

TERMS OF SERVICE AGREEMENT

The BUCS Terms of Service Agreement (the “Agreement”) is entered into by BUCS, LLC dba BUCS Analytics (“BUCS”), a Missouri limited liability company and the entity executing this Agreement (“You”). This Agreement governs Your use of the Application (defined below) and associated tools (collectively, the “Service”) with Your Property. BY CLICKING “I ACCEPT” AND COMPLETING THE REGISTRATION PROCESS TO USE THE SERVICE, YOU ACKNOWLEDGE THAT YOU HAVE REVIEWED AND ACCEPT THIS AGREEMENT AND ARE AUTHORIZED TO ACT ON BEHALF OF, AND BIND TO THIS AGREEMENT, THE OWNER OF THIS ACCOUNT. YOU AGREE THAT THESE TERMS ARE ENFORCEABLE LIKE ANY WRITTEN CONTRACT SIGNED BY YOU.

BUCS reserves the right to modify the Terms of Service set forth in this Agreement at any time. BUCS will post any changes to these Terms on the BUCS website and will indicate the date the Terms of Service were last revised. If a revision materially changes Your rights, BUCS will use reasonable efforts to notify You. Your continued use of the Service after any such change constitutes your acceptance of the updated Terms of Service.

In consideration of the foregoing, the parties agree as follows:

1. Definitions.

- a. “**Account**” refers to the account for the Service.
- b. “**Application**” means the any BUCSconnect software and any upgrades or updates, which analyzes Your Data and installer applications used by BUCS to access the Your Data and Your Property to complete the Services.
- c. “**BUCS Property**” means the Application and all Intellectual Property Rights related to the Application and the processes and know-how related to providing the Service.
- d. “**Confidential Information**” means confidential information of a party, including by way of example and not limitation information related to: market share, unpublished patents, patentable ideas, customer information pricing models, current and future marketing ideas and plans, costs, supplier lists, data, data and client lists, product costs, research and testing knowledge and results, trademark information, financial information, competitive analysis, product costs, designs, custom calculations, custom displays specifications, the existence of this Agreement, the nature of the discussions and the relationship between the parties, and information obtained from other persons under Agreements to keep such information confidential, trade secrets and other internal secret and Confidential Information. Confidential Information does not include information that is publicly available or that becomes known to the general public other than as a result of a breach by an obligation of Your receipt of the Confidential Information.
- e. “**Documentation**” means the manuals (including technical manuals) and other standard documentation BUCS makes available with the Application.
- f. “**Statement of Work**” means the agreement between BUCS and You articulating the terms of the relationship between the parties, including fees, services and term.

- g. **“Intellectual Property Right”** means any patent, design right, copyright, trademark, service mark (any other application or registration respecting the foregoing), database right, trade secret, know-how, goodwill, application, code, source code, object code, specifications, all ancillary and interface software, all current and future enhancements, revisions, new releases, upgrades and updates, derivative works, images, photographs, illustrations, graphics, audio and video created by or on behalf of a party and/or other present or future intellectual property right of any type, wherever in the world possible.
- h. **“Personal Information”** means any personally identifiable information or data concerning or relating to a party’s employees, agents, clients or vendors that may be used to uniquely identify or contact such employees, agents, clients or vendors. Personal Information includes the sub-category Personal Sensitive Information (**“PSI”**). PSI is designated Personal Information that requires additional control and protection, and includes credit card numbers, debit card numbers, bank account numbers, social security numbers/social insurance numbers, health information, passwords, security challenge information, driver’s license numbers, unique biometric data and Personal Identification Codes. PSI also includes; and any other information that You may identify in writing as Personal Sensitive Information.
- i. **“Third Party”** means any third party (i) to which You provide access to Your Account or (ii) for which You use the Service to collect information on the third party’s behalf.
- j. **“Your Data”** means any and all information and content that you collect, process or store on Your Property is accessible to BUCS through an Application or provided to BUCS while BUCS performs the Services.
- k. **“Your Property”** means any web page, application, other property or resource under Your control that sends data to BUCS or the Application or any servers controlled by you or another third-party other than BUCS on which Your Data is stored.

