



## General Terms of Service

---

These General Terms of Service (and any Addenda referenced herein) (the “**Terms**”) are entered into between the customer indicated in the Order Form (“**Client**”) for our services and products (“**Services**”) and us, the entity identified in the Order Form as the provider of Services (referred to as “**we**,” “**us**” or “**our**” and Client may also be referred to in these Terms as “**you**” or “**your**”). References to Client includes Client’s employees, contractors, and authorized users. The Terms are entered into for good and valuable consideration including, without limitation, your payment of fees invoiced or charged by us (and paid by you) for the Services.

The Terms consist of three parts: (1) these General Terms of Service, (2) the terms specific to a certain Service, whether included in a Service Specific Addendum incorporated by reference in an Order Form, or displayed or posted in a specific Service, and (3) the applicable Order Form (as defined below). In the event of a conflict between the Order Form, these Terms, or the Service Specific Addendum, the parties agree that solely to the extent of any such conflict, the order of precedence will be the Order Form, followed by the Service Specific Addendum, followed by these Terms. The Terms supersede any prior agreements, representations, promises, or statements made relating to the Services, and no vendor, distributor, dealer, retailer, sales person, website or any third party is authorized to modify the Terms or to make any representation or promise that is different from, or in addition to, any representations in the Terms.

To use or receive the Services or upgrade to any Service, you must agree to these Terms by executing an order for such Service or upgrade (whether online or in an electronic copy, the “**Order Form**”). By agreeing to these Terms, you represent that you have the authority to bind the company you represent. You also agree that you will comply with any other terms and conditions displayed to you or your Authorized Users (as defined below) or that you otherwise agree to while using the Services. These Terms will automatically renew for the period set forth in the Order Form as the “Renewal Term” and in accordance with these Terms.

### 1. **Services.**

We will provide the Services indicated in the Order Form according to the description in the Order Form and the applicable Service Specific Addendum. You acknowledge that our ability to provide the Services depends on your full and timely cooperation with us, which you agree to provide. You will provide us with access to and use of all information, data, and documentation that we reasonably require. From time to time, we may make changes to the Services and reserve the right to modify features or components thereof, or our delivery method. You and each of the users you authorize to access the Services as permitted by these Terms are “**Authorized Users**.” You and your Authorized Users will take all commercially reasonable measures to safeguard the Services and the Documentation (including all copies thereof) from infringement, misappropriation, theft, misuse, or unauthorized

access. You acknowledge that we may make modifications to the Services during the course of use, including but not limited to, modifying Third-Party Materials (as defined below), without notice to you.

### 2. **Software.**

To the extent that we deliver software to you for download and installation on your systems (“**Software**”) as part of the Services, this Section 2 shall apply to your use of the Software. The Software may only be accessed by Authorized Users that are your employees or contractors; provided that no Authorized User may be a direct or indirect competitor of us. Upon full payment of the fees and subject to your compliance with the Terms, and solely during the Term, we grant to you a non-exclusive, royalty-free, revocable, non-transferable, non-sublicensable license to (a) install a copy of the

Software in accordance with the limitations in the Order Form; (b) use and display the Software solely as necessary to operate the Software in accordance with the Terms; and (c) use the Documentation (as defined below) solely as necessary to operate the Software. In the case of (a)-(c), the rights are granted to you solely for your internal business operations, and solely with respect to the object code version of the Software. You are responsible for ensuring that the Software and the data and information processed by the Software is backed up. We will not be held liable for loss of data due to failure in any backup process.

### 3. Use Restrictions.

You and your Authorized Users' use of the Services is subject to any limitations included in the Order Form. Unless specifically stated otherwise in the Terms, you, and your Authorized Users, are prohibited from installing the Software at any location or on any computer or device other than the computers and locations you are licensed for and have paid fees for. You are prohibited from (a) modifying, correcting, adapting, translating, enhancing, or otherwise preparing derivative works or improvements of the Services or any component thereof (including database procedures); (b) renting, leasing, lending, selling, sublicensing, assigning, distributing, publishing, transferring, or otherwise making the Services, Documentation, or any component thereof available to any third party; (c) reverse engineering, disassembling, decompiling, decoding, or adapting the Services (or any component thereof, including the database procedures), accessing or attempting to access the stored procedures that automate the Services, or otherwise attempting to derive or gain access to the source code of the Services, in whole or in part; (d) bypassing or breaching any security device or protection used for or contained in the Services or Documentation; (e) using the Services in any manner or for any purpose that infringes, misappropriates, or otherwise violates any intellectual property or other right of any person, or that violates any applicable law; (f) using the Services for purposes of: (i) benchmarking or competitive analysis of the Services; (ii) developing, using, or providing a competing product or service; or (iii) any other purpose that is to our detriment or commercial disadvantage; (g) using the Services in or in

