

TERMS OF SERVICE

ATTENTION: The following terms and conditions (“Terms of Service”) will be legally binding on the customer upon execution of the Subscription Services Agreement. Customers should carefully read the following Terms of Service before executing the Agreement.

Section Headings and Numbers

Certain sections may have been renamed and/or renumbered in this document for convenience only. Such renaming and/or renumbering shall not affect the validity, construction, or interpretation of the agreement. References in the subscription services agreement to any section names or numbers under this document shall be deemed to be a reference to the identified or corresponding provisions in this document to accomplish the reasonable intent and objectives of such provisions to the greatest extent possible under applicable law.

1. Definitions

“Affiliates” means any entity that directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with a party to this agreement, by way of majority voting stock ownership or the ability to otherwise direct or cause the direction of the management and policies of such party, for so long as such control exists.

“Confidential information” means, except as set forth below:

(a) customer data;
(b) the terms of this agreement; and
(c) any commercial, financial, marketing, business, technical, or other data, security measures and procedures, know-how, or other information disclosed by or on behalf of the disclosing party to the receiving party for purposes arising out of or in connection with this agreement that:

- In the case of information in tangible form, is marked “confidential” or “proprietary”;
- In the case of information disclosed orally, visually, or in any other intangible form, is designated confidential or proprietary at the time of disclosure and, if disclosed orally, is summarized in reasonable detail in a writing delivered to the receiving party within ten (10) days following disclosure;
- Under the circumstances, a person exercising reasonable business judgment would understand to be confidential or proprietary; and

- Includes any reproduction of such information in any form or medium, or any part of such information.

Notwithstanding the foregoing, the following shall not be considered confidential information:

- (1) Information that was in the public domain at the time of its disclosure or becomes public domain property through no fault of the receiving party;
- (2) Information that was rightfully in the receiving party's possession without restriction prior to disclosure;
- (3) Information that was rightfully disclosed to the receiving party by a third party without restriction;
- (4) Information that was independently developed by employees and/or contractors of the receiving party who did not have access to and without use of or reference to the disclosing party's confidential information; and
- (5) Aggregate data collected or generated by Loop ERP Solutions ("Loop ERP") or on behalf of Loop ERP regarding Loop ERP's products and services (for purposes of providing or improving Loop ERP products and services, benchmarking system performance, preparing statistics and system metrics, marketing, and other purposes) that does not contain any personal information or other customer-specific information.

- **"Customer Data"** means all electronic data or information submitted to and stored in the Service by Users.
- **"Electronic Communications"** means any transfer of signs, signals, text, images, sounds, data, or intelligence of any nature transmitted in whole or part electronically, received and/or transmitted through the Service.
- **"Subscription Order Form"** means a Loop ERP estimate, renewal notification, or order form in the name of and executed by the Customer or its Affiliate and accepted by Loop ERP, which specifies the Service and any Support Services and/or Professional Services to be provided by Loop ERP subject to the terms of this Agreement.
- **"Help Documentation"** means any online English-language help center documentation describing Service features, including NetSuite User Guides, which may be updated from time to time.
- **"Professional Services"** means the general consulting, implementation, support, and/or training services to be provided to the Customer pursuant to (i) the NetSuite and SolarSuccess Implementation Statement of Work.
- **"Service"** means, collectively, the Loop ERP software application online business NetSuite SuiteApp (the "Loop ERP service") as described in applicable documentation and product descriptions, that is procured by the customer from Loop ERP in the subscription order form and any subsequent subscription order form from time to time, including associated offline components, but excluding third-party applications, support

services, and professional services.

- **“Third-party applications”** means applications, integrations, services, or implementation, customization, and other consulting services related thereto, provided by a party other than Loop ERP, as further described in section 2.4 (“third-party applications”), that interoperate with the service, including but not limited to those listed on SuiteApp.com.
- **“Users”** means individuals who are authorized by the customer or its affiliate to use the service pursuant to this agreement or as otherwise defined, restricted, or limited in a subscription order form or amendment to this agreement, for whom subscriptions to a service have been procured. Users include but are not limited to the customer’s and the customer’s affiliates’ employees, consultants, contractors, and agents.
- **“User guides”** means the online English-language user guides for the NetSuite service, accessible via login at <http://www.netsuite.com> (under “Help”), as updated from time to time.
- **“URL terms”** means the terms with which the customer must comply, located at www.looperp.ai/termservice/, and hereby incorporated by reference.

