

SUBSCRIPTION AGREEMENT

This Subscription Agreement ("Agreement") is effective on the date you accepted this Agreement as set forth below individually, or as an authorized representative (the "Effective Date"), and is entered into by and between either: (1) you, the Customer, and Customer's affiliates by common ownership and/or control, ("Customer," "you" and "your"), or (2) you, the Partner, and Partner's affiliates by common ownership and or control, ("Partner," "you" and "your"); Patriot Software, LLC, ("PSL"), and Patriot Software Payments, LLC ("PSPL"), each a Delaware Company, and Patriot Pay, LLC ("PPL"), an Ohio Company, (Patriot entities hereinafter referenced collectively as "Patriot," "our," "we," and/or "us"); (each, a "Party," and together, the "Parties").

PSL has developed proprietary software applications and related documentation for accounting, human resources, and payroll functions that also may include, if licensed by you, the ability to transfer funds through PSPL and PPL on our hosted platform (the "Software," and collectively the "Service" or "Services").

"Customer" is an individual, company, or other legal entity intending to use the payroll, accounting, human resources, and/or other functions of the Services. Any reference to "you" as Customer includes any of your employees, agents, contractors, and/or customers where applicable.

"Partner" is an individual, company, or other legal entity intending to use the payroll, accounting, human resources, and/or other functions of the Software for the benefit of its third-party clients (hereafter a "Client" or collectively "Clients"). Both Partner and Client shall be legally bound to these terms, and any reference to "you" includes both Partner and Clients of Partner, along with either of your employees, agents, contractors, and/or customers, where applicable. **Please refer to "Partner Addendum" at the end of this Agreement for additional terms specifically applicable to Partners and Clients.**

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

WE PROVIDE THE SOFTWARE AND SERVICES SOLELY ON THE TERMS AND CONDITIONS SET FORTH IN THIS AGREEMENT AND ON THE CONDITION THAT YOU ACCEPT AND COMPLY WITH THEM. BY ACCEPTING THESE TERMS AND CONDITIONS AT THE TIME OF SIGNING UP FOR AN ACCOUNT, YOU: (A) ACCEPT THIS AGREEMENT AND AGREE THAT YOU ARE LEGALLY BOUND BY ITS TERMS; AND (B) REPRESENT AND WARRANT THAT: (I) YOU ARE OF LEGAL AGE TO ENTER INTO A BINDING AGREEMENT AND HAVE AUTHORITY TO ENTER INTO A BINDING AGREEMENT, (II) IF CUSTOMER, PARTNER, OR CLIENT IS A CORPORATION, GOVERNMENTAL ORGANIZATION, OR OTHER LEGAL ENTITY, YOU HAVE THE RIGHT, POWER, AND AUTHORITY TO ENTER INTO THIS AGREEMENT ON BEHALF OF CUSTOMER, PARTNER, OR CLIENT

AND BIND THEM TO ITS TERMS. IF YOU DO NOT AGREE TO THE TERMS OF THIS AGREEMENT, WE WILL NOT, AND DO NOT LICENSE THE SOFTWARE AND SERVICES TO YOU, AND YOU MUST NOT ACCESS, INSTALL, OR USE THE SOFTWARE OR SERVICES.

ARBITRATION NOTICE: SECTION 22 OF THESE TERMS CONTAIN PROVISIONS THAT REQUIRE YOU AND PATRIOT TO RESOLVE MOST DISPUTES THROUGH FINAL, BINDING ARBITRATION. IN SUCH CASES, YOU UNDERSTAND THAT: (1) YOU WILL ONLY BE PERMITTED TO PURSUE CLAIMS AND SEEK RELIEF AGAINST PATRIOT ON AN INDIVIDUAL BASIS, AND (2) YOU WAIVE THE RIGHT TO PARTICIPATE IN A CLASS-ACTION LAWSUIT, OR SEEK RELIEF IN A COURT OF LAW AND HAVE A JURY TRIAL OF YOUR CLAIMS.

