

PBS/PBT TERMS OF SERVICE and USE AGREEMENT

Review these Terms ("Agreement") thoroughly. This Agreement is a legal agreement between Client and Prosite Business Solutions, LLC. By using the Services, you agree to these terms. If you do not agree to this Agreement, then you may not use the Services/Software.

This Agreement is effective when Client's ProBusinessTools.com account is created. If Client terminates this Agreement amounts due for use of the Services actually rendered prior to the termination of this Agreement shall be immediately due and payable by Client.

1. Billing and Payment

- a. If Client signs up to process credit cards and/or checks via ProBusinessTools, Client must choose from gateways already set up in ProBusinessTools and Client also agrees to pay a 0.25 per transaction fee.
- b. Invoice payment terms: net 15. Interest accrued at 1.5% per day thereafter until payment received.
- c. Returned check fee will be maximum allowed by law and will be added to amount due.

2. Termination

- a. If a Party fails to perform or observe any material term or condition of this Agreement and the failure continues un-remedied for seven (7) days after receipt of written notice, (1) the other Party may terminate this agreement, or (2) where the failure is a nonpayment by Client of any charge when due, Prosite, may, at its option, terminate or suspend Services with or without any notice.
- b. If a Party fails to perform or observe any material term or condition of this Agreement and the failure continues un-remedied for thirty (30) days after receipt of written notice, the other Party may terminate this agreement; provided, however, that where the breach is the failure of payment by Customer of any charge when due, Prosite, may, at its option, terminate or suspend Services if Customer does not cure said breach within seven (7) days following notice to Customer of the delinquency.
- c. This Agreement may be terminated immediately upon written notice by either Party if the other Party becomes insolvent or involved in a liquidation or termination of business, files a bankruptcy petition, has an involuntary bankruptcy petition filed against it (if not dismissed within thirty days of filing), becomes adjudicated bankrupt, or becomes involved in an assignment for the benefit of its creditors.
- d. Customer shall be responsible for payment of all charges under a terminated Agreement incurred as of the effective date of termination.

GENERAL TERMS

1. AGREEMENT

This Agreement describes the terms governing your use of the Prosite Business Solutions, LLC online services provided to you on this website, including content, updates and new releases, (collectively, the "Services"). It includes by reference:

- Prosite Business Solutions, LLC's Privacy Statement provided to you in the Services available on the website or provided to you otherwise.
- Additional Terms and Conditions, which may include those from third parties.
- Any terms provided separately to you for the Services, including product or program terms, ordering, activation, payment terms, etc.

2. YOUR RIGHTS TO USE THE SERVICES

2.1 The Services are protected by copyright, trade secret, and other intellectual property laws. You are only granted the right to use the Services and only for the purposes described by Prosite Business Solutions, LLC. Prosite Business Solutions, LLC reserves all other rights in the Services. Until termination of this Agreement and as long as you meet any applicable payment obligations and comply with this Agreement, Prosite

Business Solutions, LLC grants to you a personal, limited, nonexclusive, nontransferable right and license to use the Services.

2.2 You agree not to use, nor permit any third party to use or integrate into, the Services or content in a manner that violates any applicable law, regulation or this Agreement. You agree you will not:

- Provide access to, integrate or give any part of the Services to any third party.
- Reproduce, modify, copy, deconstruct, sell, trade or resell the Services.
- Make the Services available on any file-sharing or application hosting service.

2.3 Licensee will not reverse engineer, decompile, disassemble or otherwise attempt to derive the source code, techniques, processes, algorithms, know-how or other information from the binary code portions of the Software (collectively, "Reverse Engineering") or permit or induce the foregoing.

3. PAYMENT. For Services offered on a payment or subscription basis, the following terms apply for the Services, unless Prosite Business Solutions, LLC or its third party affiliate notifies you otherwise in writing. This Agreement also incorporates by reference and includes program ordering and payment terms provided to you on the website for the Services:

- a. Payments will be billed to you in U.S. dollars, and your account will be debited when you subscribe and provide your payment information, unless stated otherwise in the program ordering or payment terms on the website for the Services.
- b. You must pay with one of the following:
 1. A valid credit or debit card acceptable to Prosite Business Solutions, LLC;
 2. Sufficient funds in a checking account to cover the payment due;or
 3. By another payment option Prosite Business Solutions, LLC provides to you in writing.
- c. If your payment and registration information is not accurate, current, and complete and you do not notify us promptly when such information changes, we may suspend or terminate your account and refuse your use of the Services.
- d. If you do not notify us of updates to your payment method (e.g., credit card expiration date), to avoid interruption of your service, we may participate in programs supported by your card provider (e.g., updater services, recurring billing programs, etc.) to try to update your payment information, and you authorize us to continue billing your account with the updated information that we obtain.
- e. Prosite Business Solutions, LLC will automatically renew your monthly, quarterly, or annual Services at the then-current rates, unless the Services are cancelled or terminated under this Agreement.
- f. Additional cancellation or renewal terms may be provided to you on the website for the Services.

