

EZ-SUITE ENTERPRISE MASTER SERVICE AGREEMENT

THIS EZ-SUITE ENTERPRISE MASTER SERVICE AGREEMENT (“**MSA**”) sets forth the governing terms and conditions applicable to the access and use of the Software and other Services of EZ MANAGEMENT SOLUTIONS, Inc., a Delaware corporation (the “**Company**”, “we”, “us”) pursuant to a request for services submitted to the Company (an “**Order Form**”) by an entity identified as the customer on the Order Form (“**Customer**”, “you”) if and to the extent such Order Form is accepted by the Company. Together this MSA, an accepted Order Form, and all mutually agreed service details, including without limitation, particular Software and other Services requested by Customer for use in connection with particular facilities, trucks, users, locations, applicable Fees, service terms, billing cycles, and any additional terms as may apply to third-party products or services incorporated into or used in connection with the Services provided by Company to Customer (the Order Form and all other service details are collectively, the “**Service Details**”), any mutually agreed statements of work (“**SOW**”), and such exhibits, schedules, and additional policies, terms and conditions as may be attached to or expressly incorporated by reference in any of the foregoing, including without limitation, the SLA and DPA (as each is defined below) and any product specific terms, including the AI Terms, as applicable, are collectively, the “**Agreement**.”

1. **SERVICES.** Subject to Customer’s compliance with the terms of this Agreement, including its payment of Fees, Company shall provide the services requested by Customer and mutually agreed by Company, in each case pursuant to the Service Details (collectively, the “**Services**”):

1.1. **SaaS Services:** Company will provide access to the software-as-a-service products requested by Customer and agreed by Company (“**Software**”), which Software is hosted by or on Company’s behalf for use by Customer’s Authorized Users pursuant to the access rights granted in Section 2.2 and subject to the restrictions and other terms and conditions set forth herein, including the Company’s Data Processing Agreement set forth below as **Schedule A** (“**DPA**”), which is incorporated by reference as if fully rewritten herein and which DPA is subject to revision by Company from time to time, effective upon notice to Customer. For purposes of this Agreement, the term “**Authorized Users**” means (a) employees of Customer designated by Customer for use of the Software; and (b) contractors of Customer designated by Customer for use of the Software, subject to approval of Company in its discretion; each of the foregoing to the extent such persons are (x) primarily assigned to one or more recycling facilities or other locations owned by Customer and identified by Customer and agreed by Company (“**Authorized Locations**”), and (y) for which access to the Services has been purchased hereunder as reflected in the Order Form. If the Service Details agreed by the parties include Customer’s use of any Software that incorporates or may be used in connection with third-party products or services, then additional third-party terms may apply. If the Service Details agreed by the parties include the Customer’s use of EZ-IntelSM, ARDISM or any other Services identified by Company as AI Services, then the additional terms set forth in **Schedule C** (the “**AI Terms**”) shall apply. By mutual agreement of the parties, the Service Details may be updated and superseded from time to time, for example, to add or remove facilities, trucks, users, or locations, which updates may result in changes to Fees as set forth herein.

1.2. **Training Services:** Company will provide agreed training to Authorized Users in the use of the Software as set forth in the Service Details.

1.3. **Support Services:** Company will provide technical support for the Software pursuant to the Services Level Agreement set forth below in **Schedule B** (“**SLA**”).

1.4. **Professional Services:** If applicable, the Company will provide professional services as may be defined in a fully executed SOW, upon the mutually agreed terms set forth therein, and subject to and incorporating this MSA (“**Professional Services**”).

2. OWNERSHIP AND ACCESS RIGHTS TERMS

2.1. Company Property. All Software, customizations, information, and all materials provided or made available by Company to Customer and its Authorized Users with respect to the Services, including but not limited to specifications, documentation, training materials, Company systems, data, LLMs, processes, and other technologies including deliverables, any reports, analyses, and other outputs generated through use of the Services, and all other proprietary information developed or provided by Company or its suppliers, such as text, graphics (including the underlying web-presentation code of the Services), logos, button icons, images and any non-public know-how, methodologies, equipment, or processes used by Company to provide the Services to Customer, including, without limitation, all of Company's copyrights, trademarks, patents, trade secrets, and any other proprietary rights inherent in and appurtenant to the Services or which are developed by or for the Company prior to, independent of, and/or in the course of providing the Services, including inventions, improvements, derivative works, insights, performance metrics, key performance indicators, and statistics and other such data derived from the Company's processing of Customer data and Customer's usage of the Services (collectively, all of the foregoing are "**Company Property**") shall remain the sole and exclusive property of Company and/or its licensors, as applicable.

2.2. Access Rights. Subject to Customer's and its Authorized Users' compliance terms and conditions of this Agreement, Company hereby grants a non-transferable, non-exclusive, limited right to Customer during the Term to access and use the Services and any Company Property provided or made available by Company; all the foregoing, solely for use (i) by Authorized Users, (ii) for Customer's internal business purposes in connection with the Customer's Authorized Locations, and (iii) consistent with the documentation and other instructions provided by Company. Customer shall be responsible for its Authorized Users' compliance with the terms of this Agreement. All rights not expressly granted herein are reserved by Company.

2.3. Suspension. Company may, directly or indirectly, and by use of a Company disabling device or any other lawful means, suspend, terminate, or otherwise deny Customer's, any Authorized User's, or any other person's access to or use of all or any part of the Services or Company Property, without incurring any resulting obligation or liability, if: (i) Customer fails to timely pay any Fees in full; (ii) Company receives a judicial or other governmental demand or order, subpoena, or law enforcement request that expressly or by reasonable implication requires Company to do so; or (iii) Company believes, in its good faith and reasonable discretion, that: (A) Customer or any Authorized User has failed to comply with any material term of this Agreement, or accessed or used the Services beyond the scope of the rights granted or for a purpose not authorized under this Agreement or in any manner that does not comply with any material instruction or requirement of the specifications; (B) Customer or any Authorized User is, has been, or is likely to be involved in any fraudulent, misleading, or unlawful activities relating to or in connection with any of the Services; or (C) this Agreement expires or is terminated. This Section 2(c) does not limit any of Company's other rights or remedies, whether at law, in equity, or under this Agreement.

3. CUSTOMER OBLIGATIONS

3.1. Cooperation. Customer shall at all times during the Term: (i) set up, maintain, and operate in good repair all Customer systems on or through which the Services are accessed or used; (ii) provide Company with such access to Customer's premises and Customer systems as is necessary for Company to perform the Services; and (iii) provide all cooperation and assistance as Company may reasonably request to enable Company to exercise its rights and perform its obligations under and in connection with this Agreement.

3.2. Access Credentials and Security. Customer shall employ all physical, administrative, and technical controls, screening, and security procedures and other safeguards necessary to: (i) securely administer the distribution and use of all Access Credentials and protect against any unauthorized access to or use of the

Services; and (ii) control the content and use of Customer data, including the uploading or other provision of Customer data for processing by the Services. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, CUSTOMER AGREES THAT IT WILL NOT, AND WILL ENSURE ITS AUTHORIZED USERS DO NOT, SHARE ACCESS CREDENTIALS WITH ONE ANOTHER OR ANY THIRD PARTY. Customer agrees that Company shall have no responsibility for assuring that Access Credentials are being used to access any Customer or Authorized User data is being used by a person authorized by Customer or an Authorized User to have access to such data. Access Credential security shall be the responsibility of Customer and its Authorized Users. For purposes of this Agreement, "**Access Credentials**" means any username, identification number, password, security key, security token, PIN, or other security code, method, technology, or device, used alone or in combination, to verify an individual's identity and authorization to access and use the Services.

3.3. Effect of Customer Failure or Delay. Company is not responsible or liable for any delay or failure of performance caused in whole or in part by Customer's delay in performing, or failure to perform, any of its obligations under this Agreement (each, a "**Customer Failure**").