- 1. Provision of Service.** Patriot shall make the Service available to you pursuant to this Agreement and all applicable exhibits and schedules attached hereto or incorporated herein by reference during the application and set-up process for Services. Patriot reserves the right to change, modify, or terminate any of the software features at any time with or without notice.
- 2. License to Use.** Once your application for Services is accepted by us through the set-up process, and you are given access to configure and use the Software, and conditioned on your continued payment of all Fees due hereunder and strict compliance with this Agreement, we grant you and your authorized users, as determined solely by you, (hereafter "User " or " Users") a subscription license, which is a fixed term, worldwide (subject to export control regulations), non-transferable, non-sublicensable, and non-exclusive, license to access and use our Service, in object code format. You are responsible for all use of the Service as authorized herein by all Users.
- 3. Authorization on Account.** We maintain security on your account through the use of usernames, passwords, and your Patriot identification number, which shall be unique and created by each User ("Login Credentials"). Login Credentials shall be securely maintained by you and Users. Users shall not share or publicly display Login Credentials. You shall immediately notify us if you know or suspect Login Credentials were improperly disclosed or compromised. You shall not, and shall not attempt to, remove, disable, circumvent, or otherwise create or implement any workaround to, any such security features.
- 4. Software Restrictions.** You agree and covenant that you will not: (i) copy, modify, tamper with, alter, create derivative works of, sublicense, sell, lease, loan, rent, distribute, convey, pledge as security or otherwise encumber, with respect to the Services; (ii) reverse engineer, decompile, translate, adapt or disassemble Services in an attempt to reconstruct or discover the source code or algorithms thereof, except and only to the extent expressly permitted by law; (iii) remove, delete or alter any trademarks or any copyright, trademark, patent or other intellectual property rights notices from Services; (iv) use Services other than intended or in violation of the license granted herein, applicable laws, rules, regulations,

codes or ordinances; or (v) cause or authorize any third party to do any of the foregoing.

5. Warranties and Disclaimers.

A. You represent and warrant that:

1. You are not, and that you do not, and will not do business with, and that you are not owned or controlled by, any customer, employee, contractor, Client, or any person or entity or beneficial owner that is on a prohibited or embargoed list by law or regulation or by any agency of the United States government, and you agree to furnish us, on or near the Effective Date and in accordance with the Notices provision herein, with a list of any owner(s) or beneficial owner(s) that own(s) or controls the stock or other equity units in Customer or Partner, and to supplement this list promptly in the event that such ownership changes.
2. You agree to comply with all applicable federal, state, and local laws, regulations, and rules in connection with your use of the Services, including but not limited to, those relating to employment, tax withholding, wage and hour requirements, and employee classification. You are solely responsible for ensuring that your Clients, employees, contractors, agents, and, if applicable, your own customers, also comply with all such applicable laws in connection with their use of or reliance on the Services. Patriot shall not be liable for your failure, or the failure of any third party acting on your behalf, to comply with any such legal or regulatory obligations.
3. You possess or will obtain appropriate authorizations, approvals, or compliance certifications, as may be required by us or by any regulating agency or entity for the transfer of funds including, but not limited to, the requirements of NACHA, and you agree to allow Patriot to audit your compliance with this agreement and NACHA Rules.
4. You are solely responsible for the accuracy, timeliness, and completeness of all data entered by you, or on your behalf, in the Software ("Material Data"), and for all settings in the Software, or third-party services offered through Patriot, selected and used by you, even if configured by us at your request, or through any extension of Patriot's services and/or third party partnerships. Patriot is entitled to rely on such information, and assumes no liability for errors, omissions, or penalties resulting from inaccurate, incomplete, or untimely Material Data entered (or that has failed to have been entered) by you, your Clients, employees, contractors, agents, or customers and/or on your behalf. You are responsible for following instructions that we provide you with respect to the software platform and Services, and for timely providing Patriot with accurate and complete information required for Patriot to provide the Services. Patriot's performance of the Services will rely on information you (and/or your Clients, employees, contractors, agents, or customers) provide to Patriot. Patriot is entitled to rely on all such information and is not required to independently verify or correct any such information. You accept sole

responsibility for any liability arising from your failure to correct or update such information.

5. You will institute and maintain reasonable security procedures designed to protect: (1) your rights of authorized access to and use of the Service, as required herein; (2) the privacy and security of all Material Data entered on your behalf, and (3) the security of all transactions using the Service for the transfer of funds through third-party banks and financial institutions, and you will comply with any and all other requirements of your banks and financial institutions to which you have agreed.

B. Limitations of Liability.

1. No Additional Warranties: Except as expressly stated in this Agreement, Patriot makes no warranties or representations, express or implied, regarding the Software or Services, they are otherwise provided "as-is." We specifically disclaim all implied warranties, including warranties of merchantability, fitness for a particular purpose, and non-infringement.

2. No Guarantee of Availability or Performance: We do not guarantee that the Software or Services, including any updates, will be available, uninterrupted, timely, secure, complete, or error-free at all times. You acknowledge that functionality may be affected by factors outside our control.

