

RRAI End User License Agreement

Last modified: January 1, 2024

This End User License Agreement (“EULA” or “Agreement”) is a binding agreement between you (“End User”, “you”, or “your”) and RightResponse AI, LLC (“Provider,” “we” or “us”). This EULA governs your access and use of the RightResponse AI technology (“RRAI”).

Provider provides the RRAI technology for the purpose of allowing businesses to aggregate, analyze, request and respond to customer reviews.

PROVIDER IS WILLING TO PROVIDE ACCESS AND USE OF RRAI TO YOU ONLY ON THE CONDITION THAT YOU ACCEPT ALL THE TERMS IN THIS EULA. BY ACCESSING AND/OR USING RRAI, YOU (A) ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTAND THIS AGREEMENT; (B) REPRESENT THAT YOU ARE OF LEGAL AGE TO ENTER INTO A BINDING AGREEMENT; AND (C) ACCEPT THIS AGREEMENT AND AGREE THAT YOU ARE LEGALLY BOUND BY ITS TERMS. IF YOU DO NOT MEET ANY OF THE FOREGOING REQUIREMENTS AND/OR DO NOT AGREE TO THESE TERMS, YOU MAY NOT ACCESS OR USE RRAI.

1. Grant. Subject to the terms of this EULA, Provider grants you a limited, revocable, non-exclusive, and non-transferable right to access and use RRAI strictly in accordance with the then-current RRAI user documentation, as may be modified from time to time (“Usage Rules”).

2. User Registration. In order to access and use certain areas or features of RRAI, you may need to agree to additional terms and conditions, provide certain information; and/or answer certain questions. Each registration is for a single user only. You agree to (a) provide accurate, current and complete information, (b) maintain and promptly update, as necessary, your information, (c) be responsible for the acts or omissions of any third party who has authority to access or use RRAI on your behalf, and (d) immediately notify us if you discover or otherwise suspect any security breaches related to RRAI. If you provide information that is untrue, inaccurate, not current or incomplete, we may suspend and/or terminate your current or future use of RRAI. By providing information and/or answering questions, you also consent to receive electronic communications from Provider (e.g., via email or by posting notices to RRAI). You should maintain copies of electronic communications from us by printing a paper copy or saving an electronic copy. We may also send you promotional communications via email, including, but not limited to, newsletters, special offers, surveys and other news and information we think will be of interest to you. You may opt out of receiving these promotional emails at any time by following the unsubscribe instructions provided therein.

3. Restrictions. End User shall not:

- (a) Use RRAI in any way that fails to comply with applicable law or this EULA;
- (b) Impersonate another person, misrepresent your

affiliation with another person or entity, or make any representation to any third party under false pretenses;

- (c) Copy, modify, translate, adapt, or otherwise create derivative works or improvements of RRAI;
- (d) Reverse engineer, disassemble, decompile, decode, or otherwise attempt to derive or gain access to the source code of RRAI or any part thereof;
- (e) Remove, delete, alter, or obscure any trademarks or any copyright, trademark, patent, or other intellectual property or proprietary rights notices from RRAI, including any copy thereof;
- (f) Rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer, or otherwise make available RRAI, or any features or functionality of RRAI, to any third party for any reason;
- (g) Use RRAI to stalk, threaten, or otherwise violate the rights of others, including without limitation others’ privacy rights or rights of publicity;
- (h) Remove, disable, circumvent, or otherwise create or implement any workaround to any copy protection, rights management, or security features in or protecting RRAI;
- (i) Use RRAI in any situation where such use could lead to death or serious bodily injury of any person, or to severe physical, environmental, or financial damage;
- (j) use RRAI on any device that you do not own or control; or
- (k) distribute or make RRAI available over a network in violation of the Usage Rules.

4. Intellectual Property. You acknowledge and agree that the right to access and use RRAI is provided as a services offering, and not sold, to you. You do not acquire any ownership interest in RRAI under this EULA, or any other rights thereto other than to use RRAI in accordance with the rights granted, and subject to all terms, conditions, and restrictions, under this EULA. Provider and its licensors, vendors, and service providers reserve and retain their entire right, title, and interest in and to RRAI, including all copyrights, trademarks, and all other intellectual property rights therein or relating thereto. RRAI and its entire contents, features, and functionalities, including without limitation, all information, software, text, displays, images, video, and audio, and the design, selection and arrangement thereof, are owned by Provider and its licensors. RRAI and its content are copyrighted, and any unauthorized use of RRAI may violate copyright, trademark, and other laws, in addition to constituting a material breach of this EULA. There are several proprietary logos, service marks, trademarks, slogans, and product designations found on RRAI (collectively, "Marks"). By making these Marks available on RRAI, Provider is not granting you any rights to use the Marks in any fashion. Access to and use of RRAI does not confer upon you any rights under any of Provider 's or any third party's intellectual property rights, including, without limitation, to the Marks. Provider 's Marks may be used publicly only with prior written permission from Provider .