2. **Accounts.**

- a. **Account Creation.** You must register with BUCS to use the Application. When You register with BUCS and use the Application, You agree to provide true, accurate, current and complete data about You. You will maintain the accuracy of such information. BUCS may use the information You provided BUCS to contact You from time to time to provide You with important information and required notices in accordance with this Agreement and our Privacy Policy.
- b. **Account Responsibilities.** You are responsible for maintaining the confidentiality of your Account login information and are fully responsible for all activities that occur under your Account. You agree to immediately notify BUCS of any unauthorized use, or suspected unauthorized use of your Account or any other breach of security. BUCS cannot and will not be liable for any loss or damage arising from Your failure to comply with the above requirements. BUCS’s support staff may, from time to time, log into the Application under Your customer password in order to maintain or improve service, including to provide You assistance with technical or billing issues.

3. **Nonexclusive License.**

- a. **License Grant.** Subject to this Agreement, BUCS grants You a limited, personal, nonexclusive, nontransferable, non-sublicenseable, revocable, limited right and license to install and use the Application on a device that You own or control solely as necessary for You to use the Application and Services. This license is valid during the Term. You will not (and You will not allow any third party to) (i) copy, modify, adapt, translate or otherwise create derivative works of the Application or the Documentation; (ii) reverse engineer, decompile, disassemble or otherwise attempt to discover the source code of the Application, except as expressly permitted by the law in effect in the jurisdiction in which You are located; (iii) rent, lease, sell, assign or otherwise transfer rights in or to the Application, the Documentation or the Service; (iv) remove any proprietary notices or labels on the Application or placed by the Service; (v) use, post, transmit or introduce any device, software or routine which interferes or attempts to interfere with the operation of the Service or the Application; or (vi) use data labeled as belonging to a third party in the Service for purposes other than generating, viewing, and downloading reports. Except for the limited rights set forth in this Agreement, BUCS retains all right, title and interest in the BUCS Property.
- b. **Modifications and Updates.** BUCS reserves the right, at any time, to modify, suspend, or discontinue the Application (in whole or in part) with or without notice to You. You agree BUCS will not be liable to You or to any Third Party for any modification, suspension, or discontinuation of the Application or any part thereof. BUCS makes no commitment to update the Application. BUCS will make reasonable efforts to keep the Application operational. However, certain technical difficulties or maintenance may, from time to time, result in temporary interruptions. BUCS reserves the right at any time and from time to time to modify or discontinue, temporarily or permanently, functions and features of the Application with or without notice.
- c. **Proprietary Rights Notice.** Title to the BUCS Property, which includes the Application and all Intellectual Property Rights therein are and will remain the property of BUCS. Except as set forth in this Agreement, neither this Agreement nor any disclosure made hereunder grants any license or usage rights to You under any BUCS Intellectual Property Rights. You will not and You will not allow any Third Party to: (i) copy, modify, adapt, translate or otherwise create derivative works of the Application or Documentation; (ii) reverse engineer, decompile, disassemble or otherwise attempt to discover the source code of the Application, except as expressly permitted by law in effect in the jurisdiction in which You are located; (iii) rent, lease, sell, assign or otherwise transfer rights in or to the Application, the Documentation or the Service; (iv) remove any proprietary notices or labels on the Application or placed by the Service; (v) use, post, transmit or introduce any device, software or routine which interferes or attempts to interfere with the operation of the Services or the Application.

