

Surebuilt, LLC Customer Services Agreement

Surebuilt, LLC CUSTOMER SOFTWARE SERVICES AGREEMENT

BY CLICKING “I AGREE”, YOU AGREE TO THE Surebuilt, LLC CUSTOMER SOFTWARE SERVICES AGREEMENT AND PROMISE THAT YOU HAVE THE LEGAL RIGHT AND ABILITY TO AGREE TO THIS AGREEMENT.

This Surebuilt, LLC Customer Services Agreement (“Agreement”) is binding between you (sometimes referred to as “you,” “your,” or “Customer”) and Surebuilt, LLC, located at 9225 Bay Plaza Blvd, Suite 407, Tampa, FL 33619, and its subsidiaries and affiliates (collectively referred to as “Surebuilt, LLC”, “us”, “our”, or “we”). Each of Surebuilt, LLC and Customer will be referred to in this Agreement individually as a “party” and together as the “parties.” This Agreement will be effective as of the date that you clicked below to indicate your agreement (“Effective Date”).

IMPORTANT: THIS AGREEMENT CONTAINS AN ARBITRATION PROVISION REQUIRING ALL CLAIMS TO BE RESOLVED BY WAY OF BINDING ARBITRATION. Please carefully review Section 14 of this Agreement for more information.

WHEREAS, AEDA is in the business of providing and making accessible certain software-supported services for use by Customer in making calculations for analysis to aid the design process; and

WHEREAS, AEDA and Surebuilt, LLC desires to provide and make accessible such services, and Customer desires to secure services from AEDA for access and use by Customer and its Authorized Users (defined below), each in accordance with the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the foregoing recitals and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree to as follows:

1. Definitions.

1.1. “Authorized User” means any Customer who has signed up for an AEDA Customer account (“User Account”). An Authorized User may also include Customer employees and Customer contractors, consultants, agents, and vendors, provided, such third parties have been authorized by the Customer to access and use the Services by logging into the Customer’s account.

1.2. “AEDA and Surebuilt, LLC Content” means the design and function of the Services Platform, and the contents of the Services Platform, such as text, graphics, images, audio and video files, user help files, the layout and presentation of the Services and any mobile applications, analytic and demographic data relating to Customer’s and its Authorized Users’ use of the Services Platform, and other material contained in the Services Platform.

1.3. “Services” means the subscription services for access to and use of Surebuilt, LLC’s software products, central software application environment, the associated infrastructure and communication services, and the associated user documentation and supplemental materials.

1.4. "Services Platform" means AEDA's website, any computer and mobile applications that may be provided by AEDA and Surebuilt, LLC, and its computer system and datacenter facilities through which AEDA provides the Services.

1.5. "Documentation" means documentation and other supplemental materials associated with Services and provided by Surebuilt, LLC to users of the Services.

In addition to the terms defined in this Section 1, certain terms are defined elsewhere in this Agreement and, whenever such terms are used in this Agreement, they will have their respective defined meanings.

2. Scope. Customer will order, and Surebuilt, LLC agrees to provide, Services in accordance with the terms and conditions of this Agreement.

3. Services.

3.1. Term. Surebuilt, LLC, through using AEDA website, will provide Services to Customer for the duration of the subscription that you chose to purchase when signing up for the Services (the "Initial Term"). Customer will pay AEDA the monthly or annual recurring fees and non-recurring fees for the Services (the "Services Fees") that were posted on the AEDA website on the date you subscribed. AEDA will pass the portion of funds entitled to Surebuilt, LLC based on their mutual agreement. Following the expiration of the Initial Term, Customer may choose to renew and extend the Services for additional consecutive periods (each a "Renewal Term"), which are the same length as the Initial Term, unless the Customer selects a different subscription option in advance of the expiration of the Initial Term. During the Renewal Term, the Customer will pay the applicable service fees for the subscription posted on the AEDA website on the date the renewal takes effect. The Initial Term and Renewal Term are collectively referred to in this Agreement as the "Term". If Customer fails to timely pay any invoice for Service Fees, Surebuilt, LLC will have the right, in addition to any other remedies it may have under this Agreement or at law, to suspend its performance of any further Services without any liability to Customer for any damages suffered by Customer arising from or related to such suspension of performance.

