Alotten Terms of Service

These Terms of Service were last updated on November 9, 2026

IMPORTANT – PLEASE READ CAREFULLY.
These Terms of Service and our Privacy Policy (incorporated herein by reference, and together, the "Agreement"), and any Orders (as defined below) set forth a legal agreement between Alotten, Inc., a Delaware corporation, (either "we", "us", "Company", or "Alotten") and You (either a "Client" or "You"), and govern Your access and use of www.alotten.com (or any subdomain thereof, the "Website"), as well as the Services (as defined below), as applicable.

By placing an Order, accessing the Website, or using the Services, You represent and warrant that you have read and agree to be legally bound by the terms of the Agreement and any such Order. If You do not agree with any of the terms of the Agreement, You may not use the Website or the Services. If You are entering into this Agreement on behalf of, or as a representative of, an organization (for example an organization that you work for or that is your client), You represent and warrant that You are an authorized agent and representative, and have the authority to bind the organization as the "Client" (also "You" herein) to this Agreement and to use the Services on their behalf in accordance with this Agreement and any Orders.

This Agreement contains a mandatory arbitration clause, a limitation of liability clause, a waiver of jury trial, and a waiver of class action relief.

This Agreement may be modified from time to time by Alotten in accordance with Section 29 below. You are required to periodically review this Agreement. You may download this Agreement below for your records, and contact Alotten to request prior versions.

By using or attempting to use the Website or the Services, You certify that You are at least 18 years of age and if You are not, please immediately discontinue Your use of the Website and the Services.

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DEFINITIONS

1. **Defined Terms.** Capitalized terms not otherwise defined in this Agreement have the meanings provided below:

"Authorized User" means an individual (e.g., an employee or customer of Client) who is authorized by the Client (who is a party to an Order) to use the Services, and for whom the Client is responsible for ensuring compliance with this Agreement. The Client is also responsible for all Authorized Users' actions or inactions with respect to the Services. Authorized Users must be (1) employees or contractors of Client or of an affiliate thereof, or (2) employees or contractors of a customer or prospective customer of a Client (such as an employee of a company for whom a Subscriber or Subscription User of Client is providing HR consulting services).

"Alotten Platform" means the cloud-based SaaS software platform providing human resources modules available at app.alotten.com, and described in more detail at www.alotten.com (and may be changed or updated during the term of this Agreement)

"Beta Services" means new products and services that have not been made commercially available, which the Company may offer for a specified amount of time for market testing and improvement purposes.

"Client" means You or the organization for whom you are using the Services.

"Client Data" means all data, information, and other content, in any form or medium that is provided through the use of Services directly or indirectly by the Client or their Authorized Users.

"Documentation" refers to the information and instructions for using Services, which

may be provided from time to time on the Alotten Platform or otherwise by Alotten.

“Fees” means the amounts owed for accessing Services, including subscriptions, which may be specified on an Order (including the information received while logging in or signing up) or other agreement with us in any format (whether online, paper or electronic document, or otherwise).

“Free Services” means any Services that the Company may make available to You free of charge; except that “Free Services” does not include Free-Trial Services or Purchased Services.

“Free-Trial Services” means any Services that the Company may make available to You free of charge for a limited time in order for You to evaluate the Services for a limited time.

“Non-Alotten Products & Services” means any product or service (regardless of whether it is web-based, mobile-based, offline or in any other form) that was not created by or for the Company and is not owned by the Company, and that interoperates with any of the Services or is made available on the Alotten Platform.

“Order” means a (1) Purchase Order (defined below), or (2) any mutually agreed order for Services (such as an Alotten Order Form or statement of work) which refers to this Agreement, includes a description of the Services to be provided, the term, associated Fees and payment information, and any other applicable terms or conditions. Orders may be updated to include additional Services from time to time or may otherwise be revised by mutual agreement of the parties or in accordance with their terms. Orders may be agreed to on our Website or through any other format approved by Alotten (electronic, the Alotten Platform, paper or otherwise). The terms of any Orders are incorporated into this Agreement by reference and may supplement it, but will not otherwise alter or modify the terms of the Agreement unless an Order specifically references a particular Section of this Agreement that is being altered or modified, unless an agreed Order specifically states that its terms control conflicting terms in the Agreement or these Terms of Service.

“Purchase Order” means a purchase of access to the Services by a Client in a means

authorized by the Company. For example, a Purchase Order might be a third-party integration tool where a Client selects the number of Subscription or Authorized Users that it wishes to access the Services (such as via Stripe or similar service). Purchase Orders can also include other methods authorized by the Company on the Website or in the Alotten Platform where a Client can purchase or change access to the Services.

“Purchased Services” means any Services that You have purchased and for which an Order was generated; except that “Purchased Services” does not include Free Services, Free-Trial Services, or Beta Services.

“Services” means the authorized use or access to the Alotten Platform (including the SaaS product, “Alotten Score”), Beta Services, Free Services and Free-Trial Services provided by the Company. Except as otherwise provided herein, the Services include all technology, data, Documentation, and other information therein. The Services are offered solely for business and professional use, and not for personal, household, or consumer use.

