

ec² Software Solutions, LLC

TERMS OF SERVICE

Effective April 26, 2021

PLEASE READ THESE TERMS OF USE CAREFULLY BEFORE USING THIS WEBSITE OR THE WEBOLO SERVICE. THIS IS A LEGALLY BINDING AGREEMENT BETWEEN YOU AND ec² SOFTWARE SOLUTIONS, LLC ("ec²"). These Terms of Service govern use of the online and mobile WebOLO services and any websites or apps on or in which these Terms of Service appear (the "Services").

You agree that your access to and use of the Services, including any part thereof, is governed by these Terms of Service ("Terms of Service") and ec²'s Privacy Policy located at <https://www.ec2software.com/privacy-policy> ("Privacy Policy"), which is incorporated by reference in its entirety herein (both the Terms of Service and Privacy Policy shall collectively be referred to herein as the "Terms" unless specifically stated otherwise).

THESE TERMS OF SERVICE CONTAIN A CLASS, COLLECTIVE, AND REPRESENTATIVE ACTION AND JURY TRIAL WAIVER IN SECTION 24 THAT MAY IMPACT YOUR RIGHTS ABOUT HOW TO RESOLVE CERTAIN DISPUTES. EXCEPT IF YOU OPT-OUT AND EXEMPT FOR CERTAIN TYPES OF DISPUTES DESCRIBED IN SECTION 24, YOU WAIVE YOUR RIGHT TO PARTICIPATE AS A PLAINTIFF OR CLASS MEMBER IN ANY CLASS, COLLECTIVE, OR REPRESENTATIVE LAWSUIT.

You agree that by registering or creating an account, accessing, downloading, installing or using the Services or any part thereof, you are entering into a legally binding agreement with ec² and you agree to abide by the Terms, including all rules, terms, conditions, restrictions and notices therein. If you do not wish to be bound by the Terms, do not access, download, install, register or create an account, or otherwise use any of the Services, as doing so will result in your acceptance of the Terms. If you are registering, accessing, downloading, installing or using the Services on behalf of a company or other legal entity, you are still individually bound by the Terms, even if your company has a separate agreement with ec².

1. Services. The Services are provided for you to order, view your orders, manage your orders, and communicate with your providers. ec² itself does not manufacture, distribute or sell any radiopharmaceuticals. ec² is not responsible for any problems that may result from any information, services, products, or anything else you learn about or use from any third party through the Services.

2. Changes to these Terms of Service. ec² has included the effective date of these Terms of Service on this document. ec² reserves the right to make changes to any Terms at any time, however, ec² shall use reasonable efforts to provide notification to you in advance of any material changes becoming effective, such as by posting a notification via the Services, at the login page or via email. If you continue to access and/or use the Services after the effective date of such changes, then such access and/or use will be deemed an acceptance of and an agreement to follow and be

bound by the Terms as changed. The revised Terms supersede all previous notices or statements regarding the Services. For this reason, we encourage you to review these Terms any time you access or use the Services, and recommend that you print out a copy for your records. Upon ec²'s request, you agree to sign a non-electronic version of these Terms of Service and any other policies or agreements set forth or available on or through the Services.

3. Materials. The information and materials provided by or on behalf of ec² on or through the Services, including without limitation, any content, data, text, pictures, graphics, audio, video, icons, surveys, software, code, applications, and updates for use on or through the Services, links, and other content, features and services available on or through the Services (collectively, the "Materials") are provided for internal business purposes only.

4. Limited License. The Services are provided for internal business purposes and use, only. ec² hereby grants you a personal, non-exclusive, non-transferable, non-sublicensable, limited license to access and use the Services for your company's internal business purposes, subject to your complete compliance with the Terms and any and all other terms and policies set forth on or in the Services. Except as expressly provided in the Terms, ec² does not grant you any other express or implied rights or licenses in or to the Services or the Materials, and all rights, title and interest that ec² has in the Services and Materials are retained by ec², even after access or usage on your computers, mobile phones, tablets, and/or other devices.

Except as lawfully allowed or expressly set forth in the Terms, you may not modify (including without limitation making derivative works), copy, adapt, reverse engineer, de-compile or otherwise reduce to human perceivable format, distribute, frame, reproduce, republish, download, scrape, display, post, transmit, transfer, license or sublicense, publicly display, or sell in any form or by any means, in whole or in part, any of the Services or Materials without ec²'s express prior written permission.

ec² reserves the right to revoke your right to use any or all of the Services at any time as further set forth in Section 17 herein. You acknowledge that no monetary value can be attributed to the time you spend accessing and using the Services and that, but for the limited and terminable license granted herein, you are not entitled under the law to use or have access to the Services and/or the Materials.

