

# TERMS AND CONDITIONS

Effective Date: March 01, 2021

These Terms and Conditions (“**Terms**”) form a legal agreement between you (either an individual or a single entity) (“**You**” or “**Customer**”) and **EnTech Solutions, a Division of Faith Technologies, Inc.**, (“**EnTech**”).

**BY CLICKING ON “ACCEPT,” ACCESSING, OR USING THE PLATFORM IN ANY MANNER, CUSTOMER ACCEPTS AND AGREES TO BE BOUND BY THESE TERMS. IF YOU ARE ACCEPTING THESE TERMS ON BEHALF OF CUSTOMER, YOU REPRESENT AND WARRANT THAT YOU HAVE THE RIGHT, POWER, AND AUTHORITY TO ENTER INTO THESE TERMS ON BEHALF OF CUSTOMER AND BIND CUSTOMER TO ITS TERMS. IF CUSTOMER DOES NOT AGREE TO THE TERMS, YOU MUST NOT ACCESS OR OTHERWISE USE THE PLATFORM. FROM TIME TO TIME WE MAY UPDATE THIS PLATFORM AND THESE TERMS. YOUR USE OF THIS PLATFORM AFTER WE POST ANY CHANGES TO THESE TERMS CONSTITUTES CUSTOMER’S AGREEMENT TO THOSE REVISED TERMS.**

## 1. Definitions

- 1.1. “**Authorized Users**” means Customer’s employees and contractors who are authorized by Customer to use the Platform.
- 1.2. “**Platform**” means any EnTech website, software solution, and/or online service provided by EnTech in which EnTech makes available the EnTech Content. The Platform includes the EnTech Content.
- 1.3. “**EnTech Content**” means the information, data, content and materials provided by EnTech through the Platform. EnTech Content includes: (a) information, data, content and materials created or developed by or on behalf of EnTech; and (b) information, data, content and materials licensed or obtained by EnTech from a third party.
- 1.4. “**Sensitive Information**” means credit or debit card numbers; financial account numbers or wire instructions; government issued identification numbers (such as driver’s licenses, Social Security numbers, passport numbers), biometric information, personal health information (or other information protected under any applicable health data protection laws), personal information of children protected under any child data protection laws; racial or ethnic origin; and/or security or access codes or passwords.

## 2. The Platforms

- 2.1. **License Grant.** EnTech grants Customer a revocable, limited, non-exclusive, non-transferable, non-sublicensable right to have its Authorized Users: (a) access the features and functions of the Platform solely for Customer’s internal business purposes; and (b) view, download, and use the EnTech Content made available to Customer through the Platform solely for such Authorized User’s individual use for Customer’s internal business purposes.
- 2.2. **Ownership.** Customer acknowledges that the Platform is provided under license, and not sold, to Customer. Customer does not acquire any ownership interest in the Platform under these Terms, or any other rights to the Platform other than to use the Platform in accordance with the Terms, subject to all terms, conditions, and restrictions. EnTech reserves and shall retain its entire right, title, and interest in and to the Platform and all intellectual property rights arising out of or relating to the Platform and all enhancements, modifications, and updates thereto. Customer shall safeguard the Platform (including all copies thereof) from infringement, misappropriation, theft, misuse, or unauthorized access.
- 2.3. **Feedback.** Customer may submit suggestions, comments or other feedback (collectively, “Feedback”) to EnTech with respect to the Platform. Customer hereby grants EnTech a world-wide, non-exclusive, perpetual and irrevocable license to use and exploit such Feedback for any purpose, including incorporating such

Feedback within its products and services, without providing payment or any other consideration to Customer. EnTech has no confidentiality or other obligations with respect to Customer's Feedback.

**2.4. *Third-Party Sites.*** The Platform may hyperlink to sites not maintained by or related to EnTech. Hyperlinks are provided as a service and are not sponsored by or affiliated with EnTech, and EnTech makes no representations or warranties about the content, completeness, or accuracy of those third-party sites. Information you submit at a third-party site accessible from this Platform is subject to the terms of that site's privacy policy, and EnTech has no control over how your information is collected, used, or otherwise handled.

