out in an applicable Ordering Document. The fees may be based differing licensing metrics set out in the Ordering Document, such as by number of Forms, Submissions, Users and/or Use Cases. To the extent your use of the Services exceeds the Scope Limitations or usage limits provided for in your Ordering Document(s), EZ-EP may, without limiting any other right or remedy, recover such fees and charge you standard and overage fees for any such excessive use. In certain cases, we may elect not to charge you any fees to use the Services, and in such cases we will use commercially reasonable efforts to provide the Services, but we do not provide any warranties, guarantees or indemnities notwithstanding anything else herein during such free usage period. EZ-EP may offer certain customers free pilot periods to the Services. If you purchase a subscription to a Service that includes a free trial or a pilot period, you will receive free access to such Services for the duration of the free trial or pilot period. At the end of the applicable free trial or pilot period, you will be charged the price of the subscription for such Services and may continue to be charged

until you cancel your subscription. To avoid charges, you must cancel before the end of the free trial or pilot period.

5.2 Fees and Payment. You shall make all payments in U.S. dollars. Unless otherwise expressly agreed to in an Ordering Document, (1) payment of subscription fees are due annually in advance, and (2) payment for any other amounts owed shall be due net 30 days from the date of the corresponding invoice. Fees are non-cancelable and non-refundable. Fees and expenses due from you under this Agreement may not be withheld or offset by you against other amounts for any reason.

5.3 Payment Credentials. You agree that EZ-EP and its third-party service providers providing payment processing services may store your payment information. EZ-EP may charge your payment information for subsequent charges you authorize, such as account upgrades or other special charges authorized by you. If the payment method you use with us reaches its expiration date and you do not edit the applicable information, you authorize us to continue billing that payment method and you remain responsible for any uncollected amounts. If you terminate, you agree that EZ-EP may charge unpaid fees to your method of payment or otherwise bill you for such unpaid fees. Neither termination nor downgrades to the Scope Limitations can be processed if an account has a past-due balance. After receiving the payment in full, termination or downgrades will be reflected upon the next account renewal. If you terminate at any time, you will not receive any refund.

5.4 Late Fees. If any invoiced amount is not received by EZ-EP by the due date, then, those amounts will accrue interest at a rate of 1.5% per month or the maximum allowed under state law (whichever is lower). We may, at our option, suspend performance of any other obligation arising hereunder, in whole or in part, if we do not receive all amounts due and owing under this Agreement within thirty (30) days after delivery of notice to you of the failure to pay such overdue balances.

5.5 Taxes. You shall be solely liable for any and all taxes arising in connection with its purchases of licenses to Services or services hereunder other than any federal, state, local, or other taxes based on or measured by EZ-EP's net income or receipts. Fees under this Agreement are exclusive of federal, state, or local taxes, or other sales, use, value-added, excise, personal property, or other similar taxes.

5.6 Price Changes. EZ-EP reserves the right to change its prices upon the renewal of each Subscription Term, which in most cases will be a three percent (3%) plus increases in the Bureau of Labor Statistics Consumer Price Index, Subgroup "All Urban Consumers (CPI-U) All Items Less Food and Energy" as published by the U.S. Bureau of Labor for All Urban Consumers for the most recently published 12 month period preceding the date on which the increase is calculated. In cases where you have been provided discounted pricing based on a certain Scope Limitation (e.g., number of

Forms/Apps, Submissions, Users, and/or Use Cases) and you subsequently reduce such usage on renewal of a Subscription Term, we may revoke such discounts or otherwise increase our prices to account for the decreased usage. If EZ-EP does change pricing, EZ-EP will provide notice of the change through the Services, in an email to you or through other means before the change is to take effect. Your continued use of the Service after the price change becomes effective constitutes your agreement to pay the new amount.

