

CMP CORE™ USER AGREEMENT (“Agreement”)

July 2, 2025

IMPORTANT PLEASE - READ CAREFULLY: This USER AGREEMENT (this “Agreement”) is a legal agreement between the person or legal entity agreeing to this Agreement (“Subscriber” or “You” or “Your”) and CMP Core LLC (“Company” or “We” or “Us” or “Our”), and governs Your access to and use of Company’s CMP Core Platform (defined below). By accepting this Agreement, You agree to comply with and be subject to the terms and conditions of this Agreement. This Agreement includes an arbitration clause set forth below requiring any and all disputes to be resolved by arbitration.

Any individual accessing and using the Platform, including on a personal computer, tablet or mobile device (a “Device”), may only do so in her/his capacity as an Authorized User (defined below) of Subscriber. Any activity by such person on the Platform, and any Personal Information (defined below), including if applicable any geolocation information, that is submitted by or collected from such person and/or such Device is deemed to be submitted by and on behalf of Subscriber.

If You do not agree to the above, or any other terms of this Agreement, You should immediately cease using the Platform and the Services.

1. The Platform; Access to the Services.

(a) CMP Core’s Platform is made available to Subscriber during the term of this Agreement, solely for the purposes expressly set forth in this Agreement. The term “**Platform**” means CMP Core’s platform for camp management and activities scheduling, and includes CMP Core’s software applications (including CMP Core’s online portal and any application accessed by Subscriber online, and any mobile applications or other client-side application that CMP Core elects to provide for installation on a Subscriber device or network); connectivity and hardware associated with such applications; and all data, information, images, video, audio and other content contained in or made available on the foregoing (“**Content**”).

(b) The Platform and all of the services provided thereon (the “**Services**”) may be accessed by Subscriber solely through the internet website portal designated by Company, through a mobile app supplied by Company, or through another authorized medium that may be specified by Company from time to time. During the term of this Agreement, Company grants Subscriber a limited, revocable, non-exclusive, non-sublicenseable, and non-transferable right to access and use the Platform solely through an authorized medium, and to use the Platform (and any Platform Applications (defined below) that Company may provide) solely for Your internal business purposes, and strictly in accordance with this Agreement. Subscriber and its Authorized Users are not granted hereunder any license under Company’s software or other intellectual property, other than the limited rights to access and use the Platform and Services expressly granted hereunder, no rights are granted hereunder with respect to any other intellectual property of Company.

2. Subscriber Eligibility.

(a) Your eligibility to access and use the Platform and Services is at all times subject to the acceptance by Company of Your application for account registration and Your continuing compliance with this Agreement, including the payment of Fees (defined below). You represent, warrant, and covenant that: (i) You are a business entity duly formed and validly existing under the laws of its jurisdiction of formation; (ii) You have the power and capacity to enter into, and to perform Your obligations under, this Agreement; (iii) this Agreement has been duly authorized, executed, and delivered by You and constitutes a valid and binding obligation of You,

enforceable in accordance with its terms; (iv) Your execution, delivery, and performance of this Agreement does not violate or result in any default under Your governing and constituent documents, bylaws, policies, or any other contract or agreement to which You are a party or by which Your assets may be bound, or any law, statute, rule, regulation, or order of any country or political subdivision, or any regulatory, self-regulatory, or membership organization that has jurisdiction over You, or of which You are a member; (v) You will use the Platform only for Your own business and not for the use or benefit of any third party; and (vi) You will designate Authorized Users (defined below) to access and use the Platform on Your behalf, each of whom is at least 18 years of age. We reserve the right to charge You a fee, subscription charge or other payment for access and use of the Platform ("**Fees**"), which Fees will be specified in the Subscription Agreement executed by you and Company (including by electronic signature), which also sets forth the Services term. The Subscription Agreement is incorporated in and subject to the terms of this Agreement.

