

The following discloses our End User License Agreement (EULA) for Web Based services and Installable products.

End User Services Agreement – Web Based Services

Updated 5/23/2023

This End User Services Agreement (the “Agreement”) constitutes an agreement with Lodestar Solutions, Inc. (herein “Lodestar Solutions”) and you. By clicking the “I Accept” button or by creating an account, signing in via a web browser or mobile app or otherwise or accessing and/or using all or a portion of the Services (defined below) directly or after registering as an Intuit QuickBooks user having access to the Services (through a single sign-on), you acknowledge and agree that you have read and understand the Agreement, that the provisions, disclosures and disclaimers set forth in the Agreement are fair and reasonable and that your agreement to follow and be bound by these terms and conditions is voluntary and not the result of fraud, duress or undue influence exercised upon you by any person or entity. If the Agreement is considered an offer by you, Lodestar Solutions’ acceptance is expressly limited to these terms. Written approval is not a prerequisite to the validity or enforceability of the Agreement.

For purpose of the Agreement:

- “Services” means the services arising from and the content made available through your access to and use of the one or more of Lodestar Solutions’ web sites, including but not limited to Lodestar Solutions.com (collectively, the “Site”).
- “Software” means (i) the server, platform and application software hosted by or on behalf of Lodestar Solutions underlying and used to

deliver the Services, (ii) all server, platform and application software of third parties used to host, support or connect the software referred to in subsection (i) and accessible by you as part of the Services, and (iii) all underlying algorithms, user interfaces and network and database designs and schemas, architecture, class libraries and objects, the unique expressions of the selection, organization and presentation of user visible functions, all templates and the methods of presenting information, all updates, upgrades, patches, maintenance releases and bug fixes and all documentation relating to any of the foregoing, whether in read only memory, on any other media or in any other form.

If your use of the Services includes the registration by you of and payment by you (if applicable) for individuals in addition to yourself ("Other Registrants") you hereby represent and warrant that you have the authority to bind such Other Registrants to the Agreement. By registering, you further represent and warrant to Lodestar Solutions that all registration information you submit is truthful and accurate, and that you will update such information as and when necessary to keep it accurate and up to date. In addition, you agree that each use of the term "you" in the Agreement will include you and each of such Other Registrants and that you shall be responsible for ensuring that each such Other Registrant complies with the Agreement. If you are acting on behalf of an entity, you hereby represent and warrant that you have the authority to bind such entity and that you and each of the Other Registrants is an employee of such entity. You agree further that each use of the term "you" in the Agreement shall refer to such entity.

The definition of "Agreement" shall include any terms describing additional obligations or restrictions accompanying your order of the Services, including, without limitation, any payment obligations, specified Service period and usage restrictions. If you are deemed to have ordered the Services, Lodestar Solutions' acceptance is expressly conditional on your assent to the Agreement to the exclusion of all other terms. Notwithstanding anything to the contrary contained in this Agreement, if

you have executed a separate written agreement with Lodestar Solutions that governs access to or use of the Services, then the terms of such agreement and not this Agreement shall govern and control.

The Agreement contains warranty disclaimers and other provisions that limit Lodestar Solutions' liability to you. Please read the Agreement carefully and in its entirety. If you do not agree to be bound to each and every term and condition set forth herein, please do not use or access the Services.

By using the Services, you hereby grant Lodestar Solutions permission to send you messages regarding the Services, its features, service alerts, and network activity.

Lodestar Solutions reserves the right to modify the Agreement from time to time with or without notice, and Lodestar Solutions will post the modified Agreement at <http://www.transactionpro.com/eula.htm> or other interfaces through which you have ordered the Services. You acknowledge and agree that it is your responsibility to review the Agreement periodically to familiarize yourself with any modifications. With respect to such modified Agreement, Lodestar Solutions may, at its sole discretion, require you to execute a "click accept" agreement incorporated into or as a condition of accessing Services after initial delivery. Even without such "click accept" agreement, your continued use of the Services after such modifications will constitute your acknowledgement and agreement of the modified Agreement.

If you do not agree to any changes in the Agreement as they may occur your continued right to access and use the Services shall immediately terminate and you agree that you shall discontinue your use of the Services. You agree that Lodestar Solutions is not liable to you or to any third party for any modification of the Agreement or termination of your access to the Services except as specifically set forth herein.

Age Restriction

The Services are intended for persons eighteen (18) years or older. Persons under the age of eighteen (18) should not access or use the Services. By using the Services, you represent and warrant to us that you are eighteen (18) years of age or older and that your use of the Services does not violate any applicable law.

Your License to the Services; Duration

The Agreement shall be effective as of the date you accept it or first access or use the Services (the "Effective Date") and shall remain in effect until the Services are terminated in accordance with this Agreement. Lodestar Solutions shall have the right to terminate the Agreement at any time with or without cause. Upon termination of the Agreement, you shall no longer be permitted to use or access the Services. The terms herein that contemplate obligations after termination, including but not limited to Indemnification, Disclaimer, Limitation of Liability, Controlling Law and Severability, and Confidentiality, shall survive termination.

During the term of the Agreement and subject to the Agreement, Lodestar Solutions hereby grants you a non-exclusive, non-transferable, non-sublicensable, revocable right for you to access and use the Services in conjunction with your internal business purposes only and in accordance with Lodestar Solutions' applicable documentation. For avoidance of doubt, such right shall automatically terminate upon the termination of the Agreement. You may not rent, lease, sell, redistribute, sublicense or assign or grant access to or use of the Services; provided that if you have registered Other Registrants as permitted herein, the foregoing access rights include the right for you to grant the right to access and use the Services to such Other Registrants for your internal business purposes only.

You are responsible for obtaining and maintaining all of the hardware, software, Internet access, and other products and services that you may need to use the Services. You are responsible for protecting and safeguarding any keys, certificates, passwords, access codes, user IDs or other login information (collectively, "Passwords ") that are provided to

you or that are generated in connection with your use of the Services. You are fully and solely responsible for all activities that occur on the Service under your Passwords.

You agree that the access you have been granted prohibits you from using the Services for any illegal or unauthorized purpose. You will make every reasonable effort to prevent unauthorized third parties from accessing the Services. You represent and warrant that you will not breach the security of the Software or Services or attempt to gain unauthorized access to or interfere with operation of the Software or Services or with any other person's use of the Services. You agree not use the Services in excess of or beyond the maximum number of registered users and/or devices for which you have been registered.

The Services contain third party technology which includes but is not limited to open source software (the "Open Source Software"). You will be responsible for complying with any separate terms provided by Lodestar Solutions or third parties applicable to your access to the Open Source Software that govern your use of such Open Source Software.