3.4. Corrective Action and Notice. If Customer becomes aware of any actual or threatened activity prohibited by Sections 3(b) or Section 4, Customer shall, and shall cause its Authorized Users to, immediately: (a) take all reasonable and lawful measures within their respective control that are necessary to stop the activity or threatened activity and to mitigate its effects (including, where applicable, by discontinuing and preventing any unauthorized access to the Services and Company Property and permanently erasing from their systems and destroying any data to which any of them have gained unauthorized access); and (b) notify Company of any such actual or threatened activity.

4. **RESTRICTIONS.** Customer shall not, and shall not permit any other person to, access or use the Services or Company Property except as expressly permitted by this Agreement and, in the case of any third-party materials, the applicable third-party terms. For purposes of clarity and without limiting the generality of the foregoing, Customer shall not, and shall not allow any other person, except as this Agreement expressly permits, to do any of the following:

- copy, modify, or create derivative works or improvements of the Services or Company Property; provided, however, that Customer may generate, use and distribute reports that include information derived from or constituting part of the Company Property for uses related to Customer's internal business purposes.
- rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer, or otherwise make available the Services or Company Property or the output from use of the Services to any Person, including on or in connection with the internet or any time-sharing, service bureau, software as a service, cloud, or other technology or service;
- reverse engineer, disassemble, decompile, decode, adapt, or otherwise attempt to derive or gain access to the source code of the Services or Company Property, in whole or in part;
- bypass or breach any security device or protection used by the Services or Company Property or access or use the Services or Company Property other than by an Authorized User through the use of his or her own then valid Access Credentials;
- input, upload, transmit, or otherwise provide to or through the Services or Company Systems, any information or materials that are unlawful or injurious, or contain, transmit, or activate any virus, worm, malware, or other malicious computer code;
- damage, destroy, disrupt, disable, impair, interfere with, or otherwise impede or harm in any manner the Services, Company Systems, or Company's provision of services to any third party, in whole or in part;

- remove, delete, alter, or obscure any trademarks, specifications, documentation, warranties, or disclaimers, or any copyright, trademark, patent, or other intellectual property or proprietary rights notices from any Services or Company Property, including any copy thereof;
- access or use the Services or Company Property in any manner or for any purpose that infringes, misappropriates, or otherwise violates any intellectual property right or other right of any third party (including by any unauthorized access to, misappropriation, use, alteration, destruction, or disclosure of the data of any other Company customer, or that violates any applicable law;
- access or use the Services or Company Property for purposes of competitive analysis of the Services or Company Property, the development, provision, or use of a competing software service or product or any other purpose that is to the Company's detriment or commercial disadvantage;
- access or use the Services or Company Property in, or in association with, the design, construction, maintenance, or operation of any hazardous environments, systems, or applications, any safety response systems or other safety-critical applications, or any other use or application in which the use or failure of the Services could lead to personal injury or severe physical or property damage; or
- otherwise access or use the Services or Company Property beyond the scope of the authorization granted under this Agreement.

5. **FEES.** In consideration for Company's performance of the Services and the access rights to the Software, Customer shall pay Company the amount(s) calculated by Company based upon the Service Details identified in the Order Form and other communications of the parties, subject to Customer's agreement (the "**Fees**"). The Company will invoice the Customer upfront prior to each monthly or other service term specified in the Service Details (the "**Service Term**"), . Customer will pay Company within fifteen (15) days of receipt of each invoice. Customer agrees that its payment of invoice constitutes its agreement to the Fees as calculated by Company, including any increases or other changes to Fees from prior Service Terms.

5.1. Company reserves the right to update its Fees, effective upon notice to Customer. Without limitation of the foregoing, in the event Customer adds additional users, locations, trucks, or facilities or other Service Details, the Fees will be adjusted by Company. In the event Customer requests and Company agrees to change the Service Details for a partial Service Term, Customer agrees to pay to Company any additional Fees on a pro rata basis prior to the commencement of the Services pursuant to the new Service Details.

5.2. From time to time the Company may release or make available additional Services or software features which may be made available to the Customer. In the event Customer request new Services or software features, the Company may update its Fees accordingly.

6. **COMPANY WARRANTIES.**

6.1. Company represents, warrants, and covenants that: (i) Company has the power and authority to enter into and perform its obligations under this Agreement; (ii) the Services shall be performed and provided in a professional and workmanlike manner; and (iii) Company will provide commercially reasonable security for the Services.

6.2. EXCEPT FOR THE WARRANTIES EXPRESSLY STATED ABOVE IN THIS SECTION AND ANY WARRANTY, REPRESENTATION OR CONDITION TO THE EXTENT THE SAME CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW, COMPANY AND ITS AFFILIATES, AGENTS, SUBCONTRACTORS AND SUPPLIERS MAKE NO REPRESENTATIONS OR WARRANTIES, AND EXPRESSLY DISCLAIM AND EXCLUDE ANY AND ALL WARRANTIES, REPRESENTATIONS AND CONDITIONS, WHETHER EXPRESS OR IMPLIED, WHETHER

ARISING BY OR UNDER STATUTE, COMMON LAW, CUSTOM, USAGE, COURSE OF PERFORMANCE OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE OR NON-INFRINGEMENT. WITHOUT LIMITING THE FOREGOING, COMPANY AND ITS AFFILIATES, AGENTS, SUBCONTRACTORS AND SUPPLIERS DO NOT WARRANT, AND EXPRESSLY DISCLAIM ANY REPRESENTATION OR WARRANTY, THAT THE SERVICES, INCLUDING WITHOUT LIMITATION, SOFTWARE, CUSTOMIZATIONS, OUTPUT (INCLUDING, WITHOUT LIMITATION, THE ACCURACY OF ANY OUTPUT CREATED USING GENERATIVE AI FEATURES OF THE SERVICES), COMPANY PROPERTY, WORK PRODUCT, OR DELIVERABLES, WHICH ARE PROVIDED BY OR ON BEHALF OF COMPANY, WILL SATISFY CUSTOMER'S REQUIREMENTS OR THAT THEIR USE OR OPERATION WILL BE ERROR OR DEFECT-FREE OR UNINTERRUPTED OR AVAILABLE ON THE INTERNET, OR THAT ALL PRODUCT DEFECTS WILL BE CORRECTED. THE SERVICES AND WORK PRODUCT ARE PROVIDED "AS-IS," WITH ALL FAULTS AND WITHOUT ANY GUARANTEES REGARDING QUALITY, PERFORMANCE, SUITABILITY, TIMELINESS, SECURITY, DURABILITY, INTEGRABILITY OR ACCURACY, AND CUSTOMER ACCEPTS THE ENTIRE RISK OF AND RESPONSIBILITY FOR SELECTION, USE, QUALITY, PERFORMANCE, SUITABILITY AND RESULTS OF USE THEREOF.

7. **CUSTOMER WARRANTIES.** Customer represents, warrants, and covenants that: (a) Customer has the power and authority to enter into and perform its obligations under this Agreement; (b) Customer shall use the Services for lawful purposes only; and (c) any Customer data, documents, graphics or other material used with or uploaded to the Services by Customer or any Authorized User shall not (i) infringe the intellectual property rights of any third party, (ii) violate any applicable law, statute, ordinance, regulation or treaty, (iii) be defamatory, libelous, unlawfully threatening or harassing, (iv) be obscene or indecent, or (v) contain any viruses or other computer programming routines that could damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data or personal information of any person or entity.