3. USE WITH YOUR MOBILE DEVICE

Use of these Services may be available through a compatible mobile device, the Internet, and may require software. You agree that you are solely responsible for these requirements, including any applicable changes, updates and fees as well as the terms of your agreement with your mobile device and telecommunications provider.

PROSITE BUSINESS SOLUTIONS, LLC MAKES NO WARRANTIES OR REPRESENTATIONS OF ANY KIND, EXPRESS, STATUTORY OR IMPLIED AS TO:

- i. THE AVAILABILITY OF TELECOMMUNICATION SERVICES FROM YOUR PROVIDER AND ACCESS TO THE SERVICES AT ANY TIME OR FROM ANY LOCATION;
- ii. ANY LOSS, DAMAGE, OR OTHER SECURITY INTRUSION OF THE TELECOMMUNICATION SERVICES; AND
- iii. ANY DISCLOSURE OF INFORMATION TO THIRD PARTIES OR FAILURE TO TRANSMIT ANY DATA, COMMUNICATIONS OR SETTINGS CONNECTED WITH THE SERVICES.

4. YOUR PERSONAL INFORMATION. You can view Prosite Business Solutions, LLC's Privacy Statement provided with the Services and on the website for the Services. You agree to the applicable Prosite Business Solutions, LLC Privacy Statement, and any changes published by Prosite Business Solutions, LLC. You agree that Prosite Business Solutions, LLC may use and maintain your data according to the Prosite Business Solutions, LLC Privacy Statement, as part of the Services. You give Prosite Business Solutions, LLC permission to combine identifiable and non-identifiable information you enter or upload to the Services with that of other users of

the Services and/or other Prosite Business Solutions, LLC services. For example, this means that Prosite Business Solutions, LLC may use your and other users' non-identifiable, aggregated data to improve the Services or to design promotions and provide ways for you to compare business practices with other users. Prosite Business Solutions, LLC is a global company and may access or store personal information in multiple countries, including countries outside of your own country to the extent permitted by applicable law.

5. **CONTENT**

5.1. **You are responsible for your content.** You are responsible for all materials, data, and personal information ("Content") uploaded, posted or stored through your use of the Services. You grant Prosite Business Solutions, LLC a worldwide, royalty-free, non-exclusive license to host and use any Content provided through your use of the Services. Archive your Content frequently. You are responsible for any lost or unrecoverable Content. You must provide all required and appropriate warnings, information and disclosures. Prosite Business Solutions, LLC is not responsible for the Content or data you submit through the Services. You agree not to use, nor permit any third party to use, the Services to upload, post, distribute, link to, publish, reproduce, engage in or transmit any of the following, including but not limited to:

- a. Illegal, fraudulent, defamatory, obscene, pornographic, profane, threatening, abusive, hateful, harassing, offensive, inappropriate or objectionable information or communications of any kind, including without limitation conduct that would encourage "flaming" others, or criminal or civil liability under any local, state, federal or foreign law;
- b. Content that would impersonate someone else or falsely represent your identity or qualifications, or that constitutes a breach of any individual's privacy;
- c. Except as permitted by Prosite Business Solutions, LLC in writing, investment opportunities, solicitations, chain letters, pyramid schemes, other unsolicited commercial communication or engage in spamming or flooding;
- d. Virus, trojan horse, worm or other disruptive or harmful software or data; and
- e. Any information, software or Content which is not legally yours and without permission from the copyright owner or intellectual property rights owner.

5.2. **Community forums.** The Services may include a community forum or other social features to exchange Content and information with other users of the Services and the public ("Community Forum"). Prosite Business Solutions, LLC does not support and is not responsible for the content in these Community Forums. Please use respect when you interact with other users in a Community Forum. Do not reveal confidential or other information that you do not want to make public. Users may post hypertext links to content of third parties for which Prosite Business Solutions, LLC is not responsible.

5.3. **Prosite Business Solutions, LLC may freely use feedback you provide.** You agree that Prosite Business Solutions, LLC may use your feedback, suggestions, or ideas in any way, including in future modifications of the Services, other products or services, advertising or marketing materials. You grant Prosite Business Solutions, LLC a perpetual, worldwide, fully transferable, sub licensable, non-revocable, fully paid-up, royalty free license to use the feedback you provide to Prosite Business Solutions, LLC in any way.

