

LOOP ERP CORP. TERMS OF SERVICE

Last Updated: June 29, 2026

ATTENTION: The following terms and conditions (these “Terms of Service”) will be legally binding on the Customer upon execution of the Subscription Services Agreement. Customers should carefully read these Terms of Service before executing the Agreement. These Terms of Service are published at www.looperp.ai/termservice/ and may be referenced in a Subscription Order Form or in the Subscription Services Agreement as the “URL Terms.” These Terms of Service are incorporated into and form part of 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

Capitalized terms used in these Terms of Service have the meanings given below or, if not defined here, the meanings given in the Subscription Services Agreement.

- **"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.
- **"Agreement"** means, collectively, the Subscription Services Agreement, these Terms of Service (the URL Terms), each Subscription Order Form, each Statement of Work, and the Data Processing Addendum (if any), each as entered into between the Customer and Loop ERP (or, in the case of a Statement of Work, between the Customer and Loop ERP or its Affiliate Loop Services) and each as amended from time to time, which together govern the Customer's access to and use of the Service.
- **"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”; that, in the case of information disclosed orally, visually, or in any other intangible form, is designated confidential or proprietary at or about the time of disclosure; or that, under the circumstances, a person exercising reasonable business judgment would understand to be confidential or proprietary. Confidential Information 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) Aggregated Data.

- **"Aggregated Data"** means data collected or generated by 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), provided that such data is aggregated and de-identified so that it does not identify, and cannot reasonably be used to identify, the Customer or any individual, in a manner consistent with applicable data protection law.
- **"Customer Data"** means all electronic data or information submitted to or processed by the Service by Users. The Customer acknowledges that Customer Data primarily resides within the Customer's NetSuite account and is subject to the NetSuite Agreement.
- **"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.
- **"Help Documentation"** means any online English-language help center documentation describing Service features made available by Loop ERP, which may be updated from time to time. References to NetSuite User Guides are provided for convenience and describe the NetSuite Service, which is governed by the NetSuite Agreement.
- **"NetSuite Service"** means the Oracle NetSuite software-as-a-service platform within which the Service operates, licensed to the Customer directly by Oracle under the NetSuite Agreement. The NetSuite Service is not part of the Service.
- **"NetSuite Agreement"** means the separate agreement between the Customer and Oracle under which Oracle licenses the NetSuite Service to the Customer.
- **"Oracle"** means Oracle America, Inc. or its applicable affiliate that licenses the NetSuite Service to the Customer.
- **"Loop Services"** means Loop Services, a business operated by CEBA Solutions Inc., an Affiliate of Loop ERP under common ownership, which provides Professional Services to customers pursuant to a Statement of Work.
- **"Professional Services"** means general consulting, implementation, configuration, data migration, custom development, integration, support, and/or training services to be provided to the Customer by Loop ERP or its Affiliate Loop Services pursuant to a Statement of Work.
- **"Service"** means the Loop ERP software application, a NetSuite SuiteApp that operates within the Customer's NetSuite account, as described in the applicable Help Documentation and product descriptions and as procured by the Customer in a Subscription Order Form and any subsequent Subscription Order Form from time to time, including the Loop ERP mobile application and any associated offline components, but excluding the NetSuite Service, Third-Party Applications, Support Services, and Professional Services.

- **"Statement of Work"** or "SOW" means a document executed by the Customer and Loop ERP that describes Professional Services to be provided and the associated fees and terms.
- **"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.
- **"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 the section titled "Third-Party Applications," that interoperate with the Service, including but not limited to those listed on SuiteApp.com. For clarity, the NetSuite Service is not a Third-Party Application; the relationship of the parties with respect to the NetSuite Service is governed by the section titled "Relationship with NetSuite and Oracle."
- **"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 the 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 www.netsuite.com (under "Help"), as updated from time to time by Oracle.
- **"URL Terms"** means these Terms of Service, as published at www.looperp.ai/termsofservice/ and as updated from time to time in accordance with the section titled "Modifications to Applicable Terms."