5. Ownership. You acknowledge that the Services are protected by and/or embodies copyrights, trademarks, patents, trade secrets and/or other proprietary rights owned by ec², and/or its licensors, including without limitation the selection, coordination, arrangement, compilation, assembly and any enhancements thereto, and that these rights are valid and protected in all media existing now or later developed and under United States and foreign laws. You agree that the Services and Materials (and any intellectual property and other rights relating thereto) are and will remain the property of ec². The trademarks, trade names, trade dress, logos, and service marks displayed on the Services, are the trademarks of ec² or its licensors, members and vendors and/or other third parties. Nothing contained on or in the Services should be construed as granting, by implication, estoppel or otherwise, any license or right to use any of the ec² marks, logos or trade dress without the express written permission of ec² or the third-party owner of any such mark, logo or trade dress. Misuse of any mark, logo or trade dress is prohibited. You acknowledge that you do not acquire

any ownership rights in or to any of ec²'s or its licensor's intellectual property by virtue of your access or use of the Services and/or the Materials.

You may not circumvent or disable any content protection features used on or in the Services and must retain all trademark, copyright and other proprietary notices on downloaded and copied Materials, and any such downloads or copies are subject to the terms and conditions of the Terms.

6. Account. In order to access certain areas of or participate in certain activities contained on or in the Services, you are required to register or obtain an account ("Account"). You acknowledge and agree that you have no ownership or other proprietary interest in any Account. To create an Account, ec² may ask or require you to provide ec² or its service providers with certain personal information (e.g., your full name and email address) and/or social media or other services login information. Providing ec² and/or any service provider with your personal information or your social media or other services login information is your choice. Each time you decide to provide ec² or any service provider with your personal information, you agree to: (a) provide accurate, current and complete information about yourself as prompted by ec²'s registration form or process (including your current email address), and (b) maintain and update your information (including your email address) to keep it accurate, current and complete. You acknowledge that, if any information provided by you is untrue, inaccurate, not current or incomplete, ec² has the right to terminate your access to and use of the Services (or any portion thereof) or your participation in any activity or service contained on or available through the Services.

In order to access certain areas of, or participate in certain activities or services contained on or in the Services, you will be required to select or be assigned a username and/or password. Your username is subject to certain terms and Codes, as set forth in Sections 7 and 8 below. You agree that ec² has the right in its sole discretion to suspend or terminate your Account, your username, or refuse any and all current or future use of the Services (or any portion thereof).

7. Username and Passwords. ec² may refuse to grant you a username in its sole discretion for any reason, including without limitation if it impersonates someone else or misleadingly implies an association with the persona of another person or entity, is or may be illegal, is or may be protected by trademark or other proprietary rights law, is vulgar or otherwise offensive, or may cause confusion, or for any other reason as determined by ec² in its sole discretion. Your selection and/or use of a specific username does not convey any ownership or rights in that username and ec² reserves the right to revoke and/or reassign any username in its sole discretion. You understand and agree that ec² reserves the right to change, remove, alter or delete any username, with or without prior notice to you, at any time and for any reason in ec²'s sole discretion.

YOU ARE ENTIRELY RESPONSIBLE FOR MAINTAINING THE CONFIDENTIALITY OF YOUR USERNAME AND PASSWORD AND SOCIAL MEDIA AND OTHER SERVICES LOGIN INFORMATION AND ALL ACCESS TO AND USE OF YOUR ACCOUNT, INCLUDING ANY AND ALL ACTIVITIES (INCLUDING USE OR PROVISION OF ANY SERVICES) THAT ARE CONDUCTED THROUGH THE USE OF YOUR USERNAME AND PASSWORD WHETHER OR NOT AUTHORIZED BY YOU.

You agree not to transfer or resell your or otherwise convey your Account or the right to use your Account or any rights therein to anyone. If you have reason to believe that your Account is no longer secure, you must: (i) promptly change your password, and (ii) immediately notify ec² of the problem by emailing us at support@ec²software.com (with the subject line: "Account Security Issues").

You may not use anyone else's Account at any time and you may not allow anyone else to use your Account at any time. You agree that ec² will not be liable for any loss you may incur as a result of someone else using your Account, either with or without your knowledge, and you further agree that you will be liable for losses incurred by ec² or another party due to someone else using your Account.

8. Code of Conduct. While using any of the Services and/or Materials, you agree to follow the standards set forth below (the "Codes"), and you agree not to:

- Create a false identity or impersonate any person;
- Engage in any activity or transmit any content or message that is false, intentionally misleading, disruptive, unlawful, harmful, threatening, abusive, harassing, rude, defamatory, hateful, vulgar, inciteful, racist, illicit, illegal or otherwise objectionable;
- Submit content or materials that are subject to the intellectual property rights of a third party, or otherwise subject to third party proprietary rights, including, without limitation, privacy and publicity rights, unless you are the owner of such rights or have permission from the owner to do so and to grant ec² all the license rights necessary to transmit or maintain such content or material;
- Institute an attack upon any server used in connection with the Services or any portion thereof or otherwise attempt to disrupt such servers;
- Send, post, transmit or otherwise make available any material regarding hacking, cracking, exploiting, or otherwise making improper use of the Services;
- Attempt to or actually restrict or inhibit any other user from using and enjoying the Services;
- Use any robot (bot), spider, scraper or other unauthorized or automated means to modify, use or access the Services, or any portion thereof;
- Send, post or transmit any software or other materials that contain any viruses, worms, trojan horses, defects, date bombs, time bombs or other items of an intentionally destructive nature;
- Modify, adapt, sublicense, translate, sell, reverse engineer, decompile or disassemble all or any portion of the Services or the Materials;
- "Frame" or "mirror" any part of the Services without ec²'s prior written authorization;
- Attempt to obtain passwords, other Account information, or any private information from any other user of the Services, including without limitation, the collection of personal information about others, such as email addresses or geolocations;
- Buy, sell or trade any Account;
- Access or use another user's Account without permission;

- Harvest or collect any information about users of the Services;
- Use the Services in any manner that violates any applicable laws or regulations or is prohibited by these Terms; and/or
- Assist or permit any persons in engaging in any of the activities described in this listing of the Codes.

While using the Services and the Materials, you agree to comply with these and all Codes, as well as all applicable laws, rules and regulations. ec² has the sole discretion to delete, suspend, terminate or block your access to the Services and to delete, suspend, terminate or close your Account, with or without prior notification to you, for any violation of the Terms, including any of the Codes.

9. Third Party Sites/Services. The Services may include links to other websites, apps, data or services solely as a convenience to you (collectively, the "Linked Sites"). The inclusion of any Linked Site does not imply endorsement by ec² or any association with the operators of such Linked Sites. You are responsible for viewing and abiding by the privacy statements and terms of service/use posted at any third party or Linked Sites. The information, products, materials and services on Linked Sites is not under the control of ec². Access and use of any Linked Sites, including the information, products, materials and services on any Linked Sites or available through any Linked Sites, is solely at your own risk, and you acknowledge and agree that ec² is not responsible or liable, directly or indirectly, for any loss or damage caused or alleged to be caused by your use of any or dealings with any Linked Site.

Any dealings with third parties included in within, on or linked to or with the Services, including the delivery of and payment for goods and services, or any other terms, conditions, warranties, or representations associated with such third parties, are solely between you and that third party. ec² is neither responsible nor liable for any part of such dealings with any third parties.

10. Right to Modify. ec² reserves the right, at any time, to modify, suspend, or discontinue the Services, and/or any part or parts thereof with or without notice, including terminating, eliminating, supplementing, modifying, adding to or discontinuing any content, functionality, promotion, or feature of the Services, the hours that the Services are available, or any fees or charges in connection with the access or use of the Services. You agree that ec² will not be liable to you or to any third party for any such modification, suspension, or discontinuation.

11. Use & Access. YOU MUST BE AT LEAST 18 YEARS OF AGE TO (a) USE THE SERVICES, (b) USE ANYTHING ACCESSIBLE OR AVAILABLE ON OR THROUGH THE SERVICES, (c) CREATE OR OBTAIN AN ACCOUNT, OR (d) TRANSMIT/SUBMIT/POST ANY PERSONAL INFORMATION. By accessing, using and/or submitting information to or through any of the Services, you agree and represent that you are at least 18 years of age or older and otherwise have the legal capacity to enter into these Terms.

Pursuant to 47 U.S.C. Section 230(d), as amended, ec² hereby notifies you that parental control protections (such as computer hardware, software or filtering services) are commercially available that may assist you in limiting access to material that is harmful to minors. The Services are not directed to, not intended for and may not be used by anyone under the age of 18.

12. Privacy/Security. You understand that any information provided by you or collected by ec² in connection with your use of the Services will be used in the manner described in these Terms of Service and in the Privacy Policy, as applicable. If you do not agree to the terms of the applicable Privacy Policy you should not access, create or obtain an Account on, or use the Services. Without limiting the terms of the applicable Privacy Policy, you understand that ec² does not guarantee that your use of the Services and/or the information provided by you will be private or secure, and ec² is not responsible or liable to you for any lack of privacy or security you may experience. You are fully responsible for taking precautions and providing security measures best suited for your situation and intended use of the Services.

13. Jurisdictional Issues. Regardless of the language used thereon, access to and use of the Services from any jurisdiction where the content, products or services is illegal is strictly prohibited. ec² makes no representation that the Services are appropriate or available for use in any jurisdictions outside the United States and those who choose to access or use any of the Services from such other jurisdictions do so on their own initiative and at their own risk, and are responsible for compliance with local laws, rules or regulations, including, without limitation, rules about the internet, data, email, or privacy. ec² reserves the right to limit the availability and quantity, if applicable, of the Services or any other product or service provided by ec², to any person, geographic area or jurisdiction, at any time and in ec²'s sole discretion.