5.4. **Prosite Business Solutions, LLC may monitor your Content.** Prosite Business Solutions, LLC may, but has no obligation to, monitor content on the Services. We may disclose any information necessary to satisfy our legal obligations, protect Prosite Business Solutions, LLC or its customers, or operate the Services properly. Prosite Business Solutions, LLC, in its sole discretion, may refuse to post, remove, or refuse to remove, any Content, in whole or in part, alleged to be unacceptable, undesirable, inappropriate, or in violation of this Agreement.

6. **ADDITIONAL TERMS**

6.1. **Prosite Business Solutions, LLC does not give professional advice.** Unless specifically included with the Services, Prosite Business Solutions, LLC is not in the business of providing legal, financial, accounting, tax, health care, real estate or other professional services or advice. Consult the services of a competent professional when you need this type of assistance.

- 6.2. **We may tell you about other Prosite Business Solutions, LLC services.** You may be offered other services, products, or promotions by Prosite Business Solutions, LLC ("Prosite Business Solutions, LLC Services"). Additional terms and conditions and fees may apply. With some Prosite Business Solutions, LLC Services you may upload or enter data from your account(s) such as names, addresses and phone numbers, purchases, etc., to the Internet. You grant Prosite Business Solutions, LLC permission to use information about your business and experience to help us to provide the Prosite Business Solutions, LLC Services to you and to enhance the Services. You grant Prosite Business Solutions, LLC permission to combine your business data, if any, with that of others in a way that does not identify you or any individual personally. You also grant Prosite Business Solutions, LLC permission to share or publish summary results relating to research data and to distribute or license such data to third parties.
- 6.3. **Communications.** Prosite Business Solutions, LLC may be required by law to send you communications about the Services or third party products. You agree that Prosite Business Solutions, LLC may send these communications to you via email or by posting them on our websites.
- 6.4. **You will manage your passwords and accept updates.** You are responsible for securely managing your password(s) for the Services and to contact Prosite Business Solutions, LLC if you become aware of any unauthorized access to your account. The Services may periodically be updated with tools, utilities, improvements, third party applications, or general updates to improve the Services. You agree to receive these updates.

7. **DISCLAIMER OF WARRANTIES**

- 7.1. YOUR USE OF THE SERVICES, SOFTWARE, AND CONTENT IS ENTIRELY AT YOUR OWN RISK. EXCEPT AS DESCRIBED IN THIS AGREEMENT, THE SERVICES ARE PROVIDED "AS IS." TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, PROSITE BUSINESS SOLUTIONS, LLC, ITS AFFILIATES, AND ITS THIRD PARTY PROVIDERS, LICENSORS, DISTRIBUTORS OR SUPPLIERS (COLLECTIVELY, "SUPPLIERS") DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY THAT THE SERVICES ARE FIT FOR A PARTICULAR PURPOSE, TITLE, MERCHANTABILITY, DATA LOSS, NON-INTERFERENCE WITH OR NON-INFRINGEMENT OF ANY INTELLECTUAL PROPERTY RIGHTS, OR THE ACCURACY, RELIABILITY, QUALITY OR CONTENT IN OR LINKED TO THE SERVICES. PROSITE BUSINESS SOLUTIONS, LLC AND ITS AFFILIATES AND SUPPLIERS DO NOT WARRANT THAT THE SERVICES ARE SECURE, FREE FROM BUGS, VIRUSES, INTERRUPTION, ERRORS, THEFT OR DESTRUCTION. IF THE EXCLUSIONS FOR IMPLIED WARRANTIES DO NOT APPLY TO YOU, ANY IMPLIED WARRANTIES ARE LIMITED TO 60 DAYS FROM THE DATE OF PURCHASE OR DELIVERY OF THE SERVICES, WHICHEVER IS SOONER.
- 7.2. PROSITE BUSINESS SOLUTIONS, LLC, ITS AFFILIATES AND SUPPLIERS DISCLAIM ANY REPRESENTATIONS OR WARRANTIES THAT YOUR USE OF THE SERVICES WILL SATISFY OR ENSURE COMPLIANCE WITH ANY LEGAL OBLIGATIONS OR LAWS OR REGULATIONS.

