



**SECUREDOKK**  
by **BLAZE.TECH**

## LICENSE AGREEMENT AND TERMS OF USE

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### **Blaze Technology, Inc. DBA SecureDock**

### **License Agreement**

### **Terms of Use**

Blaze Technology, Inc. DBA SecureDock welcomes you to its online License Service. Blaze Technology, Inc. DBA SecureDock, its subsidiaries and affiliated companies (hereinafter collectively referred to as "SecureDock") maintain an online software application (The "Site") to provide a variety of services (License Service) which will allow data storage, retrieval and distribution services combined with online convenience.

By accepting this agreement, either by clicking a box indicating your acceptance or by executing an Order Form that references this agreement, you agree to the terms of this agreement. If you are entering into this agreement on behalf of a company or other legal entity, you represent that you have the authority to bind such entity and its affiliates to these terms and conditions, in which case the terms "You" or "Your" shall refer to such entity and its affiliates. If You do not have such authority, or if You do not agree with these terms and conditions, You must not accept this agreement and may not use the services.

You may not access the License Services if You are Our direct competitor, except with Our prior written consent. In addition, You may not access the Services for purposes of monitoring their availability, performance or functionality, or for any other benchmarking or competitive purposes.

Your access to and use of the Site and the License Service as hereinafter defined, is subject to the following License Terms of Use and all applicable state and federal laws. By accessing the Site or utilizing the License Service, You accept, without limitation or qualification, the License Agreement and Terms of Use as may be modified from time to time. You may review the most current version of the SecureDockLicense Agreement and Terms of Use, Acceptable Use Policy and Privacy Policy at any time by accessing the SecureDock website at [www.Secure-Dock.com](http://www.Secure-Dock.com) and viewing "Acceptable Use Policy", "Privacy Policy" , and following the link to the "License Agreement and Terms of Use". Any new features that augment or enhance the license service will be subject to the above stated documents.

This Agreement was last updated on May 30, 2025. It is effective (Effective Date) between You and Us as of the date of You accepting the Agreement.

## Definitions

1.1 "SecureDock" means Blaze Technology, Inc. DBA SecureDock, its subsidiaries and affiliated companies.

1.2 "Agreement" means this document, License Agreement, and all other documents referenced within this document.

1.3 "License Service" means Our online software applications for data storage, retrieval and distribution executed in various ways and for various purposes.

1.4 "Licensed Content" means all materials available on the Site, as well as those distributed to you from SecureDock's offices. Licensed Content shall include, but not be limited to the software application(s). Licensed Content does not refer to client data stored on the software application(s).

1.5 "Site" means the various software applications including, but not limited to Client Virtual Safe, TED Express Inbound and Outbound, and the Medical Passport.

1.6 "You", "Your" or Customer means the company or other legal entity for which You are accepting this Agreement, and Affiliates of that company or entity.

1.7 "Us", "We" or "Our" means the company describes in 1.1 of this section.

1.8 "End Users" means individuals who are authorized by You to use the Licensed Services, for whom subscriptions to Our Licensed Services has been given, and who have been supplied user identifications and passwords by You (or by us at Your request). End Users may include but not be limited to Your employees and clients/patients/members.

1.9 "Order Form" means the document(s) for entering into a License Agreement with SecureDock for any of its License Services.

1.10 "Control Panel" means the administrative application that You use to add End Users and service those accounts.

1.11 "Data" means the data, documents and files the End Users and/or Customers upload through the Site. Data may be, but not limited to, stored, retrieved and distributed through the Site.

## Services

### 2.0 SecureDock will Provide the Services to Customers During the Term of this Agreement

Customer may only use the services agreed to on the executed Order Form. SecureDock will provide Customer with a password which will give entry to the Control Panel to use for administering the end-user accounts. For the services agreed to, the Control Panel may:

- (a) Provide access to the Client Virtual Safe for their End-Users, and/or
- (b) Provide access to the TED Express system, and/or
- (c) Provide access to the Medical Passport, and,
- (d) Administer End-User accounts through the Control Panel of their SecureDock account.