4. **Your Data.**

- a. **Your License Grant.** You grant BUCS a personal, nonexclusive, nontransferable, non-sublicensable, irrevocable, royalty-free and fully paid, worldwide right and license to reproduce, distribute, prepare derivative works of, incorporate into other works, and otherwise use or exploit Your Data, solely for purposes of using Your Data in the Application to complete the Services.
- b. **Ownership of Your Data.** You own any Your Data and Your Property and You are solely responsible for Your Data and Your Property. You assume all risks associated with use of Your Data and Your Property, including any reliance on its accuracy, completeness or usefulness by others. You hereby represent and warrant that Your Data does not violate our Acceptable Use Policy (defined in

Section 4(c)). You alone are responsible for Your Data. You may expose yourself to liability if, for example, Your Data violates the Acceptable Use Policy. BUCS is not obligated to backup any of Your Property, and Your Data may be deleted from the Application at any time without prior notice. You are solely responsible for creating and maintaining your own backup copies of Your Data. BUCS will not share Your Data with any Third Party unless BUCS (i) has Your consent for any of Your Data; (ii) concludes that it is required by law or has a good faith belief that access, preservation or disclosure of Your Data is reasonably necessary to protect the rights, property or safety of BUCS, its users or the public; or (iii) provides Your Data in certain limited circumstances to third parties to carry out tasks on BUCS's behalf (e.g. billing or data storage) with strict restrictions that prevent the data from being used or shared except as directed by BUCS.

c. **Acceptable Use Policy.** The following terms constitute our "Acceptable Use Policy":

- i. You agree not to: (i) upload, transmit, or distribute to or through the Application any computer viruses, worms, or any software intended to damage or alter a computer system or data; (ii) use the Application to harvest, collect, gather or assemble information or data regarding other users, without their consent; (iii) interfere with, disrupt, or create an undue burden on servers or networks connected to the Application, or violate the regulations, policies or procedures of such networks; (iv) attempt to gain unauthorized access to the Application (or to other computer systems or networks connected to or used together with the Application), whether through password mining or any other means.
- ii. Your Data is subject to BUCS' Privacy Policy and this Agreement, as each may be amended from time to time.

d. **Enforcement.** BUCS reserves the right (but has no obligation) to review any of Your Data on the Application, and to investigate and/or take appropriate action against You in our sole discretion if You violate the Acceptable Use Policy or any other provision of these Agreement or otherwise create liability for BUCS. Such action may include terminating Your Account, and/or reporting You to law enforcement authorities.

e. **Feedback.** If You provide BUCS with any feedback or suggestions regarding the Application ("**Feedback**"), You hereby assign to BUCS all rights in such Feedback and agree BUCS shall have the right to use and fully exploit such Feedback and related information in any manner it deems appropriate. BUCS will treat any Feedback You provide to BUCS as non-confidential and non-proprietary. You agree that You will not submit to BUCS any information or ideas that You consider to be confidential or proprietary.

5. **Fees.** You agree to pay all fees or charges to your account for the Services in accordance with the Statement of Work. BUCS reserves the right at any time to change its prices and billing methods, either immediately or by e-mail delivery to You.

6. **Term and Termination.**

a. This Agreement is effective the day You create an Account ("**Start Date**") and continues as set forth in any Statement of Work unless terminated according to this Section 6 (the "**Term**"). This Agreement may be terminated as set forth in a Statement of Work; provided that, BUCS may terminate the Services if You fail to comply with any term(s) of this Agreement or if You use the

Application for any illegal conduct. BUCS reserves the right to terminate this Agreement or suspend your account at any with 30 days' notice.

- b. **Effect of Termination.** Upon the effective date of the termination, all legal rights and licenses granted to You hereunder shall terminate immediately and You shall cease all use of the Application. Except as expressly granted herein, You shall not be entitled to any refund on any portion of any fees or other charges paid in connection with this Agreement. You shall continue to be responsible for any payments owed until such termination is effective (See Termination for Convenience). If BUCS terminates this Agreement or suspends your account for any reason set out in this section, BUCS shall have no liability or responsibility to you, and BUCS will not refund any amounts that You previously paid. Upon termination of this Agreement, BUCS may, in its sole discretion delete any of Your Data.