3. **Use Restrictions.**

(a) You agree not to (directly or indirectly): (i) access or attempt to access the Platform or Services through any means other than the specific internal portal and other means specified by Company; (ii) except as expressly permitted by Company, copy or download any data, information or content (including data, images, photographs, animations, video, audio, music, text, and associated printed materials or online or electronic documentation) within or accessible through in Platform (other than Your Subscriber Data (defined below), the "**Platform Data**"); (iii) except to the limited extent applicable laws specifically prohibit such restriction, adapt, translate, decompile, reverse engineer, reprint, transcribe, extract, reproduce, modify, alter, disassemble, create derivative works based on, attempt to determine the source code of, in any way ascertain, decipher, or obtain the communications protocols for accessing, or the underlying ideas or algorithms of, or otherwise copy, the Platform or the software comprised therein; (iv) remove or obscure any notice of proprietary rights from the Platform; (v) use any portion of the Platform or Services to create a site or service that is in any way competitive with the Platform; (vi) sell, resell, encumber, rent, lease, time-share, distribute, transfer or otherwise use or exploit or otherwise provide any third party access to the Platform; (vii) copy, reproduce, republish, scan, upload, post, transmit, distribute, or otherwise make available to any third party any Platform Data or Services, or any portion for the foregoing; (viii), including any Platform Data, to or for the benefit of any third party; (ix) remove, disable, circumvent or otherwise create or implement any workaround to any copy protection, rights management or security features in or protecting the Platform; (x) create any database of Platform Data for any purpose other than Your internal use in its business as permitted hereunder, including to create any commercial product or services; (xi) use manual or automated software, devices, or other processes to "crawl" or "spider" any page of the Platform or "harvest" or "scrape" any Platform Data; (xii) use any Platform Data to develop or train any artificial intelligence mode; (xiii) take any action that imposes or may impose (as determined by Company at its sole discretion) an unreasonable or disproportionately large load on Company's infrastructure, or interfere or attempt to interfere with the proper functioning of the Platform or any activities conducted on the Platform; (xiv) run any form of auto-responder or "spam" on the Platform; (xv) use any software, hardware or other services to modify the number of computers or seats that access or utilize the Platform outside of the validly licensed number of each, including for purposes of "multiplexing," "pooling," or "virtualization;" and (xvi) otherwise take any action in violation of this Agreement.

(b) You agree that You will timely respond to Our reasonable inquiries regarding Your compliance with this Section 3(a).

(c) You agree that any copies, derivative works or other intellectual property developed by You in violation of this Section 3: (i) are the property of Company and You hereby assign, and We hereby accept such

assignment, any and all associated rights to Company without the need for any other action by a party; and (ii) are excluded from any warranty or other obligation of Company hereunder.

4. **Credentials and Authorized Users.**

(a) Subscriber Credentials. Following approval of Your application for registration of an account, You will be assigned one or more login IDs, passwords and other credentials issued to access the Platform ("**Credentials**"). You shall maintain the confidentiality of the Credentials and not permit any third party to use Your Credentials to access or use the Platform. Without limiting the foregoing, You are responsible to Company for the use of the Platform by any person with whom You have shared Your Credentials or who gains access to the Platform as a result of Your failure to use reasonable security precautions, even if that use was not authorized by You.

(b) Authorized Users.

(i) You may authorize Your Authorized User to access the Platform on Your behalf. You may authorize access by such Authorized User via means established by Company within the Platform, or by sending Company a request in writing. We may deny access for any Authorized User with or without cause. You will share Platform Data only with those Authorized Users who are permitted to see such Platform Data. You are responsible for each Authorized User's compliance with this Agreement and any other agreement applicable to such Authorized User's use of the Platform and related services. You are responsible for all access and use of the Platform by Your Authorized Users. The individual who signs up for the Platform on Your behalf will be designated as the administrator of Your account ("**Account Administrator**"), unless You designate another Authorized User to act as Account Administrator by notifying Company in writing. The Account Administrator may be given certain and special access rights with respect to Your account that are not given to other Authorized Users, including the ability to authorize and de-authorize other Authorized Users to access Your account.