14. Export Control. Any software or application of or available on or in the Services is subject to United States export controls. No software or application may be downloaded or otherwise exported or re-exported: (a) into (or to a national or resident of) Cuba, Iraq, Libya, North Korea, Iran, Syria or any other country to which the U.S. has embargoed goods or which is subject to other applicable U.S. trade sanctions; or (b) to anyone on the U.S. Treasury Department's list of Specially Designated Nationals or the U.S. Commerce Department's Table of Deny Orders. If applicable, by downloading or using any such software or application, you represent and warrant that you are not located in, under the control of, or a national or resident of any such country or on any such list. You further agree to comply with all applicable laws regarding the transmission of technical data exported from the United States or the country in which you reside, regardless of whether such transmission is permitted under the Terms or by applicable law.

15. Federal Civil Rights Policies. You agree that you shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, age or disability. You further agree that you will fully comply with any and all applicable federal, state, and local equal employment opportunity statutes, ordinances, and regulations, including without limitation, Title VII of the Civil Rights Act of 1964, the Americans with Disabilities Act of 1990, the Age Discrimination in Employment Act of 1967, the Genetic Information Act of 2008, and the Equal Pay Act of 1963. However, nothing in this Section shall require you to comply with or become liable under any law, ordinance, regulation, or rule that does not otherwise apply to you.

16. Unsolicited User Ideas. ec² does not accept or consider unsolicited ideas, including ideas for new promotions, products, applications, technologies, processes or other ideas or inventions (collectively, "User Ideas"). You must not transmit any User Ideas to or through the Services or to ec² that you consider to be confidential or proprietary. You agree that any and all User Ideas are non-confidential and non-proprietary and need not be treated as confidential and/or proprietary.

You are responsible and liable for any User Ideas. You agree that by submitting any User Idea to ec², including any concepts, know-how or ideas, you hereby transfer all rights in such User Idea to ec² (and its successors and assigns), without payment or accounting to you or others. ec² is not obligated to review, evaluate, publish, or use any User Idea.

17. Termination. Your right to access and use the Services will remain effective until terminated in accordance with the Terms. ec² may delete, suspend, terminate or block your access to the Services and/or suspend, terminate, modify, or delete your Account (all, a "termination"), with or without notice to you, at any time for any reason or for no reason, including without limitation, for violation or suspected violation of the Terms. For example, your access may be blocked and/or your Account deleted without warning if ec² believes, in its sole discretion, that you are under 18 years of age or if you provide any information that is false, obscene or infringing on the right of another. Upon termination, your right to access and use the Services and Materials, including your Account, will immediately cease. In addition to its termination rights, ec² also reserves the right to refuse service to anyone and to remove any content for any reason whatsoever in its sole discretion, including without limitation, if ec² becomes aware that you are a convicted felon or sex offender.

If ec² terminates and thereby causes your license to be revoked, you agree that ec² will not have any liability to you for any time spent by you accessing or using the Services, and/or your information or data contained in or used with the Services, your Account, or for any other reason whatsoever.

You may terminate your Account by sending an email to support@ec2software.com (with the subject line "Termination Request"). ec² may terminate and delete your Account, including any information associated with your Account, in ec²'s sole discretion, if your Account has been inactive for a period of at least 12 months. Your Account will be considered inactive if you do not login to the Services with your username and password and/or social media or other services login information.

All provisions of the Terms that may reasonably be construed as surviving the termination of the Terms will survive any termination of the Terms.

18. Disclaimers. THE SERVICES, INCLUDING WITHOUT LIMITATION ANY MATERIALS, PRODUCTS OR SERVICES OBTAINED ON OR AVAILABLE THROUGH THE SERVICES, ARE PROVIDED "AS IS" AND "AS AVAILABLE," WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. YOUR USE OF THE SERVICES, INCLUDING WITHOUT LIMITATION ANY MATERIALS, PRODUCTS AND SERVICES PROVIDED ON OR THROUGH THE SERVICES, IS ENTIRELY AT YOUR OWN RISK.

TO THE FULLEST EXTENT PERMISSIBLE PURSUANT TO APPLICABLE LAW, ec² AND ITS PARENTS, SUBSIDIARIES, AFFILIATES, LICENSORS, SUPPLIERS, ADVERTISERS, SPONSORS AND AGENTS, DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, IMPLIED WARRANTIES OF TITLE, NON-INFRINGEMENT, ACCURACY, MERCHANTABILITY AND FITNESS FOR A

PARTICULAR PURPOSE, AND ANY WARRANTIES THAT MAY ARISE FROM COURSE OF DEALING, COURSE OF PERFORMANCE OR USAGE OF TRADE.

ec² AND ITS PARENTS, SUBSIDIARIES, AFFILIATES, LICENSORS, SUPPLIERS, ADVERTISERS, SPONSORS AND AGENTS DO NOT WARRANT THAT YOUR USE OF THE SERVICES, INCLUDING WITHOUT LIMITATION ANY MATERIALS, PRODUCTS OR SERVICES AVAILABLE ON OR THROUGH THE SERVICES, WILL BE UNINTERRUPTED, ERROR-FREE OR SECURE, THAT DEFECTS WILL BE CORRECTED, OR THAT THE SERVICES (OR ANY PART THEREOF), THE SERVER(S) ON WHICH THE SERVICES ARE HOSTED, OR ANY MATERIALS, PRODUCTS OR SERVICES AVAILABLE ON THE SERVICES ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS.

