

AI Terms of Use

Last Modified: _____

These AI Terms of Use (this "Agreement") are a binding contract between you or the entity you represent ("Customer," "you," or "your") and ROITECH CORPORATION, a Wisconsin corporation ("Provider," "we," or "us"). This Agreement governs your access to and use of the Services. Services provided under this Agreement are for business or commercial, and not personal or consumer, use.

THIS AGREEMENT TAKES EFFECT AT THE EARLIEST OF WHEN YOU CLICK THE "I ACCEPT" BUTTON BELOW ,OR EXECUTE AN ORDER THAT INCORPORATES THIS AGREEMENT BY REFERENCE, OR ACCESS OR USE THE SERVICES (the "Effective Date"). BY CLICKING ON THE "I ACCEPT" BUTTON BELOW, OR EXECUTING AN ORDER THAT INCORPORATES THIS AGREEMENT BY REFERENCE, OR ACCESSING OR USING THE SERVICES YOU (A) ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTAND THIS AGREEMENT; (B) REPRESENT AND WARRANT THAT YOU HAVE THE RIGHT, POWER, AND AUTHORITY TO ENTER INTO THIS AGREEMENT AND IF ENTERING INTO THIS AGREEMENT FOR AN ENTITY, THAT YOU HAVE THE LEGAL AUTHORITY TO BIND THAT ENTITY; AND (C) ACCEPT THIS AGREEMENT ON YOUR BEHALF OR ON BEHALF OF THE ENTITY YOU REPRESENT IF YOU ARE ENTERING INTO THIS AGREEMENT FOR AN ENTITY AND AGREE THAT YOU OR SUCH ENTITY, AS APPLICABLE, ARE LEGALLY BOUND BY ITS TERMS.

IF YOU DO NOT ACCEPT THESE TERMS, YOU MAY NOT ACCESS OR USE THE SERVICES.

1. Definitions.

"**Aggregated Statistics**" has the meaning set out in Section 2(c).

"**AI Customer Input**" means information, data, materials, text, prompts, images, works, code, or other content that is input, entered, posted, uploaded, submitted, transferred, or otherwise transmitted by or on behalf of Customer or any other Authorized User through the Services.

"**AI Customer Output**" means information, data, materials, text, images, code, works, or other content generated by or otherwise output from the Services/an AI Feature in response to an AI Customer Input.

"**AI Feature**" means any feature, functionality, or component of the Services that incorporates, uses, depends on, or employs any AI Technology.

"**AI Technology**" means any and all machine learning, deep learning, and other artificial intelligence technologies, including statistical learning algorithms, models (including large language models), neural networks, and other artificial intelligence tools or methodologies, all software implementations of any of the foregoing, and related

hardware or equipment capable of generating various types of content (including text, images, video, audio, or computer code) based on user-supplied prompts.

"API" means any application programming interface Provider makes available in connection with the Services.

"Authorized User" means Customer and Customer's employees, consultants, contractors, and agents (i) who are authorized by Customer to access and use the Services under the rights granted to Customer under this Agreement and (ii) for whom access to the Services has been purchased hereunder.

"Confidential Information" has the meaning set out in Section 5.

"Customer Data" means AI Customer Input and AI Customer Output along with information, data, and other content, in any form or medium, that is submitted, entered, posted, or otherwise transmitted by or on behalf of Customer or any other Authorized User through the Services, and any outputs based thereon or derived therefrom, including AI Customer Input and AI Customer Output. Customer Data does not include Aggregated Statistics.

"Feedback" has the meaning set out in Section 6(c).

"Fees" has the meaning set out in Section 4.

"Losses" has the meaning set out in Section 8(a)(i).

"Order" means an ordering document or online order entered into between you and us that references this Agreement and describes the Services you are subscribing to.

"Personal Information" means information that: (a) identifies or can be used to identify an individual (including, without limitation, names, signatures, addresses, telephone numbers, email addresses, and other unique identifiers); or (b) can be used to authenticate an individual (including, without limitation, employee identification numbers, government-issued identification numbers, passwords or PINs, user identification and account access credentials or passwords, financial account numbers, credit report information, student information, biometric, health, genetic, medical, or medical insurance data, answers to security questions, an individual's internet activity or similar interaction history, inferences drawn from other personal information to create consumer profiles, geolocation data, an individual's commercial, employment, or education history, and other personal characteristics and identifiers. Customer's business contact information is not by itself deemed to be Personal Information.

