

Customer Terms of Service Agreement

Last Updated: July 20, 2022

Thank you for using the website and services offered by ROBAL Tech, LLC (together with its subsidiaries and other affiliates, “ROBAL”, “we”, “us”, “our”), which provide certain human resource, financial, and information technology services and related services, including but not limited to: information management, device management, and other services that may be added to ROBAL’s website and service offerings from time to time (ROBAL’s website, services, and any related software, mobile applications and other applications, are referred to collectively, herein as the “**ROBAL Services**”). The specific ROBAL Services you order will be set forth in any applicable ROBAL Service Agreement(s) (including any online form) issued by ROBAL specifying the ROBAL Services to be provided hereunder (“**Order Forms**”). To be eligible to register for a ROBAL account and use any ROBAL Services, you must review and accept the terms of this Agreement by executing the applicable Order Form provided by us and/or checking on the “I Agree” button or other mechanism provided. Your authorization to access and use any ROBAL Services is conditioned on your acceptance of and compliance with the terms of this Agreement.

PLEASE REVIEW THIS AGREEMENT CAREFULLY. BY ACCEPTING THIS AGREEMENT OR USING ANY OF THE ROBAL SERVICES, YOU AGREE TO THESE TERMS AND CONDITIONS WITH ROBAL AND TO THE COLLECTION AND USE OF YOUR INFORMATION AS SET FORTH IN THE ROBAL SERVICES AGREEMENT AND ROBAL PRIVACY POLICY, WHICH ARE PART OF THIS AGREEMENT.

Your account registration constitutes an acknowledgement that you are able to electronically receive, download, and print this Agreement, and that you consent to do business electronically. This Agreement applies to all Customers of the ROBAL Services, including, as applicable, administrators or employees authorized to act on behalf of an entity or other organization with respect to the ROBAL Services (collectively, “**Customers**”). If you are registering for a ROBAL account or using the ROBAL Services on behalf of an entity or other organization, references to “**you**” are to such entity or organization and you are agreeing to this Agreement for that entity or organization and representing to ROBAL that you have the authority to bind that entity or organization to this Agreement (the term “**Customer**” will also refer to that entity or organization).

THIS AGREEMENT CONTAINS AN AGREEMENT TO ARBITRATE, WHICH REQUIRES, AMONG OTHER THINGS, THAT DISPUTES RELATING TO THIS AGREEMENT, YOUR ACCOUNT OR THE ROBAL SERVICES MUST BE RESOLVED BY BINDING ARBITRATION AND ON AN INDIVIDUAL BASIS ONLY.

1. ROBAL Services.

1.1 Provision of ROBAL Services; Core Services.

(a) *Provision of ROBAL Services.* ROBAL makes the ROBAL Services available pursuant to this Agreement, and any applicable Order Form, the ROBAL Privacy Policy, and/or any supplemental policies or terms referenced herein or which ROBAL may present you for review and acceptance at the time you subscribe to the applicable ROBAL Service (collectively, “Supplemental Terms”), all of which are hereby incorporated into and form a part of this Agreement. In the event of conflict between the provisions of this Agreement and any Supplemental Terms, the Supplemental Terms will control, and in the event of conflict between

the provisions of the ROBAL Privacy Policy and the ROBAL Service Agreement, the ROBAL Service Agreement will control.

(b) *Core Services*. ROBAL may make certain Core Services available through its platform, including (i) employee onboarding and offboarding services, (ii) sample documents and policies (“**Templates**”), (iii) a platform that third parties may use to develop and provide applications, services, websites or software that complement your use of the ROBAL Services (each, a “**Third Party Product**”), and (iii) other workplace features, as may be developed by ROBAL from time to time (“**Core Services**”). You acknowledge that Templates and other provided materials constitute “**ROBAL Content**” and are incorporated into the ROBAL Services. ROBAL may expressly permit you to modify or edit certain Templates, which, once modified, become “**Modified Content**”. ROBAL grants Customer a limited, revocable, non-sublicensable license to use, reproduce, copy, and distribute ROBAL Content contained within the Modified Content, solely for Customer’s internal business purposes, subject to Customer’s compliance with the terms of this Agreement, including payment terms herein.

1.2 Additional Services. ROBAL may make certain additional services available through its platform as may be developed from time to time. Any services resold through the ROBAL platform will be subject to the terms of service of the third-party provider.

1.3 No Professional Advice. You acknowledge that ROBAL is not a lawyer, accountant, or other professional services provider, and accordingly, does not provide legal, financial, benefits, tax, IT, compliance, or other professional advice. Any information provided by the ROBAL Services is intended for your general use only, including with respect to any Templates available within the platform, and does not constitute legal or professional advice. You understand that you are responsible for any actions taken based upon information received from ROBAL, and where professional advice is needed, that you should seek independent professional advice from a person who is licensed or qualified in the applicable area.

1.4 Eligibility and Jurisdiction. The ROBAL Services are only available for persons in those jurisdictions in which they may legally be sold. Nothing on the ROBAL Services shall be considered a solicitation to buy or an offer to sell anything to any person in any jurisdiction in which such offer, solicitation, purchase or sale would be unlawful. The technology and software underlying the Service or distributed in connection therewith and the transmission of any applicable data, (the “Software”) is subject to United States export controls (the “**Software**”). No such Software or data may be downloaded from the ROBAL Services or otherwise exported or re-exported in violation of U.S. export laws. Downloading or using such Software or data is at your sole risk. Recognizing the global nature of the Internet, you agree to comply with all local rules and laws regarding your use of the ROBAL Services, including as it concerns online conduct and acceptable content. ROBAL hereby disclaims any and all liability with respect to any use of the ROBAL Services outside of the terms of this Agreement.