5.7 Monthly Users. If your Ordering Document has an Initial Term of 30 days, you agree that EZ-EP may charge your payment method on a pro rata basis for devices and/or users added to your account in the middle of any Subscription Term. You agree that EZ-EP may charge your payment method for at least one (1) additional Subscription Term for any device or user added to your account in the middle of any immediately preceding subscription term, and that you will be solely responsible for removing any devices or users from your account prior to Subscription Term charges beyond the additional Subscription Term.

5.8 Processing Fees. When using a credit card, EZ-EP may charge you a fee not to exceed 4% of the transaction amount or the cost of accepting that credit card as a payment method. This section does not apply to American Express card holders and residents of Connecticut and Massachusetts. This processing fee will be clearly disclosed as a separate line item on your receipt. You may avoid this fee by paying with a debit card.

5.9 Downgrade to Subscription. If you wish to downgrade your subscription, you are required to provide 30 days written notice. Your subscription will be updated on the renewal date immediately following 30 days after your written notice is received. Removal of devices or users from the product will not change your paid subscription or the fees associated with that subscription.

6. DATA.

6.1 Your Data. You are solely responsible for your conduct, any content, data or materials uploaded into the Service, or otherwise provided for processing by the Service (collectively, "Your Data"), the content of Your Data and legality and means by which you acquired it, and all communications with others while using the Service. You are solely responsible for the availability, accuracy, appropriateness, or legality of Your Data or any other information you may access using the Service.

6.2 Ownership. As between you and us, Your Data is your property. We use data in accordance with our privacy policies. You grant us a non-exclusive, worldwide, perpetual, royalty-free license to use, copy, transmit, sub-license, index, store, aggregate, and display Your Data as required to provide or perform the Service, account

management and support services, and technical services, in order to provide and promote the Service and to publish, display, use, and distribute de-identified information derived from Your Data and from your use of the Service for any lawful purposes, including, without limitation, improving our products and services, developing new products and services, and developing, displaying, and distributing benchmarks, analysis and similar reports, provided that we do so in accordance with all applicable laws.

6.3 Data Transmission. You acknowledge that use of the Service involves transmission of Your Data and other communications over the Internet and other networks, and that such transmissions could potentially be accessed by unauthorized parties. EZ-EP will have no liability of any kind as a result of the deletion of, correction of, destruction of, damage to, loss of or failure to store or encrypt Your Data. You must protect your login name and password from access or use by unauthorized parties, and are solely responsible for any failure to do so. You must promptly notify us of any suspected security breach at nypdpepe@gmail.com.

7. CONFIDENTIAL INFORMATION.

7.1 Protection. The Recipient will (i) not to disclose or use any Confidential Information for any purpose outside the scope of the Agreement, and (ii) limit access to Confidential Information to those of its Affiliates and its and their employees, contractors and agents who need such access for purposes consistent with the Agreement and who are bound by confidentiality restrictions no less stringent than those herein. Recipient will implement means designed to protect Confidential Information from unauthorized use, access, or disclosure in the same manner as Recipient protects its own confidential or proprietary information of a similar nature but with no less than reasonable care. Notwithstanding the foregoing, Recipient will be allowed to disclose Confidential Information to the extent that such disclosure is required by law or by the order of a court of similar judicial or administrative body, provided that Recipient limits its disclosure solely to what is legally required, notifies Discloser of such required disclosure promptly and in writing and cooperates with Discloser, at Discloser's request and expense, in any lawful action to contest or limit the scope of such required disclosure.

7.2 Return of Confidential Information. Within thirty (30) days following the expiration or earlier termination of the Agreement, to the extent Recipient possesses or controls any Discloser's Confidential Information, Recipient shall destroy or otherwise purge from Recipient's systems such Confidential Information, provided that we may maintain one (1) copy of any such Confidential Information if we determine, in our sole discretion, that the maintenance of such Confidential Information is necessary to comply with applicable laws or regulations.

7.3 Feedback. You acknowledge and agree that any suggestions, enhancements, requests, recommendations, corrections, or other feedback provided by you or your users relating to the operation, functionality, or performance of the Services may be freely used by EZ-EP without restriction, accounting, or payment of any kind.