8. **LIMITATION OF LIABILITY AND INDEMNITY** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE ENTIRE LIABILITY OF PROSITE BUSINESS SOLUTIONS, LLC, ITS AFFILIATES AND SUPPLIERS FOR ALL CLAIMS RELATING TO THIS AGREEMENT SHALL BE LIMITED TO THE AMOUNT YOU PAID FOR THE SERVICES DURING THE TWELVE (12) MONTHS PRIOR TO SUCH CLAIM. SUBJECT TO APPLICABLE LAW, PROSITE BUSINESS SOLUTIONS, LLC, ITS AFFILIATES AND SUPPLIERS ARE NOT LIABLE FOR ANY OF THE FOLLOWING: (A) INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES; (B) DAMAGES RELATING TO FAILURES OF TELECOMMUNICATIONS, THE INTERNET, ELECTRONIC COMMUNICATIONS, CORRUPTION, SECURITY, LOSS OR THEFT OF DATA, VIRUSES, SPYWARE, LOSS OF BUSINESS, REVENUE, PROFITS OR INVESTMENT, OR USE OF SOFTWARE OR HARDWARE THAT DOES NOT MEET PROSITE BUSINESS SOLUTIONS, LLC SYSTEMS REQUIREMENTS. THE ABOVE LIMITATIONS APPLY EVEN IF PROSITE BUSINESS SOLUTIONS, LLC AND ITS AFFILIATES AND SUPPLIERS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THIS AGREEMENT SETS FORTH THE ENTIRE LIABILITY OF PROSITE BUSINESS SOLUTIONS, LLC, ITS AFFILIATES AND YOUR EXCLUSIVE REMEDY WITH RESPECT TO THE SERVICES AND ITS USE.

You agree to indemnify and hold Prosite Business Solutions, LLC and its affiliates and Suppliers harmless from any and all claims, liability and expenses, including reasonable attorneys' fees and costs, arising out of your use of the Services or breach of this Agreement (collectively referred to as "Claims"). Prosite Business

Solutions, LLC reserves the right, in its sole discretion and at its own expense, to assume the exclusive defense and control of any Claims. You agree to reasonably cooperate as requested by Prosite Business Solutions, LLC in the defense of any Claims.

9. **CHANGES** We reserve the right to change this Agreement at any time, and the changes will be effective when posted through the Services, on our website for the Services or when we notify you by other means. We may also change or discontinue the Services, in whole or in part. Your continued use of the Services indicates your agreement to the changes.
10. **TERMINATION** Prosite Business Solutions, LLC may immediately, in its sole discretion and without notice terminate this Agreement or suspend the Services if you fail to comply with this Agreement or if you no longer agree to receive electronic communications. Upon termination you must immediately stop using the Services and any outstanding payments will become due. Any termination of this Agreement shall not affect Prosite Business Solutions, LLC's rights to any payments due to it. Prosite Business Solutions, LLC may terminate a free account at any time. Sections 2.2, 3 through 15 will survive and remain in effect even if the Agreement is terminated.
11. **EXPORT RESTRICTIONS** You acknowledge that the Services, including the mobile application, and the underlying software may include U.S. technical data subject to restrictions under export control laws and regulations administered by the United States government. You agree that you will comply with these laws and regulations, and will not export or re-export any part of the Services, in violation of these laws and regulations, directly or indirectly.
12. **GOVERNING LAW.** West Virginia state law governs this Agreement without regard to its conflicts of law's provisions.
13. **DISPUTES** ANY DISPUTE OR CLAIM RELATING IN ANY WAY TO THE SERVICES OR THIS AGREEMENT WILL BE RESOLVED BY BINDING ARBITRATION, RATHER THAN IN COURT, except that you may assert claims in small claims court if your claims qualify. The Federal Arbitration Act governs the interpretation and enforcement of this provision; the arbitrator shall apply West Virginia law to all other matters. Notwithstanding anything to the contrary, any party to the arbitration may at any time seek injunctions or other forms of equitable relief from any court of competent jurisdiction. WE EACH AGREE THAT ANY AND ALL DISPUTES MUST BE BROUGHT IN THE PARTIES' INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. BY ENTERING INTO THIS AGREEMENT AND AGREEING TO ARBITRATION, YOU AGREE THAT YOU AND PROSITE BUSINESS SOLUTIONS, LLC ARE EACH WAIVING THE RIGHT TO FILE A LAWSUIT AND THE RIGHT TO A TRIAL BY JURY. IN ADDITION, YOU AGREE TO WAIVE THE RIGHT TO PARTICIPATE IN A CLASS ACTION OR LITIGATE ON A CLASS-WIDE BASIS. YOU AGREE THAT YOU HAVE EXPRESSLY AND KNOWINGLY WAIVED THESE RIGHTS.
You may choose to have the arbitration conducted by telephone, based on written submissions, or in person in the county where you live or at another mutually agreed location. The decision of the arbitrator shall be final and not appealable, and judgment on the arbitration award may be entered in any court having jurisdiction thereof. This Section 14 shall survive expiration, termination or rescission of this Agreement.
14. **GENERAL** This Agreement, including the Additional Terms below, is the entire agreement between you and Prosite Business Solutions, LLC and replaces all prior understandings, communications and agreements, oral or written, regarding its subject matter. If any court of law, having the jurisdiction, rules that any part of this Agreement is invalid, that section will be removed without affecting the remainder of the Agreement. The remaining terms will be valid and enforceable. The United Nations Convention on Contracts for the International Sale of Goods does not apply to this Agreement. You cannot assign or transfer ownership of this Agreement to anyone without written approval of Prosite Business Solutions, LLC. However, Prosite Business Solutions, LLC may assign or transfer it without your consent to (a) an affiliate, (b) a company through a sale of assets by Prosite Business Solutions, LLC or (c) a successor by merger. Any assignment in violation of this Section shall be void. If you want to request a transfer of this Agreement, contact Prosite Business Solutions, LLC via an email to: support@Prositeone.com.