## 2.1 Software Application(s)

SecureDock has implemented industry standard systems and procedures to insure the security and confidentiality of Customer Data, protect against anticipated threats or hazards to the security or integrity of Customer Data, and protect against unauthorized access to or use of Customer Data.

## 2.2 Modifications

- (a) SecureDock may make commercially reasonable modifications to the License Service, or particular components of the License Service, from time to time.
- (b) If SecureDock makes a material change to the Site, URL or terms of use, then SecureDock will notify Customers by sending an email to the notification email address on file. If the change has a material adverse impact on Customer or Customer does not agree to the change, the Customer must notify SecureDock within thirty (30) days after receiving notice of the change. In the event Customer notifies SecureDock as required, Customer will remain governed by the terms in effect immediately prior to the change until the end of the then current term for the effective service. If the affected services are renewed, they will be renewed under SecureDock then current terms of use.

## 2.3 Customer Domain Name Ownership

Prior to providing the services, SecureDock may verify that Customer owns or controls the Customer domain name. In the event Customer does not own or control the Customer domain name, then SecureDock will have no obligation to provide Customer with the services.

## 2.4 Privacy Policies

SecureDock will comply with the Privacy Policy and the privacy notice as set out in the License Agreement, and posted at [www.Secure-Dock.com](http://www.Secure-Dock.com). Changes to the privacy policy and the privacy notice will be made as stated in the applicable policy.

## 2.5 Data Transfer

As part of providing the License Service, the software application may store and process Data. SecureDock will host the software application along with the Data in any hosting location in

which SecureDock or its agents choose. By using the License Services, Customer consents to the processing and storage of Data at SecureDock hosting locations.

## Customer Obligations

### 3.0 Compliance with the Agreement

Customer will comply with the Acceptable Use Policy as posted on the [www.Secure-Dock.com](http://www.Secure-Dock.com) website, and will use best efforts to insure its End Users do the same. SecureDock may make additional software applications, features or functionality available from time to time through the Licensed Service, the use of which may be contingent upon Customer's agreement to additional terms.

#### 3.1 Customer Administration of Services

Customers may specify one or more administrators who will have the right to access the account of Customer and to administer the End User accounts. Customer is responsible for:

- (a) Maintaining the confidentiality of the username and password given out for administrative use.
- (b) Designating those of its employees or agents who are authorized to access the Control Panel, and,
- (c) Ensuring that all activities that occur in connection with the Control Panel comply with the Agreement. Customer agrees that SecureDock's responsibilities do not expand to the internal management or administration of Customer's account or Customer's internet connectivity and that SecureDock is merely a data processor/storage facility.

#### 3.3 Unauthorized Use

Customer will use all commercially reasonable efforts to prevent unauthorized use of the service and to terminate any unauthorized use. Prevention should include but not be limited to protection of the administrators' username and passwords, as well as not leaving their computer unattended while the Control Panel is live and usable. Customer will promptly notify SecureDock if any unauthorized use of, or access to, the services of which it becomes aware.

## Terms and Conditions

### 4.0 Initial Term

The initial term for any Customer account will be twelve (12) months beginning on the service commencement date. SecureDock may revise its rates with at least thirty (30) days prior written notice to Customer, including by email, effective for the following term.

#### 4.1 Automatic Renewal

The default setting for the services is "auto renewal" for all Customer accounts. After the initial term, each account will automatically renew on the original commencement date for an additional twelve (12) month term. Customer will pay SecureDock the then current yearly fees for each renewed account period. Payments can be made monthly, quarterly or annually.

## Payments

### 5.0 Payment

All payments due SecureDock shall be paid in U.S. Dollars unless otherwise indicated on the order page or invoice.

#### A. Automated Clearing House (ACH) Transactions

Fees paid through Automated Clearing House transactions are due immediately upon order placement. SecureDock will draw upon the ACH account for all applicable fees when due. If ACH draw attempts are declined, SecureDock may immediately disable or cancel the service, in its sole discretion.

#### B. Invoice Orders

Fees for orders where SecureDock issues an invoice are due upon Customer's receipt of the invoice, and are considered delinquent ten (10) days after the date of the applicable invoice. Should fees not be received after 30 days, SecureDock may immediately disable or cancel the service, in its sole discretion.

