

CUSTOMER SERVICE AGREEMENT

This Customer Service Agreement (the "Agreement") is entered into on the date set forth below between Patriot Software, LLC, a Delaware limited liability company, with its principal place of business at 4883 Dressler Road NW, Canton, Ohio 44718 ("Patriot" or "we" or "us") and Customer ("Customer" or "you") acting as agent of Company. This Agreement is effective between the Company and Patriot as of the date you first accessed, installed, or used the Software, whichever is earliest.

1. INTRODUCTION. Patriot has developed and owns online computer Software (the "Software" as defined below) applications and offers a World Wide Web ("Web") application service that provides Customer with a license to use certain functions of the Software to access an "online" version of the Software through a designated Web Site (the "Service"). Company agrees to purchase Patriot's Service (as defined below) and Patriot agrees to provide the Service to Company in accordance with the terms and conditions of this Agreement.
2. DEFINITIONS. As used in this Agreement, the following terms have the definitions set forth in this section.
 - A. "Confidential Information" means any Submission as well as all information disclosed to or acquired by you from Patriot Software during the performance of this Agreement, including, but not limited to, this Agreement, the Software, the Service, and Patriot and Customer knowhow, business plans, data, processes, source code, techniques, customer information, inventions, discoveries, formulae, patterns, mailing lists, and devices unless such information is public knowledge. "Public Knowledge" does not include information known only to Patriot Customers.
 - B. "Customer Support" includes routine answers to questions, error correction, and maintenance modifications requested by the Customer via telephone, email, or a messaging system within the software and provided during Patriot Software's normal business hours unless otherwise agreed in writing by Patriot. Customer Support does not include programming, detailed or specialized maintenance, provision of enhancements, or support different in kind or amount from that which is provided to other customers of the Service, including, without limitation, problems that may arise in interfacing or operating the Service or any of its components with non-supported, unusual or proprietary systems.
 - C. "Designated Portal" means any computer or similar device identified by you that permits you or your designees to manually access the Software through the Service Site.
 - D. "Documentation" means any and all writings, correspondence, memorandums, pricing schedules, illustrations, graphs, reports, educational materials, information, plans, processes, models, trademarks, trade names, mailing lists, or other information and/or property provided to you by us that relates directly or indirectly to the Service or any component of the Service.
 - E. "Enhancements" means (1) modifications that correct errors in or improve the basic functionality of the Software; (2) upgrades to the Software that contain substantial design or

configuration advances; and/or (3) additional modules that function in conjunction with the Software to provide functionality not present in the Software then being used by you.

- F. "Material Data" means your business data, including, without limitation, payroll data, accounting and financial data, sales data, names, Customer information, applicant information, resumes, job data, trademarks, logos, copyrights, art, design, specifications, and any other electronic information you supply to Patriot Software under this Agreement.
 - G. "Service" means any Software, Customer Support, Service Site, Data Storage Space, Enhancements, Documentation, and Confidential Information together with any and all work product we provide to you under this Agreement.
 - H. "Service Site" means the Web Site through which our customers may access the Service.
 - I. "Software" means any online, Web-based Software as a Service (SaaS) and offline Software versions of Patriot's applications such as accounting and 1099 software, payroll software, employee portal software, time and attendance software, and human resources software, and all associated computer programs, enhancements, documentation, submissions, and work product (preexisting or otherwise) exclusive of all intellectual property rights, trademarks, trade names and source code associated with Patriot.
 - J. "Submission" means any suggestion, idea, feedback, recommendation, or other information (exclusive of your Material Data) you provide to us that relates to the Service, any component of the Service, or Patriot's business.
 - K. "Use," when referring to the Service or any of its components means accessing, operating, storing, loading, installing, executing, displaying the Service or any component of the Service or sending communications through the Service.
3. LICENSE TO USE. We grant and you accept a personal, nontransferable, nonexclusive, limited license to use our Service in accordance with the terms and conditions of this Agreement.
- A. FREE TRIALS. We may make one or more Services available to you on a limited time trial basis free of charge. Additional Terms, Conditions, Addendums, and/or Amendments may appear on registration Web pages. Any such additional Terms and/or Conditions are incorporated into this Agreement by reference and are legally binding. We will not charge your credit card for monthly software fees until your free trial ends. You must cancel your service before your free trial ends in order to prevent a software charge to your credit card. Your credit card will be charged when your free trial ends unless you cancel your service before that date, whether or not you have finished your account setup. Any data you enter into the Software during a free trial may be permanently lost unless you provide a valid credit card for payment or export your data before the end of the free trial. All free trial Services are provided "as is" without any warranty.