3. No Responsibility for Third-Party Systems: We are not responsible for issues arising from the use of our Software or Services in conjunction with third-party systems, networks, or technologies—including government platforms, banks, financial institutions, or other hardware or software not provided by us.

4. Network & Connectivity Disclaimer: Your use of certain features depends on the availability of internet services, financial networks, and technologies owned and operated by third parties. We are not liable for failures or limitations in these external systems.

5. No Professional Advice: We do not provide tax, legal, accounting, or other professional advice. You are responsible for consulting your own advisors to ensure compliance with applicable obligations.

6. Exclusive Remedy and Liability Cap: If you submit a valid warranty claim and provide sufficient information to reproduce the issue, we will use commercially reasonable efforts to correct it. If we cannot resolve the issue, we may, at our sole discretion, refund the fees paid for the affected Services. In no event will our total liability exceed the amount you paid for those Services.

7. No Fiduciary Relationship: Patriot is not acting as a fiduciary for your business and is not responsible for employment-related obligations.

8. No Guarantee of Compliance: You acknowledge that payroll and other applicable laws vary and change frequently. Patriot does not guarantee compliance with all federal, state, or local employment laws.

- 6. Confidentiality.** “Confidential Information” means all non-public, proprietary, or confidential information disclosed by one party (“Discloser”) to the other (“Recipient”), whether orally or in writing, that is designated as confidential or should reasonably be understood as confidential given its nature and the context of disclosure. This includes the terms of this Agreement, business and marketing plans, technical data, software, product designs, business processes, and any non-public Data shared under the Agreement.

Exclusions. Confidential Information does not include information that the Recipient can demonstrate with written evidence: (a) is or becomes publicly available through no fault of the Recipient; (b) was known to the Recipient without obligation of confidentiality prior to disclosure; (c) is lawfully received from a third party not under a confidentiality obligation; or (d) is independently developed without reference to the Discloser’s Confidential Information.

Confidentiality Obligations. The Recipient will: (a) maintain the confidentiality of Discloser’s Confidential Information using the same degree of care it uses for its own confidential information, but no less than reasonable care; (b) not disclose or use Confidential Information except as permitted under this Agreement; and (c) limit access to those employees, contractors, agents, and advisors (“Representatives”) who have a need to know and are bound by confidentiality obligations at least as restrictive as those in this Agreement. The Recipient remains responsible for any breach by its Representatives.

Required Disclosures. We may disclose your Confidential Information if required by law, regulation, or court order, or to our financial institutions in connection with regulatory audits or compliance requirements.

Equitable Relief. The Recipient acknowledges that monetary damages may be insufficient to remedy a breach and agrees that the Discloser may seek injunctive or equitable relief without posting bond or showing actual damages.

Term. These confidentiality obligations will survive the termination of this Agreement for a period of five (5) years, except for trade secrets, which will remain protected as long as they qualify under applicable law.

Third-Party Partners. Patriot may offer services from third-party partners through the Software and Marketplace. By using a third-party service, you authorize Patriot to share necessary business, employee, and contractor information with the provider on your behalf. Use of such services is at your sole risk, and Patriot disclaims all responsibility for the performance, security, or compliance of third-party services. You may opt out of optional

third-party integrations at any time through your account settings.

7. **AI Usage, Recording, and Data Synthesis.** You agree that Patriot may, for the benefit of your experience and service, record, collect, use, and distribute data and related information (including, but not limited to, technical information pertaining to your computers, devices, systems, software, and peripherals, phone calls, emails, or any other communication or latent information incorporated with communications), for purposes of improving our products, customizing services, and research. You acknowledge and agree that Patriot may use artificial intelligence (“AI”) and related technologies for the aforementioned purposes.

You are solely responsible for complying with all applicable laws in your jurisdiction—whether federal, state, or local—relating to privacy, surveillance, biometric data, recording, consent, or AI disclosures, including when using the Services with third parties. By using the Services, you represent and warrant that you have obtained all necessary rights, permissions, or consents.

We make no representations or warranties regarding the accuracy, completeness, or legal sufficiency of any AI-generated output, which is provided “as is” and for informational purposes only.

8. **Disclaimers Related to Automation.** Patriot provides automation features as a convenience tool intended to assist with payroll administration. Use of such features does not relieve you of your full responsibility for payroll compliance and oversight.

