



The terms and conditions (this "Agreement") set forth herein constitute the full and complete agreement between you and RECUR360 TECHNOLOGIES, LLC ("RECUR360 TECHNOLOGIES"). By using RECUR360 TECHNOLOGIES's R360 Cloud Hosting hosted remote desktop servers (the "Services"), you agree (i) you have read and understand this Agreement; (ii) you are bound by this Agreement; (iii) this Agreement is valid and enforceable against you; and (iv) to the extent you are using the Services on behalf of a business entity as the Account Owner, you have the power and authority to bind that business entity to this Agreement. We use the term "you" to refer to you as an individual and to any business entity for which you are acting as an agent or representative. The terms contained herein supersede and replace any other agreement or negotiation between you and RECUR360 TECHNOLOGIES, whether oral, written or otherwise, including any statements made to you by any representative of RECUR360 TECHNOLOGIES at any time with the sole exception of agreements physically signed by an authorized officer of RECUR360 TECHNOLOGIES and delivered by hand, mail, email, or FAX.

1. TERMS & DEFINITIONS

- (a) "Account" means, with respect to a Customer, the details of the Services currently purchased by such Customer for its benefit and/or the benefit of one or more particular Subscriber(s).
- (b) "Account Owner" means the Person deemed to have complete control over the Account.
- (c) "Affiliate" means, as applied to any Person, any other Person Controlled by, Controlling, or under common Control with that Person.
- (d) "Available" means, as to a Service ordered by a Customer, that such Service is accessible and available for use by or on behalf of such Customer, notwithstanding any inaccessibility or unavailability caused by (i) Suspension, (ii) nonpayment, (iii) scheduled downtime, (iv) de minimis service interruptions, (v) interruptions outside of RECUR360 TECHNOLOGIES' reasonable control, or (vi) a Customer's or Subscriber's own connectivity issues.
- (e) "Billing Period" means, with respect to an Account, a one-month period beginning on the date on which RECUR360 TECHNOLOGIES first makes Services Available and recurring monthly until Customer Cancellation.
- (f) "Control" means either the direct or indirect (i) control of more than 50% of the shares or other equity interests of the subject entity entitled to vote in the election of directors (or, in the case of an entity that is not a corporation, for the election or appointment of the corresponding managing authority), or (ii) power to manage, direct or cause the direction of the management and policies of such entity.
- (g) "Customer Cancellation" means, with respect to an Account, the cancellation by a Customer of all of its and its Subscribers' use of the Services with 30 days notice.
- (h) "Customer" means the Person obligated to make payments to RECUR360 TECHNOLOGIES or its Affiliate with respect to Services purchased for use by one or more Subscribers.
- (i) "Discounts" means a discount to the Service Fees that is (i) set forth in a Quotation or on the Web Portal, (ii) applicable only to the particular Service identified in the Quotation or on the Web Portal, and (iii) effective only for the period specified in the Quotation or on the Web Portal.
- (j) "Hosted Data" means the data Customer or its Subscribers store on the RECUR360 TECHNOLOGIES application servers.
- (k) "Person" includes any individual, firm, company, corporation, government, state or agency of a state or any association, trust, joint venture, consortium or partnership (whether or not having separate legal personality).
- (l) "Processor" means an entity that processes personal data for a customer or business without having ownership of the data.
- (m) "QuickBooks® Products" means Intuit's QuickBooks® Enterprise Solutions desktop software product and all other QuickBooks® Desktop products for Windows sold by Intuit in connection with the Services, any replacement product provided by Intuit, and all add-on products, services and features provided by Intuit, including updates, upgrades, enhancements, plug-ins, and other related components, as Intuit may release from time to time.



- (n) "Quotation" means, with respect to a Customer, a writing executed by such Customer and an authorized representative of RECUR360 TECHNOLOGIES setting forth the description of the Services purchased, the Service Fees, and any additional terms and conditions applicable to the Services, as amended by the parties from time to time.
 - (o) "Service Fees" means the fees corresponding to a particular Service set forth in a Quotation or on the Web Portal, as discounted by any Discounts.
 - (p) "Sub-processor" means any subcontracted third party provider engaged by the Processor or service provider who processes customer personal data on behalf of the Processor or service provider.
 - (q) "Subscriber" means the Person designated by a Customer and permitted to use one or more Services.
 - (r) "Suspension" or "Suspend" means the denial of access to Services, which shall include the disabling of Customer's and its Subscribers' access to Services or any access to information or data stored on the servers.
 - (s) "Third Party Leased Software" means any and all third party software that you license through RECUR360 TECHNOLOGIES pursuant to a Quotation or the Web Portal, such as FinJinni, WebGility, Fishbowl and other software, Microsoft Office and Windows Desktop.
 - (t) "Web Portal" means the RECUR360 TECHNOLOGIES website LiveChat located at <https://www.recur360.com/support> through which Customers can request support.
2. ACCOUNT OWNER TERMS. If you are an Account Owner, the following terms apply to you and you agree that:
- (a) Only the Account Owner has the power to cancel the Account, change the name of the business, and move sub-accounts
 - (b) There can only be one Account Owner at one time. Account Owners may be transitioned by contacting RECUR360 TECHNOLOGIES and completing the RECUR360 TECHNOLOGIES Account Owner Change Request Form.
 - (c) To the extent you are using the Services on behalf of a business entity and that entity is the Customer, you have the power and authority to bind the Customer to this Agreement, including with respect to payment obligations under Section 3.
 - (d) It is your obligation to update the person named in the Account Owner role. You agree to keep the person named in the Account Owner role up to date in the MyAccount portal, including without limitation if the prior Account Owner becomes deceased or is no longer part of your organization.