connection with the design, construction, maintenance, operation, or use of any hazardous environments, systems, or applications, any safety response systems or other safety-critical applications, or any other use or application in which the use or failure of the Services could lead to personal injury or severe physical or property damage; or (h) using the Services or Documentation in any manner or for any purpose or application not expressly permitted by the Terms.

### 4. Responsibility for Use of Services.

By using the Services, you acknowledge and agree that it is your sole responsibility to confirm the accuracy and integrity of any information you present to your customers, governmental authorities, agencies, or quasi-governmental authorities or agencies, and any other third party. You are responsible and liable for all uses of the Services, including any outputs from the Services. Specifically, and without limiting the generality of the foregoing, you are responsible and liable for your own compliance with all laws applicable to your business, including but not limited to laws related to data privacy, data protection (including the California Consumer Privacy Act), communications, Telephone Consumer Protection Act, SPAM laws (including CAN-SPAM or others as they relate to emailing consumers), or the transmission, recording, or storage of technical data, personal data, or sensitive information. By using the Services, you understand and agree that it is your responsibility (a) to confirm the correctness of any information you present to your customers, governmental agencies, and any other third party; and (b) to confirm that you are in compliance with all applicable laws and regulations in your dealings with your customers, governmental agencies, and any other third party. To the extent that we provide you any example notices or forms, you acknowledge that we are not providing you legal, accounting or any other advice, and that you must consult with your own legal counsel, accountants or other advisors to ensure your compliance with all applicable laws. For the avoidance of doubt, you shall be responsible for the acts and omissions of your Authorized Users, including any breach of the Terms by such Authorized Users.

**5. Software-as-a-Service.**

To the extent that we make our software-as-a-service platform available to you remotely, over the Internet on a subscription basis (“SaaS”), this Section 5 shall apply to your use of the SaaS. Upon your payment of the subscription fees, we grant you and each of your Authorized Users a non-exclusive, royalty-free, limited, revocable, non-transferable, non-sublicensable right to access and use the SaaS solely for your internal business operations in accordance with these Terms and the applicable Order Form. Following the payment of the fees, we will provide you with access to the SaaS and provide the Documentation to you electronically.

**6. Hyperlink Feature.**

To the extent we provide you with the ability to hyperlink to third-party content within the Software or SaaS without assistance from our support team (the “Hyperlink Feature”), this Section shall apply to your use of the Hyperlink Feature. You agree that your use of the Hyperlink Feature shall not infringe upon any third party’s intellectual property rights. You shall not and will not permit any third party to use the Hyperlink Feature to connect to or direct individuals to a third-party e-commerce website that has not been previously approved by us, in our sole discretion. The foregoing sentence does not apply to websites that direct individuals to a website for charitable giving. We may at any time restrict or suspend your use of the Hyperlink Feature.

**7. Limited Warranty.**

We warrant, up to and including 90 days from the date of your purchase of the specific Service, that the Services shall be substantially free from defects in material and workmanship. In the event that the Services prove to be defective during this time period, and upon presentation to us of proof of purchase of the defective Services, we will, in our sole discretion: (1) correct any defect, (2) replace the Services (if applicable), or (3) refund your purchase price. The foregoing repair, replacement or refund is your sole and exclusive remedy, and our sole and exclusive liability for any breach of the foregoing warranty. You acknowledge and agree that the Services are only compatible with certain computers and operating systems. The Services have no warranty for non-compatible systems. OTHER THAN THE LIMITED WARRANTY PROVIDED IN THIS