You acknowledge and agree that you remain solely responsible for the timely and accurate processing of payroll, including wage payments, tax withholdings, benefit deductions, and any other related obligations, regardless of whether such actions are scheduled or automated through the Patriot platform.

Patriot shall not be liable for any errors, omissions, or delays in payroll processing that result from data inputs, changes, or omissions made by you, your Clients, your employees, contractors, agents, or any third parties acting on your behalf or under your direction, including your own customers if applicable.

This includes, but is not limited to, any changes that affect the functionality or operation of automated features, whether made within the Patriot interface or transmitted through integrated third-party systems.

9. **Third-Party Provider Integrations and External Modifications.** Patriot may offer integrations with third-party service providers (such as benefits administrators, retirement plan providers, and insurance carriers) to support data exchanges or administrative services. You acknowledge that Patriot is not responsible for any settings, configurations, or data changes made or transmitted by those third parties, or for any resulting impact on you, or your Clients, employees, agents, contractors, or customers.

You are solely responsible for reviewing and verifying all related information and settings, whether it originates within the Patriot platform or through a connected third-party integration. Patriot disclaims all liability for errors, delays, or interruptions caused by third-party data exchanges or changes made outside the Patriot interface.

10. Data Access. In the event we receive a request for information from you concerning access via the Services to your Material Data, Patriot will, if appropriate, investigate and determine the authorization for, use, and method of, such access.

11. Term, Fees, and Payment. The subscription and license granted in this Agreement are monthly and this Agreement will automatically renew each month with the payment of Fees due, and your continued access to, and/or use of, the Services. You agree to pay all subscription fees due for Services, including all add-on functions, and modules selected by you during the set-up and enrollment process. You further agree to provide us with, and to maintain with us at all times, a valid and approved credit card, and you authorize us to charge your credit card for all subscription fees and additional services due hereunder for continued rights of use and access to Service. Fees for Services will become due monthly in arrears after the expiration of the promotional period, if any, and Fees will be automatically assessed and charged to your credit card at the end of each month. In the event that your credit card does not have sufficient credit limits to pay Fees due, you agree to pay such Fees in full immediately by wire transfer and provide another credit card with sufficient credit limits to pay Fees in the future. Fees for Services are subject to change in our discretion, and you agree to pay such Fees, provided we furnish you reasonable advance notice in accordance with the Notice provision herein.

12. Late Payments. Fees will not be refunded after they are invoiced. Payments either not chargeable to a valid credit card or otherwise received by us within thirty (30) calendar days of the due date will bear interest at the lesser of 1.5% per month or the maximum rate permitted by applicable law. If any fees due have not been timely 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 full payment. You shall also reimburse Patriot for all reasonable costs incurred by Patriot in collecting any late payments or interest, including attorneys' fees, court costs, and collection agency fees.

13. Additional Terms and Conditions: Payroll Tax Filing Service Software.

A. Scope of Service. Payroll Tax Filing Service Software is restricted to the processing of payroll and tax funds and information. Patriot will perform the following tasks pursuant to your provided information, for selected tax jurisdictions you request we administer on your behalf, in accordance with applicable law and any limitations set forth in the Tax Processing Authorization Form(s) for your account, excepting therefrom any state and local jurisdiction which Patriot does not service: (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-3s with the Social Security Administration for that calendar year. We will invoice the correction of your errors at Patriot's then standard hourly rates.

- B. Tax Responsibilities.** You will be solely responsible for any fees, penalties, interest, or other charges incurred as a result of underpaid or late payroll tax payments and/or filings resulting from your error, late entry, change, or your failure to comply with any applicable law, rule, or regulation. If you have any tax liability for the tax year before using the Payroll Tax Service Software, you are responsible for providing Patriot with your historical tax information from the beginning of the tax year through the date the Tax Filing Service goes into effect. If your relationship with us is terminated for any reason, we will not be responsible for depositing any current and/or future payroll taxes for partial tax periods nor will we be responsible for filing any W-2s or other documents for partial tax periods past the effective date of termination. If a tax credit exists exceeding ten dollars (\$10.00) at termination, we will refund such credit via ACH. Any tax credit under the amount of ten dollars (\$10.00) will not be refunded.