3. Data Backup

(a) R360 Cloud Hosting 4 Tier Backup Strategy

- Tier I: Our Microsoft Hyper-V Servers take a Microsoft Volume Shadow Copy (VSS) of the RAID array that the Virtual Remote Desktop servers' hard drives (VHDX) are stored on at 5 AM, 1 PM and 9 PM CST daily. VSS is a "local" snapshot of the hard drives that we store for 2 days so that if a server, drive or file is corrupted, we can immediately pull the last known good copy out of VSS and replace the corrupted VHDXs.
- Tier II: All our Remote Desktop servers and Data Redirection servers (Desktop, My Documents, QuickBooks) have Cove Data Protection installed. Cove runs an hourly backup of each servers' System State, C and D drive and all files and folders. Backups are streamed each hour offsite to Cove's cloud in AWS. All hourly backups can be retrieved going back 28 days. This allows us to restore an entire server or individual files from the cloud backup
- Tier III: For our mission critical servers like Domain Controllers, Remote Desktop Gateway, and Redirection servers, we have a local "Speed Vault" that the hourly backups are synchronized with Cove's offsite cloud back so that those servers can be restored locally unless needing to pull from the cloud backup. These servers also have a local Standby Image the is ready to spin up based on each hourly backup.
- Tier IV: Customers are responsible for creating their own QuickBooks Backup Files *.qbb and cutting and pasting them to their local machine(s) to have their own personal backup/archive of the data. QBB files should be created weekly or monthly or before making major changes to your QBW Company Data File or prior to any major data imports that may affect your data. Copying them to a local pc ensures having a replica in the case of a server outage or inaccessibility.



4. Data Center
 - (a) RECUR360 TECHNOLOGIES owns all of its Server, Network, Routing Infrastructure and it is racked at TSR Solutions in Milwaukee, WI.
 - (b) Only RECUR360 TECHNOLOGIES IT Administrators have access to the hardware within our rack
 - (c) TSR's Data Center is
 - A. SSAE 16 Type II Certified
 - B. SAS70 Certified
 - C. SCO2 Type 2 AICPA/SOC Certified

5. FEES AND BILLING. If you are the Customer, the following terms apply to you and you agree that:
 - (a) Service Fees. In exchange for RECUR360 TECHNOLOGIES making Services Available, Service Fees applicable to those Services shall accrue during the Billing Period. You agree that the Service Fees are in exchange for making the Services Available and you shall pay the Service Fees even if the Services were not used during the Billing Period.
 - (b) Service Adjustments. Service Fees will be prorated ("Prorated Fees") for new Services purchased and made Available during a Billing Period. No amounts will be refunded with respect to cancellations or reductions of Services during a Billing Period.
 - (c) Billing. RECUR360 TECHNOLOGIES will charge you on the first day of each Billing Period for (i) Prorated Fees for Services added during the prior Billing Period, and (ii) Service Fees for Services purchased and active on your Accounts as of the first day of the Billing Period. You agree to pay such amounts on the first day of each billing period. Unpaid amounts shall accrue interest at the lesser rate of 2% per month or the highest rate permitted by law. Payment of Service Fees must be made by credit card (American Express, Visa, MasterCard, and Discover) or bank transfer (additional fees may apply) or other method made available at RECUR360 TECHNOLOGIES' sole discretion. In the event you choose to pay by credit card or bank transfer, prior to activation of your Account and at any applicable time thereafter you authorize RECUR360 TECHNOLOGIES to charge the credit card provided by you or transfer funds from the bank account provided by you for the amount of the Prorated Fees and Service Fees. All payments shall be made in United States Dollars. If the amounts payable for any Account you own or manage are past due in any Billing Period, in addition to RECUR360 TECHNOLOGIES' other remedies hereunder and in law and equity, you grant RECUR360 TECHNOLOGIES the right to contact all Subscribers associated with your Accounts for direct billing.
 - (d) Discounts. RECUR360 TECHNOLOGIES may from time to time offer Discounts to Customers. These Discounts are conditioned upon Customer's and its Subscribers' compliance with the terms of this Agreement. Upon a Customer's or a Subscriber's breach of any of the terms herein, RECUR360 TECHNOLOGIES may, in its sole discretion and without notice, revoke any Discounts offered to such Customer.