8. WARRANTY; DISCLAIMERS.

8.1 Limited Warranty. EZ-EP represents and warrants that the Services will substantially conform in accordance with the Documentation under normal use and circumstances; provided, however, EZ-EP is not responsible for any non-conformances that arise due to your use of the Services other than strictly in accordance with the Documentation and this Agreement. You must report to use any non-conformances with the foregoing warranty within fifteen (15) days of their occurrence, and our sole obligation is to use commercially reasonable efforts to correct any verified and reproducible errors.

8.2 General Disclaimer. YOUR USE OF THE SERVICES IS AT YOUR SOLE RISK. WE DO NOT MAKE ANY ADDITIONAL REPRESENTATION OR WARRANTY OF ANY KIND WHETHER EXPRESS, IMPLIED (EITHER IN FACT OR BY OPERATION OF LAW), OR STATUTORY, AS TO ANY MATTER WHATSOEVER. WE EXPRESSLY DISCLAIM ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUALITY, ACCURACY, TITLE, AND NON-INFRINGEMENT. WE DO NOT WARRANT AGAINST INTERFERENCE WITH THE ENJOYMENT OF THE SERVICE. WE DO NOT WARRANT THAT THE SERVICE IS ERROR-FREE OR THAT OPERATION OR USE OF THE SERVICE WILL BE SECURE OR UNINTERRUPTED. WE EXERCISE NO CONTROL OVER AND EXPRESSLY DISCLAIM ANY LIABILITY ARISING OUT OF OR BASED UPON THE RESULTS OF USE OF THE SERVICE OR DOCUMENTATION.

9. INDEMNIFICATION.

9.1 Defense and Indemnification. Subject to the remainder of this Section 9 (Indemnification), EZ-EP shall defend you against any third party claim that the Service infringes any patent, trademark or copyright of such third party, or misappropriates a trade secret (but only to the extent that the misappropriation is not a result of your actions) under the laws of the United States ("Infringement Claim") and indemnify you from any damages and expenses (including reasonable attorney's fees) finally awarded against you in favor of such third party by a court of competent jurisdiction or agreed to in settlement by EZ-EP. The foregoing obligations are applicable only if you: (a) promptly notify EZ-EP in writing of the Infringement Claim; (b) allow EZ-EP sole control over the defense for the claim and any settlement negotiations; and (c) reasonably cooperate in response to EZ-EP requests for assistance. You may not settle or compromise any Infringement Claim without the prior written consent of EZ-EP.

9.2 Remedies. If the alleged infringing Services become, or in EZ-EP's opinion are likely to become, the subject of an Infringement Claim, EZ-EP will, at EZ-EP's option and expense, do one of the following: (a) procure the rights necessary for you to make continued use of the affected Services; (b) replace or modify the affected Services to make it non-infringing; or (c) terminate the Ordering Document to the affected Services and discontinue the related support services, and, upon your certified deletion of the affected Services, refund a pro-rated portion of the fees paid by you for the unused, remaining portion of the Subscription Term as of the effective date of termination. Nothing in this Section 9.2 (Remedies) shall limit EZ-EP's obligation under Section 9.1 (Defense and Indemnification) to defend and indemnify you, provided that you replace the allegedly infringing Services upon EZ-EP's making alternate Services available to you and/or you discontinue using the allegedly infringing Services upon receiving EZ-EP's notice terminating the affected Ordering Document.

9.3 Exclusions. Notwithstanding the foregoing, EZ-EP will have no obligation under this Section 9 (Indemnification) or otherwise with respect to any claim based on: (a) a combination of Services with non-EZ-EP products (other than non-EZ-EP products that are listed on the Ordering Document and used in an unmodified form); (b) use for a purpose or in a manner for which the Services were not designed; (c) any modification to the Services made without EZ-EP's express written approval; or (d) any Services provided on a no charge, beta or evaluation basis. THIS SECTION 9 (INDEMNIFICATION) STATES YOUR SOLE AND EXCLUSIVE REMEDY AND EZ-EP'S ENTIRE LIABILITY FOR ANY INFRINGEMENT CLAIMS OR ACTIONS.