2. Terms of Service

The Customer acknowledges and agrees to the following Terms of Service, which, together with the other components of the Agreement, shall govern the Customer's access to and use of the Service. 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

The Customer shall provide accurate, current, and complete information regarding the 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 User Access and Notification

Access to the Service is through the Customer's NetSuite accounts and the credentials issued and managed within the Customer's NetSuite environment, the security of which is governed by the NetSuite Agreement. The Customer shall ensure that the number of Users accessing the Service does not exceed the number procured in the applicable Subscription Order Form, that access is limited to authorized Users, and that User access is not shared, except that access may be permanently reassigned from one User to another as needed.

The Customer is responsible for all activities conducted under its Users' access to the Service and for all Electronic Communications and data entered through the Service under the Customer's account, including business information, financial information, and Customer Data. Loop ERP will treat any Electronic Communications received under the Customer's account 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 to or use of the Service of which it becomes aware.

2.3 General Restrictions; Acceptable Use Policy

(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 the 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; or
- use or permit the use of any tools to probe, scan, or attempt to penetrate or benchmark the Service.

(b) Compliance with Law. The Customer 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. The Customer shall not enter credit card numbers, social security numbers, or similar sensitive personal data into the Service except in fields, if any, that are designated and configured for such data, and the Customer is responsible for confirming that any such field is appropriate for the data before use.

(c) Export. The Customer shall comply with the export laws and regulations of the United States and other applicable jurisdictions in using the Service and shall 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) the Customer 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.

(d) Acceptable Use Policy. The Customer 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 under this Agreement and any 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, and the Customer agrees not to access the Service by any means other than through the interfaces provided by Loop ERP or Oracle (including the Loop ERP mobile application). The Customer 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. The Customer will not in any way express or imply that any opinions contained in the Customer’s Electronic Communications are endorsed by Loop ERP. The Customer 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 Relationship with NetSuite and Oracle

The Service is a SuiteApp that operates within, and is dependent upon, the Customer’s own subscription to the NetSuite Service, which is licensed to the Customer directly by Oracle under the NetSuite Agreement. The Customer acknowledges and agrees that:

- Loop ERP does not host, operate, or control the NetSuite Service, and the NetSuite Service is not part of the Service. Where Loop ERP or its Affiliate resells or refers the NetSuite Service, the NetSuite Service is nonetheless provided by Oracle (or its authorized local affiliate) and licensed to the Customer under the separate NetSuite Agreement;
- an active NetSuite Agreement and a NetSuite account in good standing are required to access and use the Service, and the Customer is solely responsible for procuring, paying for, and maintaining its NetSuite Agreement and account;

- Loop ERP and Oracle are separate companies, the Service and the NetSuite Service are licensed under separate contracts, and nothing in this Agreement modifies, supersedes, or creates any obligation under the NetSuite Agreement;
- Loop ERP is not responsible or liable for the NetSuite Service or for Oracle's acts or omissions, including the availability, performance, security, data handling, retention, backup, configuration, or modification of the NetSuite Service, or any suspension, termination, or change of the Customer's NetSuite account by Oracle; any warranties, service levels, support, and remedies for the NetSuite Service are provided, if at all, by Oracle under the NetSuite Agreement;
- the Customer authorizes Loop ERP to access the Customer's NetSuite account as reasonably necessary to provision, configure, operate, support, and maintain the Service; and
- if the NetSuite Agreement expires or is terminated or suspended, or if Oracle modifies the NetSuite Service in a manner that affects the Service, the Customer's ability to use the Service may be affected, and Loop ERP shall have no liability for any resulting loss of access or functionality. Fees for the Service remain payable in accordance with the applicable Subscription Order Form notwithstanding any such event not caused by Loop ERP.

2.5 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 such Third-Party Applications are provided by a third party that is a member of a Loop ERP partner program, or are 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 for 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 usernames and email addresses, support cases, and billing/payment information.

