

RapidMade - End User License Agreement for Online Services

1. AGREEMENT

This Agreement describes the terms governing your use of the RapidMade online services provided to you on this website, including Content (defined below), updates and new releases (collectively, the “Services”). This Agreement includes by reference:

- RapidMade’s Privacy Statement provided to you in the Services and available on the website for the Services or provided to you otherwise.
- Additional terms and conditions, which may include those from third parties.
- Any terms provided separately to you for the Services, including product or program terms, ordering, activation, payment terms, etc.

2. YOUR RIGHTS TO USE THE SERVICES

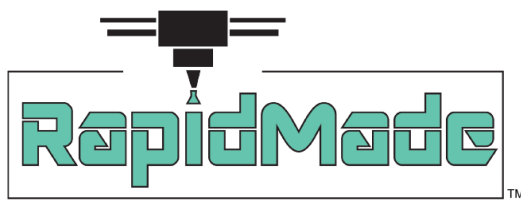
2.1 Usage is nontransferable.

The Services are protected by copyright, trade secret, and other intellectual property laws. You are only granted the right to use the Services and only for the purposes described by RapidMade. RapidMade reserves all other rights in the Services. Until termination of this Agreement and as long as you meet any applicable payment obligations and comply with this Agreement, RapidMade grants to you a personal, limited, nonexclusive, nontransferable right and license to use the Services.

2.2 Third party use not permitted.

You agree not to use, nor permit any third party to use, the Services in a manner that violates any applicable law, regulation or this Agreement. You agree you will not:

- Provide access to or give any part of the Services to any third party.
- Reproduce, modify, copy, sell, trade, lease, rent or resell the Services.
- Decompile, disassemble, or reverse engineer the Services.
- Make the Services available on any file-sharing or application hosting service.



3. PAYMENT

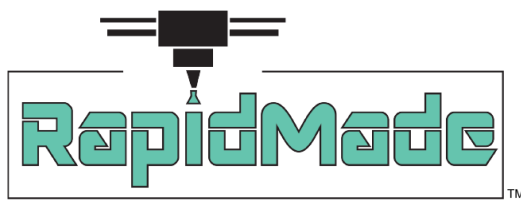
For Services offered on a payment basis, the following terms apply, unless RapidMade or its third-party affiliate notifies you otherwise in writing. This Agreement also incorporates by reference and includes program ordering and payment terms provided to you on the website for the Services:

- a. Payments will be billed to you in U.S. dollars, and your account will be debited when you provide your payment information unless stated otherwise in the program ordering or payment terms on the website for the Services.
- b. You must pay with one of the following:
 1. A valid credit card acceptable to Intuit;
 2. A valid debit card acceptable to Intuit;
 3. Sufficient funds in a checking or savings account to cover an electronic debit of the payment due; or
 4. By another payment option RapidMade provides to you in writing.
- c. If your payment and registration information is not accurate, current, and complete and you do not notify us promptly when such information changes, we may suspend or terminate your account and refuse any use of the Services.
- d. If you do not notify us of updates to your payment method (e.g., credit card expiration date), to avoid interruption of the Services, we may participate in programs supported by your card provider (e.g., updater services, recurring billing programs, etc.) to try to update your payment information, and you authorize us to continue billing your account with the updated information that we obtain.

4. USE WITH YOUR MOBILE DEVICE

Use of these Services may be available through a compatible mobile device, Internet access and may require software. You agree that you are solely responsible for these requirements, including any applicable changes, updates, and fees as well as the terms of your agreement with your mobile device and telecommunications provider.

RAPIDMADE MAKES NO WARRANTIES OR REPRESENTATIONS OF ANY KIND, EXPRESS, STATUTORY OR IMPLIED AS TO:



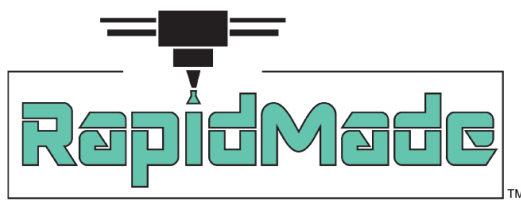
1. THE AVAILABILITY OF TELECOMMUNICATION SERVICES FROM YOUR PROVIDER AND ACCESS TO THE SERVICES AT ANY TIME OR FROM ANY LOCATION;
2. ANY LOSS, DAMAGE OR SECURITY INTRUSION OF THE TELECOMMUNICATION SERVICES; AND
3. ANY DISCLOSURE OF INFORMATION TO THIRD PARTIES OR FAILURE TO TRANSMIT ANY DATA, COMMUNICATIONS OR SETTINGS CONNECTED WITH THE SERVICES.