"Process" means to take any action or perform any operation or set of operations that the Services are capable of taking or performing on any data, information, or other content including to collect, receive, input, upload, download, record, reproduce, store, organize, combine, log, catalog, cross-reference, manage, maintain, copy, adapt, alter, translate, or make other improvements or derivative works, process, weigh, perform

statistical analysis, retrieve, output, consult, use, perform, display, disseminate, transmit, submit, post, transfer, disclose, or otherwise provide or make available, or block, erase, or destroy. "**Processing**" and "**Processed**" have correlative meanings.

"Provider IP" means the Services the Customer Customizations and all intellectual property provided to Customer or any other Authorized User in connection with the foregoing. For the avoidance of doubt, Provider IP includes Aggregated Statistics and any information, data, or other content derived from Provider's monitoring of Customer's access to or use of the Services, but does not include Customer Data. Provider IP includes all modifications, enhancements, refinements, adaptations, customizations, improvements, and derivative works of the Services.

"Services" means the services provided by Provider under this Agreement including the AI Features and any APIs including, but not limited to "Susan AI".

"Service Suspension" has the meaning set out in Section 2(e).

"Term" has the meaning set out in Section 10(a).

"Third-Party Claim" has the meaning set out in Section 8(a)(i).

"Third-Party Products" means any products, technology, content, data, services, information, websites, or other materials that are owned by third parties and are included in, incorporated into, or accessible through the Services, including any third-party AI Technology.

"Training Data" means any and all information, data, materials, text, prompts, images, code, and other content that is used by or on behalf of Provider to train, validate, test, retrain, or improve any AI Technology incorporated into or used with, in connection with, or in support of, the Services, including Customer Data.

2. Access and Use.

(a) **Provision of Access.** Subject to and conditioned on your payment of Fees and compliance with all other terms and conditions of this Agreement, Provider hereby grants you a non-exclusive, non-transferable right to access and use the Services during the Term, solely for your internal business operations by Authorized Users under these terms and conditions. Provider shall provide you the necessary passwords and access credentials to allow you access to the Services.

(b) **Use Restrictions.** You shall not use the for any purposes beyond the scope of the access granted in this Agreement. You shall not at any time, directly or indirectly, and shall not permit any Authorized Users to: (i) copy, modify, or create derivative works of the Services, in whole or in part; (ii) rent, lease, lend, sell, license, sublicense, assign, distribute, publish, transfer, or otherwise make available the Services; (iii) reverse engineer, disassemble, decompile, decode, or duplicate the Services, reproduce Training Data, other than Customer Data, engage in model extraction, or otherwise attempt to derive or gain access to any source code, algorithm, model, model weights and

parameters, or other underlying AI Technology or component of the Services, in whole or in part; (iv) access or use the Services or any AI Customer Output to develop, train, or improve any other AI Technology or a competing or similar product or service; (v) use web scraping, web harvesting, web data extraction or any other method to extract data from the Services or any AI Customer Output; (vi) remove any proprietary notices from the Services; (vii) use the Services to create or generate AI Customer Output, or use AI Customer Output in a manner, that you know or should know infringes, misappropriates, or otherwise violates any intellectual property right or other right of any person, or that violates any applicable law, regulation, or rule; or (viii) submit, enter, post, or otherwise transmit or Process any Personal Information through the Services.

(c) Aggregated Statistics. Notwithstanding anything to the contrary in this Agreement, Provider may monitor Customer's use of the Services and collect and compile data and information related to Customer's use of the Services to be used by Provider in an aggregated and anonymized manner, including to compile statistical and performance information related to the provision and operation of the Services ("Aggregated Statistics"). As between Provider and Customer, all right, title, and interest in Aggregated Statistics, and all intellectual property rights therein, belong to and are retained solely by Provider. You agree that Provider may use and make publicly available Aggregated Statistics to the extent and in the manner permitted under applicable law.

(d) Reservation of Rights. Provider reserves all rights not expressly granted to Customer in this Agreement. Except for the limited rights and licenses expressly granted under this Agreement, nothing in this Agreement grants, by implication, waiver, estoppel, or otherwise, to Customer or any third party, any intellectual property rights or other right, title, or interest in or to the Provider IP or Third-Party Products.