2.6 Network Access and Transmission of Data

A high-speed internet connection and an active NetSuite account are required to use the Service. The Service may be accessed through a supported web browser and through the Loop ERP mobile application. The Customer is responsible for procuring and maintaining the network connections, compatible devices, and current browser or mobile application software needed to access the Service, including software that supports the protocols used by Loop ERP and Oracle, such as the Secure Socket Layer (SSL) protocol or other accepted protocols, and for following applicable login procedures. Loop ERP is not responsible for notifying the Customer of any upgrades, fixes, or enhancements to any such software, and is not responsible for any compromise of data transmitted across computer networks or telecommunications facilities (including, without limitation, the internet) that are not owned or operated by Loop ERP. The Customer understands that the technical processing and transmission of the Customer's Electronic Communications is fundamentally necessary to the use of the Service.

2.7 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 the NetSuite Service or Third-Party Applications unless explicitly covered in a separate agreement. Support does not cover implementation activities or specialized tasks such as data migration, scripting, custom development, system configuration beyond the scope of the Loop ERP application, training, or business process consulting. These services constitute Professional Services, are provided by Loop ERP or its Affiliate Loop Services, and are available on a for-fee basis, subject to a separate Statement of Work.

2.7.1 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; and email-based support for general technical questions or issues during business hours (Monday through Friday, 6:00 a.m. to 6:00 p.m. PST, excluding holidays). Standard support is designed to assist with general troubleshooting, usage guidance, and minor configuration questions.

2.7.2 Premium Support Services.

Loop ERP also offers optional premium support services available for an additional fee (per Subscription Order Form), 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, a four (4) hour response time target, quarterly system health checks, a dedicated support manager, and 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.

2.7.3 Professional Services.

In addition to Support Services, Professional Services are offered on a for-fee basis, separate from standard or premium support, including system implementation and onboarding; data migration and system configuration; custom development and integration services; user training and enablement programs; and business process consulting and optimization. Professional Services are provided by Loop ERP or its Affiliate Loop Services (a business operated by CEBA Solutions Inc. under common

ownership) and are subject to separate terms and fees, typically outlined in a Statement of Work or professional services agreement between the Customer and the entity providing the services. In the event of a conflict between this Agreement and a Statement of Work with respect to the Professional Services that Statement of Work covers, the Statement of Work controls.

2.8 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) and not to use or disclose Confidential Information except to the extent necessary to perform its obligations or exercise its 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 containing confidentiality and non-use obligations at least as restrictive as those in this section. Either party may disclose Confidential Information to the extent that such disclosure is required by law or by order of a court or other governmental authority or regulation, provided that, where legally permitted, the disclosing party gives reasonable prior notice to the other party. The Customer shall input credit card information and social security numbers only in the fields, if any, designated for such data in the Service. The obligations in this section apply during the term of this Agreement and for three (3) years after its expiration or termination, except that obligations with respect to trade secrets continue for as long as the information remains a trade secret under applicable law.

2.9 Ownership of Customer Data; Data Export and Deletion

As between Loop ERP and the Customer, all title and intellectual property rights in and to Customer Data are owned exclusively by the Customer. The Customer acknowledges that Customer Data primarily resides within the Customer's NetSuite account, and that the hosting, storage, retention, backup, export, and deletion of Customer Data within the NetSuite account are governed by the NetSuite Agreement and are the responsibility of Oracle and the Customer. Loop ERP does not control, and will not delete, Customer Data residing within the Customer's NetSuite account.

With respect to any Customer Data or Customer-specific configurations that are stored within the Loop ERP components of the Service outside the Customer's NetSuite account, Loop ERP will, upon the Customer's written request made within thirty (30) days after expiration or termination of the applicable subscription, make such data available to the Customer for export in a commercially reasonable format. After that thirty (30) day period, Loop ERP may deactivate the applicable Customer account(s) and delete Loop ERP-held copies of such data, except for copies retained in routine backups or as required by law, which will remain subject to the confidentiality obligations of this Agreement until deleted in the ordinary course.

2.10 Loop ERP Intellectual Property Rights

Except as otherwise provided in any applicable 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 providers and of Oracle are the property of those third parties, and the Customer is not permitted to use such marks without the prior written consent of the applicable owner.

2.11 Data Protection and Security

(a) Security. Loop ERP will maintain commercially reasonable administrative, physical, and technical safeguards designed to protect the security and confidentiality of Customer Data within the Loop ERP components of the Service. The Customer acknowledges that Customer Data primarily resides within the Customer's NetSuite account, and that the security, hosting, storage, and backup of that environment are governed by the NetSuite Agreement and provided by Oracle.