“Subscription User” or “Subscriber” means an Authorized User that is an administrative user of the Services with some or more administrative permissions within the Services, such as the ability to add one or more clients or organizations and additional Authorized Users (e.g., companies for whom the Subscriber provides HR consulting services and those companies’ employees). The Client (who is party to an Order) is responsible for ensuring all Subscribers or Subscription Users and all other Authorized Users gaining access through Subscribers or Subscription Users agree to and comply with this Agreement, and for their actions with respect to the Services. Subscription Users or Subscribers must be the Client in an Order, or employees or contractors of that Client.

SERVICES PROVIDED

2. Website:

The Company reserves the right in its sole discretion to (i) amend, modify or withdraw any portion of the Website, or (ii) cease providing all or any portion of the Website, at any time and for any reason. While using the Website, You agree to comply with all applicable

laws, rules and regulations. You may not engage in any unauthorized use, copying, or distribution of any of Website content, including reproducing, displaying, publicly performing, or distributing Website content in any way for any public or commercial purpose.

You also agree You will refrain from engaging in the following conduct or transmitting any of the following when using the Website:

a. Any unlawful, threatening, defamatory, obscene, deceptive, fraudulent, profane or infringing material or any material that could constitute or encourage conduct that would be considered a criminal offense, give rise to civil liability, or otherwise violate any law or right of any third party; or

b. Any other activity that violates the legal rights of others, including without limitation, others' privacy rights or rights of publicity, or harvest or collect personally identifiable information about other users of the Website.

3. Services:
The Company will make the Services available to the Client in accordance with the terms of this Agreement and any applicable Order. The Company reserves the right in its sole discretion to (i) amend, modify or withdraw any portion of the Services at any time for any reason, or (ii) cease providing all or any portion of the Services. In the event any substantial and material portion of Purchased Services is no longer offered, it will be replaced by comparable Services, this Agreement will be terminated, or Client issued a pro rata refund for Fees paid related to such Services, as determined by the Company in its sole discretion.

4. Support:
The Company will provide general, reasonable support for the Services that may be in the form of Documentation, live assistance, videos, or otherwise. Clients may purchase additional support as agreed by the parties.

FEES & PAYMENT

5. Fees for Purchased Services:

a. *Payment.*
The Client will pay all Fees specified in the Order(s) for Purchased Services, and such Fees will be charged or invoiced in advance of the specified period of access for Services. Payment obligations are non-cancelable and Fees paid are non-refundable, except as expressly indicated in this Agreement or an Order. You agree to provide valid payment information, or we may optionally bill You with an invoice, as specified in an Order or otherwise agreed. You authorize the withdrawal of all Fees for all Services as listed in an Order. Unless otherwise stated in an Order, charges shall be made in advance of the use of the Services, either annually or in accordance with any different billing frequency stated in the applicable Order. If paying via an invoice (rather than a direct charge), invoices are issued and such invoiced fees are payable in advance of the use of the Services, within thirty (30) days of the invoice date, or as otherwise provided in an Order. You will not be provided with access to the associated Purchased Services until payment is received (unless the Company consents to provide access prior to receipt of payment). You are responsible for providing accurate billing and contact information related to payments, and also promptly updating any changes to such information. Non-payment is expressly subject to immediate termination for cause and suspension of Services as provided in Section 27.

b. *Overdue Charges and Disputes*.
If any invoiced or due amount for Fees are not received by the Company by the due date, or as otherwise provided in an Order, then without limiting Company's rights or remedies, those charges will be subject to a late payment penalty at the rate of 1.5% of the outstanding balance per month, or the maximum rate permitted by law, whichever is lower. In the event Client in good faith reasonably disputes any charge or any portion of an invoice, Client shall pay the undisputed amounts and submit a written claim to Company that identifies the relevant charge or invoice, and the nature of and basis for the dispute in reasonable detail. **Any disputes related to charges or invoices (or portions thereof) shall be submitted to Company within 30 days of the date of which such charge was incurred or invoice issued, and Client waives the right to dispute any invoice or charge after such time.**

c. *Taxes*.

The Fees or other charges for Services do not include any taxes, levies, duties or other governmental assessments of any kind, including, for example, sales, use, value added, or withholding taxes, assessable by any jurisdiction ("Taxes"). You are responsible for paying all Taxes associated with the Services. If the Company has the legal obligation to pay or collect Taxes for which You are responsible, the Company will include such amounts on the Order or an invoice, and You will include payment for the amount associated with Taxes. For avoidance of doubt, the Company is solely responsible for any taxes assessable against it based on its business including that associated with income, property and employees.

d. *Changes*.
Fees and rates may be modified at any time upon notice to Client, which may include written notification or electronic (either via email or on the Alotten Platform), with such modifications becoming effective (unless otherwise specified by Alotten) on the first day of the calendar month after such notice; provided that any modification will become effective for an Order containing a Subscription Term (defined below) on the first day of the renewal of the Subscription Term, unless otherwise specified.

FREE, TRIAL AND BETA SERVICES

6. Free Services:
If You register for or are otherwise provided any Free Services, the Company will make those Free Services available to You free of charge subject to the terms and conditions of this Agreement. You agree that the Company, in its sole discretion and for any or no reason, may terminate Your access to all or part of the Free Services at any time. You agree that any termination of Your access to the Free Services may be without prior notice, and You agree that the Company will not be liable to You or any third party for such termination.