**3. Customer Restrictions.** Customer may use the Platform only as expressly permitted in these Terms.

**3.1. *Limitations on Copying and Distribution.*** Customer may not copy or distribute the Platform except to the extent that copying is necessary to use the Platform for purposes set forth herein.

**3.2. *Limitations on Reverse Engineering and Modification.*** Customer may not reverse engineer, decompile, disassemble, modify or create works derivative of the Platform, or use EnTech's intellectual property or any EnTech Content to develop a service similar to the Platform.

**3.3. *Sublicense, Rental and Third-Party Use.*** Customer may not assign, sublicense, rent, timeshare, loan, lease or otherwise transfer the Platform, or directly or indirectly permit any third party to use or copy the Platform.

**3.4. *Proprietary Notices.*** Customer may not remove or destroy any proprietary notices (e.g., copyright and trademark notices) from the Platform.

**3.5. *Use in Accordance with Documentation.*** All use of the Platform shall be in accordance with any then-current documentation.

**3.6. *Use of Platform not Transferable.*** The right to use the Platform is personal to each Authorized User and is not transferable by such user by assignment, sublicense, or any other method to any other person or entity. Any attempt by an Authorized User to transfer such user's rights shall be void and shall constitute a breach of these Terms.

**3.7. *No Sensitive Information.*** Customer may not use the Platform to collect, manage, or process Sensitive Information. EnTech specifically disclaims any liability that may result from Customer's use of the Platform to collect, process, or manage Sensitive Information.

**3.8. *No Service Bureau.*** Customer may not use the Platform in the context of a service bureau for the benefit of third parties.

**4. Platform Access, Security and Restrictions.** The Platform may contain technological copy protection or other security features designed to prevent unauthorized use of the Platform, including features to protect against use of the Platform as prohibited under Section 3. Customer shall not attempt to, remove, disable, circumvent, or otherwise create or implement any workaround to, any such copy protection or security features. Without limiting the foregoing, Customer is prohibited from violating or attempting to violate the security of the Platform, including, without limitation: (a) accessing data not intended for such user or logging onto a server or an account which the user is not authorized to access; (b) attempting to probe, scan or test the vulnerability of a system or network or to breach security or authentication measures without proper authorization; or (c) accessing or using the Platform or any portion thereof without authorization, in violation of these Terms or in violation of applicable law. Customer may not use any scraper, crawler, spider, robot or other automated means of any kind to access or copy data on the Platform, deep-link to any feature or content on the Platform, bypass robot exclusion headers or other measures we may use to prevent or restrict access to the Platform. EnTech may suspend any Authorized User's access to any or all Platform without notice for use of the Platform in a way that violates applicable local, state, federal, or foreign laws or regulations, these Terms, or any applicable master customer agreement (the "**Agreement**").

**5. Collection and Use of Information.** EnTech may, directly or indirectly through the services of others, collect and store information regarding use of the Platform and about equipment on which the Platform is installed or through

which it otherwise is accessed and used, by means of security measures included in the Platform as described in Section 4. Customer grants EnTech a non-exclusive, world-wide, perpetual, royalty-free license to use the data and other information collected or input by Customer into the Platform (collectively, “**Customer Data**”) for purposes of performing these Terms. Without limiting the foregoing, EnTech may also use Customer Data for: (a) improving the performance of the Platform or developing updates; and (b) verifying compliance with the Terms and enforcing EnTech’s rights, including all intellectual property rights in and to the Platform. EnTech may also use Customer Data in an aggregate, de-identified manner for any other EnTech business purpose, provided it does not directly identify Customer. Please also consult our Privacy Policy for a description of our privacy practices and policies. Our Privacy Policy is a part of these Terms and You agree to our use and sharing of the information we collect as described in our Privacy Policy.