(b) Personal Data. To the extent Loop ERP processes personal data on the Customer's behalf in providing the Service, the parties will comply with applicable data protection laws, including, as applicable, the California Consumer Privacy Act (CCPA) and the EU and UK General Data Protection Regulation (GDPR). Where required by applicable law, the parties will enter into a Data Processing Addendum ("DPA"), which upon execution is incorporated into this Agreement. With respect to such personal data, the Customer acts as the controller (or business) and Loop ERP acts as a processor (or service provider) and will process such personal data only to provide the Service and in accordance with the Customer's documented instructions and the DPA.

(c) Breach Notification. Loop ERP will notify the Customer without undue delay, and in any event within seventy-two (72) hours, after Loop ERP becomes aware of a confirmed breach of security leading to the unlawful destruction, loss, alteration, or unauthorized disclosure of, or access to, Customer Data within the Loop ERP components of the Service, and will provide reasonable cooperation to assist the Customer in meeting its own notification obligations. A notification of, or response to, a security incident is not an acknowledgment by Loop ERP of any fault or liability.

2.12 U.S. Government Rights

This section applies only if and to the extent that the Customer or a User is a U.S. federal government entity; it does not apply to customers or Users outside the United States. 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 whether 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 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 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 Loop ERP components of the Service will conform in all material respects to the published descriptions for those components. If the Service is not performed as warranted, the Customer must promptly provide Loop ERP with written notice describing the deficiency (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. The Service operates within, and depends upon, the NetSuite Service, third-party networks, and the internet, which are outside Loop ERP's control. Loop ERP does not warrant the NetSuite Service or any Third-Party Application or service, and the warranties in this Agreement do not apply to any deficiency to the extent caused by the NetSuite Service, Oracle, Third-Party Applications, Customer Data, the Customer's configurations or modifications, or other factors outside Loop ERP's reasonable control. Loop ERP is not responsible for any issues related to the performance, operation, or security of the Service that arise from Customer Data or from applications or services provided by third parties.

3.3 Exclusive Remedy

For any breach of the warranty in Section 3.1, the 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, the Customer may terminate the deficient Service, and Loop ERP will refund to the Customer the fees for the terminated Service that the 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. Limitation 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 2.8 (Confidentiality) or Section 2.11 (Data Protection and Security), 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) the Customer's breach of Section 2.3 (General Restrictions; Acceptable Use Policy); (c) either party's defense and indemnity obligations under Section 5 (Indemnification); (d) the Customer's infringement or misappropriation of Loop ERP's intellectual property rights; or (e) a party's gross negligence, willful misconduct, or fraud.

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 of this Section 5, Loop ERP shall, at its own expense, defend the 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 the 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 the 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 the Customer's specifications or requirements; (d) combination of the Service with any non-Loop ERP software, application, or service, other than the

operation of the Service within the NetSuite Service as contemplated by this Agreement; or (e) services offered by the Customer or revenue earned by the Customer for such services.

For the avoidance of doubt, the intended and required operation of the Service within the Customer's NetSuite account, in accordance with the Help Documentation and this Agreement, shall not by itself constitute a combination that excludes Loop ERP's indemnification obligations under clause (d) above.

If a Claim of infringement is brought or threatened, Loop ERP shall, at its sole option and expense, use commercially reasonable efforts to: (a) procure a license that will protect the Customer against such Claim without cost to the 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 the Customer under this Section 5.1 state Loop ERP's entire liability, and the 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 of this Section 5, the Customer shall, at its own expense, defend Loop ERP and its Affiliates from and against any and all Claims to the extent arising from or relating to: (i) Customer Data, or any Customer trademarks, service marks, or other materials, or any use thereof, infringing the copyright or trademark of, or misappropriating the trade secrets of, a third party, or violating applicable law; (ii) the Customer's or its Users' use of the Service in violation of this Agreement (including the Acceptable Use Policy in Section 2.3) or applicable law; or (iii) any Third-Party Application procured or enabled by the Customer. The Customer shall indemnify Loop ERP and its Affiliates from and against 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, provided that any settlement that imposes a non-monetary obligation on, or admission of liability by, the indemnified party requires that party's prior written consent (not to be unreasonably withheld); and (iii) upon request of the indemnifying party, cooperate in all reasonable respects, at the indemnifying party's cost and expense, 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 except to the extent of any prejudice attributable to such failure. The indemnification obligations contained in this Section 5 shall survive termination or expiration of this Agreement.