6. ACCEPTABLE USE
 - (a) RECUR360 TECHNOLOGIES strictly enforces compliance with its acceptable use terms under this Section 4. You agree to use the Services in full compliance with the terms set forth below. Failure to so comply shall be deemed a material breach of this Agreement. In connection with your use of the Services, you agree that:
 - (b) you will not and will cause your Subscribers not to violate the laws, regulations, ordinances or other such requirements of any applicable Federal, State or local government;
 - (c) you will not and will cause your Subscribers not to take any action which encourages or consists of any threat of harm of any kind to any person or property;



- (d) you will not and will cause your Subscribers not to gain or attempt to gain any unauthorized access to any Services, accounts or Hosted Data of any Customer, Subscriber or other Person or disclose or use any such information without authorization;
- (e) you will not and will cause your Subscribers not to install, nor run, nor attempt to install or run any executable software not authorized in writing by RECUR360 TECHNOLOGIES on any RECUR360 TECHNOLOGIES hosting system or application servers;
- (f) you will not and will cause your Subscribers not to make any inappropriate, illegal or otherwise prohibited communication to any newsgroup, mailing list, chat facility, or other internet forum;
- (g) you will not and will cause your Subscribers not to transmit any unsolicited commercial or bulk email, will not engage in any activity known or considered to be "spamming," "phishing," "mail bombing" or similar activities and you will not carry out any "denial of service" attacks on any other website or internet service;
- (h) you will not and will cause your Subscribers not to engage in any activity of any kind that causes harm to minors or to perform any activity which is likely to cause such harm;
- (i) you will not and will cause your Subscribers not to infringe any copyright, trademark, patent, trade secret, or other proprietary rights of any third party, including, but not limited to, the unauthorized copying of copyrighted material, the digitization and distribution of photographs from magazines, books, or other copyrighted sources, and the unauthorized transmittal of copyrighted software;
- (j) you will not and will cause your Subscribers not to remove or alter any copyright, trademark or other intellectual property notices with respect to the Services (including for the purpose of disguising or changing any indications of the ownership or source of the Services);
- (k) your sole remedy for any problems or dissatisfaction with the RECUR360 TECHNOLOGIES Services or services offered by RECUR360 TECHNOLOGIES Affiliates is to uninstall and to stop using the Services. You agree that RECUR360 TECHNOLOGIES has no obligation or liability arising from third party applications or any content that you access via the Services, and that any relationship with such third-party applications are governed by separate agreements with those third parties. You agree to comply with any applicable third party terms and obligations when utilizing the Services, regardless of whether payment for these services is made directly to RECUR360 TECHNOLOGIES or to an affiliate third party provider;
- (l) you will not and will cause your Subscribers not to collect, attempt to collect, publicize, or otherwise disclose personally identifiable information of any Person without their express written consent (which may be through the Person's registration and/or subscription to your services, in which case you must provide a privacy policy which discloses any and all uses of information that you collect) or as otherwise required by law, and you shall maintain records of any such consent throughout the Term of this Agreement and for three years thereafter;
- (m) you will not and will cause your Subscribers not to use the Service to import or copy any local files that you do not have the legal right to import or copy in this way;
- (n) you will not and will cause your Subscribers not to reverse-engineer, decompile, disassemble, modify or create derivative works of the Services or any part thereof except to the extent permitted by applicable law;
- (o) you will not and will cause your Subscribers not to circumvent any technology used by RECUR360 TECHNOLOGIES or its licensors to protect the Services or Third Party Software;
- (p) you will not and will cause your Subscribers not to sell, rent, sublicense or lease any part of the Services;
- (q) you will not and will cause your Subscribers not to circumvent any territorial restrictions applied by RECUR360 TECHNOLOGIES or its licensors;
- (r) you will not and will cause your Subscribers not to attempt to harvest, collect or use addresses, phone numbers, email addresses or other contact information, except as you are expressly authorized to use by your clients;
- (s) you will not and will cause your Subscribers not to solicit private information (including social security numbers, credit card numbers and passwords);



- (t) you will not and will cause your Subscribers not to use any crawling, robot, spider, scraper, or automated means while utilizing the Services;
- (u) you will not and will cause your Subscribers not to do anything that is illegal, infringing, fraudulent, malicious or could expose RECUR360 TECHNOLOGIES, its Affiliates or its other Customers to harm or liability of any type;
- (v) you will not and will cause your Subscribers not to post or copy malicious content such as malware, Trojan horses, or viruses, or otherwise interfere with any of RECUR360 TECHNOLOGIES' Customers' or Subscribers' access to the Services;
- (w) you will not and will cause your Subscribers not to undertake any action which is harmful or potentially harmful to RECUR360 TECHNOLOGIES or its infrastructure;
- (x) you will not and will cause your Subscribers not to attempt, encourage or facilitate any of the above.