3.2. Services Platform. AEDA will manage and maintain the Services Platform. Customer will not have physical access to the Services Platform. The Services Platform may be operated by AEDA, an affiliate, or by one or more third parties under agreement(s) with AEDA.

3.3. Customer Component Software. If the Services include software to be installed in Customer's desktop environment, Customer is hereby granted a non-exclusive, limited, and non-transferable license to use such software for the purpose of using the Services. Such license will terminate upon the expiration or termination of the Services Term. Customer will not reverse engineer, decompile, assist, or otherwise facilitate others to reverse engineer or decompile such software.

3.4. Customer Responsibilities. Customer is responsible for:

3.4.1. providing network connectivity with sufficient bandwidth between Customer's local environment and the Services Platform; installation, testing, security, and operations of facilities, telecommunications, and internet and mobile services, equipment, and software necessary for Customer's use and access of the Services;

3.4.2. paying all third-party access fees incurred by Customer to access and use the Services;

3.4.3. ensuring that only Authorized Users access the Customer's User Account and promptly notifying AEDA by email to aedallc@aeda.app of any known or suspected unauthorized use(s) of your User Account; and

3.5. Customer's Data and Information.

3.5.1. Customer Content. Any change or update made to a Customer's account, including text, images, messages, files and/or other materials Customer posts, transmits through, or links from the Services Platform (collectively, "Customer Content") is Customer's sole responsibility. AEDA and Surebuilt, LLC do not review the Customer Content for its accuracy, applicability, appropriateness or ownership. Customer represents and warrants that it has all rights necessary to provide any and all Customer Content under this Agreement and that AEDA and Surebuilt, LLC may use, copy and otherwise manipulate such Customer Content as necessary for AEDA and Surebuilt, LLC to perform the Services required under this Agreement. Customer shall use the Services in compliance with all applicable laws, statutes, ordinances and regulations. CUSTOMER AGREES THAT IT WILL EVALUATE AND BEAR ALL RISK RELATED TO THE USE OR ANY ACTIVITIES ASSOCIATED WITH ANY CUSTOMER CONTENT. THE RESULTS OF ANY ACTIONS CUSTOMER TAKES BASED ON CUSTOMER CONTENT OR OTHER CONTENT IN THE SERVICES PLATFORM ARE SOLELY CUSTOMER'S RESPONSIBILITY. Under no circumstances will AEDA or Surebuilt, LLC be liable in any way for Customer Content or for any loss or damage of any kind incurred as a result of the use of any of Customer Content made available on the Services Platform. Customer is responsible for ensuring Customer Content and other information is properly backed up so Customer will have access to it in the event of loss, corruption, or cessation of the Services Platform.

3.5.2. Rights and Obligations Upon Termination. Upon the expiration or termination of the Services, AEDA and Surebuilt, LLC will have no further obligation to provide the Services and Customer will have no further rights to use or access the Services Platform. AEDA and Surebuilt, LLC do not export Customer Content or other data during Customer's use of the Services Platform, or provide Customer Content or other data to Customer upon termination or expiration of this Agreement, and AEDA and Surebuilt, LLC may permanently delete Customer Content from the Services Platform with no liability or further obligation to Customer.

4. Terms of Use. Subject to Customer's compliance with this Agreement, the Documentation, and all applicable laws and regulations, AEDA and Surebuilt, LLC hereby grant to Customer a non-exclusive, non-transferable (except as set forth in Section 15.2), non-sublicensable right to access and use the Services, AEDA and Surebuilt, LLC Content, and Documentation solely for Customer's internal business purposes, and solely as described in this Agreement. Customer will, and will ensure that its Authorized Users will, comply with the terms and conditions of the AEDA and Surebuilt, LLC Terms of Use ("Terms of Use") which are hereby incorporated and made a part of this Agreement by this reference and may be viewed at: Terms Of Use In the event of any conflict between this Agreement and the Terms of Use, the terms of this Agreement will prevail over the conflicting terms of the Terms of Use.

