



Terms of Service

THESE TERMS OF SERVICE (THIS "AGREEMENT") GOVERN YOUR ACCESS TO AND USE OF OUR SERVICES AND THE SITE(S).

BY ACCEPTING THIS AGREEMENT, EITHER BY CLICKING A BOX INDICATING YOUR ACCEPTANCE OR BY EXECUTING THIS AGREEMENT OR AN ORDER FORM THAT REFERENCES THIS AGREEMENT, YOU AGREE TO THE TERMS OF THIS AGREEMENT. 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 AND ITS AFFILIATES TO THESE TERMS AND CONDITIONS, IN WHICH CASE THE TERMS "YOU" OR "YOUR" SHALL REFER TO SUCH ENTITY AND ITS AFFILIATES. IF YOU DO NOT HAVE SUCH AUTHORITY, OR IF YOU DO NOT AGREE WITH THESE TERMS AND CONDITIONS, YOU MUST NOT ACCEPT THIS AGREEMENT AND MAY NOT USE THE SERVICES.

You may not access the Services if You or Your products or services are competitive with Us or Our products or services, except with Our prior written consent. In addition, You may not access the Services for purposes of monitoring their availability, performance or functionality, or for any other benchmarking or competitive purposes.

This Agreement was last updated on February 1, 2021. This Agreement is subject to revision. If We make any substantial changes, We will notify You in accordance with Section 13.1. Any changes to this Agreement will be effective upon the earlier of thirty (30) calendar days following dispatch of an email notice to You (if applicable) or Your next use of the Services. These changes are effective immediately to new Users of Our Services. You are responsible for providing Us with Your most current e-mail address. In the event that the last e-mail address that You have provided Us is not valid, or for any reason is not capable of delivering to You the notice described above, Our dispatch of the e-mail containing such notice will nonetheless constitute effective notice of the changes described in the notice. Continued use of Our Services following notice of such changes shall indicate Your acknowledgement of such changes and agreement to be bound by the terms and conditions of such changes.

This Agreement is effective between You and Us as of the earlier of: (a) the date You accept this Agreement as set forth above or (b) the date You first access or otherwise use the Services.

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1. DEFINITIONS

"Affiliate" means any entity that directly or indirectly controls, is controlled by, or is under common control with the subject entity. "Control," for purposes of this definition, means direct or indirect ownership or control of more than 50% of the voting interests of the subject entity.

"Agreement" means these Terms of Service, along with all executed Order Forms referencing these Terms of Service as well as any applicable SOW.

"Beta Services" means certain features, technologies, and services that are not generally available to customers, as updated from time to time.

"CCPA" means the California Consumer Privacy Act (Assembly Bill 375), as amended.

"Content" means all information that may be generated or encountered through Your use of the Site and/or Services (other than Your Services Data), including, without limitation, data, data files, written text, software, images, photographs, graphics, videos, or other materials.

"Disruption Event" means either: (a) a User's use of the Services which could disrupt: (i) the Services; (ii) other customer's use of the Services; or (iii) Our network or servers used to provide the Services; or (b) unauthorized third party access to the Services.

"Generic Reports" means reports that may include Your Services Data in an anonymous, generic, de-identified format aggregated with other data not constituting Your Services Data solely and exclusively for analyzing customer needs, improving Our services, or providing benchmark data of usage and configuration of Third Party Applications to other customers.

"Malicious Code" means code, files, scripts, agents or programs intended to do harm, including, for example, viruses, worms, time bombs, and trojan horses.

"Order Form" means an online confirmation page or an ordering document specifying the Services to be provided hereunder that is entered into between You and Us or any of Our Affiliates, including any addenda and supplements thereto.

"Privacy Policy" means Our Privacy Policy, as updated from time-to-time, located at: <https://www.coreexpand.com/CoreXpand-Privacy-Policy.pdf> or such other URL as We may provide from time to time.



“Professional Services” means the product implementation, training, Site customization and/or other professional services to be provided by Us to You to the extent purchased by You as part of the Services under an Order Form.

“Services” means the products and services that are ordered by You under an Order Form and performed and/or made available online by Us as described in the Order Form and/or SOW, including, without limitation, Professional Services and Subscription Services (including your use of Site(s)). “Services” exclude Third Party Applications.

“Site” means the website(s) and/or series of web pages made available to You for Your authorized use pursuant to this Agreement in conjunction with the Services, including, without limitation, punchout catalogs and integrations, ecommerce sites, quoting tools, marketplaces, microsites, mobile applications, profiles on social media sites, and any other digital properties made available by Us and operated by You with respect thereto. All references herein to a “Site” shall refer to one or more Sites, as applicable, as used or accessed by You or a particular customer or User.

“SOW” means a Statement of Work describing the Professional Services package purchased by You as part of the Services (if any), signed or accepted by You and referencing an Order Form and/or this Agreement.