4. **INVOICING AND PAYMENT.** We will provide you a fee schedule for all Services upon request which we may amend from time to time (the "Fee Schedule"). You may add licenses from time to time, which will be billed to you at the then current license fee.
- A. **INVOICE METHOD.** If you purchase any Services set forth in this Agreement, then you will provide us with an acceptable and valid credit card or debit card, unless otherwise mutually agreed upon by the parties. We will charge your credit card for Services on a monthly basis, whether you are actively using the Services or not. Your acceptance of these terms and conditions authorizes us to charge all amounts due to your credit or debit card. If your credit card does not have sufficient credit limits to pay any given invoice, you will pay the total charges within forty-eight (48) hours and provide another credit card with sufficient credit limits. Any optional fees, such as initial setup, support, or direct deposit fees, will be charged to your credit card. Thereafter, we will invoice you on a monthly basis for any recurring charges. Invoices are due upon receipt, and you will make full and prompt payment of your account balance upon receipt of any invoice.
- B. **SOFTWARE AND SERVICE FEES:** By using any combination of our Software options, including the payroll tax filing service, you expressly agree that we are authorized to charge a monthly fee on your credit card for usage of the Software. This charge will cover fees since the last services billing period. We will issue an invoice for software and services for the previous month. Fees are charged to your credit or debit card on the first day of the month. If you have signed up for a free trial, no charges will be made during the trial period. The charges for fees will continue month-to-month until you cancel your account, or we terminate it. You will pay us the published monthly fee together with any optional user licensing, customer support, storage, download, and other programming fees in accordance with our Fee Schedule and your chosen Service(s). We may not provide refunds or credits for partial month usage.
- C. **COST OF TAXES:** You are responsible for paying all Taxes associated with your purchases hereunder, including all applicable Federal, State, and local taxes. If you use the payroll tax filing service, we will invoice you the cost of taxes, by an advice of debit to be produced upon your completion of a payroll run in the software. Additionally, we may invoice you, by advice of debit, for tax adjustments, such as those incurred as the result of a tax rate change, as soon as we are aware of additional tax due by you. If these adjustments result in a credit due, we will credit your payroll tax invoice. At our discretion, we may retain over-collected amounts for purposes of covering your future payroll tax liabilities. All charges invoiced on the advice of debit must be on deposit in your designated account(s) no later than the close of the banking business day prior to the collection date shown on our advice of debit. On the date shown on the advice of debit, Patriot Software will debit the bank account(s) identified in your Patriot Software account.
- D. **FUNDS PROCESSING AUTHORIZATION:** If you use the payroll tax filing service, you agree that Patriot may charge you for taxes by executing either an ACH Debit or Reverse Wire Transfer from the account(s) identified in your Patriot account. If attempts to collect taxes from your bank account have failed, we will charge your credit/debit card for the taxes. Accordingly,

Customer authorizes Bank to charge the Company account(s) identified in your Patriot account in such amount of funds representing the total invoiced to Company by Patriot, including, without limitation (1) a small withdrawal and deposit for the purpose of verifying that your bank account is valid; (2) Company's payroll tax obligations for the applicable payroll. Company will remove any debit blocking services on their bank account(s) as applicable to Patriot. Additionally, Patriot reserves the right, in its sole discretion, to demand payment by a Wire Transfer initiated by you. In consideration of Bank's compliance with this authorization, Company agrees that Bank's treatment of any charge, and Bank's rights with respect thereto, shall be the same as if the charge(s) were initiated personally by Company. Furthermore, Bank shall have no liability whatsoever if any charge is dishonored, whether with or without cause. In addition to Patriot's authority to debit Company's account with Bank, you authorize Patriot to credit the Company's designated account(s) identified herein when necessary, at Patriot Software's sole discretion, for any refund or credit amount that may be due.

1. THIS SOFTWARE IS FOR PROCESSING PAYROLL AND TAX INFORMATION ONLY AND IS NOT A SERVICE FOR HANDLING CUSTOMER'S FUNDS. PATRIOT NEVER RECEIVES ANY MONEY OR TRANSMITS ANY MONEY NOR IS PATRIOT EVER IN CONTROL OR RECEIPT OF FUNDS. CUSTOMER'S TRANSMISSION OF PAYROLL AND TAX DOLLARS THROUGH THE SOFTWARE ARE AT CUSTOMER'S SOLE DISCRETION AND CONTROL. ALL FUNDS ARE HELD BY BANK IN IRREVOCABLE TRUST UNTIL, AT MINIMUM, THE NATIONAL AUTOMATED CLEARING HOUSE ASSOCIATION REQUIRED ACH PERIOD FOR CLEARING IS MET. ANY SUCH PAYROLL AND PAYROLL TAX TRANSFERS ARE MADE BY CUSTOMER AND IN CUSTOMER'S NAME AND PATRIOT IS NOT TO BE CONSTRUED AS AGENT ABSENT EXPRESS ADDITIONAL AUTHORIZATION.