1.5 User Limitations. The ROBAL Services may only be accessed and used by individual employees or contractors at a company (“**Users**”) who are at least thirteen (13) years of age and otherwise not barred from using the Services under applicable law. You are responsible for ensuring that any user that you allow to access the ROBAL Services is authorized to do so by law, and that such individual’s use of the ROBAL Services complies with all wage and hour laws, employment laws, and any other applicable laws and regulations.

1.6 Mobile Services. The ROBAL Services include certain services that are available via a mobile device, including (i) the ability to upload content to the ROBAL Services, (ii) the ability to browse the ROBAL Services and other websites, and (iii) the ability to access certain features

(collectively, the “**Mobile Services**”). To the extent you access the ROBAL Services through a mobile device, your wireless service carrier’s standard charges, data rates and other fees may apply. In addition, downloading, installing, or using certain Mobile Services may be prohibited or restricted by your carrier, and not all Mobile Services may work with all carriers or devices. By using the Mobile Services, you agree that we may communicate with you regarding Customer and other entities by SMS, MMS, text message or other electronic means to your mobile device and that certain information about your usage of the Mobile Services may be communicated to us. In the event you change or deactivate your mobile telephone number, you agree to promptly update your Customer account information to ensure that your messages are not sent to the person that acquires your old number.

2. Customer Responsibilities.

2.1 Consent to Electronic Delivery; Electronic Signature.

(a) *Electronic Signature.* When you execute documents using the e-signature tools set forth in the ROBAL platform (“**E-Sign Service**”), you consent to electronically sign such documents, including employment-related documents, and agree that your electronic signature (“**Electronic Signature**”) is the legal equivalent of your manual or handwritten signature. By selecting an “I Accept” button or otherwise placing an Electronic Signature on a document while in your ROBAL Account, you expressly affirm that: (i) you are able to access and view the relevant document that you are electronically signing, (ii) you consent to conduct business electronically with respect to the transaction contemplated by the document, (iii) you agree to the use of an Electronic Signature for the document, and (iv) you are authorized to enter into the relevant agreement, and be bound by its terms. You further agree that no certification authority or other third party verification is necessary to validate your Electronic Signature, and that the lack of such certification or third party verification will not in any way affect the enforceability of your Electronic Signature or any resulting agreement.

(b) *Electronic Delivery.* You agree that ROBAL may electronically deliver Service-related documents and/or disclosures to you (including for any persons whom you are the legal guardian), as applicable. You also authorize ROBAL to receive such Service-related documents and/or disclosure electronically on your behalf, and agree to be notified of such notices electronically. ROBAL may provide electronic delivery via email to the email address provided by you in the ROBAL platform or by reference to a location on the ROBAL platform to which you have access. If you are using the ROBAL Services on behalf of a Customer and/or its employees and contractors, you represent that you have affirmative consent from your employees and/or contractors of such company to receive electronic disclosures from ROBAL through the ROBAL Services.

(c) *Withdrawing Consent.* As a Customer, you acknowledge that ROBAL relies on electronic communications as a core component of its services; accordingly, if you are using the ROBAL Services on behalf of a Customer and/or its employees and contractors and withdraw electronic consent for such Customer and/or its employees and contractors, ROBAL may no longer be able to provide the ROBAL Services to you, and may terminate Customer’s use of the ROBAL Services in whole or in part.

(d) *Enforceability.* You acknowledge that, under applicable laws, some documents require a manual or handwritten signature, and that it is your responsibility to determine whether a document requires a manual or handwritten signature. You understand that you are solely responsible with respect to the content, validity, or enforceability of any document, and that

ROBAL makes no representations or warranties regarding the validity or enforceability of your documents signed using the E-Sign Service.

2.2 Accuracy of Customer Information. All ROBAL Services will be based upon information provided to ROBAL by you or third party services from which you may elect to import your information (including proof of federal, state and local tax identification numbers, leave policies and other employment practices) (“**User Representations**”). **You must review all User Representations and ensure such information is accurate, complete, and timely. You acknowledge that ROBAL is entitled to rely conclusively on all User Representations and that ROBAL does not have any obligation to verify, correct, or otherwise ensure the accuracy or quality of the User Representations.** You further acknowledge that ROBAL bears no responsibility for and shall not have any liability for errors, omissions, penalties, fines, missed payments, judgments, incorrect coverage, or any other losses incurred that result from inaccurate, incomplete, or untimely User Representations.

2.3 User Data. With respect to any information which you provide through the ROBAL Services and that ROBAL hosts (collectively, the “**User Data**”), including Account Information and Materials (each as defined herein), you represent and warrant that you have the necessary rights, licenses, consents, permissions, waivers and releases to use, make available and distribute the User Data in connection with your use of the ROBAL Services. Without limiting the foregoing, in the event that you request that ROBAL provide any User Data (including employee and contractor information) to any third party or to any non-U.S. Customer location, you represent that you have acquired any consents or provided any notices required to transfer such content or information and that such transfer does not violate any applicable laws. By providing any User Data to ROBAL, you hereby grant and will grant ROBAL and its affiliated companies a nonexclusive, worldwide, royalty free, fully paid up, transferable, sublicensable, license to copy, display, upload, perform, distribute, store, modify and otherwise use your User Data to perform the ROBAL Services, including as set forth in this Agreement, ROBAL’s Privacy Policy, and ROBAL’s Data Protection Addendum. You acknowledge and agree that ROBAL may preserve User Data and may also disclose User Data if required to do so by law or in the good faith belief that such preservation or disclosure is reasonably necessary to: (i) comply with legal process, applicable laws or government requests; (ii) enforce this Agreement; (iii) respond to claims that any content violates the rights of third parties; or (iv) protect the rights, property, or personal safety of ROBAL, its users and the public. You understand that the technical processing and transmission of the ROBAL Services, including User Data, may involve (v) transmissions over various networks; and (vi) changes to conform and adapt to technical requirements of connecting networks or devices.