14. Identity and Bank Account Verification.

- A. Direct Deposit Services.** Direct Deposit Services must be separately selected and licensed by you during the set-up process or afterwards as an add-on to your license to payroll software and is used to disburse payroll to you and/or your Clients, employees, agents, contractors or customers. Direct deposit instructions are sent at the direction of the Customer, Partner or Client.
- B. Customer Identification and Reporting.** Prior to executing direct deposits, you hereby agree that we may obtain, validate, and verify your information, such as your bank, credit reporting agencies, public information, internet searches, and/or other agencies, through any commercially reasonable methods to validate your identity and/or credit history. You authorize Patriot to report any adverse business information obtained by third parties including but not limited to federal or state tax authorities. You authorize Patriot to collect, verify, and store identification and banking information necessary for KYC and AML compliance.
- C. Compliance with Laws, Rules, Regulations and Third-Party Bank Agreements in the Processing of CCD and ACH Transactions.** You acknowledge that Patriot may rely on your warranties and covenants herein to comply with all applicable laws, rules, regulations, and commercial banking agreements you have entered that require you to establish and maintain privacy and security protocols intended to protect against the unauthorized, unlawful, fraudulent and/or unintended breach of privacy and/or disbursement of your funds, and any such terms and conditions are incorporated herein by reference as if written herein.

To use the Service, you must: (a) be a legally registered business in the United States with a valid Taxpayer Identification Number (TIN); (b) maintain an active and verified U.S. business bank account; (c) ensure all payees are eligible to receive

payments under applicable law; (d) complete all required compliance verifications, including, but not limited to, Know Your Customer ("KYC") and Anti-Money Laundering ("AML") screening in compliance with the Bank Secrecy Act, FinCEN's Customer Due Diligence Rule, and OFAC regulations; (e) provide necessary tax agency account information and authorizations; (f) maintain sufficient funds for all Payroll Service transactions; and (g) cancel any prior payroll services that may interfere with Patriot processing payroll transactions. Patriot reserves the right to suspend or terminate the payroll Service at any time if you fail to meet these eligibility requirements.

- D. Automated Clearing House (ACH) Timing.** Unless an exception applies, payroll services hereunder must be executed by the Customer, Partner, or Client, with sufficient funds in the business account, at least four (4) banking days before the intended pay date, unless, if applicable, you elect to prefund your payroll account. Patriot will hold such funds, without earnings or interest to you, until timely distribution. Patriot, as a third party sender, submits Your ACH instruction and accepts liability for transmitted funds to the extent you have provided and made such funds available. We may establish certain security limits on the payment submissions we process, such as a maximum number of transactions or dollar limitations. We will make reasonable efforts to notify you if we are unable to complete your funds transfers. Payments taking place after certain processing deadlines may be considered to occur on the next business day. You are solely responsible for verifying that all funds have been accurately transferred. Any exceptions to the four-banking day rule may be revoked in part or whole by us at any time. You agree to maintain all payroll, tax, or other records you need for reference, even though we may have information about the payments in our files.
- E. Refusal to Process.** We may refuse to process your payments if we have reason to believe your account balance is insufficient to cover the dollar amount of the payments or for any other legitimate business reason. If any amount debited against your account is dishonored or returned by your bank or financial institution for any reason including, but not limited to, non-sufficient funds, account closed, inability to locate account, or reversal by you and/or your bank, we may; (a) reverse any corresponding credit issued to us, you, your employees or any other party without liability to you or any other party, (b) reverse direct deposit transactions, (c) refuse to perform further Services, (d) apply any money currently in process/transit to any inadequately funded transaction, (e) charge you an insufficient funds penalty fee for each occurrence, (f) report this information to any and all credit agencies and/or financial institutions, (g) revoke expedited privileges, and/or (h) immediately terminate this Agreement.
- F. Inability to Process.** In the event of interruption of Patriot's ability to transmit ACH instructions, Patriot will give best efforts to remedy such interruption and transmit ACH instructions as soon as reasonably possible through regular business processes. The only remedy for delay of payment is more time, not to exceed seven

(7) working bank days.

G. Guarantor Acknowledgment. If you are signing this Agreement on behalf of a company or other legal entity (the “Entity”), you, as the authorized representative, also personally agree to the following obligations and are referred to as “Guarantor.” You unconditionally and irrevocably guarantee payment of all amounts the Entity owes to Patriot under this Agreement, including any debts, fees, chargebacks, or other liabilities—whether existing now or arising in the future. You agree to be directly and personally responsible for these obligations as if you were the principal debtor. This Guaranty applies regardless of any statute of limitations or unenforceability against the Entity and cannot be waived, altered, or limited by any separate agreement unless expressly agreed to in writing by Patriot. You also confirm that you have not relied on any promises or conditions outside of this Guaranty.