E. LATE PAYMENTS. We will charge you on a monthly basis for use of the Service; and, Service charges will not be refunded after we have invoiced you for the Service. In the event that the charge or debit attempt fails for any reason, you will immediately make payment to us in the full amount plus any late fees as described below by wire transfer. At our sole discretion, we may attempt to reprocess the debit for the original amount plus any fees due. If any charge has not been paid, we may, in addition to all other remedies, suspend or discontinue services and/or withhold payment to third parties until and unless you make payment of all amounts due and owing to us. In the event that we distribute monies to third parties on your behalf before we have received payment from you, then you will make payment of all amounts due and owing to us on demand.

1. INVOICES OUTSTANDING 10 OR FEWER DAYS. You will pay us a fee of fifty dollars (\$50) for each debit returned for any reason in addition to the actual invoice amount.

2. INVOICES OUTSTANDING MORE THAN 10 DAYS. You will pay us a fee of fifty dollars (\$50) for each debit returned for any reason in addition to the actual invoice amount. Additionally, you will pay interest at the minimum rate of eighteen percent (18%) per annum or the maximum rate allowable by law, whichever is less. Interest will accrue from the

original invoice date. Also, you will pay all of our costs of collecting overdue amounts, including without limitation, our reasonable attorney fees.

- F. UPDATING BILLING INFORMATION. You must give us seven (7) business days advance notice any time you change your credit or debit cards or bank accounts to allow time to update our billing systems and verify your account information.

5. PAYROLL TAX FILING SERVICE.

- A. SCOPE OF SERVICE. When you select payroll tax filing service, which must be purchased in conjunction with payroll software, Patriot will perform the following tasks for each taxing jurisdiction we are requested to administer, excepting therefrom a limited number of state and local taxes which Patriot does not collect, deposit, or file: (1) Collect and deposit mandatory federal, state, and local employment taxes as required, and nonmandatory local employment taxes as requested; (2) File all periodic federal, state, and local employment tax reports as required, and nonmandatory local employment tax reports as requested; and (3) Electronically file all Form W-2s and Form W-3 with the Social Security Administration for that calendar year. Correction of Customer errors are billed at the standard hourly rate.

All withholding, depositing, and filing requirements that we undertake on your behalf for federal, state, and local taxes applicable to your Employees' earnings are subject to this Section, applicable law, and the limitations set forth in the Tax Processing Authorization Form for your account. All payroll tax withholdings will be held by Patriot in Patriot's sole discretion until such withholdings are deposited. We will provide you with periodic tax deposits and filings reports via your Patriot account. Incorrect or late data entered into your Patriot account can result in tax depositing errors and therefore cause delinquencies. Such delinquencies are your sole responsibility.

THIS SOFTWARE IS FOR PROCESSING PAYROLL AND TAX INFORMATION ONLY AND IS NOT A SERVICE FOR HANDLING CUSTOMER'S EMPLOYEES' FUNDS. PATRIOT NEVER RECEIVES ANY MONEY OR TRANSMITS ANY MONEY EXCEPT FOR CUSTOMER'S PAYMENTS TO PATRIOT FOR THE SOFTWARE AND THE PAYMENT OF APPLICABLE PAYROLL TAXES.

In the event that Patriot is unable to collect the cost of taxes from the Customer in such time as to afford Patriot adequate time to process and remit payment by the tax due date (such as if Customer processes a same day payroll or if a collection attempt from Customer's account is returned for insufficient funds), Customer will be solely responsible for any fees, penalties, interest, or other charges incurred as a result of late payments and/or filing.

- B. PRIOR TAX LIABILITIES. If you have any tax liability for the tax year before using the payroll tax service, you will be responsible for providing Patriot Software with your historical tax information from the beginning of the tax year through the date the Tax Filing Service goes into effect. For example, if you begin the Tax Filing Service on April 1st, you will be responsible for

providing year-to-date taxable information to us from January 1st through March 31st. We are not responsible for any consequences that arise due to incorrect historical data that you provide to us.