“Specifications” means the specifications for the Services purchased by You pursuant to an Order Form, as described on the applicable Order Form and/or SOW.

“Subscription Fees” means those fees payable by You for the Subscription Services purchased by You pursuant to an Order Form.

“Subscription Services” means those Services purchased by You on a subscription or recurring basis pursuant to an Order Form (e.g., Your use of the Site(s), Our hosting of the Site(s)).

“Subscription Term” means the period of time during which Users are permitted to use the Subscription Services hereunder, as specified in the applicable Order Form and including all renewals or extensions thereof.

“Suspend” or “Suspension” means the immediate disabling of access to the Services, or components of the Services, as applicable, to prevent further use of the Services and/or Site.

“Third Party Applications” means a web-based or offline software application that is provided by You or a third party, and interoperates with a Site and/or one or more of the other Services.

“User” means an individual who is authorized by You to use one or more of the Services, for whom You have ordered the Services, and to whom You (or We at Your request) have supplied a user identification and password. Users may include, for example, Your employees, consultants, contractors, agents and customers.

“We,” “Us” or “Our” means Coreexpand, LLC.



"You" or "Your" means the person accepting this Agreement, or, if applicable, the company or other legal entity for which you are accepting this Agreement.

"Your Reports" means reports regarding and/or incorporating Your Services Data generated, transmitted or displayed via the Services, but excluding Generic Reports.

"Your Services Data" means electronic data and information submitted by or for You to the Services or collected and processed by or for You as a result of Your use of the Services. Your Services Data includes "Your Reports".

2. FREE TRIAL

From time to time, free trials may be offered with respect to certain of Our non-customized Services. In such event, if You register on Our website for a free trial of such Services, we will make such Services available to You on a trial basis, free of charge, until the earlier of (a) the end of the free trial period for which You registered to use the applicable Service(s), or (b) the start date of any paid Service subscriptions ordered by You for such Service(s). Additional trial terms and conditions may appear on the trial registration web page and are incorporated into this Agreement by reference.

YOUR SERVICES DATA ON OUR SYSTEMS OR IN OUR POSSESSION OR CONTROL, YOUR REPORTS, AND ANY CUSTOMIZATIONS MADE TO THE SERVICES BY OR FOR YOU, DURING YOUR FREE TRIAL MAY BE PERMANENTLY LOST OR DELETED AT THE END OF THE FREE TRIAL PERIOD UNLESS YOU PURCHASE A SUBSCRIPTION TO THE SAME SERVICES AS THOSE COVERED BY THE TRIAL OR PURCHASE UPGRADED SERVICES BEFORE THE END OF THE TRIAL PERIOD. WE WILL HAVE NO LIABILITY FOR ANY HARM OR DAMAGE ARISING OUT OF OR IN CONNECTION WITH A FREE TRIAL.

NOTWITHSTANDING SECTION 9 (REPRESENTATIONS, WARRANTIES, EXCLUSIVE REMEDIES, AND DISCLAIMERS), DURING THE FREE TRIAL THE SERVICES ARE PROVIDED "AS-IS" WITHOUT ANY WARRANTY.

3. OUR RESPONSIBILITIES

3.1. Provision of Services. We will (a) make the Services available to You pursuant to this Agreement and the applicable Order Form(s) and SOW(s), and (b) provide Our standard support for the Services to You at the hourly rate(s) set forth on the applicable Order Form, as applicable, and/or upgraded support if purchased with respect to an applicable SOW. Notwithstanding the foregoing, the Services may not be available due to: (i) planned downtime (of which We shall give at least 8 hours electronic notice through the Services and which We shall schedule to the extent practicable during the weekend hours), and (ii) circumstances beyond Our reasonable control, including, for example, an act of God, act of government, flood, fire, earthquake, civil unrest, act of terror, strike or other labor problem (other than one involving Our employees), Internet service provider failure or delay, Third Party Application failure or delay, denial of service attack or any other factor beyond our reasonable control. We reserve the right to make changes to the Services at any time and from time to time, provided, however, that We will not materially decrease the functionality of the Services during a Subscription Term. If We make a material change to the

Services, We will notify You of such change in accordance with Section 13.1 (Manner of Giving Notice).