2.4 Account Administration: Authorizations.

(a) *Accounts.* To use the ROBAL Services, you must create an account (an “**Account**”) by providing your email address (“**Account Email**”) and a master password (the “**Master Password**”) and, together with the Account Email, the “**Credentials**”). You are responsible for the security of your Account, and agree to keep your Credentials secure. You understand that your Account is solely for your use, and you will not share your Account or Credentials with anyone. You are fully responsible for all activities on the ROBAL Services associated with your Account. As a Customer, you are fully responsible for all activities of your employees and contractors on the ROBAL Services associated with their User Accounts.

(b) *Account Administration.* Customer will designate and authorize either itself and/or one or more individuals with authority to (i) act on Customer’s behalf, (ii) provide information on

Customer's behalf, and (iii) bind Customer and/or Customer's business with respect to the ROBAL Services (each such individual, an "**Account Administrator**"). Customer is solely responsible for all actions taken under any account to which Customer has access. Any actions taken under such accounts will be deemed authorized by Customer, regardless of Customer's knowledge of such actions (the "**Authorized Actions**"). Authorized Actions include but are not limited to (iv) actions taken by Customer, an Account Administrator, or an authorized representative of Customer (an "**Authorized Representative**"), and (v) actions that Customer, an Account Administrator, or an Authorized Representative (or anyone that ROBAL reasonably believes to be Customer, an Account Administrator, or an Authorized Representative) directs or instructs ROBAL to take on its behalf.

(c) *Account Information*. In order to access or use certain aspects of the ROBAL Services, you will need to provide access to information maintained by certain third party institutions, such as payroll companies with which you have a customer relationship, manage accounts or engage in transactions and the various applications and services for which you use ROBAL's access and password management services. Further, in order for ROBAL to provide those aspects of the ROBAL Services, you must provide all relevant information, signatures, data, passwords, usernames, PINs and other necessary information, materials and content ("**Account Information**"). You retain all right, title and interest in and to your Account Information, and represent and warrant that the Account Information provided is accurate and complete and may be provided to ROBAL without any obligations on ROBAL to verify the accuracy or completeness of such Account Information. You are responsible for the consequences of any instructions provided that ROBAL follows, and ROBAL has no liability or responsibility for any inability to use the ROBAL Services due to such inaccuracy or incompleteness of Account Information.

(d) *Account Security*. Customer is solely responsible for (i) following instructions that ROBAL provides to Customer with respect to the ROBAL Services, and (ii) maintaining applicable accounts with providers of Third Party Products (as defined above) utilized by Customer. Customer will adequately secure and keep confidential any Customer passwords or credentials, and any information accessible via its account. Customer accepts all risks of unauthorized use of its Account arising from Customer's failure to implement security safeguards or otherwise maintain the confidentiality of its passwords or credentials and hereby releases, indemnifies, defends and holds harmless from any liability in connection with any such unauthorized access. If Customer believes or suspects that its account, passwords or credentials have been accessed or compromised, Customer must immediately notify ROBAL. ROBAL reserves the right to prevent access to the ROBAL Services if ROBAL has reason to believe that any such accounts, passwords or credentials have been compromised.

(e) *Communications and Notifications*. Customer is responsible for reviewing any reports, filings, information, documents or materials (collectively, the "**Materials**") made available to Customer by ROBAL for Customer's review, and Customer must notify ROBAL of any inaccuracies in the Materials as soon as possible, or within the time period specified in communications received from ROBAL. Customer must promptly notify ROBAL of any third party notices that Customer may receive which could affect ROBAL's ability to effectively provide the ROBAL Services (e.g., to the extent applicable, notices from the Internal Revenue Service or other government agencies regarding penalties or errors relating to the ROBAL Services; etc.).

(f) *Authorizations*. Customer agrees that, to the fullest extent permitted by law, the provision of account login or identity verification credentials to ROBAL by or on behalf of Customer, an Account Administrator, or an Authorized Representative, together with any actions authorized by such foregoing parties via the ROBAL Services, whether by clicking the applicable action button, providing a verbal instruction or otherwise, will have the same effect as providing a written signature authorizing the applicable action.

2.5 Third Party Products.

(a) *Independent Services*. The ROBAL Services are designed to work with many Third Party Products; however, Third Party Products are not ROBAL Services. ROBAL does not provide any representations, warranties, indemnities, or support with respect to such Third Party Products, unless expressly provided herein or an applicable Order From. You (and not ROBAL) decide whether to enable Third Party Products, and any use of such Third Party Products and any exchange of data, including User Data (as defined herein), between Customer or a User and any such third party provider or Third Party Product, is solely between Customer or User and such third party provider. When you enable a Third Party Product, you grant ROBAL permission to allow the Third Party Product and its provider access to User Data as required for the interoperation of that Third Party Product with the ROBAL Services. For the interoperation of the selected Third Party Products with the ROBAL Services, you may be required to obtain access to such Third Party Products directly from their providers, and/or grant ROBAL the ability to create, access, delete and/or otherwise modify your account(s) on such Third Party Products. You acknowledge that ROBAL is not responsible for any use, disclosure, modification or deletion of User Data that is transmitted to, or accessed by, a Third Party Product, and that the handling of such User Data within the Third Party Product will be exclusively governed by the separate terms and agreements, if any, between you and such third party provider. Customer and Users will comply with all terms and conditions applicable to the use of Third Party Products, and will not use ROBAL integrations with Third Party Products in any manner that damages, disables, overburdens, or impairs any websites, servers, or otherwise interferes with the Third Party Products. Customer acknowledges it has sole responsibility for, and assumes all risks arising from, Customer's use of any Third Party Products. ROBAL does not guarantee the continued availability, operation, or utility of Third Party Products or ROBAL Services features integrated with Third Party Products, and may cease providing certain Third Party Products via the ROBAL platform without notice or entitling you to any refund, credit, or other compensation.

