

CUSTOMER SUBSCRIPTION AGREEMENT

This Customer Subscription Agreement (“Agreement”) is effective on the date you accepted this agreement as set forth below individually or as an authorized representative of Customer (the “Effective Date”), and is entered into by and between Customer, and Customer’s affiliates by common ownership and or control, (“Customer,” “you” and “your”), Patriot Software, LLC, (“PSL”), and Patriot Software Payments, LLC (“PSPL”), each a Delaware Company (“our”, “we”, and “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 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 other functions of the Services.

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 CUSTOMER ACCEPTS AND COMPLIES WITH THEM. BY CLICKING THE “ACCEPT” BUTTON YOU (A) ACCEPT THIS AGREEMENT AND AGREE THAT CUSTOMER IS LEGALLY BOUND BY ITS TERMS; AND (B) REPRESENT AND WARRANT THAT: (I) YOU ARE OF LEGAL AGE TO ENTER INTO A BINDING AGREEMENT AND (II) IF CUSTOMER 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 AND BIND CUSTOMER 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.

- 1. Provision of Service.** Patriot shall make the Service available to Customer 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.
- 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. **Customer.** 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 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 Section 17, below, with a list of any owner(s) or beneficial owner(s) that own(s) or controls at minimum twenty five percent (25%) of the stock or other equity units in Customer, and to supplement this list promptly with in the event that such ownership changes.
- (2) you will comply with all applicable laws, rules, and regulations.
- (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.
- (4) you are responsible for the accuracy and completeness of all data entered by you or on your behalf in the Software (“Material Data”), and for all settings in

the Software selected and used by you even if configured by us at your request.

- (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. Patriot. We represent and warrant that:

- (1) we will comply with all applicable laws, rules, and regulations.
- (2) the Service will comply with specifications for the Service but only if provided by us during the Term, and that we will employ reasonable security measures to protect the Software and Service including periodic backups and maintaining a “firewall” against malicious, harmful, or disabling data, work, codes, or programs. For any proper claim under this warranty made by you during the warranty period, our liability and your exclusive remedy is limited to our provision of commercially reasonable efforts to correct the performance deficiencies provided you provide all information necessary to recreate the failure. At our discretion and in the event we cannot repair the Software we may refund Fees paid by you, but in no event shall our liability for Services exceed the price paid by you for such defective Services.

C. Disclaimers.

EXCEPT AS EXPRESSLY PROVIDED FOR HEREIN, PATRIOT MAKES NO WARRANTIES OR REPRESENTATIONS, EITHER EXPRESS OR IMPLIED, CONCERNING THE SOFTWARE OR SERVICES, AND WE SPECIFICALLY DISCLAIM ALL IMPLIED WARRANTIES INCLUDING WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. PATRIOT DOES NOT REPRESENT OR WARRANT THAT THE SOFTWARE AND SERVICES, INCLUDING UPDATES, WILL ALWAYS BE AVAILABLE, ACCESSIBLE, UNINTERRUPTED, TIMELY, SECURE, COMPLETE OR ERROR-FREE. WE ARE NOT RESPONSIBLE FOR THE RESULTS OF SOFTWARE USE OR ISSUES WITH OUR SOFTWARE OR SERVICES ARISING OUT OF THEIR USE ON OR IN CONJUNCTION WITH THIRD PARTY HARDWARE, SOFTWARE OR SYSTEMS NOT PROVIDED BY US, INCLUDING FEDERAL, STATE OR LOCAL GOVERNMENT, BANKING, AND FINANCIAL INSTITUTIONS. YOUR USE OF CERTAIN LICENSED FUNCTIONS IN THE SOFTWARE IS DEPENDENT ON THE

AVAILABILITY AND COVERAGE OF FINANCIAL NETWORKS AND TECHNOLOGIES, AND THE INTERNET, WHICH INVOLVE FACILITIES OWNED AND OPERATED BY THIRD PARTIES. WE ARE NOT RESPONSIBLE FOR THE OPERATION, AVAILABILITY OR FAILURE OF SUCH SYSTEMS OR FACILITIES. WE DO NOT GIVE ANY PROFESSIONAL TAX OR ACCOUNTING ADVICE TO INCLUDE, BUT NOT BE LIMITED TO, THE LICENSING AND USE OF OUR SOFTWARE AND SERVICES; YOU SHOULD CONSULT WITH YOUR ACCOUNTING AND TAX PROFESSIONAL IN THIS REGARD. 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 OR OTHERS, AS DEFINED BY THE NATIONAL AUTOMATED CLEARING HOUSE ASSOCIATION (NACHA) OR ANY OTHER APPLICABLE LAW, RULE OR REGULATION.