(ii) You shall ensure that each Authorized User keeps all Credentials strictly confidential, and that Credentials are used only by the applicable Authorized User and not used by or disclosed to any other person including any other Authorized User. We may rely on any activity on the Platform conducted through use of Credentials as being authorized activity of You. If there is a change in the eligibility of any Authorized User to access the Platform on Your behalf (including where the Authorized User has ceased to be employed or engaged by You), You must promptly (but no later than within three (3) days) de-authorize such individual through the means provided to Your Administrator on the Platform. You must immediately notify Us if You become aware of or reasonably suspect any breach of security or unauthorized use of Your account or any associated Credentials. Upon receipt of the foregoing notice, We may in our sole discretion suspend or disable the applicable Credentials. You shall be responsible for any actions taken on Your behalf that occur prior to such notification.

1. **Subscriber Data.**

(a) In connection with Your use of the Platform, You may provide to the Platform and/or the Platform may collect from You, information, including information relating to You, your camp, and related activity (collectively, "**Subscriber Data**"). You agree that you retain all of Your rights and ownership in the Subscriber Data. You represent that You have sufficient right under applicable law to transmit, store, copy, use and transfer into the Platform all Subscriber Data (including any Personal Information), sent to, from, or stored on the Platform using any Credentials, or otherwise provided by You to Us. You hereby grant Us authorization to access, use, view, store, copy, create derivative works from and delete any Subscriber Data, as necessary to: (i) provide the

Services to you; (ii) operate, maintain, improve, transmit, and develop the Platform; (iii) develop products and services, including summaries, reports and analytics of Subscriber Data; and (iv) create Transformed Data. You acknowledge that Our own operations and Our use of third parties to operate, maintain, improve, and develop the Platform may result in Subscriber Data being stored or processed on Our servers, which may be located in various countries around the world.

(b) You acknowledge that there are risks inherent in Internet connectivity that could result in the loss of Your privacy and property or disclosure of Your confidential information. Company will implement commercially reasonable measures to maintain the security of Subscriber Data. You will comply with all applicable security and other procedures imposed by or applicable to the network or platform that You use to access and use, and to submit Subscriber Data to, the Platform.

(c) You agree to maintain copies of all Subscriber Data that You provide to Company, as may be necessary to replace Your critical Subscriber Data in the event of loss or damage to such data from any cause.

(d) You acknowledge and agree that, in connection with the provision of the Platform and the associated services: (i) Company will access, copy, host, store, analyze, make derivatives and/or transmit the Subscriber Data, and You hereby grant to Company the right to do any and all of the foregoing in connection with its operation, development, improvement and maintenance of the Platform and the performance of its obligations hereunder; and (ii) Company may retain subcontractors, consultants and other third parties to assist or support Company in operating, developing, improving or maintaining the Platform and/or or providing the associated services, and may disclose Subscriber Data to such third party for use in connection with providing such assistance and support to Company.

(e) Company may use tools, scripts, software, cookies, web beacons and utilities to monitor and administer the Platform, including to operate, maintain, improve, and develop the Platform, to ensure service quality, to evaluate and maintain the Platform and the security thereof, and to evaluate compliance with this Agreement, applicable laws, rules, or regulations. We do not tolerate the piracy of any Company software, and we pursue (both civilly and criminally) those who do so using all legal means available, including public and private surveillance resources. As part of these efforts, Company reserves the right to embed a software security mechanism within the Platform to monitor usage of the Platform to detect and deter violations of, and verify Your compliance with, this Agreement. You agree that Company's monitoring activities will not entitle You to any cause of action or other right with respect to the manner in which Company monitors Your usage of the Platform and enforces, or fails to enforce, this Agreement.