7. Free-Trial Services:
If You register or agree to any Free-Trial Services, the Company will make those Free-Trial Services available to You on a trial basis free of charge until the earlier of: (a) the end of the free trial period for which You registered to use the applicable Free-Trial Service, (b)

the start date of any Purchased Service(s) ordered by You that is the same or similar to the Free-Trial Services to which You subscribed, or (c) termination of Your access to the Free-Trial Services by the Company which may be done at any time in our sole discretion. Any additional trial terms and conditions in the Order associated with the Free-Trial Services are incorporated into this Agreement by reference herein and are legally binding.

8. Beta Services:

From time to time, the Company may make Beta Services available to You. You may choose to try such Beta Services at Your sole risk. Beta Services are intended for evaluation purposes only and not for production use, are not supported, and may be subject to additional terms. All Beta Services and documentation related thereto are considered Confidential Information under this Agreement. The Company may discontinue Beta Services at any time in the Company's sole discretion and there is no guarantee that the Company will ever make any products or services associated with such Beta Services available. The Company will have no liability for any harm or damage arising out of or in connection with a Beta Service.

LICENSES AND INTELLECTUAL PROPERTY

9. Licenses & Ownership:

The Website and Services are licensed and the Company retains ownership of and reserves all rights to the Website and Services not expressly granted to the Client, including all intellectual property rights in and to the Website and the Services. The Company grants to the Client during the Term a limited, non-exclusive, non-transferable and non-assignable right to access and use the Website, Services and Documentation solely for Client's own internal business purposes and subject to the terms and conditions of, and except as otherwise provided in, this Agreement and any applicable Order. As between the parties, the Client acknowledges that the Website and the Services, any copies or derivative works, compilations, and collective works of the Website or Services, and any know-how and trade secrets related to the Website or Services are the sole and exclusive property of the Company and contain the Company's Confidential Information and proprietary materials. Client understands that the Website

and Services include all technology, Documentation, data and information therein, whether created or licensed by the Company (other than the Client Data, as between the Company and the Client, which is addressed below).

Notwithstanding anything to the contrary herein, Company retains all right, title, and interest in and to the Services, Documentation, questionnaires, templates, workflows, scoring methodologies, benchmarks, dashboards, report formats, models, know-how, derivative works, and all improvements thereto. To the extent any output generated by the Services contains Company intellectual property together with Client Data, Company grants Client a limited, non-exclusive, non-transferable license during the Term solely for Client's internal business purposes to use such output, subject to this Agreement. No ownership in the Services or Company intellectual property transfers to Client by reason of any output or report.

10. Services – Client Data & Logo Licenses:

With respect to use of the Services, the Client hereby grants to the Company a worldwide, perpetual, and royalty free, license to the Client Data to host, copy, transmit, anonymize, aggregate, display and take any other action reasonably necessary (i) to provide the Services to Client and (ii) for similar services or other legitimate business purposes provided to Client or others, provided that, in such cases, the Client Data is aggregated or de-identified in a manner that does not allow such data to be separated from the aggregate data and identified as originating from Client. For avoidance of doubt, this license to Client Data shall survive the termination of this Agreement and termination of any relationship between Client and Company. Client confirms and agrees that Client has all necessary legal and contractual rights and authority to provide such Client Data and license to Company. All Client Data shall be handled in accordance with Alotten's Privacy Policy.

Client consents to Company's use of Client's name, logo and trademark to use on its website or other Company materials to refer to Client as a Company client.

11. Feedback and Ideas:

We welcome Your ideas, requests, comments or other feedback ("Feedback") to us regarding Services or our business. You represent and warrant that such Feedback does

not infringe or violate the intellectual property or other rights of any third party and You agree that we can use any of Your Feedback without limitation and without any compensation to You. Unless we agree otherwise, You are not obligated to provide Feedback, nor are we obligated to take action on any Feedback.

USAGE AND USER LIMITATIONS AND REQUIREMENTS

12. Usage Limits & User Requirements:
The Services are subject to the limits, as may be specified in the Order, as to the number and Fees associated for Authorized Users or Subscription Users (or Subscribers) who may access the Services. Additional limitations regarding Subscription Users and Authorized Users are contained in their respective definitions in this Agreement. The number of Subscription Users, Subscribers, or Authorized Users may not exceed the number specified in the applicable Order. Client will at all times ensure that:

a. Authorized Users keep their login information used to access the Services confidential at all times and only the applicable Authorized User of an account may access such account;

b. All terminated employees who were Authorized Users are promptly terminated or removed from within the Alotten Platform or otherwise reported to the Company;

c. Authorized Users are required to access the Services, including related network, systems, or application, only through encrypted connections (if not controlled at the Company application-level);

d. Authorized Users are required to maintain up-to-date operating systems, patching and active anti-malware on the end-user devices used to connect to the Services; and

e. It will notify Company within 48 hours of any security incident that could have implications to Company or the Services (e.g., Authorized User credentials are compromised, Authorized User's laptop is stolen, Client's network is

compromised including by malware worm or ransomware, etc.).