(e) Suspension. Notwithstanding anything to the contrary in this Agreement, Provider may temporarily suspend Customer's and any other Authorized User's access to any portion or all of the Services if: (i) Provider reasonably determines that (A) there is a threat or attack on any of the Provider IP; (B) Customer's or any other Authorized User's use of the Provider IP disrupts or poses a security risk to the Provider IP, to Provider, or to any other customer or vendor of Provider; (C) Customer or any other Authorized User is using the Provider IP for fraudulent or illegal activities; (D) subject to applicable law, Customer has ceased to continue its business in the ordinary course, made an assignment for the benefit of creditors or similar disposition of its assets, or become the subject of any bankruptcy, reorganization, liquidation, dissolution, or similar proceeding; (E) Provider's provision of the Services to Customer or any other Authorized User is prohibited by applicable law; or (F) Customer is using the Services in material violation of Section 2(c); (ii) any vendor of Provider has suspended or terminated Provider's access to or use of any third-party services or products required to enable Customer to access and use the Services; or (iii) in accordance with Section 4 (any such suspension described in subclause (i), (ii), or (iii), a "**Service Suspension**"). Provider shall use commercially reasonable efforts to provide written notice of any Service Suspension to Customer and to provide updates regarding resumption of access to the Services following any Service Suspension. Provider shall use commercially reasonable efforts to resume providing

access to the Services as soon as reasonably possible after the event giving rise to the Services Suspension is cured. Provider will have no liability for any damage, liabilities, losses (including any loss of data or profits), or any other consequences that Customer or any other Authorized User may incur as a result of a Service Suspension.

3. Customer Responsibilities.

(a) Provider Policies. The Services may not be used for unlawful, fraudulent, offensive, or obscene activity. You shall comply with all terms and conditions of this Agreement, all applicable laws, rules, and regulations, and all guidelines, standards, requirements, and policies that may be enacted by Provider from time to time, which are hereby incorporated herein by reference.

(b) Account Use. You are responsible and liable for all uses of the Services and Documentation resulting from access provided by you, directly or indirectly, whether that access or use is permitted by or in violation of this Agreement. Without limiting the generality of the foregoing, you are responsible for all acts and omissions of Authorized Users, and any act or omission by an Authorized User that would constitute a breach of this Agreement if taken by you will be deemed a breach of this Agreement by you. You shall use reasonable efforts to make all Authorized Users aware of this Agreement's provisions as applicable to such Authorized User's use of the Services and shall cause Authorized Users to comply with such provisions.

(c) Use of AI Customer Output. You are solely responsible for (i) evaluating (including by human review) AI Customer Output for accuracy, completeness, and other factors relevant to your use before using, distributing, or relying on the AI Customer Output and (ii) your decisions, actions, and omissions in reliance or based on the AI Customer Output.

(d) Passwords and Access Credentials. You are responsible for keeping your passwords and access credentials associated with the Services confidential. You shall not sell or transfer them to any other person or entity. You shall promptly notify us about any unauthorized access to your passwords or access credentials.

(e) Third-Party Products. The Services may permit access to Third-Party Products. For purposes of this Agreement, these Third-Party Products are subject to their own terms and conditions which may be presented to you for acceptance by website link or otherwise. The Services may also include or incorporate Third-Party Products licensed or provided by third parties that require us to pass through additional terms to you. You shall comply with all such applicable pass-through terms as made available by Provider, as such terms may be updated, modified, or added from time to time. We may add or remove Third-Party Products from time to time. If you do not agree to abide by the applicable terms for any Third-Party Products, then you should not install, access, or use these Third-Party Products or any Services that include or incorporate these Third-Party Products.

4. **Fees and Payment.** Customer shall pay Provider the fees as follows: an annual subscription fee in the amount of \$20,000.00 which shall be billed in monthly increments and, for each estimate which is exported to another estimating service (Xactimate, Verisk, Symbility etc.), a fee equal to \$20.00 which charges shall accrue each month and be invoiced in the subsequent month (collectively, the "Fees") within thirty (30) days from the invoice date without offset or deduction. Customer shall make all payments hereunder in US dollars on or before the due date. If Customer fails to make any payment when due, without limiting Provider's other rights and remedies: (i) Provider may charge interest on the past due amount at the rate of 1.5% per month calculated daily and compounded monthly or, if lower, the highest rate permitted under applicable law; (ii) Customer shall reimburse Provider for all reasonable costs incurred by Provider in collecting any late payments or interest, including attorneys' fees, court costs, and collection agency fees; and (iii) if the failure continues for 3 days or more, Provider may suspend, under Section 2(f), Customer's and all other Authorized Users' access to any portion or all of the Services until such amounts are paid in full. All Fees and other amounts payable by Customer under this Agreement are exclusive of taxes and similar assessments. Customer is responsible for all sales, use, and excise taxes, and any other similar taxes, duties, and charges of any kind imposed by any federal, state, or local governmental or regulatory authority on any amounts payable by Customer hereunder, other than any taxes imposed on Provider's income.