8. **LIMITATION OF LIABILITY.** IN NO EVENT WILL COMPANY OR ANY OF ITS LICENSORS, SERVICE COMPANYS, OR SUPPLIERS BE LIABLE UNDER OR IN CONNECTION WITH THIS AGREEMENT OR ITS SUBJECT MATTER UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, AND OTHERWISE, FOR ANY: (A) LOSS OF PRODUCTION, USE, BUSINESS, REVENUE, OR PROFIT OR DIMINUTION IN VALUE; (B) IMPAIRMENT, INABILITY TO USE OR LOSS, INTERRUPTION, OR DELAY OF THE SERVICES, OTHER THAN FOR THE ISSUANCE OF ANY APPLICABLE SERVICE CREDITS PURSUANT TO SCHEDULE A; (C) LOSS, DAMAGE, CORRUPTION, OR RECOVERY OF DATA, OR BREACH OF DATA OR SYSTEM SECURITY; (IV) COST OF REPLACEMENT GOODS OR SERVICES; (D) LOSS OF GOODWILL OR REPUTATION; OR (V) CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, ENHANCED, OR PUNITIVE DAMAGES, REGARDLESS OF WHETHER SUCH PERSONS WERE ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES OR SUCH LOSSES OR DAMAGES WERE OTHERWISE FORESEEABLE, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE. WITHOUT NARROWING THE GENERALITY OF THE FOREGOING, CUSTOMER UNDERSTANDS AND AGREES THAT IS SOLELY RESPONSIBLE FOR THE CONDUCT OF ITS BUSINESS AND COMPLIANCE WITH APPLICABLE LAWS AND REGULATIONS AND AGREES THAT UNDER NO CIRCUMSTANCES WILL COMPANY BE RESPONSIBLE OR HAVE ANY LIABILITY FOR CUSTOMER'S OR ITS AUTHORIZED USERS' USE OF THE SERVICES OR DATA SUBMITTED, PROCESSED, STORED, OR RETRIEVED BY CUSTOMER OR ANY AUTHORIZED USER IN CONNECTION WITH THEIR USE OF THE SERVICES. IN NO EVENT WILL THE AGGREGATE LIABILITY OF COMPANY AND ITS LICENSORS, SERVICE COMPANYS, AND SUPPLIERS ARISING OUT OF OR RELATED TO THIS

AGREEMENT, WHETHER ARISING UNDER OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR ANY OTHER LEGAL OR EQUITABLE THEORY, EXCEED THE TOTAL AMOUNTS PAID TO COMPANY UNDER THIS AGREEMENT IN THE TWELVE-MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO THE CLAIM. THE FOREGOING LIMITATIONS APPLY EVEN IF ANY REMEDY FAILS OF ITS ESSENTIAL PURPOSE.

9. **FORCE MAJEURE**. Company shall not be liable for its failure to perform hereunder due to contingencies beyond its reasonable control, including but not limited to wars, acts of God, pandemic, flood, windstorm, explosion, riots, cyber-attack, sabotage and fire, provided that prompt notice of such delay is given to the other party. Company shall be paid as if the goods were delivered without delay ("Force Majeure Event").

10. **CONFIDENTIALITY**.

10.1. **Confidential Information**. In connection with this Agreement each party (as the "**Disclosing Party**") may disclose or make available Confidential Information to the other party (as the "**Receiving Party**"). Subject to Section 10(b), "**Confidential Information**" means information in any form or medium (whether oral, written, electronic, or other) that the Disclosing Party reasonably considers confidential or proprietary, including information consisting of or relating to the Disclosing Party's technology, trade secrets, know-how, business operations, plans, strategies, customers, and pricing, and information with respect to which the Disclosing Party has contractual or other confidentiality obligations; all of the foregoing to the extent marked, designated, or otherwise identified by Disclosing Party as "confidential". Without limiting and notwithstanding the foregoing, the following is the Confidential Information of Company and is hereby designated as such without the necessity of marking: (i) all Company Property and (ii) the terms of this Agreement, including pricing.

10.2. **Exclusions**. Confidential Information does not include information that the Receiving Party can demonstrate by written or other documentary records: (a) was rightfully known to the Receiving Party without restriction on use or disclosure prior to such information's being disclosed or made available to the Receiving Party in connection with this Agreement; (b) was or becomes generally known by the public other than by the Receiving Party's or any of its Representatives' noncompliance with this Agreement; (c) was or is received by the Receiving Party on a non-confidential basis from a third party that, to the Receiving Party's knowledge, was not or is not, at the time of such receipt, under any obligation to maintain its confidentiality; or (d) the Receiving Party can demonstrate by written or other documentary records was or is independently developed by the Receiving Party without reference to or use of any Confidential Information.

10.3. **Protection of Confidential Information**. As a condition to being provided with any disclosure of or access to Confidential Information, the Receiving Party shall (a) not disclose to any third-party the Confidential Information of the Disclosing Party other than, in the case of Company, to its employees and contractors, and in the case of Customer, its Authorized Users, who: (i) need to know such Confidential Information for purposes of the Receiving Party's exercise of its rights or performance of its obligations under and in accordance with this Agreement, which for avoidance of doubt, shall include Customer's access and use of the Software and Services herein and Company's use to deliver, secure, test, develop, and improve the Software and the Services; (ii) have been informed of the confidential nature of the Confidential Information and the Receiving Party's obligations; and (iii) with regard to any contractors, are bound by written confidentiality and restricted use obligations at least as protective of the Confidential Information as the terms set forth in this Section 10; (b) safeguard the Confidential Information from unauthorized use, access, or disclosure using at least the degree of care it uses to protect its similarly sensitive information and in no event less than a reasonable degree of care; and (d) ensure its employees'

and contractors' compliance with, and be responsible and liable for, any of its employees' and contractors' non-compliance with, the terms of this Section 10.

10.4. Compelled Disclosures. If the Receiving Party is compelled by applicable law to disclose any Confidential Information then, to the extent permitted by applicable law, the Receiving Party shall: (a) promptly, and prior to such disclosure, notify the Disclosing Party in writing of such requirement so that the Disclosing Party can seek a protective order or other remedy or waive its rights; and (b) provide reasonable assistance to the Disclosing Party, at the Disclosing Party's sole cost and expense, in opposing such disclosure or seeking a protective order or other limitations on disclosure. If the Disclosing Party waives compliance or, after providing the notice and assistance required under this Section 10.4, the Receiving Party remains required by law to disclose any Confidential Information, the Receiving Party shall disclose only that portion of the Confidential Information that, on the advice of the Receiving Party's outside legal counsel, the Receiving Party is legally required to disclose and, on the Disclosing Party's request, shall use commercially reasonable efforts to obtain assurances from the applicable court or other presiding authority that such Confidential Information will be afforded confidential treatment.

10.5. Injunctive Relief. Recognizing that any improper use or disclosure of any Confidential Information by either party may cause the party whose Confidential Information is improperly used or disclosed irreparable damage for which other remedies may be inadequate, a party whose Confidential Information is improperly used or disclosed will have the right to petition for injunctive or other equitable relief from a court of competent jurisdiction as appropriate to prevent any unauthorized use or disclosure of such Confidential Information.

11. TERM AND TERMINATION

11.1. Term. The Term of this Agreement for any Services mutually agreed in the Service Details, including as may be set forth in any Order Form or SOW, is the period defined therein, commencing upon the Effective Date defined therein.

11.2. Termination. In addition to any other express termination right set forth elsewhere in this Agreement, the following shall apply.

(a) Company's Right of Termination. Company may terminate this Agreement, effective on written notice to Customer, if Customer: (A) fails to pay any Fees or other agreed amounts when due hereunder, and such failure continues more than 30 days after Company's delivery of written notice thereof; or (B) breaches any of its obligations under Sections 3, 4, or 7.

(b) Termination for Cause. Either party may terminate this Agreement, effective on written notice to the other party, if the other party materially breaches this Agreement, and such breach: (A) is incapable of cure; or (B) being capable of cure, remains uncured following the Cure Period as set forth in Section 12(b).

(c) Bankruptcy. Either party may terminate this Agreement, effective immediately upon written notice to the other party, if the other party: (A) becomes insolvent or is generally unable to pay, or fails to pay, its debts as they become due; (B) files, or has filed against it, a petition for voluntary or involuntary bankruptcy or otherwise becomes subject, voluntarily or involuntarily, to any proceeding under any domestic or foreign bankruptcy or insolvency law; (C) makes or seeks to make a general assignment for the benefit of its creditors; or (D) applies for or has appointed a receiver, trustee, custodian, or similar agent appointed by order of any court of competent jurisdiction to take charge of or sell any material portion of its property or business.