2. Ownership of Platform.

(a) You agree that, as between You and the Company, the Platform, including all software, data and databases, and Platform Data contained therein, and all updates, enhancements or derivatives of the foregoing, all Transformed Data (defined below), all information and data generated, collected or derived by the Platform other than Subscriber Data and all intellectual property rights in the foregoing, are owned by Company, and are protected by copyright and other intellectual property laws and international treaties. Other than the limited access rights granted to You under this Agreement, You do not acquire any rights or ownership interest in the Platform (including any Platform Data), or any other rights thereto, including by implication or estoppel, other than the rights expressly granted, to use the Platform subject to all terms, conditions and restrictions of this Agreement. Company and its licensors and service providers reserve and shall retain their entire right, title and interest in and to the Platform and Platform Data, including all copyrights, trademarks and other intellectual property rights therein or relating thereto.

(b) You acknowledge and agree that, in connection with the provision, operation and improvement of the Platform and the associated services Company will, and You authorize Company to: (i) create aggregated, transformed or derivative data that is derived from activity on the Platform and/or data contained in the Platform, including from Your Subscriber Data (defined below); and (ii) collect and create, including through automatic means (including, for example, tools, scripts, software, cookies, web beacons and utilities), information about You or Your Authorized Users' use of the Platform (collectively, (i) and (ii), the "**Transformed Data**"). You agree that Transformed Data is and shall be the exclusive property of Company and is deemed to be Company IP, and nothing herein shall limit Company's use or exploitation thereof for any purpose and without limitation. For the avoidance of doubt, Transformed Data does not include any Personal Information, but may include information that has been de-identified or aggregated.

3. **Operation of Platform.**

(a) Company has the right at all times to continually modify the Platform (including the software applications, analytics, Platform Data, or any other Platform components) as Company may determine in its sole discretion and without notice to You, including to add or remove functionality or Platform Data. Such modifications may be made due to external factors (including changes in law or legal or regulatory guidance, changes to industry practice, market factors, and changes to external costs), internal factors (including product, research, design, or personnel changes, changes to technology, security concerns, or updated cost/benefit analyses) or any combination of the foregoing or other factors. Company does not guarantee that any Platform Data will be made available or will continue to be available on the Platform. Company reserves the right, but has no obligation, to remove, edit, modify, or block any Platform Data, in each case in Company's sole discretion, at any time, without prior notice to You and for any reason (including upon receipt of claims or allegations from third parties or authorities relating to such Platform Data, or if Company is concerned that You may have violated this Agreement).

(b) You acknowledge that the Platform will be delivered as a service, and that We have no delivery obligation and will not deliver copies of any software comprised in or related to the Platform to You, provided that, in order to access the Platform on a personal computer, tablet, mobile phone or other mobile device, You or Your Authorized User may in some cases be required to download an application, applet, browser add-in, mobile application or other program (an "**Application**") that is appropriate for the applicable device. You must download an appropriate version of the Application for each of Your devices, and each such download is licensed for installation on a single device and may not be copied onto any other computer, device or other medium. You may not loan, rent, lease or otherwise transfer the Application to another user. You or Your Authorized User may be required to accept a mobile application user agreement in connection with the download and installation of the Application, pursuant to which the applicable end-user will be granted a limited, revocable, non-exclusive, non-sublicenseable, and non-transferable license to use the Application and the Platform solely for Your internal business purposes, strictly in accordance with this Agreement and any mobile end user agreement. Company (and/or its licensors and service providers) retains title and ownership of the Application and any copies thereof, regardless of the form or media in which or on which the original and other copies may exist. The Application is licensed as a single product, and its component parts may not be separated for use on more than one computer or device.

(c) You are responsible for, and shall provide and install, Your own hardware, telecommunications, and computing environment as necessary or designated by Us from time to time for accessing the Platform. It is anticipated that technology generally, and the Platform specifically, will evolve over time, and You understand that the requirements for such hardware or software may also change from time to time. You are responsible for all connection and line charges, including long distance, data plans, and roaming charges. For the avoidance

of doubt, it is understood that telecommunications systems and connectivity by You to the Internet, and otherwise on Your side of the Internet, are complex and outside of Our control and responsibility, and therefore Our obligation to make the Platform accessible shall be limited to providing an operational system that is accessible via a computer remote from the server via the Internet, and shall be deemed satisfied if such a computer is able to access the Platform with the Credentials provided to You, regardless of whether You experience connection difficulties.