- 6. Confidentiality.** As used herein, "Confidential Information" means all confidential and proprietary information of a party ("Discloser") disclosed to the other party ("Recipient"), whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure, including the terms and conditions of this Agreement, the Material Data, business and marketing plans, technology and technical information, product designs, and business processes. Confidential Information will not include information that Recipient can reasonably demonstrate through written evidence: (a) is or becomes generally publicly available other than due to the acts or omissions of the Recipient, its Affiliates, or their Representatives; (b) is rightfully in Recipient's possession on a non-confidential basis prior to receipt from Discloser; (c) is lawfully received, without obligation of confidentiality, by Recipient from a third party; or (d) is independently developed by or for Recipient without use of or reference to Discloser's Confidential Information. We will be entitled to disclose your Data if required pursuant to judicial, governmental, or administrative process, requirement, order, or disclosure demand, or as may be required by our banks and financial institutions in connection with audits by same. Recipient agrees: (a) to hold Confidential Information disclosed to it by the other party strictly confidential and to not share, disclose, or provide Discloser's Confidential Information to any third party except as expressly set forth herein; (b) to maintain the confidentiality and security of Discloser's Confidential Information using the same care as it uses with its own confidential information of like importance, but no less than reasonable care; and (c) to restrict access to Discloser's Confidential Information to those of its and its Affiliates' employees, contractors, agents, legal and financial advisors, and consultants ("Representatives") who have a need to know the information in connection with the performance of Recipient's obligations under this Agreement who (i) have been notified of the confidential nature of the disclosure and (ii) are under an enforceable obligation to hold the Confidential Information in confidence under terms and conditions at least as restrictive as the terms and conditions of this Agreement. Recipient will be responsible for any breach of this Agreement by the Representatives of Recipient or its Affiliates. The Parties' confidentiality obligations herein will survive the

termination or expiration of this Agreement for a period of five years. Recipient acknowledges that remedies at law may be inadequate to protect Discloser against any actual or threatened breach of this Agreement by Recipient or its Representatives and, without prejudice to any other rights and remedies otherwise available to Discloser, Recipient agrees that in the event of such actual or threatened breach Discloser may seek injunctive or other equitable relief in Discloser's favor, without proof of actual damages or the requirement of posting a bond or other security.

7. **Modifications to Software.** Customer agrees that Patriot may, for internal use only, record, collect, use, and distribute data and related information (including, but not limited to, technical information pertaining to Customer's computers, devices, systems, software, and peripherals, phone calls, emails, or any other communication or latent information incorporated with communications), for purposes of improving Company's products, customizing services, and research.
8. **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.
9. **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 Section 17, below.
10. **Late Payments.** Fees will not be refunded after they are invoiced. Payments not either 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.

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

- A. Scope of Service. Payroll Tax Filing Service Software is for processing payroll and tax information only. Patriot will perform the following tasks for each taxing jurisdiction licensed by you that 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. Control of Funds. Customer's funds for the payment of payroll taxes hereunder are administered through irrevocable trust account(s) with third-party banks and/or financial institutions not controlled or managed by Patriot. Patriot is only a third-party sender/administrator and never receives, controls, or directly transfers your funds. All fund transfers for the payment of payroll taxes hereunder by Customer are solely at Customer discretion and control. Any such payroll and payroll tax transfers are made by Customer and in Customer's name, and for Customers benefit.
- C. 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, 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 Software 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 payroll taxes for partial tax periods nor will we be responsible for filing any W-2s or other documents for partial tax periods. We will refund any tax collected but not deposited.

12. Additional Terms and Conditions: Automated Clearing House (ACH) and Corporate Credit and Debit ("CCD") Transactions.

- 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 Customer's employees, agents, and contractors; Direct deposits are administered by PSPL at the direction of Customer.
- B. Customer Identification Procedure. Prior to executing direct deposits, you hereby agree that we may 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.

- 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.

- D. Automated Clearing House (ACH) Timing. Unless an exception applies, payroll services hereunder must be executed by you, with sufficient funds in your business account, at least four banking days before the pay date unless you elect to prefund your payroll account. Patriot will hold such funds, without earnings or interest to you, until timely distribution. You are solely responsible for verifying that all funds have been accurately transferred. 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 and that 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. Any exceptions to the four-banking day rule may be revoked in part or whole by us at any time.