7. THIRD PARTY SOFTWARE LICENSE AGREEMENTS

- (a) Compliance. You agree to comply with all software and end user license agreements for Third Party Leased Software.
- (b) Information Provided to RECUR360 TECHNOLOGIES. You represent and warrant that you are the legal owner of all license information and personally identifiable information that you have provided or will provide to RECUR360 TECHNOLOGIES. You grant RECUR360 TECHNOLOGIES the right to share with the licensors of Third Party Leased Software your license information, including without limitation all license-related keys and numbers for all Third Party Leased Software and all related services provided by the software licensor.

8. FLOW-THROUGH TERMS

- (a) Intuit Inc. Flow-Through Terms. QuickBooks®, Lacerte® and ProSeries® software is owned by Intuit Inc. ("Intuit"). Such software is hosted by RECUR360 TECHNOLOGIES under license from Intuit. RECUR360 TECHNOLOGIES is solely responsible for the provision of all Services on the RECUR360 TECHNOLOGIES website. You authorize RECUR360 TECHNOLOGIES to install such software updates at its discretion and understand that the installation of such software updates may result in your need to perform a data file update of your company file(s). RECUR360 TECHNOLOGIES has the ability to rollback updates to the extent required. In addition to all other terms and conditions herein:
 - A. you affirmatively accept, including on behalf of your Subscribers, Intuit's end user license agreement ("EULA") applicable to the Services you are accessing and using, and agree to do so only through Intuit's standard in-product EULA process, and agree that you and your Subscribers are bound and governed by such EULAs with respect to your use of the Intuit products;
 - B. you agree to register all licenses for each and every individual instance of an Intuit product used or accessed by you or your Subscribers within the applicable registration period;
 - C. you agree to supply all license information (including version and year of the applicable Intuit product) to RECUR360 TECHNOLOGIES for each instance you or a Subscriber wish to use;
 - D. you agree to obtain any end user license agreements necessary for other software, whether associated with an Intuit product or not;
 - E. you understand and agree that upon receipt of notice from RECUR360 TECHNOLOGIES or Intuit that an Intuit product is being discontinued, you shall be required to upgrade to the latest version of such product or discontinue your use of the Services for that particular version and year-edition;
 - F. you understand that you take full responsibility for retrieving your data from RECUR360 TECHNOLOGIES in the case of termination of the Services and that you must effect such



retrieval prior to termination during the period provided by RECUR360 TECHNOLOGIES for retrieval, as further set forth herein;

- G. you understand that upon your discontinuation of the Services, you must obtain solely and directly from Intuit any physical media containing copies of the Intuit products to which you may be entitled;
 - H. you understand and agree that despite RECUR360 TECHNOLOGIES' best efforts, in the case of data loss, loss of use or theft occurs, Intuit will have no liability for any damages associated therewith;
 - I. you agree that you are solely responsible for the actions and behavior of your Subscribers;
 - J. you understand and agree that Intuit provides no warranties for the Services and no warranties with respect to the performance of the Intuit products within the Services;
 - K. you understand and agree that with respect to the QuickBooks Products®, Intuit is responsible only for support in accordance with the EULA and only to the extent the QuickBooks® Products would normally operate on each Subscriber's own desktop computer, and not for support of, or relating to, the secure, remote hosting of, and access to, the QuickBooks® Products, their interoperation with the Services, or for support of any other products or services offered by RECUR360 TECHNOLOGIES or third parties;
 - L. you understand that you cannot technically or otherwise allow two or more Subscribers to share a single account and set of log-in credentials, and that you are prohibited from doing so;
 - M. you grant RECUR360 TECHNOLOGIES the right to share your QuickBooks® license information, including all license-related keys and numbers, payroll keys, and numbers, and number of users for which you provide such licenses, with Intuit for verification and tracking purposes. This information is governed by the terms of Intuit's Privacy Statement;
 - N. you understand and agree that Intuit is not a party to this Agreement between you and RECUR360 TECHNOLOGIES, is not responsible in any way whatsoever for the Services and has no liability therewith;
 - O. you understand and agree that except for those licenses that you bring to RECUR360 TECHNOLOGIES as a new RECUR360 TECHNOLOGIES customer that you must either subscribe to QuickBooks® licenses through RECUR360 TECHNOLOGIES, purchase QuickBooks® licenses through RECUR360 TECHNOLOGIES, or purchase new QuickBooks® licenses directly from Intuit or from Intuit's National Accounts organization or Intuit's dedicated accountant sales partner program;
 - P. you understand and agree that all QuickBooks® licenses that you subscribe to through RECUR360 TECHNOLOGIES are valid only while you are a RECUR360 TECHNOLOGIES customer and that each such license may be disabled at any time after the user account to which they were assigned is no longer paid for through RECUR360 TECHNOLOGIES; and
 - Q. you understand and agree that if you subscribe to QuickBooks® Enterprise Solutions, upon availability of a new version, your access to the QuickBooks® Enterprise Solutions software through your subscription may be upgraded accordingly without prior notice or approval from you.
- (b) Drake Flow-Through Terms. Drake® software offered to you hereunder is owned by Drake Enterprises, Ltd. ("Drake®"). Such software is hosted by RECUR360 TECHNOLOGIES under license from Drake. RECUR360 TECHNOLOGIES is solely responsible for the provision of all Services on the RECUR360 TECHNOLOGIES website. You authorize RECUR360 TECHNOLOGIES to install such software updates at its discretion and understand that the installation of such software updates may result in your need to perform a data file update of your company file(s). RECUR360