5. Information Security. To the extent required by applicable law, AEDA represents that it has implemented and maintains an information security program which shall include appropriate

administrative, technical and physical safeguards reasonably designed to: (i) ensure the security and confidentiality of Customer Content; (ii) protect against any anticipated threats or hazards to the security or integrity of Customer Content; (iii) protect against unauthorized access to or use of Customer Content that could result in substantial harm or inconvenience to any Customer; and (iv) ensures disposal of the Customer Content in a secure manner.

6. Fees & Payment Terms.

6.1. **Invoicing.** AEDA and Surebuilt, LLC generally requires Customer to pay all Services Fees at the beginning of the Initial Term and prior to any Renewal Term without an invoice, but at Surebuilt, LLC's discretion AEDA and Surebuilt, LLC may either invoice Customer the Fees prior to the beginning of the Initial Term and within thirty (30) days of the beginning of any Renewal Term or Customer may pay automatically through their account via a payment card. If invoiced, Customer will pay all amounts within thirty (30) days of receipt of invoice (unless subject to a dispute as provided under Section 7.2). All Fees are non-refundable and non-cancellable. Any amounts not paid when due will accrue interest at the lower of 1.5 percent (1.5%) per month for each month (or fraction thereof) that payment is not received by Surebuilt, LLC, or the maximum percentage allowed by applicable law. In the event that payment that is properly owed under this Agreement is not made when due, Customer will be in material default under the terms of this Agreement and Surebuilt, LLC may invoke any or all available remedies, including the right to suspend its performance under this Agreement. Customer will reimburse Surebuilt, LLC for all costs and expenses incurred by Surebuilt, LLC arising from Customer's collection of amounts due under this Agreement, including, without limitation, reasonable attorneys' fees.

6.2. **Fee Dispute.** If Customer wishes to dispute an amount, Customer will (i) timely pay any undisputed portion of such amount; and (ii) notify Surebuilt, LLC in writing of any incorrect amount(s) on such invoice within thirty (30) days of Customer's receipt of the invoice, with a written explanation of its dispute and appropriate supporting documentation. The parties will work together in good faith to resolve the inconsistency. If both parties agree that the disputed charge is not valid, Surebuilt, LLC will either (i) include a credit within the next invoicing cycle, to the extent Customer previously paid the disputed amount; or (ii) will promptly issue an amended invoice. If both parties agree that the disputed charge is valid, Customer will pay the charge within the later of thirty (30) days from the date of replacement invoice. If the parties are unable to resolve the billing dispute within forty-five (45) days of initiation of the dispute, the issue must be escalated to senior representatives at both parties who will cooperate to resolve the issue.

6.3. **Taxes.** Fees under this Agreement are exclusive of any applicable value-added, sales, use excise, property or any other similar tax or fees (other than taxes based on Surebuilt, LLC's income, net worth, personnel costs, or property taxes on the Services Platform). Customer is responsible for payment of any all such taxes or fees invoiced as a separate line item and Surebuilt, LLC will remit such payment to the proper taxing authority(ies). At the request of Customer, Surebuilt, LLC will provide any tax bill or other appropriate documentation reasonably required to substantiate any tax charges. The parties agree that should a taxing authority attempt to impose additional sales or use taxes as the result of an audit, the parties will cooperate in good faith with respect to apportionment of such amounts.

7. Term & Termination.

7.1. Term. The term of this Agreement will commence as of the Effective Date and will continue until the termination or expiration of the Term, unless earlier terminated as provided below.