- 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 reason we deem reasonable. 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 held by us to any amount owed to us by you, (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. Guaranty.
 - a. Guarantor. The undersigned, If entering into this Agreement on behalf of Customer, which is a company or other legal entity, as its duly authorized

representative, you shall also be identified herein by use of the terms “you,” “your,” and “Guarantor”.

- b. Guaranty. You Unconditionally guarantee and promise to pay Patriot any and all indebtedness incurred by Customer. The word “indebtedness”, as used herein, is to be broadly interpreted to include all advances, debt, chargebacks for any reasons, and liabilities of originators or any one or more of them previously incurred, now existing or hereafter made, incurred or created, whether voluntary or involuntary, or whether recovery upon such indebtedness may be or hereafter becomes barred by any statute of limitations or whether such indebtedness may be or hereafter becomes otherwise unenforceable. As between Patriot and Guarantor, the Guarantor is liable as principal debtor for all of the Customer’s clients covenants as embodied in this Agreement. Any agreement between Patriot and the Guarantor diminishing the liability of the Guarantor under this Agreement, altering any term of this Agreement, or imposing any condition against the operation of any such term, is deemed void and of no force or effect. In addition to other warranties set forth in this Agreement, you further warrant that there are no other agreements, representations, terms or conditions, that have been relied upon by you that are not expressly stated in this Guaranty.

13. 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, 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 (not us) assume the entire cost of all such recovery, extraction, correction, or repair (except as may be otherwise agreed in the “maintenance and support” terms linked to this Agreement 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.

14. Indemnification.

- A. Patriot. We shall be responsible for, and shall indemnify, defend and hold harmless Customer from any damages, liabilities, charges, expenses, and claims (including any suit) brought against Subscriber by a third party alleging that any of the Service infringes a United States or Canadian patent, copyright, mask work right, or any other third party intellectual property right and shall pay all costs and damages finally awarded, provided that Customer gives us prompt written notice of such claim, and information, reasonable assistance and sole authority to defend or settle the claim. We shall not have any liability if the alleged infringement arises out of Customer's technology, Customer combining with, adding to, or modifying the Software, or Customer's failure to use materials or instructions provided by us that would have rendered the Service non-infringing. In the defense or settlement of the claim, we may obtain for Customer the right to continue using the Service, may replace or modify the Service so it becomes non-infringing, or, if such remedies are not reasonably available, may terminate this Agreement. PROVIDER DISCLAIMS ANY LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL OR SPECIAL DAMAGES. PROVIDER'S SOLE OBLIGATION FOR INDEMNIFICATION OF SUBSCRIBER OR CLAIMS OF INFRINGEMENT BY SUBSCRIBER IS DESCRIBED IN THIS SECTION AND, NOTWITHSTANDING ANY OTHER TERMS IN THIS AGREEMENT, SHALL NOT EXCEED THE AMOUNT PAID BY SUBSCRIBER AS SUBSCRIPTION FEES FOR THE INFRINGING SERVICE.
- B. Customer. You will defend, indemnify, and hold us and our shareholders, members, 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, (f) your failure to follow reasonable privacy and security protocols or those required by your banks and financial institutions through which funds transfers are initiated by you hereunder, (g) for any data entry, changes, or other actions made in the Software by Users, which shall include changes solicited from Patriot through such Users and/or anyone with the capacity to impersonate a User and who gains access to, and uses, the Service with your direct or indirect authorization, or through your lack of appropriate security procedures, and; (h) your failure to follow the venue requirements for disputes hereunder.

15. **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.

16. **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, 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 must be to restore service as soon as is reasonably possible.
17. **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.
18. **Termination.** Either party may terminate, suspend, or discontinue this Agreement upon notice to the other as permitted herein. We may terminate this Agreement, and suspend all Services immediately, for cause, if we determine you are using Services in violation of this Agreement or any law, rule, or regulation that would preclude you from using the Services. 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 of 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.
19. **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.

20. **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. 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.
21. **Amendment.** We may, at any time and in our sole discretion, change, modify, amend, delete, or add to the terms of this Agreement provided you are furnished with advance notice of same as permitted herein and that you accept such amendment in a manner consistent with or materially similar to the method for accepting this Agreement. Any such amendment will become effective immediately upon such acceptance. We may terminate this Agreement in the event you fail to accept an Amendment.
22. **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.
23. **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.
24. **Entire Agreement.** This Agreement 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.