

## UNITK SOFTWARE TERMS OF SERVICE

UnitK Software, LLC. (“Us,” “We,” “Our”, or “Company”), located at P.O. Box 16088, Oklahoma City, OK 73113 provides various products and services (“Services”) to you, the user, subject to your compliance with all terms, conditions, and notices contained or referenced herein (the “Terms of Service”), as well as any other written agreement between us and you. In addition, when using particular products or services users shall be subject to any posted rules applicable to such services or materials that may contain terms and conditions in addition to those in these Terms of Service. All such rules are hereby incorporated by reference into these Terms of Service.

BY PLACING AN ORDER FOR SERVICES OR USING THE SERVICE, YOU AGREE TO BE BOUND BY THESE TERMS OF SERVICE. IF YOU ARE ENTERING INTO THIS AGREEMENT ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY, YOU REPRESENT THAT YOU HAVE THE AUTHORITY TO BIND SUCH ENTITY AND ITS AFFILIATES TO THESE TERMS AND CONDITIONS. IF YOU DO NOT HAVE SUCH AUTHORITY, OR IF YOU DO NOT AGREE WITH THESE TERMS AND CONDITIONS, YOU MUST DECLINE THIS AGREEMENT AND NOT USE THE SERVICES.

You may not access the Services if you are Our direct competitor, except with Our prior written consent. In addition, you may not access the Services for purposes of monitoring their availability, performance, or functionality, or for any other benchmarking or competitive purposes.

This agreement was last updated May 6, 2020. It is effective between You and Us as of the date of You agreeing to be bound by these Terms of Service.

### 1. DEFINITIONS

#### 1.1 Definitions

“Order Form” means the ordering documents for purchases hereunder, including addenda thereto, that are entered into between You and Us. Order Forms shall be deemed incorporated by reference.

“Users” means individuals who are authorized by You to use the Services, for whom subscriptions to a Service have been purchased, and who have been supplied user identifications and passwords by You (or by Us at Your request). Users may include but are not limited to Your employees, consultants, contractors, and agents; or third parties with which You transact business. “Your data” means all electronic data or information submitted by You to the Purchased Services.

### 2. USE OF SERVICES

#### 2.1 Right to Use Services

We grant you the non-exclusive, non-transferable, revocable right to access our services with an active, purchased license.

## 2.2 Limitations of Use

You shall not (i) make the Services available to anyone other than Users, (ii) sell, resell, rent, redistribute, lease or sublicense the Services, (iii) use the Services to store or transmit unlawful material, (iv) or attempt to gain unauthorized access to the Services. You agree to use the Services in compliance with all applicable local laws, including local laws of the country or region in which you reside or in which you download or use the Services.

## 3. CUSTOMER DATA

### 3.1 Your Data

All your data uploaded to the system is owned by you. You warrant that (i) you have the right to upload or otherwise share Data with us, and (ii) your uploading or processing of your Data in the context of our Services does not infringe on any rights of any third party. Each party agrees to apply reasonable technical, organizational and administrative security measures to keep Data protected in accordance with industry standards. We agree to keep confidential any information you submit to the Service or to one of Our agents.

### 3.2 Requesting a Backup of Your Data

Upon your written request and subject to the limitations described in Section 9.2, We will send you a database backup. Fees may apply to retrieve data from back-ups. Delinquent accounts must be brought to good standing in order to receive data.

## 4. SECURITY

### 4.1 Passwords

You will choose or be given all applicable passwords to use in connection with the Service. You are responsible for maintaining the confidentiality of your passwords and account (including, if applicable, the passwords and accounts of each user accessing the Service by means of an account established by you). Furthermore, you are responsible for any and all activities that occur under your account (including, if applicable, the accounts of each user accessing the Service by means of an account established by you). Each password may be used by one individual named person only. Passwords may not be used concurrently or shared by more than one individual named person.

### 4.2 Security

You shall notify Us immediately of any unauthorized use of your account (including, if applicable, the passwords and accounts of each user accessing the Service by means of an account established by you) or any other breach of security. We will not be liable for any loss or damage arising from your failure to comply with these requirements.

## 5. INTELLECTUAL PROPERTY

### 5.1 Reservation of Rights

Subject to the limited rights expressly granted hereunder, We reserve all rights, title and interest in and to the Services, including all related intellectual property rights. No rights are granted to you hereunder other than as expressly set forth herein.

### 5.2 Restrictions

You shall not (i) permit any third party to access the Services except as permitted herein or in an Order Form, (ii) create derivative works based on the Services, (iii) copy, frame, or mirror any part or content of the Services, other than copying or framing on Your own intranets or otherwise for Your own internal business purposes, (iv) reverse engineer the Services, or (v) access the Services in order to (a) build a competitive product or service, or (b) copy any features, functions, or graphics of the Services.