13. Client & Authorized User Restrictions:

The Client will not, and will not allow any Authorized User or any third party to:

a. Sell, resell, license or otherwise provide or make the Services (or Documentation) available to, or use the Website or Services for the benefit of, anyone other than the Client,

b. Use the Website or Services to store or transmit data or information, or otherwise use the Services, in violation of law or third-party privacy rights,

c. Use the Website or Services to store or transmit malicious code,

d. Interfere with or disrupt the integrity or performance of the Website or Services or any data contained therein,

e. Attempt to gain unauthorized access to the Website or Services or its related systems or networks,

f. Permit direct or indirect access to or use of the Website or Services in a way that circumvents a usage limit,

g. Copy the Website or Services (or Documentation) or any part, feature, function or user interface thereof,

h. Access the Website or Services for the purpose of monitoring availability or functionality, benchmarking, or otherwise assist with the creation and/or evaluation of any service competitive with the Website or Services,

i. Reverse engineer, decompile, disassemble, or translate the Website or Services (to the extent such restriction is permitted by law), or

j. Access the Services or Website for the purpose of competing with the Company or creating or offering any competitive service or product (or to otherwise improve any such competing product or service).

14. Your Additional Responsibilities:

You (a) will be responsible for Your and Your Authorized Users' compliance with this Agreement, associated Orders and applicable laws and regulations as well as not infringing on any third-party rights with respect to Your obligations under this Agreement and the Client Data, (b) ensure the accuracy, quality and legality of the Client Data that You input to the Services and the means by which You acquired and shared such data with the Company, (c) use reasonable efforts to prevent unauthorized access to or use of the Services, and notify the Company promptly of any such unauthorized access or use, (d) use the Services only in accordance with this Agreement for Your legitimate business purposes, (e) provide the Company with the data, documents and answers that we request in connection with the Services, (f) comply with terms of service of any Non-Alotten Products & Services with which You use such services, (g) have provided, and will continue to provide, all notices and obtain and maintain all consents, permissions, authorizations, and other rights necessary for Company to process Client Data as contemplated by this Agreement, and (h) will not submit to the Services any data subject to special or heightened legal or regulatory requirements, including without limitation protected health information, biometric identifiers, social security numbers, financial account numbers, payment card data, or criminal background data, except to the extent expressly authorized in writing by Company and supported by the Services.

CLIENT DATA AND EXPORT CONTROLS

15. Protection of Client Data

The Company will maintain technical and organizational safeguards for reasonable protection of the security and confidentiality of the Client Data. Those safeguards will include, but will not be limited to, measures for preventing access, use, modification or disclosure of the Client Data by the Company's personnel or any third-party, except (a) to provide, support and improve the Services, and prevent or address service or technical problems, (b) as compelled by law, or (c) as otherwise permitted herein or in our Privacy Policy. The Company shall exercise commercially reasonable efforts to prevent unauthorized exposure or disclosure of Client Data.

16. Backup of Client Data

You are solely responsible for maintaining a backup of Client Data on a periodic basis and for extracting the most up to date version of Client Data from the Services prior to the termination of Your access to the Services for any reason; provided that, except in the case of non-payment for Services, if the Company terminates Your access, the Company will provide You a reasonable time period in which to retrieve Client Data.

17. Usage of Data

The Company may use data gathered and derived from Client's use of the Services for purposes of monitoring, developing, improving and providing the Services, subject to the confidentiality provisions of this Agreement and the Privacy Policy.

18. Export Controls

Some software from this Website or the Services may be subject to export controls imposed by the United States of America and may not be downloaded or otherwise exported or re-exported: (a) into (or to a national resident of) any country to which the U.S. has placed an embargo; (b) to anyone on the U.S. Treasury Department's Specially Designated Nationals list; or (c) the U.S. Commerce Department's Table of Denial Orders. You represent and warrant that You are not located in, or under the control of, or a national of any such country or on any such list ("Prohibited Users"), or using the Services on behalf of any Prohibited Users.

OTHER PROVIDERS

19. Non-Alotten Providers

Any usage by You of Non-Alotten Products & Services, and any exchange of data between You and any Non-Alotten Products & Services provider in relation to any such third-party product or service, is solely between You and the applicable provider. The Company does not warrant or support, and is not liable or responsible for, any Non-Alotten Products & Services or any data or information You exchanged with the provider of such Non-Alotten Products & Services or the Non-Alotten Products & Services, whether or not such Non-Alotten Products & Services are designated by the Company as interoperable with the Services, unless expressly provided to the contrary in an Order. If You choose to use any Non-Alotten Products & Services in conjunction with one or more of the Services, You grant the Company permission to allow the provider of the Non-Alotten Products & Services to access Client Data through such Non-Alotten Products & Services as required for the interoperation of such Non-Alotten Products & Services with the Services.

CONFIDENTIAL INFORMATION

20. Confidentiality

a. "Confidential Information" means the confidential information provided or made available by one party (the "Disclosing Party") to the other party (the "Receiving Party"), which is marked "confidential" or "proprietary" at the time of disclosure by the Disclosing Party, or by its nature or content would reasonably be considered confidential under the circumstances, including without limitation, information (tangible or intangible) regarding a party's actual or anticipated business, technology, strategy, employees and contractors, operations and customer or partner information. Confidential Information of Company includes confidential aspects of the Services, including its functionality, non-public documentation or marketing materials, processes, pricing, and any roadmap related information.

b. Each party agrees: (i) to use the Confidential Information of the other party (the "Disclosing Party") only in accordance with the terms and conditions of this Agreement and related business purposes; (ii) to use the same degree of care it utilizes to protect its own confidential information, but in no event less than reasonable care in compliance with applicable laws and regulations, and (iii) to only disclose Confidential Information to employees, agents, affiliates and subcontractors with a need to know, and to its auditors and legal counsel, in each case, who are under an obligation to keep such information confidential, using standards of confidentiality not less restrictive than those required by this Agreement.

c. Each party may disclose Confidential Information of the other party to the extent compelled by law to do so, provided that prior notice of the compelled disclosure (to the extent legally permitted) and reasonable assistance, is given if the party wishes to contest the disclosure.

d. Confidential Information shall not include any information that (i) is or becomes known to the general public under circumstances involving no breach of any known confidentiality obligation, (ii) is generally disclosed to third parties by the Disclosing Party without restriction on such third parties, or (iii) is approved for

release by written authorization of the Disclosing Party.