Your use of the following Services provided by Prosite Business Solutions, LLC are subject to the General Terms of Service above and these Additional Terms and Conditions. These Additional Terms and Conditions will prevail over any conflict or inconsistency with the General Terms of Service.

If you are entering into this Agreement on behalf of a company or other legal entity, you represent that you have the authority to bind such entity and its affiliates to these terms and conditions as its authorized representative, in which case the terms “you” or “your” will refer to such entity and its affiliates as well as you. If the legal entity that you represent does not agree with these terms and conditions, you must not accept this Agreement, register, and use or access the Services as an authorized representative.

1. **SERVICES.** Each of the following products and services are referred to in this Agreement as a “Service” and together as the “Services”:
 - 1.1. **ProBusinessTools.** ProBusinessTools (“PBT”) is an online solution for businesses to perform business, dispatch, scheduling tasks through an online account (each a “PBT Account”). Each PBT Account may only be used to support one business.
 - 1.2. **Modification to Services.** We have the right, in our sole discretion, to revise, update, or otherwise modify the Services or alter your access to the Services; and for material changes, to the extent reasonably possible, we will provide you with notice either posted on the website hosting the Services. Note that we may modify the amount of storage space you have through the Services and the number of times (and the maximum duration for which) you may access the Services in a given period of time. In the event we need to maintain the security of the system or comply with any laws or regulations, we reserve the right to modify the Services immediately, and to provide the Administrator with electronic or written notice within thirty (30) days after any material modifications. You may reject any changes to the Services by discontinuing use of the Services to which such changes relate. Your continued use of the Services will constitute your acceptance of and agreement to such changes.
2. **USERS.**
 - 2.1. **Types of Users.** The Services allow the following types of access and user rights: When you initially register for and create an account for a Service, you are, or a party that you authorize is, the administrator (“Administrator”). Administrators may authorize additional individuals to access the Services through the same account (“Additional Users”). The number of Additional Users may be limited based upon the subscription you purchase. Additional Users may include, for example, your employees, accountant, staff, technicians, contractors, agents, and clients. You may be referred to in this Agreement as “you”, “your”, or “User”, or you may be referred to specifically in your applicable role as an Additional User or an Administrator. All Users will be required to accept this Agreement before accessing the Services. As any User of the Services, unless otherwise explicitly stated in this Agreement, all of these terms apply to you each time you access the Services. Users accounts that are not archived, accrue monthly fee whether the User logs into ProBusinessTools.com app or mobile app. If User is not archived for any period of a billing cycle fee will incur.
 - 2.2. **For Administrators.** As an Administrator, the following applies to you: Only Administrators may designate another individual as a replacement Administrator. You agree that Additional Users are Prosite Business Solutions, LLC customers, but that you are responsible for your Additional Users’ access to the Services. Depending on the types of access rights you grant to Additional Users, Additional Users may be able to delete, copy, or view the Content and data accessible in your account and add charges to the subscription. As Administrator, you are responsible for the access to the Services you grant to Additional Users. If you choose to close or terminate your access to a Service, Additional Users will no longer be able to access such Service or any of the Content within such Service. You agree to provide sufficient notice to Additional Users of your desire to terminate access to the Services before taking such actions. A violation of any terms of this Agreement by an Additional User may result in the termination of an Administrator's or any Additional User's access to the Services.
 - 2.3. **For Additional Users.** As an Additional User, the following applies to you: When you register to access an account for which you are not an Administrator, you understand that you are accessing the Service as an Additional User and you may not have the same level of access or the same rights as an Administrator.