- 3.2. License to Use the Site(s). Subject to and conditioned on Your payment of the Subscription Fees and compliance with all other terms and conditions of this Agreement, We hereby grant to You and Your Users during the Subscription Term a non-exclusive, non-sublicensable, and non-transferable right and license to access and use the Site(s) solely as permitted hereunder.
- 3.3. Protection of Your Services Data. We will maintain industry-standard administrative, physical, and technical safeguards for protection of the security, confidentiality, and integrity of Your Services Data. Those safeguards will include, but will not be limited to, measures designed to prevent access, use, modification or disclosure of Your Services Data by Our personnel except (a) to provide the Services and prevent or address service or technical problems, (b) as compelled by law in accordance with Section 8.3 (Compelled Disclosure) below, (c) as set forth in our Privacy Policy, or (d) as You expressly permit in writing.
- 3.4. Beta Services. From time to time, We may invite You to try Beta Services at no charge. You may accept or decline any such trial in Your sole discretion. Beta Services will be clearly designated as beta, pilot, limited release, developer preview, non-production, evaluation or by a description of similar import. Beta Services are for evaluation purposes and not for production use, are not considered "Services" under this Agreement, are not supported, and may be subject to additional terms. Unless otherwise stated, any Beta Services trial period will expire upon the date that a version of the Beta Services becomes generally available. We may discontinue Beta Services at any time in Our sole discretion and may never make them generally available. WE WILL HAVE NO LIABILITY FOR ANY HARM OR DAMAGE ARISING OUT OF OR IN CONNECTION WITH A BETA SERVICE.

4. USE OF SERVICES; SITE; AFFILIATES

- 4.1. Subscriptions. Unless otherwise provided in the applicable Order Form, (a) Services are purchased as subscriptions, (b) subscriptions may be added during a Subscription Term, with the term for such additional subscription(s) to be prorated for the portion of that Subscription Term remaining at the time the mid-term subscriptions are added, and (c) any added subscriptions will terminate on the same date as the Subscription Term.
- 4.2. Usage Limits. Certain Services are subject to usage limits, including, for example, the quantities specified in the applicable Order Form(s). If You exceed Your then-current contractual usage limit as set forth in the relevant Order Form, You shall incur additional fees for Your excess usage and shall remit payment in accordance with Section 6.2 (Invoicing and Payment). Your then-current contractual usage limit may automatically be increased to the new quantity for the remainder of the Subscription Term and thereafter per Your Order Form.
- 4.3. Your Responsibilities. You will (a) be responsible for Users' compliance with this Agreement and for all activities that occur through Your Users' use of the Services, (b) access and use the Services in accordance with Our usage guides and policies, and other documentation we make available

to You from time to time; (c) be responsible for the accuracy, quality and legality of Your Services Data, (d) be solely responsible and liable for all Content uploaded, posted or stored by you using the Services, (e) use commercially reasonable efforts to prevent unauthorized access to or use of Services, and notify Us promptly at helpme@coreexpand.com of any actual or suspected unauthorized access or use, (f) use the Services only in accordance with this Agreement and applicable laws and government regulations, (g) comply with the terms of service of Third Party Applications with which You use the Services, (g) respond to questions and complaints from Users or third parties relating to Your or Your Users' use of the Services and use commercially reasonable efforts to resolve support issues before escalating them to Us, and (h) not share any User password(s) with any other individual. You further acknowledge that We are not responsible or liable in any way for any Content uploaded to the Site or provided by You and that You are solely responsible for backing up, to your own computer or other device, any important documents, images or other Content that you store or access via the Services or the Site.

- 4.4. Usage Restrictions. You will not (a) make any Service available to, or use any Service for the benefit of, anyone other than You, Your Users or your customers, (b) sell, resell, license, sublicense, distribute, rent or lease any Service, or include any Service in a service bureau or outsourcing offering, (c) use a Service to post, store or transmit infringing, libelous, or otherwise unlawful or tortious material, or to store or transmit material in violation of third-party privacy rights, (d) use a Service to store or transmit Malicious Code, (e) use the Services to post, store or transmit any Content or other material that is deemed harassing, threatening, indecent, obscene, slanderous, or otherwise objectionable, as determined in Our sole reasonable discretion, (f) interfere with or disrupt the integrity or performance of any Service or third-party data contained therein, (g) attempt to gain unauthorized access to any Service or its related systems or networks, (h) permit direct or indirect access to or use of any Service in a way that circumvents a contractual usage limit, (i) copy a Service or any part, feature, function or user interface thereof, (j) frame or mirror any part of any Service, other than framing on Your own intranets or otherwise for Your own internal business purposes or as permitted in this Agreement, (k) access any Service in order to build a competitive product or service, (l) reverse engineer any Service (to the extent such restriction is permitted by law); or (m) attempt, or assist a third party to attempt or engage in, any of the foregoing.
- 4.5. Privacy. Our Privacy Policy describes the collection, use, and sharing of certain information that may be provided in connection with Your use of the Services. By using the Services, You acknowledge that Your Services Data will be processed in accordance with Our Privacy Policy and this Agreement and may be processed in a country where it was collected, as well as in countries where privacy laws may be less stringent, including the United States. By using the Services or submitting Your Services Data through the Services, You expressly consent to such processes. You represent that You obtained the required consents and provided appropriate notices for the collection and use of Your Services Data by Us in accordance with this Agreement, including with regard to the personal information associated with Users.
- 4.6. Suspension. If We become aware of a User's violation of this Agreement, then We may specifically request that You Suspend that User's use of the Services. If You fail to promptly comply with Our

request to Suspend a User's use of the Services, then We may Suspend that User's use of the Services. The duration of any Suspension by Us will be until the applicable User has cured the breach that caused the Suspension. Notwithstanding the foregoing, if there is a Disruption Event, then We may automatically Suspend the offending use. The Suspension will be to the minimum extent and of the minimum duration required to prevent or terminate the Disruption Event. If We Suspend a User's use of the Services for any reason without prior notice to You, then at Your request, We will provide You with the reason for the Suspension as soon as is reasonably possible.