2. Terms of Service

The customer acknowledges and agrees to the following terms of service, which, together with the terms of the subscription services agreement entered into between the customer and Loop ERP, shall govern the customer’s access and use of the service (collectively, the “agreement”). Capitalized terms not otherwise defined in these terms of service shall have the meaning given to them in the agreement.

2.1. Accuracy of Customer’s Contact Information

Customer shall provide accurate, current, and complete information on customer’s legal business name, address, email address, and phone number, and shall maintain and promptly update this information if it should change.

2.2. Users: Passwords, Access, and Notification

The customer shall authorize access to and assign unique passwords and usernames to the number of users procured by the customer in the subscription order form. User logins are for designated users and cannot be shared or used by more than one user. However, any user login may be permanently reassigned to another user as needed. The customer is responsible for the confidentiality and use of users’ passwords and usernames, and for all electronic communications, including those containing business information, account registration, account

holder information, financial information, customer data, and all other data entered electronically through the service or under the customer's account.

Loop ERP will treat any electronic communications received under the customer's passwords, username, and/or account number as if sent by the customer. The customer shall use commercially reasonable efforts to prevent unauthorized access to or use of the service and shall promptly notify Loop ERP of any unauthorized access or use of the service, including any loss, theft, or unauthorized use of any user's password, username, and/or service account numbers.

2.3. General Restrictions

(a) General. The customer is responsible for all activities conducted under user logins and for users' compliance with this agreement. The customer must not use, and must ensure that affiliates do not use, the service to provide a service bureau or outsourced service, and may not rent, resell, sublicense, or permit the concurrent use of a single user login, or time-share the service. The customer shall not, and shall not permit any affiliate, user, or third party to:

- Copy, translate, create derivative works of, reverse engineer, reverse assemble, disassemble, or decompile the service or any part thereof or otherwise attempt to discover any source code or modify the service in any manner or form, unless expressly allowed in the help documentation.
- Access or use the service to circumvent or exceed service account limitations or requirements.
- Use the service for the purpose of building a similar or competitive product or service.
- Obtain unauthorized access to the service (including, without limitation, permitting access via another system or tool, the primary effect of which is to enable input of requests or transactions by other than authorized users).
- Use the service in violation of any third-party rights of privacy or intellectual property.
- Issue or participate in any press release or public statement related to this agreement or the service without prior written consent of Loop ERP.
- Publish, post, upload, or transmit customer data that contains any viruses, Trojan horses, worms, time bombs, corrupted files, or other computer programming routines intended to damage, detrimentally interfere with, surreptitiously intercept, or expropriate any systems, data, personal information, or property of another.
- Use or permit the use of any tools to probe, scan, or attempt to penetrate or benchmark the service.

Customers shall comply with all applicable local, state, federal, and foreign laws, treaties, regulations, and conventions in connection with this agreement, including, without limitation, those related to privacy, electronic communications, and antispam legislation. The customer is responsible for ensuring that its use of the service to store or process credit card data complies with applicable payment card industry data security standards ("PCI DSS") requirements and shall not store credit card or social security data in the service except in the designated encrypted fields for such data.

Customers shall comply with export laws and regulations of the United States and other applicable jurisdictions in using the service and obtain any required permits, licenses, and authorizations for such compliance. Without limiting the foregoing:

- (i) The customer represents that it is not named on any U.S. government list of persons or entities prohibited from receiving exports;
- (ii) The customer shall not permit users to access or use the service in violation of any U.S. export embargo, prohibition, or restriction; and
- (iii) Customers shall comply with all applicable laws regarding the transmission of technical data exported from the United States and the country in which its users are located.