### 5.3 Suggestions

We shall have a royalty-free, worldwide, transferable, sublicensable, irrevocable, perpetual license to use or incorporate into the Service any suggestions, enhancement requests, recommendations, or other feedback provided by you, including Users, relating to the operation of the Services.

## 6. INDEMNIFICATION

### 6.1 Mutual Indemnification

We shall indemnify and hold you and your parent organizations, subsidiaries, affiliates, officers, directors, employees, attorneys and agents harmless from and against any and all claims, costs, damages, losses, liabilities and expenses (including attorneys' fees and costs) arising out of or in connection with: (i) a claim alleging that the Service directly infringes a copyright, a U.S. patent issued as of the Effective Date, or a trademark of a third party; (ii) a claim, which if true, would constitute a violation by Us of its representations or warranties; or (iii) a claim arising from breach of this Agreement by Us; provided that you (a) promptly give written notice of the claim to Us; (b) give Us sole control of the defense and settlement of the claim (provided that We may not settle or defend any claim unless it unconditionally releases you of all liability); (c) provide to Us all available information and assistance; and (d) have not compromised or settled such claim. We shall have no indemnification obligation, and you shall indemnify Us pursuant

to this Agreement, for claims arising from any infringement arising from the combination of the Service with any of your products, service, hardware or business process(es).

You shall indemnify and hold Us, its licensors and each such party's parent organizations, subsidiaries, affiliates, officers, directors, employees, attorneys, and agents harmless from and against any and all claims, costs, damages, losses, liabilities, and expenses (including attorneys' fees and costs) arising out of or in connection with: (i) a claim alleging that use of customer data infringes the rights of, or has caused harm to, a third party; (ii) a claim, which if true, would constitute a violation by you of your representations and warranties; or (iii) a claim arising from the breach by you or your Users of this agreement, provided in any such case that We (a) give written notice of the claim promptly to you; (b) give you sole control of the defense and settlement of the claim (provided that you may not settle or defend any claim unless you unconditionally release Us of all liability and such settlement does not affect Our business or Service); (c) provides to you all available information and assistance; and (d) has not comprised or settled such claim. The Company has the option, but not the obligation, to take part in all negotiations, settlement discussions, hearings, trials, and other similar meetings and legal proceedings with counsel of its choice.

## 7. WARRANTY

### 7.1 Warranty

We represent, warrant, and covenant that the Software will perform substantially in accordance with any user instructions, manuals, or technical requirements documents that are generally provided by Us in connection with the Software. In the event of a breach of the foregoing warrant, Our sole obligations, and your sole remedy, shall be, at Our option, to use commercially reasonable efforts to correct the Software or replace the Software free-of-charge.

## 8. DISCLAIMER & LIMITATION OF LIABILITY

### 8.1 Disclaimer

EXCEPT AS PROVIDED IN SECTION 7, THE SERVICE IS PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, AND THE COMPANY DISCLAIMS ALL WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. SOME STATES AND/OR JURISDICTIONS DO NOT ALLOW LIMITATIONS ON IMPLIED WARRANTIES, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU. THE COMPANY DOES NOT REPRESENT OR WARRANT THAT THE SERVICE WILL BE UNINTERRUPTED OR ERROR-FREE. ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SERVICE IS DONE AT YOUR RISK AND YOU WILL BE SOLELY RESPONSIBLE

FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR NETWORK, OR LOSS OF DATA THAT RESULTS FROM YOUR USE OF THE SERVICE.

## 8.2 Limitation of Liability

EACH PARTY'S TOTAL LIABILITY WITH RESPECT TO THE SUBJECT MATTER OF THIS AGREEMENT (INCLUDING, BUT NOT LIMITED TO, LIABILITY ARISING OUT OF CONTRACT, TORT, STRICT LIABILITY, BREACH OF WARRANTY OR OTHERWISE), WILL BE LIMITED TO THE FEES PAID BY YOU TO THE COMPANY FOR SERVICES UNDER THIS AGREEMENT IN THE 12 MONTHS PRIOR TO THE ACT OF INJURY THAT GAVE RISE TO THE LIABILITY. NEITHER PARTY SHALL BE LIABLE IN ANY EVENT FOR LOSS OR INACCURACY OF DATA, LOSS OF PROFITS OR REVENUE, OR INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, THE COST OF ANY SUBSTITUTE PROCUREMENT) ARISING OUT OF OR IN CONNECTION WITH USE OF THE SERVICE, WHETHER OR NOT FORESEEABLE AND EVEN IF THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. CERTAIN STATES AND/OR JURISDICTIONS DO NOT ALLOW THE LIMITATION OF LIABILITY FOR INCIDENTAL, CONSEQUENTIAL OR CERTAIN OTHER TYPES OF DAMAGES, SO CERTAIN EXCLUSIONS SET FORTH ABOVE MAY NOT APPLY TO YOU.