5. **Confidential Information.** From time to time during the Term, Provider and Customer may disclose or make available to the other party information about its business affairs, products, confidential intellectual property, trade secrets, third-party confidential information, and other sensitive or proprietary information, whether orally or in written, electronic, or other form or media/in written or electronic form or media, whether or not marked, designated, or otherwise identified as "confidential" at the time of disclosure (collectively, "**Confidential Information**"). Without limiting the foregoing, Provider IP is Provider's Confidential Information and Customer Data is Customer's Confidential Information. Confidential Information does not include information that, at the time of disclosure is: (a) in the public domain; (b) known to the receiving party; (c) rightfully obtained by the receiving party on a non-confidential basis from a third party; or (d) independently developed by the receiving party. The receiving party shall not disclose the disclosing party's Confidential Information to any person or entity, except to the receiving party's employees, agents, or subcontractors who have a need to know the Confidential Information for the receiving party to exercise its rights or perform its obligations hereunder and who are required to protect the Confidential Information in a manner no less stringent than required under this Agreement. Notwithstanding the foregoing, each party may disclose Confidential Information to the limited extent required (i) to comply with the order of a court or other governmental body, or as otherwise necessary to comply with applicable law, provided that the party making the disclosure pursuant to the order shall first have given written notice to the other party and made a reasonable effort to obtain a protective order; or (ii) to establish a party's rights under this Agreement, including to make required court filings. Each party's obligations of non-disclosure regarding Confidential Information are effective as of the date the Confidential Information is first disclosed to the receiving party and will continue as long as permitted by applicable law; provided, however, for any Confidential Information that constitutes a trade secret (as determined under applicable law), those obligations of non-disclosure will survive the termination or expiration of this Agreement for as long as the Confidential Information remains subject to trade secret protection under applicable law.

6. Intellectual Property Ownership; Feedback.

(a) Provider IP. Customer acknowledges that, as between Customer and Provider, Provider owns all right, title, and interest, including all intellectual property rights, in and to the Provider IP and, for Third-Party Products, the applicable third-party providers own all right, title, and interest, including all intellectual property rights, in and to the Third-Party Products. Provider hereby grants you a non-exclusive, royalty-free, worldwide license to reproduce, distribute, and otherwise use and display the Provider IP and Third-Party Products solely to the extent incorporated into and necessary for you to use and otherwise exploit the AI Customer Output solely for your internal business operations by Authorized Users in accordance with the terms and conditions herein.

(b) Customer Data. Provider acknowledges that, as between Provider and Customer, Customer owns all right, title, and interest, including all intellectual property rights, in and to the Customer Data, except as set out in Section 6(a) with respect to Provider IP and Third-Party Products incorporated into AI Customer Output and subject to the license granted herein. Customer hereby grants to Provider a non-exclusive, royalty-free, worldwide license to (i) reproduce, distribute, and otherwise use and display the Customer Data and Process the Customer Data as may be necessary for Provider to provide the Services to Customer and (ii) use, modify, and adapt AI Customer Input and AI Customer Output to train, develop, adapt, modify, enhance, or improve the Services and/or AI Features. Notwithstanding anything in this Agreement to the contrary, unless prohibited by applicable law, we may delete Customer Data at any time if we determine that Customer Data violates the terms of this Agreement or that deletion is necessary to comply with applicable law.

(c) Feedback. If you or any other Authorized User sends or transmits any communications or materials to us by mail, email, telephone, or otherwise, suggesting or recommending changes to the Services, including without limitation, new features or functionality relating thereto, or any comments, questions, suggestions, or the like ("**Feedback**"), we are free to use that Feedback. All Feedback is and will be treated as non-confidential. You hereby assign to us on your behalf, and shall cause your Authorized Users to assign to us, all right, title, and interest in, and we are free to use, without any attribution or compensation to you or any third party, any ideas, know-how, concepts, techniques, or other intellectual property rights contained in the Feedback, for any purpose whatsoever, although we are have no obligation to acknowledge receipt of or use any Feedback.