Customers will not send any electronic communication from the service that is unlawful, harassing, libelous, defamatory, or threatening. The customer may not, and may not cause or permit others to:

- Use the service to harass any person, cause damage or injury to any person or property, publish any material that is false, defamatory, harassing, or obscene, violate privacy rights, promote bigotry, racism, hatred, or harm, send unsolicited bulk email, junk mail, spam, or chain letters, infringe property rights, or otherwise violate applicable laws, ordinances, or regulations.
- Perform or disclose any benchmarking, availability, or performance testing of the service; or
- Perform or disclose network discovery, port and service identification, vulnerability scanning, password cracking, remote access, or penetration testing of the service (the "acceptable use policy").

In addition to other rights that Loop ERP has in this agreement and the subscription order form, Loop ERP has the right to take remedial action if the acceptable use policy is violated, including removing or disabling access to material that violates the policy.

Except as permitted by this agreement, no part of the service may be copied, reproduced, distributed, republished, displayed, posted, or transmitted in any form or by any means. The

customer agrees not to access the service by any means other than through the interfaces provided by Loop ERP.

Customers shall not engage in “mirroring” or “framing” of any part of the service or create internet links to the service that include log-in information, usernames, passwords, and/or secure cookies. Customers will not in any way express or imply that any opinions contained in the customer’s electronic communications are endorsed by Loop ERP. Customers shall ensure that all access and use of the service by users is in accordance with this agreement. Any action or breach by any user shall be deemed an action or breach by the customer.

2.4. Third-Party Applications

Loop ERP or third-party providers may offer third-party applications. Loop ERP does not warrant any such third-party applications, regardless of whether or not such third-party applications are provided by a third party that is a member of a Loop ERP partner program, or is designated by NetSuite or Oracle as “Built for NetSuite,” “certified,” “approved,” or “recommended.” Any procurement by the customer of such third-party applications or services is solely between the customer and the applicable third-party provider. The customer may not use third-party applications to enter and/or submit transactions to be processed and/or stored in the service, unless the customer has procured the applicable subscription to the service for such use and access.

Loop ERP is not responsible for any aspect of such third-party applications that the customer may procure or connect to through the service, or any interoperation, descriptions, promises, or other information related to the foregoing. If the customer installs or enables third-party applications for use with the service, the customer agrees that Loop ERP may enable such third-party providers to access customer data for the interoperation of such third-party applications with the service, and any exchange of data or other interaction between the customer and a third-party provider is solely between the customer and such third-party provider, pursuant to a separate privacy policy or other terms governing the customer’s access to or use of the third-party applications.

Loop ERP shall not be responsible for any disclosure, modification, or deletion of customer data resulting from any such access by third-party applications or third-party providers. No procurement of such third-party applications is required to use the service. If the customer was referred to Loop ERP by a member of one of Loop ERP’s partner programs, the customer hereby authorizes Loop ERP to provide such member or its successor entity with access to Loop ERP’s business information related to the procurement and use of the service pursuant to this agreement, including but not limited to user names and email addresses, support cases, and billing/payment information.

A high-speed internet connection and an active NetSuite Inc. account are required to use the product. The customer is responsible for procuring and maintaining the network connections that connect the customer network to the product, including, but not limited to, “browser” software that supports protocols used by the company, including Secure Socket Layer (SSL)

protocol or other protocols accepted by the company, and to follow logon procedures for products that support such protocols. The company is not responsible for notifying customers of any upgrades, fixes, or enhancements to any such software. The company is not responsible for any compromise of data transmitted across computer networks or telecommunications facilities (including, but not limited to, the internet) that are not owned or operated by the company.

2.5. Transmission of Data

The customer understands that the technical processing and transmission of the customer's electronic communications is fundamentally necessary to the use of the service. The customer is responsible for securing DSL, cable, or another high-speed internet connection and up-to-date "browser" software in order to utilize the service.