INDEMNITY

21. Indemnification

a. The Company has the obligation and right at its expense to defend the Client against any claim, demand, suit or proceeding made or brought against the Client by a third party to the extent arising from the Services' infringement or misappropriation of such third party's intellectual property rights, and will indemnify the Client from damages, attorney fees and costs finally awarded against the Client as a result of, or for amounts paid by the Client under a court-approved settlement of, such claim. If the Company receives information about such a claim of infringement or misappropriation by the Services, the Company may in its discretion and at no cost to the Client (i) modify the Services so that it no longer infringes or misappropriates, without breaching the Company's warranties, (ii) obtain a license for the Client's continued use of the Services in accordance with this Agreement, or (iii) terminate the Client's subscriptions for the Services. The above defense and indemnification obligations are Company's sole obligation and Your exclusive remedy with regard to third party claims, and do not apply to the extent a claim arises from the Client's or its Authorized User's negligence, misconduct, or breach of this Agreement, nor to any materials, products or services not provided by Alotten.

b. The Client will defend the Company against all claims, demands, suits or proceedings made or brought against the Company by a third party to the extent caused by (i) Client Data, (ii) Client's or its Authorized User's unauthorized use of the Services or any (whether or not authorized) use of the results of the Services, (iii) breach of this Agreement, (iv) infringement or misappropriation of any third party's rights by Client, (v) violation of applicable law, (vi) the inaccuracy, incompleteness, or illegality of any Client Data or inputs provided by Client or its Authorized Users, or (vii) Client's or any Authorized User's misrepresentation, mischaracterization, or misuse of any scores, assessments, reports, outputs, or other results of the Services to any third party, including but not limited to representing such outputs as a certification, audit, attestation, or guarantee of compliance; and will indemnify the Company from

damages, attorney fees and costs finally awarded against the Company as a result of, or for any amounts paid by the Company under a court-approved settlement, of such claim.

c. The foregoing indemnity obligations are conditioned on the party seeking indemnification: (i) promptly notifying the other party in writing of such claim; (ii) giving the other party sole control of the defense thereof and any related settlement negotiations; and (iii) cooperating and, at other party's request and expense, assisting in such defense. The indemnifying party may not settle, compromise or resolve a claim without the consent of the indemnified party, if such settlement, compromise or resolution causes or requires an admission or finding of guilt against the indemnified party, imposes any monetary damages against the indemnified party, or does not fully release the indemnified party from liability with respect to the claim.

DISCLAIMERS, WAIVERS, AND LIMITATION OF LIABILITY

22. DISCLAIMERS OF WARRANTY AND INDEMNITY.

EXCEPT AS OTHERWISE EXPRESSLY PROVIDED FOR IN THIS AGREEMENT:

(1) THE SERVICES AND ANY OTHER MATERIALS, SOFTWARE AND/OR INFORMATION PROVIDED BY THE COMPANY ARE PROVIDED "AS IS," "AS AVAILABLE," AND WITH ALL FAULTS, AND THE COMPANY HEREBY EXPRESSLY DISCLAIMS ALL REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, WITH REGARD TO THE WEBSITE AND SERVICES OR THIS AGREEMENT, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR ANY IMPLIED WARRANTIES ARISING OUT OF USAGE OF TRADE, COURSE OF DEALING OR COURSE OF PERFORMANCE;

(2) WITHOUT LIMITING THE FOREGOING, THE COMPANY MAKES NO WARRANTY OR REPRESENTATION THAT ANY SCORES, ASSESSMENTS, REPORTS, RECOMMENDATIONS, DASHBOARDS, ANALYSES, OR OTHER OUTPUTS GENERATED BY THE SERVICES WILL BE ACCURATE, COMPLETE, RELIABLE, OR FIT FOR ANY PARTICULAR PURPOSE. THE COMPANY DOES NOT WARRANT THAT THE SERVICES WILL IDENTIFY ALL AREAS OF RISK, COMPLIANCE EXPOSURE, OR STRATEGIC OPPORTUNITY, OR BE USABLE FOR ANY

RELATED PURPOSES, AND THE COMPANY SHALL NOT BE LIABLE FOR ANY FAILURE OF THE SERVICES TO IDENTIFY (OR MISIDENTIFY) OR FLAG ANY SUCH MATTER; AND

(3) ALOTTEN SHALL HAVE NO OBLIGATION TO INDEMNIFY, DEFEND, OR HOLD HARMLESS ANY PARTY IN CONNECTION TO ANY CLAIMS RELATED TO THIS AGREEMENT OR THE SERVICES.

23. LIMITATION OF LIABILITY

CLIENT (AND ALL USERS) AGREE TO THE FOLLOWING:

a. REMEDIES PROHIBITED.