9.4 Your Indemnification. You agree to indemnify and hold EZ-EP harmless from any damages, claims or expenses (including reasonable attorneys' fees) arising from or related to Your Data or your violation of this Agreement.

10. LIMITATIONS OF LIABILITY.

10.1 Disclaimer of Indirect Damages. UNDER NO CIRCUMSTANCES WILL WE, OUR AFFILIATES, EMPLOYEES, OFFICERS, AGENTS, REPRESENTATIVES, LICENSORS OR OTHER THIRD PARTY PARTNERS (COLLECTIVELY, "EZ-EP PARTIES") BE LIABLE TO YOU OR ANY OTHER PERSON FOR ANY INDIRECT, INCIDENTAL, PUNITIVE, SPECIAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES ARISING OUT OF THE USE, INABILITY TO USE, OR THE RESULTS OF USE OF OUR SERVICES, WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), OR ANY OTHER LEGAL THEORY; INCLUDING WITHOUT LIMITATION DAMAGES RESULTING FROM PERSONAL INJURY, DEATH, LOST PROFITS, LOST DATA, LOSS OF BUSINESS OR BUSINESS INTERRUPTION, WHETHER DIRECT OR INDIRECT, ARISING OUT OF THE USE, INABILITY TO USE, OR THE RESULTS OF USE OF OUR SERVICES, WHETHER BASED ON

WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), OR ANY OTHER LEGAL THEORY. YOUR SOLE AND EXCLUSIVE REMEDY UNDER THIS AGREEMENT SHALL BE FOR YOU TO DISCONTINUE YOUR USE OF THE SERVICES.

10.2 Cap on Liability. TO THE EXTENT PERMITTED BY LAW, UNDER NO CIRCUMSTANCES WILL ANY EZ-EP PARTIES' TOTAL LIABILITY OF ALL KINDS ARISING OUT OF OR RELATED TO THIS AGREEMENT (INCLUDING BUT NOT LIMITED TO WARRANTY CLAIMS), REGARDLESS OF THE FORUM AND REGARDLESS OF WHETHER ANY ACTION OR CLAIM IS BASED ON CONTRACT, TORT, OR OTHERWISE, EXCEED THE TOTAL AMOUNTS PAID BY YOU UNDER THE APPLICABLE ORDERING DOCUMENT DURING THE SIX (6) MONTHS IMMEDIATELY PRECEDING THE DATE OF THE EVENT GIVING RISE TO THE CLAIM.

11. THIRD PARTY SERVICES.

11.1 Integration with Third Party Services. The Services may contain features designed to interoperate with products, applications, or services not provided by EZ-EP (collectively, each a "Third Party Service"). To use such features, you may be required to obtain access to such Third Party Service from its provider, and may be required to grant EZ-EP access to your account(s) on such Third Party Service. You shall provide, and shall cause the provider of the Third Party Service to provide, EZ-EP with any reasonably requested information and materials needed to integrate the Third Party Service with the Services.

11.2 Permissions; Disclaimer. If you choose to use a Third Party Service with the Services, you grants EZ-EP permission to allow the Third Party Service and its provider to access any data (including, without limitation, data that may constitute Confidential Information) provided to EZ-EP in connection with the Services as required for the interoperation of that Third Party Service with the Services. We are not responsible for any disclosure, modification or deletion of such data resulting from access by any Third Party Service or its provider. Any acquisition by you of a Third Party Service, and any exchange of data between you and any Third Party Service or its provider, is solely between you and the applicable third-party provider. We do not warrant or support Third Party Service or other third-party products or services. Further, we cannot guarantee the continued availability of any Service features that interoperate with Third Party Service, and may cease providing them without being in breach of this Agreement or entitling you to any refund, credit, or other compensation, if for example and without limitation, the provider of a Third Party Service ceases to make the Third Party Service available for interoperation with the corresponding Service features in a manner acceptable to EZ-EP.