- C. **TAX OR ACCOUNTING ASSISTANCE.** From time to time, we may assist you with the resolution of tax and/or accounting matters related to your payroll. You acknowledge that the Services we provide to you should not be construed in any way as professional tax and/or accounting advice or legal advice and shall not be relied upon as such. If you wish to have the payroll and tax information and services we provide to you examined by a certified public accountant, an attorney, or any other professional consultant prior to using the information or relying upon it, or incorporating it in your books and records, then you should do so at your own expense.
- D. **TERMINATION.** If your relationship with us is terminated for any reason, we will not be responsible for depositing any payroll taxes for partial tax periods. For example, if our relationship is terminated during the middle of the second quarter, we are not responsible for depositing any payroll taxes for the second quarter or for any subsequent quarter or year end. We will refund any tax collected but not deposited. If your customer relationship with us is terminated for any reason other than your operations ceasing, we will not be responsible for filing any returns for partial tax periods. For example, if our relationship is terminated during the middle of the second quarter, we are not responsible for filing returns for the second quarter or for any subsequent quarter or year end. If your Customer relationship with us is terminated for any reason other than your operations ceasing, we will not be responsible for filing any W2s for partial tax periods. For example, if our relationship is terminated during the middle of the second quarter, we will not file W2s for any of your employees for that tax year.

6. PROPRIETARY RIGHTS.

- A. **THE SERVICE.** We are and will remain the sole owner of all personal and intellectual property rights associated with the Service or any of its components such as names, trade names, trademarks, and service marks. Further, you agree that if, in the course of using our Service, you acquire any goodwill, publicity, or reputation (“Moral Rights”) in our Service or any of its components, then you will notify Patriot, and assign all such Moral Rights to us without additional consideration. Also, all work product that may be created by us pursuant to this Agreement or any endeavor of the parties related to or arising out of this Agreement, is our exclusive property. None of the work product we create pursuant to this Agreement shall be deemed works for hire within the meaning of the copyright laws of the United States. All such works shall be and remain our exclusive intellectual and personal property. You hereby irrevocably assign to us, without any reservation, limitation, condition, or additional consideration, all intellectual and/or personal property rights that you may have or claim in the Service or any of its components. Further, you agree to execute any and all documents we deem required and assist us in obtaining registration of such property rights.
- B. **MATERIAL DATA.** You are and will remain the sole owner of all personal and intellectual

proprietary rights associated with the Material Data. We will not use your Material Data for any purpose other than performance of this Agreement and the operation, administration, and management of the Service without your express permission.

- C. NAMES AND MARKS. Unless we give you express written permission, you may not use our names, trade names, trademarks, service marks, or logos (collectively the “Identifiers”) in any other manner or form regardless of the reason or purpose. If we grant and you accept a revocable, nontransferable, nonexclusive, limited license to use our Identifiers in accordance with the terms and conditions of this Agreement and the specifications of the Software package you purchase, a phrase such as “Powered by Patriot Software” or a Patriot trademark or logo may appear in a prominent location on any and all webpages utilizing Patriot Software to deliver content.
7. PRIVACY. You acknowledge that you have read and understand our Privacy Policy, which is incorporated herein by reference. We will not deliberately share your Material Data with third parties without your consent. However, we may employ the use of “cookies” to tell us about your use of the Service. We will not deliberately disclose specific personal information about you, but we may, from time to time, disclose aggregate information about our customers and the Service. We may disclose information about our customers to our bank in order to comply with federal banking laws. We may disclose confidential information if compelled by a court of law to do so, and we will endeavor to provide prior notice of such compelled disclosure to the extent legally permitted at your cost for reasonably compiling and providing secure access to such confidential information.
8. MAINTENANCE AND SUPPORT. So long as you are not in default under this Agreement, we will provide:
- A. CUSTOMER SUPPORT. If you purchase services from Patriot Software, reasonable Customer Support will be provided at no additional charge. Customer Support will be subject to our Fee Schedule. If you request work that does not fall within “Customer Support” as defined by this Agreement, performance of the work may be subject to our Fee Schedule and/or our hourly programming rates.
 - B. ENHANCEMENTS. Enhancements will be provided to you at the same time and on the same terms and conditions as they are provided to other customers of the Service.
 - C. SERVICE TRAINING. If requested, we may provide training subject to the rates set forth in our Fee Schedule.
 - D. SECURITY. We endeavor to protect the confidentiality and integrity of the Service and your Material Data by using the same security measures we use to protect our own electronic business information. We endeavor to restrict access to the Service and/or your Material Data to our employees, contractors, and individuals identified by you as authorized users. Licensed users will create their own identifications and passwords. It is your responsibility to prevent

unauthorized access to the Service through the identifications and passwords created by you. We assist you in preventing loss of your Material Data by using reasonable efforts to conduct periodic backups and maintaining a “firewall” against malicious, harmful or disabling data, work, codes, or programs. However, we do not warrant or guarantee against any loss of Material Data under any circumstances. Nor do we represent, warrant, or guarantee any level of security, availability, confidentiality, accuracy, or integrity of the Service or Material Data.