2.6. Support Services and Professional Services

Support services provided by Loop ERP are limited to assistance with the Loop ERP application and its associated features and configurations. This includes troubleshooting errors within the Loop ERP solution, providing usage guidance, and resolving issues directly related to the functionality delivered by Loop ERP. Loop ERP support does **not** include support for native NetSuite functionality or third-party applications unless explicitly covered in a separate agreement. Additionally, support does not cover implementation activities or specialized tasks such as data migration, scripting, custom development, system configuration beyond the scope of Loop ERP, training, or business process consulting. These services fall under Professional Services and are available on a for-fee basis, subject to a separate statement of work.

2.6.1. Standard Support Services

As part of the Subscription, Loop ERP provides all customers with access to **standard support services** at no additional cost. These services include:

- Access to Loop ERP's online help center and documentation
- Community forums and knowledge base articles
- Email-based support for general technical questions or issues during business hours (Monday through Friday, 6 AM – 6 PM PST, excluding holidays)

Standard support is designed to assist with general troubleshooting, usage guidance, and minor configuration questions.

2.6.2. Premium Support Services

Loop ERP also offers optional **premium support services** available for an additional fee (per subscription order form). These services are designed for customers who require enhanced response times, direct access to senior support personnel, or more proactive assistance.

Premium support includes:

- Priority email and phone support
- 4 hour response time

- Quarterly System Health Checks
- Dedicated Support Manager
- Early Access to Roadmap Features

Details of premium support packages, including pricing and availability, are provided upon request or as set forth in a separate support agreement.

2.6.3. Professional Services

In addition to support services, Loop ERP offers a range of **professional services** on a for-fee basis. These services are separate from standard or premium support and include:

- System implementation and onboarding
- Data migration and system configuration
- Custom development and integration services
- User training and enablement programs
- Business process consulting and optimization

Professional services are subject to separate terms and fees and are typically outlined in a Statement of Work (SOW) or professional services agreement.

2.7. Confidentiality

Each party agrees to use the same degree of care that it uses to protect the confidentiality of its own confidential information of like kind (at all times exercising at least a commercially reasonable degree of care in the protection of such confidential information) and not to use or disclose confidential information except to the extent necessary to perform its obligations or exercise rights under this agreement or as directed by the customer. Either party may disclose confidential information on a need-to-know basis to its affiliates, contractors, and service providers who have executed binding written agreements requiring confidentiality and non-use obligations at least as restrictive as those in this section. Additionally, customers must input credit card information and social security numbers only in the fields designated for such data in the service. Either party may disclose confidential information to the extent that such disclosure is required by law or order of a court or other governmental authority or regulation.

2.8. Ownership of Customer Data

As between Loop ERP and the customer, all title and intellectual property rights in and to the customer data are owned exclusively by the customer. The customer acknowledges and agrees that, in connection with the provision of the service, Loop ERP may store and maintain customer data for a period of time consistent with Loop ERP's standard business processes. Following the expiration or termination of the subscription order or a customer account, Loop ERP may deactivate the applicable customer account(s) and delete any data contained therein.

2.9. Loop ERP Intellectual Property Rights

Except as otherwise provided in any applicable implementation statement of work, all rights, title, and interest in and to the service (including, without limitation, all intellectual property rights therein and all modifications, extensions, customizations, scripts, or other derivative works of the service provided or developed by Loop ERP) are owned exclusively by Loop ERP or its licensors. Except as provided in this agreement, the rights granted to the customer do not convey any rights in the service, express or implied, or ownership in the service or any intellectual property rights related thereto.

The customer grants Loop ERP a royalty-free, worldwide, perpetual, irrevocable, and transferable right to use, modify, distribute, and incorporate into the service (without attribution of any kind) any suggestions, enhancement requests, recommendations, proposals, corrections, or other feedback or information provided by the customer or any users related to the operation or functionality of the service.

Any rights in the service or Loop ERP's intellectual property not expressly granted in this agreement are reserved by Loop ERP. The customer agrees not to display or use the Loop ERP marks in any manner without Loop ERP's prior written permission. The trademarks, logos, and service marks of third-party application providers ("marks") are the property of those third parties, and customers are not permitted to use these marks without the prior written consent of such third parties.