NO OPINION, ADVICE OR STATEMENT OF ec² OR ITS SUBSIDIARIES, AFFILIATES, LICENSORS, SUPPLIERS, ADVERTISERS, SPONSORS, AGENTS, MEMBERS OR VISITORS, WHETHER MADE ON THE SERVICES, IN THE MATERIALS, OR OTHERWISE, SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THE TERMS.

BECAUSE SOME LAWS DO NOT ALLOW CERTAIN DISCLAIMERS, SO SOME OR ALL OF THE ABOVE DISCLAIMERS MAY NOT APPLY TO YOU.

19. Limitation of Liability. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, NEITHER ec² NOR ANY OF ITS PARENTS, SUBSIDIARIES, AFFILIATES, LICENSORS, SUPPLIERS, ADVERTISERS OR SPONSORS, NOR ITS OR THEIR DIRECTORS, OFFICERS, EMPLOYEES, CONSULTANTS, AGENTS OR OTHER REPRESENTATIVES, ARE OR WILL BE RESPONSIBLE OR LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, PUNITIVE OR OTHER DAMAGES (INCLUDING WITHOUT LIMITATION, DAMAGES FOR LOSS OF BUSINESS, LOSS OF DATA, LOST REVENUES OR LOST PROFITS), UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHER THEORY ARISING OUT OF OR RELATING IN ANY WAY TO THE SERVICES, ANY LINKED SITES OR ANY CODE, MATERIALS, PRODUCT OR SERVICE LICENSED, ACCESSIBLE OR USABLE THROUGH THE SERVICES, EVEN IF ec² HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, ec² ASSUMES NO LIABILITY OR RESPONSIBILITY FOR ANY (I) ERRORS, MISTAKES, OR INACCURACIES OF CONTENT AVAILABLE ON THROUGH THE SERVICES; (II) PERSONAL INJURY OR PROPERTY DAMAGE, OF ANY NATURE WHATSOEVER, RESULTING FROM YOUR ACCESS TO OR USE OF THE SERVICES; (III) ANY UNAUTHORIZED ACCESS TO OR USE OF OUR SECURE SERVERS AND/OR ANY AND ALL PERSONAL INFORMATION STORED THEREIN; (IV) ANY INTERRUPTION OR CESSATION OF TRANSMISSION TO OR FROM THE SERVICES; (V) ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE THAT MAY BE TRANSMITTED TO OR THROUGH THE SERVICES OR OUR SERVERS OR SYSTEMS BY ANY THIRD-PARTY; (VI) ANY ERRORS OR OMISSIONS IN ANY CONTENT OR FOR ANY LOSS OR DAMAGE INCURRED AS A RESULT OF THE USE OF ANY CONTENT TRANSMITTED OR

OTHERWISE MADE AVAILABLE THROUGH THE SERVICES; AND/OR (VII) DEFAMATORY, OFFENSIVE, OR ILLEGAL CONDUCT OF ANY THIRD-PARTY.

YOUR SOLE REMEDY FOR DISSATISFACTION WITH THE SERVICES, INCLUDING ANY MATERIALS, PRODUCTS OR SERVICES AVAILABLE ON OR IN THE SERVICES, MATERIALS OR PRODUCTS OR SERVICES AVAILABLE ON OR IN THE SERVICES IS TO STOP USING THE SERVICES, MATERIALS, OR PRODUCTS OR SERVICES, AS APPLICABLE. THE SOLE AND EXCLUSIVE MAXIMUM LIABILITY OF ec² FOR ALL DAMAGES, LOSSES AND CAUSES OF ACTION, WHETHER IN CONTRACT, TORT (INCLUDING WITHOUT LIMITATION, NEGLIGENCE) OR OTHERWISE, SHALL BE THE TOTAL AMOUNT PAID BY YOU TO ec² IN THE PRECEDING TWELVE (12) MONTHS, IF ANY, TO ACCESS OR USE THE SERVICES. THE EXISTENCE OF MORE THAN ONE CLAIM WILL NOT ENLARGE OR EXTEND THIS LIMIT. YOU AGREE THAT THE DAMAGE EXCLUSIONS IN THESE TERMS OF USE SHALL APPLY EVEN IF ANY REMEDY FAILS OF ITS ESSENTIAL PURPOSE.