- 4.7. Affiliates. By entering into an Order Form, an Affiliate agrees to be bound by the terms of this Agreement as if such Affiliate were an original party hereto.

5. THIRD PARTY PROVIDERS

- 5.1. Integration with Third Party Applications. The Services may contain features designed to interoperate with certain Third Party Applications selected by You. To use such features, You may be required to obtain access to Third Party Applications from their providers, and may be required to grant Us access to Your account(s) on the Third Party Applications. Any acquisition by You of such Third Party Applications, and any exchange of data between You and any Third Party Application provider, is solely between You and the applicable Third Party Application provider.
- 5.2. Third Party Applications and Your Services Data. If You install or enable a Third Party Application for use with the Services, You grant Us permission to allow the provider of that Third Party Application to access Your Services Data as required for the interoperation of that Third Party Application with the Services. We do not warrant or support Third Party Applications or other non-Coreexpand products or services. We are not responsible or liable for any disclosure, modification or deletion of Your Services Data resulting from access by a Third Party Application. We are not responsible or liable to You if You install, connect, enable, use or share any integration, feature, workflows, actions, or suggestions authored or made available by an entity other than Us, including You.

6. FEES AND PAYMENT FOR SERVICES

- 6.1. Fees. You will pay all fees specified in any Order Form. Except as otherwise specified herein or in an Order Form, (i) fees are based on the Services purchased and not actual usage, (ii) payment obligations are non-cancelable and fees paid are non-refundable, and (iii) quantities purchased cannot be decreased during the relevant Subscription Term. You will be responsible for any payments owed but not paid by any of Your Affiliates ordering Services hereunder.
- 6.2. Invoicing and Payment. All Subscription Fees must be paid by credit card or ACH. You will provide Us with valid and updated credit card information, or with ACH payment information for all Subscription Fees. You hereby (i) authorize Us to charge such credit card or ACH account for all Subscription Services listed in the Order Form for the initial Subscription Term and any renewal Subscription Term(s) as set forth in Section 12.2 (Term of Purchased Subscriptions), and (ii) shall ensure that the credit card or ACH information provided to Us is current and valid and promptly

update the information if the credit card expires. Credit Card and ACH charges shall be made in advance on the 1st business day of each month during the Subscription Term without invoicing, unless a different billing frequency is stated in the applicable Order Form. For payment of any fees other than Subscription Fees, or if the Order Form specifies that payment will be by a method other than a credit card or ACH, we will invoice You in advance and otherwise in accordance with the relevant Order Form. Unless otherwise stated in the Order Form, invoiced charges are due net thirty (30) days from the invoice date. You are responsible for providing complete and accurate billing and contact information to Us and notifying Us of any changes to such information.

- 6.3. **Overdue Charges.** If any undisputed invoiced amount is not received by Us by the due date or if any amount You have authorized Us to charge Your credit card or ACH as set forth in Section 6.2 above is declined, then without limiting Our rights or remedies, (a) those charges may accrue late interest at the rate of 1.5% of the outstanding balance per month, or the maximum rate permitted by law, whichever is lower, (b) We may condition future subscription renewals and Order Forms on payment terms shorter than those specified in Section 6.2 (Invoicing and Payment), and/or (c) We may require You to pay any collections or legal fees incurred by Us in order to collect payment of the corresponding undisputed invoiced amount.
- 6.4. **Suspension of Service and Acceleration.** If any amount owing by You under this or any other agreement for Our services is thirty (30) or more days overdue (or if payment is declined for amounts You have authorized Us to charge to Your credit card or ACH), We may, without limiting Our other rights and remedies, accelerate Your unpaid fee obligations under such agreements so that all such obligations become immediately due and payable, and Suspend until such amounts are paid in full. We will give You at least 10 days' prior notice, in accordance with Section 13.1 (Manner of Giving Notice), before Suspending pursuant to the foregoing.
- 6.5. **Payment Disputes.** If You dispute any invoiced amounts, You shall promptly provide Us with notice of the disputed amounts along with supporting documentation within 30 days of Your receipt of the invoice, and the parties both agree to cooperate diligently to resolve such dispute in good faith. We will not exercise Our rights under Section 6.3 (Overdue Charges) or 6.4 (Suspension of Service and Acceleration) above if You are disputing the applicable charges reasonably and in good faith and are cooperating diligently to resolve the dispute, provided that You shall remit payment for any undisputed amounts in a timely manner.
- 6.6. **Taxes.** Our fees do not include any taxes, levies, duties or similar governmental assessments of any nature, including, for example, value-added, sales, use or withholding taxes, assessable by any jurisdiction whatsoever (collectively, "Taxes"). You are responsible for paying all Taxes associated with Your purchases hereunder and if any deduction or withholding is required by applicable law, You shall notify Us and pay Us any additional amounts necessary to ensure that the net amount We receive, after any such deduction and withholding, equals the amount We would have received if no deduction or withholding had been required. For clarity, We are solely responsible for taxes assessable against Us based on Our income, property, and employees. You are solely responsible for all Taxes associated with sales and purchases made through the Site(s). If You are a seller on one or more Sites, You are solely responsible for determining the amount of all Taxes