Depending on the types of rights you are granted by the Administrator, you may be able to delete, copy, or view other User's Content and data. Please make sure that you have an agreement with the Administrator about your role and rights. If an Administrator chooses to close or terminate access to a Service, Additional Users will no longer be able to access such Service or any of the Content within such Service. As an Additional User, you understand that if you violate this Agreement, your access to our Services may be terminated, and we retain the right to also terminate access for any other Users of the same account.

3. **SUBSCRIPTION.**

3.1. **Payment for Services.** The Services are licensed on a monthly or yearly subscription basis to the User that signed agreement for the Service. Please review all of the details of the subscription that you purchase; some subscriptions provide access to one Service and others provide access to more than one Service. If any amount payable by you is dishonored or returned for any reason, such as, but not limited to, non-sufficient funds, account closed, inability to locate account, or reversal by you and/or your bank, Prosite Business Solutions, LLC may: a) reverse any corresponding credit issued to Prosite Business Solutions, LLC, you, or any other party without liability to you or any other party, (b) apply any money currently held by Prosite Business Solutions, LLC to any amount owed to Prosite Business Solutions, LLC by you, (c) initiate another debit in substitution for the dishonored debit until the debit is honored and to initiate separate debits to cover any NSF fee or dishonored payment fees, (d) charge you a one-time insufficient funds penalty fee for each occurrence, (e) report this information to any and all credit agencies and/or financial institutions, and/or (f) immediately terminate this Agreement. Prosite Business Solutions, LLC may assess and collect interest at the rate of one and one-half percent (1.5%) per month (18% per annum) on any amounts owing and unpaid ten (10) days after demand. If further collection attempts are required, all collections costs will be charged to you, including but not limited to any costs associated with termination of this Agreement, and attorney fees, where permitted by law.

3.2. **Subscription Cancellation.** The Administrator may notify us if he or she wants to cancel the subscription prior the beginning of the new subscription period. In the event that Prosite Business Solutions, LLC is unable to charge a User's chosen payment method in accordance with this Agreement, we may terminate this Agreement and access to the Services immediately, without notice. If you stop using the Services, Prosite Business Solutions, LLC has fulfilled your subscription term. Fees for the Services are not eligible for any proration of unused subscriptions or refunds, even if access to the Services is cancelled or terminated. After your access to the Services is terminated, you may no longer have access to any of the data or Content in the Services. We suggest you retain your own copies of any data or Content that you may need as Prosite Business Solutions, LLC is not responsible for providing you with access to your Content or the Services after any cancellation or termination of this Agreement.

4. **ACCOUNT FEATURES.**

4.1. **Beta Features.** From time to time, we may include new or updated beta features in the Services ("Beta Features"). Beta Features may have associated fees, which will be disclosed to you at the time you choose to use the Beta Features. We understand that your use of any Beta Feature is voluntary. You understand that once you use a Beta Feature, you may be unable to revert back to a prior non-beta version of the same or similar feature. Additionally, if such reversion is possible, you may not be able to return or restore data created within the Beta Feature back to the prior non-beta version. The Beta Features are provided on an "as is" basis and may contain errors or inaccuracies that could cause failures, corruption or loss of data and information from any connected device. You acknowledge and agree that all use of any Beta Feature is at your sole risk.

5. **DATA.**

5.1. **Personal Data.** If you are providing data to us that is not personal to you, you agree that you have either provided the owner of such personal data notice or received permission from the owner of such personal data, as required by applicable law, for us to: (a) use or disclose the data in accordance with our Privacy Policy, (b) move the data outside of the country of residence of such owner of the personal data, if applicable, (c) provide the data to Third Party Products that you approve, and (d) otherwise use and

disclose the data in accordance with this Agreement. You acknowledge and agree that Prosite Business Solutions, LLC may provide data in your account to any Additional Users to which that data is applicable or personal to.

- 5.2. **Telephone numbers.** You may provide us with your telephone number as part of your customer record or registration or via other methods. You agree to receive texts from Prosite Business Solutions, LLC. In addition, you agree that Prosite Business Solutions, LLC may send automated text messages and pre-recorded voice messages to the telephone number you provide for other limited purposes, including: providing you with important critical notices regarding your use of the Services, or fulfilling a request made by you through the Services.