7. Limited Warranty and Warranty Disclaimer.

(a) PROVIDER STRICTLY DISCLAIMS ALL WARRANTIES, WITH RESPECT TO ANY THIRD-PARTY PRODUCTS.

(b) Customer Warranty. You represent, warrant, and covenant that (i) you own or otherwise have and will have all necessary rights, permissions, and consents in and relating to the Customer Data [(other than AI Customer Output)] so that, as received by Provider and Processed in accordance with this Agreement, it does not and will not

infringe, misappropriate, or otherwise violate any intellectual property rights[, or any privacy or other rights] of any third party or violate any applicable law, and (ii) no Customer Data [(other than AI Customer Output)] contains or will contain any Personal Information.

(c) THE SERVICES AND AI CUSTOMER OUTPUT ARE PROVIDED "AS IS" AND PROVIDER SPECIFICALLY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE. PROVIDER SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT, AND ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE, OR TRADE PRACTICE. PROVIDER MAKES NO WARRANTY OF ANY KIND THAT THE SERVICES, OR ANY PRODUCTS OR RESULTS OF THE USE THEREOF, INCLUDING ANY AI OUTPUTS, WILL MEET YOUR OR ANY OTHER PERSON'S OR ENTITY'S REQUIREMENTS, OPERATE WITHOUT INTERRUPTION, ACHIEVE ANY INTENDED RESULT, BE COMPATIBLE OR WORK WITH ANY OF YOUR OR ANY THIRD PARTY'S SOFTWARE, SYSTEM, OR OTHER SERVICES, OR BE SECURE, ACCURATE, COMPLETE, FREE OF HARMFUL CODE, OR ERROR-FREE, OR THAT ANY ERRORS OR DEFECTS CAN OR WILL BE CORRECTED. YOU ACKNOWLEDGE THAT, GIVEN THE NATURE OF THE SERVICES AND AI TECHNOLOGY, AI CUSTOMER OUTPUT (I) MAY BE INACCURATE (II) MAY BE THE SAME AS OR SIMILAR TO OUTPUT THE SERVICES GENERATE FOR OTHER CUSTOMERS, (III) MAY NOT QUALIFY FOR INTELLECTUAL PROPERTY PROTECTION, AND (IV) MAY BE SUBJECT TO THIRD PARTY TERMS, INCLUDING, AS APPLICABLE, OPEN SOURCE LICENSE.

8. Indemnification.

(a) Provider Indemnification.

(i) Provider shall indemnify, defend, and hold Customer harmless from and against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including reasonable attorneys' fees ("**Losses**"), incurred by Customer resulting from any third-party claim, suit, action, or proceeding ("**Third-Party Claim**") that the Services or AI Customer Output, including any Training Data used by Provider to train AI Technology incorporated or included in the Services, or Customer's or any Authorized User's use thereof in accordance with this Agreement, infringes or misappropriates such third party's intellectual property rights, patents, copyrights, or trade secrets, provided that Customer promptly notifies Provider in writing of the Third-Party Claim, cooperates with Provider, and allows Provider sole authority to control the defense and settlement of such Third-Party Claim.

(ii) If such a Third-Party Claim is made or either party reasonably anticipates such a Third-Party Claim will be made, Customer agrees to permit

Provider, at Provider's sole discretion, to (A) modify or replace the Services, or component or part thereof, to make it non-infringing, or (B) obtain the right for Customer to continue use. If Provider determines that neither alternative is reasonably available, Provider may terminate this Agreement, in its entirety or with respect to the affected component or part, effective immediately on written notice to Customer.

(iii) This Section 9(a) will not apply to the extent that any such Third-Party Claim arises from (A) Customer's or any other Authorized User's use of the Services or AI Customer Output in combination with any products, services, or software not provided by Provider; (B) modifications to the Services or AI Customer Output other than by Provider; (C) AI Customer Input or other Customer Data; (D) Third-Party Products accessible through but not incorporated into the Services; (E) Customer's disablement or circumvention of any applicable source citation, filtering, or safety tools or functions of the Services; or (F) your violation of this Agreement or applicable laws.

