

SitePro® Service Terms

1. INTRODUCTION

1.1 Subject. These SitePro Service Terms (“Terms”) apply to and govern your organization’s use of the SitePro technology platform and related services provided by AmpliSine Labs LLC (“AmpliSine”) as specified in an ordering document or online order entered into between your organization and AmpliSine that references these Terms (an “Order”) (collectively, the “Services”), which are further described on the SitePro web site. These Terms commence on the date you first accept them, and continue until all Orders have expired or have been terminated. We may amend these Terms at any time by conspicuously posting notifications of the amended terms on the SitePro web site. All amended terms shall automatically be effective 30 days after they are initially posted on the SitePro web site. These Terms may not be otherwise amended except in a writing signed by you and AmpliSine.

1.2 Acceptance. In order to use the Services you must review and indicate your acceptance of these Terms, either by clicking a box or button indicating your acceptance of an online version of these Terms or by entering into an Order. If you do not accept these Terms, you will not be permitted or able to use the Services.

1.3 Legal Effect of Acceptance. By accepting these Terms, you are creating a binding legal contract between AmpliSine and your organization. Except where otherwise required by the context, the term “you” as used in these Terms will be deemed to refer to the organization for whose benefit the Services are being activated.

1.4 Eligibility. You may not accept these Terms or use the Services unless (a) you are of legal age to form a binding contract with AmpliSine and (b) you have the authority to bind your organization to these Terms by accepting them. You may not access the Services if you are a direct competitor of AmpliSine, except with AmpliSine’s prior written consent. You may not access the Services for purposes of monitoring their availability, performance, or functionality, or for any other benchmarking or competitive purposes.

2. TRIAL USE

2.1 Trial Period. AmpliSine may afford you an opportunity to determine the suitability of the Services to your needs, in which case your use of the Services for the period of time specified in an Order (the “Trial Period”) may be subject to special terms or pricing. AmpliSine reserves the right to determine whether you are eligible to use the Services for the Trial Period. These Terms will govern your use of the Services after the Trial Period. THE SERVICES ARE PROVIDED “AS-IS” WITHOUT ANY WARRANTY DURING THE TRIAL PERIOD. Please review the Service’s documentation during the Trial Period so that you become familiar with the features and functions of the Services. If you register for a trial of the Services, the applicable provisions of these Terms will also govern that trial.

2.2 Trial Period Support. AmpliSine's technical support for the Services will be available to you as described in the applicable Order to assist you in your use and evaluation of the Services during the Trial Period.

3. SERVICE TERM AND PRICING

3.1 Service Term. The period during which you will receive the Services (the "Services Period") is stated in each Order. The Services Period is exclusive of any Trial Period.

3.2 Service Pricing. AmpliSine's fees for the Services are stated in each Order. Payment obligations are non-cancelable and fees paid are non-refundable. You agree that your payment obligations are not contingent on the delivery of any future functionality or features, or dependent on any oral or written public comments made by AmpliSine regarding future functionality or features. AmpliSine reserves the right to charge additional fees for functionality or features added to the Services after the effective date of your Order.

3.3 Invoicing and Payment. AmpliSine will invoice you and you will pay AmpliSine as stated in each Order.

3.4 Taxes. You are responsible for paying all taxes, levies, duties, or similar governmental assessments of any nature, including, *e.g.*, value-added, sales, use, or withholding taxes, assessable by any jurisdiction whatsoever (collectively, "Taxes"), except for Taxes based on AmpliSine's income or property or Taxes for which you are exempt. AmpliSine's fees for the Services do not include any Taxes. If AmpliSine has the legal obligation to pay or collect Taxes for which you are responsible, AmpliSine will invoice you and you will pay that amount unless you provide AmpliSine with a valid tax exemption certificate authorized by the appropriate taxing authority.

4. ACCESS AND USE

4.1 Access Right. Subject to these Terms and timely payment of fees invoiced by AmpliSine, AmpliSine grants to you during the Trial Period and Services Period a non-exclusive, nontransferable (except as expressly provided in these Terms), non-sublicensable right to access and use the Services for the sole purpose of enabling you to use and enjoy the benefit of the Services for your internal business purposes in accordance with the applicable Order. This access right terminates at the end of the Services Period or earlier termination of the Services in accordance with these Terms or the applicable Order.

4.2 Permitted Use. "User" means an individual you permit to access the Services on your behalf. "User ID" means a login or other ID used to access the Services. Each User will receive a User ID associated with your account. User IDs may not be shared or used by more than one individual during any given period of time. You are responsible and liable for all access to and use of the Services (by you, your Users, or otherwise) through any User ID associated with your account. You acknowledge and agree that you are responsible for maintaining the security and confidentiality of all passwords for User IDs associated with your account and that you are responsible for all activities that occur under your account. You will notify

AmpliSine technical support immediately of any unauthorized or illegal use of any User ID associated with your account, or any other actual or suspected breach of security of which you become aware.

4.3 Restrictions. You agree to use the Services only for purposes and in a manner that are permitted by (a) these Terms, each Order, and the SitePro web site, and (b) applicable laws and regulations.

You agree not to (and not to attempt to) (x) use or permit the use of, reproduce, distribute, modify, encumber, time-share, license, sublicense, rent, lease, sell, or transfer any of the Services or (y) decompile, reverse engineer (to the extent such restriction is permitted by law), or otherwise derive or discover the source code of the Services or any applications used to provide them.