7. **Other Users, Release.**

- a. **Other Users.** You are solely responsible for any and all of Your Data and Your Property. Because we do not control Your Data or Your Property, You acknowledge and agree BUCS is not responsible for any of Your Data or Your Property, whether provided by You or by others. BUCS makes no guarantees regarding the accuracy, currency, suitability, or quality of any of Your Data.
- b. **Release.** You hereby release and forever discharge BUCS (and our members, directors officers, employees, agents, successors, and assigns) from, and hereby waive and relinquish, each and every past, present and future dispute, claim, controversy, demand, right, obligation, liability, action and cause of action of every kind and nature (including personal injuries, death, and property damage), that has arisen or arises directly or indirectly out of, or that relates directly or indirectly to, the Application (including any interactions with, or act or omission of, other Application users). IF YOU ARE A CALIFORNIA RESIDENT, YOU HEREBY WAIVE CALIFORNIA CIVIL CODE SECTION 1542 IN CONNECTION WITH THE FOREGOING, WHICH STATES: "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR."

8. **Data Protection, Confidentiality.**

- a. **Data Privacy for PSI.** Without limiting any prohibitions or obligations regarding the treatment of Personal Information, at all times during and after the Term of this Agreement, BUCS shall use, handle, collect, maintain, and safeguard all Personal Information in accordance with the Privacy Policy and consistent with the requirements articulated in this Agreement, United States federal, provincial, and state privacy laws, regulations and rules (collectively, "**Privacy Rules**") which may be in effect during the Term of this Agreement as it concerns the subject matter of this Agreement. BUCS further acknowledges it alone is responsible for understanding and complying with its obligations under the Privacy Rules. If the PSI includes any credit card or bank card information, BUCS shall be responsible for complying with all applicable information security practices promulgated by the applicable federal, provincial, state, and municipal laws, regulations, and statutes pertaining to the acquisition, handling, and disposition of all such credit card information, and also by industry associations, including, but not limited to, the applicable standards of the Payment Card Industry Data Security Standard.

- b. **Privacy Policy.** BUCS is committed to helping You safeguard Your privacy online. Review our Privacy Policy for details about how BUCS collects, uses and discloses information connected with the Application at <https://bucsanalytics.com/privacy-policy>. BUCS may modify its Privacy Policy from time to time at its discretion or to comply with Privacy Rules.
- c. **Confidentiality.** Neither party will use or disclose the other party's Confidential Information without the other's prior written consent except for the purpose of performing its obligations under this Agreement, providing services under the Statement of Work, or if required by law, regulation or court order; in which case, the party being compelled to disclose Confidential Information will give the other party as much notice as is reasonably practicable prior to disclosing the Confidential Information.

9. Your Representations to BUCS. You represent and warrant that:

- a. You have the authority to bind Yourself to this Agreement;
- b. You provided and will maintain accurate, complete and current registration information with BUCS, and will promptly provide updated information to BUCS in the event such information changes;
- c. Your use of the Application will be solely for purposes that are permitted by this Agreement; and agree not to use the Application in a manner not covered by this Agreement;
- d. You agree not to infringe upon any Third Party's intellectual property rights in using the Application;
- e. Your use of the Application will comply with all local, state and federal laws, rules, and regulations.

10. Indemnity.

- a. **By Client.** Client agrees to defend and indemnify BUCS and its directors, officers, employees, agents, successors and assigns against any loss or expense, including reasonable third-party attorneys' fees and third-party costs, BUCS may sustain as the result of any claim, suit or proceeding brought or threatened against BUCS arising out of a breach of this Agreement, and any third-party claims.
- b. **Indemnification Procedure.** The indemnities set forth in this Agreement are conditioned on the following: (i) the party claiming indemnification (the "Indemnitee") will promptly notify the indemnifying party (the "Indemnitor") of any matters in respect of which it seeks to be indemnified, and will give the Indemnitor full cooperation and opportunity to control the response thereto and the defense thereof, including without limitation any settlement thereof, (ii) the Indemnitor will have no obligation for any claim under this Agreement if the Indemnitee makes any admission, settlement or other communication regarding such claim without the prior written consent of the Indemnitor, which consent will not be unreasonably withheld, and (iii) the Indemnitee's failure to promptly give notice to the Indemnitor will affect the Indemnitor's obligation to indemnify the Indemnitee only to the extent the Indemnitor's rights are materially

prejudiced by such failure. The Indemnitee may participate, at its own expense, in such defense and in any settlement discussions directly or through counsel of its choice.