Your Content Ownership; Responsibility and Retention

You maintain ownership of and responsibility for the following while using the Services: (1) the files, data, and information submitted, transmitted, or used by you in connection with your use of the Services, and (2) the output generated by the Services to the extent it is unique to you (collectively, the "Content").

Lodestar Solutions will not access the Content except (1) as part of providing, maintaining, securing or modifying the Services for you, (2) via automated tools intended to address or prevent a service, support or technical issue, (3) with your consent given to Lodestar Solutions technical support team and/or other personnel as part of addressing or preventing a service, support or technical issue, (4) in connection with legal obligations or proceedings as described below, or (5) as otherwise described in Lodestar Solutions' [Privacy Policy](#). You acknowledge and

agree that the Services will connect with Intuit's QuickBooks online services (each, a "QuickBooks") and that Lodestar Solutions will share Content with QuickBooks as instructed by you and as further stated in the [Privacy Policy](#).

While Lodestar Solutions will use commercially reasonable efforts to provide you with continuous access to the Services, the Content used during each session during which you access the Services will not be available to you following the termination of such session or for export after the termination of your subscription. Moreover, Lodestar Solutions does not guarantee the continued security of the Content. You are encouraged to practice effective and secure content retention.

The Content may be processed within the geographic limits of the United States of America or in other jurisdictions outside the United States.

You are responsible for all Content. You agree that you may not impersonate any other person through the use of the Services. You further agree that you may not upload, transmit, submit or otherwise use the Services to disseminate:

- Content that is obscene, defamatory, threatening, fraudulent, invasive of Lodestar Solutions' or another person's or entity's rights, including but not limited to privacy rights, or that is otherwise unlawful;
- Content that infringes the intellectual property rights of Lodestar Solutions or any other person or entity;
- Content that contains any computer viruses or any other code designed to disrupt, damage, or limit the functioning of any computer software or hardware; or
- unwanted email, junk email, bulk email, promotions, spam or content that includes any advertising.

Upon notice to you, Lodestar Solutions shall have the right to publish testimonials based on feedback or statements provided by you. Lodestar Solutions shall have the right to include your name in such testimonials,

and Lodestar Solutions may publish and permit the publication of such testimonials on websites and in marketing materials.

You agree not to use any automated means to access the Services or collect any information from the Services (including, without limitation, robots, spiders, or scripts); or frame the Services, utilize framing techniques to enclose any service mark, logo, or other proprietary information, place pop-up windows over its pages, or otherwise affect its display. This means, among other activities, that you must not engage in the practices of “screen scraping,” “database scraping,” or any other activity with the purpose of obtaining lists of users or other information.

Lodestar Solutions Intellectual Property Rights

The Software, all reports and data templates and methods of presenting data available through the Services, all data or information generated by Lodestar Solutions as part of the Services to the extent it is not unique to you or does not contain the Content provided by you (the “Lodestar Solutions Information”), all processes, analyses and methodologies, know-how, and trade secrets used by Lodestar Solutions in performing the Services, delivered by Lodestar Solutions as part of the Services or made available to you by Lodestar Solutions as part of the Services (other than the data and information generated by Lodestar Solutions as part of the Services to the extent it is unique to you or contains the Content provided by you) and any related Intellectual Property rights throughout the world and all corrections, fixes, modifications, enhancements, updates, upgrades, configurations and customizations thereto and derivative works thereof developed solely by Lodestar Solutions, or by or with the input of another party (the “Lodestar Solutions Intellectual Property”) are protected by United States copyright and other intellectual property laws, belong to Lodestar Solutions and may not be used or reproduced by you without the express written permission of Lodestar Solutions. Lodestar Solutions hereby reserves any and all intellectual property rights in the Software and Services and the Lodestar Solutions Information subject to your rights to the Content.

You agree that, except as specifically permitted in these Agreement, you will not: (a) alter, modify, adapt, reverse engineer, decompile, disassemble or hack the Software or Services, or create derivative works from any Lodestar Solutions Intellectual Property (excluding the Open Source Software); (b) license, share, resell, sell, provide for service bureau use, or otherwise transfer the Software or Services or Lodestar Solutions Intellectual Property or access to such Software, Services or Lodestar Solutions Intellectual Property to any third party; (c) reverse engineer, decompile, disassemble, or otherwise attempt to derive the source code for the Software or Services; (d) remove or alter any copyright notices or other notices included in the Software or Services or Lodestar Solutions Intellectual Property; (e) access or use the Services to offer, build or support, or assist a third party in offering, building or supporting, products or services competitive with Lodestar Solutions; (f) perform or disclose any benchmark or performance tests of the Services without Lodestar Solutions' prior written consent; or (g) perform or disclose any of the following security test activities related to the Services or associated infrastructure without Lodestar Solutions' prior written consent: network discovery, port and service identification, vulnerability scanning, password cracking, remote access testing or penetration testing.

You agree that all of your suggestions and feedback regarding the Services will be included in the definition of Services, and you hereby assign all of the rights, title and interest in such suggestions and feedback to Lodestar Solutions. The "Acct4Time" mark and other Lodestar Solutions graphics, logos, designs, page headers, button icons, scripts and service names are trademarks in the United States and other countries. Lodestar Solutions' trademarks and trade dress, as well as third party trademarks, logos and service marks used in conjunction with the Software or Services, may not be used in connection with any product or service in any manner that is likely to cause confusion and may not be copied, imitated, or used, in whole or in part, without the prior written permission of Lodestar Solutions.

Privacy and Security

Lodestar Solutions will comply with applicable data breach laws in the United States of America. Lodestar Solutions and any subcontractors to whom Content is provided shall maintain a data security program conforming to the applicable law, which shall include reasonable and appropriate technical, organizational and security measures against the destruction, loss, unauthorized access or alteration of Content in the possession of Lodestar Solutions or its subcontractors during your subscription period, and which shall be (i) no less rigorous than those maintained by Lodestar Solutions for its own information of a similar nature, and (ii) no less rigorous than the security standards conforming to the applicable law.

Your use of the Services is subject to your acceptance of the terms and conditions set forth in Lodestar Solutions' Privacy Policy, the terms of which are hereby incorporated herein, and which can be found at <https://acct4time.com/Home/Privacy> (the "Privacy Policy"). The terms and conditions set forth in the Privacy Policy may be changed by Lodestar Solutions in its sole discretion and those changes become effective upon posting. It is your responsibility to review the Privacy Policy for revisions thereto.