4.4 Services Availability. AmpliSine's goal will be to make the Services available to you 24 hours a day, 7 days a week, EXCEPT during maintenance. However, 24x7 availability of the Services is only a goal and AmpliSine does not represent or guarantee that such goal will be achieved at all times. You acknowledge that your ability to access and use the Services may also be affected by resources and factors outside the control of AmpliSine, including without limitation your access to the public internet.

4.5 Network Access and Devices. You are responsible for obtaining the data network access necessary to use the Services. Your mobile network's data and messaging rates and fees may apply if you access or use the Services from a wireless device. You are responsible for acquiring and updating compatible hardware or devices necessary to access and use the Services and applications and any updates thereto. AmpliSine does not guarantee that the Services, or any portion thereof, will function on any particular hardware or devices. In addition, the Services may be subject to malfunctions and delays inherent in the use of the Internet and electronic communications.

4.6 Mode of Access. You agree not to access or attempt to access the Services by any means other than the SitePro web interface or mobile application(s) provided by AmpliSine or to attempt to circumvent or disable any access or use restrictions or security mechanisms put in place by AmpliSine or its licensors. AmpliSine may suspend your or any individual User's access to part or all of the Services if AmpliSine reasonably determines it to be necessary (but only as needed to address the issue and only for as long as AmpliSine reasonably believes it to be necessary), if, as a result of your use of the Services or breach of these Terms, AmpliSine reasonably believes that: (a) AmpliSine is likely to be subject or exposed to civil sanctions or suit; (b) AmpliSine is likely to be subject or exposed to criminal sanctions or prosecution; (c) such use or breach is likely to cause harm to AmpliSine or AmpliSine's customers, employees, or business partners; or (d) such use or breach is likely to interfere with the integrity, operations, or security of the Services or AmpliSine's network or systems or those with which AmpliSine is interconnected or interfere with another customer's use of any of the foregoing. AmpliSine may also suspend or prevent your or any individual User's access to the Services if required by a court order or government notice.

4.7 Removal of Content. If AmpliSine is required by a licensor to remove content, or AmpliSine receives information that content provided by or to you may violate applicable law or third-party rights, AmpliSine may remove the applicable content or disable the applicable Service until the potential violation is resolved.

4.8 Account Information. As a condition of your right to access and use the Services, you agree to provide complete and accurate account information and to keep it up to date during the Trial Period and Services Period.

5. Professional Services

These Terms govern the Services. If you require professional services in connection with your use of the Services (e.g., training or implementation support), such professional services will be governed by a separate professional services agreement between the parties.

6. TECHNICAL SUPPORT

AmpliSine will provide reasonable technical support to assist you in your use of the Services in the manner stated in each Order.

7. CONFIDENTIALITY

7.1 Confidentiality. The term “Confidential Information” means all non-public information disclosed by a party to the other party during the Trial Period or Services Period, whether orally or in writing, regardless of form, that is designated as confidential or that reasonably should be understood to be confidential given its nature and the circumstances under which it was disclosed, including without limitation each party’s respective business and marketing plans, technology and technical information, product plans and designs, and business processes. Our Confidential Information includes the Services and all components of the Services. All negotiated pricing terms and Orders between you and AmpliSine shall be considered Confidential Information of both parties. Confidential Information shall not include any information that (a) is or becomes generally known to the public without breach of any obligation owed to the disclosing party; (b) was known to the receiving party prior to its disclosure by the disclosing party without breach of any obligation owed to the disclosing party; (c) is received from a third party without breach of any obligation owed to the disclosing party; or (d) was independently developed by the receiving party.

7.2 Protection. Except as provided in Section 7.3, each party shall: (a) hold the Confidential Information of the other party in confidence and protect it from disclosure to third parties using the same efforts such party uses to protect its own confidential information of a similar nature (but not less than reasonable care); (b) use and reproduce the Confidential Information of the other party only in connection with the provision of the Services or for other permissible purposes contemplated hereby; and (c) restrict access to the Confidential Information of the other party on a need to know basis; provided, however, that: (i) if a legal proceeding has been instituted to seek disclosure of the Confidential Information or with respect to which the Confidential Information is material, such Confidential Information will not be destroyed until the proceeding is settled or a final judgment has been rendered; and (ii) the receiving party will not, in connection with the foregoing obligations, be required to identify or delete Confidential Information held in archive or back-up systems in accordance with general systems archiving or backup policies. As between the parties, each party’s Confidential Information will be and remain solely the property of such party.

7.3 Exceptions. Each party may disclose and retain Confidential Information of the other party to the extent required: (a) in order to comply with the order of a court or other governmental body, or as otherwise necessary to comply with applicable law, provided that the party required to make such disclosure first provides, unless prohibited by applicable law, written notice to the other party affording it an opportunity to obtain a protective order; or (b) to establish or enforce such party's rights under these Terms. AmpliSine may disclose your Confidential Information to the extent necessary to provide, operate, maintain, or improve the Services, including, *e.g.*, by disclosing information to third parties in connection with transactions between you and such third party. Without limiting the generality of the foregoing, you understand that AmpliSine may continue to make available information about you and your transactions to applicable third parties after termination or expiration of the Services.