11. Disclaimers of Warranty; Liability.

- a. **Accuracy of Information.** BUCS does not guarantee the accuracy or the correctness of the material generated on the Application because the Application's calculations and materials are based in part, on information input by You, Your Data and Your use of the most current version of the Application. Therefore, the materials appearing on Application could include technical, typographical, or photographic errors. BUCS does not make any sort of warranty or guarantee to the accuracy, suitability, completeness, or reliability of the Application. If You become aware of any such malfunctioning, kindly inform us, so that we can make arrangements to correct the flaws for the benefits of other Application users.
- b. **Disclaimer of Warranties and Indemnification.** BUCS DOES NOT WARRANT THAT YOUR USE OF THE APPLICATION WILL BE UNINTERRUPTED OR ERROR FREE, NOR DOES BUCS MAKE ANY WARRANTY AS TO THE ACCURACY OF ANY DATA OR AS TO ANY RESULTS THAT MAY BE OBTAINED BY USE OF THE APPLICATION. BUCS PROVIDES THE APPLICATION "AS IS" WITHOUT WARRANTY OF ANY KIND, WHETHER EXPRESS OR IMPLIED. BUCS MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR APPLICATION, ARISING BY VIRTUE OF CUSTOM OF TRADE OR COURSE OF DEALING, TITLE, NON-INFRINGEMENT OR TIMELINESS, IN RELATION TO THE APPLICATION OR YOUR PROPERTY. YOU ARE SOLELY RESPONSIBLE FOR ANY AND ALL ACTS OR OMISSIONS TAKEN IN RELIANCE ON THE APPLICATION OR ANY INFORMATION THEREIN, INCLUDING, WITHOUT LIMITATION, INACCURATE OR INCOMPLETE INFORMATION. ANY IMPLIED WARRANTIES THAT CANNOT BE DISCLAIMED ARE LIMITED TO THE SHORTEST PERIOD PERMITTED BY APPLICABLE LAW. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, SO THE ABOVE EXCLUSIONS MAY NOT APPLY, AND OTHER LEGAL RIGHTS MAY BE GRANTED IN SUCH JURISDICTIONS.
- c. **Limitation of Liability.** IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER OR ANY THIRD-PARTY IN CONTRACT, TORT OR OTHERWISE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING, WITHOUT LIMITATION, PUNITIVE OR ECONOMIC DAMAGES OR LOST PROFITS, REGARDLESS OF WHETHER EITHER PARTY WILL BE ADVISED, WILL HAVE OTHER REASON TO KNOW OR IN FACT WILL KNOW OF THE POSSIBILITY. EXCEPT FOR THIRD-PARTY INFRINGEMENT CLAIMS SUBJECT TO BUCS' INDEMNIFICATION OBLIGATION, THE MAXIMUM AGGREGATE LIABILITY OF EITHER PARTY TO THE OTHER UNDER THIS AGREEMENT WILL BE LIMITED TO THE AMOUNTS BUCS ACTUALLY RECEIVES FROM CLIENT OVER THE SIX (6)-MONTH PERIOD PRIOR TO THE WHEN THE CLAIM AROSE.
- d. **Third Party Liability.** YOU SPECIFICALLY ACKNOWLEDGE AND AGREE BUCS SHALL NOT BE LIABLE FOR ILLEGAL CONDUCT OF ANY THIRD PARTY AND THAT THE RISK OF HARM OR DAMAGE FROM THE FOREGOING IS BORNE SOLELY BY YOU. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY, AND OTHER LEGAL RIGHTS MAY BE GRANTED IN SUCH JURISDICTIONS.

- e. **Limit on Claims.** No action, regardless of form, whether in court or through arbitration, arising out of any transaction under this Agreement, may be brought by You more than one year after You have knowledge of the occurrence which gives rise to the cause of such action.