### 5.1 Delinquent Payments

Delinquent payments may bear interest at the rate of 1% per month (or the highest rate permitted by law, if less) from the payment due date until paid in full. Customer will be responsible for all reasonable expenses, including attorneys' fees, incurred by SecureDock in collecting delinquent amounts, except where such delinquent amounts are due to SecureDock billing inaccuracies.

### 5.2 Taxes

Customer agrees that it will be responsible for any and all taxes, and Customer will pay SecureDock for the services without any reduction for such amounts. In the event SecureDock is obligated to collect or pay taxes, the taxes will be invoiced to Customer, unless Customer provides SecureDock with a valid tax exemption certificate authorized by the appropriate taxing authority. In the event Customer is required by law to withhold any taxes from its payments to SecureDock, Customer must provide SecureDock with an official tax receipt or other appropriate documentation to support such payments.

### 5.3 Payment Information

Acceptance of partial payment under the terms of this Agreement shall not constitute a waiver of SecureDock's right to collect the outstanding balance due and owing SecureDock at any given time.

#### 5.4 Inquiry Authorization

Customer authorizes SecureDock to make inquiries and to receive information regarding Customer's credit worthiness and to enter this information in Customer's file. Customer's credit worthiness data may be disclosed to such other third parties as SecureDock deems appropriate for reasonable business purposes.

#### 5.5 Billing Errors

Unless otherwise provided by applicable law, Customer must notify SecureDock of any billing errors or other requests for credit within ninety (90) days of receipt of the disputed amount billed. Customer agrees that SecureDock may, at its option, invoice Customer or submit an ACH draw for all unpaid charges on the account and suspend or terminate Customer's access to the account until such time as Customer's credit is re-established.

#### Privacy

In addition to the information below, Customer agrees to adhere to the current Privacy Policy posted on [www.Secure-Dock.com](http://www.Secure-Dock.com).

The Customer's SecureDock account information and profile are unique to each Customer and password protected so that, other than SecureDock personnel who have an administrative need to know, only the Customer will have access to this information.

Even though SecureDock has detailed clearly the many steps it has taken to provide secure data storage and transmission, no data transmission over the internet can be guaranteed to be one hundred (100%) percent secure and no security system is impenetrable. As a result, while SecureDock strives to protect the Customer's data in accordance with its security steps, process, privacy policies, as well as carrying insurance related to this risk, SecureDock cannot insure or warrant the security of any information transmitted to or from SecureDock's online License Services. Therefore, the Customer needs to proceed with this understanding.

SecureDock recommends that you do not divulge your administrative password(s) to any other entity or person(s). It is important to remember that the Customer should properly log out of their SecureDock account and close their browser window when they have finished any administrative work to ensure that others cannot access the system. If the Customer has any reason to believe that their account is no longer secure (for example, in the event of unauthorized entry to the system or use of stored Data and password(s)), Customer must promptly change their administrative password(s) and notify SecureDock of the potential problem.

In consideration for Customer's use of the License Service, Customer further agrees to:

(a) Provide true, accurate, current and complete information as prompted by the license service registration form (such information being the "registration data"); and

(b) Maintain and promptly up-date the registration data to ensure that the information is accurate, current and complete.

In the event the Customer provides any information that is inaccurate, not current, or incomplete, or the information becomes suspect, after making reasonable inquiries SecureDock may suspend or terminate Customer's account and refuse any and all current or future use of the License Service or any portion thereof. In addition, in the event Customer provides registration data, or other information that is inaccurate, fraudulent or is not current, Customer agrees to indemnify SecureDock and hold SecureDock harmless from and against any and all liability, damages, loss or expense (including reasonable fees for attorneys and other professional) it may incur, including but not limited to, loss of business profits, taxes, penalties or sanctions, interest, fees, costs and expenses of any nature arising from or related to any claim, demand, action or proceeding alleged or initiated against SecureDock by any third party based upon the information Customer has provided.

SecureDock values its relationship with each of its Customers, and therefore, makes every effort to safeguard personal information while also making product and service information available to our Customers.

SecureDock collects, uses and releases information on use of its License Service in several ways from different parts of the Site as necessary to provide the License Service, to undertake legitimate business activities related to the License Service and to comply with both state and federal law. Some detailed information is gathered when a Customer registers. During registration, you are asked for data such as your name, address, telephone and fax number, email address, billing information.