4. **Personal Information**

(a) You agree that it is the expectation of Company, and you agree, that other than profile information of Authorized Users You will not include within the Subscriber Data any Personal Information. Subject to the terms of this Agreement, any Personal Information that You provide or which Company collects from Subscriber (or its Authorized Users) will be held and maintained in accordance with Company's [Privacy Policy](#). Our Privacy Policy may be changed from time to time, and in the event of such change we will post a notice on the Platform. Any modified Privacy Policy will be applicable to all Personal Information then held by Company, including Personal Information collected prior to the modification. If You do not agree to any modified Privacy Policy, You should terminate Your use of the Platform and all associated services and Applications.

(b) Notwithstanding anything the contrary herein, Company hereby agrees that with respect to any Personal Information that Company collects from Subscriber (or its Authorized Users) or processes on behalf of a Subscriber, Company is a service provider and a data processor acting on behalf of Subscriber, and Company agrees that it will: (i) not retain, use, disclose and otherwise process such Personal Information other than for the purpose of performing the Services; (ii) not sell or otherwise disclose such Personal Information for a commercial purpose other than providing the Services except as permitted by applicable law; in the case of each of (i) and (ii) except as permitted under applicable law. For purposes of the California Consumer Privacy Act of 2018 (Cal. Civ. Code §§ 1798.100 - 1798.199) ("**CCPA**"), references in this [Section 8\(b\)](#) to "service provider," "sell" and "commercial purpose" have the meanings specified in the CCPA, and Subscriber is the "Business" as such term is defined in the CCPA.

5. **Suspension of Services.**

(a) We have the right to take appropriate action to address risks to the Platform, including any data or other content therein. Without limiting the foregoing, in the event of a severe or imminent threat to the Platform, We may immediately suspend Your right to access or use any portion or all of the Platform and related services if: (i) We reasonably believe that the Platform is being used in violation of the associated agreements or applicable law; (ii) in Our determination, Your use of the Platform interferes with the normal operations of the Platform or other Participants, or creates any threat to the security of the Platform or the content of any other subscriber; (iii) We become aware of what We, in our sole discretion, deem a credible claim that the Platform infringes upon the intellectual property rights of a third party; or (iv) We are required to do so by law. We will not be liable for any claims or damages of any kind arising out of a suspension under this [Section 9\(a\)](#). We may maintain a suspension for as long as reasonably necessary to address severe, imminent risks to the Platform or any subscriber content. Our right to suspend under this [Section 9\(a\)](#) is in addition to Our right to terminate pursuant to [Section 12](#) herein.

6. **Updates.**

(a) Company may from time to time in its sole discretion develop and provide Platform updates, which may include bug fixes, patches and other error corrections, upgrades and/or new features (collectively, including related documentation, "**Updates**"). Updates also may modify or delete in their entirety certain features and

functionality. You agree that Company has no obligation to provide any Updates or to continue to provide or enable any particular features or functionality. You further agree that all Updates will be deemed part of the Platform and be subject to all terms and conditions of this Agreement.

7. Termination.

(a) Without prejudice to any other rights or remedies at law or in equity, Company may terminate this Agreement and Your right to access and use the Platform, without notice and without any obligations to You, if: (i) You fail to comply with the terms and conditions of this Agreement; or (ii) if Company ceases to provide or operate the Platform.

(b) You may terminate this Agreement at any time by closing Your account.

(c) Either party may terminate this Agreement immediately with written notice to the other party in the event that the other party becomes subject to any bankruptcy or insolvency proceeding under federal or state statute.