SECTION 7, WE MAKE NO OTHER REPRESENTATIONS OR WARRANTIES WHATSOEVER WITH RESPECT TO THE SERVICES, WHETHER EXPRESS OR IMPLIED, AND EXPRESSLY DISCLAIM ALL WARRANTIES INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. THE SERVICES ARE PROVIDED “AS IS” AND WITH ALL FAULTS. WE, OUR AFFILIATES, LICENSORS, AND SERVICE PROVIDERS SPECIFICALLY DISCLAIM LIABILITY FOR (A) ANY LOSS OF USE OF TECHNOLOGY, THE SERVICES OR ANY LOSS OR CORRUPTION OF DATA, LOSS OF BUSINESS OR LOST PROFITS, OR ANY COST ASSOCIATED WITH RECOVERY OF SYSTEMS OR DATA; (B) LOSS ARISING FROM ERRORS IN INSTRUCTIONS OR OTHER MATERIALS; (C) THIRD PARTY MATERIALS, OR ANY THIRD-PARTY CLAIMS; (D) DELAYS, INTERRUPTIONS, SERVICE FAILURES, OR OTHER PROBLEMS INHERENT IN THE USE OF SERVICES, INCLUDING TRANSMISSION OF DATA OVER THE INTERNET, ELECTRONIC COMMUNICATIONS, OR OTHER SYSTEMS OUTSIDE OF OUR REASONABLE CONTROL; (E) YOUR OR YOUR AUTHORIZED USERS USE OF THE SERVICES IN VIOLATION OF LAW OR THE TERMS. YOU ARE RESPONSIBLE FOR CONSULTING YOUR OWN ACCOUNTING, TAX AND LEGAL ADVISORS. WE DO NOT PROVIDE ANY ACCOUNTING, TAX, REGULATORY, OR LEGAL ADVICE AND EXPRESSLY DISCLAIM ANY REPRESENTATION OR WARRANTY RELATED THERETO AND ANY LIABILITY ARISING THEREFROM. WE DO NOT REPRESENT OR WARRANT THAT ANY INFORMATION WE PROVIDE TO YOU WILL BE ACCURATE, COMPLETE, RELIABLE, CURRENT OR ERROR-FREE. WE MAKE NO REPRESENTATION OR WARRANTY THAT THE SERVICES ARE IN COMPLIANCE WITH ANY LAWS OR REGULATIONS THAT APPLY TO YOU OR YOUR ENTITY. WE ARE NOT RESPONSIBLE FOR ANY LIABILITY RELATED TO YOUR PROVISION OF FUNERAL SERVICES TO YOUR CUSTOMERS.

**8. Ownership.**

As between us, we (or our third party licensors) own all right, title, and interest, including worldwide intellectual property rights, in and to the Services, including the source code, object code API’s, scripts, the technology or hardware used to deliver the

Services, any aggregated data generated by your use of any Services, the database processes and procedures, the documentation describing the installation, execution, and operation of the Software or SaaS (collectively, “**Documentation**”) and any training materials, forms, help manuals, online FAQs or other written documents we provide you (collectively, “**Our IP**”). Our IP (and the Software and SaaS) shall include any updates, modifications, or patches to the Software or SaaS, any derivatives or copies of the Software or SaaS, any Quick Start Guides, and any other software that is incident to our provision of the Services. Other than the licenses granted in the Terms, nothing in the Terms transfers to you any right, title, or interest in or to Our IP, whether by implication, waiver, estoppel or otherwise. You will take all such steps as we may reasonably require to assist us in maintaining the validity, enforceability, and ownership of Our IP. You will cooperate with and assist us in the event of any actual or threatened infringement, misappropriation, or violation of our rights in, and to attempt to resolve any actions relating to, Our IP. Our licensors or Third-Party Materials providers may also own the rights to any Third-Party Materials or other data provided to you through the Services.

#### **9. Client Content.**

You grant us the limited right to copy, display, use, publish, transmit, and otherwise process Client Content (as defined herein) solely in connection with our provision of the Services. “**Client Content**” means the information you and Your Authorized Users provide to us in connection with the Services, including any trademark, logo, or domain name you provide to us and any hyperlinks you use in the Hyperlink Feature. You are solely responsible for ensuring that your Client Content is accurate and up-to-date. We are not liable or responsible for any errors in your Client Content. For purposes of clarity, Client Content does not include any aggregated data about the use or operation of the Services.