(b) Customer Indemnification. Customer shall indemnify, hold harmless, and, at Provider's option, defend Provider and its officers, directors, employees, agents, affiliates, successors, and assigns from and against any and all Losses arising from or relating to any Third-Party Claim (i) that the AI Customer Input, or Processing or any other use thereof in accordance with this Agreement, infringes or misappropriates such third party's intellectual property rights; or (ii) based on Customer's or any Authorized User's negligence or willful misconduct or use of the Services in a manner not authorized by this Agreement or applicable laws provided that Customer may not settle any Third-Party Claim against Provider unless Provider consents to such settlement, and further provided that Provider will have the right, at its option, to defend itself against any such Third-Party Claim or to participate in the defense thereof by counsel of its own choice.

(c) Sole Remedy. THIS SECTION 9 SETS OUT CUSTOMER'S SOLE REMEDIES AND PROVIDER'S SOLE LIABILITY AND OBLIGATION FOR ANY ACTUAL, THREATENED, OR ALLEGED CLAIMS THAT THE SERVICES OR AI CUSTOMER OUTPUT INFRINGE, MISAPPROPRIATE, OR OTHERWISE VIOLATE ANY INTELLECTUAL PROPERTY RIGHTS OF ANY THIRD PARTY. IN NO EVENT WILL PROVIDER'S LIABILITY UNDER THIS SECTION 10 EXCEED THE TOTAL AMOUNTS PAID TO PROVIDER UNDER THIS AGREEMENT IN THE TWELVE (12) MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO THE THIRD-PARTY CLAIM.

9. Limitations of Liability. EXCEPT AS PROHIBITED BY LAW, IN NO EVENT WILL PROVIDER BE LIABLE UNDER OR IN CONNECTION WITH THIS AGREEMENT UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR OTHERWISE, FOR ANY: (a) CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, ENHANCED, OR PUNITIVE DAMAGES; (b) INCREASED COSTS, DIMINUTION IN VALUE OR LOST BUSINESS, PRODUCTION, REVENUES, OR PROFITS; (c) LOSS OF GOODWILL OR REPUTATION; (d) USE, INABILITY TO USE, LOSS, INTERRUPTION, DELAY OR

RECOVERY OF ANY DATA, OR BREACH OF DATA OR SYSTEM SECURITY; OR (e) COST OF REPLACEMENT GOODS OR SERVICES, IN EACH CASE REGARDLESS OF WHETHER PROVIDER WAS ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES OR SUCH LOSSES OR DAMAGES WERE OTHERWISE FORESEEABLE. EXCEPT AS PROHIBITED BY LAW, IN NO EVENT WILL PROVIDER'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR OTHERWISE EXCEED THE TOTAL AMOUNTS PAID TO PROVIDER UNDER THIS AGREEMENT IN THE TWELVE (12) MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO THE CLAIM. The exclusions and limitations in this Section 10 do not apply to Provider's recklessness or willful misconduct.

10. Term and Termination.

(a) Term. The term of this Agreement begins on the Effective Date and continues until terminated. (the "**Term**").

(b) Termination. In addition to any other express termination right set out in this Agreement:

(i) Provider may terminate this Agreement for any reason upon five (5) days' advance notice. You may terminate this Agreement for any reason upon thirty (30) days' advance notice.

(ii) Either party may terminate this Agreement, effective on written notice to the other party, if the other party materially breaches this Agreement, and such breach: (A) is incapable of cure; or (B) being capable of cure, remains uncured 10 days after the non-breaching party provides the breaching party with written notice of such breach.

(iii) Either party may terminate this Agreement, effective immediately upon written notice to the other party, if the other party: (A) becomes insolvent or is generally unable to pay, or fails to pay, its debts as they become due; (B) files, or has filed against it, a petition for voluntary or involuntary bankruptcy or otherwise becomes subject, voluntarily or involuntarily, to any proceeding under any domestic or foreign bankruptcy or insolvency law; (C) makes or seeks to make a general assignment for the benefit of its creditors; or (D) applies for or has appointed a receiver, trustee, custodian, or similar agent appointed by order of any court of competent jurisdiction to take charge of or sell any material portion of its property or business.