5. YOUR PERSONAL INFORMATION

You can view RapidMade's Privacy Statement provided with the Services and on the website for the Services. You agree to the applicable RapidMade Privacy Statement and any changes published by RapidMade. You agree that RapidMade may use and maintain your data according to the RapidMade Privacy Statement, as part of the Services. This means that RapidMade may use your data to improve the Services or to design promotions and to develop new products or services. RapidMade may access or store personal information in multiple countries, including countries outside of your own country to the extent permitted by applicable law.

5.1 California Consumer Privacy Act

For the purposes of the California Consumer Privacy Act ("CCPA"), RapidMade shall be considered a Business and/or Third Party, as applicable. Where RapidMade acts as a Third Party, you represent, warrant and covenant that all Personal Information provided or otherwise made available to RapidMade is done so in compliance with applicable law, and that it has provided all necessary and appropriate notices and opt-outs, and otherwise has all necessary and appropriate rights, to enable RapidMade to (i) share any and all Personal Information you provided with any RapidMade company, including any parent, subsidiary, affiliate, or related company of RapidMade. and (ii) use any such Personal Information in connection with any and all RapidMade internal operations and functions, including, but not limited to, improving RapidMade's products and/or services, operational analytics and reporting, internal financial reporting and analysis, audit functions and archival purposes. Notwithstanding the foregoing, the parties agree that the sharing of Personal Information between RapidMade does not constitute a "sale" of such Personal Information under the CCPA. Capitalized terms in this paragraph have the meanings given those terms under the CCPA.

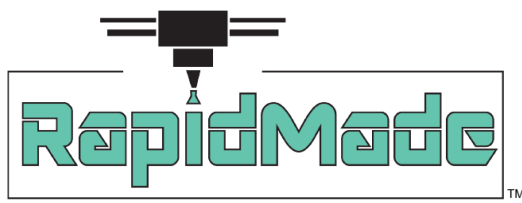


6. CONTENT

6.1 You are responsible for your content.

- a. Content includes any data, information, materials, text, graphics, images, music, software, audio, video, works of authorship of any kind, that are uploaded, transmitted, posted, generated, stored or otherwise made available through the Services (“Content”), which will include without limitation any Content that account holders (including you) provide through your use of the Services. By making your Content available through your use of the Services, you grant RapidMade a worldwide, royalty-free, non-exclusive license to host and use your Content. Archive your Content frequently. You are responsible for any lost or unrecoverable Content. You must provide all required and appropriate warnings, information and disclosures. RapidMade is not responsible for any of your Content that you submit through the Services.
- b. You agree not to use, nor permit any third party to use, the Services to upload, post, distribute, link to, publish, reproduce, engage in, promote or transmit any of the following:
 1. Illegal, fraudulent, defamatory, obscene, pornographic, profane, threatening, abusive, hateful, harassing, offensive, inappropriate or objectionable information or communications of any kind, including without limitation conduct that is excessively violent, incites or threatens violence, encourages “flaming” others or criminal or civil liability under any local, state, federal or foreign law;
 2. Content that would impersonate someone else or falsely represent your identity or qualifications, or that may constitute a breach of any individual’s privacy; is illegally unfair or deceptive, or creates a safety or health risk to an individual or the public;
 3. Except as permitted by RapidMade in writing, investment opportunities, solicitations, chain letters, pyramid schemes, other unsolicited commercial communication or spamming or flooding;
 4. Virus, Trojan horse, worm or other disruptive or harmful software or data; and
 5. Any Content that you do not own or have the right to use without permission from the intellectual property rights owners thereof.