6. Suspension and Termination

6.1 Suspension for Delinquent Account

Loop ERP reserves the right to suspend the Customer's and any Customer Affiliate's 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 the Customer with at least two (2) written delinquency notices, the first of which was transmitted at least ten (10) days before the suspension takes effect. The Customer agrees that Loop ERP shall not be liable in any way to the 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 or electronic 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 that use of the Customer's Service is causing immediate, material, and ongoing harm to Loop ERP or others. In such event, Loop ERP will use commercially reasonable efforts to limit the suspension to the offending portion of the Service and to work with the Customer to resolve the issues causing the suspension. 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. Any suspension under this section shall not excuse the Customer from its obligation to make payments under this Agreement.

6.3 Termination for Cause

Either party may terminate this Agreement and all Subscription Order Forms issued hereunder if the other party commits a material breach of any provision of this Agreement that is not cured within thirty (30) days of written notice from the non-breaching party. Such notice shall expressly state all of the reasons for the claimed breach in sufficient detail to provide the alleged breaching party a meaningful opportunity to cure.

6.4 Effect of Termination

Upon termination or expiration of this Agreement, the Customer shall have no right to continue use of the Service. The Customer will pay all fees accrued and unpaid as of the effective date of termination. Because the Service is provided on a committed subscription basis, if the Customer terminates this Agreement or any Subscription Order Form before the end of its then-current term for any reason other than a termination expressly permitted to the Customer under this Agreement (including under Sections 3.3, 5.1, 6.3, and the section titled "Modifications to Applicable Terms"), or if Loop ERP terminates for the Customer's uncured material breach or non-payment, then the subscription fees for the remainder of the then-current term shall become immediately due and payable as agreed consideration for the committed term and not as a penalty. If this Agreement is terminated as a result of Loop ERP's uncured material breach, then the Customer shall be entitled to a refund of the pro-rata portion of any pre-paid subscription fees for the terminated portion of the term. Termination does not relieve the Customer of any obligation to pay amounts that accrued before the effective date of termination.

6.5 Notice

Any legal notice required under this Agreement shall be provided in writing in accordance with the section titled "Notices."

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 the 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 (30) days after receiving notice of the change. If the Customer so notifies Loop ERP, 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.

8. Service Monitoring and Analyses

8.1 Monitoring

Loop ERP 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 and de-identified 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, or that could reasonably be used to identify, the Customer or any individual, in a manner consistent with applicable data protection law. Loop ERP retains all intellectual property rights in Service Analyses.

9. General Provisions

9.1 Governing Law

This Agreement, and any dispute arising out of or relating to it or the Service, shall be governed by and construed in accordance with the laws of the State of California, without regard to its conflict-of-

laws principles, except that the Federal Arbitration Act governs the interpretation and enforcement of the arbitration provisions in Section 9.3. The United Nations Convention on Contracts for the International Sale of Goods does not apply to this Agreement. For customers outside the United States, the governing law may be modified by a Subscription Order Form or country-specific addendum as described in the section titled “Non-U.S. Customers.”

9.2 Informal Dispute Resolution

Before initiating arbitration or any legal proceeding, the parties will attempt in good faith to resolve any dispute arising out of or relating to this Agreement through senior representatives of each party for a period of thirty (30) days after one party gives the other written notice describing the dispute. This requirement does not apply to a request for the relief described in Section 9.4.

9.3 Binding Arbitration

Except for the matters described in Section 9.4, any dispute, claim, or controversy arising out of or relating to this Agreement, or to the breach, termination, enforcement, interpretation, or validity thereof (a “Dispute”), that is not resolved under Section 9.2 shall be finally resolved by binding arbitration and not in court. This Section 9.3 is governed by the Federal Arbitration Act.