BECAUSE SOME STATES OR JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, THE ABOVE LIMITATION MAY NOT APPLY TO YOU. TO THE EXTENT PERMITTED BY APPLICABLE LAW, ANY ADDITIONAL LEGAL RIGHTS WHICH YOU MAY HAVE AS A CONSUMER REMAIN UNAFFECTED BY THESE TERMS. THE LIMITATIONS OF LIABILITY IN THIS SECTION 19 SHALL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW IN THE APPLICABLE JURISDICTION.

NO COMMUNICATION OF ANY KIND BETWEEN YOU AND ec² OR A REPRESENTATIVE OF ec² CONSTITUTES A WAIVER OF ANY LIMITATIONS OF LIABILITY HEREUNDER. MULTIPLE CLAIMS WILL NOT INCREASE THE MONETARY DAMAGES LIMIT STATED HEREIN.

If you are a resident of a jurisdiction that requires a specific statement regarding release, then the following applies. FOR EXAMPLE, CALIFORNIA RESIDENTS MUST, AS A CONDITION OF THIS AGREEMENT, WAIVE THE APPLICABILITY OF CALIFORNIA CIVIL CODE SECTION 1542, 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."

TO THE EXTENT PERMITTED BY APPLICABLE LAW, YOU ACKNOWLEDGE AND AGREE THAT ec² OFFERS THE SERVICES, INCLUDING WITHOUT LIMITATION ANY MATERIALS, PRODUCTS AND SERVICES PROVIDED ON OR IN THE SERVICES, IN RELIANCE UPON THE ABOVE WARRANTY DISCLAIMERS, RELEASES, AND LIMITATIONS OF LIABILITY SET FORTH IN THESE TERMS, THAT THESE WARRANTY DISCLAIMERS, RELEASES, AND LIMITATIONS OF LIABILITY REFLECT A REASONABLE AND FAIR ALLOCATION OF RISK AND FORM AN ESSENTIAL BASIS OF THE BARGAIN BETWEEN YOU AND ec². ec² WOULD NOT BE ABLE TO PROVIDE

THE SERVICES, INCLUDING WITHOUT LIMITATION ANY MATERIALS, PRODUCTS AND SERVICES PROVIDED ON OR IN THE SERVICES, TO YOU ON AN ECONOMICALLY REASONABLE BASIS WITHOUT THESE WARRANTY DISCLAIMERS, RELEASES, AND LIMITATIONS OF LIABILITY.

20. Indemnification. You agree to indemnify, defend and hold harmless ec², its parents, subsidiaries, affiliates, licensors, suppliers, advertisers and sponsors, and its and their directors, officers, employees, consultants, agents and other representatives, from and against any and all claims, damages, losses, costs (including without limitation, reasonable attorneys' fees and expenses) and other expenses that arise directly or indirectly out of or from: (a) any allegation that any information you post, submit to ec² or transmit to or through the Services infringes or otherwise violates the copyright, trademark, trade secret or other intellectual property or other right of any third party; (b) your breach or violation of the Terms, including the Codes, or any applicable laws or regulations; (c) your access to and use of the Services and the Materials; (d) any viruses, spyware, or other similar harmful or intrusive program code posted, submitted or transmitted by you to or through the Services or to ec²; and/or (e) any claim that one of your postings or User Ideas caused damage to a third party, including without limitation, libel, defamation, loss of or harm to reputation or any other damage whatsoever.

21. Notice for California Users. Under California Civil Code Section 1789.3, California website users are entitled to the following specific consumer rights notice: The Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs may be contacted in writing at California Department of Consumer Affairs, Consumer Information Center, 1625 North Market Boulevard, Suite N-112, Sacramento, California 95834, or by telephone at (916) 445-1254 or (800) 952-5210 in order to resolve a complaint regarding the services or to receive further information regarding use of the service.

You may have the Terms mailed to you electronically by sending a letter to ec² Software Solutions, LLC, 3035 E. Patrick Lane, Suite 1, Las Vegas, Nevada 89120, ATTN: Support, with your email address and including a written request for copies of the Terms.

22. System Outages. ec² and its third-party providers periodically schedule system downtime for the Services and the systems they are hosted on for maintenance and other purposes. Additionally, unplanned system outages may occur. You agree that ec² has no responsibility and is not liable for: (a) the unavailability of the Services or the Materials; (b) any loss of materials, data, transactions or any other information or materials caused by such system outages; (c) the resultant delay, mis-delivery, or non-delivery of data, transactions or any other information or materials caused by such system outages; or (d) any outages caused by any third parties, including without limitation, any companies or servers hosting the Services or the Materials, any Internet service providers, or any Internet facility or network.

23. Statute of Limitations. Any claim or cause of action arising out of or related to the Terms, use of the Services, your Account, and/or your User Ideas (collectively, "Disputes") must be filed within one year after such Dispute arose regardless of any statutes or law to the contrary. In the event any Dispute is not filed within such one-year period, such Dispute is forever barred.

