

TERMS OF SERVICE AGREEMENT
ENIAC ENGAGEMENT

The following are the terms and conditions pursuant to which you (“Customer”) may access and use Eniac Engagement (“Provider”) services and system (“Service”). This is a legally binding document that details the Customer’s rights and obligations relative to the customer’s access and use of Service. The terms and conditions of the customer’s access and use of Service (“Terms of Service” or “TOS”) must be expressly accepted by the Customer prior to and as a continuing condition to a Customer’s access and use of Service. It is the Customer’s responsibility to understand and abide by the TOS and by all other policies and procedures promulgated and communicated by Provider that may supplement, modify or amend the TOS from time to time. The right to use Service offered by Provider is personal to Customer and is not transferable and cannot be, without limitation, sold or resold, licensed or sublicensed, leased or subleased, assigned or conveyed, in whole or in part, to any other person or entity without the express written consent of Provider, which Provider may withhold or grant, in its sole and absolute discretion.

Description of Services

Provider is a technology provider operating and providing an employee engagement service. Utilizing Service, Customers have the ability to create path to feedback from employees, have access to a dashboard (see a sample dashboard at <https://robosource.eniac.chat>) as well as ability to send SMS text messages to employees on platform. Increasing engagement of personnel will allow Customer to identify strength and problem areas within the company, demonstrate that Customer wants the best experience possible for their employees, and understand more comprehensively what's happening within the company.

Transacting Business Electronically and Signing Documents

When using Service, Customer agrees to transact business using electronic communications, electronic records, and optionally electronic signatures rather than using paper documents.

Enforceability of Electronic Signatures

Provider has outlined the process it uses to capture and apply electronic and handwritten signatures to documents and transactions. Customer shall defend Provider against any third party claim, action, suit, or proceeding arising as a result of Customer’s use of service, including failure to comply laws, statues, and regulations that are now or hereafter be in effect relating to Customer’s use of Service, and shall pay and indemnify Provider for all losses, damages, expenses, and costs incurred by Provider (including reasonable attorney’s fees) as a result of any award, order or judgment entered against Provider in any such claim, action or proceeding.

Data Collection

Data will be collected regarding personnel (“End User”) of the Customer. Provider reserves the right to collect, store, and maintain various types of information about End User (“Data”), including geographic Internet Protocol (IP) tracking, name, address, city, state, time, and others. However, Provider shall not disclose the User transaction and data to third parties or use the Data for any purposes except that Provider shall have the rights (i) to use the Data to perform the Services contemplated in the TOS (ii) to maintain the Data as long as necessary or as required by law and used internally for record keeping, internal reporting, and support purposes: and (iii) to provide the Data as required by law or court order, or to defend Provider’s rights in legal dispute.

Data Security, ID, Passwords, and Signed Documents

Provider takes reasonable industry standard precautions to protect Data. Documents and other personal information are stored and processed using industry standard SSL encryption methods to protect that information. Provider periodically backs-up systems and maintains a secure repository for the storage of audit trails, documents, signatures, and user profile information. Customer is responsible for maintaining the confidentiality of Customer’s login ID and password and agrees not to transmit or share. Provider cannot warrant or guarantee that information or documents will not be lost, tampered with, or deleted. Customer shall indemnify and hold harmless Provider from and against any and all losses, liabilities, penalties, awards, costs, and expenses (including reasonable attorney’s fees) that Provider may suffer or incur as a result of each and every occurrence of unauthorized access to Customer’s account, except unauthorized access or use by Provider itself. User hereby covenants not to sue Provider for any losses, costs, expenses of any kind or for any equitable relief as a result of any third party’s unauthorized access or use of Users account, unless the proximate cause of such unauthorized use by such third party is Provider intentional conduct.

Customer and User Responsibilities

Customer agrees to use Service for lawful and ethical purposes only. Sending unsolicited advertising, viruses, or other harmful data is prohibited.

You may close your account at any time provided any term remaining has expired and any applicable fees have been paid in full. After closing your account all your documents and transaction logs may be deleted. You will remain liable for all obligations related to any usage of the service. Customer will be responsible for all payments of any term remaining.

Payment Terms and Conditions.

A one-time set-up fee, if applicable and the Monthly Service/Transaction Fees payable to Provider by Customer for the installation and Customer’s use of the Service shall be charged at the rates shown \$0. The one-time set up fee, if applicable, shall be due and payable upon Customer’s receipt of Provider’s notice to Customer that the initial installation has been completed. Customer shall be invoiced for the Monthly Service and Transaction Fees, monthly, which Fees shall be due and