7.4 Duration. Each party's obligations with respect to Confidential Information of the other party set forth in this section will continue in force and effect throughout each Services Period and for a period of three (3) years after termination or expiration of all Orders, except with respect to Confidential Information constituting a trade secret, in which case the receiving party shall protect such Confidential Information for the preceding period plus such additional period as such trade secret status is maintained under applicable law.

8. INTELLECTUAL PROPERTY RIGHTS

8.1 General. You acknowledge and agree that the Services (as they may be modified from time), including without limitation the selection and arrangement of the components of the Services and any software associated with the Services, are the valuable property of AmpliSine (or its licensors) and are protected by copyright, trademark, trade dress, patent, unfair competition, and other intellectual and industrial property rights, and that AmpliSine and its licensors retain all of the rights, titles, and interests in and to the Services and related materials. Except as expressly provided in these Terms, AmpliSine does not grant you any express or implied rights or licenses to the Services or to use or exercise any of AmpliSine's or its licensors' intellectual property rights. In addition, you grant to AmpliSine and its licensors an irrevocable, worldwide, royalty-free, perpetual license to use and incorporate into the Services any suggestions, enhancement requests, recommendations, or other feedback you or your Users provide with respect to the Services.

8.2 Marks. The trademarks, logos, and service marks ("Marks") displayed on the AmpliSine (or its third-party service provider's) web site, in marketing materials, and in the applications used for the Services are the property of AmpliSine or third parties. You are not permitted to use the Marks without the prior written consent of AmpliSine or the third-party owner of the Mark.

8.3 Feedback. You hereby grant AmpliSine a non-exclusive, royalty-free, fully paid up, perpetual, irrevocable, transferable, unlimited, world-wide right and license to use and otherwise commercially exploit any feedback, ideas, or other suggestions you communicate to AmpliSine.

8.4 User Data. You grant to AmpliSine a non-exclusive right and license to copy, host, store, transmit, display, and otherwise use any data, media, or content collected from you in any manner that is not inconsistent with these Terms or the Privacy Policy .

9. LIMITED WARRANTY AND REMEDY

9.1 Limited Services Warranty. AmpliSine warrants to you that, during the Services Period, the Services will materially conform to AmpliSine's published descriptions and specifications.

9.2 Limited Remedy for Breach of Services Warranty. If you believe that there has been a breach of the foregoing Services warranty, you must notify AmpliSine in writing during the Services Period describing in reasonable detail the nature of the alleged breach. If AmpliSine is able to confirm that there has been a breach of the Services warranty, then AmpliSine's sole obligation, and your sole and exclusive remedy, will be for AmpliSine to correct or re-perform, at no additional charge, the Services to cause them to comply with the Services warranty. However, if AmpliSine is unable to correct a breach of the Services warranty after reasonable repeated efforts, you will be entitled to terminate the applicable Order, in which case your remedy will be to receive a pro-rata refund of the fees paid for the non-conforming Services.

9.3 DISCLAIMER. EXCEPT AS EXPRESSLY PROVIDED IN THESE TERMS, NEITHER AMPLISINE NOR ANY OF ITS THIRD-PARTY SUPPLIERS OR LICENSORS MAKES ANY WARRANTIES, WRITTEN OR ORAL, EXPRESS OR IMPLIED, WITH RESPECT TO THE SERVICES OR OTHERWISE IN CONNECTION WITH THESE TERMS. ANY IMPLIED WARRANTIES ARE EXPRESSLY DISCLAIMED, INCLUDING WITHOUT LIMITATION ANY STATUTORY OR IMPLIED WARRANTIES OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY, AND FITNESS FOR A PARTICULAR PURPOSE, AND ANY IMPLIED WARRANTIES THAT ARISE THROUGH USAGE OF TRADE OR CUSTOM, COURSE OF DEALING, OR COURSE OF PERFORMANCE. AMPLISINE DOES NOT REPRESENT OR WARRANT THAT THE SERVICES WILL MEET YOUR NEEDS OR REQUIREMENTS, THAT ANY INFORMATION OBTAINED THROUGH YOUR USE OF THE SERVICES WILL BE ACCURATE OR RELIABLE, THAT YOUR USE OF THE SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE, OR FREE FROM ERROR, OR THAT ALL DEFECTS IN THE SERVICES OR SOFTWARE USED TO PROVIDE THE SERVICES WILL BE CORRECTED.

10. RISK OF LOSS AND LIMITATION OF LIABILITY.

10.1 Risk of Loss. You accept all risk of loss or damage to your computer system or other device or loss of data that results from or in connection with your use of the Services, including without limitation your downloading of materials or data in connection with your use of the Services.