(a) Administering body and seat. The administering body and the seat (legal place) of the arbitration depend on the Customer’s location:

- (i) if the Customer is located in the United States, the arbitration will be administered by JAMS under its Comprehensive Arbitration Rules and Procedures then in effect, and the seat of arbitration will be San Francisco, California; and
- (ii) if the Customer is located outside the United States, the arbitration will be administered by the Singapore International Arbitration Centre (SIAC) under the SIAC Rules then in effect, and the seat of arbitration will be Singapore, unless a Subscription Order Form or country-specific addendum specifies a different administering body or seat for the applicable territory.

(b) Arbitrator and language. The arbitration will be conducted before a single arbitrator, and the language of the arbitration will be English.

(c) Award and enforcement. The arbitrator’s award will be final and binding on the parties, and judgment on the award may be entered in any court of competent jurisdiction. Where applicable, the award will be recognized and enforceable under the New York Convention on the Recognition and Enforcement of Foreign Arbitral Awards.

(d) Confidentiality. The existence, content, and result of the arbitration, including any award, will be kept confidential by the parties, except as necessary to enforce the award, to obtain the relief described in Section 9.4, or as required by law.

(e) Class action waiver. Each party may bring Disputes against the other only in its individual capacity, and not as a plaintiff or class member in any purported class, consolidated, or representative proceeding. The arbitrator may not consolidate the claims of more than one party and may not preside over any form of class or representative proceeding.

(f) Costs and fees. Each party will bear its own costs and an equal share of the arbitrator’s and the administering body’s fees, unless the arbitrator determines that a claim or defense was frivolous or

asserted for an improper purpose, in which case the arbitrator may allocate fees and reasonable attorneys' fees to the extent permitted by the applicable rules and law.

9.4 Equitable Relief; Enforcement; Courts

Notwithstanding Section 9.3, either party may bring an action in court solely for: (a) injunctive or other equitable relief to prevent or stop the actual or threatened infringement, misappropriation, or violation of its intellectual property rights or Confidential Information; (b) collection of undisputed amounts due; or (c) confirmation or enforcement of an arbitral award. For any such action, and for any Dispute that a court of competent jurisdiction finally determines is not subject to arbitration: (i) a Customer located in the United States submits to the exclusive jurisdiction and venue of the state and federal courts located in San Francisco County, California; and (ii) a Customer located outside the United States submits to the courts of the seat of arbitration, or to any other court of competent jurisdiction for purposes of enforcing an award. Each party waives any objection to such venue on the grounds of inconvenient forum or otherwise. Seeking the relief described in this Section 9.4 is not a waiver of the right or obligation to arbitrate any other Dispute.

9.5 Force Majeure

Neither party shall be liable for any delay or failure to perform its obligations under this Agreement (other than payment obligations) to the extent caused by events beyond its reasonable control, including acts of God, natural disasters, epidemics or pandemics, war, terrorism, civil unrest, labor disputes, governmental action, failures or interruptions of the internet or third-party telecommunications or hosting services, or acts or omissions of Oracle or other third-party providers. The affected party will use commercially reasonable efforts to mitigate the effects of the force majeure event and resume performance.

9.6 Taxes

Fees are exclusive of taxes. The Customer is responsible for all sales, use, value-added (VAT), goods-and-services (GST), and similar taxes and duties associated with its purchase of the Service, excluding taxes based on Loop ERP's net income. If Loop ERP is required to collect such taxes, they will be invoiced to the Customer unless the Customer provides a valid exemption certificate or applicable registration (such as a valid VAT or GST/ABN registration).

9.7 Non-U.S. Customers

Loop ERP makes the Service available to customers outside the United States. For such customers: (a) the NetSuite Service is licensed by Oracle or its authorized local affiliate in the applicable territory under the NetSuite Agreement, and may be sold, resold, or referred through Loop ERP, its Affiliates, or local Oracle partners as set out in the applicable Subscription Order Form; (b) the governing law in Section 9.1 and the informal-resolution and arbitration provisions in Sections 9.2 through 9.4 apply, with arbitration administered by the Singapore International Arbitration Centre (SIAC) and seated in Singapore, unless a Subscription Order Form or country-specific addendum specifies a different governing law, administering body, or seat for the applicable territory; (c) Section 2.12 (U.S. Government Rights) does not apply; and (d) the Customer is responsible for applicable VAT, GST, or similar taxes as provided in the section titled "Taxes." The parties may enter into a country-specific addendum to address local legal requirements, which upon execution is incorporated into this Agreement and controls over conflicting terms for that territory.