payable upon Customer's receipt of Provider's invoice. Customer shall be deemed to be in default hereunder if payment of a Provider invoice is not received by Provider within ten (10) days after the date such invoice is received by the Customer and, in addition to its other remedies, Provider may charge Customer interest at that rate equal to the lesser of one and one half percent (1½ %) per month or the maximum amount permitted by law on all sums that remain unpaid at the expiration of such ten (10) day period. Provider reserves the right to change the Monthly Service and Transaction Fees and/or the rates and formulae by which the Transaction Fees are calculated by notifying Customer at least ten (10) days in advance of any such change(s). CUSTOMER ACKNOWLEDGES THAT FAILURE TO MAKE TIMELY PAYMENT OF SUMS DUE AND OWING HEREUNDER WILL CONSTITUTE A DEFAULT AND BREACH OF THIS AGREEMENT AND IN SUCH EVENT, PROVIDER SHALL HAVE THE RIGHT, AMONG OTHER THINGS, TO DISCONTINUE PROVIDING THE SERVICE TO CUSTOMER AND/OR TERMINATE THIS AGREEMENT AND/OR ANY OR ALL OF CLIENT'S RIGHTS HEREUNDER.

Indemnification

Customer shall indemnify and hold Provider and our subsidiaries, affiliates, officers, directors, managers, employees, agents and successors harmless from any suits, losses, claims, demands, liabilities, costs and expenses (including legal and accounting fees) that arise from (a) your use of the Service, (b) your failure to comply with any applicable laws and regulations, or (c) your breach of any of your obligations set forth in this Agreement.

Severability

Customer agrees that if any term or provision in this Agreement is declared invalid or unenforceable, that term or provision will be construed consistent with applicable law as nearly as possible to reflect the original intentions of the parties, and the remaining terms and provisions will remain in full force and effect.

Termination of Accounts by Provider

Provider may terminate your access to any part or all of the Service and any related service(s) at any time, with or without cause, with or without notice, effective immediately, for any reason whatsoever. Provider reserves the right without explanation, to deny service to any Customer that is suspected of unlawful activity, and to report this activity to the proper authorities. Provider will have no obligation to notify any third parties nor will Provider be responsible for any damages that may result or arise out of termination of the Service. Provider shall not be liable to Customer because of such termination for compensation, reimbursement or damages on account of the loss of prospective profits, goodwill or on account of expenditures, investments or commitments made by or on behalf of Customer, or for any other reason whatsoever flowing from such termination; provided, however, that the termination of this Agreement shall not release Customer from its obligations and liability to Provider with respect to any Monthly or Transaction Fees that became

due and owing prior to such termination. The limitation of liability set forth above shall apply to any claim, action or proceeding prosecuted by Customer as a result of Provider's termination of the Service.

Right to Modify Service

This Agreement constitutes the entire agreement between Customer and Provider and supersedes all prior agreements and understandings, whether written or oral. Provider may amend Service at any time. Provider reserves the right to change terms, policies, interfaces, pricing, mechanisms, software, or any other features of Service at any time.

DISCLAIMER OF WARRANTIES.

NOTWITHSTANDING ANY PROVISION OF THIS AGREEMENT TO THE CONTRARY, THE SERVICE IS SUBSCRIBED TO CUSTOMER "AS IS" AND WITH ALL FAULTS. NEITHER PROVIDER, NOR ANY OWNER, MEMBER, MANAGER, EMPLOYEE, AGENT AND/OR SERVICE PROVIDER THEREOF, MAKES ANY REPRESENTATION AND/OR WARRANTY OF ANY KIND WHATSOEVER, EITHER EXPRESS OR IMPLIED, IN CONNECTION WITH THE SERVICE, OR THE HARDWARE OR SOFTWARE UTILIZED OR ACCESSED IN CONNECTION WITH THE SERVICE, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND/OR ANY WARRANTY THAT PROVISION OF THE SERVICE WILL BE UNINTERRUPTED OR ERROR FREE. PROVIDER FURTHER DISCLAIMS ALL WARRANTIES NOT EXPRESSLY SET FORTH HEREIN. PROVIDER DOES NOT WARRANT THE SERVICE OR THAT ANY OR ALL ERRORS IN THE SERVICE WILL BE CORRECTED. NO OBLIGATION OR LIABILITY SHALL ARISE OUT OF PROVIDER PROVIDING OR NOT PROVIDING THE SERVICE. IN FURTHERANCE HEREOF AND WITHOUT LIMITATION, USE OF THE SERVICE AND THE HARDWARE AND SOFTWARE UTILIZED OR ACCESSED IN CONNECTION WITH THE SERVICE IS AT CUSTOMER'S SOLE RISK AND PROVIDER SHALL HAVE NO LIABILITY WHATSOEVER WITH RESPECT THERETO.

LIMITATION OF LIABILITY.