(b) *Authorizations for Third Party Products*. To connect the ROBAL Services with Third Party Products, you authorize ROBAL to, as applicable: (i) store relevant Account Information, (ii) access the relevant service using the Account Information you provide ROBAL, (iii) use and apply any signatures or other materials you provide ROBAL in order to provide related services, such as to complete a tax document, (iv) gather and export from such Third Party Product any data or other information reasonably necessary to provide related ROBAL Services to you, such as Customer's payroll information, bank account information, Customer's employees' bank account information, and any additional information, such as the personal information of Customer's employees, requested by such Third Party Product that Customer has provided or made available to ROBAL in connection with the ROBAL Services, and (v) otherwise take any action in connection with such Third Party Product as reasonably necessary to provide related services to you, including, but not limited to, opening accounts and making changes on your behalf with such third-party institutions. You further designate ROBAL as your agent and limited

attorney-in-fact in connection with Third Party Products, if required and only as required to use the Third Party Product (e.g., tax filing systems). You agree that such third party providers are entitled to rely on the foregoing authorization, agency, and power of attorney granted by you in their provision of the Third Party Product via the ROBAL Services.

(c) *Management of Third Party Accounts.* You are solely responsible for (i) ensuring that any Third Party Product accounts are accurately and properly provisioned for or matched to your ROBAL Service account, (ii) ensuring the termination or de-linking of any Third Party Product accounts for employees or contractors who should not have access to such Third Party Product accounts or your ROBAL account (e.g., due to termination of their employment or engagement), and (iii) otherwise following all instructions provided by ROBAL in connection with matching, de-linking, termination or other management of your ROBAL accounts in relation to Third Party Products.

2.6 Prohibited Activities. Any authorization to access or use the ROBAL Services extends only to the ROBAL Services for which Customer has subscribed and remains in good standing, and for which User conduct is in conformance with these terms and any applicable Additional Terms. You will not (nor will you permit any third party to):

- reverse engineer, decompile, disassemble or otherwise create, attempt to create or derive the source code underlying the ROBAL Services;
- transfer, resell, lease, license, or assign ROBAL Services or otherwise offer the ROBAL Services on a standalone basis, or permit any third party to access the ROBAL Services, without express permission from ROBAL;
- use or access the ROBAL Services to build a similar or competitive product or service or for the purpose of obtaining unauthorized access to the ROBAL Services;
- share your ROBAL username and password with any other person, or allow any other person to use your ROBAL username and password to access the ROBAL Services;
- develop, support or use software, devices, scripts, robots or any other means or processes (including crawlers, browser plugins and add-ons or any other technology) to scrape the ROBAL Services or otherwise copy profiles and other data from the ROBAL Services in order to enable, use, or build a similar or competitive product or service;
- tamper with the security of ROBAL's systems or tamper with other customer accounts of ROBAL;
- attempt to probe, scan or test the vulnerability of any ROBAL systems or to breach the security or authentication measures of ROBAL's systems;
- use the ROBAL Services to send payments directly or indirectly to, or for the benefit of, any person or entity that is (a) located in any country or jurisdiction that is subject to U.S. economic sanctions; (b) identified on any U.S. government list of prohibition, including the Specially Designated Nationals and Consolidated Sanctions List of the Office of Foreign Assets Control, U.S. Department of the Treasury; or (c) owned or controlled by any person or entity in (a) or (b);
- use or launch any automated system, including "robots," "spiders," or "offline readers," that sends more requests to our servers in a given period of time than a human can reasonably produce in the same period by using a conventional browser;

- use the ROBAL Services in any manner that damages, disables, overburdens, or impairs any of our websites, servers, or otherwise interferes with any other party's use of the ROBAL Services;
- access the ROBAL Services other than through our interface;
- engage in harassing or other inappropriate behavior with respect to any ROBAL employee;
- use the ROBAL Services for any fraudulent activity or purpose; or
- use the ROBAL Services in violation of any applicable law, for illegal activities, or for activities outside the scope expressly permitted hereunder.

2.7 Compliance with Laws; Digital Millennium Copyright Act.

(a) *Compliance with Laws.* You will be solely responsible for compliance with any and all applicable laws, rules and regulations affecting your business, and any use you may make of the ROBAL Services to assist you in complying with any such laws, rules or regulations. In addition, Customer is responsible for ensuring that its employees and contractors comply with applicable laws while using the ROBAL Services, including the intellectual property and third-party rights of others.

(b) *Digital Millennium Copyright Act.* If you believe that your work has been copied in a way that constitutes copyright infringement, or that your intellectual property rights have been otherwise violated under the Digital Millennium Copyright Act (“**DMCA**”), you should notify info@myrobal.com of your infringement claim, which shall include: (a) the subject line of “**DMCA Takedown Request**”; (b) an electronic or physical signature of the person authorized to act on behalf of the owner of the copyright or other intellectual property interest; (c) a description of the copyrighted work or other intellectual property that you claim has been infringed; (d) a description of where the material that you claim is infringing is located on the ROBAL Service, with enough detail that we may find it on the ROBAL Service; (e) your address, telephone number, and email address; (f) a statement by you that you have a good faith belief that the disputed use is not authorized by the copyright or intellectual property owner, its agent, or the law; and (g) a statement by you, made under penalty of perjury, that the above information in your notice is accurate and that you are the copyright or intellectual property owner or authorized to act on the copyright or intellectual property owner’s behalf. In accordance with the DMCA and other applicable law, ROBAL has adopted a policy of terminating, in appropriate circumstances and at ROBAL’s sole discretion, Users who are deemed to be repeat infringers. ROBAL may also at its sole discretion limit access to the ROBAL Service and/or terminate the memberships of any Users who infringe any intellectual property rights of others, whether or not there is any repeat infringement.