TECHNOLOGIES has the ability to rollback updates to the extent required. In addition to all other terms and conditions herein:

- A. you agree to affirmatively accept, on behalf of yourself and your Subscribers, the end user license agreements for each Drake product accessed and used by you and your Subscribers, and to do so only via Drake's standard in-product end user license agreement process;
- B. you agree to register all licenses for each Drake product used by you or your Subscribers; and
- C. you agree to obtain any end user license agreements necessary for other software, whether associated with a Drake product or not.

9. OWNERSHIP AND LICENSE OF INTELLECTUAL PROPERTY

- (a) Ownership. The Services make use of intellectual property of RECUR360 TECHNOLOGIES including, but not limited to, RECUR360 TECHNOLOGIES tools and technologies for infrastructure configuration, system virtualization, and customer service. You understand and agree that all right, title and interest RECUR360 TECHNOLOGIES has in the Services, and all intellectual property rights therein, shall remain the sole property of RECUR360 TECHNOLOGIES and that, other than as set forth below in Section 7(B), you have no right, title or interest therein. You agree to receive written authorization from RECUR360 TECHNOLOGIES before performing any security analysis of the Services or any component thereof. You agree that you do not have the right to create any derivative works of the Services hereunder, and hereby assign any such derivative works you create to RECUR360 TECHNOLOGIES.
- (b) License Grant. Subject to your compliance with the terms of this Agreement, RECUR360 TECHNOLOGIES hereby grants you a limited, non-exclusive, non-sublicensable, non-transferable, revocable license to use those Services, which are active on your Account, during the Billing Period in the United States solely for your internal business purposes.

10. PRIVACY AND CONFIDENTIALITY

- (a) RECUR360 TECHNOLOGIES makes every reasonable effort to maintain customer privacy and confidentiality in compliance with state, federal, and industry compliance standards with respect to Hosted Data, Customer contact information and Customer support information. Under various federal, state or municipality compliance regulations, RECUR360 TECHNOLOGIES may be considered either a Processor or Sub-processor of personal data. These efforts include, but are not limited to, RDP encryption, username-based authentication, access control lists, user rights restriction, and other technical and administrative controls. RECUR360 TECHNOLOGIES offers Multifactor Authentication ("MFA") to all Customers of its Services. It is your responsibility to exercise due diligence to ensure your use of the MFA feature, and RECUR360 TECHNOLOGIES have no liability for any harm or damages caused by your failure to use the MFA feature. You may at your discretion encrypt or password-protect your Hosted Data. RECUR360 TECHNOLOGIES will provide access to your Hosted Data only to those clients you authorize (by first name, last name, and email address) and to RECUR360 TECHNOLOGIES' and its Affiliates' personnel who need to have access to the Hosted Data to provide the Services. RECUR360 TECHNOLOGIES will not disclose Hosted Data or Customer information to any other Person except as required by court order. You are the exclusive owner of your Hosted Data and no rights to said Hosted Data are transferred to RECUR360 TECHNOLOGIES unless so agreed separately. You are solely responsible for verifying the integrity of Account and your Hosted Data at least every ninety (90) days, including verifying that any Hosted Data that is the subject of a verified client request for correction or deletion is timely corrected or deleted. If you purchase any third-party service offerings through RECUR360 TECHNOLOGIES' Affiliates, or third-party service providers, you authorize RECUR360 TECHNOLOGIES to share your first name, last name and email address with such parties to the extent necessary for them to provide their offerings to you. Please also review our Privacy Policy



posted on www.recur360.com. You are solely responsible for ensuring that your login information is utilized only by you. Your responsibility includes ensuring the secrecy and strength of your passwords. RECUR360 TECHNOLOGIES shall have no liability resulting from the unauthorized use of your login information, except as a direct result of RECUR360 TECHNOLOGIES' gross negligence or willful misconduct. RECUR360 TECHNOLOGIES is not responsible for detecting lost, stolen, or unauthorized access to your Hosted Data. If your login information is lost, stolen, or used by unauthorized parties or if you believe that your Hosted Data has been accessed by unauthorized parties, it is your responsibility to immediately notify RECUR360 TECHNOLOGIES to request that the account login information be reset. You are solely responsible for complying with all applicable laws and regulations with respect to notification and other requirements related to any such unauthorized access to your Hosted Data. After RECUR360 TECHNOLOGIES receives and validates your request to reset account login information, RECUR360 TECHNOLOGIES will use its reasonable efforts to take the requested action.