15. Limitation of Liability. We will not be liable to you, 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, for your input of Material Data, for any changes or modifications to account or otherwise requested by you or by any third-party due to your failure of security, or any other damages arising from any provision of this Agreement. This limitation will apply regardless of whether such claim is based in contract, tort, or other applicable area of law, and whether you advise us of the possibility of such damages. Should the Services prove defective, damaged, corrupt, or unusable, we will endeavor to assist you in recovery, extraction, correction, or repair of Material Data; however, you assume the entire cost of all such recovery, extraction, correction, or repair (except as may be otherwise agreed in our “maintenance and support” terms or provided during your enrollment). 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 Fees paid 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.

These limitations of liability are agreed allocations of risk constituting in part the consideration for Patriot’s license of service to you, and such limitations will apply notwithstanding the failure of the essential purpose of any limited remedy.

16. Indemnification.

A. You agree to defend, indemnify, and hold harmless Patriot and its shareholders, members, directors, officers, employees, agents, affiliates, subsidiaries, representatives, successors, and assigns (“Indemnified Parties”) from and against any and all liabilities, losses, damages, settlements, judgments, costs, and expenses (including reasonable attorneys’ fees and legal or accounting costs),

arising out of or related to: your access to or use of the Service, or inability to use the Service; the loss, corruption, or unauthorized access to your data or any information provided by or on your behalf; your breach of this Agreement, applicable laws, regulations, or third-party rights; your performance or failure to perform under this Agreement, including any acts or omissions (whether negligent, fraudulent, intentional, or otherwise) by you or your employees, agents, or contractors; your failure to follow required and/or reasonable privacy, security, or authentication protocols; actions, data, or instructions provided by you or by anyone reasonably believed to be acting on your behalf, or those required by your banks and financial institutions through which funds transfers are initiated by you hereunder; or your failure to comply with the dispute resolution provisions of this Agreement. This obligation survives termination of the Agreement.

B. Funds Transmission. To the extent Patriot services are construed as an agency relationship under State Law, Patriot's agency and liability is limited to transmission of funds received in payment of a Customer obligation, per Customer instruction, subject to the terms and conditions of this agreement. Notwithstanding the foregoing, nothing in this Agreement shall be construed as creating an agency relationship between Patriot and any Partner or Client(s) of Partner. Partners act independently and are solely responsible for their instructions and any obligations to their own Clients.

17. Intellectual Property. The Service and all User Documentation is protected by copyright laws and international copyright treaties, as well as other intellectual property laws and treaties. Patriot is and will remain the sole owner of all 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 Services, 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, as defined by the copyright laws of the United States, 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. 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.

18. Force Majeure. Patriot shall not be held in breach of this Agreement by reason of any failure or delay in its performance hereunder if such failure is due to causes beyond its reasonable control, including but not limited to, acts of the other party, act of God, inability beyond reasonable control to obtain necessary labor or materials, or events such as pandemics, fires, floods, earthquakes, storms, war, act of public enemy, act of terrorism, civil commotion, and the like by any law, rule, regulation, order or other action by any public authority. In the event of interruption of service, Patriot's sole obligation is to restore service

as soon as is reasonably possible.

- 19. Notices.** All notices required or permitted hereunder will be sent in writing by U.S. Mail, email, or a recognized national express courier, or if required to be made by Patriot Software, notice may be posted by us on your dashboard or by any reasonable other method. You must give us timely notice of any change in your address, credit card, or bank account information.
- 20. Termination.** You may terminate the Services by following the steps within your Account at any time. Patriot reserves the right to immediately terminate or suspend Services, with or without notice, if we determine you are using Services in violation of this Agreement or any applicable law, rule, or regulation, or your use of the Services is improper or substantially exceeds or differs from normal use by other customers, partners, or clients, or upon suspicion of fraud, misuse, security concern, illegal activity or unauthorized access issues, or if you fail to have, and/or provide us with authorization to use Services on behalf of a Client, or if a Client revokes your authority to act on its behalf, or for any other reason we determine in our discretion. Patriot is under no obligation to disclose the reason for termination. Upon termination of this Agreement for convenience or cause, all licenses of use granted herein shall terminate, except that you may access Material Data in “read only” or similarly restricted format for such reasonable amount of time after termination that Company permits limited access. In the event that we determine a breach of this Agreement, Patriot may terminate, suspend, or discontinue this Agreement without notice in addition to other remedies. We will not reimburse you for or refund fees for any unused Services. In addition, you will be responsible for all Service fees due or incurred during the notice period and until the date of termination in accordance with this Agreement.
- 21. Effect of Termination: Data.** On the date of termination, access to the Services and Material Data will be changed to “read only.” You will no longer be able to add new Material Data, edit data, or perform functions using the Software. 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.
- 22. Governing Law and Forum.** This Agreement and all disputes arising out of this Agreement are governed exclusively by the laws of the state of Ohio without giving effect to its conflict of law principles.