2.10. U.S. Government Rights

The service is a "commercial item" as that term is defined at FAR 2.101. If the customer or user is a U.S. federal government (government) executive agency (as defined in FAR 2.101), Loop ERP provides the service, including any related software, technology, technical data, and/or professional services in accordance with the following:

- (a) If acquired by or on behalf of any executive agency (other than an agency within the Department of Defense (DoD)), the government acquires, in accordance with FAR 12.211 (technical data) and FAR 12.212 (computer software), only those rights in technical data and software customarily provided to the public as defined in this agreement; or
- (b) If acquired by or on behalf of any executive agency within the DoD, the government acquires, in accordance with DFARS 227.7202-3 (rights in commercial computer software or commercial computer software documentation), only those rights in technical data and software customarily provided in this agreement.

In addition, DFARS 252.227-7015 (technical data – commercial items) applies to technical data acquired by DoD agencies. Any federal legislative agency or federal judicial agency shall obtain only those rights in technical data and software customarily provided to the public as set forth in this agreement. If any federal executive agency, federal legislative agency, or federal judicial agency has a need for rights not conveyed under the terms described in this section, it must negotiate with Loop ERP to determine if there are acceptable terms for transferring such rights, and a mutually acceptable written addendum specifically conveying such rights must be included in any applicable contract or agreement to be effective. This U.S. government rights section is in lieu of, and supersedes, any other FAR, DFARS, or other clause, provision, or

supplemental regulation that addresses government rights in computer software or technical data under this agreement.

3. Warranties, Disclaimers, Exclusive Remedies

3.1. Mutual Representations

Each party represents that it has validly entered into this agreement and that it has the power and authority to do so. Loop ERP warrants that during the subscription term, it will perform the service using commercially reasonable care and skill in all material respects and that the service will conform to published descriptions. If the service provided to the customer is not performed as warranted, the customer must promptly provide Loop ERP with written notice describing the deficiency in the service (including, as applicable, the service request number notifying Loop ERP of the deficiency).

3.2. Disclaimer of Warranties

Loop ERP does not warrant that the service will be performed error-free or uninterrupted, that Loop ERP will correct all service errors, or that the service will meet the customer's requirements or expectations. Loop ERP is not responsible for any issues related to the performance, operation, or security of the service that arise from customer data or third-party applications or services provided by third parties.

3.3. Exclusive Remedy

For any breach of the warranty in Section 3.1, customer's exclusive remedy and Loop ERP's entire liability shall be the correction of the deficient service that caused the breach of warranty. If Loop ERP cannot substantially correct the deficiency in a commercially reasonable manner, customer may end the deficient Service and Loop ERP will refund to customer the fees for the terminated service that customer pre-paid for the period following the effective date of termination.

3.4. No Other Warranties

To the extent not prohibited by law, these warranties are exclusive, and there are no other express or implied warranties or conditions, including for software, hardware, systems, networks, or environments, or for merchantability, satisfactory quality, or fitness for a particular purpose.

4. Limitations of Liability

To the maximum extent permitted by law, in no event shall either party or its affiliates have any liability to the other party or its affiliates arising out of or in connection with this Agreement for

any lost profits or revenue or for incidental, consequential, punitive, cover, special, reliance, exemplary, or indirect damages of any type or kind, however caused, whether from breach or repudiation of contract, breach of warranty, negligence, or otherwise (and whether or not the party has been advised of the possibility of such damages). Certain states and/or jurisdictions do not allow the exclusion of incidental or consequential damages, in which case such damages shall be subject to the limitations set forth in the following paragraph.

The maximum aggregate liability of either party and its affiliates arising out of or in connection with this Agreement, whether such liability arises from any claim based on breach or repudiation of contract, breach of warranty, negligence, or otherwise, shall not exceed the total subscription fees paid for the Service giving rise to the liability during the twelve (12) month period immediately preceding the event out of which the liability arose. However, in the event of a breach of Section 2.7 of this Agreement, such maximum aggregate liability shall be increased to two (2) times the total subscription fees paid for the applicable Service during the twelve (12) month period immediately preceding the event out of which the liability arose.