#### **10. Collection and Use of Information.**

You acknowledge that while providing you the Services, we may collect, obtain, and analyze data and information that is provided by you or your customers in the course of your use of the Services for our own internal business purposes and in any other manner permitted by law. If you direct us to

provide or share information or data to any third parties, we shall not be liable for any such request or any claims resulting therefrom provided that we comply with your request. You acknowledge that you are solely responsible for your own collection, processing, storing, and sharing of your customer’s information or data with respect to your use of the Services and that you will not hold us liable for any claims relating to the same.

#### **11. Suspension of Services.**

We may suspend, terminate, or otherwise deny your access or your Authorized User’s access to all or any part of the Services if: (a) we believe that you or an Authorized User is in breach of these Terms, if you or an Authorized User has accessed or used the Services beyond the scope of the rights granted, or for a purpose not authorized pursuant to these Terms; (b) if you or your Authorized Users are engaged in any activity that appears to be fraudulent, misleading, or unlawful relating to or in connection with your use of the Services; or (c) if you have not paid any fees due hereunder when due. This Section 11 does not limit any of our other rights or remedies, whether at law or in equity.

#### **12. Fees and Taxes.**

All fees will be paid in accordance with the applicable Order Form. Unless otherwise specified in the Order Form, fees are due 30 days from the date of invoice. If you fail to make any payment when due, we may charge interest on past due amounts at the rate of 1.5% per month calculated daily and compounded monthly or, if lower, the highest rate permitted under applicable law. You will reimburse us all costs that we incur in collecting any late payments, including attorneys’ fees, court costs, and collection agency fees. Notwithstanding anything to the contrary, including any prior practice by us, we reserve the right to increase prices at any time for any reason, including when we introduce new Services or add new features to the Services. You are responsible for all sales, use, and excise taxes, and any other similar taxes, duties, and charges of any kind imposed by any federal, state, or local governmental or regulatory authority on any amounts payable by you hereunder, other than any taxes imposed on our income. The Services may be invoiced based on number of users, storage or other consumption metric and, in such case, when your

consumption or use exceeds the applicable limitations, an overage will apply. You will pay such overage upon receipt of invoice. If you provide us with a credit card, you authorize us to charge your credit card for any such overages when they are incurred or on your next billing cycle, at our discretion.

### 13. Term.

The Term will commence on the Effective Date and it will continue for the period specified in the Order Form (including any promotional period, where applicable) (the “**Initial Term**”). The “**Effective Date**” with respect to any Order Form is the date the Order Form is executed by Client. The Initial Term will automatically renew for successive periods equal to the renewal period indicated in the Order Form, unless otherwise indicated in the Order Form (each a “**Renewal Term**” and the Renewal Term with the Initial Term are collectively, the “**Term**”). The Terms and any license granted hereunder shall remain in effect until terminated as set forth herein.

### 14. Termination.

We may terminate the Terms, effective immediately, if you or your Authorized Users breach the Terms or otherwise default on your obligations hereunder. We may terminate the Terms, effective immediately, if you file, or have filed against you, a petition for voluntary or involuntary bankruptcy or pursuant to any other insolvency law, make or seek to make a general assignment for the benefit of its creditors or apply for, or consent to, the appointment of a trustee, receiver, or custodian for a substantial part of your property. You may terminate the Terms upon written notice to us if we materially breach the Terms and fail to cure such breach within thirty (30) days after you notify us of the breach in writing. Upon any expiration or termination of these Terms, except as expressly otherwise provided in these Terms: (a) all rights, licenses, consents, and authorizations granted by either party to the other hereunder will immediately terminate; (b) you will discontinue all use of any Services, Our IP, or other materials that we provided to you, you will remove any Software from your systems, and we will disable access to any online SaaS; (c) in the case of our termination for your breach of these Terms, any fees outstanding for the remaining Term will become immediately due and payable. In no event will we

issue any refund of fees; (d) if applicable, we will transfer your domain name to you; and (e) if applicable, we will return Client Content upon request subject to our applicable fees. After one-hundred and twenty (120) days following termination of the Terms, we have no obligation to maintain Client Content and may delete it.