(d) Upon termination or expiration of this Agreement: (i) all rights granted to You under this Agreement will also terminate; (ii) You must cease all access to and use of the Platform (including by all of Your Authorized Users); and (iii) You must uninstall and delete all copies of any Applications installed on your Device(s) or otherwise held by You. The following provisions will survive termination or expiration of this Agreement: 3 (Use Restrictions), 5 (Subscriber Data), 6 (Ownership of Platform), 8 (Personal Information), 11(Termination), 12 (Disclaimers of Warranties; Limitation of Liability; Indemnification), 14 (Governing Law and Venue) and 15 (General Provisions).

(e) Upon Your written request to Company made within sixty (60) days of expiration or termination of this Agreement, Company will use commercially reasonable efforts to deliver to You (or provide You a means to download) a copy of Your Subscriber Data, in a commercially-available file format. Company has no obligation to maintain any data on Your behalf after such sixty (60) day period.

8. DISCLAIMERS OF WARRANTIES; LIMITATIONS OF LIABILITY; INDEMNITIES.

(a) THE PLATFORM, THE PLATFORM DATA, APPLICATIONS AND SERVICES PROVIDED THEREON, ARE PROVIDED "AS IS" AND COMPANY (ON BEHALF OF ITSELF AND ITS AFFILIATES, VENDORS, LICENSORS AND SERVICE PROVIDERS) HEREBY EXPRESSLY DISCLAIMS TO THE FULLEST EXTENT PERMITTED BY LAW ALL WARRANTIES, EXPRESS OR IMPLIED, ON THE PLATFORM AND CONTENT FURNISHED IN CONNECTION THEREWITH, INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NONINFRINGEMENT, SUITABILITY, ACCURACY OF DATA OR SYSTEM INTEGRATION, INTEGRITY, UPTIME AND/OR AVAILABILITY, OR ANY WARRANTIES ARISING BY STATUTE OR OTHERWISE IN LAW, OR FROM A COURSE OF DEALING, PERFORMANCE, USAGE OR TRADE PRACTICE. COMPANY (ON BEHALF OF ITSELF AND ITS AFFILIATES, VENDORS, LICENSORS AND SERVICE PROVIDERS) DOES NOT WARRANT THAT THE FUNCTIONS CONTAINED IN THE PLATFORM, CONTENT AND SERVICES WILL MEET YOUR REQUIREMENTS OR ACHIEVE ANY INTENDED RESULTS, BE COMPATIBLE OR WORK WITH ANY OTHER SOFTWARE, APPLICATIONS, SYSTEMS OR SERVICES, MEET ANY PERFORMANCE OR RELIABILITY STANDARDS OR BE ERROR FREE OR THAT ANY ERRORS OR DEFECTS CAN OR WILL BE CORRECTED, OR THAT THE OPERATION THEREOF WILL BE SECURE, UNINTERRUPTED, FREE FROM BUGS, VIRUSES OR ERRORS OR OTHER PROGRAM LIMITATIONS. YOU ACKNOWLEDGE AND AGREE THAT YOUR USE AND ANY RELIANCE UPON THE PLATFORM, CONTENT AND SERVICES IS AT YOUR OWN RISK.