Both parties acknowledge that the fees reflect the allocation of risk set forth in this Agreement and that the parties would not enter into this Agreement without these limitations on their liability. The limitations of liability set forth in this section shall not apply to:

- (a) fees due under this Agreement;
- (b) a breach of Section 2.3 of these Terms of Service; or
- (c) either party's defense and indemnity obligations except as set forth in Section 5 ("Indemnification").

Notwithstanding anything to the contrary in this section, neither party shall be liable to the other party to the extent such liability would not have occurred but for the other party's failure to comply with the terms of this Agreement.

5. Indemnification

5.1. Infringement

Subject to the terms and conditions set forth in this section ("Indemnification"), Loop ERP shall, at its own expense, defend customer from and against any and all allegations, threats, claims, suits, and proceedings brought by third parties (collectively, "Claims") alleging that the service, as used in accordance with this agreement, infringes such third party's copyrights or trademarks or misappropriates such third party's trade secrets, and shall indemnify customer from and against liability, damages, and costs finally awarded or entered into in settlement (including, without limitation, reasonable attorneys' fees) (collectively, "Losses") to the extent based upon such a Claim.

Loop ERP will have no liability for Claims or Losses to the extent arising from:

- (a) use of the Service in violation of this Agreement or applicable law;
- (b) use of the Service after Loop ERP notifies Customer to discontinue use because of an

infringement claim;

(c) modifications to the Service not made by Loop ERP or made by Loop ERP based on Customer specifications or requirements;

(d) use of the Service in combination with any non-Loop ERP software, application, or service; or

(e) services offered by Customer or revenue earned by Customer for such services.

If a Claim of infringement is brought or threatened, Loop ERP shall, at its sole option and expense, use commercially reasonable efforts either to:

(a) procure a license that will protect Customer against such Claim without cost to Customer;

(b) modify or replace all or portions of the Service as needed to avoid infringement, such update or replacement having substantially similar or better capabilities; or

(c) if (a) and (b) are not commercially feasible, terminate the Agreement and refund to the Customer a pro-rata refund of the subscription fees paid under the Agreement for the terminated portion of the term.

The rights and remedies granted to customers under this section 5.1 state Loop ERP's entire liability, and customer's exclusive remedy, with respect to any claim of infringement of the intellectual property rights of a third party.

5.2. Customer's Indemnity

Subject to the terms and conditions set forth in this section 5, customer shall, at its own expense, defend Loop ERP from and against any and all Claims:

(i) alleging that the customer data or any trademarks or service marks, or any use thereof, infringes the copyright or trademark or misappropriates the trade secrets of a third party, or violates applicable law; and

shall indemnify Loop ERP from and against liability for any losses to the extent based upon such claims.

5.3. Indemnification Procedures and Survival

In the event of a potential indemnity obligation under this section 5, the indemnified party shall:

(i) promptly notify the indemnifying party in writing of such Claim;

(ii) allow the indemnifying party to have sole control of its defense and settlement; and

(iii) upon request of the indemnifying party, cooperate in all reasonable respects, at the indemnifying party's cost and expense, with the indemnifying party in the investigation, trial, and defense of such Claim and any appeal arising therefrom.

The indemnification obligations under this section 5 are expressly conditioned upon the indemnified party's compliance with this section 5.3, except that failure to notify the indemnifying party of such Claim shall not relieve that party of its obligations under this section 5, but such obligations shall be reduced to the extent of any damages attributable to such failure. The indemnification obligations contained in this section 5 shall survive termination of this Agreement for one year.

6. Suspension and Termination

6.1. Suspension for Delinquent Account

Loop ERP reserves the right to suspend customers and any customer affiliates' access to and/or use of the service and/or support services if any payment is due but unpaid, but only after Loop ERP has provided customer with two (2) delinquency notices, and at least ten (10) days have passed since the transmission of the first notice. Customer agrees that Loop ERP shall not be liable in any way to customer, to any customer affiliate, or to any other third party for any suspension pursuant to this section.