### 15. Indemnity.

a. You will defend, indemnify, and hold us, our affiliates and each of our and our affiliate’s, officers, directors, members, managers, employees, agents, successors, and assigns harmless from and against any and all damages, losses, costs or expenses (including reasonable legal fees) that we incur that result or arise from, or are alleged to result or arise from: (1) your breach of the Terms; (2) your use of the Services in a manner that violates applicable law, including laws that apply to marketing or advertising, funeral services, warranties, privacy, consumer data, consumer credit or tax or accounting matters; (3) any materials or information (including any documents, data, specifications, software, content, or technology) provided by a third-party or on your behalf, (4) the customization of the Services in accordance with any specifications or directions provided by or on your behalf; or (5) your negligent, willful, fraudulent or intentional acts or omissions. As used in this Section, references to “your” include your employees and Authorized Users of the Services.

b. We will defend you against any claim, demand, suit or proceeding made or brought against you by a third party alleging that any Services infringe or misappropriate such third party’s intellectual property rights (an “**IP Claim**”), and will indemnify you from any damages, attorney fees and costs finally awarded against you as a result of, or for amounts paid by you under a settlement approved by us in writing of, an IP Claim, provided you (1) promptly give us written notice of the IP Claim, (2) give us sole control of the defense and settlement of the IP Claim (except that we may not settle any IP Claim unless it unconditionally releases you of all liability), and (3) give us all reasonable assistance, at our expense. If we receive

information about an infringement or misappropriation claim related to the Services, we may in our discretion and at no cost to you (i) modify the Services so that they are no longer claimed to infringe or misappropriate, (ii) obtain a license or other right for your continued use of the Services in accordance with these Terms, or (iii) terminate your use for that Service upon 30 days' written notice and refund you any prepaid fees covering the remainder of the term of the terminated Services. The above defense and indemnification obligations do not apply if (v) the allegation does not state with specificity that the Services are the basis of the IP Claim; (w) an IP Claim arises from the use or combination of the Services or any part thereof with software, hardware, data, or processes not provided by us, if the Services or use thereof would not infringe without such combination; (x) an IP Claim arises from Services under an Order Form for which there is no charge; or (y) an IP Claim arises from your breach of the Terms or from Client Content; or (z) an IP Claim arises from the customization of the Services in accordance with any specifications or directions provided by or on your behalf, if the Services or use thereof would not infringe without such customization. This Section 15(b) states our sole liability and your sole remedy against us for any IP Claim.

#### **16. Limitation of Liability.**

IN NO EVENT WILL WE, OUR AFFILIATES OR ANY OF OUR OR OUR AFFILIATES' OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, EQUITY HOLDERS, SUCCESSORS, LICENSORS, OR ASSIGNS, BE LIABLE UNDER THE TERMS OR IN ANY WAY RELATING TO THE SERVICES FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, OR PUNITIVE DAMAGES, INCLUDING ANY DAMAGES FOR LOST BUSINESS, REVENUE OR PROFITS, BUSINESS INTERRUPTION, LOSS OF BUSINESS OR PROPRIETARY INFORMATION, HARDWARE OR COMPUTER FAILURE OR MALFUNCTION (WHETHER SOFTWARE OR HARDWARE RELATED), LOSS OF GOODWILL, OR LOSS OF DATA. IN NO EVENT WILL OUR AGGREGATE LIABILITY, OR THE AGGREGATE LIABILITY OF OUR AFFILIATES, LICENSORS, SERVICE PROVIDERS OR SUPPLIERS, WHETHER RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR

ANY OTHER LEGAL OR EQUITABLE THEORY, EXCEED THE TOTAL FEES PAID BY YOU TO US FOR THE SERVICES IN THE PRIOR TWELVE (12) MONTHS. You understand that the limitations of liability and disclaimer of warranties within the Terms are the basis of the bargain and that the pricing you receive is expressly calculated in connection with and reliance upon these terms.