10.2 Limitation of Liability. If you should become entitled to claim damages from AmpliSine for any reason arising out of or relating in any manner to your use of or inability to use the Services (regardless of the form of action, including without limitation, breach of contract, negligence, or other tort claim), AmpliSine's liability will be limited, as set forth in this paragraph, to the maximum extent permitted by applicable law. AmpliSine will be liable only for the amount of

your actual direct damages up to a maximum amount of the greater of \$5,000 or the amounts actually paid by you to AmpliSine UNDER THE APPLICABLE ORDER during the month IMMEDIATELY prior to the event giving rise to the liability in the aggregate for all claims. In no event, however, will AmpliSine have any liability to you for (a) any damages caused by any fault or failure of you or your affiliates, personnel, Users, suppliers, or representatives, including WITHOUT LIMITATION any failure to provide AmpliSine with accurate information or to keep your password or account details secure and confidential; (b) any claims or demands of third parties (including without limitation your Users) of any nature; or (c) any delays in AmpliSine's performance or failure to perform as a result of any cause beyond AmpliSine's reasonable control. IN NO EVENT SHALL AMPLISINE BE LIABLE TO YOU FOR ANY LOST PROFITS; LOST DATA; LOSS OF BUSINESS, GOODWILL, OR REPUTATION; LOST SAVINGS; OR OTHER CONSEQUENTIAL, SPECIAL, INCIDENTAL, INDIRECT, EXEMPLARY, OR PUNITIVE DAMAGES, EVEN IF SUCH DAMAGES ARE FORESEEABLE OR AMPLISINE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. YOU ACKNOWLEDGE AND AGREE THAT THE LIMITATIONS OF LIABILITY AND REMEDIES SET FORTH IN THESE TERMS ARE REASONABLE AND THAT AMPLISINE WOULD NOT HAVE AGREED TO MAKE THE SERVICE AVAILABLE FOR THE FEES SET FORTH IN THE ORDER IN THE ABSENCE OF SUCH LIMITATIONS OF LIABILITY AND REMEDIES.

10.3 Waiver of Claims Against Licensors or Business Partners. You acknowledge that AmpliSine licenses certain third party products and services in order to provide the Services. You further acknowledge and agree that you are contracting solely with AmpliSine, and, **to the maximum extent permitted by applicable law, you hereby release, and waive all claims against, AmpliSine's licensors or business partners from any and all liability for claims, damages (actual and consequential), and costs and expenses (including WITHOUT LIMITATION litigation costs and attorneys' fees) of every kind and nature, arising out of or in any way connected with your use of the Services.**

11. INDEMNIFICATION

You agree that by making the Services available to you, AmpliSine should not and does not assume any responsibility or liability for the risks associated with your business. Accordingly, you agree at your own expense to defend, indemnify, and hold harmless AmpliSine and its officers, directors, licensors, employees, and representatives from and against all claims by third parties (including without limitation your Users) arising out of or relating in any way to the conduct of your business or the use of or inability to use the Services, and all associated losses, costs, damages, and settlements, including without limitation reasonable legal fees and expenses. In the event of a claim in respect of which AmpliSine seeks indemnification from you under this paragraph, AmpliSine will promptly notify you in writing of the claim, cooperate with you at your expense in defending or settling the claim, and allow you to control the defense and settlement of the claim, including without limitation the selection of attorneys.

THE LIMITATIONS OF LIABILITY, RELEASES, AND INDEMNITIES SET FORTH IN THESE TERMS SHALL APPLY TO ANY CLAIMS WITHOUT REGARD TO THE CAUSES THEREOF INCLUDING, WITHOUT LIMITATION, PRE-EXISTING CONDITIONS, WHETHER SUCH CONDITIONS BE PATENT OR LATENT, ULTRAHAZARDOUS ACTIVITY, STRICT LIABILITY, TORT, BREACH OF CONTRACT, BREACH OF DUTY (STATUTORY OR OTHERWISE), BREACH OF ANY SAFETY REQUIREMENT OR REGULATION, OR THE NEGLIGENCE OF ANY PERSON OR PARTY, INCLUDING THE

INDEMNIFIED PARTY OR PARTIES, WHETHER SUCH FORM OF NEGLIGENCE BE SOLE, JOINT AND/OR CONCURRENT, ACTIVE OR PASSIVE, OR ANY OTHER THEORY OF LEGAL LIABILITY.

12. MANDATORY ARBITRATION OF DISPUTES

AmpliSine and you agree that all disputes, controversies, or claims which arise out of or relate in any way to the Services or these Terms shall be finally resolved by arbitration held in Austin, Texas and conducted by a single arbitrator according to the Commercial Arbitration Rules of the American Arbitration Association using expedited procedures. The arbitrator will have no authority to award any damages that are excluded by these terms. AmpliSine and you agree that the award by the arbitrator may be enforced in any court having jurisdiction. It is expressly agreed that AmpliSine may seek injunctive relief by a court pending an award in arbitration and shall not, by doing so, be held to have infringed the powers of the arbitrator or to have breached its agreement to arbitrate.

13. general provisions

13.1 Policies. When using particular Services, you agree that you are subject to any posted policies or rules applicable to Services you use, which may be posted from time to time, including without limitation the privacy policy at <https://www.amplisine.com/SitePro/Content/PrivacyPolicy.pdf> (the "Privacy Policy"). AmpliSine's policies may be changed from time to time and are effective thirty (30) days after posting the changes. All such posted policies or rules are hereby incorporated by reference into these Terms.

13.2 Evolution of Services. AmpliSine may add or remove functionality or features to or from a Service, or may suspend or stop a Service altogether. If AmpliSine discontinues a Service, it will give you reasonable advance notice where reasonably possible.

13.3 Entire Agreement. These Terms and each Order represent the entire agreement between you and AmpliSine with respect to its subject matter.

13.4 Conflicts. In the event of any conflict between these Terms and any Order, the terms contained in the applicable Order will prevail and govern.