Once the Customer registers the Customer is no longer anonymous to SecureDock. The Customer is given a SecureDock identification and is able to utilize SecureDock License Services. SecureDock may collect information concerning the Customer's preferences as reflected in the choices made among the range of services offered both at the time of actual registration and use. In addition to registration, SecureDock may ask the Customer for information at other times, for example, when the Customer asks questions or reports a problem with the Site or the License Service. In the event the Customer contacts SecureDock, SecureDock may keep a record of that session or correspondence. SecureDock may also occasionally ask its Customers to complete surveys for research purposes. Collecting information contained in transmissions made through License Service is necessary to provide the highest level of service. SecureDock's detailed business records generally are used for accounting purposes, account billing and to provide its Customers with information pertaining to License Services.

SecureDock may from time to time make collective user information available to selected third parties for purposes of improving the service offered to SecureDock's Customers. However, this information will be provided only in the aggregate and never with password and accounting information included. SecureDock will not disclose any personally identifiable information on any Customer at any time. However, by assessing and using the License Service, you agree that such information may be disclosed as described above in the event that SecureDock has reason to believe that disclosing this information is necessary to identify, contact or bring legal action to enforce any of SecureDock's rights. These rights may include, but are not limited to, actions against Customers or a third party for non-payment, violation of a License Terms of Use, causing injury to or interference with SecureDock's rights or property, or those of other SecureDock users or anyone else that could be harmed by such activities. SecureDock may disclose or access account information when SecureDock believes, in good faith, that the law requires it to produce such information, and for administrative or other purposes SecureDock deems necessary to maintain, service and improve its products or services or to protect SecureDock's proprietary rights or property.

#### Customer Conduct

In addition to the information below, Customer agrees to adhere to the acceptable Use Policy (AUP) posted on [www.Secure-Dock.com](http://www.Secure-Dock.com).

Customer understands and agrees that all information, data, messages or other materials transmitted are the sole responsibility of the Customer and/or End User from whom such material originated. The Customer is entirely responsible for all uploads and/or emails transmitted via the License Service. Under no circumstances will SecureDock be liable in any way for use of any Licensed Content by Customer and/or End User, including but not limited to, any errors or omissions in any License Content or for any loss or damage of any kind incurred as a result of the use of any License Content, emailed or otherwise transmitted via the License Service.

Customer hereby further agrees to refrain from using the License Service for the following purposes:

- (1) Post, email or otherwise transmit or disseminate anything that is unlawful or encourages conduct that would be unlawful, harmful, threatening, abusive, harassing, tortuous, defamatory, vulgar, obscene, libelous, invasive of another's privacy, hateful, or racially, ethnically or otherwise objectionable or gives rise to civil liability;
- (2) Impersonate any person or entity or falsely state or otherwise misrepresent an affiliation with a person or entity;
- (3) Forge headers or otherwise manipulate identifiers in order to disguise the origin of anything transmitted through the license service;



- (4) Email or otherwise transmit anything that Customer does not have a right to transmit under any law or under contractual or fiduciary relationships (such as inside information, proprietary and confidential information learned or disclosed as part of employment relationships or under non-disclosure Agreement);
- (5) Email or otherwise transmit anything that infringes any patent, trademark, trade secret, copyright or other proprietary rights of any party;
- (6) Email or otherwise transmit any unsolicited or unauthorized advertising or promotional materials;
- (7) Email or otherwise transmit any material containing software viruses or any other computer code, files or programs designed to interpret, destroy or limit the functionality of any computer software, hardware or telecommunications equipment or generating levels of traffic significant to impede the ability of others to send or receive information or use the license service;
- (8) Restrict, inhibit or otherwise interfere with or disrupt the license service, equipment servers or networks connected to the license service, anyone's use or enjoyment of the license service or disobey any requirements, procedures, policies or regulations of networks connected to the license service;
- (9) Intentionally or unintentionally violate any applicable local, state, national or international law, rule or regulation; or
- (10) Resale the license content or the license service or otherwise charge others to use the license service or license content in whole or in part directly or indirectly bundled or unbundled unless specifically authorized by SecureDock.