3. Proprietary Rights and Confidentiality.

3.1 ROBAL’s Ownership Rights. As between the parties, all right, title, and interest in and to the ROBAL Services, including ROBAL Content, shall remain vested in ROBAL. Except for the express rights granted hereunder, ROBAL also reserves all rights, title and interests in and to the ROBAL Services and ROBAL’s Confidential Information.

3.2 User Data. All right, title, and interest in and to the User Data, including the Account Information and Materials, you provide will remain vested in you.

3.3 Confidentiality. “**Confidential Information**” means any information or data disclosed by either party that should be reasonably understood to be confidential in light of the nature of the information. However, “Confidential Information” will not include any information which (a) is

in the public domain through no fault of receiving party; (b) was properly known to receiving party, without restriction, prior to disclosure by the disclosing party; (c) was properly disclosed to receiving party, without restriction, by another person with the legal authority to do so; or (d) is independently developed by the receiving party without use of or reference to the disclosing party's Confidential Information. Each party will protect any Confidential Information of the other party which it may receive or otherwise be exposed to in the course of exercising its rights or performing its obligations hereunder. Each party will use the same care to protect the other party's Confidential Information as it would use to protect its own similar information, but in no event less than reasonable care. Each party will use Confidential Information only for the purpose of fulfilling its obligations or exercising its rights under this Agreement, and as otherwise set forth in ROBAL's Privacy Policy. Neither party will disclose any Confidential Information of the other party to any third party without the prior written consent of the disclosing party, other than furnishing such Confidential Information (e) to its employees and consultants who are required to have access to the Confidential Information in connection with the exercise of receiving party's rights or performance of its obligations under this Agreement, (f) to its professional advisers (e.g., lawyers and accountants), and (g) as otherwise set forth in ROBAL's Privacy Policy, provided, however, that any and all such employees, consultants and advisers are bound by agreements or, in the case of professional advisers, ethical duties, to treat, hold and maintain such Confidential Information in a manner that is consistent with the terms and conditions of this Section.

3.4 Data Security and Data Processing: Privacy.

(a) *Data Security.* ROBAL will implement and maintain commercially reasonable and industry standard administrative, physical, organizational and technical safeguards designed to prevent unauthorized use, access, processing, destruction, loss, alteration or disclosure of any User Data, which you provide through the ROBAL Services and that ROBAL hosts. Such safeguards will include, at minimum, an industry standard information security program to safeguard such User Data as well as procedures to help ensure that only those with a "need to know" have access to such User Data. ROBAL will take commercially reasonable measures to investigate, contain and mitigate any incident that has or potentially has compromised the security, confidentiality or integrity of any User Data. ROBAL will promptly notify Customer upon becoming aware of an incident that has or potentially has compromised the security, confidentiality or integrity of such User Data. ROBAL will comply with all notification obligations that may be required by applicable state and federal laws and regulations. ROBAL further reserves the right to protect its network and services from external threats, including by restricting network access from various hosting providers, traffic proxies, and locations where ROBAL does not conduct business.

(b) *Data Processing.* ROBAL may process User personal information in accordance with the terms set forth in this Agreement ROBAL Privacy Policy, which describes how ROBAL processes personal information from Users, including any personal information subject to the laws of the European Union.

(c) *Data Privacy.* ROBAL may collect, use, and disclose User's personal information pursuant to the ROBAL Privacy Policy, as it may be updated from time to time. The ROBAL Privacy Policy describes how ROBAL collects, uses, and discloses personal information from Users.

Notwithstanding the foregoing, ROBAL may monitor your use of the ROBAL Services and use User Data in an aggregate and de-identified manner, including compiling statistical and performance information related to the provision and operation of the ROBAL Services, and may make such information publicly available, provided that such information does not incorporate

specific User Data and/or identify you. ROBAL retains all intellectual property rights in such aggregated and de-identified information.

3.5 Third Party Distribution Channels. ROBAL offers Software applications that may be made available through the Apple App Store, Android Marketplace or other distribution channels (“**Distribution Channels**”). If you obtain such Software through a Distribution Channel, you may be subject to additional terms of the Distribution Channel. This Agreement is between you and ROBAL only, and not with the Distribution Channel. To the extent that you utilize any other third party products and services in connection with your use of the ROBAL Services, you agree to comply with all applicable terms of any agreement for such third party products and services.

4. Disclaimer.

EXCEPT AS EXPRESSLY PROVIDED HEREIN, THE ROBAL SERVICES ARE PROVIDED “AS IS” TO THE FULLEST EXTENT PERMITTED BY LAW. ROBAL HEREBY DISCLAIMS ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE WARRANTIES OF MERCHANTABILITY, TITLE, NON-INFRINGEMENT, AND FITNESS FOR A PARTICULAR PURPOSE IN RELATION TO THE ROBAL SERVICES. WITHOUT LIMITING THE FOREGOING, ROBAL DOES NOT WARRANT THAT THE ROBAL SERVICES WILL BE ERROR-FREE OR THAT THEY WILL MEET ANY SPECIFIED SERVICE LEVEL, OR WILL OPERATE WITHOUT INTERRUPTIONS OR DOWNTIME. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM ROBAL OR THROUGH THE ROBAL SERVICES WILL CREATE ANY WARRANTY. ROBAL DOES NOT WARRANT, ENDORSE, GUARANTEE OR ASSUME RESPONSIBILITY FOR ANY THIRD PARTY PRODUCT. TO THE EXTENT THIS DISCLAIMER CONFLICTS WITH APPLICABLE LAW, THE SCOPE AND DURATION OF ANY APPLICABLE WARRANTY WILL BE THE MINIMUM PERMITTED UNDER THAT LAW.