13.5 Governing Law. These Terms, each Order, and our relationship pursuant to them shall be interpreted under and governed by the laws of the State of Texas, exclusive of its choice of law rules.

13.6 Waiver. If either party waives or modifies any term or condition of these Terms or an Order, that will not void, waive, or change any other term or condition. If either party waives a default by the other, that does not mean that either party will waive future or other defaults.

13.7 Notices. Notices to AmpliSine should be addressed to AmpliSine Labs LLC, Attention: Legal, 9502 HWY 87, Lubbock, TX 79423. AmpliSine will address notices to you to your account administrator set forth in the applicable Order. Except as otherwise specified in this Agreement, all notices related to this

Agreement will be in writing and will be effective upon (a) personal delivery; (b) the second business day after mailing; or (c), except for notices of termination or an indemnifiable claim, the day of sending by email.

13.8 Assignment. You may not assign or otherwise transfer these Terms or any Order or any rights granted under them without the prior written consent of AmpliSine, which consent may be withheld at AmpliSine's sole discretion, and any purported assignment without AmpliSine's prior written consent shall be void.

13.9 Force Majeure. Except with respect to the payment of fees under an Order, neither party will be liable to the other for any failure or delay in performance under these Terms or an Order due to circumstances beyond its reasonable control, including without limitation an act of God, act of government, flood, fire, earthquake, civil unrest, act of terror, strike or other labor problem (other than one involving AmpliSine employees), Internet service provider failure or delay, hacking incident, or denial of service attack.

13.10 Export Compliance. You acknowledge and agree that U.S. export control laws and regulations and other applicable export and import laws and regulations govern your use of the Services and you will neither export or re-export, directly or indirectly, the Services in violation of such laws and regulations, or use the Services for any purpose prohibited by such laws and regulations. Each party represents that it is not named on any U.S. government denied-party list. You shall not permit Users to access or use the Services outside the U.S.

13.11 Relationship of the Parties. AmpliSine, in furnishing the Services, is acting as an independent contractor to you. Neither these Terms nor any Order create a relationship of employment, agency, or partnership between the parties.

13.12 No Third Party Beneficiaries. Except for the indemnified parties under Section 11, there are no third-party beneficiaries under this agreement.

13.13 Severability. If any part of these Terms or any Order, for any reason, is declared to be invalid, it shall be reformed to the minimum extent necessary in order for these Terms and the Order to remain in effect and be enforceable in accordance with applicable law, and the remaining provisions of these Terms and the Order shall remain in full force and effect.

13.14 Survival. Any provision of these Terms or an Order that contemplates or governs performance or observance subsequent to the expiration of these Terms or expiration or earlier termination of an Order shall continue in effect and apply according to its terms.

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specified in an ordering document or online order entered into between your organization and AmpliSine that references these Terms (an “Order”) (collectively, the “Services”), which are further described on the SitePro web site. These Terms commence on the date you first accept them, and continue until all Orders have expired or have been terminated. We may amend these Terms at any time by conspicuously posting notifications of the amended terms on the SitePro web site. All amended terms shall automatically be effective 30 days after they are initially posted on the SitePro web site. These Terms may not be otherwise amended except in a writing signed by you and AmpliSine.

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4.5 Network Access and Devices. You are responsible for obtaining the data network access necessary to use the Services. Your mobile network's data and messaging rates and fees may apply if you access or use the Services from a wireless device. You are responsible for acquiring and updating compatible hardware or devices necessary to access and use the Services and applications and any updates thereto. AmpliSine does not guarantee that the Services, or any portion thereof, will function on any particular hardware or devices. In addition, the Services may be subject to malfunctions and delays inherent in the use of the Internet and electronic communications.

4.6 Mode of Access. You agree not to access or attempt to access the Services by any means other than the SitePro web interface or mobile application(s) provided by AmpliSine or to attempt to circumvent or disable any access or use restrictions or security mechanisms put in place by AmpliSine or its licensors. AmpliSine may suspend your or any individual User's access to part or all of the Services if AmpliSine reasonably determines it to be necessary (but only as needed to address the issue and only for as long as AmpliSine reasonably believes it to be necessary), if, as a result of your use of the Services or breach of these Terms, AmpliSine reasonably believes that: (a) AmpliSine is likely to be subject or exposed to civil sanctions or suit; (b) AmpliSine is likely to be subject or exposed to criminal sanctions or prosecution; (c) such use or breach is likely to cause harm to AmpliSine or AmpliSine's customers, employees, or business partners; or (d) such use or breach is likely to interfere with the integrity, operations, or security of the Services or AmpliSine's network or systems or those with which AmpliSine is interconnected or interfere with another customer's use of any of the foregoing. AmpliSine may also suspend or prevent your or any individual User's access to the Services if required by a court order or government notice.

4.7 Removal of Content. If AmpliSine is required by a licensor to remove content, or AmpliSine receives information that content provided by or to you may violate applicable law or third-party rights, AmpliSine may remove the applicable content or disable the applicable Service until the potential violation is resolved.

4.8 Account Information. As a condition of your right to access and use the Services, you agree to provide complete and accurate account information and to keep it up to date during the Trial Period and Services Period.

5. Professional Services

These Terms govern the Services. If you require professional services in connection with your use of the Services (e.g., training or implementation support), such professional services will be governed by a separate professional services agreement between the parties.