IN NO EVENT SHALL PROVIDER OR ANYONE ELSE INVOLVED IN PROVIDING THE SERVICE BE LIABLE FOR ANY ACTUAL, DIRECT, INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING, WITHOUT LIMITATION, LOST INCOME, LOST PROFITS, PRESENT AND FUTURE, THE COST OF COVER OR LOSS OF USE, REGARDLESS OF WHETHER SUCH LIABILITY IS BASED ON BREACH OF CONTRACT, BREACH OF WARRANTY, EXPRESS OR IMPLIED, ACTIVE OR PASSIVE NEGLIGENCE, INTENTIONAL OR UNINTENTIONAL TORT, STRICT LIABILITY, VIOLATION OF STATUTE, ORDINANCE OR REGULATION, FAILURE OF CONSIDERATION, OR OTHER BASIS, ARISING OUT OF THE PROVISION OF THE

SERVICE HEREUNDER. IN FURTHERANCE OF THE FOREGOING AND WITHOUT LIMITATION, PROVIDER WILL HAVE NO LIABILITY FOR DATA STORED OR USED WITH THE SERVICE, INCLUDING COSTS OF REPAIRING, REPLACING, OR RECOVERING SUCH DATA. WITHOUT LIMITATION OF ANYTHING SET FORTH IN THIS AGREEMENT, CUSTOMER FURTHER AGREES THAT PROVIDER SHALL NOT BE RESPONSIBLE OR LIABLE FOR THE UNAUTHORIZED ACCESS TO OR ALTERATION OF CUSTOMER'S TRANSMISSION(S), ANY MATERIAL OR DATA SENT OR RECEIVED OR NOT SENT OR RECEIVED, ANY EXPENSES, DAMAGES OR INJURY CAUSED BY ANY FAILURE OF PERFORMANCE, ERROR, OMISSIONS, INTERRUPTION, DELETION, DEFECT, DELAY IN OPERATION OR TRANSMISSION, COMPUTER VIRUS, COMMUNICATION LINE FAILURE, THEFT OR DESTRUCTION OF DATA, AND/OR FOR ANY ACTUAL, DIRECT, INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND ARISING FROM ANY SUCH ACTS, OMISSIONS OR EVENTS, INCLUDING, WITHOUT LIMITATION, LOST INCOME, LOST PROFITS, PRESENT AND FUTURE, THE COST OF COVER OR LOSS OF USE, REGARDLESS OF WHETHER SUCH LIABILITY IS BASED ON BREACH OF CONTRACT, BREACH OF WARRANTY, EXPRESS OR IMPLIED, ACTIVE OR PASSIVE NEGLIGENCE, INTENTIONAL OR UNINTENTIONAL TORT, STRICT LIABILITY, VIOLATION OF STATUTE, ORDINANCE OR REGULATION, FAILURE OF CONSIDERATION, OR OTHER BASIS. CUSTOMER ALSO AGREES THAT PROVIDER IS NOT RESPONSIBLE FOR ANY THREATENING, DEFAMATORY, OBSCENE, OFFENSIVE OR ILLEGAL CONTENT OR CONDUCT OF ANY THIRD PARTY OR ANY INFRINGEMENT OF ANOTHER'S RIGHTS, INCLUDING INTELLECTUAL PROPERTY RIGHTS. UNDER NO CIRCUMSTANCES SHALL PROVIDER AND/OR ANY SUBCONTRACTOR HIRED BY PROVIDER TO ASSIST PROVIDER WITH PROVIDING THE SERVICE BE HELD RESPONSIBLE OR LIABLE FOR SITUATIONS WHERE ANY DATA TRANSMITTED, STORED OR COMMUNICATED IN CONNECTION WITH THE SERVICE IS ACCESSED BY THIRD PARTIES THROUGH ILLEGAL OR ILLICIT MEANS, INCLUDING SITUATIONS WHERE SUCH DATA IS ACCESSED THROUGH THE EXPLOITATION OF SECURITY GAPS, WEAKNESSES OR FLAWS (WHETHER KNOWN OR UNKNOWN TO PROVIDER AT THE TIME) WHICH MAY EXIST IN THE SERVICE AND/OR THE HARDWARE AND SOFTWARE UTILIZED AND/OR ACCESSED IN CONNECTION WITH THE SERVICE. IF CUSTOMER IS DISSATISFIED WITH ANY PORTION OF THE SERVICE, OR WITH ANY OF THESE TERMS OF SERVICE, CUSTOMER'S SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USING THE SERVICE.

Ownership

Provider service is offered as a hosted service to users. Provider retains all rights and ownership to all software, systems, processes, information, trademarks, and other intellectual property offered by and utilized by users.

Change of Ownership

In the event of change of ownership Provider reserves the right to transfer and provide all Customer information along with the technology, processes, and other business relationships.

Intellectual Property

The Service contains proprietary and confidential information and trade secrets of Provider. All content including, but not limited to text, graphics, logos, images, software, and icons is the property of Provider and is protected by applicable U.S. and international laws. Provider retains the rights to “Provider” and you agree not to use it name without prior consent from Provider.

Service Availability

Provider provides reasonable efforts to ensure that its service functions properly and in a timely manner. However, Provider does not guarantee the availability of its service. Provider frequently updates it services and services will not be available during system maintenance and upgrades.

Choice of Law and Jursidiction; Fees

This Agreement is governed and construed by the laws of the State of Indiana. Any litigation shall be brought in Marion County, Indiana in State or Federal Court. The prevailing party in any litigation will be allowed fees including costs of attorneys, accountants, experts and any court costs.