E. DOWNTIME. We will endeavor to provide you with a twenty-four (24) hour notice of system maintenance that will require downtime. However, we are not required to provide notice and we do not represent, warrant, or guarantee that we will provide you with any notice of downtime for maintenance or any other reason. We do not represent, warrant, or guarantee that the Service will be available to you at all times.

9. LIMITS ON USE. You, not Patriot, are responsible for the content of your Material Data and the results of your use of or inability to use the Service. Patriot is not responsible for any incorrect data entry or settings applied by you at any time during the setup or administration of your account. You may not Use the Designated Portal or another computer of yours to automatically implement a web application that asynchronously communicates with Patriot computer servers. You may not use the Designated Portal or another computer of yours to automatically manipulate or automatically retrieve Patriot source code by sending a retrieval request to the Patriot servers. You will not use the Service to send unsolicited or unauthorized email, junk mail, spam, chain letters, or advertising. Nor will you make, create, solicit, transmit, upload, poll, implement, communicate, retrieve, or publish any comment, request, suggestion, proposal, image, data file, data fragment, or communication (including email) or use the Service or any of its components in a manner that is at all likely to (1) be perceived as pornographic, obscene, indecent, discriminatory, threatening, harassing, or defamatory; (2) violate another's intellectual or personal property rights or invade another's privacy; (3) contain a computer virus or corrupt data; (4) adversely affect the performance of the Service or any of its components; (5) misrepresent or impersonate another; (6) violate any applicable state, federal, or international law; (7) interfere with another's use and enjoyment of the Service, (8) exceed your limited authorized Use, wherein exceeding your limited authorized Use is determined in Our sole subjective discretion, (9) violate 18 U.S.C. §1030, (10) circumvent any of Our source code or data files, (11) be perceived as providing you with any advantage in receiving portions of the software to the detriment of other Patriot customers, (12) be perceived as an unfair trade practice, (13) convert or cyber trespass upon any of Our intellectual property rights associated with the Service, or (14) obtain information from Our Service in a non-manual manner. In addition, you warrant that you have permission to disseminate and publish your Material Data through the Service.

10. REVERSE ENGINEERING. You may not copy or reverse engineer any aspect of the Service and you may not disassemble or decompile any aspect of the Service without our prior written consent. In some jurisdictions, our consent may not be required for limited disassembly or decompilation. Upon request, you will provide us with reasonably detailed information regarding any disassembly or decompilation. You may not decrypt the Software unless decryption is a necessary part of the operation of the Software.

11. ASSIGNMENT/TRANSFER. Your license is nontransferable unless you first obtain our prior written consent to transfer, which will not be unreasonably withheld. If we consent to the transfer, your license will automatically terminate upon transfer and you must deliver all components of the Service and any copies to the transferee. The transferee must accept the terms and conditions of this Agreement as a condition to the transfer. We may assign and delegate this Agreement to a third party if (1) the third party is created by Patriot Software, Inc merger; or (2) the third party acquires substantially all of our assets. However, we will not transfer or assign this contract to a third party without first obtaining the transferee's and/or assignee's contractual obligation to provide you and all other Service customers 90 days written notice of termination, permanent, or substantial discontinuation of the Service or any of its components.