12. Copyright and Intellectual Property Policy.

We respect the intellectual property rights of others and expect that you do the same. It is our policy to terminate, in appropriate circumstances, the accounts of subscribers who infringe the copyrights of others. You may not upload, download, post, publish, transmit, reproduce, or distribute in any way, files, material, information, software or other material obtained through the Services that is protected by copyright or other proprietary right or derivative works with respect thereto, without obtaining permission of the copyright owner or other right holder. EZ-EP has the right, but not the obligation, to remove from the Services any files, material, information, software or other material we believe is or may be, in its sole discretion, infringing or otherwise in violation of the rights of others.

If you believe in good faith that your copyright has been infringed, please provide a written communication regarding such belief to: nypdpepe@gmail.com.

13. GENERAL PROVISIONS.

13.1 Equitable Relief. You acknowledge and agree that your breach or threatened breach of any of your obligations under Section 2 or Section 7 of these Terms would cause EZ-EP irreparable harm for which monetary damages would not be an adequate remedy and that, in the event of such breach or threatened breach, we will be entitled to equitable relief, including in a restraining order, an injunction, specific performance, and any other relief that may be available from any court of competent jurisdiction, without any requirement to post a bond or other security, or to prove actual damages or that monetary damages are not an adequate remedy. Such remedies are not exclusive and are in addition to all other remedies that may be available at law, in equity, or otherwise.

13.2 Access by Competitors. You may not access the Services if you are our direct competitor, except with our prior written consent. In addition, you may not access the Service for purposes of monitoring its availability, performance, or functionality, or for any other benchmarking or competitive purpose.

13.3 Export Controls. You may not, or permit any third party, to, export, re-export or release, directly or indirectly, the Services to any country, jurisdiction or individual person to which the export, re-export or release of the Service (a) is prohibited by applicable law and associated regulations or (b) without first completing all required undertakings, including obtaining any necessary export license or other governmental approval. You shall indemnify and hold EZ-EP harmless from any breach of this section.

13.4 Subcontractors. We may use subcontractors or other third parties in carrying out our obligations under this Agreement and any Ordering Document. We remain responsible for all of our obligations under this Agreement.

13.5 U.S. Government Use. If the Service is licensed under a United States government contract, you acknowledge that the Service is a “commercial item” as defined in 48 CFR 2.101, consisting of “commercial computer software” and “commercial computer software documentation,” as such terms are defined in FAR Section 2.101 and Section 252.227-7014 of the Defense Federal Acquisition Regulation Supplement (48 CFR 252.227-7014) and used in 48 CFR 12.212 or 48 CFR 227.7202-1, as applicable. You also acknowledge that the Service is “commercial computer software” as defined in 48 CFR 252.227-7014(a)(1). United States government agencies and entities and others acquiring under a United States government contract will have only those rights, and will be subject to all restrictions, set forth in this Agreement.

13.6 Relationship. Nothing in this Agreement will constitute or be deemed to constitute a partnership between the parties hereto or constitute or be deemed to constitute one party as agent of the other, for any purpose whatsoever, and neither party will have the authority or power to bind the other, or to contract in the name of or create a liability against the other, in any way or for any purpose.

13.7 Publicity. You hereby permit EZ-EP to use your name and logos in marketing materials and EZ-EP may use your trademarks or service marks in the marketing materials upon your prior review and written approval.

13.8 Assignment and Delegation. You may not assign any of your rights or delegate any of your obligations under this Agreement (in whole or in part) without our prior written consent, except in connection with a change of control, merger, or by operation of law. Your assignment or delegation will not relieve you of your obligations under this Agreement nor release you of your liability under this Agreement. We may voluntarily, involuntarily, or by operation of law assign any of our rights or delegate any of our obligations under this Agreement without your consent. Any purported assignment or delegation in violation of this Subsection will be null and void. Subject to this Subsection, this Agreement will bind and inure to the benefit of each party’s respective permitted successors and permitted assigns.