(b) REGARDLESS OF WHETHER ANY REMEDY SET FORTH HEREIN FAILS OF ITS ESSENTIAL PURPOSE OR OTHERWISE, YOU AGREE THAT COMPANY, ITS AFFILIATES, VENDORS, LICENSORS AND SERVICE PROVIDERS, SHALL NOT BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY LIABILITY FOR: (i) PERSONAL INJURY OR PROPERTY DAMAGE; (ii) ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, PUNITIVE, OR SPECIAL DAMAGES OF ANY NATURE, WHETHER FORESEEABLE OR NOT, INCLUDING DAMAGES FOR LOST PROFITS, LOST REVENUES, LOST SAVINGS, LOSS OR DESTRUCTION OF DATA, COMPUTER FAILURE OR MALFUNCTION, BUSINESS INTERRUPTION, COSTS OF COVER, LOSS OF USE, LOSS OF GOODWILL OR ANY OTHER LOSS, OR FOR EXEMPLARY DAMAGES; (iii) OR DIRECT DAMAGES IN AMOUNTS THAT IN THE AGGREGATE EXCEED THE AMOUNT, IF ANY, ACTUALLY PAID BY YOU FOR THE PLATFORM; IN EACH CASE WHETHER RESULTING FROM YOUR USE OR INABILITY TO USE THE PLATFORM, CONTENT OR SERVICES, OR FOR DAMAGES RESULTING FROM OR RELATING TO CLAIMS BROUGHT AGAINST YOU BY THIRD PARTIES OR OTHERWISE, EVEN IF COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, COMPANY (ON BEHALF OF ITSELF AND ITS AFFILIATES, VENDORS, LICENSORS AND SERVICE PROVIDERS) DISCLAIMS ANY LIABILITY FOR PRODUCT LIABILITY AS A CONSEQUENCE OF LOSS OR DAMAGE TO PROPERTY WHICH, IN VIEW OF ITS NATURE, IS NORMALLY INTENDED FOR COMMERCIAL USE. THESE LIMITATIONS OF COMPANY'S (AND ITS AFFILIATES', VENDORS', LICENSORS' AND SERVICE PROVIDERS') LIABILITY WILL APPLY REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT OR OTHERWISE. ANY ACTION AGAINST COMPANY MUST BE BROUGHT WITHIN TWELVE (12) MONTHS AFTER THE CAUSE OF ACTION ACCRUES. SOME JURISDICTIONS DO NOT ALLOW CERTAIN LIMITATIONS OF LIABILITY SO SOME OR ALL OF THE ABOVE LIMITATIONS OF LIABILITY MAY NOT APPLY TO YOU. IN NO EVENT SHALL OUR TOTAL LIABILITY TO YOU OR ANY THIRD PARTY FOR ANY REASON IN CONNECTION WITH THIS AGREEMENT EXCEED THE AMOUNT ACTUALLY PAID BY YOU TO US FOR USE OF THE PLATFORM IN THE SIX (6) MONTH PERIOD IMMEDIATELY PRIOR TO THE EVENT GIVING RISE TO THE CLAIM.

(c) You agree to indemnify, defend and hold harmless Company and its officers, directors, employees, agents, affiliates, successors and assigns from and against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including reasonable attorneys' fees, arising from or relating to Your use of the Platform or Your breach of this Agreement. Furthermore, You agree that Company assumes no responsibility for the Platform Data You submit or make available through the Platform.

9. Compliance With Law.

(a) You shall use the Platform and Platform Data in full compliance with all applicable laws and regulations, including all laws and regulations applying to privacy and personal information.

(b) The Platform may be subject to U.S. export control laws, including the U.S. Export Administration Act and its associated regulations. You shall not, directly or indirectly, export, re-export or release the Platform to, or make the Platform accessible from, any jurisdiction or country to which export, re-export or release is prohibited by law, rule or regulation. You shall comply with all applicable federal laws, regulations and rules, and complete all required undertakings (including obtaining any necessary export license or other governmental approval), prior to exporting, re-exporting, releasing or otherwise making the Application available outside the U.S.

(c) You represent and warrant that You and/or Your Authorized Users: (i) are not located in a country that is subject to a U.S. government embargo, or that has been designated by the U.S. government as a "terrorist supporting" country; and (ii) are not listed on any U.S. government list of prohibited or restricted parties.

10. **Governing Law and Arbitration.**

(a) The interpretation of this Agreement shall be governed by any applicable federal law, and the laws of New York, without giving effect to any choice or conflict of law provision or rule (whether in New York or any other jurisdiction) that would cause the application of the laws of any other jurisdiction. To the extent that the United Nations Convention on Contracts for the International Sale of Goods (the "Convention") would be applicable to this Agreement or any other dealings or transactions between the parties that are the subject matter of the foregoing, the parties hereby expressly "opt out" of the Convention and expressly state that the Convention is inapplicable to this Agreement and the transactions between the parties that are the subject matter of the foregoing.