11. TERM AND TERMINATION

- (a) Agreement Term. The term of this Agreement shall run coterminous with the Billing Period (the "Term").
- (b) RECUR360 TECHNOLOGIES Termination Right. RECUR360 TECHNOLOGIES may terminate this Agreement or any Service (i) on thirty (30) days' written notice to you with or without cause, (ii) on written notice to you in the event that RECUR360 TECHNOLOGIES elects, in its sole discretion, to cease doing business in the United States and/or Canada, (iii) on written notice to you in the event that RECUR360 TECHNOLOGIES loses access to any license necessary to provide a Service, or (iv) with or without notice for cause, if (a) any payment for the Services is more than fifteen (15) days overdue, or (b) you or your Subscribers commit any material breach of any term of this Agreement, including without limitation any failure to timely pay fees.
- (c) Customer Termination Right. The Account Owner may terminate its applicable Account by emailing RECUR360 TECHNOLOGIES at support@recur360.com.
- (d) Suspension.
 - A. Suspension on Breach. In addition to any of its other rights and remedies in law or in equity, in the event of you or your Subscribers' breach of any term of this Agreement, including without limitation, any failure to timely pay fees, RECUR360 TECHNOLOGIES may with or without notice Suspend your Account in its sole and absolute discretion, including without limitation as necessary to protect itself or its customers.
 - B. Continued Payments. Service Fees will continue to accrue on suspended Accounts and you continue to remain responsible for the payment of any such charges during the period of Suspension.
 - C. Account Reactivation. Suspended Accounts may be reactivated subject to a \$50.00 reactivation fee in addition to payment of all outstanding balances which shall be paid by Customer prior to reactivation of the Account. In addition, Account reactivation can require several business days. All past due and unpaid balances are subject to collection through third party collection agencies. In the event of such collection action, Customer shall be liable for costs of collection including but not limited to attorney's fees, court costs, and collection agency fees.
- (e) Termination.
 - A. Data Retention. RECUR360 TECHNOLOGIES will retain Hosted Data for at least fourteen (14) days following the effective date of termination. RECUR360 TECHNOLOGIES has no obligation to retain Hosted Data after such period and shall retain such Hosted Data only in its sole discretion or as required by applicable laws or regulations. Restoration of terminated Hosted Data may be provided subject to a terminated data restore fee of not less than \$150.00.



- B. License Termination. Upon termination of this Agreement, all licenses and rights granted to you hereunder immediately terminate and you shall and shall cause your Subscribers to cease all use of the Services, except that you may continue to access your Account to view your account details and purchased Services.

12. RIGHTS UPON ISSUANCE OF CIVIL OR CRIMINAL PROCESS

- (a) If RECUR360 TECHNOLOGIES is served with civil or criminal process relating to an Account or the Hosted Data on the RECUR360 TECHNOLOGIES servers relating to such Account, RECUR360 TECHNOLOGIES shall have the right to take whatever action it deems reasonably necessary to comply with such civil or criminal process, including, without limitation, suspending access to the Hosted Data. In the event that RECUR360 TECHNOLOGIES incurs attorneys' fees and costs in connection with any such civil or criminal process, you will be responsible for reimbursing RECUR360 TECHNOLOGIES for all attorneys' fees and costs.