Third Party Links, Payments

The Services may, from time to time, contain embedded access and links to third party web services and web sites including but not limited to embedded access to third party payment applications and access to QuickBooks. This access and these links are provided solely as a convenience to you and not as a guarantee, warranty, or recommendation by Lodestar Solutions of the security, services, information, content and/or data on such third party web services or sites or as an indication of any affiliation, sponsorship or endorsement of such third party web sites. Lodestar Solutions is not responsible for the content of linked third party web sites or embedded services you access and does not make any representations or warranties regarding the privacy practices of, or the content or accuracy of materials on or available through, such third party

services and websites. If you decide to access linked third-party web sites or use embedded third party services, you do so at your own risk. Your use of third-party websites and embedded services is subject to the terms of use for such sites and services, respectively.

Disclaimer of Representations and Warranties; Limitation of Liabilities

Any similarity between sample screens and reports shown through the Services to real persons, living or dead is unintentional and purely coincidental. All names and personal characteristics are fictional and for the purpose of illustrating the Services operation and sample screens.

THE SERVICES ARE PROVIDED ON AN "AS IS," "AS-AVAILABLE" BASIS.

LODESTAR SOLUTIONS MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND WITH RESPECT TO THE SERVICES. LODESTAR SOLUTIONS ASSUMES NO LIABILITY OR RESPONSIBILITY FOR ANY ERRORS OR OMISSIONS IN PROVIDING THE SERVICES OR ANY LOSSES OR DAMAGES ARISING FROM THE USE OF THE SERVICES. LODESTAR SOLUTIONS IS NOT RESPONSIBLE FOR ANOTHER'S MISUSE OR MISAPPROPRIATION OF ANY CONTENT YOU UPLOAD, TRANSMIT OR DISSEMINATE THROUGH THE USE OF THE SERVICES.

LODESTAR SOLUTIONS EXPRESSLY DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES RELATING TO THE SERVICES, INCLUDING BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, THE IMPLIED CONDITION OF SATISFACTORY QUALITY, QUALITY, ACCURACY, AUTHENTICITY, TITLE AND NON-INFRINGEMENT, THAT THE SERVICES WILL FUNCTION WITHOUT INTERRUPTION OR ERRORS IN FUNCTIONING, THAT ANY UPDATE WILL CONTINUE TO BE MADE AVAILABLE, THAT DEFECTS IN THE SERVICES WILL BE CORRECTED, OR THAT THE SERVICES WILL BE COMPATIBLE OR WORK WITH ANY THIRD PARTY SOFTWARE, APPLICATIONS OR THIRD PARTY SERVICES. THE OPERATION OF THE SERVICES MAY BE INTERRUPTED DUE TO MAINTENANCE, UPDATES, OR SYSTEM OR NETWORK FAILURES.

LICENSOR MAKES NO WARRANTIES RESPECTING ANY HARM THAT MAY BE CAUSED BY THE TRANSMISSION OF A COMPUTER VIRUS, WORM, TIME BOMB, LOGIC BOMB, OR OTHER SUCH COMPUTER PROGRAM. LODESTAR SOLUTIONS DISCLAIMS ALL LIABILITY FOR DAMAGES CAUSED BY ANY SUCH INTERRUPTION OR ERRORS IN FUNCTIONING. FURTHERMORE, LODESTAR SOLUTIONS DISCLAIMS ALL LIABILITY FOR ANY MALFUNCTIONING, IMPOSSIBILITY OF ACCESS, OR POOR USE CONDITIONS OF THE SERVICES DUE TO INAPPROPRIATE EQUIPMENT, DISTURBANCES RELATED TO INTERNET SERVICE PROVIDERS, CELLULAR SERVICE PROVIDERS, CELLULAR NETWORK OPERATORS, TO THE SATURATION OF THE INTERNET NETWORK AND FOR ANY OTHER REASON.

YOU ACKNOWLEDGE THAT THE SERVICES RELY UPON DATA COMMUNICATION MEDIUMS WHICH ARE NOT CONTROLLED BY LODESTAR SOLUTIONS AND WHICH MAY BE VULNERABLE TO DATA OR SECURITY BREACHES, INCLUDING, WITHOUT LIMITATION, NETWORKS USED BY YOUR CARRIERS AND THE DATABASES AND SERVERS CONTROLLED BY YOUR INTERNET PROVIDERS. LODESTAR SOLUTIONS SHALL NOT BE LIABLE FOR ANY SUCH BREACHES.

YOU ACKNOWLEDGE THAT THE SERVICES ARE NOT INTENDED OR SUITABLE FOR USE IN SITUATIONS OR ENVIRONMENTS WHERE THE FAILURE OR TIME DELAY OF, OR ERRORS OR INACCURACIES IN, THE CONTENT OR INFORMATION PROVIDED BY THE SERVICES COULD LEAD TO DEATH, PERSONAL INJURY, OR SEVERE PHYSICAL, FINANCIAL OR ENVIRONMENTAL DAMAGE. USING THE SERVICES FOR TRADING SECURITIES IS NOT PERMITTED AND LODESTAR SOLUTIONS DOES NOT HAVE ANY OBLIGATION TO VERIFY THE IDENTITY OF THE PERSONS CONTRIBUTING CONTENT TO THE SERVICES, NOR DOES IT HAVE ANY OBLIGATION TO MONITOR THE USE OF THE SERVICES BY OTHER USERS; THEREFORE, LODESTAR SOLUTIONS DISCLAIMS ALL LIABILITY FOR IDENTITY THEFT OR ANY OTHER MISUSE OF YOUR IDENTITY OR CONTENT BY OTHERS.

WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, LODESTAR SOLUTIONS MAKES NO REPRESENTATIONS OR WARRANTIES WITH RESPECT TO ANY INFORMATION OFFERED OR PROVIDED WITHIN OR THROUGH THE SOFTWARE OR SERVICES.