(b) Any dispute, controversy, proceeding, or claim arising out of or in connection with or relating to this Agreement shall be resolved by binding confidential arbitration by JAMS pursuant to its Optional Expedited Arbitration Procedures then in effect for JAMS, except as provided herein. The arbitration will be conducted in New York County, New York, unless You and Company agree otherwise. Any judgment on the award rendered by the arbitrator may be entered in any court of competent jurisdiction. Nothing in this section shall be deemed as preventing Company from seeking injunctive or other equitable relief from any court of appropriate jurisdiction as necessary to prevent the actual or threatened infringement, misappropriation, dilution, or violation of our data security, intellectual property rights, or other proprietary rights, or to enforce this arbitration clause. You and Company agree to waive the right to trial by jury. You further agree that any proceedings to resolve any disputes shall be done solely on an individual basis and that You will not seek to have any dispute heard as a class action, a representative action, a collective action, a private attorney-general action, or in any proceeding in which You act or propose to act in a representative capacity. You also agree that no proceeding will be joined, consolidated, or combined with another proceeding without the prior written consent of Company and all parties to any such proceeding.

11. **General Provisions.**

(a) If any provision of this Agreement shall be found to be illegal or unenforceable, then, notwithstanding such illegality or un-enforceability, this Agreement shall remain in full force and effect and such provision shall be deemed to be deleted. Furthermore, if possible to ascertain the intent of the parties, there shall be added a substitute provision as similar in substance as legally possible and the remainder of this Agreement shall not be affected.

(b) This Agreement constitutes the entire agreement between You and Company with respect to the Platform and supersede all prior or contemporaneous understandings and agreements, whether written or oral, with respect to the subject matter of this Agreement.

(c) Any failure or delay by either party in exercising any right or remedy will not constitute a waiver of such right or remedy.

(d) This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns. You may not assign or transfer this Agreement, in whole or part, or any rights or obligations thereunder, without the prior written consent of Company. In the event of any attempted assignment or transfer by You in violation of this Section 16(d), such purported assignment or transfer shall be void and without force or effect. Company may assign its rights and obligations under this Agreement to any of its affiliates, or to an entity other than an affiliate, that acquires all or substantially all of the assets or stock of, merges or consolidates with or into, or acquires a controlling interest in it or any of its affiliates.

(e) Company shall not be liable to You for any delay, failure or inability to perform its obligations under this Agreement, or any losses arising in connection with the foregoing, due to any cause beyond its reasonable control, including utility failures, equipment breakdowns, fires, storms, accidents, acts of God, acts of war, acts of terrorism, labor shortages, telecommunications or Internet failures, or any act or omission by You. You acknowledge that there are risks inherent in maintaining the Subscriber Data in a remote server and software network ("**Cloud-Based**") environment, including the risk of hacking or other unauthorized third party access to the Subscriber Data, and We are not responsible to You for any unauthorized access to Subscriber Data or the unauthorized use of the Platform. You acknowledge that, in order to provide the Platform, Company will use networking and communication infrastructure and services that are not under Company's control (collectively, "**Infrastructure**") and will, from time to time, use the services of third party providers and licensors ("**Third Party Providers**"). Company's ability to provide the Platform will depend on the provision and availability of such Infrastructure and/or services and support by a Third Party Provider, and We are not responsible to You under this Agreement or any supplements thereto for any failure by Us that is directly or indirectly caused by the unavailability or performance of such Infrastructure or Third Party Provider service or support. The services and licenses obtained by Us from any Third Party Provider, and Your use thereof, may be restricted by the terms of such licenses and applicable agreements. We are not responsible to You hereunder for any failure arising from any actions or inactions of a Third Party Provider.

(f) The Section headings in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Agreement. The words "include," "includes," and "including" shall be deemed to be followed by the phrase "without limitation."

Should You have any questions concerning this Agreement, or if You desire to contact Company for any reason, please contact Company at: yrawson96@gmail.com