6.2 Restricted Use of the Services



You shall not, and shall not permit any users of the Services or any other party to, engage in, solicit, or promote any activity that is objectionable or may be illegal, violates the rights of others, is likely to cause notoriety, harm or damage to the reputation of RapidMade or could subject RapidMade to liability to third parties, including: (i) unauthorized access, monitoring, interference with, or use of the Services or third party accounts, data, computers, systems or networks; (ii) interference with others' use of the Services or any system or network, including mail bombing, broadcast or denial of service attacks; (iii) unauthorized collection or use of personal or confidential information, including phishing, pharming, spidering, and harvesting; (iv) viewing or other use of any Content that, in RapidMade's opinion, is prohibited under this Agreement; (v) any other activity that places RapidMade in the position of fostering, or having potential or actual liability for, illegal activity in any jurisdiction; or (vi) attempting to probe, scan, penetrate or test the vulnerability of a RapidMade system or network or to breach RapidMade's security or authentication measures, whether by passive or intrusive techniques. RapidMade reserves the right to not authorize and may terminate your use of the Services based on reasonable suspicion of your activities, business, products or services that are objectionable or promote, support or engage in any of the restricted uses described above.

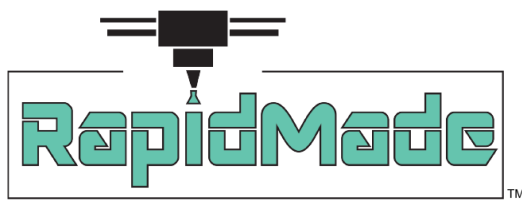
6.3 Community forums.

The Services may include a community forum or other social features to exchange Content and information with other users of the Services and the public. RapidMade does not support and is not responsible for the Content in these community forums. Please use respect when you interact with other users. Do not reveal information that you do not want to make public. Users may post hypertext links to content of third parties for which RapidMade is not responsible.

6.4 RapidMade may freely use feedback you provide.

You agree that RapidMade may use your feedback, suggestions, or ideas in any way, including in future modifications of the Services, other products or services, advertising or marketing materials. You grant RapidMade a perpetual, worldwide, fully transferable, sublicensable, non-revocable, fully paid-up, royalty-free license to use the feedback you provide to RapidMade in any way.

6.5 RapidMade may monitor your content.



RapidMade may, but has no obligation to, monitor access to or use of the Services or Content or to review or edit any Content for the purpose of operating the Services, to ensure compliance with this Agreement, and to comply with applicable law or other legal requirements. We may disclose any information necessary to satisfy our legal obligations, protect RapidMade or its customers, or operate the Services properly. RapidMade, in its sole discretion, may refuse to post, remove, or refuse to remove, or disable any Content, in whole or in part, that is alleged to be, or that we consider to be unacceptable, undesirable, inappropriate, or in violation of this Agreement.

7. ADDITIONAL TERMS

7.1 Communications.

RapidMade may be required by law to send you communications about the Services or third-party products. You agree that RapidMade may send these communications to you via email or by posting them on our websites

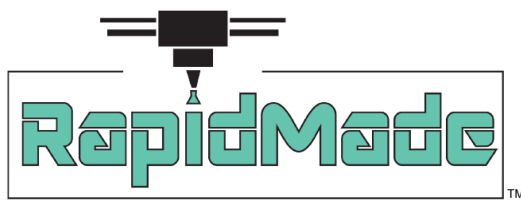
7.2 You will manage your passwords and accept updates.

You are responsible for securely managing your password(s) for the Services and to contact RapidMade if you become aware of any unauthorized access to your account. The Services may periodically be updated with tools, utilities, improvements, third party applications, or general updates to improve the Services. You agree to receive these updates.

8. DISCLAIMER OF WARRANTIES

8.1

YOUR USE OF THE SERVICES, SOFTWARE, AND CONTENT IS ENTIRELY AT YOUR OWN RISK. EXCEPT AS DESCRIBED IN THIS AGREEMENT, THE SERVICES ARE PROVIDED "AS IS." TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, RAPIDMADE, ITS AFFILIATES, AND ITS AND THEIR THIRD PARTY PROVIDERS, LICENSORS, DISTRIBUTORS OR SUPPLIERS (COLLECTIVELY, "SUPPLIERS") DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY THAT THE SERVICES ARE FIT FOR A PARTICULAR PURPOSE, TITLE, MERCHANTABILITY, DATA LOSS, NON-INTERFERENCE WITH OR NON-INFRINGEMENT OF ANY INTELLECTUAL PROPERTY RIGHTS, OR THE ACCURACY, RELIABILITY, QUALITY OF CONTENT IN OR