6. **Compliance with Law.** Customer shall be solely responsible for ensuring that Customer and each Authorized User’s use of the Platform is in compliance with all applicable foreign, federal, state and local laws, and rules and regulations.
7. **Indemnification.** Customer shall indemnify, defend, and hold harmless EnTech and its respective representatives, successors and permitted assigns from and against any and all claims made by any third party and all related damages arising out of or related to: (a) the negligence, gross negligence or willful misconduct of Customer or its representatives, to the extent responsible, in the performance of Customer’s obligations under these Terms; (b) Customer’s violations of laws or infringement of intellectual property rights; and/or (c) Customer’s breach of any representations and warranties.
8. **Limitation of Liability.** ENTECH IS NOT RESPONSIBLE NOR LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, PUNITIVE, OR OTHER DAMAGES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, THOSE RESULTING FROM LOST PROFITS, LOST DATA, OR BUSINESS INTERRUPTION) ARISING OUT OF OR RELATING IN ANY WAY TO THE PLATFORM, PLATFORM-RELATED SERVICES, ENTECH CONTENT OR INFORMATION CONTAINED WITHIN THE PLATFORM, AND/OR ANY LINKED WEBSITE, WHETHER BASED ON WARRANTY, CONTRACT, TORT, OR ANY OTHER LEGAL THEORY AND WHETHER OR NOT ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. CUSTOMER’S SOLE REMEDY FOR DISSATISFACTION WITH THE PLATFORM, PLATFORM-RELATED SERVICES, ENTECH CONTENT, AND/OR LINKED WEBSITES IS TO STOP USING THE PLATFORM AND/OR THOSE SERVICES.
9. **Disclaimer of Warranty.** THIS PLATFORM, INCLUDING ANY ENTECH CONTENT OR INFORMATION CONTAINED WITHIN IT OR ANY PLATFORM-RELATED SERVICE, IS PROVIDED “AS IS,” WITH ALL FAULTS, WITH NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUALITY OF INFORMATION, QUIET ENJOYMENT, AND TITLE/NON-INFRINGEMENT. ENTECH DOES NOT WARRANT THE ACCURACY, COMPLETENESS OR TIMELINESS OF THE INFORMATION OBTAINED THROUGH THE PLATFORM.
10. **Miscellaneous Provisions.**
  - 10.1. **Export Regulation.** The Platform may be subject to US export control laws, including the US Export Administration Act and its associated regulations. Customer shall not, directly or indirectly, export, re-export, or release the Platform to, or make the Platform accessible from, any jurisdiction or country to which export, re-export, or release is prohibited by law, rule, or regulation. Customer shall comply with all applicable federal laws, regulations, and rules, and complete all required undertakings (including obtaining any necessary

export license or other governmental approval), prior to exporting, re-exporting, releasing, or otherwise making the Platform available outside the US.

- 10.2. Force Majeure.** EnTech will not be liable for any failure or delay in performance under these Terms which is due to any event beyond its reasonable control, including without limitation, fire, explosion, pandemic, unavailability of utilities or raw materials, unavailability of components, war, riot, act of God, export control regulation, laws, judgements or government instructions.
- 10.3. Entire Agreement; Modifications.** These Terms constitutes the entire understanding between the parties related to these Terms, which understanding supersedes and merges all prior understandings and all other proposals, letters, agreements, oral or written. In the event of any conflict between the body of these Terms and the body of the Agreement, the Agreement shall control, unless signed in writing by the parties. These Terms may not be modified, amended or altered in any manner except by a written agreement signed by both parties, and any attempt at oral modification shall be void and of no effect. Nothing in these Terms, express or implied, is intended to or will confer upon any third-party person or entity any right, benefit or remedy of any nature whatsoever under or by reason of these Terms.
- 10.4. Assignment.** Customer may not assign its rights or delegate its duties under these Terms either in whole or in part without the prior written consent of EnTech. Any attempted assignment or delegation without such consent will be void and EnTech may immediately terminate these Terms for cause. EnTech may assign these Terms without Customer's consent to any affiliate or in the event of a merger, acquisition, or sale of all or substantially all of its assets. Except as provided above, these Terms shall apply to, inure to the benefit of, and be binding upon the parties hereto and their successors and assigns.
- 10.5. Governing Law; Severability.** These Terms are governed by and construed in accordance with the internal laws of the State of Wisconsin without giving effect to any choice or conflict of law provision or rule (whether of the State of Wisconsin or any other jurisdiction) that would cause the application of Laws of any jurisdiction other than those of the State of Wisconsin. In the event any provision of these Terms is held by a tribunal of competent jurisdiction to be contrary to law, the remaining provisions of these Terms will remain in full force and effect.