5. Collection and Use of Your Information. You acknowledge that when you access or use RRAI, Provider may use various means to collect information about you and your use of RRAI. You also may be required to provide certain information about yourself as a condition to accessing or using RRAI or certain of its features or functionality. All information we collect through or in connection with this RRAI is subject to our Privacy Policy, available at www.rightresponseai.com/legal/privacy-policy. By using and providing information to or through this RRAI, you consent to all actions taken by us with respect to your information in compliance with the Privacy Policy.

6. Consent to Use Data. You expressly acknowledge and agree that RRAI, including, without limitation, the content and services provided in connection therewith, are provided for your use on behalf of Provider. You hereby agree that Provider may collect and use technical information gathered in connection with your use of RRAI and any support services that may be provided to you, if any, to improve Provider's products, including RRAI, or to provide customized services or technologies to you. You hereby agree that all general, anonymized or otherwise

aggregated information from your use of RRAI are and will remain the property of Provider and that Provider may use and disclose such anonymized or otherwise aggregated information in a manner permitted under applicable law.

7. User Content. You are solely responsible and liable for all data, information and other materials ("User Content") that you submit, upload, post, e-mail or otherwise transmit ("Transmit") in connection with RRAI. In addition, we have no control over, and shall have no liability for, any damages resulting from the use (including without limitation, republication) or misuse by any third party of information made public through RRAI. IF YOU CHOOSE TO SUBMIT TO US, OR OTHERWISE MAKE ANY USER CONTENT PUBLICLY AVAILABLE, YOU DO SO AT YOUR OWN RISK AND WE SHALL HAVE NO LIABILITY THEREFOR. You agree that you will not, and will not permit anyone else to, directly or indirectly: (a) Transmit any User Content that is unlawful, harmful, threatening, abusive, hateful, obscene, harassing, tortious, defamatory, libelous, slanderous, pornographic, profane, vulgar, offensive, lewd, invasive of another's privacy or racially, ethnically or otherwise objectionable; (b) Transmit any User Content: (i) that you do not have the right to Transmit, under any law or contractual or fiduciary relationships, including, without limitation, any inside information or proprietary or confidential information; (ii) that infringes any patent, copyright, trademark or other intellectual property right or misappropriates any trade secret or right of privacy of any third-party; (iii) that constitutes unsolicited or unauthorized advertising or promotional materials, "spam," "chain letters," or pyramid schemes; or (iv) that contains any software routine, code, instruction or virus that is designed to disable, delete, modify, damage or erase software, hardware or data; or (c) forge headers or otherwise manipulate identifiers in order to disguise any User Content Transmitted through RRAI. Although we have no obligation to screen, edit or monitor User Content, we reserve the right, and have absolute discretion, to remove, screen or edit User Content posted or stored on RRAI at any time and for any reason, and you are solely responsible for creating backup copies of and replacing any User Content you post or store on RRAI at your sole cost and expense.

8. Feedback. Separate and apart from User Content, you can submit questions, comments, suggestions, ideas, original or creative materials or other information about RRAI, or Provider (collectively, "Feedback"). Feedback shall become the sole property of Provider. Provider shall own exclusive rights, including, without limitation, all intellectual property rights, in and to Feedback and shall be entitled

to the unrestricted use and dissemination of Feedback for any purpose, commercial or otherwise, without acknowledgment or compensation to you.

9. Requirements. RRAI is provided for access and use only by persons who are of legal age to enter into a binding agreement in their jurisdiction of residence. If you are located outside of the United States, you acknowledge that you may not be able to access all of RRAI, and that access thereto may not be legal by certain persons or in certain jurisdictions. If you access RRAI from outside the United States, you are responsible for compliance with any laws applicable to you and/or your use of RRAI.

10. Updates. Provider may from time to time in its sole discretion develop and provide RRAI updates, which may include upgrades, bug fixes, patches, other error corrections, and/or new features (collectively, including related documentation, "Updates"). Updates may also modify or delete in their entirety certain features and functionality. You agree that Provider has no obligation to provide any Updates or to continue to provide or enable any particular features, functionality, or accessibility of RRAI. If you wish to use RRAI after Provider releases one or more Updates, you agree that all Updates will be deemed part of RRAI, and your continued access and use of RRAI indicates your express consent to all terms and conditions of this EULA.

11. Third-Party Materials and Products. RRAI may display, include, or make available third-party content (including data, information, apps, and other products, services, and/or materials) or provide links to third-party websites or services, including through third-party advertising ("Third-Party Materials"). You acknowledge and agree that Provider is not responsible for Third-Party Materials, including their accuracy, completeness, timeliness, validity, copyright compliance, legality, decency, quality, or any other aspect thereof. Provider does not assume and will not have any liability or responsibility to you or any other person or entity for any Third-Party Materials. Third-Party Materials and links thereto are provided solely as a convenience to you, and you access and use them entirely at your own risk and subject to such third parties' terms and conditions.