7.2. Termination. Either party may terminate this Agreement in the event (i) of a material breach of the terms and conditions of this Agreement by the other party which is not cured within sixty (60) days following receipt of written notice thereof; or (ii) the other party becomes insolvent, commences dissolution proceedings, or ceases to operate in the ordinary course of business. Notwithstanding the foregoing, Customer's breach of Section 6.1 will have a ten (10) day cure period and Customer's breach of Section 3 will permit Surebuilt, LLC to immediately terminate this Agreement.

7.3. Effect of Termination. Upon termination of this Agreement by either party, all licenses granted to Customer and all Services obtained by Customer will terminate. Customer will promptly cease use of the Services and return to Surebuilt, LLC or destroy any Customer component software obtained.

8. Indemnification.

8.1. Surebuilt, LLC Indemnification Obligations. Surebuilt, LLC will hold harmless, indemnify, and defend Customer and its affiliates and their respective officers, directors, agents, and employees (collectively, "Customer Parties") from and against any and all claims (including any and all liabilities, damages, losses, costs, expenses, and reasonable attorneys' fees arising therefrom) ("Claims") to the extent arising out of any action or proceeding brought by a third party against any one or more of the Customer Parties (i) alleging that Services provided under this Agreement infringe an intellectual property right of a third party. If an infringement claim occurs, Surebuilt, LLC, within its sole and absolute discretion, may also (i) acquire the right for Customer to continue to use the affected Services in accordance with the terms of this Agreement; (ii) replace or modify the Services so that they become non-infringing; or (iii) terminate this Agreement and refund to Customer any pre-paid Service Fees paid to Surebuilt, LLC for the infringing Services. Surebuilt, LLC will have no liability to the Customer Parties with respect to any Claim that is based upon, arises out of, or would not have occurred but for (A) Customer's operation or use of the Services with any content, software, hardware, product, or apparatus not set forth in the Documentation or otherwise approved in writing by Customer; (B) Customer's use of any third party software other than in accordance with the license agreement for such third-party software; or (C) Customer's operation or use of the Services not in compliance with the User Documentation, an applicable SOW, or otherwise approved in writing by Customer. This Section 8.1 sets forth Customer's exclusive remedy with respect to any Claim for Surebuilt, LLC's alleged violation of any intellectual property or other rights of third parties.

8.2. Customer Indemnification Obligations. Customer will hold harmless, indemnify, and defend Surebuilt, LLC and its parent, subsidiaries, and affiliates and their respective owners, representatives, officers, directors, agents, and employees (collectively, "Surebuilt, LLC Parties") from and against any and all Claims to the extent arising out of any action or proceeding brought by a third party against any one or more of the Surebuilt, LLC Parties (i) alleging injury, damage, or loss resulting from Customer's use of the Services (other than a Claim for which Surebuilt, LLC is obligated to indemnify Customer Parties under Section 8.1 above); (ii) alleging that Customer

Content infringes an intellectual property right of a third party; or (iii) related to any act of gross negligence or willful misconduct by Customer or any of its Authorized Users.

8.3. Indemnification Procedures. The indemnified party will provide prompt written notice to the indemnifying party of any Claim for which the indemnified party will seek indemnification under this Agreement and will provide reasonable assistance to the indemnifying party upon the indemnifying party's reasonable request. The indemnifying party consents to venue in and jurisdiction of any court in which a lawsuit is filed against the indemnified party asserting one or more Claims that the indemnifying party is obligated to defend under this Agreement. The indemnifying party will have the right to defend and compromise such claim at the indemnifying party's expense for the benefit of the indemnified party; provided, however, the indemnifying party will not have the right to obligate the indemnified party in any respect in connection with any such compromise without the written consent of the indemnified party. Notwithstanding the foregoing, if the indemnifying party fails to assume its obligation to defend, the indemnified party may do so to protect its interests, and the indemnifying party will reimburse all costs incurred by the indemnified party in connection with such defense.

9. Warranties.

9.1. Services. Surebuilt, LLC represents and warrants that the Services will be in material conformance with the requirements set forth in this Agreement.