UNDER NO CIRCUMSTANCES, AS A RESULT OF YOUR CONTRIBUTIONS TO OR USE OF THE SERVICES, WILL LODESTAR SOLUTIONS OR ANY OTHER CONTRIBUTOR OR OTHER USER BE LIABLE TO YOU OR TO ANY OTHER PERSON FOR ANY DIRECT, INDIRECT OR SPECULATIVE DAMAGES (INCLUDING, WITHOUT LIMITING THE FOREGOING, CONSEQUENTIAL, INCIDENTAL, AND SPECIAL DAMAGES) INCLUDING, BUT NOT LIMITED TO, LOSS OF USE, BUSINESS INTERRUPTIONS, AND LOSS OF PROFITS AND DATA, REGARDLESS OF WHETHER THESE PARTIES HAD ADVANCE NOTICE OF THE POSSIBILITY OF ANY SUCH DAMAGES. LODESTAR SOLUTIONS AND ITS AFFILIATES' AND CONTRIBUTORS AND THEIR RESPECTIVE OFFICERS', DIRECTORS', SHAREHOLDERS', EMPLOYEES', AND AGENTS' TOTAL LIABILITY (IN THE AGGREGATE) TO YOU FOR ANY CLAIM ARISING OUT OF OR RELATING TO YOUR USE OR INABILITY TO USE THE SERVICES AND THE TERMS, WHETHER IN CONTRACT OR IN TORT, SHALL NOT EXCEED ONE HUNDRED DOLLARS (US\$100). EACH PROVISION OF THE TERMS THAT PROVIDES FOR A LIMITATION OF LIABILITY, DISCLAIMER OF WARRANTIES, OR EXCLUSION OF DAMAGES IS TO ALLOCATE THE RISKS UNDER THE TERMS BETWEEN THE PARTIES. THIS ALLOCATION IS AN ESSENTIAL ELEMENT OF THE BASIS OF THE BARGAIN BETWEEN THE PARTIES. EACH OF THESE PROVISIONS IS SEVERABLE AND INDEPENDENT OF ALL OTHER PROVISIONS OF THE TERMS. THE LIMITATIONS IN THIS SECTION WILL APPLY NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY UNDER THE TERMS.

NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY LODESTAR SOLUTIONS OR AN APPROVED REPRESENTATIVE SHALL CREATE A WARRANTY. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES OR LIMITATIONS ON APPLICABLE STATUTORY RIGHTS OF A CONSUMER, SO THE ABOVE EXCLUSIONS AND LIMITATIONS MAY NOT APPLY.

THE FOLLOWING APPLIES TO END USERS WHO LIVE WITHIN AUSTRALIA, THE UK AND THE EU:

LODESTAR SOLUTIONS USES REASONABLE CARE AND SKILL TO ENSURE THE ACCURACY OF THE INFORMATION PROVIDED THROUGH THE SERVICES. INFORMATION CONTAINED ON THE SITE MAY NOT BE FULLY ACCURATE AND IS PROVIDED "AS IS".

Release

In the event that you have a dispute with one or more other users of the Services you agree that the dispute is between you and such other user(s) and you hereby release Lodestar Solutions (and its officers, directors, employees and agents) from claims, demands, and damages (actual and consequential) of every kind and nature, known and unknown, suspected and unsuspected, disclosed and undisclosed, arising out of or in any way connected with such dispute(s). If you are a California resident, you waive California Civil Code 1542, which says: "A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor."

Indemnification

You agree to indemnify and hold Lodestar Solutions and its officers, directors, employees and agents harmless from any charges, complaints, damages, losses, liabilities, costs and expenses (including attorneys' fees and expert fees) due to, arising out of or relating in any way to (1) any Content, (2) any violation by you of the Agreement or any applicable rule, regulation or law, and (3) your access or use of the Services and/or the Lodestar Solutions Information contained therein.

Export

Your access to and use of the Services shall comply with all applicable export laws of the United States, including, without limitation, the U.S.

Export Administration Regulations and the prohibitions and restrictions mandated by agencies of the United States government. Without limiting the foregoing, the Services may not be exported or re-exported into (or to a resident or national of): (a) any country sanctioned by the United States government identified on the list published by the U.S. Bureau of Industry and Security, including Cuba, Iran, North Korea, Sudan and Syria, as such list may be updated from time to time; (b) any country, entity or person identified on any of the sanction lists, specifically designated nationals lists, denied party lists or entity lists published by the Office of Foreign Assets Control (OFAC) of the U.S. Department of Treasury, as such lists may be updated from time to time; (c) any other country subject to United States embargo or UN Sanctions; or (d) or any other prohibited country, person, end-user or entity specified by the United States government. You will not use any data, information, software programs or materials resulting from the Services (or direct product thereof) for any purpose prohibited by these laws including, without limitation, nuclear, chemical or biological weapons proliferation, or the development of missile technology.

Force Majeure

Lodestar Solutions will not be responsible for a breach of the Agreement caused by any failure or delay of performance if caused by: an act of war, hostility, or sabotage; an act of God; a pandemic; an electrical, internet, cellular network or telecommunication outage that is not caused by Lodestar Solutions; government restrictions (including the denial or cancelation of any export, import or other license); or another event outside the reasonable control of Lodestar Solutions.

Invalidity

If any provision of the Agreement is held to be invalid or unenforceable in whole or in part in any jurisdiction, then that provision shall be deemed ineffective in such jurisdiction but shall have no effect on the enforceability of the remaining provisions.

Governing Law, Consent to Jurisdiction and Limitation on Claims

The Agreement and your use of the Software and Services, along with the Information contained therein, shall be governed by and construed in accordance with the laws of the State of Florida without regard to conflict of laws principles or other provisions which might result in the application of laws other than the internal laws of the State of Florida. The Uniform Computer Information Transactions Act will not apply to the Agreement.

You further agree that any claims or causes of action arising out of or related to the Agreement or the Services, along with the Information contained therein, shall be submitted to arbitration as provided below within one (1) year after such claim or cause of action arose, or such claim or cause of action shall be forever barred.

The courts of the State of Florida (state and federal) will have sole and exclusive jurisdiction over any disputes or actions arising out of or relating to this Agreement. The parties hereby waive all claims of immunity from such jurisdiction. Venue for any action brought arising out of or relating to this Agreement will be in the State Courts in Florida or in the United States District Court for the District of the State of Florida.

For the purposes of the Agreement: (a) the term "Dispute" will mean any dispute, controversy, or claim arising out of or relating to: (i) the Agreement, its interpretation, or the breach, termination, applicability or validity of the Agreement; or (ii) any other dispute arising out of or relating to the relationship between Lodestar Solutions and you; (b) the term "Company Group" will mean Lodestar Solutions, its parents, subsidiaries, affiliates, members, directors, officers, employees, agents, beneficiaries, assignees, successors in interest, and any third party which provides products or services purchased from or distributed by Lodestar Solutions; and (c) the term "User Group" will mean you and those in privity with you, such as your affiliates, employees, partners, contractors, agents, family members and beneficiaries.