24. Choice of Law/Venue/Dispute Resolution. The Terms are governed by and construed in accordance with the laws of the State of Nevada, without regards to its principles of conflicts of law that would require the application of the laws of another jurisdiction. All Disputes between you and ec³ shall be exclusively resolved by arbitration as set forth below. YOU ARE GIVING UP THE RIGHT TO LITIGATE A DISPUTE IN A COURT OF LAW BEFORE A JUDGE OR JURY.

Any Disputes involving a claim of less than \$5,000 must be resolved exclusively through binding non-appearance-based arbitration. A party electing such arbitration shall initiate proceedings by filing an arbitration demand with the American Arbitration Association (AAA). The arbitration proceedings shall be governed by the AAA Commercial Arbitration Rules, Consumer Due Process Protocol, and Supplementary Procedures for Resolution of Consumer-Related Disputes (see www.adr.org for more information). In addition, you and ec³ agree that the following rules shall apply to the arbitration proceedings: (a) the arbitration shall be conducted, at the option of the party seeking relief, by telephone, online, or based solely on written submissions; (b) the arbitration shall not involve any personal appearance by the parties or witnesses unless otherwise mutually agreed by the parties; and (c) any judgment on the award rendered by the arbitrator may be entered in any court of competent jurisdiction.

Any Disputes involving a claim for more than \$5,000 shall be submitted to final and binding arbitration pursuant to the substantive and procedural provisions of the Federal Arbitration Act ("FAA"). The arbitration shall be initiated and conducted according to the AAA Commercial Arbitration Rules (see www.adr.org for more information), except as modified herein. The arbitration shall be conducted in Las Vegas, Nevada before a single, neutral arbitrator appointed in accordance with the arbitration rules cited herein, and whose decision will be final, except for a limited right to appeal under the FAA. The arbitrator shall have the authority to hear and grant motions to dismiss and/or motions for summary judgement, and shall issue written opinions resolving such motions, if submitted. The arbitrator will provide a detailed written statement of the final decision, which will be part of the arbitration award and admissible in any judicial proceeding to confirm, correct or vacate the award. If either party refuses to perform any or all of its obligations under the final arbitration award (following, appeal, if applicable) within thirty (30) days of such award being rendered, then the other party will have the right to enforce the final award in any court of competent jurisdiction in Las Vegas, Nevada. The party seeking enforcement shall be entitled to an award of all costs, fees, and expenses, including, without limitation, attorneys' fees. The parties shall use reasonable efforts to maintain the confidential nature of the arbitration proceeding.

CLASS ACTION WAIVER - TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, NO ARBITRATION OR DISPUTE UNDER THE TERMS SHALL BE JOINED TO ANY OTHER ARBITRATION OR DISPUTE, INCLUDING ANY ARBITRATION OR DISPUTE INVOLVING ANY OTHER CURRENT OR FORMER USER OF THE SERVICES, AND NO CLASS ACTION ARBITRATION PROCEEDINGS OR ANY PROCEEDINGS IN WHICH EITHER PARTY ACTS OR PROPOSES TO ACT IN A REPRESENTATIVE CAPACITY SHALL BE PERMITTED. PROCEEDINGS TO RESOLVE, ARBITRATE OR LIGITATE (IF APPLICABLE) A DISPUTE IN ANY FORUM WILL BE CONDUCTED ONLY ON AN INDIVIDUAL BASIS.

Class Certification Opt-Out. You have the right to opt-out and not be bound by the class, collective, and representative action waiver provisions set forth herein above by sending written notice of your decision to opt-out to the following address: ec² Software Solutions, LLC, 3035 E. Patrick Lane, Suite 1, Las Vegas, Nevada, 89120, Attn: Support. The notice must be sent within 30 days of your first view or access of or to the Services. Otherwise, you shall be bound by the above Class Action Waiver, in accordance with the terms herein.

If a court of competent jurisdiction finds these arbitration provisions invalid or inapplicable, you agree to the exclusive jurisdiction of the applicable Federal or State court located in Las Vegas, Nevada, and you agree to submit to the exercise of personal jurisdiction of such courts for the purposes of litigating any applicable claim or action.

You explicitly agree that any claims or actions that you may otherwise have against ec² under the laws of any jurisdiction other than in Las Vegas, including anywhere else in or outside of the United States, are hereby waived, including without limitation, any claims or actions under the laws of your own state or country, and that your sole location and applicable law for any disputes is in Las Vegas, Nevada in the United States according to the terms of this Section 24.

25. Mobile Terms. To use the Services on your mobile device, you must have a wireless mobile device with cellular or wireless service through a participating mobile service provider. You agree that are solely responsible for all message & data charges that you incur from your mobile service provider for your use of the Services. Please contact your mobile service provider for pricing and details.