9.2. Not Advice; No Endorsement. Customer acknowledges and agrees that the AEDA and Surebuilt, LLC's provision of the Services Platform or any information provided by the Services Platform or other Services do not constitute advice or recommendations. **AEDA and Surebuilt, LLC IS NOT RESPONSIBLE FOR CUSTOMER'S RELIANCE ON ANY AEDA and Surebuilt, LLC CONTENT OR OTHER INFORMATION IN THE SERVICES PLATFORM. THE SERVICES PLATFORM AND ITS OUTPUT ARE FOR INFORMATIONAL PURPOSES ONLY AND SHOULD BE CAREFULLY EVALUATED BY CUSTOMER.**

9.3. WITHOUT LIMITING ANY OTHER DISCLAIMERS, EXCLUSIONS, OR LIMITATIONS ELSEWHERE IN THIS AGREEMENT OR THE TERMS OF USE, THE SERVICES PLATFORM, THE SERVICES, THE DOCUMENTATION, THE AEDA and Surebuilt, LLC CONTENT, AND ANY OTHER INFORMATION SUPPLIED BY Surebuilt, LLC ARE PROVIDED "AS IS" AND "WITH ALL FAULTS". THE Surebuilt, LLC PARTIES MAKE NO REPRESENTATION OR WARRANTY WITH RESPECT TO THE SERVICES PLATFORM, SERVICES, DOCUMENTATION, AEDA and Surebuilt, LLC CONTENT, AND ANY OTHER INFORMATION FURNISHED BY THE Surebuilt, LLC PARTIES. TO THE FULLEST EXTENT PERMITTED BY LAW, ANY AND ALL WARRANTIES ARE DISCLAIMED, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, COMPLETENESS, TIMELINESS, CORRECTNESS, NON-INFRINGEMENT, TITLE, AND FITNESS FOR ANY PARTICULAR USE, APPLICATION, OR PURPOSE. Surebuilt, LLC DOES NOT WARRANT THAT THE SERVICES PLATFORM WILL BE UNINTERRUPTED OR ERROR-FREE OR THAT ANY DEFECTS WILL BE CORRECTED. Surebuilt, LLC HAS NO RESPONSIBILITY FOR THE TIMELINESS, DELETION, MISDELIVERY, OR FAILURE TO STORE ANY COMMUNICATION, CUSTOMER CONTENT, AEDA and Surebuilt, LLC CONTENT, DATA, OR OTHER INFORMATION. NO ADDITIONAL STATEMENTS OUTSIDE THE TERMS OF THIS AGREEMENT AND THE TERMS OF USE, INCLUDING, WITHOUT LIMITATION, STATEMENTS REGARDING CAPACITY, SUITABILITY FOR USE OR PERFORMANCE, WHETHER MADE

BY EMPLOYEES OF Surebuilt, LLC PARTIES OR OTHERWISE, IS A WARRANTY OR PROMISE BY Surebuilt, LLC, AND Surebuilt, LLC HAS NO RESPONSIBILITY OR LIABILITY FOR ANY SUCH STATEMENTS.

10. Limitation of Liability.

10.1. NO CONSEQUENTIAL DAMAGES. UNDER NO CIRCUMSTANCES WILL EITHER PARTY HAVE ANY LIABILITY TO THE OTHER HEREUNDER FOR ANY INCIDENTAL, INDIRECT, CONSEQUENTIAL, COLLATERAL, EXEMPLARY, PUNITIVE OR SPECIAL DAMAGES INCURRED BY THE OTHER PARTY, INCLUDING, WITHOUT LIMITATION, ANY LOST PROFITS, REGARDLESS OF HOW SUCH DAMAGES ARISE, WHETHER OR NOT A PARTY WAS ADVISED SUCH DAMAGES MIGHT ARISE.

10.2. DIRECT DAMAGES CAP. TO THE GREATEST EXTENT PERMISSIBLE UNDER APPLICABLE LAW, IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER FOR ANY DAMAGES, DIRECT OR OTHERWISE, IN EXCESS OF THE AMOUNTS PAID PURSUANT TO THE APPLICABLE PURCHASE ORDER(S) GIVING RISE TO THE CLAIM.