IN NO EVENT SHALL THE COMPANY BE LIABLE TO THE CLIENT, ANY AUTHORIZED USER, OR ANY THIRD PARTY, FOR ANY LOST REVENUE, PROFIT, GOODWILL OR DATA, BUSINESS INTERRUPTION, REGULATORY FINES OR PENALTIES, OR FOR ANY INDIRECT, SPECIAL, CONSEQUENTIAL, INCIDENTAL, OR PUNITIVE DAMAGES, HOWEVER CAUSED AND REGARDLESS OF THE THEORY OF LIABILITY, ARISING OUT OF THE USE OF OR INABILITY TO USE THE SERVICES OR THIS AGREEMENT EVEN IF THE COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. WITHOUT LIMITING THE FOREGOING, THE COMPANY SHALL NOT BE LIABLE FOR ANY DECISION MADE, OR ACTION TAKEN OR NOT TAKEN, BY CLIENT, ANY AUTHORIZED USER, OR ANY THIRD PARTY IN RELIANCE ON ANY SCORE, ASSESSMENT, REPORT, RECOMMENDATION, ANALYSIS, OR OTHER OUTPUT OR RECOMMENDATION OF THE SERVICES. THE FOREGOING DISCLAIMER SHALL NOT APPLY TO THE EXTENT PROHIBITED BY APPLICABLE LAW.

b. DAMAGES LIMITATIONS.

IN NO EVENT SHALL THE COMPANY'S LIABILITY FOR ANY AND ALL CLAIMS ARISING OUT OF OR RELATED TO THIS AGREEMENT (INCLUDING ANY INDEMNITY OBLIGATIONS) OR ANY RELATED ALOTTEN SERVICES WHETHER IN CONTRACT, WARRANTY, TORT OR UNDER ANY OTHER THEORY OF LIABILITY, EXCEED IN THE AGGREGATE THE AMOUNT PAID FOR SERVICES TO COMPANY BY THE CLIENT OR PARTY MAKING SUCH CLAIM(S), FOR THE TWELVE (12) MONTHS PRECEDING THE FIRST INCIDENT GIVING RISE TO SUCH CLAIM(S). FOR AVOIDANCE OF DOUBT, THE COMPANY SHALL HAVE NO LIABILITY WHATSOEVER, REGARDLESS OF THE NATURE OF ANY CLAIM OR DAMAGES ALLEGED, WITH RESPECT TO (1) BETA SERVICES, FREE SERVICES OR FREE-TRIAL SERVICES, OR (2) ANY USER, PARTY, OR CLIENT WHO ACCESSES OR USES THE SERVICES (OR OTHERWISE MAKES A CLAIM) WITHOUT

PAYMENT.

c. MAXIMUM LEGAL EFFECT.

THE EXCLUSIONS AND LIMITATIONS OF THIS SECTION APPLY TO THE MAXIMUM EXTENT PERMITTED BY LAW.

d. LIMITATIONS PERIOD.

TO THE MAXIMUM EXTENT PERMITTED BY LAW, ANY CLAIM OR CAUSE OF ACTION ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE SERVICES MUST BE BROUGHT WITHIN ONE (1) YEAR AFTER THE CLAIM OR CAUSE OF ACTION ACCRUES, EXCEPT FOR CLAIMS FOR UNPAID FEES OR CLAIMS THAT CANNOT LEGALLY BE LIMITED BY CONTRACT.

24. WAIVER OF TRIAL BY JURY

THE PARTIES KNOWINGLY AND WILLINGLY EACH WAIVE THEIR RESPECTIVE RIGHTS TO A TRIAL BY JURY OF ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY, IN ANY ACTION, PROCEEDING OR OTHER LITIGATION OF ANY TYPE BROUGHT BY ANY OF THE PARTIES AGAINST ANY OTHER PARTY OR PARTIES, WHETHER WITH RESPECT TO CONTRACT CLAIMS, TORT CLAIMS, OR OTHERWISE.

25. WAIVER OF CLASS ACTION TYPE RELIEF

ALL CLAIMS BROUGHT BY CLIENT OR ANY USER MUST BE BROUGHT IN THE CLIENT'S OR USER'S INDIVIDUAL CAPACITY, AND NOT AS A CLASS MEMBER OR PLAINTIFF IN ANY PURPORTED CLASS ACTION, COLLECTIVE ACTION, PRIVATE ATTORNEY GENERAL ACTION OR OTHER REPRESENTATIVE PROCEEDING. THIS WAIVER APPLIES TO CLASS ARBITRATION, AND, UNLESS THE COMPANY AGREES OTHERWISE, THE ARBITRATOR MAY NOT CONSOLIDATE MORE THAN ONE CLIENT'S OR USER'S CLAIMS.

TERM & TERMINATION

26. Term

This Agreement commences on the date You first accessed the Website or Services (or as otherwise provided in the Order with respect to Services specified in such Order) and

lasts during Your use of the Website and, as applicable, until all subscriptions to Services have expired or have been terminated by either party ("Term").

The Term of each subscription ("Subscription Term") for Purchased Services associated with this Agreement shall be as specified in the applicable Order. Except as otherwise specified in an Order, subscriptions for Services will automatically renew for additional periods equal to the Subscription Term ("Renewal Term"), unless terminated in accordance with Section 27. If no Subscription Term is indicated in an Order, such Subscription Term is a twelve (12) month period.