No member of Company Group or User Group will submit any Dispute (defined below) to any court of law. Company Group and User Group hereby forfeit their right to file and litigate a lawsuit in a court of law relating to any Dispute. User Group understands that, in the absence of this paragraph, User Group would have had a right to litigate disputes through a court, including the right, if any and subject to the rules of User Group's jurisdiction, to litigate claims on a class-wide or class-action basis, and that User Group has expressly and knowingly waived those rights and agreed to resolve any Disputes through binding arbitration in accordance with the Agreement. This arbitration provision will be governed by the Federal Arbitration Act, 9 U.S.C. Section 1, et seq.

Company Group and User Group may each provide the other party with written notice of its intention to initiate arbitration with respect to any Dispute. If Company Group and User Group do not amicably resolve or settle the Dispute in writing within thirty (30) days after such notice, the notifying party will have the right to submit such Dispute to the American Arbitration Association ("AAA") for binding resolution. Any such Dispute will be resolved exclusively and finally by the AAA. The AAA's Commercial Rules will govern the arbitration proceeding. Company Group and User Group will agree upon another arbitration forum if AAA ceases all of its operations. The arbitration will be conducted before a single arbitrator and will be limited solely to the Dispute between Company Group and User Group. The arbitration, or any portion of it, will not be consolidated with any other arbitration and will not be conducted on a class-wide or class action basis.

Company Group and User Group will confer after service of written notice of arbitration to select a single agreed-upon arbitrator to adjudicate the Dispute. If Company Group and User Group are unable to agree upon an arbitrator within thirty (30) days after the date of such notice, the AAA will assign an arbitrator. Any decision or award rendered in such arbitration proceeding will be final and binding on Company Group and User Group, and judgment may be entered thereon only in the State or Federal courts in Hillsborough County, Florida.

In the arbitration, the arbitrator will apply the laws of the State of Florida, excluding its conflict of law principles. The arbitrator will not have the right to award treble damages or punitive damages. The location of the arbitration will be in Florida, Florida, and the arbitration will be conducted in the English language.

Claims of Copyright Infringement

Lodestar Solutions respects the intellectual property rights of others, and requires that the people who use the Services do the same. It is Lodestar Solutions' policy to respond promptly to claims of intellectual property misuse. If you believe that your work has been copied and is accessible through the Services in a way that constitutes copyright infringement, you may notify us by providing Lodestar Solutions' copyright agent with the following information in writing:

- a) The electronic or physical signature of the owner of the copyright or the person authorized to act on the owner's behalf;
- b) Identification of the copyrighted work that you claim has been infringed;
- c) Identification of the material that is claimed to be infringing and information reasonably sufficient to permit us to locate the material;
- d) Your name, address, telephone number, and email address;
- e) A statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law; and
- f) A statement made under penalty of perjury that the above information in your notice is accurate and that you are the copyright owner or are authorized to act on the copyright owner's behalf.

If Lodestar Solutions receives such a claim, it reserves the right to refuse or delete Content and to terminate a user's account.

Lodestar Solutions' designated agent to receive notification of claimed infringement under the Digital Millennium Copyright Act OF 1998 ("DMCA") is:

Lodestar Solutions, Inc.
3212 Harbor View Ave.
Tampa, FL 33611
Attn: Copyright Infringement

After receiving a claim of infringement, Lodestar Solutions will process and investigate notices of alleged infringement and will take appropriate actions under the DMCA and other applicable intellectual property laws. Upon receipt of notices complying or substantially complying with the DMCA, Lodestar Solutions will act expeditiously to remove or disable access to any material claimed to be infringing or claimed to be the subject of infringing activity, and will act expeditiously to remove or disable access to any reference or link to material or activity that is claimed to be infringing. Lodestar Solutions will take reasonable steps promptly to notify the user that Lodestar Solutions has removed or disabled access to such material.

Upon receipt of a proper counter notification under the DMCA, Lodestar Solutions will promptly provide the person who provided the initial notification of claimed infringement with a copy of the counter notification and inform that person that Lodestar Solutions will replace the removed material or cease disabling access to it in 10 business days. Unless Lodestar Solutions' designated agent first receives notice from the person who submitted the initial notification that such person has filed an action seeking a court order to restrain the user from engaging in infringing activity relating to the material on the Software or Services, Lodestar Solutions will replace the removed material and cease disabling access to it.

You may provide Lodestar Solutions with a counter notification by providing Lodestar Solutions' copyright agent the following information in writing:

- a) Your physical or electronic signature;
- b) Identification of the material that has been removed or to which access has been disabled and the location at which the material appeared before

it was removed or access to it was disabled;

c) A statement under penalty of perjury that you have a good faith belief that the material was removed or disabled as a result of mistake or misidentification of the material to be removed or disabled; and

d) Your name, address, and telephone number, and a statement that you consent to the jurisdiction of Federal District Court for the judicial district in which your address is located, or if your address is outside of the United States, for any judicial district in which Lodestar Solutions may be found and that you will accept service of process from the person who provided the initial notification of infringement.

In the event that any such claim relating to copyright infringement is asserted against Lodestar Solutions, such claim shall be resolved through binding arbitration in accordance with the Agreement provided above.

Notices

Any notice required or permitted to be given in accordance with the Agreement shall be in writing. Notices to Lodestar Solutions shall be sent by personal delivery, registered or certified mail (return receipt requested, postage prepaid) or commercial express courier (with written verification of receipt) to: Lodestar Solutions, Inc., 3212 Harbor View Ave., Tampa, FL 33611. For contractual purposes, you consent to receive communications from Lodestar Solutions electronically. Notices sent to you shall be sent by personal delivery, electronic mail, registered or certified mail (return receipt requested, postage prepaid) or commercial express courier (with written verification of receipt) to the address listed on your account. All notices will be deemed given: (i) when delivered personally; (ii) 24 hours after electronic mail is sent, unless Lodestar Solutions is notified that the email address is invalid; (iii) five (5) days after having been sent by registered or certified mail (or ten (10) days for international mail); or (iv) one (1) day after deposit with a commercial express courier specifying next day delivery (or two (2) days for international courier packages specifying 2-day delivery). Either party may change its address for receipt of notice by notice to the other party in accordance with this Section.