6.2. Suspension for Ongoing Harm

Loop ERP may, with reasonably contemporaneous telephonic notice to the customer, suspend access to the service if Loop ERP reasonably concludes that the customer's service is being used to engage in denial of service attacks, spamming, or illegal activity, and/or use of the customer's service is causing immediate, material, and ongoing harm to Loop ERP or others. In the event Loop ERP suspends access to the service, Loop ERP will use commercially reasonable efforts to limit the suspension to the offending portion of the service and work with the customer to resolve the issues causing the suspension of service. The customer agrees that Loop ERP shall not be liable to the customer or any third party for any suspension of the service under such circumstances as described in this section. Any suspension under this section shall not excuse the customer from the customer's obligation to make payments under this agreement.

6.3. Termination for Cause, Expiration

Either party may immediately terminate this agreement and all subscription order forms issued hereunder if the other party commits a material breach of any provision of this agreement which is not cured within thirty (30) days of written notice from the non-breaching party. Such notice by the complaining party shall expressly state all of the reasons for the claimed breach in sufficient detail so as to provide the alleged breaching party a meaningful opportunity to cure such alleged breach.

6.4. Effect of Termination

Upon termination or expiration of this agreement, the customer shall have no rights to continue use of the service. If this agreement is terminated by the customer for any reason other than a termination expressly permitted by this agreement, then Loop ERP shall be entitled to all of the fees due under this agreement for the entire term. If this agreement is terminated as a result of Loop ERP's breach of this agreement, then the customer shall be entitled to a refund of the pro-rata portion of any subscription fees paid by the customer to Loop ERP under this agreement for the terminated portion of the term.

6.5. Notice

Any legal notice required under this agreement shall be provided to the other party in writing. If the customer has a legal dispute with Loop ERP, or if the customer wishes to provide a notice under the indemnification section of this agreement, or if the customer becomes subject to insolvency or other similar legal proceedings, the customer will promptly send written notice to: Loop ERP Solutions, 1569 Solano Ave., Suite 645, Berkeley, CA 94707, United States. Attention: General Counsel, Legal Department.

7. Modifications; Discontinuation of Service

7.1. Modifications to the Service

Loop ERP may make modifications to the service or particular components of the service from time to time and will use commercially reasonable efforts to notify the customer of any material modifications. Loop ERP reserves the right to discontinue offering the service at the conclusion of the customer's then-current subscription term for such service. Loop ERP shall not be liable to the customer or any third party for any modification of the service as described in this section.

7.2. Modifications to Applicable Terms

If Loop ERP makes a material change to any applicable URL terms, then Loop ERP will notify the customer by either sending an email to the notification email address or posting a notice to the administrator in the customer's account. If the change has a material adverse impact on the customer and the customer does not agree to the change, the customer must notify Loop ERP via legalnotices@looperp.ai within thirty days after receiving notice of the change. If the customer notifies Loop ERP as required, then the customer will remain governed by the URL terms in effect immediately prior to the change until the end of the then-current subscription term for the affected service(s). If the affected service(s) is renewed, it will be renewed under Loop ERP's then-current URL terms of service.

8. Service Monitoring and Analyses

8.1. Monitoring

Loop ERP continuously monitors the service to facilitate its operation, to help resolve customer service requests, to detect and address threats to the functionality, security, integrity, and availability of the service as well as any content, data, or applications in the service, and to detect and address illegal acts or violations of the acceptable use policy. Loop ERP's monitoring tools do not collect or store any customer data residing in the service, except as needed for such purposes. Loop ERP does not monitor, and does not address issues with, non-Loop ERP software provided by the customer or any of the customer's users that is stored in, or run on or through, the service. Information collected by Loop ERP's monitoring tools (excluding customer

data) may also be used to assist in managing Loop ERP's product and service portfolio, to help Loop ERP address deficiencies in its product and service offerings, and for license management purposes.

8.2. Service Analyses

Loop ERP may (i) compile statistical and other information related to the performance, operation, and use of the service, and (ii) use data from the service in aggregated form for security and operations management, to create statistical analyses, and for research and development purposes (collectively, "service analyses"). Loop ERP may make service analyses publicly available; however, service analyses will not incorporate customer data, personal information, or confidential information in a form that could serve to identify the customer or any individual. Loop ERP retains all intellectual property rights in service analyses.