6. TECHNICAL SUPPORT

AmpliSine will provide reasonable technical support to assist you in your use of the Services in the manner stated in each Order.

7. CONFIDENTIALITY

7.1 Confidentiality. The term “Confidential Information” means all non-public information disclosed by a party to the other party during the Trial Period or Services Period, whether orally or in writing, regardless of form, that is designated as confidential or that reasonably should be understood to be confidential given its nature and the circumstances under which it was disclosed, including without limitation each party’s respective business and marketing plans, technology and technical information, product plans and designs, and business processes. Our Confidential Information includes the Services and all components of the Services. All negotiated pricing terms and Orders between you and AmpliSine shall be considered Confidential Information of both parties. Confidential Information shall not include any information that (a) is or becomes generally known to the public without breach of any obligation owed to the disclosing party; (b) was known to the receiving party prior to its disclosure by the disclosing party without breach of any obligation owed to the disclosing party; (c) is received from a third party without breach of any obligation owed to the disclosing party; or (d) was independently developed by the receiving party.

7.2 Protection. Except as provided in Section 7.3, each party shall: (a) hold the Confidential Information of the other party in confidence and protect it from disclosure to third parties using the same efforts such party uses to protect its own confidential information of a similar nature (but not less than reasonable care); (b) use and reproduce the Confidential Information of the other party only in connection with the provision of the Services or for other permissible purposes contemplated hereby; and (c) restrict access to the Confidential Information of the other party on a need to know basis; provided, however, that: (i) if a legal proceeding has been instituted to seek disclosure of the Confidential Information or with respect to which the Confidential Information is material, such Confidential Information will not be destroyed until the proceeding is settled or a final judgment has been rendered; and (ii) the receiving party will not, in connection with the foregoing obligations, be required to identify or delete Confidential Information held in archive or back-up systems in accordance with general systems archiving or backup policies. As between the parties, each party’s Confidential Information will be and remain solely the property of such party.

7.3 Exceptions. Each party may disclose and retain Confidential Information of the other party to the extent required: (a) in order to comply with the order of a court or other governmental body, or as otherwise necessary to comply with applicable law, provided that the party required to make such disclosure first provides, unless prohibited by applicable law, written notice to the other party affording it an opportunity to obtain a protective order; or (b) to establish or enforce such party’s rights under these Terms. AmpliSine may disclose your Confidential Information to the extent necessary to provide, operate, maintain, or improve the Services, including, e.g., by disclosing information to third parties in connection with transactions between you and such third party. Without limiting the generality of the foregoing, you understand that AmpliSine may continue to make available information about you and your transactions to applicable third parties after termination or expiration of the Services.

7.4 Duration. Each party's obligations with respect to Confidential Information of the other party set forth in this section will continue in force and effect throughout each Services Period and for a period of three (3) years after termination or expiration of all Orders, except with respect to Confidential Information constituting a trade secret, in which case the receiving party shall protect such Confidential Information for the preceding period plus such additional period as such trade secret status is maintained under applicable law.

8. INTELLECTUAL PROPERTY RIGHTS

8.1 General. You acknowledge and agree that the Services (as they may be modified from time), including without limitation the selection and arrangement of the components of the Services and any software associated with the Services, are the valuable property of AmpliSine (or its licensors) and are protected by copyright, trademark, trade dress, patent, unfair competition, and other intellectual and industrial property rights, and that AmpliSine and its licensors retain all of the rights, titles, and interests in and to the Services and related materials. Except as expressly provided in these Terms, AmpliSine does not grant you any express or implied rights or licenses to the Services or to use or exercise any of AmpliSine's or its licensors' intellectual property rights. In addition, you grant to AmpliSine and its licensors an irrevocable, worldwide, royalty-free, perpetual license to use and incorporate into the Services any suggestions, enhancement requests, recommendations, or other feedback you or your Users provide with respect to the Services.

8.2 Marks. The trademarks, logos, and service marks ("Marks") displayed on the AmpliSine (or its third-party service provider's) web site, in marketing materials, and in the applications used for the Services are the property of AmpliSine or third parties. You are not permitted to use the Marks without the prior written consent of AmpliSine or the third-party owner of the Mark.

8.3 Feedback. You hereby grant AmpliSine a non-exclusive, royalty-free, fully paid up, perpetual, irrevocable, transferable, unlimited, world-wide right and license to use and otherwise commercially exploit any feedback, ideas, or other suggestions you communicate to AmpliSine.

8.4 User Data. You grant to AmpliSine a non-exclusive right and license to copy, host, store, transmit, display, and otherwise use any data, media, or content collected from you in any manner that is not inconsistent with these Terms or the Privacy Policy .

9. LIMITED WARRANTY AND REMEDY

9.1 Limited Services Warranty. AmpliSine warrants to you that, during the Services Period, the Services will materially conform to AmpliSine's published descriptions and specifications.

9.2 Limited Remedy for Breach of Services Warranty. If you believe that there has been a breach of the foregoing Services warranty, you must notify AmpliSine in writing during the Services Period describing in reasonable detail the nature of the alleged breach. If AmpliSine is able to confirm that there has been a breach of the Services warranty, then AmpliSine's sole obligation, and your sole and exclusive

remedy, will be for AmpliSine to correct or re-perform, at no additional charge, the Services to cause them to comply with the Services warranty. However, if AmpliSine is unable to correct a breach of the Services warranty after reasonable repeated efforts, you will be entitled to terminate the applicable Order, in which case your remedy will be to receive a pro-rata refund of the fees paid for the non-conforming Services.