11. Intellectual Property; Confidentiality.

11.1. Intellectual Property.

11.1.1. Ownership. “AEDA and Surebuilt, LLC”, the AEDA and Surebuilt, LLC logos, and other marks used on the Services Platform or by AEDA and Surebuilt, LLC are trademarks of AEDA and Surebuilt, LLC or its suppliers, and no license to use the same is granted under this Agreement. As between Customer and AEDA/ Surebuilt, LLC, AEDA, its suppliers and Surebuilt, LLC own all worldwide right, title, and interest in the Services Platform, AEDA and Surebuilt, LLC Content and Ideas (defined below) and Customer owns all right, title, and interest in Customer Content.

11.1.2. Aggregate Information. Surebuilt, LLC reserves the right to use, disclose, license, or sell general, de-identified, aggregated information derived from Customer Content (“Aggregate Data”) to the extent permitted by applicable law and Surebuilt, LLC’s contracts with its customers, and will own all right, title, and interest in such aggregated information.

11.1.3. Ideas. Customer acknowledges and agrees that it may be providing certain feedback, statements, suggestions, and ideas (“ Ideas”) to Surebuilt, LLC, directly or through a third party, in connection with use of the Services Platform, which Surebuilt, LLC may use in future modifications to the Services Platform, multimedia works, and/or advertising and promotional materials relating thereto. Customer hereby assigns to Surebuilt, LLC any and all right, title, and interest in any Ideas, including but not limited to any copyright, patent right, moral right, and all other intellectual property rights. Customer acknowledges and agrees that submission of Ideas to Surebuilt, LLC, either orally or in writing, will not in any way establish a confidential relationship with Surebuilt, LLC, nor will it place Surebuilt, LLC in the position of receiving a disclosure in trust. Surebuilt, LLC will not be obligated and makes no commitment to treat or maintain as confidential any Ideas which Customer submits as confidential or otherwise. Customer will not receive any type of payment or remuneration from Surebuilt, LLC for Ideas. Except for Customer Content, Customer agrees that all documents and materials submitted to Surebuilt, LLC will become the property of Surebuilt, LLC unless Surebuilt, LLC agrees otherwise in writing. No obligation is assumed or will be

implied on the part of Surebuilt, LLC by receipt or examination of the Idea or use of the Idea to compensate Customer or otherwise enter into another agreement with Customer.

11.2. Confidential Information.

11.2.1. **Definition.** “Confidential Information” includes, but is not limited to, any information, technical data, or know-how (including, but not limited to, information relating to research, products, software, services, quantity, price, pricing, delivery, development, inventions, processes, engineering, marketing, techniques, customers, internal procedures, business and marketing plans or strategies, finances, employees and business opportunities) concerning a party and its affiliates and disclosed by such party (the “Disclosing Party”) to the other party (the “Receiving Party”) either directly or indirectly in any form whatsoever (including, but not limited to, in writing, in machine readable or other tangible form, orally, or visually) (i) that has been marked as “confidential”, “proprietary”, or with a similar legend; (ii) whose confidential nature has been made known by the Disclosing Party, orally or in writing, to the Receiving Party concurrently with the disclosure of such information; or (iii) that, due to its character and nature, a reasonable person under like circumstances would treat as confidential. Any summaries, compilations, or extracts of Confidential Information prepared by the Receiving Party will be deemed Confidential Information and will be subject to the terms of this Agreement. Aggregate Data is not Confidential Information.