Dispute Resolution by Binding Arbitration

Please read this section carefully as it affects your legal rights, including your right to a jury trial and participation in class actions. You acknowledge that you understand and accept these terms unless you opt out as described below.

- A. Informal Dispute Resolution:** Before initiating arbitration or litigation, both you and Patriot agree to attempt to resolve any dispute, claim, or controversy arising out of or

related to this Agreement or the Services informally. You agree to contact our support team first, and we will attempt to contact you. If not resolved within sixty (60) days, either party may proceed with arbitration.

- B. Agreement to Arbitrate:** Except as stated directly below, you and Patriot agree that any dispute, claim, or controversy arising out of or relating to this Agreement, including, but not limited to the breach, termination, enforcement, interpretation, or validity thereof, shall be resolved by binding arbitration administered by the American Arbitration Association ("AAA") in accordance with its Commercial Arbitration Rules, except as modified herein. Disputes include initial claims, counterclaims, and third-party claims.
- C. Arbitrator:** The arbitration shall be conducted by a single, neutral arbitrator, and shall take place in the state of Ohio, in Stark County. The arbitrator shall have exclusive authority to resolve all disputes, including issues of arbitrability and enforceability of this arbitration provision.
- D. Exceptions to Arbitration:** Either party may bring: (1) an individual claim in small claims court in Stark County, Ohio, or, (2) a claim for injunctive or equitable relief in court in Stark County, Ohio, to protect intellectual property rights. The parties hereto agree that any suit, action or proceeding arising out of this Agreement must be commenced and proceed only in a state court, or in the closest federal court to, Stark County, Ohio, and each of the parties hereto consents to the personal jurisdiction of any such state or federal court and waives any objection to the venue of any such suit, action or proceeding. The parties agree that in the event that any party hereto institutes a proceeding involving this Agreement in a jurisdiction outside Stark County, Ohio, that such actions shall be deemed frivolous and in violation of this Agreement, and the other party shall be entitled to recover any resulting costs, losses, and expenses incurred by that party due to the breach of this item.
- E. Opt-Out Right:** You may opt out of arbitration by sending written notice to **[requests@patriotsoftware.com]** within 30 days of your acceptance of these terms. Your notice must clearly state your name, address, and intention to opt out. Failure to do so constitutes acceptance of this arbitration provision. Should you opt out of arbitration, you still agree that any suit, action or proceeding arising out of this Agreement must be commenced and proceed only in a state court, or, in the closest federal court to, Stark County, Ohio, and each of the parties hereto consents to the personal jurisdiction of any such state or federal court and waives any objection to the venue of any such suit, action or proceeding. The parties agree that in the event that any party hereto institutes a proceeding involving this Agreement in a jurisdiction outside Stark County, Ohio, that such actions shall be deemed frivolous and in violation of this Agreement, and the other party shall be entitled to recover any resulting costs, losses, and expenses incurred by that party due to the breach of this item.
- F. No Class Actions:** You and Patriot agree to resolve disputes only on an individual

basis. No class, collective, coordinated, or representative arbitrations or proceedings are permitted. Any attempt to bring a class or representative claim will be deemed waived and void.

G. Arbitration Procedure: Arbitration shall be administered by AAA under its applicable Consumer Arbitration Rules or Commercial Arbitration Rules, depending on the nature of the Dispute. The arbitration will be conducted by a single arbitrator mutually agreed upon by the parties or appointed by AAA. The arbitrator must be a licensed attorney or retired judge with relevant experience. The arbitration will be conducted in Stark County, Ohio, with the exception of the arbitrator who may appear remotely to save costs. Pre-arbitration hearings shall take place either in Stark County, Ohio, or remotely if agreed upon by the parties.

H. Limited Discovery: Each party shall be entitled to the exchange of relevant, non-privileged documents directly related to the dispute, and within a timeframe directly relevant to the timeframe of the claim(s) in dispute. Additionally, each party may take one (1) deposition, not to exceed four (4) hours, unless the arbitrator determines that additional discovery is necessary for a fair resolution of the dispute.