12. TERMINATION.

- A. UPON BREACH. In the event you breach any term or condition of this Agreement, we may, in our discretion, and in addition to all other remedies we have, terminate, suspend, or discontinue this Agreement without notice.
- B. FOR CONVENIENCE. Either party may terminate, suspend, or discontinue this Agreement for convenience (for any reason, or no reason at all, in the party's sole discretion) upon written or electronic notice to the other. Notice of termination for convenience will not be effective until it is received by the other party in writing.
- C. FINAL PAYMENTS. If either party terminates, suspends, or discontinues the Service or this Agreement, we will not reimburse you for any unused Service. In addition, you will be responsible for all Service fees incurred during the notice period in accordance with this Agreement. Further, all outstanding service fees upon the effective date of termination shall become due and payable upon the effective date of termination.
- D. WRAPPING UP. Upon termination, there may be amounts that will become due and owing to us after the date of your termination, such as taxes we have paid on your behalf, etc. If any such amounts arise, we will provide you with an advice of debit and debit your account. If a tax credit exists exceeding five dollars (\$5.00) at termination, we will refund such credit via ACH. On the date of your termination, any online access to the software will be changed to "read only." You will no longer be able to add data, edit data, or perform functions using the software. This "read only" access will include the ability to download your employee and employer data within a reasonable time. It is your responsibility to obtain the data from the software upon termination and retain the data according to federal and state regulations. Your "read only" software access will be discontinued one year from your termination date. Upon the effective date of termination, suspension, or discontinuation, you will (1) cease all use of the Service; (2) deliver to us or purge and destroy as directed by us any and all components of the Service; and, (3) make arrangements with us for the return of your Material Data. We are not obligated to retain your Material Data for any period of time greater than one year from the effective date of notice of termination, suspension, or discontinuation, and if you do not make arrangements

with us to return your Material Data to you within that time, we may delete and/or dispose of it in our sole discretion.

13. OTHER LIMITATIONS. The Service has been developed entirely at our private expense. The Software and/or components of the Software may be subject to U.S. controls on “commercial computer software” as defined in DFARS 252.2277013 (Oct 1988), DFARS 252.2117015 (May 1991) or DFARS 252.2277014 (June 1995), as a “commercial item” as defined in FAR 2.101(a), or as “Restricted Computer Software” as defined in FAR 52.22719 (Jun 1987)(or any equivalent agency regulation or contract clause), whichever is applicable. You have only those rights provided for in such Software and documentation by the applicable FAR or DFARS clause or other U.S. state and federal laws and regulations as they may be enacted or amended from time to time and the terms of this Agreement. In addition, you represent and warrant that you do not and will not do business with and are not owned or controlled by any person or entity that (1) is a national of any nation, territory, or government that the United States has embargoed; (2) is named as on the U.S. Treasury Department’s list of Specially Designated Nationals; (3) is named on the U.S. Commerce Department’s Table of Denial Orders; or (4) is connected or associated with any person or nation that assists, harbors, or supports terrorist activities.
14. CONFIDENTIALITY & NONCOMPETITION. All Confidential Information is our proprietary and/or licensed trade secret information. You will not disclose any of our Confidential Information to any unauthorized third party. Further, you will not directly or indirectly make use of our Confidential Information except as set forth in this Agreement nor will you engage in competition against us during the term, any renewal term, and/or for a period of two years from the date of termination of this Agreement.
15. DISPUTES, GOVERNING LAW, AND FORUM. In the event that a dispute arises between the parties, each party will act in a commercially reasonable manner to resolve the dispute without litigation. However, if the parties are unable to resolve the dispute on commercial grounds, any litigation between the parties arising out of or related to this Agreement will be initiated and concluded in a court of proper subject matter jurisdiction for Stark County, Ohio. You waive any defense to (1) personal jurisdiction in Ohio; and (2) venue in the state and/or federal courts for Stark County, Ohio. This Agreement shall be governed and construed in accordance with the laws of the State of Ohio without regard to its choice of law provisions.
 - A. MEDIATION AND ARBITRATION. If the parties cannot resolve the matter by informal dialogue, the parties may otherwise mutually agree by a written agreement physically signed by both parties that all claims, disputes, and other matters in question arising out of or relating to this Agreement may be decided by mediation in Canton, Ohio. If the matter is not resolved by mediation, then the matter may, upon agreement of the parties, be resolved by binding arbitration in accordance with the then current Commercial Arbitration Rules of the American Arbitration Association. Any agreement to arbitrate shall be governed by and interpreted in accordance with the Federal Arbitration Act of the United States, 9 U.S.C. §§ 1 et seq. Any award rendered by the Arbitrator shall be final and judgment may be entered thereon in accordance with applicable law in any court having jurisdiction thereof. Notice of the demand

for arbitration shall be filed with the other party to this Agreement and with the American Arbitration Association in accordance with the Commercial Arbitration Rules of the American Arbitration Association if the parties agree to Arbitration. The demand for arbitration shall be made within one year after the claim, dispute, or other matter in question has arisen.

B. ATTORNEY'S FEES. If any action is necessary to enforce any of the terms and conditions of this Agreement, the prevailing party shall be entitled to receive from the other party all costs and fees, including reasonable attorneys' fees, and the prevailing legal interest rate on all debts from the date of default.