9.3 DISCLAIMER. EXCEPT AS EXPRESSLY PROVIDED IN THESE TERMS, NEITHER AMPLISINE NOR ANY OF ITS THIRD-PARTY SUPPLIERS OR LICENSORS MAKES ANY WARRANTIES, WRITTEN OR ORAL, EXPRESS OR IMPLIED, WITH RESPECT TO THE SERVICES OR OTHERWISE IN CONNECTION WITH THESE TERMS. ANY IMPLIED WARRANTIES ARE EXPRESSLY DISCLAIMED, INCLUDING WITHOUT LIMITATION ANY STATUTORY OR IMPLIED WARRANTIES OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY, AND FITNESS FOR A PARTICULAR PURPOSE, AND ANY IMPLIED WARRANTIES THAT ARISE THROUGH USAGE OF TRADE OR CUSTOM, COURSE OF DEALING, OR COURSE OF PERFORMANCE. AMPLISINE DOES NOT REPRESENT OR WARRANT THAT THE SERVICES WILL MEET YOUR NEEDS OR REQUIREMENTS, THAT ANY INFORMATION OBTAINED THROUGH YOUR USE OF THE SERVICES WILL BE ACCURATE OR RELIABLE, THAT YOUR USE OF THE SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE, OR FREE FROM ERROR, OR THAT ALL DEFECTS IN THE SERVICES OR SOFTWARE USED TO PROVIDE THE SERVICES WILL BE CORRECTED.

10. RISK OF LOSS AND LIMITATION OF LIABILITY.

10.1 Risk of Loss. You accept all risk of loss or damage to your computer system or other device or loss of data that results from or in connection with your use of the Services, including without limitation your downloading of materials or data in connection with your use of the Services.

10.2 Limitation of Liability. If you should become entitled to claim damages from AmpliSine for any reason arising out of or relating in any manner to your use of or inability to use the Services (regardless of the form of action, including without limitation, breach of contract, negligence, or other tort claim), AmpliSine's liability will be limited, as set forth in this paragraph, to the maximum extent permitted by applicable law. AmpliSine will be liable only for the amount of your actual direct damages up to a maximum amount of the greater of \$5,000 or the amounts actually paid by you to AmpliSine UNDER THE APPLICABLE ORDER during the month IMMEDIATELY prior to the event giving rise to the liability in the aggregate for all claims. In no event, however, will AmpliSine have any liability to you for (a) any damages caused by any fault or failure of you or your affiliates, personnel, Users, suppliers, or representatives, including WITHOUT LIMITATION any failure to provide AmpliSine with accurate information or to keep your password or account details secure and confidential; (b) any claims or demands of third parties (including without limitation your Users) of any nature; or (c) any delays in AmpliSine's performance or failure to perform as a result of any cause beyond AmpliSine's reasonable control. IN NO EVENT SHALL AMPLISINE BE LIABLE TO YOU FOR ANY LOST PROFITS; LOST DATA; LOSS OF BUSINESS, GOODWILL, OR REPUTATION; LOST SAVINGS; OR OTHER CONSEQUENTIAL, SPECIAL, INCIDENTAL, INDIRECT, EXEMPLARY, OR PUNITIVE DAMAGES, EVEN IF SUCH DAMAGES ARE FORESEEABLE OR AMPLISINE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. YOU ACKNOWLEDGE AND AGREE THAT THE LIMITATIONS OF LIABILITY AND REMEDIES SET FORTH IN THESE TERMS ARE REASONABLE AND THAT AMPLISINE WOULD NOT HAVE AGREED TO MAKE THE SERVICE AVAILABLE FOR THE FEES

SET FORTH IN THE ORDER IN THE ABSENCE OF SUCH LIMITATIONS OF LIABILITY AND REMEDIES.

10.3 Waiver of Claims Against Licensors or Business Partners. You acknowledge that AmpliSine licenses certain third party products and services in order to provide the Services. You further acknowledge and agree that you are contracting solely with AmpliSine, and, **to the maximum extent permitted by applicable law, you hereby release, and waive all claims against, AmpliSine's licensors or business partners from any and all liability for claims, damages (actual and consequential), and costs and expenses (including WITHOUT LIMITATION litigation costs and attorneys' fees) of every kind and nature, arising out of or in any way connected with your use of the Services.**

11. INDEMNIFICATION

You agree that by making the Services available to you, AmpliSine should not and does not assume any responsibility or liability for the risks associated with your business. Accordingly, you agree at your own expense to defend, indemnify, and hold harmless AmpliSine and its officers, directors, licensors, employees, and representatives from and against all claims by third parties (including without limitation your Users) arising out of or relating in any way to the conduct of your business or the use of or inability to use the Services, and all associated losses, costs, damages, and settlements, including without limitation reasonable legal fees and expenses. In the event of a claim in respect of which AmpliSine seeks indemnification from you under this paragraph, AmpliSine will promptly notify you in writing of the claim, cooperate with you at your expense in defending or settling the claim, and allow you to control the defense and settlement of the claim, including without limitation the selection of attorneys.