OTHER PRODUCTS AND SERVICES

1. **Prosite Approved Third Party Products.** By using these Services, you agree that we may market to you or offer you access to products or services from third parties ("**Third Party Products**"). If you decide to use or access any Third Party Products, you agree that you are solely responsible for your relationship with the provider of the product. Prosite Business Solutions, LLC is not affiliated with Third Party Products and does not endorse or recommend any Third Party Products. You agree that the providers of the Third Party Products, and not Prosite Business Solutions, LLC, are solely responsible for their own actions or inactions. Prosite Business Solutions, LLC is not liable for any damages, claims or liabilities arising out of or related to any Third Party Products. You agree that you will (a) review and comply with all Third Party Product terms and conditions, and (b) not use the Third Party Product in any manner that would infringe or violate the rights of Prosite Business Solutions, LLC or any other party or in furtherance of criminal, fraudulent or other unlawful activity.
2. Prosite may grant access to a Third Party, If approved separate agreement will be provided prior to any link being created. Third Party agreement would need to be in place prior access being granted. Granted access may change Client billing structure and Client must agree to new cost structure prior to using Third Party. Prosite reserves the right to terminate any access to or with any Third Party Products immediately, without notice.
3. **Data Transfer Service.**
 - 3.1. We may provide you with the opportunity to transfer your data and Content from the Services to certain supported online Third Party Products or other online Prosite Business Solutions, LLC services (the "**Ancillary Services**") that you sign up for or use in connection with the Services (the "**Data Transfer Service**"). You may need to be an active subscriber of the Third Party Product or Ancillary Services to use the Data Transfer Service. In order to access a Third Party Product or an Ancillary Service on your behalf to provide the Data Transfer Service, you may need to provide us with your account number, password, security questions and answers, and any other necessary log in information from time to time ("**Login Details**"). We will maintain your Login Details in encrypted form, and will only use them in connection with the Data Transfer Service or otherwise at your direction. You hereby represent that you have the authority to provide the Login Details to Prosite Business Solutions, LLC and you expressly appoint Prosite Business Solutions, LLC as your, or the third party who owns the Login Details', agent with limited power of attorney to access any Third Party Products or Ancillary Services on your behalf. With respect to each Data Transfer Service, you grant Prosite Business Solutions, LLC the right to transfer data to the Third Party Product or Ancillary Service, and to reformat and manipulate the data as reasonably necessary for the data to function with such product or service. After the transfer occurs, the original data and Content will remain in the Services unless we disclose to you otherwise.
 - 3.2. You agree that you will (a) review and comply with all Third Party Product or Ancillary Service terms and conditions before you access the Data Transfer Service, and (b) not use the Data Transfer Service in any manner that would infringe or violate the rights of Prosite Business Solutions, LLC or any other party, or in furtherance of criminal, fraudulent or other unlawful activity. Depending on the Third Party Product or

Ancillary Service you choose, you further agree and acknowledge that your data, including your financial or personal information, may be transferred through the Data Transfer Service to another country where security and privacy controls may not be adequate for data protection. We do not guarantee that you will be able to use the Data Transfer Service with any specific products or services. You will only have access to the Data Transfer Services during the period for which you have paid for a subscription. Third Party Products may make changes to their websites, with or without notice to us, that may prevent or delay the overall performance of the Data Transfer Service.

4. **Data Receipt Service.**

- a. We may provide you with the opportunity to transfer certain data from a Third Party Product or an Ancillary Service to these Services (the “**Data Receipt Service**”). You may need to be an active subscriber of the Third Party Product or Ancillary Services to use the Data Receipt Service. In order to access a Third Party Product or an Ancillary Service on your behalf, you may need to provide us with your Login Details. We will maintain your Login Details in encrypted form, and will only use them in connection with the Data Receipt Service or otherwise at your direction. You hereby represent that you have the authority to provide the Login Details to Prosite Business Solutions, LLC and you expressly appoint Prosite Business Solutions, LLC as your, or the third party who owns the Login Details’, agent with limited power of attorney to access any Third Party Products or Ancillary Services and retrieve data on your behalf. With respect to each Data Receipt Service, you grant Prosite Business Solutions, LLC the right to transfer data to the Services, and to reformat and manipulate your data as reasonably necessary for the data to function with the Services. After the transfer occurs, your original data and Content may not remain in the Third Party Product or the Ancillary Services; please review the terms of those products and services to confirm.
- b. You agree that you will (i) review and comply with all Third Party Product and Ancillary Service terms and conditions before you access the Data Receipt Services, and (ii) not use the Data Receipt Services in any manner that would infringe or violate the rights of Prosite Business Solutions, LLC or any other party, or in furtherance of criminal, fraudulent or other unlawful activity. In the event that any Third Party Product charges for access to data, you agree that you are responsible for any fees due and owing. You agree that the providers of the Third Party Products, and not Prosite Business Solutions, LLC, are solely responsible for their own actions or inactions. Prosite Business Solutions, LLC is not liable for any damages, claims or liabilities arising out of or related to any Third Party Products.
- c. We do not guarantee that you will be able to use the Data Receipt Service with any specific products or services. You will only have access to the Data Receipt Services during the period for which you have paid for a subscription. Third Party Products may make changes to their websites, with or without notice to us, that may prevent or delay aggregation of data or the overall performance of the Data Receipt Service. Your most recent data from a Third Party Product or Ancillary Service may not always be available in the Services. Any data obtained through the Data Receipt Service will be made available in the Services, and will be subject to the terms and conditions of this Agreement, including our Privacy Policy.