If you are accessing the Services through an app on an Apple iOS device (an "iOS Application"), (a) ec² grants you a non-transferable license to use the iOS Application on any iPad, iPhone, Apple Watch, or iPod touch, as applicable, that you own or control, as permitted by the Usage Rules set forth in the App Store Terms of Service, and (b) these Terms are expressly between you and ec² only, and not with Apple, and ec², not Apple, is solely responsible for the iOS Application and the content thereof, (c) Apple has no obligation whatsoever to furnish any maintenance and support services with respect to the iOS Application, (d) in the event of any failure of the iOS Application to conform to any applicable warranty, you may notify Apple, and Apple will refund the purchase price for the iOS Application to you; and that, to the maximum extent permitted by applicable law, Apple will have no other warranty obligation whatsoever with respect to the iOS Application, and any other claims, losses, liabilities, damages, costs or expenses attributable to any failure to conform to any warranty (if any) will be ec²'s sole responsibility; (e) ec², not Apple, is responsible for addressing any claims by you or any third party relating to the iOS Application or your possession and/or use of the iOS Application, including, but not limited to: (i) product liability claims; (ii) any claim that the iOS Application fails to conform to any applicable legal or regulatory requirement; and (iii) claims arising under consumer protection or similar legislation; (f) in the event of any third party claim that the iOS Application or your possession and use of the iOS Application infringes that third party's intellectual property right, ec² not Apple, will be solely responsible for the investigation, defense, settlement and/or discharge of any such intellectual property infringement claim; and (g) if you use an iOS Application, then Apple, and Apple's subsidiaries, are third party beneficiaries of these Terms, and that, upon your acceptance of these

Terms, Apple will have the right (and will be deemed to have accepted the right) to enforce these Terms against you as a third party beneficiary thereof.

If you are accessing the Services through an app on an Android device, Google may, at any time and without notice, restrict, interrupt, or prevent use of the Services, or delete the Services from your Android device(s), or require ec² to do any of the foregoing, without entitling you to any refund, credit, or other compensation from ec² or any third party (including, but not limited to, Google or your network connectivity provider). Further, (a) ec², and not Google, is solely responsible for the Services made available on an Android device and the license granted herein; (b) Google has no obligation to provide maintenance and support for the Services made available on an Android device; (c) the Google Play marketplace is owned and operated by Google Inc., and your use of Google Play is governed by legal agreements between you and Google, not ec²; and (d) Google is not responsible for addressing, investigating, defending, settling, or discharging any claim brought by you or any third party for allegations relating to the Service made available on an Android device, or your possession and/or use of the Services on your Android device, including but not limited to: (i) consumer protection or similar legislation; (ii) any failure of the Services to comply with applicable legal or regulatory requirements; or (iii) infringement of third party intellectual property rights.

26. Notices. All notices required or permitted to be given under the Terms must be in writing and shall be given by personal delivery, registered or certified mail, or Federal Express or other nationally recognized courier service which regularly tracks its packages, if to ec² to ec² Software Solutions, LLC, 3035 E. Patrick Lane, Suite 1, Las Vegas, Nevada, 89120, Attn: Support, and if to you, to the email and/or postal address associated with your Account or which you have provided to ec² via anywhere in or on the Services, via telephone, or via email or regular mail. Notices, if personally delivered, shall be deemed to have been received on the date of delivery; if by registered or certified mail, on the third business day after mailing; if by Federal Express or email, on the second business day after deposit with the service. You may not send any notices under this Section to ec² via email.

27. Miscellaneous. If any provision of the Terms is found to be unlawful, void or for any reason unenforceable, then that provision shall be deemed severable from the Terms and shall not affect the validity and enforceability of any remaining provisions. This is the entire agreement between you and ec² relating to the subject matter herein and supersedes any and all prior or contemporaneous written or oral agreements between us with respect to such subject matter, except the applicable Privacy Policy and any agreement which your company or a third party has with ec² for your access or use of the Services, all of which remain valid and in full force and effect. The Terms are not assignable, transferable or sublicensable by you except with ec²'s prior written consent. No waiver by either party of any breach or default hereunder shall be deemed to be a waiver of any preceding or subsequent breach or default. No agency, partnership, joint venture, employee-employer or franchiser-franchisee relationship is intended or created by the Terms. Any heading, caption or section title contained herein is inserted only as a matter of convenience and in no way defines or explains any section or provision hereof. ec²'s performance of the Terms is subject to existing laws and legal process, and nothing contained in the Terms is in derogation of ec²'s right to comply with governmental, court, and law enforcement requests or requirements relating to your access, registration, download, installation and/or use of the Services or the

Materials, or information provided to or gathered by ec² with respect to such access, registration, download, installation and/or use. A printed version of the Terms and of any notices given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to the Terms to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form. The parties agree that all correspondence relating to these Terms and any other ec² policies must be written in the English language.

28. Questions. The Services are provided by ec² Software Solutions, LLC. If you have any questions, comments or complaints regarding the Terms, the Services or the Materials, please feel free to contact ec² at: ec² Software Solutions, LLC, 3035 E. Patrick Lane, Suite 1, Las Vegas, Nevada, 89120, Attn: Support, or via email at support@ec2softare.com (with the subject line "Questions, Comments or Complaints").

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