27. Termination

a. For Cause.

In the event of a material breach of this Agreement by one party, the other party may immediately terminate this Agreement if, after 20 days following notice of a breach, the breaching party has not cured the breach. **However, in the event of non-payment for Services, Alotten may immediately suspend all performance without notice.** Either party may immediately terminate this Agreement upon written notice to the other party in the event: (i) the other party files a petition for bankruptcy or is adjudicated to be bankrupt; (ii) a petition in bankruptcy is filed against the other party and the petition is not dismissed within 60 calendar days; (iii) the other party becomes insolvent or makes an assignment for the benefit of its creditors or an arrangement for its creditors pursuant to any bankruptcy or other similar law; (iv) the other party discontinues its business; or (v) a receiver is appointed for the other party or its business.

b. For Convenience

i. **By Client.**

Client may terminate this Agreement by providing notice of non-renewal or termination at least thirty (30) days prior to the end of a Subscription Term or any Renewal Term.

ii. **By Company.**

The Company can terminate this Agreement or access to any Service (or any part thereof) for any reason and immediately revoke Client's access following notice (which may be electronically, via email, on the Website, or in the Alotten Platform),

in which case Company will provide a pro rata refund to Client for any previously paid for Purchased Services remaining on the Subscription Term or any Renewal Term.

c. Procedure at Termination

After the effective date of termination, Alotten shall have the right to delete all remaining Client Data. Termination shall not relieve Client of its payment obligations incurred prior to termination. Any amounts paid by Client shall not be refunded except as otherwise expressly authorized in this Agreement.

d. Survival

The following Sections of these Terms of Service shall survive termination of this Agreement: Sections 1, 5, 9-11, 13-17, 19-25, 28, and 30.

ARBITRATION

28. Dispute Resolution

In connection with any dispute arising from or related to this Agreement (or the Services), the parties agree that any dispute, claim, or controversy arising out of or relating to this Agreement shall be resolved solely and exclusively through negotiation and binding arbitration conducted in accordance with the procedures specified below, and the parties waive any right to bring such claims in court except as necessary to compel arbitration or enforce an arbitration award; **however, nothing in this Section shall prevent either party from seeking temporary, preliminary, or other equitable or injunctive relief in a court of competent jurisdiction to (1) prevent actual or threatened misuse, misappropriation, or infringement of intellectual property, or (2) prevent misuse or unauthorized use (or access) to the Services.**

a. Negotiation

To commence resolution of a dispute, either party may send written notice (“Notice”) to the other party containing a concise summary of the dispute and requesting negotiations. Within seven (7) days following receipt of such Notice by the other party,

each party will make such investigation as each deems appropriate and will promptly, but in no event later than thirty (30) days from the date of the Notice, communicate to attempt to resolve the dispute. If the dispute has not been resolved within forty-five (45) days of the first communication between the parties in furtherance of resolving the dispute, an arbitration proceeding may be commenced by either party.

b. Arbitration

Arbitration shall commence upon written notice ("Arbitration Notice") by either party to the other and to the Judicial Arbitration and Mediation Services, Inc. ("JAMS"). Such dispute shall be conducted before a single arbitrator. Such arbitrator shall be a lawyer knowledgeable and experienced in the field of software licensing, and shall not be affiliated with either party, or otherwise have any current or previous relationship or association with either party. Each party shall designate in writing a list of potential arbitrators within thirty (30) days of the Arbitration Notice. The parties consent to use any arbitrator whose name appears on both parties' list of potential arbitrators, subject to the arbitrator's availability. If no arbitrator appears on both parties' lists, or if the parties cannot agree on an arbitrator within sixty (60) days of the Arbitration Notice, the arbitrator shall be selected by the office of the JAMS in Travis County, Texas. After an arbitrator is selected, the parties shall promptly consult with the arbitrator to determine the details of the arbitration process including a schedule and the dates and location of the arbitration hearing. The arbitrator's decision shall be final and legally binding on both parties and judgment may be entered thereon. Unless provided otherwise herein, the arbitration shall be governed by the applicable JAMS rules, including the Comprehensive Arbitration Rules and Procedures, applicable at the time of the Notice of Arbitration. Each party shall be responsible for its share of the costs of the arbitration hearing as specified in the JAMS rules. In the event a party fails to participate in the arbitration after having been provided Notice, unsuccessfully challenges the arbitrator's decision, or fails to comply with the arbitrator's decision, the other party is entitled to costs of the associated litigation, including reasonable attorney's fees for having to compel arbitration or defend or enforce the award.

AMENDING OR MODIFYING THIS AGREEMENT

29. Amendments

Alotten may modify this Agreement (including both these Terms of Service and the Privacy Policy) by providing notice to Client. Notice in this Section may be provided in writing, electronically (either via email or on the Alotten Platform), or by posting an updated version of this Agreement to the Website.

Unless otherwise specified by Alotten, changes to this Agreement become effective on the first day of the calendar month following the date of such notice if Client has no Subscription Term, otherwise, the first day of renewal of the current Subscription Term. Changes to the Privacy Policy are effective upon notice, unless otherwise specified. Continued use of the Website or Services after the effective date of such notice constitutes Client's acceptance of the modifications and amendment of this Agreement.