#### Multiple Users

Customer acknowledges that they are executing this Agreement on behalf of themselves and on behalf of all persons or entities that are authorized by the Customer to use the License Service under the Customer's name and are, therefore, liable for their use in addition to the Customer's use. The Customer shall have sole responsibility for insuring that such other users, including other third parties to whom the Customer authorizes dissemination of the License Content, understand and comply with the terms and conditions of these License Terms of Use.

#### Indemnification by Customer

Customer will indemnify, defend, and hold harmless SecureDock from and against all liabilities, damages, and costs, including settlement costs and reasonable attorneys' fees, arising out of a third party claim:

- (1) Regarding Customer and end-user data;

(2) That Customer brand features infringe or misappropriate any patent, trademark, trade secret or trademark of a third party; or

(3) Regarding Customer's or its end-users' use of the services in violation of the Agreement.

#### Indemnification by SecureDock

SecureDock will indemnify, defend and hold harmless Customer from and against all liabilities, damages, and costs, including settlement costs and reasonable attorneys' fees, arising out of a third party claim that SecureDock's technology used to provide the services or any SecureDock brand feature infringes or misappropriates any patent, copyright, trade secret or trademark of such third party.

Notwithstanding the foregoing, in no event shall SecureDock have any obligation or liability under this section arising from:

(1) Use of any services or SecureDock features in a modified form or in combination with materials not furnished by SecureDock; and,

(2) Any content, information or data provided by Customer, End Users or other third parties.

#### Indemnification General Provision

The party seeking indemnification will promptly notify the other party of the claim and cooperate with the other party in defending the claim. The indemnifying party has full control and authority over the defense, except that:

(a) Any settlement requiring the party seeking indemnification to admit liability or to pay any money will require that party's prior written consent, such consent not to be unreasonably withheld or delayed; and,

(b) The other party may join in the defense with its own counsel at its own expense.

The Indemnities above are the only remedy under this Agreement for violation of a third party's intellectual property rights.

#### Limitation on Liability

Neither party will be liable under this Agreement for lost revenues or indirect, special, incidental, consequential, exemplary or punitive damages, even if the party knew or should have known that such damages were possible and even if direct damages do not satisfy a remedy.

#### Limitation on Amount of Liability

Neither party may be held liable under this Agreement for more than the amount paid by Customer to SecureDock during the 12 months prior to the event giving rise to liability.

#### Exemptions to Limitations

These limitations of liability do not apply to breaches of confidentiality obligations, violation of a party's intellectual property rights by the other party or indemnification obligations.

#### Modification to License Service / Change in the Offering

As is the case with any business, SecureDock reserves the right at any time to modify, either temporarily or permanently, the License Service (or any part thereof) with or without notice. Customer agrees that SecureDock shall not be liable to Customer or to any third party for any modification or suspension of the License Service, subject to refund of any prepaid fees.

#### Termination Due to Non-Compliance

SecureDock may terminate these License Services at any time without notice if Customer fails to comply in full with any term of the License Agreement.

SecureDock will not refund prepaid sums in the event Customer terminates the Agreement prior to the expiration of the license term. Upon cancellation, Customer will continue to be obligated to pay any charges incurred and all balances due on any outstanding account. Customer agrees that SecureDock, in its sole discretion, may terminate Customer's password, account (or any part thereof) or use of the license service, and remove and discard any materials created or transmitted by the Customer through the license service, for any reason including, without limitation, lack of use or if SecureDock believes that Customer has violated or acted inconsistently with the letter and spirit of the license terms of use.

#### Termination Not Related to Non-Compliance

As is the case with any business, SecureDock reserves the right at any time to permanently discontinue the License Service which would require the deactivation and/or deletion of Customer account information which would bar further access to such files. Should the unlikely event of SecureDock terminating this License Service occur, SecureDock will make a best efforts attempt to provide Customer with notice prior to this occurring. Customer agrees that SecureDock shall not be liable to Customer or to any third party for any discontinuance of the License Service, subject to refund of any prepaid fees.