11.3. Effect of Termination or Expiration. Upon any expiration or termination of this Agreement, except as expressly otherwise provided in this Agreement: (i) all rights, access rights, consents, and authorizations granted by either party to the other hereunder will immediately terminate; (ii) Customer shall immediately cease all use of any Services and Company Property and Company may disable all Customer and Authorized User access to same; and (iii) except in the case of breach by Company, all Fees that would have become payable had the Agreement remained in effect until expiration of the Term will become immediately due and payable, and Customer shall pay such Fees, together with all previously accrued but not yet paid Fees and, if applicable, any reimbursable expenses, on receipt of Company's invoice therefor. For the avoidance of doubt, Fees are non-refundable.

11.4. Surviving Terms. The provisions set forth in the following sections, and any other right or obligation of the parties in this Agreement that, by its nature, should survive termination or expiration of this Agreement, will survive any expiration or termination of this Agreement: Sections 2.1, 2.3, 3.2, 3.3, 3.4, 4, 8, 10, 11.3, 11.4, 12, 13, 14, 15, and 16.

12. DISPUTES

12.1. This Agreement shall be governed by and construed in accordance with the laws of the State of Ohio, excluding its conflicts of laws provisions.

12.2. The Parties agree that if one of them believes that the other has breached or is about to breach this Agreement, the complaining Party will give immediate written Notice to the other Party of the complaint. The Parties shall enter into good faith negotiations for a reasonable resolution of the complaint within 15 business days ("**Resolution Period**") of the Party's receipt of the complaining Party's Notice. If the alleged breaching Party is unable to cure the alleged breach to the complaining Party's reasonable satisfaction within the Resolution Period, the complaining Party shall give the alleged breaching party a final, clear, and complete written statement of the reasons for such lack of satisfaction, and shall provide such Party with an additional 15 business days to cure such issue ("**Cure Period**"). After such Cure Period, either Party may then terminate this Agreement and/or pursue uncured remedies to which it may be entitled at law or equity, subject to the limitations provided for in this Agreement.

12.3. Any such dispute among the parties hereto shall be resolved through confidential and binding arbitration conducted by a single arbitrator in Columbus, Ohio in accordance with the rules of the American Arbitration Association. Each party shall pay its own attorney Fees.

12.4. Nothing in this Agreement shall prevent either party from seeking a temporary restraining order or preliminary injunction in a court of competent jurisdiction located in Columbus, Ohio prior to the expiration of the Cure Period if such party believes in good faith and upon reasonable grounds that it would suffer irreparable injury without immediate equitable relief.

13. **NO SOLICITATION OF COMPANY EMPLOYEES.** During the Term and for a six month period after, Customer shall not, and shall not assist any other person to, directly or indirectly, recruit or solicit (other than by general advertisement not directed specifically to any person) for employment or engagement as an independent contractor any person then or within the prior six months employed or engaged by Company and involved in any respect with the Services or the performance of this Agreement. In the event of a violation of this Section 13, Company will be entitled to liquidated damages equal to the compensation paid by Company to the applicable employee during the prior six months.

14. **INDEPENDENT CONTRACTOR NON-EXCLUSIVITY.** This Agreement shall not be deemed to establish a joint venture or partnership between the Company and Customer. The Company represents and warrants that it is an independent business engaged in providing software for logistics and tracking

purposes. Company will have sole responsibility for payment of taxes as required under applicable federal, state and local tax laws. The Company shall have sole fiscal and other responsibility for the acts and compensation of its own employees and the expenses of the conduct of its business. It is understood and agreed between the parties hereto that this is a non-exclusive Agreement and that Company shall be free to provide software to customers other than Customer.

15. **NOTICES**. Any notice required or permitted by this Agreement shall be in writing and shall be sent by email or by overnight delivery or registered or certified mail, return receipt requested, with postage and all other charges prepaid. All notices shall be addressed as follows: (a) if to Customer, as identified in the Order Form; (b) if to EZMS, to EZ Management Solutions, Inc., P.O. Box 605, Shelby, OH 44875; Email: jim@ez-suite.com; ATTN: James McKinney; or (c) to such other address as either party may designate for receiving future notices, effective upon notice to the other party.

16. **MISCELLANEOUS**

16.1. **Complete Agreement**. This Agreement constitutes the entire understanding and agreement between the parties hereto and supersedes all other prior agreements and understandings, whether oral or written, between the parties with respect to the subject matter hereof.

16.2. **Order of Precedence**. In the event of conflict, this Agreement shall be interpreted in the following order of precedence: (a) the terms of this MSA; (b) any attachments to or referenced policies, terms, or conditions incorporated in this MSA, including, as applicable, the SLA, DPA, and AI Terms; (c) the terms of fully executed Order Form incorporating this MSA; (d) any attachments to or referenced policies, terms, or conditions incorporated in the Order Form; (e) the terms of fully executed SOW incorporating this MSA; (d) any attachments to or referenced policies, terms, or conditions incorporated in the SOW.

16.3. **Waiver of Rights**. There can be no waiver of any term, provision, or condition of this Agreement which is not in writing signed by the party against whom the waiver is sought to be enforced. No consent or waiver, express or implied, by either party to this Agreement to or of any breach or default in the performance by the other party of its obligations hereunder shall be deemed or construed to be a consent or waiver to or of any other breach or default in the performance by such other party hereunder.

16.4. **Amendments**. Except as expressly provided herein, any amendments and modifications of this Agreement must be in a writing signed by all parties hereto. For the avoidance of doubt, this Agreement expressly contemplates the parties communicating informally to reach mutual written agreement on Service Details. Company reserves the right to update its Fees, the SLA, DPA, and AI Terms, effective upon notice to Customer.

16.5. **Assignment**: This Agreement may not be assigned by Customer without Company's prior written consent. The Company may assign this Agreement without consent of Customer for any reason.

16.6. **Severability**. If any provision of this Agreement is determined to be invalid, illegal or unenforceable in any respect, such determination shall not impair or affect the validity, legality, or enforceability of the remaining provisions hereof, and each provision is hereby declared to be separate, severable and distinct. To the extent permitted by law, the parties hereto waive any provision of law which renders any such provision prohibited or unenforceable in any respect.

Schedule A

Data Processing Agreement

This Data Processing Agreement ("DPA") is made between EZ Management Solutions, LLC (referred to as "we" or "us" or "our" or "EZMS") and you and the employer or organization in which you serve while using the Services (which shall be collectively referred to herein as "you", "your", or "Customer"). This DPA is incorporated is subject to the EZ-Suite Enterprise Master Services Agreement (the "MSA") (the MSA, together with all Schedules and additional terms and conditions incorporated therein, the "Agreement").. All terms not separately defined in this DPA shall have the meaning defined in the MSA.

Overview: As described in the MSA, among the Services provided by EZMS are the EZMS SaaS Services, which include providing the EZ SuiteSM line of online Software products: EZ RouteSM, EZ RunnerSM, EZ-QCSM, EZ-IntelSM, and ARDISM and such other Software products as EZMS may offer from time to time, inclusive of all screens, code, scripts, images, data, and other content presented therewith or operative thereto (the "Software"). In connection with providing its Software and other Services, EZMS collects, stores, and uses certain business information and shares certain information with third party business partners. This may include information collected from your Yard Management System as well as other data we collect or that you provide us. This Agreement sets forth the conditions upon your consent and release of such data to EZMS, including all necessary protections of such data.

1. Data Collection

1.1. Customer agrees that EZMS may collect relevant and necessary data from their Yard Management System. Customer represents that Customer has the full right to grant EZMS the right to access, use, and upload any of its Yard Management System data.

1.2. If your use of the Services so requires, you consent to the installation of a software utility on a PC or Server owned by the Customer for our collection of data.

1.3. If you are part of a trading group of recyclers using the Services, you consent to the collection of your data relevant to the trading in the group.

1.4. We may receive data that you voluntarily submit as part of setting up your account or in the course of your use of the Services.