13. WARRANTIES; LIMITATION OF LIABILITY

- (a) RECUR360 TECHNOLOGIES makes every reasonable effort to maintain operation of the Services. Notwithstanding the foregoing, because many events and circumstances are beyond the control of RECUR360 TECHNOLOGIES, RECUR360 TECHNOLOGIES does not in any way warrant or otherwise guarantee the availability of the RECUR360 TECHNOLOGIES system, servers or Services and is not responsible for any delay or loss of data, lack of connection, slow connection, or any other such issues whether or not due to the negligence of RECUR360 TECHNOLOGIES. RECUR360 TECHNOLOGIES may, at its sole discretion, limit or deny access to its cloud infrastructure, if, in the judgment of RECUR360 TECHNOLOGIES, such limitations or denials of access are required to assure the security of the network, the integrity of the network structure, or to prevent damage to the network, the software or the data stored on the RECUR360 TECHNOLOGIES servers. ALL SERVICES ARE PROVIDED TO YOU ON AN "AS IS" BASIS, AND WITHOUT ANY WARRANTY OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR TITLE OR NON-INFRINGEMENT. Information obtained by you from the internet may be inaccurate, offensive or in some cases even illegal. With the exception of the content found on RECUR360 TECHNOLOGIES websites, RECUR360 TECHNOLOGIES has no control over information contained on the internet. RECUR360 TECHNOLOGIES, therefore, accepts no responsibility or liability for any information which you may receive from the internet. You accept full responsibility to verify the truth, accuracy, legality and ownership of the information that you obtain from the internet as well as the reputation of the individuals with whom you may deal. RECUR360 TECHNOLOGIES PROVIDES NO WARRANTY FOR ANY GOODS OR SERVICES WHICH YOU OBTAIN OVER THE INTERNET, NOR THE COMPATIBILITY OF ANY SUCH SERVICES WITH THE RECUR360 TECHNOLOGIES SYSTEM. YOU SPECIFICALLY HEREBY WAIVE ANY CLAIM FOR DAMAGES OF ANY KIND THAT YOU MAY HAVE AGAINST RECUR360 TECHNOLOGIES OR ITS AFFILIATES IN CONNECTION WITH YOUR USE OF THE SERVICES, WHETHER SUCH DAMAGES ARE DIRECT, INDIRECT, SPECIAL, EXEMPLARY, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL, INCLUDING LOSS OF PROFITS OR LOSS OF BUSINESS. NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY, THE TOTAL SOLE AND EXCLUSIVE REMEDY AVAILABLE TO YOU BY ANY ACTS OR OMISSIONS OF RECUR360 TECHNOLOGIES OR ITS AFFILIATES RELATING TO OR IN CONNECTION WITH THIS AGREEMENT SHALL BE A SERVICE CREDIT EQUAL TO THE FEE PAID BY YOU TO RECUR360 TECHNOLOGIES AS PRO-RATED FOR THE PERIOD CORRESPONDING TO ANY TIME THE RESPECT SERVICE AT ISSUE WAS NOT AVAILABLE.

14. INDEMNITY

- (a) You agree to fully defend (with counsel acceptable to RECUR360 TECHNOLOGIES), indemnify and hold harmless RECUR360 TECHNOLOGIES, its Affiliates, and their officers, directors, agents,



resellers, and employees, in their official and personal capacities, of and from any and all third party claims, causes of action, demands, costs, damages including both direct and consequential damages, specifically including reasonable attorneys' fees and costs, expert fees and costs and mediation and/or arbitration fees and costs incurred (whether paid or not) as the result of, in connection with or relating to any actual or alleged (i) breach of this Agreement by you or your Subscribers, (ii) your or your Subscriber's negligence, willful misconduct or illegal acts, (iii) any violation or misappropriation of any Person's intellectual property or other proprietary rights based on your use of the Services, other than in strict accordance with this Agreement, (iv) your failure to maintain the confidentiality of your Hosted Data or Account information, and (v) introduction of malicious content such as malware, Trojan horses, or viruses in the RECUR360 TECHNOLOGIES Services. You agree that you will keep confidential all Account information provided to you by or on behalf of RECUR360 TECHNOLOGIES, including usernames and passwords, and you assume all responsibility for any loss, theft or other destruction of any such data caused by or attributable to your actions or inactions.

15. FORCE MAJEURE / WITHDRAWAL FROM BUSINESS

(a) Except for payment obligations hereunder, either party to this Agreement shall be excused from any delay or failure in performance hereunder caused by reason of any occurrence or contingency beyond its reasonable control, including but not limited to, acts of God, earthquake, labor disputes and strikes, riots, war, outbreaks, epidemics and pandemics, and governmental shut-downs or other restrictions or requirements. The obligations and rights of the party so excused shall be extended on a day-to-day basis for the period of time equal to that of the underlying cause of the delay.

16. ASSIGNMENT

(a) This Agreement and the rights hereunder are not assignable or transferable without the prior written consent of the other party, except that RECUR360 TECHNOLOGIES may freely assign any or all of its rights hereunder to any Affiliate or successor-in-interest of RECUR360 TECHNOLOGIES. Any other attempted transfer or assignment of rights hereunder shall be null and void ab initio.

17. SEVERABILITY

(a) If any term, clause or provision hereof is held invalid or unenforceable by a court of competent jurisdiction, such invalidity shall not affect the validity or operation of any other term, clause or provision and such invalid term, clause or provision shall be deemed to be severed from the Agreement.

18. CHOICE OF LAW

(a) This Agreement shall be interpreted under the laws of the State of Arizona, without regard to any conflict of laws provisions, without regard to its conflict of law rules which refer to or apply the law of another jurisdiction. Subject to the provisions of Section 17, the parties agree that any disputes arising out of or relating under this Agreement shall be commenced in the state or federal courts in the State of Arizona, and both parties consent to jurisdiction and venue in such courts.