#### SecureDock's Trademark Information/Proprietary Rights

SecureDock's logos, products and service names are proprietary trademarks of SecureDock, its subsidiaries and affiliates (the "Marks"). In addition, SecureDock licenses from third parties the rights to use their marks on its products ("Third Party Marks"). Customer agrees not to display or

use either the SecureDock's Marks or the Third Party Marks in any manner. Customer should assume that everything seen or read on the Site is copyrighted unless otherwise noted, and may not be used except as provided in these License Terms and Conditions without the written permission of SecureDock.

Customer acknowledges and agrees that the License Service and any necessary software used in connection with the License Service, all images, templates and other information and material found on the Site and all intellectual property relating thereto (all of which are included in the "License Content"), is owned by either SecureDock or third parties and contains proprietary and confidential information that is protected by applicable intellectual property and other laws. Subject to compliance with these License Terms and Conditions, SecureDock grants to the Customer a non-exclusive, non-transferrable, non-sublicensable license to use the Site, License Service and software as follows:

- (1) To access the License Content and software from the Site solely for Customer's internal business operation. Customer may not re-license, rent or lease the License Service or use the software for third party training, commercial time sharing or processing data of any other entity;
- (2) In the event the Customer has been granted demonstration rights, then the Customer is permitted, through a designated member of approved users, to demonstrate a limited version of the software from the appropriate section of the Site for the limited purpose designated in the grant of the demonstration license.
- (3) To use SecureDock's online user guides or manuals, if any, for use of and provided with the software (the "Documentation") solely in support of Customer's authorized use of the software;
- (4) Customer may not sale, distribute, transfer, modify, copy, transmit, create derivative works, modify or publish the license content or new works based upon the License Content ("Derivative Works"), with or without consideration, or use the License Content or Derivative Works to compete with SecureDock, create Customer's own website for use by Customer or others based on or containing the License Content or Derivative Works that is accessible to third parties.

These License Terms of Use shall automatically terminate if Customer breaches any provision of this license and such breach is not cured promptly upon notice of the breach. Customer agrees not to cause or permit the reverse engineering, disassembly or decompilation of the software. SecureDock grants no rights other than those granted explicitly herein and hereby reserves and retains all titles, copyright and other proprietary rights in the Site, license service and software, including all updates and modifications thereto.

Customer does not acquire any rights, expressed or implied, in the license service, software or Site other than those limited rights of access specified in these license terms of use.

#### Disclaimers and Limitations of Liability

Customer expressly understands and agrees that:

- (1) Customer's use of the License Service is at their choice. The License Service is provided on an "as is" basis. SecureDock expressly disclaims all warranties of any kind, whether express or implied, including but not limited to, the implied warranties of merchantability, fitness for a particular purpose and non-infringement.
- (2) SecureDock assumes no responsibility for operator error, including but not limited to time limits, deletion, misdelivery or failure to store any user communications or data.
- (3) SecureDock makes no warranty that (1) the License Service will meet the Customer's requirements; (2) the License Service will be uninterrupted, timely, secure or error free; (3) the results that may be obtained from the use of the License Service will be accurate or reliable; and, (4) the quality of any products, services, information or other material purchased or obtained by the Customer through the License Service will meet the Customer's expectation.
- (4) Any material downloaded or otherwise obtained through the use of the License Service is conducted at the Customer's own discretion and risk and that the Customer will be solely responsible for any damage to their computer system or loss of data that results from the download of any such material.
- (5) No advice or information whether oral or written obtained by You from SecureDock or through the License Service shall create any warranty not expressly stated in the License Terms of Use.

## Miscellaneous

### 5.0 Notices

All notices must be in writing and addressed to the attention of the other party's legal department and primary point of contact. Notice will be deemed given: (a) when verified by written receipt if sent by personal courier, overnight courier, or when received if sent by mail without verification of receipt; or (b) when verified by automated receipt or electronic logs if sent by facsimile or email.

### 5.1 Assignment

Neither party may assign or transfer any part of this Agreement without the written consent of the other party, except to an affiliate, but only if: (a) the assignee agrees in writing to be bound by the terms of this Agreement; and (b) the assigning party remains liable for obligations incurred under the Agreement prior to the assignment. Any other attempt to transfer or assign is void.