9.8 Assignment

Neither party may assign or transfer this Agreement, in whole or in part, without the prior written consent of the other party, except that either party may assign this Agreement, upon written notice and without consent, to a successor in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets or business to which this Agreement relates, provided that the successor is not a direct competitor of the other party and agrees in writing to be bound by this Agreement. Any attempted assignment in violation of this section is void. Subject to the foregoing, this Agreement binds and benefits the parties and their permitted successors and assigns.

9.9 Entire Agreement; Order of Precedence

This Agreement constitutes the entire agreement between the parties regarding its subject matter and supersedes all prior or contemporaneous agreements, proposals, or representations, written or oral, concerning that subject matter. In the event of a conflict among the components of this Agreement, the following order of precedence governs, from highest to lowest: (1) the applicable Subscription Order Form or Statement of Work; (2) the Subscription Services Agreement; (3) these Terms of Service (the URL Terms); and (4) the Help Documentation. The Data Processing Addendum, if any, controls with respect to the processing of personal data. For clarity, the NetSuite Agreement governs the NetSuite Service and is not superseded or modified by this Agreement.

9.10 Severability

If any provision of this Agreement is held to be invalid, illegal, or unenforceable, that provision shall be enforced to the maximum extent permitted by law, and the remaining provisions shall remain in full force and effect.

9.11 Waiver

No waiver of any provision of this Agreement shall be effective unless in writing and signed by the party against whom the waiver is asserted. The failure of either party to enforce any provision shall not constitute a waiver of that provision or of any other provision.

9.12 Amendments

Except for changes to the URL Terms made in accordance with the section titled “Modifications to Applicable Terms,” no amendment or modification of this Agreement shall be effective unless in writing and signed by an authorized representative of each party.

9.13 Notices

Any legal notice required under this Agreement shall be in writing. If the Customer has a legal dispute with Loop ERP, wishes to provide a notice under Section 5 (Indemnification), or becomes subject to insolvency or similar proceedings, the Customer will promptly send written notice to: Loop ERP Corp., 1569 Solano Ave., Suite 645, Berkeley, CA 94707, United States, Attention: Legal Department, with a copy by email to legalnotices@looperp.ai. Notices to the Customer may be sent to the contact and notification email address on file in the Customer’s account. Notices are deemed given upon receipt when delivered personally or by reputable overnight courier, or upon confirmed transmission when sent by email.

9.14 Relationship of the Parties

The parties are independent contractors. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary, or employment relationship between the parties.

9.15 Third-Party Beneficiaries

Except that Oracle is an intended third-party beneficiary of the provisions of this Agreement that disclaim Loop ERP's responsibility for, or limit liability relating to, the NetSuite Service, there are no third-party beneficiaries to this Agreement.

9.16 Survival

The following provisions survive any expiration or termination of this Agreement: Section 1 (Definitions); Section 2.3 (General Restrictions; Acceptable Use Policy); Section 2.4 (Relationship with NetSuite and Oracle); Section 2.8 (Confidentiality); Section 2.9 (Ownership of Customer Data; Data Export and Deletion); Section 2.10 (Loop ERP Intellectual Property Rights); Section 2.11 (Data Protection and Security) with respect to data then held by Loop ERP; Section 3.4 (No Other Warranties); Section 4 (Limitation of Liability); Section 5 (Indemnification); Section 6.4 (Effect of Termination); any accrued payment obligations; and Section 9 (General Provisions).

9.17 Counterparts and Electronic Signatures

This Agreement may be executed in counterparts, each of which is deemed an original and all of which together constitute one instrument. Electronic signatures and electronically transmitted copies have the same effect as original signatures.