The arbitrator may allow further discovery only upon a showing of good cause and where necessary to ensure that each party has a meaningful opportunity to present its case. The arbitrator shall take into account the parties' mutual interest in an efficient and cost-effective resolution.

I. Fees and Location: Fees will be allocated per the applicable AAA rules, which includes that the party filing the arbitration shall pay the filing fee.

J. Confidentiality and Enforcement: Arbitration will be confidential. The arbitrator's decision will be binding, and judgment may be entered, under seal to preserve confidentiality, in any court of competent jurisdiction.

K. Severability: This arbitration provision survives termination of this Agreement. If any portion of this section is found unenforceable, the remainder will still apply.

23. Amendment of Terms. We may, at any time and in our sole discretion, change, modify, amend, delete, or add to the terms of this Agreement (collectively, "Amendments"), without prior notice to you and without liability. By accepting this Agreement, you expressly acknowledge and agree in advance that such Amendments may be made from time to time and that your continued access to or use of the Services following the effective date of any Amendment constitutes your binding acceptance of the updated Agreement.

Amended versions of this Agreement will be posted on Patriot's website, along with their effective date. We encourage you to review the Agreement regularly. You waive any right to receive individualized notice of changes to the Agreement. If you do not agree to the amended terms, you must stop using the Services. We may suspend or terminate your

access to the Services if you fail to comply with the amended terms.

- 24. 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.
- 25. Severability.** If any term, provision, covenant or restriction of this Agreement is held by a court of competent jurisdiction to be invalid, illegal, void or unenforceable, the remainder of the terms, provisions, covenants and restrictions set forth herein shall remain in full force and effect and shall in no way be affected, impaired or invalidated, and the parties hereto shall use their commercially reasonable efforts to find and employ an alternative means to achieve the same or substantially the same result as that contemplated by such term, provision, covenant or restriction. It is hereby stipulated and declared to be the intention of the parties that they would have executed the remaining terms, provisions, covenants, and restrictions without including any of such that may be hereafter declared invalid, illegal, void, or unenforceable.
- 26. Entire Agreement.** This Agreement (both preceding and subsequent to this provision) sets forth the entire agreement of the parties as it relates to the Services and subject matter herein and supersedes all other oral or written agreements governing your use of the Service.

Partner Addendum

The following provisions specifically apply in the event you are entering into this Agreement as a Partner intending to use the Software and Services on behalf of Clients. These provisions are incorporated into and form part of this Subscription Agreement.

- A. Clarification of Patriot's Role:** We are not a “payment processor,” “payroll processor,” or like term, and do not bear any responsibility whatsoever for the collection and/or control of funds on behalf of you, Clients, or others, as defined by the NACHA, or any other applicable law, rule or regulation.
- B. Provision of Service to Clients:** The provision of Service may also be extended to you on behalf of Clients subject to termination in accordance with the terms herein. Partner assumes all responsibility for providing Service-related support to Clients.
- C. Client Authorization:** In addition to any other authorization you are required to provide us hereunder, you will also be responsible for, and you shall obtain from each Client, and verify upon our request, any and all authorizations and approvals permitting you to access and use of the Services as an agent on behalf of Clients including, but not limited to:
1. Authorization to enter and access your data, and Material Data - your Client data entered by you or on your behalf,
 2. Authorization to access, read, receive, analyze, and otherwise use the results of

- any outputs created by the Services based on your input of Material Data,
3. Authorization to transfer, deposit, or receive Client funds via the Services and, as applicable, using third-party providers and/or technology such as Plaid, or like services, and
 4. In the event Partner uses the Service to pay itself as an employee or contractor of any specific Client, Partner must have, and provide to us upon request, the prior and express written authorization for the same from each such Client.

D. Validation Process: You acknowledge and agree that we may, in our discretion, and at any time, validate your authority to access and use the Services as an agent for and on behalf of any Client, by any reasonable means available to us including: email, telephonic, or electronic confirmation, or written confirmation, or micro-deposit(s) to a bank or financial institution, or Plaid, etc.

E. Audit Rights: You agree to allow Patriot Software to audit your compliance with this agreement and NACHA Rules.

F. Data and Data Access: In the event we receive a request for information from you concerning access to your Material Data, Patriot will investigate and determine the authorization for such access. Your access to the Material Data of a Client, however, will immediately cease for that Client upon notification we receive removing or voiding your agency and authority on its behalf. As between you and your Client, you agree that all such Material Data belongs to the Client.