General

Lodestar Solutions' failure to exercise or enforce any right or provision of the Agreement shall not be deemed to be a waiver of such right or provision. Lodestar Solutions is excused for any failure to perform to the extent that its performance is prevented by any reason outside of its control. The Agreement contains the entire agreement between you and Lodestar Solutions and supersedes all prior agreements between the parties regarding the subject matter contained herein, except as otherwise specifically noted herein. In no event shall you seek or be entitled to rescission, injunctive or other equitable relief, or to enjoin or restrain the operation of the Services, exploitation of any advertising or other materials issued in connection therewith, or exploitation of the Services, or any Lodestar Solutions Information displayed through the Services. You may not assign or delegate any rights or obligations under the Agreement. Any purported assignment and delegation shall be ineffective. Lodestar Solutions may freely assign or delegate all rights and obligations under the Agreement, fully or partially without notice to you. Lodestar Solutions may also substitute, by way of unilateral novation, effective upon notice to you, which you agree may be electronic communication, Lodestar Solutions, Inc. for any third party that assumes Lodestar Solutions' rights and obligations under the Agreement.

End User License Agreement

– Installable Products

Updated 5/23/2023

Single End User License Agreement

This End User License Agreement (“EULA”) is a legal agreement between you (an individual) and Lodestar Solutions, Inc., d/b/a Lodestar Solutions (“Licensor”) for the use of Licensor’s software products, which may include associated software components, content, printed materials and “online” or electronic documentation (collectively, the “Lodestar Solutions Products”). By installing or using a Lodestar Solutions Product, you agree to be bound by the terms of this EULA. This EULA represents the entire agreement between you and Licensor concerning Lodestar Solutions Products, and it supersedes any prior proposal, representation, or understanding between you and Licensor. If you do not agree to the terms of this EULA, do not install or use any of the Lodestar Solutions Products.

The definition of “EULA” shall include any terms describing additional obligations or restrictions accompanying your order of the Lodestar Solutions Products, including, without limitation, any payment obligations, specified license period and usage restrictions. If you are deemed to have ordered a Lodestar Solutions Product, Lodestar Solutions’ acceptance is expressly conditional on your assent to the EULA to the exclusion of all other terms. Notwithstanding anything to the contrary contained in this EULA, if you have executed a separate written agreement with Lodestar Solutions that governs the license of a Lodestar Solutions Product, then the terms of such agreement and not this EULA shall govern and control.

Each Lodestar Solutions Product is protected by copyright laws and international copyright treaties, as well as other intellectual property laws and treaties. Each Lodestar Solutions Product is licensed, not sold.

1. GRANT OF LICENSE.

Age Restriction. The Lodestar Solutions Products are intended for installation and use by persons eighteen (18) years or older. Persons under the age of eighteen (18) should not install or use the Lodestar Solutions Products. By using a Lodestar Solutions Product, you represent and warrant to Licensor that you are eighteen (18) years of age or older and that your use of the Lodestar Solutions Products does not violate any applicable law.

Each Lodestar Solutions Product is licensed as follows:

(a) **Installation, Activation and Use.** Licensor grants to you (the "Individual User" or "you") a non-exclusive, non-transferable, perpetual right and license to install and use each of the Lodestar Solutions Products which you have purchased on a single computer, machine or device owned and operated by the Individual User (a "Machine"), without a right to transfer, resell, further sublicense, loan or distribute any Lodestar Solutions Product or provide access to any Lodestar Solutions Product as a services or otherwise to any other person or entity; provided that the Individual User may deactivate a Lodestar Solutions Product at any time through the Lodestar Solutions Product's activation screen and move such Lodestar Solutions Product to a different Machine and reactivate it.

Each Lodestar Solutions Product will function in unregistered mode until activated. Activation, which can be achieved by entering a login and password and clicking the "Activate" button, may be Machine specific and an Internet connection is required. Copies of Lodestar Solutions Products which have not been activated will only function if transaction dates used on all imported transactions are a single random date. After the Lodestar Solutions Product is activated the Lodestar Solutions Product becomes "unlocked" and will allow the Individual User to specify his/her own

transaction dates. Licensor may add new features to the Lodestar Solutions Products (“New Features”) from time to time in its sole discretion. If new or amended terms for such New Features are presented to the Individual User by Licensor, the Individual User is not entitled to use any New Features unless the Individual User agrees to such new or amended terms.

The Lodestar Solutions Products contain a feature that permits them to communicate with Licensor to verify if the Lodestar Solutions Products are properly licensed. You agree not to disable the ability of the Lodestar Solutions Products to communicate with Licensor for such purpose. You are responsible for obtaining and maintaining all of the hardware and software that you may need to use the Lodestar Solutions Products. You are responsible for protecting and safeguarding any keys, certificates, passwords, access codes, user IDs or other login information (collectively, “Passwords”) that are provided to you or that are generated in connection with your use of the Lodestar Solutions Software. You are fully and solely responsible for all activities that occur under your Passwords.

(b) Fees. Use of each Lodestar Solutions Product is subject to the payment of fees (the “Fees”) by the Individual User, which may vary according to the purchase option you have selected. All Fees are non-refundable. Licensor may at any time, upon notice required by applicable law, (a) change the Fees, (b) institute new charges or fees, or (c) change this EULA. You agree that in the event Licensor is unable to collect the Fees owed by you to Licensor for any Lodestar Solutions Product, Licensor may take the steps it deems necessary to collect such Fees from you and that you will be responsible for all costs and expenses incurred by Licensor in connection with such collection activity.

2. DESCRIPTION OF OTHER RESTRICTIONS AND OBLIGATIONS; NO ASSIGNABILITY

(a) Maintenance of Copyright Notices.

You may not and you may not permit others to remove or alter any

copyright notices made visible to you during your use of any Lodestar Solutions Product.

(b) Distribution; Remote Access; Rental; Export.

Each Lodestar Solutions Product is for your use only. You may not and you may not permit others to redistribute, transfer, sublicense, or resell any Lodestar Solutions Product to any other person or entity. You may not rent, lease, make available as a software as a service (SaaS), encumber, assign, or loan Lodestar Solutions Product to any other person or entity.

The Lodestar Solutions Products may not be exported or re-exported into (or to a resident or national of): (a) any country sanctioned by the United States government identified on the list published by the U.S. Bureau of Industry and Security, including Cuba, Iran, North Korea, Sudan and Syria, as such list may be updated from time to time; (b) any country, entity or person identified on any of the sanction lists, specifically designated nationals lists, denied party lists or entity lists published by the Office of Foreign Assets Control (OFAC) of the U.S. Department of Treasury, as such lists may be updated from time to time; (c) any other country subject to United States embargo or UN Sanctions; or (d) or any other prohibited country, person, end-user or entity specified by the United States government. You will not use any data, information, software programs or materials resulting from any Lodestar Solutions Product (or direct product thereof) for any purpose prohibited by these laws including, without limitation, nuclear, chemical or biological weapons proliferation, or the development of missile technology.

(c) Prohibition on Reverse Engineering, Decompilation and Disassembly.

