

TERMS OF SERVICE AND END USER LICENSE AGREEMENT

PLEASE READ THIS AGREEMENT CAREFULLY. BY USING ALL OR ANY PORTION OF POSTERELITE SERVICES, POWERED BY ELITE BUSINESS VENTURES INC. ("PosterElite"), PROVIDED BY PRIMEPAY, LLC AND ITS SUBSIDIARIES, AFFILIATES, PROVIDERS AND LICENSORS (COLLECTIVELY, "PrimePay"), YOU ACCEPT ALL THE TERMS AND CONDITIONS OF THIS SERVICE AND LICENSE AGREEMENT. YOU AGREE THAT THE TERMS OF THIS AGREEMENT ARE ENFORCEABLE LIKE ANY OTHER WRITTEN NEGOTIATED AGREEMENT SIGNED BY YOU. THIS IS A BINDING CONTRACT FOR THE APPLICABLE TERM INDICATED IN YOUR APPLICATION OR PRICE QUOTE. BY ACCEPTING THE INITIAL PRODUCT, YOU WILL HAVE ACCESS TO POSTERELITE UPDATES AT ANY TIME YOU CHOOSE DURING THE APPLICABLE TERM.

1. Definition of Terms.

- 1.1 **"Agreement."** All references to this "Agreement" or "Addendum" will mean this PosterElite Terms of Service and End User License Agreement.
- 1.2 **"Product."** All reference to "Product" will include PosterElite poster, and related solutions provided by PosterElite or its affiliates.
- 1.3 **"You," "Your," "Client" and "Licensee."** All references to "you," "your," "Client" and "Licensee" will mean you and the business entity for which you are ordering Products.

2. PosterElite Services.

- 2.1 **Nature of Service.** PosterElite creates posters designed to comply with State and Federal labor law workplace notice requirements, assists in identifying particular postings and can also include information on industry specific notices or notices required by employers operating a business with a particular number of employees.
- 2.2 **Client Authority.** You certify that the person or persons that you, the Client, designate to accept this Agreement, are authorized to utilize PosterElite Services.
- 2.3 **Client Responsibilities.** You are responsible for the proper display of any Product in a conspicuous place where all employees can view the Product, as per applicable labor law standards.
- 2.4 **Charges.** The charges are based on the number of Products selected. You agree that the funds representing the total amount due for all applicable PrimePay services must be paid timely or on deposit in your designated bank account in collectible form and in sufficient amount on the day the PrimePay EFT charge is initiated. If sufficient funds are not available upon presentation of PrimePay's EFT charge to your bank account, PrimePay may take such action as it deems appropriate and consistent with this or any other agreement with Client.
- 2.5 **Regulatory Fees.** In the event that you are subjected to any form of government or regulatory fees or charges related to PosterElite services, then such charges will be your responsibility.
- 2.6 **Indemnity.** You, the Client, shall indemnify, defend and hold PrimePay harmless from and against any and all liabilities, claims, penalties, damages, forfeitures, suits, and the costs and expenses incident thereto (including the costs and expenses of defense, settlement and reasonable attorneys' fees), arising from or alleged to have arisen from the performance of PosterElite Products, except to the extent such liability, claims, damages, costs or expenses arise from the negligence or willful misconduct of PrimePay, or any breach of this Agreement by PrimePay.

3. Grant of License and License Term.

- 3.1 **Term.** As long as (a) you comply with the terms of this Addendum, and (b) PrimePay continues to offer its clients access to PosterElite services and further provided that you remain current in the payment of your Charges and any other payments owed to PrimePay, PrimePay grants you a non-exclusive, non-transferable, non-assignable, limited license to use the Products as set forth in this Agreement for your

internal business needs only during the 12-month period beginning with the date on which you first accept these Terms of Service. **In the absence of termination under Section 4 below, this License will renew automatically for successive one-year periods unless either you or PrimePay gives advance written notice of non-renewal prior to the end of the initial term or any renewal term.**