due with respect to all goods or services sold on, over or pursuant to the Site(s), as well as the collection and remittance thereof to the appropriate authorities, regardless of whether a Tax calculation mechanism is provided on or otherwise incorporated into the Site(s), and We shall have no liability for any errors, omissions or other inaccuracies with respect to such calculations.

- 6.7. Future Functionality. You agree that Your purchases are not contingent on the delivery of any future functionality or features, or dependent on any oral or written public comments made by Us regarding future functionality or features.

7. PROPRIETARY RIGHTS AND LICENSES

- 7.1. Reservation of Rights. Subject to the limited rights expressly granted hereunder, We reserve all of Our rights, title, and interest in and to the Services, including without limitation, the Site, including all of Our intellectual property rights with respect thereto, and all intellectual property rights in and to any customizations created by Us pursuant to any SOW. You reserve all of Your rights, title and interest in Your Services Data, provided that We may use Your Services Data to create Generic Reports and as provided in Section 7.2 below. No rights are granted to You hereunder other than as expressly set forth herein.

- 7.2. Our Rights to Use Your Services Data. You grant Us and Our Affiliates the right to use Your Services Data and Content, in compliance with applicable law, in order to: (a) provide the Services in accordance with this Agreement and the Privacy Policy, (b) prevent or address service or technical problems, or (c) as may be required by law. We may also use Your Services Data in an aggregated, de-identified and generic manner, in compliance with applicable law, for marketing, survey purposes, setting benchmarks, feature suggestions, product analytics and new product features or services, Services utilization analyses and related purposes, provided that (i) it is used only for internal administrative purposes and general usage statistics; (ii) does not identify You or Your agents, representatives, customers or employees and is not attributable to such persons or entities in any way; and (iii) where Your Services Data is used in this manner to create publicly disclosed general usage statistics, such statistics are used to report only the total aggregate use among Our customers. Subject to the rights and licenses granted in this Agreement, We acquire no right, title, or interest from You under this Agreement in or to Your Services Data.

- 7.3. License by You to Use Feedback. You grant to Us and Our Affiliates a worldwide, perpetual, irrevocable, royalty-free license to use and incorporate into the Services any suggestion, enhancement request, recommendation, correction or other feedback provided by You or Users relating to the operation of the Services.

8. CONFIDENTIALITY

- 8.1. Definition of Confidential Information. “Confidential Information” means all information disclosed by a party (“Disclosing Party”) to the other party (“Receiving Party”), whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure. Our Confidential Information

includes the Services; and Confidential Information of each party includes the terms and conditions of this Agreement and all Order Forms (including pricing), as well as business and marketing plans, technology and technical information, product plans and designs, and business processes disclosed by such party. However, 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.

8.2. Protection of Confidential Information. The Receiving Party will use the same degree of care that it uses to protect the confidentiality of its own confidential information of like kind (but not less than reasonable care) (i) not to use any Confidential Information of the Disclosing Party for any purpose outside the scope of this Agreement, and (ii) except as otherwise authorized by the Disclosing Party in writing, disclose Confidential Information of the Disclosing Party only to those of its and its Affiliates' employees and contractors who need that access for purposes consistent with this Agreement and who have signed confidentiality agreements with the Receiving Party containing protections no less stringent than those herein. Neither party will disclose the terms of this Agreement or any Order Form to any third party other than its Affiliates, legal counsel and accountants without the other party's prior written consent, provided that a party that makes any such disclosure to its Affiliate, legal counsel or accountants will remain responsible for such Affiliate's, legal counsel's or accountant's compliance with this Section 8.2.

8.3. Compelled Disclosure. The Receiving Party may disclose Confidential Information of the Disclosing Party to the extent compelled by law or by the order of a court or similar judicial or administrative body to do so, provided the Receiving Party gives the Disclosing Party prior notice of the compelled disclosure (to the extent legally permitted) and reasonable assistance, at the Disclosing Party's cost, if the Disclosing Party wishes to contest the disclosure. If the Receiving Party is compelled by law to disclose the Disclosing Party's Confidential Information as part of a civil proceeding to which the Disclosing Party is a party, and the Disclosing Party is not contesting the disclosure, the Disclosing Party will reimburse the Receiving Party for its reasonable cost of compiling and providing secure access to that Confidential Information.