C. INJUNCTIVE RELIEF. Each party hereby acknowledges that the unauthorized disclosure or use of Confidential Information as defined in Section 2(H) is a breach of this Agreement. Each party therefore agrees that the other party will have the right to pursue any and all rights and remedies available at law and equity for such a breach.

16. WARRANTY DISCLAIMER. THE SERVICE AND ALL COMPONENTS THEREOF ARE PROVIDED AND LICENSED TO YOU "AS IS" AND "AS AVAILABLE" WITH ALL DEFECTS AND WITHOUT ANY WARRANTIES OR CONDITIONS WHATSOEVER, EXPRESS, OR IMPLIED. YOU ACKNOWLEDGE THAT SOME OF THE SERVICE'S COMPONENTS, FEATURES, AND FUNCTIONALITY MAY BE TEMPORARILY OR PERMANENTLY MODIFIED, SUPPLEMENTED OR ELIMINATED BY US IN OUR SOLE DISCRETION WITHOUT NOTICE TO YOU. YOU ACKNOWLEDGE THAT OUR SERVICE IS SUBJECT TO LIMITATIONS, DELAYS, AND OTHER PROBLEMS INHERENT IN THE USE OF THE INTERNET AND REGARDLESS OF THE CAUSE OF LOSS, YOU ASSUME THE RISK OF ANY AND ALL LOSSES ASSOCIATED WITH YOUR USE OF THE SERVICE, INCLUDING, WITHOUT LIMITATION, LOSS, DELETION, CORRECTION, DESTRUCTION, DAMAGE, OR FAILURE TO CAPTURE OR STORE YOUR MATERIAL DATA. WE DO NOT REPRESENT, WARRANT, OR GUARANTEE THAT YOUR MATERIAL DATA WILL BE OR REMAIN FREE FROM LOSS, CORRUPTION, ERROR, OR DISCLOSURE. NOR DO WE REPRESENT, WARRANT, OR GUARANTEE RELIABILITY, TIMELINESS, QUALITY, SUITABILITY, TRUTH, AVAILABILITY, ACCURACY, OR COMPLETENESS OF THE SERVICE OR ANY OF ITS COMPONENTS OR CONTENT. FURTHER, WE DO NOT REPRESENT, WARRANT, OR GUARANTEE THAT YOU WILL BE ABLE TO ACCESS THE SERVICE OR YOUR MATERIAL DATA AT ANY PARTICULAR TIME OR FROM ANY PARTICULAR DESIGNATED PORTAL. FURTHER, WE SPECIFICALLY DISCLAIM ANY AND ALL EXPRESS OR IMPLIED WARRANTIES, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NONINFRINGEMENT, AND WARRANTIES ARISING OUT OF THE COURSE OF DEALING OR USAGE OF TRADE BETWEEN THE PARTIES.

17. LIMITATION OF LIABILITY. WE WILL NOT BE LIABLE TO ANYONE, REGARDLESS OF CAUSE, FOR ANY INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES (INCLUDING WITHOUT LIMITATION LOST PROFIT, LOST DATA, OR BUSINESS INTERRUPTION), OR ANY OTHER DAMAGES, CAUSED IN WHOLE OR PART BY DISCLOSURE, FAILURE, DELAY, INTERRUPTION, UNAVAILABILITY, CORRUPTION,

DEGRADATION, LOSS, YOUR USE, YOUR INABILITY TO USE, OR THE RESULTS OF YOUR USE OF THE SERVICE OR MATERIAL DATA. THIS LIMITATION WILL APPLY REGARDLESS OF WHETHER SUCH CLAIM IS BASED IN CONTRACT, TORT, OR OTHER APPLICABLE AREA OF LAW, AND WHETHER OR NOT YOU ADVISE US OF THE POSSIBILITY OF SUCH DAMAGES. SHOULD THE SERVICES OR MATERIAL DATA PROVE DEFECTIVE, DAMAGED, CORRUPT, OR UNUSABLE, WE WILL ENDEAVOR TO ASSIST YOU IN RECOVERY, EXTRACTION, CORRECTION, OR REPAIR; HOWEVER, YOU (NOT US) ASSUME THE ENTIRE COST OF ALL RECOVERY, EXTRACTION, CORRECTION, OR REPAIR (EXCEPT AS MAY BE OTHERWISE AGREED IN THE "MAINTENANCE AND SUPPORT" SECTION OF THIS AGREEMENT). IN ANY EVENT, THE TOTAL AMOUNT OF AGGREGATE DAMAGES FOR WHICH WE WILL BE LIABLE TO YOU, REGARDLESS OF THE TYPE, AMOUNT AT CONTROVERSY, OR NUMBER OF CLAIMS, IS ONE-TWENTIETH (5%) OF THE TOTAL SOFTWARE AND SERVICE FEE PAYMENTS MADE TO US BY YOU UNDER THIS AGREEMENT DURING THE LAST TWELVE (12) CALENDAR MONTHS IMMEDIATELY PRIOR TO THE DATE ON WHICH YOU CLAIM YOUR FIRST DAMAGES ACCRUED.