Any Order may be amended or supplemented as agreed by Client and Alotten in writing (including electronically).

MISCELLANEOUS PROVISIONS

30. Miscellaneous

a. Choice of Law

This Agreement and all its parts are governed by the laws of the State of Texas, without reference to its principles of conflicts of laws. The U.N. Convention on Contracts for the International Sale of Goods and the Uniform Computer Information Transaction Act (UCITA) do not apply.

b. Notices

Except as specifically provided in this Agreement, any notices provided to the Company shall be sent by email to notices@alotten.com, and if to Client, to either the email or physical address provided by Client to Company when agreeing to the Services. Either party may change the address by providing notice to the other party pursuant to this Section, effective seven (7) days after delivery.

c. Assignment

The Company may freely assign this Agreement, without consent. The Client may not assign this Agreement without the written permission of the Company, except to an acquiror of Client (other than to a competitor of Company).

d. No Legal Advice

Alotten is not engaged in the practice of law or the business of rendering legal advice, and neither Alotten nor the Services should be relied upon as such. No legal advice or legal services are provided by Alotten, any Alotten personnel, nor via the Services. The results or information provided by the Services also do not constitute legal advice. If legal advice or services are required, Client (or any user of Services) should seek the advice and services of a competent licensed attorney. Client (and any user of Services) acknowledges that it has not and will not rely on Alotten for legal advice nor engaged Alotten or any Alotten personnel as an attorney.

e. No Reliance

Client (and any user) acknowledges and agrees that all data, outputs, recommendations, analyses, reports, and other information generated, displayed, or provided by the Alotten Platform, software, or Services ("Software Information") are provided solely as general informational tools. Client acknowledges and agrees that the Services, and all Software Information are tools intended to assist Client with general strategic, operational, and compliance-related analysis. The Services (and use of the Alotten Platform) do not guarantee legal compliance, regulatory compliance, audit readiness, or any particular business, legal, financial, or employment outcome. Alotten does not warrant the accuracy, completeness, or applicability of any Software Information, and Client (and any user) shall not rely on the Services, software, any Software Information as the basis for any decision.

f. Independent Analysis and Judgement

Client (and any user) is solely responsible for conducting its own independent evaluation, verification, investigation, and analysis of all Software Information and for exercising its own professional judgment when using the software or Services. Client (and any user) agrees that it will not substitute the Services, software, or any Software Information for its own expertise, analysis, or decision-making. Client (and any user) is solely responsible for reviewing, validating, and determining whether and how to

use any Software Information, and is solely responsible for its own employment decisions, labor practices, workplace safety, and compliance with all applicable local, state, and federal laws and regulations. Client shall not use the Services or any output as the sole basis for any employment, compensation, discipline, termination, classification, leave, benefits, audit, or related compliance decision.

g. No Certification, Audit, or Attestation.

The Services (including but not limited to scores, assessments, reports, and recommendations, and also including the Alotten Platform), do not constitute and shall not be construed as an audit, certification, attestation, or guarantee of compliance with any federal, state, local, or international law, regulation, ordinance, or standard. A favorable or unfavorable score or assessment does not indicate or certify that Client is or is not in compliance with any applicable law or regulation. Client shall not represent any Service output (or of the Alotten Platform) to any third party — including but not limited to regulators, investors, acquirors, boards of directors, or employees — as a certification or attestation of compliance or strategic adequacy.

h. Severability

If any portion or section of this Agreement is found to be void or unenforceable, the remaining provisions of this Agreement shall remain in full force and effect.

i. No Third-Party Beneficiaries

This Agreement is for the benefit of, and is enforceable only by, Alotten and Client. There are no third-party beneficiaries who may enforce this Agreement or any part thereof.

j. No Waiver

No waiver of any rights arising under this Agreement shall be effective unless in writing and signed by a duly authorized signatory of the party against whom the waiver is to be enforced. Except as expressly provided in this Agreement, no failure or delay by either party in exercising any right, power or remedy under this Agreement shall operate as a waiver of any such right, power or remedy.

k. Independent Parties

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

l. Force Majeure.

Company is not responsible for any delay or failure to meet its obligations under this Agreement if the delay or failure is caused by an event outside Company's reasonable control ("Force Majeure Event"). Force Majeure Events include, but are not limited to: fire; flood; storm; natural disasters; extreme weather; explosions; acts of God; action, order, or decree of any governmental, civil, or military authority; insurrection; acts of war; vandalism; terrorism; criminal acts by third parties; hackers; denial-of-service or other cyberattacks; ransomware; epidemic or pandemic; quarantine restrictions; public health emergencies; labor disputes, strikes, or labor shortages; supply-chain disruptions; material shortages; power outages; utility failures; failures of internet or telecommunications providers; failures of hosting providers or data centers; transportation interruptions; or embargoes.

m. Headings and Titles

The heading and any section titles (including any indices) in this Agreement are for reference and convenience only, and shall not affect the interpretation thereof.

n. Entire Agreement

This Agreement (including the Privacy Policy and any Orders) constitutes the entire agreement between the parties with respect to the Website and Services and supersedes all prior agreements, proposals, representations and undertakings between the parties in relation to the subject matter hereof (whether written or oral) and may not be modified or amended by the Client or any other party without the prior written consent of the Company. Neither party has relied on any representation or promise not expressed in this Agreement in deciding to enter this Agreement.

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