9. REPRESENTATIONS, WARRANTIES, EXCLUSIVE REMEDIES AND DISCLAIMERS

9.1. Representations. Each party represents that it has validly entered into this Agreement and has the legal power to do so.

9.2. Our Warranties. Subject to the limitations set forth in Section 2 (Free Trial) and Section 3.4 (Beta Services), We warrant that: (a) the Services will perform materially in accordance with the Specifications; and (b) We will provide the Professional Services, if applicable, in a professional and workmanlike manner. For any breach of the above warranties, Your exclusive remedy and Our

sole obligations are those described in Sections 12.3 (Termination) and 12.4 (Refund or Payment upon Termination).

- 9.3. Your Warranties. You represent and warrant to Us that You will comply with all laws and regulations applicable to Your use of the Services and Your use and provision of Content hereunder.
- 9.4. Disclaimers. EXCEPT AS EXPRESSLY PROVIDED HEREIN, WE MAKE NO WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, AND SPECIFICALLY DISCLAIM ALL IMPLIED WARRANTIES, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW. FREE TRIAL SERVICES AND BETA SERVICES ARE PROVIDED “AS IS,” EXCLUSIVE OF ANY WARRANTY WHATSOEVER. EACH PARTY DISCLAIMS ALL LIABILITY AND INDEMNIFICATION OBLIGATIONS FOR ANY HARM OR DAMAGES CAUSED BY ANY THIRD PARTY APPLICATIONS. YOU AGREE THAT YOU ARE SOLELY RESPONSIBLE FOR ALL GOODS AND SERVICES OFFERED AND/OR SOLD THROUGH THE SITE OR OTHERWISE THROUGH YOUR USE OF THE SERVICES AND WE SHALL HAVE NO LIABILITY WITH RESPECT THERETO.

10. MUTUAL INDEMNIFICATION

- 10.1. Indemnification by Us. We will defend You against any claim, demand, suit or proceeding made or brought against You by a third party alleging that the use of a Purchased Service in accordance with this Agreement infringes or misappropriates such third party’s intellectual property rights (a “Claim Against You”), 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 court-approved settlement of, a Claim Against You, provided You (a) promptly give Us written notice of the Claim Against You, (b) give Us sole control of the defense and settlement of the Claim Against You (except that We may not settle any Claim Against You unless it unconditionally releases You of all liability), and (c) give Us all reasonable assistance, at Our expense. If We receive information about an infringement or misappropriation claim related to a Service, We may in Our discretion and at no cost to You (i) modify the Service so that it no longer infringes or misappropriates, without breaching Our warranties under Section 9.2 (Our Warranties), (ii) obtain a license for Your continued use of that Service in accordance with this Agreement, or (iii) terminate Your subscriptions for that Service upon thirty (30) days’ written notice and refund You any prepaid fees covering the remainder of the term of the terminated subscriptions. The above defense and indemnification obligations do not apply to the extent a Claim Against You arises from: (A) a Third Party Application, (B) Your Services Data or Content, or (C) Your breach of this Agreement. This Section 10.1 states Our sole liability to You and Your exclusive remedy against Us for any type of claim described in this Section 10.1.
- 10.2. Indemnification by You. You will defend Us against any claim, demand, suit or proceeding made or brought against Us by a third party: (i) alleging that Your Services Data, Content, or Your use of any Service or Site(s) in breach of this Agreement, infringes or misappropriates such third party’s intellectual property rights or violates any third party privacy rights, (ii) arising out of or related to any Content you submit, post, transmit, or otherwise make available through the Services or

Site, and/or (iii) arising out of or related to any goods or services offered, purchased, paid for, or sold via the Site(s), including, without limitation, any Taxes with respect thereto (each, a “Claim Against Us”), and will indemnify Us from any damages, attorney fees and costs finally awarded against Us as a result of, or for any amounts paid by Us under a court-approved settlement of, a Claim Against Us, provided We (a) promptly give You written notice of the Claim Against Us, (b) give You sole control of the defense and settlement of the Claim Against Us (except that You may not settle any Claim Against Us unless it unconditionally releases Us of all liability), and (c) give You all reasonable assistance, at Your expense.