## 9. TERM

### 9.1 Purchased Services

If you are a paying subscriber to the Service, this Agreement shall last for the term set forth in an Order Form, and will renew automatically upon the same terms and conditions, including fees set forth in the Order Form, unless you or We requests change or termination one (1) business days prior to the expiration of the then-current Order Form.

### 9.2 Termination

You or We may terminate this Agreement for convenience upon 30 days written notice to the other party, or for cause: (i) upon 30 days written notice of a material breach to the other party if such breach remains uncured at the expiration of the 30-day period; or (ii) if the other party becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation or assignment for the benefit of creditors. Additionally, any account which is suspended for more than thirty (30) days due to delinquent payments may be terminated. Upon termination of this Agreement for any reason, (i) the license will terminate, and you, and any user accessing the Service by means of a company account, if applicable, will cease to use or have access to the Service; and (ii) except where such termination is due to delinquent or fraudulent payment, or false or fraudulent submission of contact

information, you may request a copy of the most recent back-up of your data. Fees may apply to retrieve data from back-ups. We may, but are not obligated to, delete archived data, but will not do so until thirty (30) days after the termination of this Agreement. Delinquent accounts must be brought to good standing in order to receive data.

## 10. FEES AND PAYMENT

### 10.1 User Fees

You shall pay all fees specified in all Order Forms hereunder. Except as otherwise specified herein or in an Order Form, (i) fees are quoted and payable in United States dollars (ii) fees are based on services purchased and not actual usage, (iii) payment obligations are non-cancelable and fees paid are non-refundable, and (iv) the number of User subscriptions purchased cannot be decreased during the relevant subscription term stated on the Order Form. User subscription fees are based on monthly periods that begin on the subscription start date and each monthly anniversary thereof; therefore, fees for User subscriptions added in the middle of a monthly period will be charged for that full monthly period and the monthly periods remaining in the subscription term.

### 10.2 Invoicing and Payment

You will provide Us with valid and updated credit card information, or with a valid purchase order or alternative document reasonably acceptable to Us. If you provide credit card information to Us, you authorize Us to charge such credit for all Services listed in the Order Form for the initial subscription term and any renewal subscription term(s) as set forth in Section 9.1 (Term of Purchased Services). Such charges shall be made in advance, either annually or in accordance with any different billing frequency stated in the applicable Order Form. If the Order Form specifies that payment will be by a method other than a credit card, We will invoice you in advance and otherwise in accordance with the relevant Order Form. Unless otherwise stated in the Order Form, invoiced charges are due net 15 days from the invoice date. You are responsible for maintaining complete and accurate billing and contact information in the Services.

### 10.3 Overdue Charges

If any charges are not received from you by the due date, then at Our discretion, (a) such charges may accrue late interest at the rate of 2% of the outstanding balance per month, or the maximum rate permitted by law, whichever is lower, from the date such payment was due until the date paid, and/or (b) We may

condition future subscription renewals and Order Forms on payment terms shorter than those specified in Section 10.2 (Invoicing and Payment).

#### 10.4 Suspension of Service and Acceleration

If any amount owed by you under this or any other agreement for Our services is 30 or more days overdue (or 10 or more days overdue in the case of amounts You have authorized Us to charge to Your credit card), We may, without limiting Our other rights and remedies, accelerate your unpaid fee obligations under such agreements so that all such obligations become immediately due and payable, and suspend Our services to You until such amounts are paid in full.

#### 10.5 Payment Disputes

We shall not exercise Our rights under Section 10.3 (Overdue Charges) or 10.4 (Suspension of Service and Acceleration) if the applicable charges are under reasonable and good-faith dispute and you are cooperating diligently to resolve the dispute.

#### 10.6 Taxes

Unless otherwise stated, Our fees do not include any taxes, levies, duties or similar governmental assessments of any nature, including but not limited to value-added, sales, use or withholding taxes, assessable by any local, state, provincial, federal or foreign jurisdiction (collectively, " Taxes"). You are responsible for paying all Taxes associated with your purchases hereunder. If We have the legal obligation to pay or collect Taxes for which you are responsible under this paragraph, the appropriate amount shall be invoiced to and paid by you, unless you provide Us with a valid tax exemption certificate authorized by the appropriate taxing authority. For clarity, We are solely responsible for taxes assessable against it based on Our income, property and employees.

### 11. MODIFICATION OF THE TERMS OF SERVICE

#### 11.1 Modification

We reserve the right to amend these Terms of Service at any time. We will notify you of the changes either: (a) as a note on the screen presented immediately after completion of the log in authentication credentials at the log in screen, (b) as an announcement posted on [www.landboss.com](http://www.landboss.com) or [www.unitksoftware.com](http://www.unitksoftware.com), or (c) by email to the registered email address provided for the administrator(s) of your account. It is your responsibility to periodically review the Terms of Service for any modifications. Your continued

use of the Services after the modification of these Terms of Service signifies your assent to and acceptance of the amended terms and provisions.