4. Termination.

- 4.1** PrimePay may terminate this Agreement and your right to receive any further Products if PrimePay determines, at any time, that the provisions of this Agreement have been violated provided that PrimePay gives you written or electronic notice of such termination.
- 4.2** Violation of PrimePay's intellectual property rights is the basis for immediate termination of this Agreement, which is in addition to and not in lieu of any other remedies available to PrimePay at law or in equity. In the event that this Agreement is terminated pursuant to this provision, you agree to immediately discontinue your use of all Products.
- 4.3** PrimePay may terminate this Agreement by giving 60-day advance written notice if PrimePay determines for any reason that it will not offer continued access to PosterElite Products.

- 5. Permitted Uses of Products.** You are entitled to access Products from PrimePay only during the term of this Agreement. You may utilize the Products for your own internal use only in the normal course of your business. This Agreement only provides you with access to PosterElite and its Products.

6. Limitations on Use.

- 6.1** You shall not: (i) rent, lease, sublicense, distribute, transfer, copy, reproduce, display, modify or timeshare the Products or any portion thereof; (ii) distribute, sell or otherwise transfer, in whole or in part, the Products; or (iii) demonstrate or disclose the Products to any third party without PrimePay's prior written consent. You shall immediately notify PrimePay of any compromise of any secured password of which you become aware and shall reasonably cooperate with PrimePay to protect its rights.
- 6.2** Instructional guides and materials are provided solely to support your authorized use of the Products. Products may not be used in any manner, except as expressly permitted under this Agreement. You may not copy, modify, adapt, translate, reverse engineer, decompile, disassemble, create competitor products, or create derivative works based on the Products, or the written materials provided with or derived from the Products, without prior written consent of PrimePay and you shall not delete any proprietary designations, legal notices or other identifiers belonging to third parties from any Products. You shall not sell, assign, disclose, furnish, or redistribute any Product to any other person, firm, corporation, or entity.
- 6.3** While this Agreement is in effect, you may not use and/or permit any other party to use the Products for any illegal purposes.

6.4 Limitation of Liability:

6.4.1 EXCEPT FOR THE \$25,000 'FINE-REIMBURSEMENT' [GUARANTEE](#) SOLELY PROVIDED BY POSTERELITE, THE PRODUCT IS PROVIDED "AS IS" AND NEITHER PRIMEPAY NOR ANY THIRD PARTY OR OTHER AFFILIATE PROVIDER MAKES ANY WARRANTY OR REPRESENTATION, EITHER EXPRESS OR IMPLIED, WITH RESPECT TO ANY PRODUCT PROVIDED, INCLUDING ITS QUALITY, ACCURACY, PERFORMANCE, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE. YOU ASSUME THE ENTIRE RISK AS TO THE RESULTS, USE, AND PERFORMANCE OF THE PRODUCTS. PRIMEPAY DOES NOT WARRANT, GUARANTEE, OR MAKE ANY REPRESENTATIONS REGARDING THE USE OF, OR THE RESULTS OBTAINED WITH THE PRODUCTS IN TERMS OF ACCURACY, CORRECTNESS, OR RELIABILITY.

6.4.2 IN NO EVENT WILL PRIMEPAY BE LIABLE FOR DIRECT, INDIRECT, SPECIAL, INCIDENTAL,

OR CONSEQUENTIAL DAMAGES ARISING OUT OF DELAYS, ERRORS, OMISSIONS, INACCURACIES, OR THE USE OR INABILITY TO USE THE PRODUCT OR DOCUMENTATION, OR FOR INTERRUPTION OF THE PRODUCTS, FROM WHATEVER CAUSE. THIS WILL APPLY EVEN IF PRIMEPAY OR ITS THIRD PARTY OR AFFILIATE PROVIDERS HAVE BEEN ADVISED THAT THE POSSIBILITY OF SUCH DAMAGES EXISTS.