THE LIMITATIONS OF LIABILITY, RELEASES, AND INDEMNITIES SET FORTH IN THESE TERMS SHALL APPLY TO ANY CLAIMS WITHOUT REGARD TO THE CAUSES THEREOF INCLUDING, WITHOUT LIMITATION, PRE-EXISTING CONDITIONS, WHETHER SUCH CONDITIONS BE PATENT OR LATENT, ULTRAHAZARDOUS ACTIVITY, STRICT LIABILITY, TORT, BREACH OF CONTRACT, BREACH OF DUTY (STATUTORY OR OTHERWISE), BREACH OF ANY SAFETY REQUIREMENT OR REGULATION, OR THE NEGLIGENCE OF ANY PERSON OR PARTY, INCLUDING THE INDEMNIFIED PARTY OR PARTIES, WHETHER SUCH FORM OF NEGLIGENCE BE SOLE, JOINT AND/OR CONCURRENT, ACTIVE OR PASSIVE, OR ANY OTHER THEORY OF LEGAL LIABILITY.

12. MANDATORY ARBITRATION OF DISPUTES

AmpliSine and you agree that all disputes, controversies, or claims which arise out of or relate in any way to the Services or these Terms shall be finally resolved by arbitration held in Austin, Texas and conducted by a single arbitrator according to the Commercial Arbitration Rules of the American Arbitration Association using expedited procedures. The arbitrator will have no authority to award any damages that are excluded by these terms. AmpliSine and you agree that the award by the arbitrator may be enforced in any court having jurisdiction. It is expressly agreed that AmpliSine may seek injunctive relief by a court pending an award in arbitration and shall not, by doing so, be held to have infringed the powers of the arbitrator or to have breached its agreement to arbitrate.

13. general provisions

13.1 Policies. When using particular Services, you agree that you are subject to any posted policies or rules applicable to Services you use, which may be posted from time to time, including without limitation the privacy policy at <https://www.amplisine.com/SitePro/Content/PrivacyPolicy.pdf> (the "Privacy Policy"). AmpliSine's policies may be changed from time to time and are effective thirty (30) days after posting the changes. All such posted policies or rules are hereby incorporated by reference into these Terms.

13.2 Evolution of Services. AmpliSine may add or remove functionality or features to or from a Service, or may suspend or stop a Service altogether. If AmpliSine discontinues a Service, it will give you reasonable advance notice where reasonably possible.

13.3 Entire Agreement. These Terms and each Order represent the entire agreement between you and AmpliSine with respect to its subject matter.

13.4 Conflicts. In the event of any conflict between these Terms and any Order, the terms contained in the applicable Order will prevail and govern.

13.5 Governing Law. These Terms, each Order, and our relationship pursuant to them shall be interpreted under and governed by the laws of the State of Texas, exclusive of its choice of law rules.

13.6 Waiver. If either party waives or modifies any term or condition of these Terms or an Order, that will not void, waive, or change any other term or condition. If either party waives a default by the other, that does not mean that either party will waive future or other defaults.

13.7 Notices. Notices to AmpliSine should be addressed to AmpliSine Labs LLC, Attention: Legal, 9502 HWY 87, Lubbock, TX 79423. AmpliSine will address notices to you to your account administrator set forth in the applicable Order. Except as otherwise specified in this Agreement, all notices related to this Agreement will be in writing and will be effective upon (a) personal delivery; (b) the second business day after mailing; or (c), except for notices of termination or an indemnifiable claim, the day of sending by email.

13.8 Assignment. You may not assign or otherwise transfer these Terms or any Order or any rights granted under them without the prior written consent of AmpliSine, which consent may be withheld at AmpliSine's sole discretion, and any purported assignment without AmpliSine's prior written consent shall be void.

13.9 Force Majeure. Except with respect to the payment of fees under an Order, neither party will be liable to the other for any failure or delay in performance under these Terms or an Order due to circumstances beyond its reasonable control, including without limitation an act of God, act of government, flood, fire, earthquake, civil unrest, act of terror, strike or other labor problem (other than one involving AmpliSine employees), Internet service provider failure or delay, hacking incident, or denial of service attack.

13.10 Export Compliance. You acknowledge and agree that U.S. export control laws and regulations and other applicable export and import laws and regulations govern your use of the Services and you will neither export or re-export, directly or indirectly, the Services in violation of such laws and regulations, or use

the Services for any purpose prohibited by such laws and regulations. Each party represents that it is not named on any U.S. government denied-party list. You shall not permit Users to access or use the Services outside the U.S.

13.11 Relationship of the Parties. AmpliSine, in furnishing the Services, is acting as an independent contractor to you. Neither these Terms nor any Order create a relationship of employment, agency, or partnership between the parties.

13.12 No Third Party Beneficiaries. Except for the indemnified parties under Section 11, there are no third-party beneficiaries under this agreement.

13.13 Severability. If any part of these Terms or any Order, for any reason, is declared to be invalid, it shall be reformed to the minimum extent necessary in order for these Terms and the Order to remain in effect and be enforceable in accordance with applicable law, and the remaining provisions of these Terms and the Order shall remain in full force and effect.

13.14 Survival. Any provision of these Terms or an Order that contemplates or governs performance or observance subsequent to the expiration of these Terms or expiration or earlier termination of an Order shall continue in effect and apply according to its terms.