5. Indemnification.

5.1 Indemnification by You. Customer will defend ROBAL and affiliates (collectively, the “ROBAL Indemnified Parties”) from and against any and all third party claims, actions, suits, proceedings, and demands arising from or related to Customer’s or any of its authorized users’ violation of the Agreement or the User Terms (a “Claim Against Us”), and will indemnify the ROBAL Indemnified Parties for all reasonable attorney’s fees incurred and damages and other costs finally awarded against a ROBAL Indemnified Party in connection with or as a result of, and for amounts paid by a ROBAL Indemnified Party under a settlement Customer approves of in connection with, a Claim Against Us. We must provide Customer with prompt written notice of any Claim Against Us and allow Customer the right to assume the exclusive defense and control, and cooperate with any reasonable requests assisting Customer’s defense and settlement of such matter. This section states your sole liability with respect to, and the ROBAL Indemnified Parties’ exclusive remedy against Customer for, any Claim Against Us.

5.2 Indemnification by ROBAL. ROBAL agrees to indemnify, defend and hold you harmless against any Claim arising out of allegations by a third party that the ROBAL Services or any portion thereof infringe(s) or otherwise violate(s) such third party’s U.S. intellectual property rights. In order to receive the benefit of the foregoing indemnity, you must give ROBAL prompt written notice of the Claim, sole control to defend and settle such Claim and all reasonable cooperation, at ROBAL’s expense, in ROBAL’s defense and settlement of the Claim. If a claim under the foregoing clause (a) is made or likely to be made, ROBAL may: (i) procure a license to allow you to continue using the allegedly infringing component(s) of the ROBAL Services, (ii)

modify the infringing component(s) to make them non-infringing, or (b) if (i) and (ii) are not reasonably available, terminate your right to use the infringing component(s) effective immediately.

6. Limitation of Liability.

YOU ACKNOWLEDGE AND AGREE THAT THE ESSENTIAL PURPOSE OF THIS SECTION 6 IS TO ALLOCATE THE RISKS UNDER THIS AGREEMENT BETWEEN THE PARTIES AND LIMIT POTENTIAL LIABILITY GIVEN THE FEES, WHICH WOULD HAVE BEEN SUBSTANTIALLY HIGHER IF ROBAL WERE TO ASSUME ANY FURTHER LIABILITY OTHER THAN AS SET FORTH HEREIN. ROBAL HAS RELIED ON THESE LIMITATIONS IN DETERMINING WHETHER TO PROVIDE YOU WITH THE RIGHTS TO ACCESS AND USE THE ROBAL SERVICES PROVIDED FOR IN THIS AGREEMENT. EXCEPT WITH RESPECT TO ROBAL'S IP INDEMNIFICATION OBLIGATIONS, UNDER NO CIRCUMSTANCES SHALL ROBAL, ITS AFFILIATES, AGENTS, DIRECTORS, EMPLOYEES, SUPPLIERS AND LICENSORS BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, PUNITIVE, OR OTHER INDIRECT DAMAGES, OR FOR LOST PROFITS OR LOST DATA ARISING OUT OF THE USE OR INABILITY TO USE THE ROBAL SERVICES OR ANY FAILURE OR DELAY IN DELIVERING THE ROBAL SERVICES, EVEN IF ROBAL HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. ROBAL, ITS AFFILIATES, AGENTS, DIRECTORS, EMPLOYEES, SUPPLIERS AND LICENSORS SHALL NOT BE LIABLE TO YOU FOR DIRECT DAMAGES, IN THE AGGREGATE, EXCEEDING THE AMOUNT YOU PAID TO ROBAL HEREUNDER IN THE EIGHTEEN (18) MONTHS PRECEDING THE CLAIM THAT GAVE RISE TO THE LIABILITY. THE LIMITATIONS IN THIS SECTION APPLY TO THE FULLEST EXTENT PERMITTED BY LAW, EVEN IF ROBAL HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU. THIS AGREEMENT GIVES YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY ALSO HAVE OTHER RIGHTS WHICH VARY FROM STATE TO STATE. THE EXCLUSIONS AND LIMITATIONS OF LIABILITY UNDER THIS AGREEMENT WILL NOT APPLY TO THE EXTENT PROHIBITED BY APPLICABLE LAW. IF YOU ARE A USER FROM NEW JERSEY, THE FOREGOING SECTIONS TITLED "DISCLAIMER" AND "LIMITATION OF LIABILITY" ARE INTENDED TO BE ONLY AS BROAD AS IS PERMITTED UNDER THE LAWS OF THE STATE OF NEW JERSEY. IF ANY PORTION OF THESE SECTIONS IS HELD TO BE INVALID UNDER THE LAWS OF THE STATE OF NEW JERSEY, THE INVALIDITY OF SUCH PORTION SHALL NOT AFFECT THE VALIDITY OF THE REMAINING PORTIONS OF THE APPLICABLE SECTIONS.

7. Miscellaneous.

7.1 Assignment; Delegation. This Agreement, and any rights and licenses granted hereunder, may not be transferred or assigned by you without the prior written consent of ROBAL, which consent shall not be unreasonably withheld, conditioned, or delayed. Any attempted transfer or assignment in violation hereof shall be null and void. ROBAL, in its sole discretion, may use vendors or contractors to help provide the ROBAL Services to you, and may change our use of vendors or contractors without notice to you. ROBAL will remain responsible for the acts and omissions of such vendors and/or contractors.

7.2 Governing Law. This Agreement will be governed by the laws of the State of Michigan, exclusive of its rules governing choice of law and conflict of laws. This Agreement will not be governed by the United Nations Convention on Contracts for the International Sale of Goods. Subject to the agreement to arbitrate below, all disputes arising out of the Agreement will be subject to the exclusive jurisdiction and venue of the state and federal courts of Oakland County, Michigan, USA, and the parties hereby consent to the personal jurisdiction of these courts.