You may not and you may not permit others to alter, merge, modify or adapt any Lodestar Solutions Product. You may not and you may not permit others to reverse engineer, decompile, disassemble or attempt to reconstruct, identify or discover or otherwise derive the source code, underlying ideas, underlying user interface techniques or algorithms within, modify or create derivative works from any Lodestar Solutions Product.

(d) Compliance with Applicable Laws.

Lodestar Solutions Products may only be used for lawful purposes. You must comply with the terms of EULA and with all applicable local, state, national and international rules, laws and regulations. You represent that you have all necessary right, power and authority to enter into this EULA and to perform the acts required of you hereunder. You will be responsible for all of your activity with respect to, and you will not permit any other person or entity to gain access to, any Lodestar Solutions Product.

(e) Not Assignable.

This EULA and the rights granted hereunder are not assignable by you.

3. TERMINATION

Without prejudice to any other rights and notwithstanding any reference to “perpetual” in this EULA, Licensor may terminate this EULA and your access to and use of the Lodestar Solutions Products if you fail to comply with the terms and conditions of this EULA. Upon expiration or termination of your account, Licensor shall provide you with written notice (which notice may be by electronic mail). You agree that all terminations for cause shall be made at Licensor’s sole discretion and Licensor shall not be liable to you or other third party for any termination.

4. COPYRIGHT

Lodestar Solutions Intellectual Property Rights

The Lodestar Solutions Products and all underlying algorithms, user interfaces and network and database designs and schemas, architecture, class libraries and objects, the unique expressions of the selection, organization and presentation of user visible functions, all templates and the methods of presenting information, all updates, upgrades, patches, maintenance releases and bug fixes and all documentation relating to any of the foregoing, whether in read only memory, on any other media or in any other form and all processes, analyses and methodologies, know-how, and trade secrets underlying the Lodestar Solutions Products and all related intellectual property rights throughout the world and all derivative

works thereof developed solely by Lodestar Solutions, or by or with the input of another party, excluding any open source software which may be contained therein (the "Open Source Software") (the "Lodestar Solutions Intellectual Property") are protected by United States copyright and other intellectual property laws, belong to Lodestar Solutions and may not be used or reproduced by you without the express written permission of Lodestar Solutions. Lodestar Solutions hereby reserves any and all intellectual property rights in the Lodestar Solutions Intellectual Property.

All right, title and interest, including but not limited to copyrights, in and to the Lodestar Solutions Intellectual Property are owned solely by Licensor and are protected by applicable copyright and/or other intellectual property laws and treaties. All rights not expressly granted are reserved by Licensor.

To the extent the Lodestar Solutions Products contain third party technology which includes but is not limited to the Open Source Software, you will be responsible for complying with any separate terms provided by Lodestar Solutions or third parties applicable to your access to the Open Source Software that govern your use of such Open Source Software.

6. DISCLAIMERS; NO WARRANTIES

Any similarity between sample screens and reports shown through a Lodestar Solutions Product to real persons, living or dead is unintentional and purely coincidental. All names and personal characteristics are fictional and for the purpose of illustrating the Lodestar Solutions Products' operation and sample screens.

LICENSOR EXPRESSLY DISCLAIMS ANY WARRANTIES FOR THE LODESTAR SOLUTIONS PRODUCTS. EACH OF THE LODESTAR SOLUTIONS PRODUCTS IS PROVIDED 'AS IS' WITHOUT ANY EXPRESS OR IMPLIED WARRANTY OF ANY KIND, BY OPERATION OF LAW OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, OR FITNESS FOR A PARTICULAR PURPOSE OR THE IMPLIED CONDITION OF SATISFACTORY QUALITY. NO OBLIGATION OR LIABILITY WILL ARISE OUT OF LICENSOR RENDERING TECHNICAL OR

OTHER ADVICE IN CONNECTION WITH ANY LODESTAR SOLUTIONS PRODUCT. LICENSOR MAKES NO WARRANTIES RESPECTING ANY HARM THAT MAY BE CAUSED BY THE TRANSMISSION OF A COMPUTER VIRUS, WORM, TIME BOMB, LOGIC BOMB, OR OTHER SUCH COMPUTER PROGRAM. LICENSOR FURTHER EXPRESSLY DISCLAIMS ANY WARRANTY OR REPRESENTATION TO THE INDIVIDUAL USER OR TO ANY THIRD PARTY. YOU ASSUME ALL RESPONSIBILITIES FOR SELECTION OF THE LODESTAR SOLUTIONS PRODUCTS TO ACHIEVE YOUR INTENDED RESULTS, AND FOR THE INSTALLATION AND USE OF THE LODESTAR SOLUTIONS PRODUCTS.

Some jurisdictions do not allow a limitation on implied warranties, and so the foregoing disclaimer may not apply to you.

7. INDEMNIFICATION; LIMITATION OF LIABILITY

You agree to indemnify and hold Licensor and its affiliates, directors, officers, agents and employees, harmless from any claim, expense, cost or demand, including reasonable attorneys' fees, made by any third party due to or arising out of your use of the Lodestar Solutions Products, any claim that any Lodestar Solutions Product caused damages to a third party, your violation of this EULA or the rights of another.

IN NO EVENT SHALL LICENSOR BE LIABLE FOR ANY DAMAGES (INCLUDING, WITHOUT LIMITATION, LOST PROFITS, BUSINESS INTERRUPTION, OR LOST INFORMATION) ARISING OUT OF YOUR USE OF OR INABILITY TO USE A LODESTAR SOLUTIONS PRODUCT, EVEN IF LICENSOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT WILL LICENSOR BE LIABLE FOR LOSS OF DATA OR FOR INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, CONSEQUENTIAL (INCLUDING LOST PROFIT), OR OTHER DAMAGES BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE EVEN IF LICENSOR HAS BEEN ADVISED AS TO THE POSSIBILITY OF SAME. LICENSOR SHALL HAVE NO LIABILITY WITH RESPECT TO THE CONTENT OF THE LODESTAR SOLUTIONS PRODUCTS OR ANY PART THEREOF, INCLUDING BUT NOT LIMITED TO ERRORS OR OMISSIONS CONTAINED THEREIN, LIBEL, INFRINGEMENTS OF RIGHTS OF PUBLICITY, PRIVACY, TRADEMARK RIGHTS, BUSINESS INTERRUPTION, LOSS

OF BUSINESS INFORMATION, COST OF COVER, LOSS OF DATA, PERSONAL INJURY, LOSS OF PRIVACY, MORAL RIGHTS OR THE DISCLOSURE OF CONFIDENTIAL INFORMATION OR OTHER PECUNIARY LOSS ARISING FROM THE USE OF (OR INABILITY TO USE) THE LODESTAR SOLUTIONS PRODUCTS, NO MATTER HOW CAUSED AND ON ANY THEORY OF LIABILITY. IN NO EVENT SHALL LICENSOR'S TOTAL LIABILITY TO YOU FOR ALL DAMAGES IN ANY ONE OR MORE CAUSES OF ACTION EXCEED THE AMOUNT PAID BY YOU FOR THE LODESTAR SOLUTIONS PRODUCT.

NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY LICENSOR OR AN APPROVED REPRESENTATIVE SHALL CREATE A WARRANTY. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES OR LIMITATIONS ON APPLICABLE STATUTORY RIGHTS OF A CONSUMER, SO THE ABOVE EXCLUSIONS AND LIMITATIONS MAY NOT APPLY. These limitations shall apply notwithstanding the failure of essential purpose of any limited remedy. You acknowledge that these limitations reflect a reasonable allocation of risk. There are no third party beneficiaries under this EULA.

8. GENERAL.

The EULA and your use of the Lodestar Solutions Products shall be governed by and construed in accordance with the laws of the State of Florida without regard to conflict of laws principles or other provisions which might result in the application of laws other than the internal laws of the State of Florida. The Uniform Computer Information Transactions Act will not apply to the EULA.

You further agree that any claims or causes of action arising out of or related to the EULA or the Lodestar Solutions Products shall be submitted to arbitration as provided below within one (1) year after such claim or cause of action arose, or such claim or cause of action shall be forever barred.

The courts of the State of Florida (state and federal) will have sole and exclusive jurisdiction over any disputes or actions arising out of or relating to this EULA. The parties hereby waive all claims of immunity from such

jurisdiction. Venue for any action brought arising out of or relating to this EULA will be in the State Courts in Florida or in the United States District Court for the District of the State of Florida.

For the purposes of the EULA: (a) the term “Dispute” will mean any dispute, controversy, or claim arising out of or relating to: (i) the EULA, its interpretation, or the breach, termination, applicability or validity of the EULA; or (ii) any other dispute arising out of or relating to the relationship between Lodestar Solutions and you; (b) the term “Company Group” will mean Lodestar Solutions, its parents, subsidiaries, affiliates, members, directors, officers, employees, agents, beneficiaries, assignees, successors in interest, and any third party which provides products or services purchased from or distributed by Lodestar Solutions; and (c) the term “User Group” will mean you and those in privity with you, such as your affiliates, employees, partners, contractors, agents, family members and beneficiaries.

No member of Company Group or User Group will submit any Dispute (defined below) to any court of law. Company Group and User Group hereby forfeit their right to file and litigate a lawsuit in a court of law relating to any Dispute. User Group understands that, in the absence of this paragraph, User Group would have had a right to litigate disputes through a court, including the right, if any and subject to the rules of User Group’s jurisdiction, to litigate claims on a class-wide or class-action basis, and that User Group has expressly and knowingly waived those rights and agreed to resolve any Disputes through binding arbitration in accordance with the EULA. This arbitration provision will be governed by the Federal Arbitration Act, 9 U.S.C. Section 1, et seq.

Company Group and User Group may each provide the other party with written notice of its intention to initiate arbitration with respect to any Dispute. If Company Group and User Group do not amicably resolve or settle the Dispute in writing within thirty (30) days after such notice, the notifying party will have the right to submit such Dispute to the American Arbitration Association (“AAA”) for binding resolution. Any such Dispute

will be resolved exclusively and finally by the AAA. The AAA's Commercial Rules will govern the arbitration proceeding. Company Group and User Group will agree upon another arbitration forum if AAA ceases all of its operations. The arbitration will be conducted before a single arbitrator and will be limited solely to the Dispute between Company Group and User Group. The arbitration, or any portion of it, will not be consolidated with any other arbitration and will not be conducted on a class-wide or class action basis.

Company Group and User Group will confer after service of written notice of arbitration to select a single agreed-upon arbitrator to adjudicate the Dispute. If Company Group and User Group are unable to agree upon an arbitrator within thirty (30) days after the date of such notice, the AAA will assign an arbitrator. Any decision or award rendered in such arbitration proceeding will be final and binding on Company Group and User Group, and judgment may be entered thereon only in the State or Federal courts in Hillsborough County, Florida.

In the arbitration, the arbitrator will apply the laws of the State of Florida, excluding its conflict of law principles. The arbitrator will not have the right to award treble damages or punitive damages. The location of the arbitration will be in Florida, Florida, and the arbitration will be conducted in the English language.

Notices

Any notice required or permitted to be given in accordance with the EULA shall be in writing. Notices to Lodestar Solutions shall be sent by personal delivery, registered or certified mail (return receipt requested, postage prepaid) or commercial express courier (with written verification of receipt) to: Lodestar Solutions, Inc., 3212 Harbor View Ave., Tampa, FL 33611. For contractual purposes, you consent to receive communications from Lodestar Solutions electronically. Notices sent to you shall be sent by personal delivery, electronic mail, registered or certified mail (return receipt requested, postage prepaid) or commercial express courier (with written verification of receipt) to the address listed on your account. All

notices will be deemed given: (i) when delivered personally; (ii) 24 hours after electronic mail is sent, unless Lodestar Solutions is notified that the email address is invalid; (iii) five (5) days after having been sent by registered or certified mail (or ten (10) days for international mail); or (iv) one (1) day after deposit with a commercial express courier specifying next day delivery (or two (2) days for international courier packages specifying 2-day delivery). Either party may change its address for receipt of notice by notice to the other party in accordance with this Section.

General

Lodestar Solutions' failure to exercise or enforce any right or provision of the EULA shall not be deemed to be a waiver of such right or provision. Lodestar Solutions is excused for any failure to perform to the extent that its performance is prevented by any reason outside of its control. The EULA contains the entire agreement between you and Lodestar Solutions and supersedes all prior agreements between the parties regarding the subject matter contained herein, except as otherwise specifically noted herein. In no event shall you seek or be entitled to rescission, injunctive or other equitable relief. You may not assign or delegate any rights or obligations under the EULA. Any purported assignment and delegation shall be ineffective. Lodestar Solutions may freely assign or delegate all rights and obligations under the EULA, fully or partially without notice to you. Lodestar Solutions may also substitute, by way of unilateral novation, effective upon notice to you, which you agree may be electronic communication, any third party that assumes Lodestar Solutions' rights and obligations under the EULA.