6.4.3 PRIMEPAY IS NOT RESPONSIBLE FOR ANY COSTS, INCLUDING THOSE INCURRED AS A RESULT OF LOST PROFITS OR REVENUE, ANY REGULATORY FEES, THE COST OF ANY SUBSTITUTE PROGRAM, CLAIMS BY THIRD PARTIES, OR FOR OTHER SIMILAR COSTS.

7. Confidentiality.

7.1 Confidentiality Obligations. During this Agreement and thereafter, except as specifically provided herein and/or to the extent reasonably necessary to perform its obligations or exercise or enforce its rights hereunder, neither party shall use or provide or disclose to any third party, unless authorized in writing to do so by the other party or properly directed or ordered to do so by public authority, any information or matter that (i) constitutes or concerns the terms and conditions of this Agreement, or (ii) is provided to it by the other party hereunder or as a result hereof (collectively hereinafter referred to as "Confidential Information").

7.2 Limitation on Confidentiality. The parties will have no confidentiality obligation under Section 7.1 hereof with respect to any information or matter specified therein that (i) is or becomes generally available to the public other than as a result of disclosure by the receiving party or anyone to whom it transmits the information; (ii) becomes available to the receiving party on a non-confidential basis from a source other than the disclosing party who is not bound by a confidentiality agreement with the disclosing party or other legal or fiduciary obligation of secrecy; (iii) the receiving party can document was known to it or in its possession on a non-confidential basis prior to the date of disclosure by the disclosing party; (iv) is independently developed by the receiving party without use of, or reference to, the Confidential Information, as demonstrated by tangible evidence; or (v) is furnished by the disclosing party to others with written confirmation that such information is not confidential and may be disclosed. Any party claiming an exception to Section 7.1 hereof under this Section 7.2 will have the burden of proving the basis for the exception.

7.3 Confidentiality Standard. The parties shall follow the same procedures to ensure their compliance with the requirements of Section 7.1, 7.2, and 7.3 hereof as they follow to protect their own confidential and proprietary information and matter of a similar nature (but in no case less than a reasonable standard of care).

8. Miscellaneous.

8.1 PrimePay and its third party or affiliate providers retain all rights not expressly granted to you in this Agreement. The Products and related documentation are protected by copyright laws and international copyright treaties, as well as other intellectual property laws and treaties. Nothing in this Agreement constitutes a waiver of PrimePay's nor its third party or affiliate providers' rights under the applicable copyright or intellectual property laws. You agree that all inventions, improvements, derivative works, and modifications to the Products or any parts thereof made by PrimePay that are based, either in whole or in part, on your ideas, feedback, suggestions, or recommended improvements will be and remain the sole and exclusive property of PrimePay.

8.2 This Agreement constitutes the entire contract between you and PrimePay with regards to the subject matter addressed in this Terms of Service and End User License Agreement. All prior agreements and all oral or collateral representations, agreements, and understandings between you and PrimePay regarding the Products are superseded by this Agreement. Licensee acknowledges and agrees that no representations have been made by PrimePay other than as expressly set forth in this Agreement and that Licensee has not relied on any representations not expressly set forth herein. Any additional or conflicting terms

contained in any quote, proposal or other document shall be deemed to be rejected by PrimePay without need of further notice of objection, even if such document is acknowledged or accepted by PrimePay, and regardless of any statement to the contrary which may be contained therein, and shall be of no effect or in any way binding upon PrimePay.

- 8.3** PrimePay will not be responsible for any failure to perform its obligations due to circumstances beyond its reasonable control.
- 8.4** Except as expressly provided above, this Agreement, or any part thereof, cannot be changed, waived, or discharged other than by a statement in writing signed by you and PrimePay.
- 8.5** If a court of competent jurisdiction declares any section of this Agreement to be invalid, unlawful or unenforceable as drafted, such section will be amended and construed in a manner designed to effectuate the purposes of the section to the fullest extent permitted by law. If such section cannot be so amended and construed, it shall be severed, and the remaining sections will remain unimpaired and in full force and effect to the fullest extent permitted by law.
- 8.6** PrimePay may assign or transfer its rights in this Agreement. You may not sublicense, assign, or transfer your interests in this Agreement.