4. **Service Providers.** We may use third parties in the operation of our Services or to perform any of our obligations in this Agreement (each a “**Service Provider**”). In order for our Service Providers to be able to provide you with certain aspects of the Services, we may share a limited amount of your data or Content with such Service Provider. Our agreements with Service Providers outline the appropriate use and handling of this information and prohibit the Service Provider from using any of your information for purposes unrelated to the Services.

5. **COMMUNICATION SERVICES.** We may provide you with the opportunity to communicate with other Users within the Services, or with other third parties through the Services (“**Communication Services**”). You may choose whether or not you would like to use the Communication Services. You agree that you have received permission to communicate with any third parties who are not Users through the Communication Services, and that such third parties have agreed to Prosite Business Solutions, LLC’s use and disclosure of data available in the Communication Services in accordance with this Agreement. Users who you communicate

with may have access in the future to the data provided through the Communication Services, and you may not have the ability to restrict that access. Prosite Business Solutions, LLC's systems may extract certain data (e.g., numbers, names, or attachments) from the Communication Services and provide it to you in other parts of the Services.

General Provisions & Force Majeure

1. This Agreement, including any amendments and attachments hereto that are incorporated herein, constitute the entire agreement between the parties and shall be binding on the parties when accepted by Customer. No modification, termination or waiver of any provisions of this Agreement shall be binding upon a Party unless in writing signed by an authorized officer of the relevant Party(ies). No provision of any purchase order or other document issued by Customer, which purports to alter, vary, modify or add to the provisions of this Agreement, shall be binding upon Prosite or effective for any purpose, unless accepted by Prosite in writing. It is further expressly understood and agreed that, there being no expectations to the contrary between the parties, no usage of trade or other regular practice or method of dealing either within the computer software industry, Prosite's industry or between the parties shall be used to modify, interpret, supplement, or alter in any manner the express terms of this Agreement or any part thereof.
2. Nothing contained in this Agreement shall be construed as creating a joint venture, partnership, or employment relationship between the parties, nor shall either Party have the right, power, or authority to create any obligation or duty, express or implied, on behalf of the other.
3. Prosite may use Customer name in press release, or other advertising.
4. This Agreement may not be assigned, sublicensed or transferred, in whole or in part, by Customer without the prior written consent of Prosite. Any attempted assignment, subletting or transfer shall be void.
5. If any provision or provisions of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.
6. No delay or failure of Prosite or Customer in exercising any right herein and no partial or single exercise thereof shall be deemed of itself to constitute a waiver of such right or any other rights herein. Any waiver by Prosite or Customer of any breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent or other breach.
7. In the event that either Party is unable to perform any of its obligations under this Agreement or to enjoy any of its benefits because of natural disaster, terrorism, fire, explosion, power blackout, earthquake, flood, the elements, strike, embargo, labor disputes, acts of civil or military authority, war, acts of god, acts or omissions of carriers or suppliers, acts of regulatory or governmental agencies, actions or decrees of governmental bodies or communication line failure not the fault of the affected Party or other causes beyond such Party's reasonable control (a "Force Majeure Event") the Party who has been so affected shall immediately give notice to the other Party and shall do everything possible to resume performance. Upon receipt of such notice, all obligations under this Agreement shall be immediately suspended. If the period of nonperformance exceeds seven (7) days from the receipt of notice of the Force Majeure Event, the Party whose ability to perform has not been so affected may by giving written notice immediately terminate this Agreement as provided in SaaS Agreement Section 3
8. On Prosite's request, no more frequently than annually, Customer shall furnish Prosite with a signed certification (i) verifying that the Licensed Material is being used pursuant to the terms of this Agreement and (ii) listing the locations where the Licensed Material is being used
9. This Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original, and each of which together shall constitute a single instrument.
10. This Agreement shall be governed by and construed under the laws of the State of West Virginia applicable to contracts made in and wholly to be performed in the State of West Virginia without regard to conflicts of law.