LINKED TO THE SERVICES. INTUIT AND ITS AFFILIATES AND SUPPLIERS DO NOT WARRANT THAT THE SERVICES ARE SECURE, FREE FROM BUGS, VIRUSES, INTERRUPTION, ERRORS, THEFT OR DESTRUCTION. IF THE EXCLUSIONS FOR IMPLIED WARRANTIES DO NOT APPLY TO YOU, ANY IMPLIED WARRANTIES ARE LIMITED TO 60 DAYS FROM THE DATE OF PURCHASE OR DELIVERY OF THE SERVICES, WHICHEVER IS SOONER.

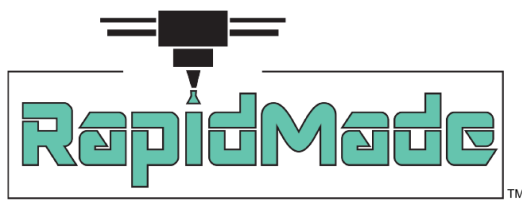
8.2

RAPIDMADE, ITS AFFILIATES AND SUPPLIERS DISCLAIM ANY REPRESENTATIONS OR WARRANTIES THAT YOUR USE OF THE SERVICES WILL SATISFY OR ENSURE COMPLIANCE WITH ANY LEGAL OBLIGATIONS OR LAWS OR REGULATIONS.

9. LIMITATION OF LIABILITY AND INDEMNITY

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE ENTIRE LIABILITY OF RAPIDMADE, ITS AFFILIATES AND SUPPLIERS FOR ALL CLAIMS RELATING TO THIS AGREEMENT SHALL BE LIMITED TO THE AMOUNT YOU PAID FOR THE SERVICES DURING THE TWELVE (12) MONTHS PRIOR TO SUCH CLAIM. SUBJECT TO APPLICABLE LAW, RAPIDMADE, ITS AFFILIATES AND SUPPLIERS ARE NOT LIABLE FOR ANY OF THE FOLLOWING: (A) INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES; (B) DAMAGES RELATING TO FAILURES OF TELECOMMUNICATIONS, THE INTERNET, ELECTRONIC COMMUNICATIONS, CORRUPTION, SECURITY, LOSS OR THEFT OF DATA, VIRUSES, SPYWARE, LOSS OF BUSINESS, REVENUE, PROFITS OR INVESTMENT, OR USE OF SOFTWARE OR HARDWARE THAT DOES NOT MEET RAPIDMADE SYSTEMS REQUIREMENTS. THE ABOVE LIMITATIONS APPLY EVEN IF RAPIDMADE AND ITS AFFILIATES AND SUPPLIERS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THIS AGREEMENT SETS FORTH THE ENTIRE LIABILITY OF RAPIDMADE, ITS AFFILIATES AND YOUR EXCLUSIVE REMEDY WITH RESPECT TO THE SERVICES AND ITS USE.

You agree to indemnify and hold RapidMade and its Affiliates and Suppliers harmless from any and all claims, liability, and expenses, including reasonable attorneys' fees and costs, arising out of your use of the Services or breach of this Agreement (collectively referred to as "Claims"). RapidMade reserves the right, in its sole discretion and at its own expense, to assume the



exclusive defense and control of any Claims. You agree to reasonably cooperate as requested by Intuit in the defense of any Claims.

10. CHANGES

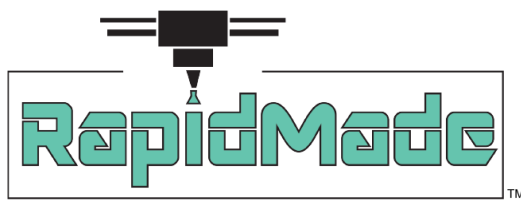
We reserve the right to modify this Agreement, in our sole discretion, at any time, and the modifications will be effective when posted through the Services or on our website for the Services or when we notify you by other means. We may also change or discontinue the Services, in whole or in part. It is important that you review this Agreement whenever we modify it because your continued use of the Services indicates your agreement to the modifications.