7.3 Notices. ROBAL may provide notifications, whether such notifications are required by law or are for marketing or other business related purposes, to you via email notice, text message (e.g. SMS or MMS), mail, written or hard copy notice, or through posting of such notice on the ROBAL Services, as determined by ROBAL in its sole discretion. ROBAL reserves the right to determine the form and means of providing notifications to Users, provided that you may opt out of certain means of notification as provided in the ROBAL Services. ROBAL is not responsible for any automatic filtering you or your network provider may apply to email notifications ROBAL sends to the email address you provide. ROBAL may, in its sole discretion, modify or update this Agreement from time to time, so you should review this page periodically. When ROBAL materially changes this Agreement, ROBAL will update the 'Last Updated' date at the top of this page. Any such changes will become effective no earlier than thirty (30) days after they are posted, except that changes addressing new functions of the ROBAL Services or changes made for legal reasons will be effective immediately. Your continued use of the ROBAL Services after the date any such change becomes effective constitutes your acceptance of this Agreement, as updated. If you do not agree to any of these terms or any future terms, you may not use or access the ROBAL Services. Notices to ROBAL shall be made to the attention of the "Legal Department" and sent via mail to 415 W. Eleven Mile Road, Madison Heights, MI 48071 with a copy sent via email to info@myrobal.com.

7.4 Waiver. No waiver of any rights will be effective unless assented to in writing by both parties. Any such waiver will be only to the specific provision and under the specific circumstances for which it was given, and will not apply with respect to any repeated or continued violation of the same provision or any other provision. Failure or delay by either party to enforce any provision of this Agreement will not be deemed a waiver of future enforcement of that or any other provision.

7.5 Relationship. Nothing contained herein will in any way constitute any association, partnership, agency, employment or joint venture between the parties hereto, or be construed to evidence the intention of the parties to establish any such relationship. Neither party will have the authority to obligate or bind the other in any manner, and nothing herein contained will give rise or is intended to give rise to any rights of any kind to any third parties.

7.6 Unenforceability. If a court of competent jurisdiction determines that any provision of this Agreement is invalid, illegal, or otherwise unenforceable, such provision will be enforced as nearly as possible in accordance with the stated intention of the parties, while the remainder of this Agreement will remain in full force and effect and bind the parties according to its terms.

7.7 Force Majeure. Neither Party will be deemed in breach hereunder for any cessation, interruption or delay in the performance of its obligations due to causes beyond its reasonable control, including earthquake, flood, or other natural disaster, act of God, labor controversy, civil disturbance, terrorism, war (whether or not officially declared) or the inability to obtain sufficient supplies, transportation, or other essential commodity or service required in the conduct of its business, or any change in or the adoption of any law, regulation, judgment or decree.

7.8 Entire Agreement. This Agreement (including all Order Forms, the ROBAL Privacy Policy, the ROBAL Service Agreement, Additional Terms, and any supplemental policies or terms referenced herein or which ROBAL may present you for review and acceptance at the time you subscribe to the applicable ROBAL Service) comprises the entire agreement between you and ROBAL with respect to its subject matter, and supersedes all prior and contemporaneous proposals, statements, sales materials or presentations and agreements. No oral or written information or advice given by ROBAL, its agents or employees will create a warranty or in any way increase the scope of the warranties in this Agreement.

7.9 Interpretation. For purposes hereof, “including” means “including without limitation.”

7.10 Marketing. Customer agrees that ROBAL may use Customer name and logo on our website and in other promotional marketing materials, unless Customer opts out of such usage by clicking this link to send an email to info@myrobal.com.

8. Agreement to Arbitrate and Class Action Waiver

8.1 First Try Customer Support. If you have any issues with ROBAL Services, ROBAL, or any issue covered by this Agreement, you must try to resolve the issue first through ROBAL Support.

If you are not able to resolve the issue through ROBAL customer support within sixty (60) days, you may pursue the dispute resolution procedures detailed in the remainder of Section 8.

8.2 Agreement to Arbitrate. ANY DISPUTE OR CLAIM RELATING IN ANY WAY TO YOUR USE OF OR ACCESS TO THE ROBAL SERVICES, ROBAL SOFTWARE, OR ANY PRODUCT OR SERVICE INTEGRATED WITH THE ROBAL SERVICES, AS WELL AS ANY DISPUTE OR CLAIM RELATING TO OR ARISING UNDER THIS AGREEMENT (INCLUDING UNDER ROBAL’S PRIVACY POLICY, ROBAL’S SERVICE AGREEMENT, AND ANY APPLICABLE ADDITIONAL TERMS), SHALL BE RESOLVED BY BINDING, INDIVIDUAL ARBITRATION, RATHER THAN IN COURT. THE TERMS IN THIS SECTION ARE REFERRED TO AS THE “ARBITRATION AGREEMENT.” THIS ARBITRATION AGREEMENT APPLIES TO ALL SUCH CLAIMS, BROUGHT UNDER ANY LEGAL THEORY, UNLESS THE CLAIM FITS IN ONE OF THE EXCEPTIONS IDENTIFIED IN SECTION 8.3.

This arbitration agreement is governed by the Federal Arbitration Act (FAA), including its procedural provisions, in respects. This means that the FAA governs, among other things, the interpretation and enforcement of this arbitration agreement and all of its provisions, including, without limitation, the class action waiver discussed below. State arbitration laws do not govern in any respect.