18. REMEDIES. In addition to all other remedies provided by this Agreement, you agree that we have the right to equitable relief against you in the event that you breach sections 6A, 10, 11, 12, 13, 14, 15, 16, and 20 of this Agreement. Further, you admit that these sections are unique as applied to our relationship with you and any breach of these sections by you would cause us irreparable harm for which we would not have an adequate remedy at law.
19. INDEMNIFICATION. You will defend, indemnify, and hold us and our shareholders, directors, officers, employees, agents, and assigns harmless from and against any liability, obligation, claim, judgment, loss, cost, damage, or expense (including settlement amounts, reasonable attorney's fees, and all fees and costs) which results from: (a) your use of or inability to use the Service; (b) the loss, destruction, or corruption of your Material Data; (c) your performance under this Agreement; (d) your breach of any term, covenant, representation or warranty contained in this Agreement; (e) the other acts or omissions (including without limitation reckless and/or intentional acts or omissions) committed by you or your employees, contractors, and agents.
20. NOTICE OF IMMUNITY FROM LIABILITY. Pursuant to 18 USC § 1833(b), you shall not be held criminally or civilly liable under any federal or state trade secret law for the disclosure of a trade secret that is made (i) in confidence to a federal, state, or local government official, either directly or indirectly, or to an attorney; and (ii) solely for the purpose of reporting or investigating a suspected violation of law; or is made in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal. If you file a lawsuit in retaliation to our reporting of a suspected violation of law, you may disclose the trade secret to the attorney of the individual and use the trade secret information in the court proceeding, if the individual (i) files any document containing the trade secret under seal; and (ii) does not disclose the trade secret, except pursuant to court order.
21. NOTICES. All notices required or permitted hereunder will be sent to the parties in writing by U.S. Mail, email, or a recognized national express courier, or if required to be made by Patriot Software

posted on our Web Site. You must give us timely notice of any change in your address, credit card, or bank account information.

22. AMENDMENT. We may, at any time and in our sole discretion, change, modify, amend, delete, or add (collectively, make "Alterations") to the terms of this Agreement. Any Alteration will become effective immediately upon publication on our Web Site. You are responsible for monitoring our Web Site for Alterations to this Agreement. Your use of the Services after we publish an Alteration will constitute your acceptance of the Alteration. Continued use of Service constitutes acceptance of all Amendments to this Agreement.
23. SURVIVING SECTIONS. You remain obligated under all those provisions of this Agreement which, by their nature and effect, obligate you for a time period beyond termination and/or completion of this Agreement, including, without limitation, this section and sections 4, 5, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20 and 21.
24. ENTIRE AGREEMENT. This Agreement sets forth the entire Agreement of the parties as it relates to the Service and supersedes all other oral or written agreements governing your use of the Service. The parties may enter into separate contracts governing other facets of their relationship; and, this Agreement does not affect or control those separate contracts. Your Company owns all Material Data entered by the person(s) entering into this Agreement. If the person entering into this Agreement is acting on behalf of his or her Company, such person represents to Patriot Software that he or she has all requisite corporate power and authority to enter into this Agreement on behalf of Company, that this Agreement has been duly authorized by Company and that this Agreement will constitute the legal, valid and binding obligation of Company. Such person hereby agrees to indemnify and hold Patriot Software harmless from any and all claims, damages and expenses (including, without limitation, attorneys' fees) arising from any breach of this Section. If the person entering into this Agreement is acting on one's behalf, such person represents to Patriot Software that he or she is an individual, 18 years of age or older, who is a U.S. citizen or permanent resident and is not a citizen or permanent resident of Cuba, Iran, Iraq, North Korea, Libya, Sudan or Syria.
25. EFFECTIVE DATE. By accepting these terms, you acknowledge that you understand the Customer Service Agreement and agree to all the obligations contained herein. This Agreement will become effective on the earlier of the date you execute this Agreement or the date on which we first begin to provide our Service or any component thereof to you.