1.5. We may collect information that is sent to us automatically by your Web browser. This information typically includes your IP address, the identity of your Internet service provider, the name and version of your operating system, the name and version of your browser, the date and time of your visit, and the pages you visit. Please check your browser if you want to learn what information your browser sends or how to change your settings.

1.6. If you access the mobile version of the Software, we may automatically collect certain information from or about your mobile device. The types of information we may collect include the type of device you use, your device's unique ID, the IP address of your device, your device's operating system, the type of mobile Internet browsers you use, and information about the way you use our mobile application(s) and the Software.

1.7. Using GPS technology, and with your opt-in consent on your mobile device, we may also collect precise, real-time location information from your mobile device and use that information to deliver tailored Content to you. "Content" refers to all of the software and code comprising or used to operate the Software, and all of the text, photographs, images, illustrations, graphics, sound recordings, video and audio-video

clips, and other materials available on this Software, including User-Generated Content (defined below). Your mobile device may allow you to adjust your settings so that location information is not available to any mobile website or application. If you have questions about the security and privacy settings of your mobile device, please refer to instructions from your mobile service provider or the manufacturer of your device. Assuming you have consented to our collection of location information from your mobile device, our mobile Web site and mobile app may collect such information even if you are not logged into them.

2. Data Handling and Use.

2.1. Primary Purpose. Generally, we may use and disclose the data we collect, including personally identifiable information, for the purpose of providing, maintaining, and improving the Services and for approving and enabling your participation in the Services (collectively, the “Primary Purpose”). Some examples of Primary Purposes for which we may use or disclose your information included the following:

- to provide the Services, including without limitation, information, products and services you request;
- to facilitate our Services to trading groups to which you belong, including without limitation, in the case of a trading group of recyclers using the Services, we may use and disclose information we collect from you to facilitate our Services to the trading group as a whole;
- to better understand your needs and interests;
- to provide you with a personalized experience when you use this Services;
- to provide you with effective customer service;
- to improve the Content, functionality and usability of this Services;
- to contact you with information and notices related to your use of this Services;
- to contact you with special offers and other information we believe will be of interest to you;
- to invite you to participate in surveys and provide Feedback to us (with “Feedback” meaning the Content you post on or through this Services that is specifically about how we can improve this Services and the products and services we make available through this Services).;
- to improve our products and services;
- to improve our marketing and promotional efforts;
- for security, credit or fraud prevention purposes;
- to facilitate your use of third party software applications that you specifically request or agree to use in writing; and
- for any other purpose identified in any other notice or agreement between you and us.

2.2. Personally Identifiable Data. EZMS agrees to not intentionally give, sell, or barter Customer's personally identifiable data to other persons or entities, unless authorized by Customer to do so. EZMS may share personally identifiable information to its business partners and service providers for a Primary Purpose and, in such cases, will ensure that the receiving party is contractually obligated to maintain and use the information with the same limitations of EZMS under this Agreement. Where commercially practicable, EZMS will de-identify and/or aggregate data before disclosing it to any third parties.

2.3. Aggregated and De-Identified Information. We may collect and process information gathered through this Services to create compiled, aggregate data and data that otherwise removes personal identifiers (“Aggregated and De-Identified Information”). As between EZMS and Customer, all right, title, and interest in Aggregated and De-Identified Information, and all intellectual property rights therein, belong to and are retained solely by EZMS. You agree that EZMS may use and make publicly available Aggregated and De-Identified Information to the extent and in the manner permitted under applicable law; provided that such Aggregated and De-Identified Information do not identify Customer or Customer's Confidential Information.

2.4. Use of Survey Information. From time to time, we may post a survey on this Services or we may send you a questionnaire or survey. We compile statistical information from the responses to our surveys. These statistics are not personally identifiable. They help us understand the needs and preferences of the groups we serve, improve the Content and functionality of this Services and other websites owned by EZMS, and improve the products and services of EZMS and its related companies.

3. Compliance with Laws and Protection of Our Rights and the Rights of Others. Notwithstanding any other provision in this Agreement, we may disclose your data, including your personal information, when we, in good faith, believe disclosure is necessary to comply with the law, a court order, or a subpoena. We may also disclose your data to prevent or investigate a possible crime, such as fraud or identity theft; to protect the security of these Services; to enforce or apply the EZ Suite Terms and Conditions of Use Agreement or other agreements; or to protect our own rights or property or the rights, property or safety of our users or others.

4. Steps We Take to Safeguard your Personal Information. We maintain reasonable administrative, physical, and technological measures to protect the confidentiality and security of your data, including personally identifiable information you submit on or through these Services. Unfortunately, no Web site, server or database is completely secure or “hacker proof.” We therefore cannot guarantee that your personally identifiable information will not be disclosed, misused or lost by accident or by the unauthorized acts of others.

5. Accuracy and Continuity. Customer agrees that data provided to EZMS may contain errors, inconsistencies, or omissions that will impact the quality of the Services the EZMS can provide. EZMS will make all reasonable efforts to ensure the exchange of data and Services. However, we cannot guarantee that all Services will be available all of the time. EZMS may add or discontinue the Services at its sole discretion.

6. Children Under the Age of Eighteen. This Site is not intended for children or minors under the age of eighteen years without the permission of a parent or guardian. If you believe that a child has submitted personally identifiable information on or through this Services, please contact us immediately.

7. Limitation of Liability.

BY ALLOWING COLLECTION OF ITS DATA FOR POSSIBLE INCLUSION IN PRODUCTS AND SERVICES, CUSTOMER AGREES THAT NEITHER EZMS NOR THEIR AFFILIATES NOR ANY OF THEIR PRINCIPALS, DIRECTORS, OFFICERS, EMPLOYEES OR OTHER REPRESENTATIVES SHALL BE LIABLE FOR ANY DIRECT OR INDIRECT LOSS OR DAMAGES ARISING OUT OF, RELATING TO OR IN ANY WAY CONNECTED WITH THE COLLECTION OR USE OF THE DATA, EVEN IF EZMS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THIS IS A COMPREHENSIVE LIMITATION OF LIABILITY THAT APPLIES TO ALL DAMAGES OF ANY KIND. IF ANY PART OF THIS LIMITATION ON LIABILITY IS FOUND TO BE INVALID OR UNENFORCEABLE FOR ANY REASON, THEN EZMS'S MAXIMUM AGGREGATE LIABILITY SHALL NOT EXCEED FIFTY DOLLARS (\$50). CUSTOMER SHALL DEFEND, INDEMNIFY AND HOLD EZMS HARMLESS FROM AND AGAINST ALL COSTS, CLAIMS, EXPENSES, DAMAGES, LOSSES AND LIABILITY THAT EZMS MAY SUFFER OR BE REQUIRED TO PAY ARISING OUT OF OR RELATED TO THE USE OF THE DATA OR ANY ACT OR OMISSION OF CUSTOMER.

8. This Agreement May Be Updated. This Agreement describes EZMS's current policies and practices with regard to the data we collect in connection with the Services. We are continually improving and adding to the features and functionality of the Services. As a result of these changes (or changes in the law), we may need to update or revise this Agreement. Accordingly, we reserve the right to update or modify this Agreement at any time, without prior notice, by posting the revised version of this Agreement behind the link marked “Data Agreement” on the Services. Your continued use of this Services after we have posted

the revised Agreement constitutes your agreement to be bound by the revised Agreement. For your convenience, whenever this Agreement is changed, we will attempt to alert you by posting a notice on our home page. We will also update the “Version Date” at the bottom of this Agreement. We may also attempt to contact you using contact information we have stored for Customer in order to provide you with notice that the Agreement has changed and/or seek your renewed online acceptance of the Agreement.