13.9 Notices. Any notice required or permitted to be given in accordance with this Agreement will be effective if it is in writing and sent by certified or registered mail, or overnight courier, return receipt requested, to the appropriate party at the address at the address provided by the other party and with the appropriate postage affixed. Either party may change its address for receipt of notice by notice to the other party in accordance with this Subsection. Notices are deemed given two business days following the date of mailing or one business day following delivery to a courier.

13.10 Force Majeure. We will not be liable for, or be considered to be in breach of or default under this Agreement on account of, any delay or failure to perform as required by this Agreement as a result of any cause or condition beyond our reasonable control,

including, without limitation, an act of nature, war, natural disaster, governmental regulations or orders, epidemics or pandemics, terrorism, communication or utility failures or casualties, denial of service attacks, ransomware, or other actions or inactions of third parties.

13.11 Governing Law. The laws of the State of Virginia, U.S.A. govern the interpretation of this Agreement and apply to claims for breach of this Agreement, regardless of conflict of laws principles. The parties specifically exclude from application to this Agreement the United Nations Convention on Contracts for the International Sale of Goods and the Uniform Computer Information Transactions Act. All other claims, including claims regarding consumer protection laws, unfair competition laws, and in tort, will, only to the extent required by applicable law, be subject to the laws of your state of residence in the United States, or, if you live outside the United States, the laws of the country in which you reside. You and we irrevocably consent to the exclusive jurisdiction and venue of the state or federal courts for Fairfax County, Virginia, USA, for all disputes arising out of or relating to this Agreement.

13.12 No Third-Party Beneficiaries. There are no third-party beneficiaries to this Agreement, including your Affiliates and Users.

13.13 Waiver and Modifications. We may modify, upgrade or update the Services at any time in our discretion provided that we will not materially reduce or lessen the functionality of the Services during your subscription term set forth in an Order Document unless doing so is required to avoid a violation of applicable laws or regulations in our reasonable discretion. We reserve the right, at our discretion, to change the terms of this Agreement on a going-forward basis at any time. If a change materially modifies your rights or obligations, you will be required to accept the modified Agreement in order to continue to use the Service. Material modifications are effective upon your acceptance of the modified Agreement. Immaterial modifications are effective upon publication. Disputes arising under this Agreement will be resolved in accordance with the version of this Agreement that was in effect at the time the dispute arose.

13.14 Severability. If any part of this Agreement is found to be illegal, unenforceable, or invalid, the remaining portions of this Agreement will remain in full force and effect. If any material limitation or restriction on the use of the Service under this Agreement is found to be illegal, unenforceable, or invalid, your right to use the Service will immediately terminate.

13.15 Headings. Headings are used in this Agreement for reference only and will not be considered when interpreting this Agreement.

13.16 Counterparts. The Ordering Document may be executed in any number of identical counterparts, notwithstanding that the parties have not signed the same

counterpart, with the same effect as if the parties had signed the same document. All counterparts will be construed as and constitute the same agreement. The Ordering Document may also be executed and delivered by facsimile or electronically and such execution and delivery will have the same force and effect of an original document with original signatures.

13.17 Interpretation. For purposes of this Agreement, (a) the words “include,” “includes” and “including” will be deemed to be followed by the words “without limitation”; (b) the word “or” is not exclusive; and (c) the words “herein,” “hereof,” “hereby,” “hereto” and “hereunder” refer to this Agreement as a whole. Should any provision of this Agreement require judicial interpretation, the parties agree that the court interpreting or construing the same may not apply a presumption that the terms of this Agreement will be more strictly construed against one party than against another.

13.18 Entire Agreement. This Agreement contains the entire agreement of the parties with respect to the subject matter of this Agreement and supersede all previous communications, representations, understandings, and agreements, either oral or written, between the parties with respect to said subject matter. No usage of trade or other regular practice or method of dealing between the parties will be used to modify, interpret, supplement, or alter the terms of this Agreement.