#### **17. Third-Party Materials.**

The Services may allow you to integrate with or use third-party services, materials, data, or software ("**Third-Party Materials**"). Third parties that provide Third-Party Materials may make changes to the Third-Party Materials, or suspend or discontinue a service with or without notice, or we may decide in our sole discretion to not support or provide access to certain Third-Party Materials. The availability of the Third-Party Materials may depend on your compliance with third-party terms and conditions, which is your sole responsibility. The Third-Party Materials providers may have access to your data, information, software, hardware, networks, or systems. We may be required or you may instruct us to provide information or data about you or your services or your customers to the Third-Party Materials provider, and you consent to our provision of such information and represent and warrant that you have provided any notice and obtained any consents, authorizations, or permits necessary for us to do so. We do not monitor or review the practices of any Third-Party Materials provider and are not responsible for the Third-Party Materials provider's actions or omissions, or for how they transmit, access, process, store, use, collect, share, or provide data. We expressly disclaim all liability related to or arising from any Third-Party Materials, including liability related to or arising from any updates, modifications, outages, delivery failures, corruption of data, loss of data, use of data, inaccurate data, security, discontinuance of services, or termination of the Third-Party Materials. You are solely responsible for ensuring that you comply with all terms and conditions applicable to your use of the Third-Party Materials. For the avoidance of doubt, the availability of any Third-Party Materials for integration with or use in connection with the Services, including, without limitation, any hyperlinks to a third party website or service that may be available from time to time through the

Services, does not mean that we endorse or accept any responsibility for the Third Party Materials or the use of any linked website or service. If you decide to use any Third-Party Materials or access any linked third party websites or services, you do this entirely at your own risk.

#### **18. Relationship of the Parties.**

The relationship between the parties is that of independent contractors. Nothing contained in the Terms shall be construed as creating any agency, partnership, joint venture, or other form of joint enterprise, employment, or fiduciary relationship between the parties, and neither party shall have authority to contract for or bind the other party in any manner.

#### **19. Assignment.**

Client will not assign, delegate, or otherwise transfer any of its obligations or performance under these Terms, in each case whether voluntarily, involuntarily, by operation of law, or otherwise, without our prior written consent, which consent shall not be unreasonably withheld, conditioned, or delayed. No assignment, delegation, or transfer will relieve Client of any of its obligations or performance under these Terms. We may assign, delegate or otherwise transfer our rights, obligations or performance under these Terms with or without consent. Any other purported assignment, delegation, or transfer in violation of this Section 19 is void.

#### **20. Severability; No Waiver.**

If any term or provision of the Terms is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of the Terms or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon such determination that any term or other provision of the Terms is invalid, illegal, or unenforceable, the parties shall negotiate in good faith to modify the Terms so as to effect the original intent of the parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible. No waiver by any party of any of the provisions hereof shall be effective unless explicitly set forth in

writing and signed by the party so waiving. Except as otherwise set forth in the Terms, no failure to exercise, or delay in exercising, any rights, remedy, power, or privilege arising from the Terms will operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power, or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.

#### **21. Force Majeure.**

In no event will either party be liable or responsible to the other party, or be deemed to have defaulted under or breached these Terms, for any failure or delay in fulfilling or performing under these Terms (except for any obligation to make payments) when and to the extent such failure or delay is caused by any circumstances that constitute acts of God, flood, fire, earthquake or explosion, war, terrorism, invasion, riot or other civil unrest, epidemics, pandemics, embargoes or blockades, national or regional emergency, strikes, labor stoppages or slowdowns or other industrial disturbances, passage of law or any action taken by a governmental or public authority, or national or regional shortage of adequate power or telecommunications or transportation (collectively, a “**Force Majeure Event**”).

#### **22. Entire Agreement.**

The Terms, Addendum (where applicable), and any other documents expressly incorporated into the Terms constitute the entire agreement of the parties with respect to the subject matter hereof and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to such subject matter. The Terms may only be amended or superseded by a written agreement signed by authorized representatives of you and us, provided, however, that we may make modifications or changes to the Terms at any time. If we make a modification that we deem material, we will provide notice to you (email notice being sufficient) which will be effective 30 days following our notice of the modification.

#### **23. Disputes & Arbitration.**

a. YOU ARE AGREEING TO GIVE UP ANY RIGHTS TO LITIGATE CLAIMS IN A COURT OR BEFORE A

JURY WITH RESPECT TO A CLAIM. OTHER RIGHTS THAT YOU WOULD HAVE IF YOU WENT TO COURT MAY ALSO BE UNAVAILABLE OR MAY BE LIMITED IN ARBITRATION. ANY CLAIM, DISPUTE OR CONTROVERSY (WHETHER IN CONTRACT, TORT OR OTHERWISE, WHETHER PRE-EXISTING, PRESENT OR FUTURE, AND INCLUDING STATUTORY, COMMON LAW, INTENTIONAL TORT, INJUNCTIVE AND EQUITABLE CLAIMS) BETWEEN YOU AND US ARISING FROM OR RELATING IN ANY WAY TO THESE TERMS OR YOUR USE OR PURCHASE OF SERVICES, WILL BE RESOLVED EXCLUSIVELY AND FINALLY BY BINDING ARBITRATION.