11.2.2. **Exceptions.** Confidential Information will not include information that is (i) or becomes publicly available other than through the Receiving Party or its Authorized Representatives (as defined in Section 11.2.3 below); (ii) in the Receiving Party’s possession at the time of disclosure as shown by the Receiving Party’s files and records immediately prior to the time of disclosure; (iii) acquired by the Receiving Party from a third party, who provides the information without breaching any express or implied obligations or duties to the Disclosing Party; (iv) disclosed by the Receiving Party with the Disclosing Party’s prior written consent; (v) independently developed by the Receiving Party without reference to Confidential Information; or (vi) disclosed in response to a valid order or request of a court or other governmental body; provided, however, that unless prohibited by law or regulation, the Receiving Party will first have given prompt notice to the Disclosing Party of any such order, inquiry, or request so that the Disclosing Party may seek an appropriate protective order or reach a mutual written agreement with the Receiving Party requiring that the information so disclosed be used only for the purposes for which the inquiry or request was made or the order was issued.

11.2.3. **Level of Care.** The Receiving Party will maintain the confidentiality of, and agrees to use the same care to prevent disclosure of the Confidential Information as it employs to avoid disclosure, publication, or dissemination of its own information of a similar nature, but in no event less than a reasonable standard of care. The Receiving Party further agrees to use the Confidential Information only in connection with and in furtherance of the business transactions contemplated by this Agreement. The Receiving Party may disclose Confidential Information to its employees, directors, officers, affiliates, agents, subcontractors, attorneys, accountants, or professional advisors who have a need to have access to the Confidential Information in carrying out the business transactions contemplated by this Agreement (“Authorized Representatives”). The Receiving Party will inform its Authorized Representatives of the confidential nature of the Confidential Information and the applicability of this Agreement thereto and will obligate and direct its Authorized

Representatives to maintain the confidentiality of the Confidential Information and otherwise to observe the terms of this Section 11.

11.2.4. **Ownership.** All Confidential Information disclosed by the Disclosing Party will remain the property of the Disclosing Party and, except as otherwise provided in this Agreement, the Receiving Party does not acquire any license, right, title, or interest in such Confidential Information.

11.2.5. **Termination.** Upon the termination or expiration of this Agreement, the Receiving Party, upon the written request of the Disclosing Party, will (except to the extent otherwise provided herein) (i) return to the Disclosing Party or destroy all of the Disclosing Party's Confidential Information, including, without limitation, all media, documents, data, and copies thereof in its possession containing the Confidential Information and will not retain any copy or summary thereof; and (ii) deliver to the Disclosing Party a certificate executed by an authorized officer of the Receiving Party certifying compliance with these requirements.

11.2.6. **Remedies.** The Receiving Party acknowledges that improper dissemination of Confidential Information may cause irreparable damage to the Disclosing Party and agrees that the Disclosing Party will have available to it, in addition to any other remedy provided by law, the right to apply for injunctive relief to enforce compliance by the Receiving Party with the provisions of this Agreement.

12. **Notices.** You can contact us through the Services or by e-mail. Unless you tell us otherwise, or the law requires otherwise, you agree to receive all communications from us by e-mail or through posting notices to your Services account. You are responsible for providing Surebuilt, LLC with up-to-date contact information. You agree that all communications that we send to you electronically satisfy any legal requirement that a communication be in writing. You may print the communications for your records. You may choose to receive legal notices in paper form through the mail if you tell us, you do not want legal notices sent electronically. If you choose to use paper form, legal notices will be sent to you in paper form by postal mail or as otherwise permitted or required by law. All other communications not required by law to be in paper form will be sent electronically. To tell us you do not want legal notices sent electronically, to update your contact information for receiving legal notices, and for any other notices under this Agreement, send the notice in writing and by certified and registered mail to Surebuilt, LLC, 9225 Bay Plaza Blvd, Suite 407, Tampa, FL 33619.

13. **Choice of Law.** The interpretation of this Agreement and the resolution of any disputes relating to this Agreement will be governed by the laws of the State of Illinois without regard to any conflicts of laws provisions.