11. LIMITATION OF LIABILITY

- 11.1. **Limitation of Liability.** IN NO EVENT WILL OUR LIABILITY WITH RESPECT TO ANY SINGLE INCIDENT OR SERIES OF RELATED INCIDENTS ARISING OUT OF OR RELATED TO THIS AGREEMENT EXCEED THE AMOUNT PAID BY YOU HEREUNDER FOR THE SERVICES THAT ARE THE SUBJECT OF SUCH INCIDENT (IF APPLICABLE) IN THE 12 MONTHS PRECEDING THE INCIDENT OR SERIES OF RELATED INCIDENTS, PROVIDED THAT IN NO EVENT WILL OUR AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT EXCEED THE TOTAL AMOUNT PAID BY YOU HEREUNDER. THE ABOVE LIMITATIONS WILL APPLY WHETHER AN ACTION IS IN CONTRACT OR TORT AND REGARDLESS OF THE THEORY OF LIABILITY. HOWEVER, THE ABOVE LIMITATIONS WILL NOT LIMIT YOUR PAYMENT OBLIGATIONS UNDER SECTION 6 (FEES AND PAYMENT FOR SERVICES).
- 11.2. **Exclusion of Consequential and Related Damages.** IN NO EVENT WILL EITHER PARTY HAVE ANY LIABILITY TO THE OTHER PARTY FOR ANY LOST PROFITS, REVENUES OR INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, COVER OR PUNITIVE DAMAGES, WHETHER AN ACTION IS IN CONTRACT OR TORT AND REGARDLESS OF THE THEORY OF LIABILITY, EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING DISCLAIMER WILL NOT APPLY TO THE EXTENT PROHIBITED BY LAW.
- 11.3. **Collective Liability.** The provisions and limitations of this Section 11 will apply to You and all of Your Affiliates purchasing Services hereunder in the aggregate, meaning Our liability to You and/or one or more of Your Affiliates for an incident or series of related incidents, collectively, will be limited to the aggregate amount paid by You and Your Affiliates as set forth in this Section 11.

12. TERM AND TERMINATION

- 12.1. **Term of Agreement.** This Agreement commences on the date You first accept it and continues until all Subscription Terms hereunder have expired or have been terminated.
- 12.2. **Term of Purchased Subscriptions.** The Subscription Term shall be and shall renew as specified in the applicable Order Form. Subscriptions will automatically renew for additional periods equal to the expiring Subscription Term or one year (whichever is shorter), unless either party gives the other notice of non-renewal at least thirty (30) days before the end of the relevant Subscription Term. The pricing during any automatic renewal term, as described in the Order Form, will be the

same as that during the immediately prior term unless We have given You written notice of a pricing increase at least sixty (60) days before the end of that prior term, in which case the pricing increase will be effective upon renewal and thereafter.

- 12.3. Termination. A party may terminate this Agreement (i) thirty (30) days after providing written notice to the other party of a material breach of its obligations under this Agreement if such breach remains uncured at the expiration of such 30-day period, (ii) if the other party becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation or assignment for the benefit of creditors, or (iii) upon ten (10) days' written notice to the other party if the other party is in material breach of this Agreement more than two (2) times notwithstanding any cure of such breaches.
- 12.4. Refund or Payment upon Termination. If this Agreement is terminated by You in accordance with Section 12.3 (Termination), We will refund You any prepaid fees covering the remainder of the Subscription Term of all Order Forms after the effective date of termination. If this Agreement is terminated by Us in accordance with Section 12.3, You will pay any unpaid fees covering the remainder of the Subscription Term of all Order Forms. In no event will termination relieve You of Your obligation to pay any fees payable to Us for the period prior to the effective date of termination.
- 12.5. Your Services Data Portability and Deletion. After the effective date of termination or expiration of this Agreement, We will have no obligation to maintain or provide Your Services Data, and may, in Our sole discretion, delete or destroy all copies of Your Services Data in Our systems or otherwise in Our possession or control, unless legally prohibited.
- 12.6. Surviving Provisions. The Sections titled "Fees and Payment for Services," "Proprietary Rights and Licenses," "Confidentiality," "Disclaimers," "Mutual Indemnification," "Limitation of Liability," "Refund or Payment upon Termination," "Your Services Data Portability and Deletion," "Notices, Governing Law and Jurisdiction," and "General Provisions" will survive any termination or expiration of this Agreement.

13. NOTICES, GOVERNING LAW AND JURISDICTION

- 13.1. Manner of Giving Notice. All notices, permissions, and approvals hereunder shall be in writing and shall be deemed to have been given upon: (i) personal delivery, (ii) the second business day after mailing, (iii) the second business day after sending by confirmed facsimile, or (iv) the first business day after sending by email (provided email shall not be sufficient for notices of termination or an indemnifiable claim). Notices to Us shall be addressed to: Coreexpand, LLC, 6595 Roswell Road, Suite G-6026, Atlanta, GA 30328, Attn: Legal, with a copy to: Email: legal@coreexpand.com. Billing-related notices to You shall be addressed to the relevant billing contact designated by You. All other notices to You shall be addressed to the relevant Services system administrator designated by You, in writing, by like notice.

- 13.2. Agreement to Governing Law and Jurisdiction. Each party agrees that this Agreement is governed by and shall be construed in accordance with the laws of the State of Georgia, in all respects, without regard to choice or conflicts of law rules, and that all disputes arising out of or relating to this Agreement are limited to the exclusive jurisdiction and venue of the state and federal courts located within the State of Georgia. Each party hereby consents to and waives any objections with respect to such jurisdiction and venue.