### 5.2 Change of Control

Upon a change of control (for example, through a stock purchase or sale, merger, or other form of corporate transaction): (a) the party experiencing the change of control will provide written notice

to the other party within thirty (30) days after the change of control; and (b) the other party may immediately terminate this Agreement any time between the change of control and thirty (30) day after it receives the written notice in subsection (a).

### 5.3 Force Majeure

Neither party will be liable for inadequate performance to the extent caused by a condition (for example, natural disaster, act or war or terrorism, riot, labor condition, governmental action, and Internet disturbance) that was beyond the party's reasonable control.

### 5.4 No Waiver

Failure to enforce any provision of this Agreement will not constitute a waiver.

### 5.5 Severability

If any provision of this Agreement is found unenforceable, it and any related provisions will be interpreted to best accomplish the unenforceable provision's essential purpose.

### 5.6 No Agency

The parties are independent contractors, and this Agreement does not create any agency, partnership or joint venture.

### 5.7 No Third-Party Beneficiaries

There are no third-party beneficiaries to this Agreement.

### 5.8 Equitable Relief

Nothing in this Agreement will limit either party's ability to seek equitable relief.

### 5.9 Arbitration

Any controversy or claim arising out of or relating to this contract or the breach thereof will be settled by binding arbitration in accordance with the rules of the Judicial Arbitration Mediation Services in Orange County California (JAMS), and judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The cost of arbitration shall be borne by the losing party or in such proportions as the arbitrator(s) decides.

### 5.10 Attorneys' Fees and Costs

If any action at law or in equity, including an action for declaratory relief, is brought to enforce or interpret the provisions of this agreement, the prevailing party will be entitled to reasonable

attorney's fees, which may be set by the court or arbitrator in the same action or in a separate action brought for that purpose, in addition to any other relief to which that party may be entitled.

#### 5.11 Governing Law

This Agreement is governed by California law, excluding that state's choice of law rules. For any dispute relating to this agreement, the parties consent to personal jurisdiction in, and the exclusive venue of, the courts in Orange County, California.

#### 5.12 Amendments

Any amendment must be in writing and expressly state that it is amending this Agreement.

#### 5.13 Survival

Those provisions that by their nature should survive termination of this Agreement, will survive termination of this Agreement.

#### 5.14 Entire Agreement

This Agreement, and all documents referenced herein, is the parties' entire Agreement relating to its subject and supersedes any prior or contemporaneous Agreements on that subject. The terms located at a URL and referenced in this Agreement are hereby incorporated by this reference.

#### 5.15 Interpretation of Conflicting Terms

If there is a conflict between the documents that make up this Agreement, the documents will control in the following order: The Agreement, and the terms located at any URL.

#### 5.16 Counterparts

The parties may enter into this Agreement in counterparts, including facsimile, PDF or other electronic copies, which taken together will constitute one instrument.

#### 5.17 Copyrights/Trademarks

Blaze Technology, Inc. DBA SecureDock retains full copyright/Trademark ownership, rights, and protection in all material contained on the Website (including all software, HTML code and other codes, or business methods). Except as otherwise expressly provided, you may not copy, distribute, transmit, display, perform, reproduce, publish, license, rewrite, create derivative works from, transfer, or sell any material contained within the License Service and License Content without the prior consent of Blaze Technology, Inc. DBA SecureDock.

None of the material contained on the Site may be reverse-engineered, disassembled, decompiled, transcribed, stored in a retrieval system, translated into any language or computer

language, retransmitted in any form or by any means (electronic, mechanical, photo-reproduction, recordation or otherwise), resold or redistributed without the prior written consent of Blaze Technology, Inc. DBA SecureDock.

#### 5.18 Links

This Website links or may link to other Websites operating by third parties. The inclusion of any link to such sites does not imply endorsement by Blaze Technology, Inc. DBA SecureDock of the site, but is for your reference and convenience only. Blaze Technology, Inc. DBA SecureDock has not reviewed all of the sites linked to this Website and is not responsible for the content or accuracy of any off-site pages or any other sites linked to this Website nor does Blaze Technology, Inc. DBA SecureDock recommend or endorse any products, services, or procedures that may be mentioned on or represented on sites linked to this Website.

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