11. TERMINATION

RapidMade may, in its sole discretion and without notice, restrict, deny, terminate this Agreement or suspend the Services, related or other Services, effective immediately, in whole or in part, if we determine that your use of the Services violates the Agreement, is improper or substantially exceeds or differs from normal use by other users, raises suspicion of fraud, misuse, security concern, illegal activity or unauthorized access issues, to protect the integrity or availability of the Services or systems and comply with applicable RapidMade policy, if you no longer agree to receive electronic communications, or if your use of the Services conflicts with RapidMade's interests or those of another user of the Services. Upon RapidMade notice that your use of the Services has been terminated you must immediately stop using the Services and any outstanding payments will become due. Any termination of this Agreement shall not affect RapidMade's rights to any payments due to it. RapidMade may terminate a free account at any time. Sections 2.2, 3 through 15 will survive and remain in effect even if the Agreement is terminated.

12. EXPORT RESTRICTIONS

You acknowledge that the Services, its related website, online services, and other RapidMade Services, including the mobile application, delivered by RapidMade are subject to restrictions under applicable US export control laws, including US trade embargoes and sanctions and security requirements, and applicable country or local laws to the extent compatible with US laws. You agree that you will comply with these laws and regulations and will not export, re-export, import or otherwise make available products and/or technical data in violation of these laws and regulations, directly or indirectly.



13. GOVERNING LAW

Oregon state law governs this Agreement without regard to its conflicts of laws' provisions.

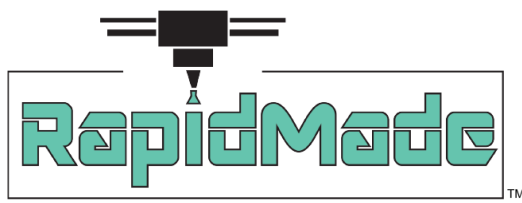
14. DISPUTES

ANY DISPUTE OR CLAIM RELATING IN ANY WAY TO THE SERVICES OR THIS AGREEMENT WILL BE RESOLVED BY BINDING ARBITRATION, RATHER THAN IN COURT, except that you may assert claims in small claims court if your claims qualify. The Federal Arbitration Act governs the interpretation and enforcement of this provision; the arbitrator shall apply Oregon law to all other matters. Notwithstanding anything to the contrary, any party to the arbitration may at any time seek injunctions or other forms of equitable relief from any court of competent jurisdiction. WE EACH AGREE THAT ANY AND ALL DISPUTES MUST BE BROUGHT IN THE PARTIES' INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. BY ENTERING INTO THIS AGREEMENT AND AGREEING TO ARBITRATION, YOU AGREE THAT YOU AND INTUIT ARE EACH WAIVING THE RIGHT TO FILE A LAWSUIT AND THE RIGHT TO A TRIAL BY JURY. IN ADDITION, YOU AGREE TO WAIVE THE RIGHT TO PARTICIPATE IN A CLASS ACTION OR LITIGATE ON A CLASS-WIDE BASIS. YOU AGREE THAT YOU HAVE EXPRESSLY AND KNOWINGLY WAIVED THESE RIGHTS.

Arbitration will be conducted by the American Arbitration Association (AAA) before a single AAA arbitrator under the AAA's rules. Payment of all filing, administration and arbitrator fees and costs will be governed by the AAA's rules. The decision of the arbitrator shall be final and not appealable, and judgment on the arbitration award may be entered in any court having jurisdiction thereof. This Section 14 shall survive expiration, termination or rescission of this Agreement.

15. GENERAL

This Agreement, including the Additional Terms below, is the entire agreement between you and RapidMade regarding its subject matter and replaces all prior understandings, communications and agreements, oral or written, regarding its subject matter. If any court of law, having the jurisdiction, rules that any part of this Agreement is invalid, that section will be removed without affecting the remainder of the Agreement. The remaining terms will be valid and enforceable. The United Nations Convention on Contracts for the International Sale of



Goods does not apply to this Agreement. You may not assign or transfer this Agreement to anyone without written approval of RapidMade. However, RapidMade may assign or transfer this Agreement without your consent to (a) an affiliate, (b) a company through a sale of assets by RapidMade or (c) a successor by merger. Any assignment in violation of this Section shall be void.

December 2019