14. GENERAL PROVISIONS

- 14.1. Export Compliance. The Services, other technology We make available, and derivatives thereof may be subject to export laws and regulations of the United States and other jurisdictions. Each party represents that it is not named on any U.S. government denied-party list. You shall not permit Users to access or use any Service in a U.S.-embargoed country or in violation of any U.S. export law or regulation.
- 14.2. Entire Agreement and Order of Precedence. This Agreement, including any Order Forms and SOWs, is the entire agreement between You and Us regarding Your use of Services and Site and supersedes all prior and contemporaneous agreements, proposals or representations, written or oral, concerning its subject matter. No waiver of any provision of this Agreement will be effective unless in writing and signed by the party against whom the waiver is to be asserted. No modification or amendment of any provision of an Order Form will be effective unless in writing and signed by the party against whom the waiver is to be asserted. The parties agree that any term or condition stated in Your purchase order or in any other vendor procurement or similar documentation (excluding Order Forms) is void. In the event of any conflict or inconsistency among the following documents, the order of precedence shall be: (1) the applicable Order Form, (2) this Agreement, and (3) the applicable SOW.
- 14.3. Assignment. Neither party may assign any of its rights or obligations hereunder, whether by operation of law or otherwise, without the other party's prior written consent (not to be unreasonably withheld); provided, however, We may assign this Agreement in its entirety (including all Order Forms), without Your consent to an Affiliate or in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of Our equity securities or assets in the relevant product line or division. Notwithstanding the foregoing, if We are acquired by, sell substantially all of Our assets to, or undergo a change of control in favor of, a direct competitor of Yours, then You may terminate this Agreement upon written notice.
- 14.4. Relationship of the Parties. The parties are independent contractors. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary, or employment relationship between the parties.
- 14.5. Third-Party Beneficiaries. Our licensors shall have the benefit of Our rights and protections hereunder with respect to the applicable content. There are no other third-party beneficiaries under this Agreement.

- 14.6. Waiver. No failure or delay by either party in exercising any right under this Agreement will constitute a waiver of that right.
- 14.7. Severability. If any provision of this Agreement is held by a court of competent jurisdiction to be contrary to law, the provision will be deemed null and void, and the remaining provisions of this Agreement will remain in effect.
- 14.8. Equitable Relief. Nothing in this Agreement will limit either party's ability to seek equitable relief.
- 14.9. Force Majeure. Except for payment obligations, neither party will be liable for inadequate performance to the extent caused by a condition (for example, natural disaster, an act of war or terrorism, riot, labor condition, governmental action, epidemic or pandemic, and Internet disturbance) that was beyond the party's reasonable control.
- 14.10. Jury Trial Waiver. EACH PARTY HEREBY WAIVES ITS RIGHTS TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING OUT OF THIS AGREEMENT OR THE SUBJECT MATTER HEREOF. THE SCOPE OF THIS WAIVER IS INTENDED TO BE ALL-ENCOMPASSING OF ANY AND ALL DISPUTES THAT MAY BE FILED IN ANY COURT AND THAT RELATE TO THE SUBJECT MATTER OF THIS TRANSACTION, INCLUDING, WITHOUT LIMITATION, CONTRACT CLAIMS, TORT CLAIMS (INCLUDING NEGLIGENCE), BREACH OF DUTY CLAIMS, AND ALL OTHER COMMON LAW AND STATUTORY CLAIMS. THIS SECTION HAS BEEN FULLY DISCUSSED BY EACH OF THE PARTIES HERETO AND THESE PROVISIONS WILL NOT BE SUBJECT TO ANY EXCEPTIONS. EACH PARTY HERETO HEREBY FURTHER WARRANTS AND REPRESENTS THAT SUCH PARTY HAS REVIEWED THIS WAIVER WITH ITS LEGAL COUNSEL, AND THAT SUCH PARTY KNOWINGLY AND VOLUNTARILY WAIVES ITS JURY TRIAL RIGHTS FOLLOWING CONSULTATION WITH LEGAL COUNSEL.
- 14.11. California Consumer Privacy Act. Except as expressly set forth in the Agreement, We shall not (a) have, derive or exercise any rights or benefits regarding Your Personal Information, (b) Sell Your Personal Information, or (c) collect, retain, share or use Your Personal Information except as necessary for the sole purpose of performing the Services. We agree to refrain from taking any action that would cause any transfers of Your Personal Information, either to Us or from Us, to qualify as a Sale of Personal Information under the CCPA. We understand and will comply with the restrictions set forth in this Section and the applicable requirements of the CCPA. For the purposes of this Section, We are a Service Provider and the terms "Personal Information", "Sell", "Sale", and "Service Provider" shall have the same meaning as in the CCPA.