9. Term and Termination. The term of this DPA shall be co-extensive with the Term set forth in the MSA.

Revision Date: September 17, 2025

Schedule B
Services Level Agreement

1. **Services Levels.** Subject to the terms and conditions of this Agreement, Company will use commercially reasonable efforts to make the Services Available at least ninety-nine and one half percent (99.5%) of the time as measured over the course of each calendar month during the Term (each such calendar month, a "**Services Period**"), excluding unavailability as a result of any of the Exceptions described below in this Paragraph 1 (the "**Availability Requirement**"). "**Services Level Failure**" means a material failure of the Services to meet the Availability Requirement. "**Available**" means the Services are available for access and use by Customer and its Authorized Users over the Internet and operating in material accordance with the Specifications. For purposes of calculating the Availability Requirement, the following are "**Exceptions**" to the Availability Requirement, and neither the Services will be considered un-Available nor any Services Level Failure be deemed to occur in connection with any failure to meet the Availability Requirement or impaired ability of Customer or its Authorized Users to access or use the Services that is due, in whole or in part, to any: (a) act or omission by Customer or any Authorized User or access to or use of the Services by Customer or any Authorized User, or using Customer's or an Authorized User's Access Credentials, that does not strictly comply with this Agreement and this Agreement; (b) Customer Failure; (c) Customer's or its Authorized User's Internet connectivity; (d) Force Majeure Event; (e) failure, interruption, outage, or other problem with any software, hardware, system, network, facility, or other matter not supplied by Company pursuant to this Agreement and reflected on Exhibit A (for the avoidance of doubt, Company is not responsible for failures of any third-party software, hardware, systems, networks, websites, or services, whether or not integrated into or delivered in connection with software provided by the Company); (f) Scheduled Downtime; or (g) disabling, suspension, or termination of the Services. By way of illustration and not limitation, the following circumstance would qualify as an Exception pursuant to this SLA: Workorders that have large volumes of parts and/or alternate parts can slow the upload of orders into the EZ-QC causing delays to the order being visible in EZ-QC.

2. **Services Level Failures And Remedies.** In the event of a Services Level Failure, Company shall issue a credit to Customer in the amount of five percent (5%) of the monthly Fees for the Services due for the Services Period the Services Level Failure occurred (each a "**Services Credit**"), subject to the following: (a) Company has no obligation to issue any Services Credit unless: (i) Customer reports the Services Failure to Company immediately on becoming aware of it; and (ii) requests such Services Credit in writing within 5 days of the Services Level Failure; and (b) in no event will a Services Level Credit for any Services Period exceed twenty-five (25%) percent of the total Fees that would be payable for that Services Period if no Services Level Failure had occurred. Any Services Credit payable to Customer under this Agreement will be issued to Customer in the calendar month following the Services Period in which the Services Level Failure occurred. This Paragraph 2 sets forth Company's sole obligation and liability and Customer's sole remedy for any Services Level Failure.

3. **Scheduled Downtime.** Company will use commercially reasonable efforts to: (a) schedule downtime for routine maintenance of the Services between the hours of 8:00 p.m. and 11:00 p.m., Eastern Time; (b) give Customer at least 24 hours prior notice of all routine maintenance outages of the Services; and (c) give Customer at least 4 hours prior notice of all emergency maintenance outages of the Services (collectively, "**Scheduled Downtime**").

4. **Data Backup.** The Services do not replace the need for Customer to maintain regular data backups or redundant data archives. COMPANY HAS NO OBLIGATION OR LIABILITY FOR ANY LOSS, ALTERATION, DESTRUCTION, DAMAGE, CORRUPTION, OR RECOVERY OF CUSTOMER DATA.

Schedule C

AI Services Terms of Use

These AI Services Terms of Use ("**AI Terms**") are a binding contract between you or the entity you represent ("**Customer**," "**you**," or "**your**") and EZ Management Systems, Inc. ("**Company**," "**we**," or "**us**"). These AI Terms govern your access to and use the ARDISM and such other AI Services (defined below) requested by Customer and which Company agrees to provide pursuant to the Service Details. These AI Terms supplement and are subject to and incorporated into an applicable EZ-Suite Master Services Agreement ("**MSA**"), inclusive of its Service Level Agreement ("**SLA**"), Data Processing Agreement ("**DPA**"), and any other terms or conditions referenced in any of the foregoing, which govern your use of our Services generally (together all of the foregoing are your "**Agreement**" with Company). Uppercased terms not otherwise defined herein have the meaning defined in the MSA. AI Services provided under these AI Terms are for internal business use, and not personal or consumer use.

1. Definitions.

"**Company Data**" has the meaning set out in [Section 2\(d\)](#).

"**AI Customer Input**" means information, data, materials, text, prompts, images, works, code, or other content that is input, entered, posted, uploaded, submitted, transferred, or otherwise transmitted by or on behalf of Customer or any other Authorized User through the AI Services, including for purposes of creating Customizations.

"**AI Output**" means information, data, materials, text, images, code, works, or other content generated by or otherwise output from the AI Services in response to an AI Customer Input.

"**AI Services**" means any feature, functionality, or component of the Services that incorporates, uses, depends on, or employs any AI Technology.

"**AI Technology**" means any and all machine learning, deep learning, and other artificial intelligence technologies, including statistical learning algorithms, models (including large language models), neural networks, and other artificial intelligence tools or methodologies, all software implementations of any of the foregoing, and related hardware or equipment [capable of generating various types of content (including text, images, video, audio, or computer code) based on user-supplied prompts.

"**Authorized User**" means Customer and Customer's employees, consultants, contractors, and agents (i) who are authorized by Customer to access and use the AI Services under the rights granted to Customer under these AI Terms and (ii) for whom access to the AI Services has been purchased hereunder.

"**Confidential Information**" has the meaning set out in Section 6.

"**Customizations**" means modifications, enhancements, refinements, adaptations, customizations, and derivative works of the AI Services, including those created or developed by the Company, the Customer, or its Authorized Users through fine-tuning, grounding, or similar methods.

"**Customer Data**" means AI Customer Input and information, data, and other content, in any form or medium, that is submitted, entered, posted, or otherwise transmitted by or on behalf of Customer or any other Authorized User through the AI Services; provided, however, that Customer Data does not include Company Data or AI Output.

"Company IP" means the AI Services, Customizations, any documentation, and all intellectual property provided to Customer or any other Authorized User in connection with the foregoing. For the avoidance of doubt, Company IP includes Company Data, AI Output, and any information, data, or other content derived from Company's monitoring of Customer's access to or use of the AI Services, but does not include Customer Data. Company IP includes all modifications, enhancements, refinements, adaptations, customizations, improvements, and derivative works of the AI Services.

"Feedback" has the meaning set out in [Section 8\(c\)](#).

"Order Form" has the meaning defined in the MSA and, as applicable to these AI Terms, specifically identifies AI Services and these AI Terms.

"Personal Information" means information that: (a) identifies or can be used to identify an individual (including, without limitation, names, signatures, addresses, telephone numbers, email addresses, and other unique identifiers); or (b) can be used to authenticate an individual (including, without limitation, employee identification numbers, government-issued identification numbers, passwords or PINs, user identification and account access credentials or passwords, financial account numbers, credit report information, student information, biometric, health, genetic, medical, or medical insurance data, answers to security questions, an individual's internet activity or similar interaction history, inferences drawn from other personal information to create consumer profiles, geolocation data, an individual's commercial, employment, or education history, and other personal characteristics and identifiers. Customer's business contact information is not by itself deemed to be Personal Information.

"Service Details" has the meaning defined in the MSA.

"Third-Party Products" means any products, technology, content, data, services, information, websites, or other materials that are owned by third parties and are included in, incorporated into, or accessible through the AI Services, including any third-party AI Technology.

"Training Data" means any and all information, data, materials, text, prompts, images, code, and other content that is used by or on behalf of Company to train, validate, test, retrain, or improve any AI Technology incorporated into or used with, in connection with, or in support of, the AI Services.

2. Access and Use.

(a) Provision of Access. Subject to and conditioned on your payment of Fees and compliance with all other terms and conditions of these AI Terms and the terms of MSA, including its schedules, exhibits, and such additional terms and conditions referenced therein or as otherwise communicated to you, Company hereby grants you a non-exclusive, non-transferable right to access and use the AI Services during the Term, solely for your internal business operations by Authorized Users under these terms and conditions. Company shall provide you the necessary passwords and access credentials to allow you access to the AI Services.