14. **Agreement to Arbitrate.**

14.1. All disputes arising out of, or relating to, this Agreement (including formation, performance, breach, enforceability, and validity of this Agreement) or our operation of the Site shall be resolved by final and binding arbitration to be held in the English language in the City of Overland Park, Kansas, pursuant to the rules of the American Arbitration Association. The arbitrator, and not any federal, state, or local court or agency, shall have exclusive authority to resolve any dispute relating to the interpretation, applicability, enforceability, or formation of this Agreement, including, but not limited to, any claim that all or any part, of this Agreement is void or voidable. Further, if you are

located outside of the United States, we retain the right to bring proceedings against you for breach of this Agreement in your country of residence or any other appropriate country.

14.2. Without prejudice to the agreement to resolve disputes in binding arbitration set forth in the previous paragraph, either party to this Agreement may obtain preliminary injunctive relief in the District Court of Johnson County, Kansas, located in the City of Olathe, Kansas, for the purpose of enforcing any of the terms of this Agreement pending a final determination in arbitration or permanent relief for the purpose of enforcing arbitral awards.

15. Miscellaneous.

15.1. Partial Invalidity; No Exclusive Remedy. If any provision of the Agreement should for any reason be held invalid, unenforceable, or contrary to public policy, the remainder of the Agreement will remain in full force and effect notwithstanding any such event. No specific remedy set forth herein precludes any other remedy in this Agreement or available at law or equity.

15.2. Assignment. Neither party will transfer or assign this Agreement in whole or in part, by operation of law or otherwise, without the prior written consent of the other party; provided that no such consent will be necessary in cases of merger, reorganization, or sale of substantially all of a party's assets. Any assignment or transfer, or attempt thereof, without such prior written consent will be void and have no effect. All terms and conditions contained herein will inure to the benefit of, and be binding upon, any successor and any permitted assignees of the parties. Consent by either party to such assignment in one instance will not constitute consent by the party to any other assignment.

15.3. Waiver. The waiver by either party of any default or breach will not constitute a waiver for any other subsequent default or breach.

15.4. Merger of Terms, Modification. This Agreement (which hereby expressly includes and incorporates the Terms of Use available at www.aeda.app) constitutes the entire agreement between the parties with respect to the subject matter contained herein and, with the exception of the Terms of Use, will not be modified except by written amendment by the parties expressly stating an intent to modify the terms of the Agreement. The terms of this Agreement will exclusively control with respect to the subject matter hereof.

15.5. Independent Contractors. The parties are independent contractors. This Agreement does not designate either party as the agent, employee, legal representative, partner, or joint venture of the other party for any purpose whatsoever and neither will have the right, power, or authority to create any obligation or responsibility on behalf of the other. Each party will be fully liable for the acts and omissions of their employees, subcontractors, agents hereunder.

15.6. Force Majeure. Neither party will be in breach of this Agreement solely due to causes beyond the control and without the fault or negligence of such party. Such causes may include, but are not restricted to, acts of God or of a public enemy, acts of the government in its sovereign or contractual capacity, fires, floods, strikes, or freight embargoes (each, a "Force Majeure Event"). In such event, the parties agree that prompt written notice will be given to the other party within seven (7) days of the Force Majeure Event. A party's performance will only be excused for the duration of the Force Majeure Event. If the Force Majeure Event continues for sixty (60) days or more, the party

not impacted by the Force Majeure Event may terminate this Agreement by providing a written termination notice to the party affected by the Force Majeure Event and failing to perform under the Agreement.

15.7. **Publicity.** Any advertisement, solicitation, or public announcement of the existence of this Agreement or the terms of the relationship created hereby must be approved in writing by both parties prior to release.

15.8. **Further Assurances.** From time to time on and after the Effective Date and without further consideration, the parties to this Agreement will each deliver or cause to be delivered to any other party, at such times and places as will reasonably be requested, such additional instruments as any of the others may reasonably request for the purpose of carrying out the terms of this Agreement.

15.9. **Survival.** The terms and conditions in this Agreement that by their nature and context are intended to survive any termination or expiration of the term of this Agreement, including, but not limited to Sections 5, 6, 8, 9, 10, 11, 12, 13, 14, and 15, will survive such termination or expiration of the term of this Agreement for any reason and will be fully enforceable thereafter.