12. **Miscellaneous Provisions.**

- a. **Survival.** All sections that may be reasonably interpreted to or are intended to survive this Agreement will survive this Agreement.
- b. **Governing Law.** This Agreement shall be governed by the laws of the State of Missouri in the United States without regard to conflicts of laws principles. All parties to and disputes arising out of this Agreement shall be subject to the exclusive jurisdiction of the state and federal courts located in or serving Kansas City, Missouri or Jackson County, Missouri.
- c. **Entire Agreement.** This Agreement is the complete and exclusive statement of the Agreement between BUCS and You and supersedes all proposals, representations or prior agreements, oral or written, and any other communications between BUCS and You relating to the subject matter of this Agreement.
- d. **Severability.** You agree that the terms and conditions stated in this Agreement are severable. If any paragraph, provision, or clause in this Agreement shall be found or be held to be invalid or unenforceable in any jurisdiction, the remainder of this Agreement shall be valid and enforceable.
- e. **Assignment and Transfer.** BUCS may assign, transfer, or sell this Agreement, in whole or in part, at any time without notice to You. You may not assign this Agreement or any part of it or any rights to use the Application, in whole or in part, either temporarily or permanently, to any other party.
- f. **Attorney's Fees.** If any action in law or in equity or arbitration is necessary to enforce the terms of this Agreement, the prevailing party will be entitled to reasonable fees of attorneys, accountants, and other professionals, and costs and expenses in addition to any other relief to which such prevailing party may be entitled.
- g. **Force Majeure.** Neither party shall be responsible or liable for failure to fulfill its obligations under this Agreement (except for payment of any fees) due to any major unforeseeable event beyond the control of, and not caused by the fault or negligence of, such party or its agents, including, without limitation, an act of God, fire, earthquake, flood, explosion, action of the elements, war, invasion, terrorism, insurrection, riot, mob violence, sabotage, inability to procure equipment, facilities, materials or supplies in the open market, failure of power, failure of transportation, failure of telecommunications systems or infrastructure, strike, lockout, action of labor unions, condemnation, requisition, law or order of government, civil or military authorities, pandemic; provided that the party failing to perform in such event shall promptly resume or remedy, as the case may be, the performance of its obligations hereunder as soon as practicable.
- h. **Amendment.** BUCS reserves the right to modify or amend this agreement on a continual basis without notice for each update. Your continued use of the Application following the posting of changes to the Agreement means You accept those changes.

- i. **Mutual Non-Solicitation.** Except as otherwise expressly agreed to by a Party in writing, during the term of this Agreement and for a period of one (1) year following its termination or expiration, the Parties agree not to directly or indirectly or through third parties solicit or hire any of the other Party's (including its Affiliates') current or previous key personnel, or senior employees, or senior consultants, or anyone from BUCS who performed Services under this Agreement unless a period of twelve months has elapsed from the last date that the employee or consultant performed Services under this Agreement.
- j. **Publicity.** Absent the other Party's prior written refusal which may be made at the Party's reasonable discretion, either Party may communicate or publicize the existence of any business relationship established by this Agreement.
- k. **Independent Contractor.** BUCS is an independent contractor and no partnership, joint venture, or agency relationship exists between BUCS and You.
- l. **United States Only.** All materials on this Application are provided solely for the purpose of promoting our operations and services in the United States and its territories. BUCS makes no representation that the materials on the Application are appropriate or available for use in other locations. If despite these conditions, You use the Application from outside the United States, You are solely responsible for compliance with any applicable local laws.
- m. **Export.** The Application may be subject to U.S. export control laws and may be subject to export or import regulations in other countries. You agree not to export, reexport, or transfer, directly or indirectly, any U.S. technical data acquired from BUCS, or any products utilizing such data, in violation of the United States export laws or regulations.
- n. **Notices.** Any notices to BUCS must be sent to: BUCS, LLC 601 E 63rd Street, #210, Kansas City, Missouri 64110, via first class or air mail or overnight courier, and are deemed given upon receipt.
- o. **Waiver.** A waiver of default is not a waiver of any subsequent default.