(b) Documentation License. Subject to the terms and conditions contained in these AI Terms, Company hereby grants you a non-exclusive, non-sublicensable, non-transferable license for Authorized Users to use the Documentation during the Term solely for your internal business purposes in connection with use of the AI Services.

(c) Use Restrictions. You shall not use the AI Services for any purposes beyond the scope of the access granted in these AI Terms. You shall not at any time, directly or indirectly, and shall not permit any Authorized Users to: (i) copy, modify, or create derivative works of the AI

Services or Documentation, in whole or in part, except to create Customizations in accordance with these AI Terms and the Documentation; (ii) rent, lease, lend, sell, license, sublicense, assign, distribute, publish, transfer, or otherwise make available the AI Services, Customizations, or Documentation; (iii) reverse engineer, disassemble, decompile, decode, or duplicate the AI Services, reproduce Training Data other than Customer Data, engage in model extraction, or otherwise attempt to derive or gain access to any source code, algorithm, model, model weights and parameters, or other underlying AI Technology or component of the AI Services, in whole or in part; (iv) access or use the AI Services or any AI Output to develop, train, or improve any other AI Technology, except that you may use AI Output to create Customizations in accordance with these AI Terms and the Documentation; (v) use web scraping, web harvesting, web data extraction or any other method to extract data from the AI Services or any AI Output; (vi) remove any proprietary notices from the AI Services or Documentation; (vii) use the AI Services to create or generate AI Output, or use AI Output in a manner, that you know or should know infringes, misappropriates, or otherwise violates any intellectual property right or other right of any person, or that violates any applicable law, regulation, or rule; or (viii) submit, enter, post, or otherwise transmit or process any Personal Information through the AI Services.

(d) Company Data. Notwithstanding anything to the contrary in these AI Terms, Company may monitor Customer's use of the AI Services and collect, compile, and process data and information related to Customer's use of the AI Services for use by Company in an aggregated and de-identified manner, including to compile statistical and performance information related to the provision and operation of the AI Services ("**Company Data**"). As between Company and Customer, all right, title, and interest in Company Data, and all intellectual property rights therein, belong to and are retained solely by Company. You agree that Company may use and make publicly available Company Data to the extent and in the manner permitted under applicable law; provided that such Company Data do not identify Customer or disclose Customer's Confidential Information.

(e) Reservation of Rights. Company reserves all rights not expressly granted to Customer in these AI Terms. Except for the limited rights and licenses expressly granted under these AI Terms, nothing in these AI Terms grants, by implication, waiver, estoppel, or otherwise, to Customer or any third party, any intellectual property rights or other right, title, or interest in or to the Company IP or Third-Party Products.

(f) Suspension. Notwithstanding anything to the contrary in these AI Terms, Company may temporarily suspend Customer's and any other Authorized User's access to any portion or all of the AI Services if: (i) Company reasonably determines that (A) there is a threat or attack on any of the Company IP; (B) Customer's or any other Authorized User's use of the Company IP disrupts or poses a security risk to the Company IP, to Company, or to any other customer or vendor of Company; (C) Customer or any other Authorized User is using the Company IP for fraudulent or illegal activities; (D) subject to applicable law, Customer has ceased to continue its business in the ordinary course, made an assignment for the benefit of creditors or similar disposition of its assets, or become the subject of any bankruptcy, reorganization, liquidation, dissolution, or similar proceeding; (E) Company's provision of the AI Services to Customer or any other Authorized User is prohibited by applicable law; or (F) Customer is using the AI Services in material violation of [Section 2\(c\)](#); (ii) any vendor of Company has suspended or terminated Company's access to or use of any third-party services or products required to enable Customer to access and use the AI Services; or (iii) in accordance with Section 5 (any such suspension described in subclause (i), (ii), or (iii), a "**AI Service Suspension**"). Company shall use commercially reasonable efforts to provide written notice of any AI Service Suspension to Customer and to provide updates regarding resumption of access to the AI Services following any AI Service Suspension. Company shall use commercially reasonable efforts to resume providing access to the AI Services as soon as

reasonably possible after the event giving rise to the AI Service Suspension is cured. Company will have no liability for any damage, liabilities, losses (including any loss of data or profits), or any other consequences that Customer or any other Authorized User may incur as a result of an AI Service Suspension.

3. Customer Responsibilities.

(a) Company Policies. The AI Services may not be used for unlawful, fraudulent, offensive, or obscene activity, as further described and set out in Section 2(c) of these AI Terms (“**Use Restrictions**”), Section 4 of the MSA (“**Restrictions**”) or as may be otherwise described in any guidelines, standards, requirements, and policies that may be posted on www.ez-suite.com (“**EZ Website**”) or otherwise communicated to Customer from time to time, which are hereby incorporated herein by reference (collectively, the “**Company Policies**”). You shall comply with all terms and conditions of these AI Terms, the MSA, all applicable laws, rules, and regulations, and all Company Policies

(b) Account Use. You are responsible and liable for all uses of the AI Services and Documentation resulting from access provided by you, directly or indirectly, whether that access or use is permitted by or in violation of these AI Terms. Without limiting the generality of the foregoing, you are responsible for all acts and omissions of Authorized Users, and any act or omission by an Authorized User that would constitute a breach of these AI Terms if taken by you will be deemed a breach of these AI Terms by you. You shall use reasonable efforts to make all Authorized Users aware of these AI Terms as applicable to such Authorized User's use of the AI Services and shall cause Authorized Users to comply with such provisions.

(c) Use of AI Output. You are solely responsible for (i) evaluating (including by human review) AI Output for accuracy, completeness, and other factors relevant to your use before using or relying on the AI Output and (ii) your decisions, actions, and omissions in reliance or based on the AI Output. AI Output may be used for your internal business purposes only.

(d) Passwords and Access Credentials. You are responsible for keeping your passwords and access credentials associated with the AI Services confidential. You shall not sell or transfer them to any other person or entity. You shall promptly notify us about any unauthorized access to your passwords or access credentials.

(e) Third-Party Products. The AI Services may permit access to Third-Party Products. In particular, Third-Party Products used in connection with the AI Services include AWS Q for Quicksite and AWS Bedrock. For purposes of these AI Terms, these Third-Party Products are subject to their own terms and conditions, including the Amazon service terms available at <https://aws.amazon.com/service-terms/>, and/or such additional terms as may be presented to you for acceptance by website link or otherwise. The AI Services may also include or incorporate Third-Party Products licensed or provided by third parties that require us to pass through additional terms to you. You shall comply with all such applicable pass-through terms as made available at the EZ Website, through the Documentation, in communications setting forth the Service Details, or otherwise, as such terms may be updated, modified, or added from time to time. We may add or remove Third-Party Products from time to time. If you do not agree to abide by the applicable terms for any Third-Party Products, then you should not install, access, or use these Third-Party Products or any AI Services that include or incorporate these Third-Party Products.

4. Service Levels. Subject to the terms and conditions of these AI Terms and any additional terms applicable to Third-Party Products, Company shall use commercially reasonable efforts to make the AI Services available in accordance with the Service Level Agreement set forth in the MSA.

5. Fees and Payment. Customer shall pay Company the Fees as described on the applicable Service Details.

6. Confidential Information. The terms of Section 10 of the MSA (“Confidentiality”) apply to each party’s rights and obligations for the protection of Confidential Information under these AI Terms. For the avoidance of doubt, with respect to the AI Services, Customer AI Output shall be considered the Confidential Information of Company, subject to any Customer Data incorporated therein, and Customer Data and Customer AI Input shall be considered the Confidential Information of Customer, except to the extent it incorporates Customer AI Output that was not originally Customer Data.

7. Data Processing. The terms of the parties DPA, together with any additional terms as applicable to Third-Party Products shall apply to each party’s rights and obligations with respect to the processing of Customer Data in connection with AI Services.