19. DISPUTE RESOLUTION

(a) Any claim, dispute or controversy with respect to, in connection with or arising out of this Agreement shall be subject to and decided by arbitration in the City of Phoenix, State of Arizona, by a panel of three arbitrators. Each Party shall designate one disinterested arbitrator and the two arbitrators so designated shall select a third arbitrator. The persons selected as arbitrators need not be professional arbitrators and persons such as lawyers, accountants, brokers and bankers shall be acceptable, but each shall have substantial experience with respect to information technology and development. The arbitration proceeding shall be conducted in accordance with



the commercial arbitration rules of the American Arbitration Association then and there pertaining. Any party may initiate arbitration proceedings hereunder by providing written notice ("Demand for Arbitration") to the other party to such claim, dispute or controversy. A Demand for Arbitration shall be made within a reasonable time after the claim, dispute or controversy has arisen; provided, however, that no Demand for Arbitration may be made after the date when institution of such claim, dispute or controversy would be barred by the applicable statutes of limitations. Arbitration proceedings shall be commenced within thirty (30) days of such notice or as soon thereafter as practicable, and the arbitrators shall be required to render a written determination within thirty (30) days after the commencement of such arbitration proceedings. The written award of a majority of the arbitrators shall be final and binding upon the parties and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof, including the federal district courts located in the City of Phoenix, State of Arizona. All costs of any such arbitration shall be borne equally by the parties. This Section shall not be construed to prohibit either party from seeking preliminary or permanent injunctive relief in the state or federal courts in the State of Arizona in accordance with the provisions of Section 16. Notwithstanding the foregoing, the arbitrator hearing the dispute to which the injunction pertains will have the power to modify or dissolve any such injunction, or to order additional injunctive relief, in connection with the final arbitration award. The parties, their representatives, other participants, and the mediator and arbitrator shall hold the existence, content, and result of any mediation and arbitration in confidence except to the extent necessary to enforce a final settlement agreement or to obtain and secure enforcement of or a judgment on an arbitration decision and award.

20. TRADEMARKS AND COPYRIGHT

- (a) "RECUR360 TECHNOLOGIES", "RECUR360", "IMPLEMENT INVENTORY". You may not copy or use in any way any content without RECUR360 TECHNOLOGIES written permission except as permitted under applicable law.

21. ACKNOWLEDGEMENTS

- (a) If you provide any third parties with information, including but not limited to web content, printed advertising, and electronic advertising, that directly links or refers to RECUR360 TECHNOLOGIES Services, said information must identify those services as "Powered by RECUR360 TECHNOLOGIES" and, if on a web page, such identification must also link to www.recur360.com. If you use RECUR360 TECHNOLOGIES as a sub-vendor to provide services to your customers, your user agreements must include the following text, with appropriate substitutions for the italicized text:
- (b) Your Customer understands and agrees that: a) Your Legal Entity may use sub-vendors to deliver its services, b) sub-vendors are not a party to Your Agreement, c) Your Legal Entity is not affiliated with or endorsed by its sub-vendors unless otherwise stated herein, d) Your Customer disclaims any liability by all sub-vendors related to services purchased through Your Legal Entity, and e) Your Legal Entity is solely responsible for the provision all services on Your Website.
- (c) Notwithstanding the above, all users of the Services are a party to this Agreement and agree to the above with respect to any intermediary if using RECUR360 TECHNOLOGIES through such. In addition, RECUR360 TECHNOLOGIES retains the right to terminate any rights to use "Powered by RECUR360 TECHNOLOGIES" under this Section 19 at any time, and upon such notice of termination shall immediately cease all such use.

22. NO AGENCY

- (a) Nothing contained herein shall be interpreted as creating an agency, partnership or joint venture between RECUR360 TECHNOLOGIES and you.

23. AMENDMENT



- (a) RECUR360 TECHNOLOGIES may without advance notice amend this Agreement from time to time and will do so by posting the new Agreement on the RECUR360 TECHNOLOGIES website in place of the old. Each and every such amendment shall become effective immediately for users of RECUR360 TECHNOLOGIES Services including but not limited to all pre-existing and future accounts. It is your responsibility to periodically check the RECUR360 TECHNOLOGIES website for updates of this Agreement.

24. MISCELLANEOUS

- (a) Our failure to insist upon or enforce strict performance of any provision of this Agreement shall not be construed as a waiver of any provision or right. All provisions of this Agreement that by their nature are intended to survive any termination or expiration of this Agreement shall so survive, including, without limitation, Sections 3, 4, 5, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, and 22. If any part of this Agreement is determined to be invalid or unenforceable pursuant to applicable law, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of the Agreement shall continue in effect. Any rights not otherwise expressly granted by this Agreement are reserved by RECUR360 TECHNOLOGIES.