(c) Effect of Expiration or Termination. Upon expiration or termination of this Agreement, Customer shall immediately discontinue use of the Provider IP. No expiration or termination of this Agreement will affect Customer's obligation to pay all Fees that may have become due before that expiration or termination, or entitle Customer to any refund. Following expiration or termination of this Agreement, Provider may

permanently delete Customer Data from the Services and all systems Provider controls, unless otherwise required by applicable law. Notwithstanding the foregoing and for the avoidance of doubt, Provider shall not be obligated to delete, destroy, or disable any modifications, developments, or improvements to the Services or any other products or services resulting from Provider's use of Customer Data pursuant to Section 6(b).

(d) Survival. This Section 12(d), Sections 6, 7, 8, 9, 10, 12, 13, 14, and 15 and any right, obligation, or required performance of the parties in this Agreement which, by its express terms or nature and context is intended to survive termination of this Agreement, will survive termination.

11. Modifications. You acknowledge and agree that we have the right, in our sole discretion, to modify this Agreement from time to time, and that modified terms become effective on posting. You will be notified of modifications through direct email communication from us. You are responsible for reviewing and becoming familiar with any modifications. Your continued use of the Services after the effective date of the modifications will be deemed acceptance of the modified terms. Notwithstanding the foregoing, any change to the annual subscription fee amount described in Section 4 shall only be effective upon 30 days advance notice.

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

13. Governing Law and Jurisdiction. This agreement is governed by and construed in accordance with the internal laws of the State of Delaware without giving effect to any choice or conflict of law provision or rule that would require or permit the application of the laws of any jurisdiction other than those of the State of Delaware. Except as otherwise set out herein, any legal suit, action, or proceeding arising out of or related to this agreement or the rights granted hereunder will be instituted exclusively in the federal courts of the United States or the courts of the State of Wisconsin in each case located in the city of County of Waukesha, Wisconsin, and each party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action, or proceeding.

14. Arbitration and Waiver of Class Action. Any dispute, controversy, or claim arising out of or relating to this Agreement, including its formation, validity, or enforceability, shall be resolved by binding arbitration administered by the American Arbitration Association in accordance with its rules. The arbitrator shall have exclusive authority to resolve any dispute regarding the enforceability or formation of this Agreement and the arbitrability of any dispute between the parties. **THE PARTIES AGREE TO WAIVE ANY RIGHT TO A JURY**

TRIAL. FURTHERMORE, THE PARTIES AGREE THAT ANY ARBITRATION SHALL BE CONDUCTED ON AN INDIVIDUAL BASIS AND NOT AS A CLASS, COLLECTIVE, OR REPRESENTATIVE ACTION, AND THE PARTIES EXPRESSLY WAIVE ANY RIGHT TO BRING OR PARTICIPATE IN A CLASS, COLLECTIVE, OR REPRESENTATIVE ACTION. Any dispute regarding the enforceability or scope of this class and collective action waiver shall be determined by a court of competent jurisdiction. This provision shall survive the termination of this Agreement.

15. Miscellaneous. This Agreement, including the Order, constitutes the entire agreement and understanding between the parties hereto with respect to the subject matter hereof and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to such subject matter. In the event of any inconsistency between the body of this Agreement and the Order, the body of this Agreement controls unless the parties expressly indicate in the Order an intent to deviate from the terms of this Agreement. Any notices to us must be sent to jack@roitechai.com or our corporate headquarters address at _____ and must be delivered either in person, by email, certified or registered mail, return receipt requested and postage prepaid, or by recognized overnight courier service, and are deemed given upon receipt by us. Notwithstanding the foregoing, you hereby consent to receiving electronic communications from us. These electronic communications may include notices about applicable fees and charges, transactional information, and other information concerning or related to the Services. You agree that any notices, agreements, disclosures, or other communications that we send to you electronically will satisfy any legal communication requirements, including that such communications be in writing. The invalidity, illegality, or unenforceability of any provision herein does not affect any other provision herein or the validity, legality, or enforceability of such provision in any other jurisdiction. Any failure to act by us with respect to a breach of this Agreement by you or others does not constitute a waiver and will not limit our rights with respect to such breach or any subsequent breaches. This Agreement is personal to you and may not be assigned or transferred for any reason whatsoever without our prior written consent and any action or conduct in violation of the foregoing will be void and without effect. We expressly reserve the right to assign this Agreement and to delegate any of its obligations hereunder.