8. Intellectual Property Ownership; Feedback.

(a) Company IP. Customer acknowledges that, as between Customer and Company, Company owns all right, title, and interest, including all intellectual property rights, in and to the Company Property (as defined in Section 2.1 of the MSA), Customizations, AI Output, and Company Data (collectively, “**Company IP**”), and, for Third-Party Products, the applicable third-party providers own all right, title, and interest, including all intellectual property rights, in and to the Third-Party Products. Company hereby grants you a non-exclusive, royalty-free, perpetual license to reproduce, distribute, and otherwise use the AI Output created by or for Customer during the Term using the AI Services solely for your internal business operations by Authorized Users in accordance with the terms and conditions herein.

(b) Customer Data. Company acknowledges that, as between Company and Customer, Customer owns all right, title, and interest, including all intellectual property rights, in and to the Customer Data, except as set out in [Section 8\(a\)](#) and subject to the license granted herein. Customer hereby grants to Company a non-exclusive, royalty-free, worldwide license to (i) reproduce, distribute, and otherwise use and display the Customer Data and process the Customer Data as may be necessary for Company to provide the AI Services to Customer and (ii) use, modify, and adapt aggregated and anonymized AI Customer Input and other Customer Data to train, develop, adapt, modify, enhance, or improve the AI Services and other products or services. Notwithstanding anything in these AI Terms to the contrary, unless prohibited by applicable law, we may delete Customer Data at any time if we determine that Customer Data violates the terms of these AI Terms or that deletion is necessary to comply with applicable law.

(c) Feedback. If you or any other Authorized User sends or transmits any communications or materials to us by mail, email, telephone, or otherwise, suggesting or recommending changes to the AI Services, including without limitation, new features or functionality relating thereto, or any comments, questions, suggestions, or the like (“**Feedback**”), we are free to use that Feedback. All Feedback is and will be treated as non-confidential. You hereby assign to us on your behalf, and shall cause your Authorized Users to assign to us, all right, title, and interest in, and we are free to use, without any attribution or compensation to you or any third party, any ideas, know-how, concepts, techniques, or other intellectual property rights contained in

the Feedback, for any purpose whatsoever, although we have no obligation to acknowledge receipt of or use any Feedback.

9. Limited Warranty and Warranty Disclaimer.

(a) Limited Company Warranty. Company represents, warrants, and covenants that: (i) Company has the power and authority to enter into and perform its obligations under these AI Terms; (ii) the AI Services shall be performed and provided in a professional and workmanlike manner; and (iii) Company will provide commercially reasonable security for the AI Services. Your sole remedy and Company's sole liability for breach of the foregoing warranty is for Company to use reasonable efforts to correct the AI Services to conform to warranties set forth above. Company does not make any representations or guarantees regarding uptime or availability of the AI Services except as set forth in the SLA. The remedies set out in the SLA are Customer's sole remedies and Company's sole liability for failure of the AI Services to meet the Service Levels. THE FOREGOING WARRANTY DOES NOT APPLY, AND PROVIDER STRICTLY DISCLAIMS ALL WARRANTIES, WITH RESPECT TO ANY THIRD-PARTY PRODUCTS.

(b) Customer Warranty. You represent, warrant, and covenant that (i) you own or otherwise have and will have all necessary rights, permissions, and consents in and relating to the Customer Data so that, as received by Company and processed in accordance with the DPA and these AI Terms, it does not and will not infringe, misappropriate, or otherwise violate any intellectual property rights[, or any privacy or other rights] of any third party or violate any applicable law, and (ii) no Customer Data contains or will contain any Personal Information.

(c) EXCEPT FOR THE LIMITED WARRANTY SET OUT IN [Section 9\(a\)](#), THE AI SERVICES AND AI OUTPUT ARE PROVIDED "AS IS" AND PROVIDER SPECIFICALLY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE. PROVIDER SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT, AND ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE, OR TRADE PRACTICE. PROVIDER MAKES NO WARRANTY OF ANY KIND THAT THE AI SERVICES, OR ANY PRODUCTS OR RESULTS OF THE USE THEREOF, INCLUDING ANY AI OUTPUTS, WILL MEET YOUR OR ANY OTHER PERSON'S OR ENTITY'S REQUIREMENTS, OPERATE WITHOUT INTERRUPTION, ACHIEVE ANY INTENDED RESULT, BE COMPATIBLE OR WORK WITH ANY OF YOUR OR ANY THIRD PARTY'S SOFTWARE, SYSTEM, OR OTHER AI SERVICES, OR BE SECURE, ACCURATE, COMPLETE, FREE OF HARMFUL CODE, OR ERROR-FREE, OR THAT ANY ERRORS OR DEFECTS CAN OR WILL BE CORRECTED. YOU ACKNOWLEDGE THAT, GIVEN THE NATURE OF THE AI SERVICES AND AI TECHNOLOGY, AI OUTPUT (I) MAY BE INACCURATE, MISLEADING, BIASED, OR OFFENSIVE, (II) MAY BE THE SAME AS OR SIMILAR TO OUTPUT THE AI SERVICES GENERATE FOR OTHER CUSTOMERS, (III) MAY NOT QUALIFY FOR INTELLECTUAL PROPERTY PROTECTION, AND (IV) MAY BE SUBJECT TO THIRD PARTY TERMS, INCLUDING, AS APPLICABLE, OPEN SOURCE LICENSES[, AND (V) DO NOT NECESSARILY REFLECT, AND MAY BE INCONSISTENT WITH, PROVIDER'S AND THIRD-PARTY PROVIDERS' VIEWS.

10. Limitations of Liability. The Limitation of Liability set forth in Section 8 of the MSA shall apply to these AI Terms.

11. Term and Termination. The term of these AI Terms shall be co-extensive with the Term set forth in an Order form for AI Services and Section 11 of the MSA (Term and Termination) shall otherwise apply to the parties' rights and obligations herein.

12. Modifications. You acknowledge and agree that we have the right, in our sole discretion, to modify these AI Terms from time to time, and that modified terms become effective on posting. You will be notified of modifications through [notifications or posts on [URL]/direct email communication from us]. You are responsible for reviewing and becoming familiar with any modifications. Your continued use of the AI Services after the effective date of the modifications will be deemed acceptance of the modified terms.

13. Export Regulation. The AI Services utilize software and technology that may be subject to US export control laws, including the US Export Administration Act and its associated regulations. You shall not, directly or indirectly, export, re-export, or release the AI Services or the software or technology included in the AI Services to, or make the AI Services or the software or technology included in the AI Services accessible from, any jurisdiction or country to which export, re-export, or release is prohibited by law, regulation, or rule. You shall comply with all applicable federal laws, regulations, and rules, and complete all required undertakings (including obtaining any necessary export license or other governmental approval), prior to exporting, re-exporting, releasing, or otherwise making the AI Services or the software or technology included in the AI Services available outside the US.

14. Disputes. Section 12 of the MSA ("Disputes") shall apply to these AI Terms.

15. Miscellaneous. The Agreement (as defined in the MSA), including these AI Terms, constitutes the entire agreement and understanding between the parties hereto with respect to the subject matter hereof and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to such subject matter. In the event of any inconsistency, the Agreement shall be interpreted pursuant to Section 16.2 of the MSA. Any notices to us must be sent pursuant to Section 15 of the MSA. Notwithstanding the foregoing, you hereby consent to receiving electronic communications from us. These electronic communications may include notices about applicable Fees and charges, transactional information, and other information concerning or related to the AI Services. You agree that any notices, agreements, disclosures, or other communications that we send to you electronically will satisfy any legal communication requirements, including that such communications be in writing. The invalidity, illegality, or unenforceability of any provision herein does not affect any other provision herein or the validity, legality, or enforceability of such provision in any other jurisdiction. Any failure to act by us with respect to a breach of these AI Terms by you or others does not constitute a waiver and will not limit our rights with respect to such breach or any subsequent breaches. This Agreement, including the AI Terms, is personal to you and may not be assigned or transferred for any reason whatsoever without our prior written consent and any action or conduct in violation of the foregoing will be void and without effect. We expressly reserve the right to assign this Agreement, including the AI Terms, and to delegate any of our obligations hereunder.

Last Revised: September 17, 2025