- b. If the address of our location listed in the Order Form is in the United States, arbitration will be administered by the American Arbitration Association (“**AAA**”) in accordance with the Commercial Arbitration Rules (the “**AAA Rules**”) then in effect, except as modified by this Section, and the Federal Arbitration Act (the “**FAA**”) will govern the interpretation and enforcement of this Section; provided, that if the FAA is inapplicable for any reason, the applicable governing law identified in the table in Section 24 shall apply, including with respect to Delaware law, Del. Code tit. 10 § 5701 et seq, without regard to choice of law principles. (The AAA Rules are available at [adr.org](http://adr.org) or by calling the AAA at 1-800-778-7879.) Unless you and we mutually agree otherwise, any in-person arbitration hearings between Client and us will take place in the applicable jurisdiction listed in the table in Section 24, below.
- c. If the address of our location listed in the Order Form is in Canada, arbitration will be administered by the International Centre for Dispute Resolution Canada (“**ICDR Canada**”) in accordance with the Canadian Arbitration Rules (the “**ICDR Canada Arbitration Rules**”) then in effect, except as modified by this Section. (The ICDR Canada Arbitration Rules are available at [ICDR.Canada](http://ICDR.Canada) | [ICDR.org](http://ICDR.org) or by calling the ICDR Canada at 1-844-859-0845.) The seat of arbitration shall be Toronto, Ontario. Unless you and we mutually agree otherwise, any in-person arbitration hearings between Client and us will take place in the applicable jurisdiction listed in

the table in Section 24, below.

- d. Except as provided herein, the arbitrator will have exclusive authority to resolve any dispute relating to arbitrability and/or enforceability of this arbitration provision, including any unconscionability challenge or any other challenge that the arbitration provision or the Terms is void, voidable or otherwise invalid. The arbitrator will be empowered to grant whatever relief would be available in court under law or in equity. Any award of the arbitrator(s) will be final and binding on each of the parties and may be entered as a judgment in any court of competent jurisdiction. There shall be no appeal from the award of the arbitrator, including any appeal on a question of law, question of fact or question of mixed fact and law.

#### 24. Miscellaneous.

It is the parties’ intention that no purchase order terms contained in any purchase order issued by you shall apply to the Services, regardless of any language to the contrary. The Terms shall be construed, interpreted, applied, and governed in all respects by the laws of the state or province identified in the below chart based on our location, without giving effect to any choice or conflict of law provision or rule that would require or permit the application of the laws of any jurisdiction other than those of the applicable state or province identified in the below chart. Application of the United Nations Convention of Contracts for the sale of goods is expressly excluded. If the binding arbitration provisions of Section 23 are inapplicable for any reason, you agree to irrevocably and unconditionally invoke and/or submit to the exclusive jurisdiction of the courts sitting in the location identified in the below chart based on our location for any dispute relating to the Terms or the Services. You further irrevocably and unconditionally agree to waive any objections to venue of any such action or proceeding brought in such court, or the fact that such court is an inconvenient forum. Notwithstanding anything to the contrary contained herein, we may file a claim for relief in any court, whether for injunctive relief or otherwise, if you infringe Our IP or otherwise breach the Terms in a manner that jeopardizes Our IP. Any notice request, consent, claim, demand, waiver, or other communications to us under these



Terms intended to have legal effect, must be delivered to our address on the Order Form, and in each case, notice will be deemed effectively given (a) when received, if delivered by hand, with signed confirmation of receipt; and (b) when received, if sent by a nationally recognized overnight courier where signature is required. If provided to Client, notice may be provided in writing delivered to

Customer's address on the Order Form in accordance with the preceding sentence, or additionally via email to the Client contact in the Order Form with confirmation of transmission and such email notice shall be deemed effectively given when sent if sent during the Client's normal business hours, and on the next business day, if sent after normal business hours.

<b>Our Location Listed on the Applicable Order Form</b>	<b>Governing Law</b>	<b>Exclusive Jurisdiction</b>
United States	Delaware	Madison, Wisconsin
Canada	Ontario	Toronto, Ontario

Last updated: September 24, 2021