This arbitration agreement is intended to be broadly interpreted and will survive termination of this Agreement, which means (among other things) that this arbitration agreement applies even after you have stopped using your ROBAL account or have deleted it. The arbitrator, and not any federal, state or local court or agency, shall have exclusive authority to the extent permitted by law to resolve all disputes arising out of or 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. If the parties have a dispute about whether this arbitration agreement can be enforced, whether this arbitration agreement applies to a dispute, or any other dispute about the meaning or scope of this arbitration agreement, the parties agree that the arbitrator shall have exclusive authority to resolve the dispute.

There is no judge or jury in arbitration, and court review of an arbitration award is limited. However, an arbitrator can award on an individual basis the same damages and relief as a court (including injunctive and declaratory relief or statutory damages) and must follow this Agreement as a court would. For the avoidance of doubt, the arbitrator can award public injunctive relief.

In the event this arbitration agreement is for any reason held to be unenforceable or inapplicable to a claim, any litigation against ROBAL (except for the intellectual property and small claims actions described in Section 8.3 below) may be commenced only in a federal or state court located within Oakland County, Michigan, and both parties consent to the jurisdiction of those courts for such purposes.

8.3 Exceptions to Agreement to Arbitrate. You and ROBAL agree that the agreement to arbitrate will not apply to any disputes relating to: (i) your or ROBAL's intellectual property (e.g., trademarks, trade dress, domain names, trade secrets, copyrights or patents) or (ii) payment of invoice(s) submitted by ROBAL, per the ROBAL Service Agreement, and that such disputes may be brought in any court in Oakland County, Michigan that has jurisdiction over such claims. Also, either party can bring a claim in small claims court in Madison Heights, Michigan (or small claims court in another place if both parties agree in writing), if it qualifies to be brought in that court.

8.4 Details of Arbitration Procedure.

(a) *Informal Resolution.* You and ROBAL agree that good-faith informal efforts to resolve disputes often can result in a prompt, low-cost and mutually beneficial outcome. Prior to demanding or filing any arbitration, you and ROBAL agree to personally meet and confer, in person or by videoconference, in a good-faith effort to resolve informally any claim covered by this arbitration agreement. If you are represented by counsel, your counsel may participate in the conference, but you shall also fully participate in the conference. The party initiating the claim must give notice to the other party in writing of its, his, or her intent to initiate an informal dispute resolution conference, which shall occur within 60 days after the other party receives such notice, unless an extension is mutually agreed upon by the parties. To notify ROBAL that you intend to initiate an informal dispute resolution conference, email info@myrobal.com with the subject "INFORMAL DISPUTE RESOLUTION REQUEST" and provide your name, the telephone number associated with your ROBAL account, the email address associated with your email account, and a description of your claim. In the interval between the party receiving such a notice and the informal dispute resolution conference, the parties shall be free to attempt to resolve the initiating party's claims. Engaging in an informal dispute resolution conference is a requirement that must be fulfilled before commencing arbitration. The statute of limitations and any filing fee deadlines shall be tolled while the parties engage in the informal dispute resolution process described in this paragraph.

(b) If the informal dispute resolution process does not result in a resolution of the dispute within 60 days after the conference is held, either party may initiate an arbitration proceeding under the rules of the AAA. AAA's rules and procedures are available on their website available at <http://www.adr.org>. The arbitration will be governed by the then-current version of AAA's Commercial Arbitration Rules (the "AAA Rules") and will be held before a single arbitrator appointed in accordance with the AAA Rules. To the extent anything described in this agreement to arbitrate conflicts with the AAA Rules, the language of this agreement to arbitrate applies.

Any arbitration will be conducted in Madison Heights, Michigan, or in another location that both parties agree to in writing.

(c) *Discovery*. Each party will be entitled to get a copy of non-privileged relevant documents in the possession or control of the other party and each party may take one (1) deposition. All such discovery will be in accordance with procedures approved by the arbitrator. This agreement to arbitrate does not alter in any way the statute of limitations that would apply to any claims or counterclaims asserted by either party.

(d) *Arbitration Award*. The arbitrator's award will be based on the evidence admitted and the substantive law of the State of Michigan and the United States, as applicable, and will contain an award for each issue and counterclaim. The award will provide in writing the factual findings and legal reasoning for such award. The arbitrator will not be entitled to modify this Agreement, and may not award any relief that is inconsistent with this Agreement. The prevailing party shall be entitled to an award of the costs and expenses of the arbitration, including reasonable attorneys' fees and expert witness fees.

(e) *Final and Binding*. Except as provided in the Federal Arbitration Act, the arbitration award will be final and binding on the parties. Judgment may be entered in any court of competent jurisdiction.

8.5 Class Action Waiver. You and ROBAL agree that any claims or controversies between the parties must be brought against each other on an individual basis only, and not in a class, consolidated, or representative action. That means neither you nor ROBAL can bring such a claim as a plaintiff or class member in a class action, consolidated action, or representative action. The arbitrator cannot combine or consolidate more than one person's or one entity's claims into a single case, and cannot preside over any consolidated, class or representative proceeding (unless all parties agree otherwise in writing). Further, the arbitrator's decision or award in one person's or entity's case can only impact the person or entity that brought the claim, not other entities or ROBAL customers, and cannot be used to decide other disputes with other customers. YOU AGREE TO WAIVE ANY RIGHT TO A JURY TRIAL, YOU AGREE TO WAIVE ANY RIGHT TO PARTICIPATE IN A CLASS-WIDE OR REPRESENTATIVE ARBITRATION, AND YOU AGREE TO WAIVE ANY RIGHT TO PARTICIPATE IN ANY CLASS ACTION LAWSUIT (INCLUDING FOR ANY CLAIM THAT IS DETERMINED NOT TO BE SUBJECT TO ARBITRATION UNDER THESE TERMS). If a court decides that this class action waiver is not enforceable or valid, then the entire agreement to arbitrate will be null and void, but the rest of this Agreement will still apply.