12. Term and Termination.

The term of this EULA commences when you first access and/or use RRAI and will continue in effect until terminated by you or Provider as set forth herein. You may terminate this EULA by terminating all access and use of RRAI. Provider may terminate this EULA and your access and use of RRAI at any time, without notice, and in its sole discretion. In addition, this EULA will terminate immediately and automatically without

any notice if you violate any of the terms and conditions of this EULA. Upon termination:

- (a) All rights granted to you under this EULA will also terminate; and
- (b) You will cease all use of RRAI and delete all copies of RRAI from your electronic devices.

Termination will not limit any of Provider' rights or remedies at law or in equity. Any section of this EULA which should reasonably survive will survive after termination.

13. Disclaimer of Warranties. YOUR USE OF RRAI IS ENTIRELY AT YOUR OWN RISK. RRAI, INCLUDING, WITHOUT LIMITATION, THE CONTENT AND SERVICES PROVIDED IN CONNECTION THEREWITH, ARE PROVIDED "AS IS" AND WITH ALL FAULTS AND DEFECTS WITHOUT WARRANTY OF ANY KIND. TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, Provider, ON ITS OWN BEHALF AND ON BEHALF OF ITS AFFILIATES AND ITS AND THEIR RESPECTIVE LICENSORS, SUCCESSORS AND ASSIGNS EXPRESSLY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, WITH RESPECT TO RRAI, INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT, AND WARRANTIES THAT MAY ARISE OUT OF COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE, OR TRADE PRACTICE. WITHOUT LIMITATION TO THE FOREGOING, Provider PROVIDES NO WARRANTY OR UNDERTAKING, AND MAKES NO REPRESENTATION OF ANY KIND THAT RRAI WILL MEET YOUR REQUIREMENTS, ACHIEVE ANY INTENDED RESULTS, BE COMPATIBLE, OR WORK WITH ANY OTHER SOFTWARE, APPS, SYSTEMS, OR SERVICES, OPERATE WITHOUT INTERRUPTION, MEET ANY PERFORMANCE OR RELIABILITY STANDARDS, BE ERROR-FREE, THAT ANY ERRORS OR DEFECTS CAN OR WILL BE CORRECTED, OR THAT THE OPERATION OF RRAI WILL NOT AFFECT OR HARM YOUR DEVICE OR OTHER SOFTWARE, SYSTEMS, OR SERVICES. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF OR LIMITATIONS ON IMPLIED WARRANTIES OR THE LIMITATIONS ON THE APPLICABLE STATUTORY RIGHTS OF A CONSUMER, SO SOME OR ALL OF THE ABOVE EXCLUSIONS AND LIMITATIONS MAY NOT APPLY TO YOU.

14. Limitation of Liability. TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, IN NO EVENT WILL Provider OR ITS AFFILIATES, OR ANY OF ITS OR THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, SHAREHOLDERS, AGENTS, LICENSORS, SUCCESSORS, OR ASSIGNS (COLLECTIVELY, THE “RELEASEES”) HAVE ANY LIABILITY ARISING FROM OR RELATED TO THIS EULA OR YOUR USE OF OR INABILITY TO USE RRAI FOR:

- (a) PERSONAL INJURY, PROPERTY DAMAGE, LOST PROFITS, COST OF SUBSTITUTE GOODS OR SERVICES, LOSS OF DATA, LOSS OF GOODWILL, BUSINESS INTERRUPTION, COMMERCIAL DAMAGES OR LOSSES, COMPUTER FAILURE OR MALFUNCTION, OR ANY OTHER CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, MULTIPLE, OR PUNITIVE DAMAGES; AND
- (b) DIRECT DAMAGES IN AMOUNTS THAT IN THE AGGREGATE EXCEED THE AMOUNT ACTUALLY PAID BY YOU FOR RRAI (COLLECTIVELY, “DAMAGES”).

THE FOREGOING LIMITATIONS OF LIABILITY WILL APPLY WHETHER SUCH DAMAGES ARISE OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE AND REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE OR Provider WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SOME JURISDICTIONS DO NOT ALLOW CERTAIN LIMITATIONS OF LIABILITY SO SOME OR ALL OF THE ABOVE LIMITATIONS OF LIABILITY MAY NOT APPLY TO YOU.

15. WAIVER AND RELEASE. YOU ACKNOWLEDGE THAT YOU ARE VOLUNTARILY ACCESSING AND/OR USING RRAI, INCLUDING, WITHOUT LIMITATION, THE CONTENT AND SERVICES PROVIDED IN CONNECTION THEREWITH, AND AGREE TO:

- (a) ACCEPT AND ASSUME ANY AND ALL RISKS OF DAMAGES, WHETHER CAUSED BY THE NEGLIGENCE OF Provider OR OTHERWISE; AND
- (b) EXPRESSLY WAIVE AND RELEASE ANY AND ALL CLAIMS, NOW KNOWN OR HEREAFTER KNOWN, AGAINST Provider AND ALL OTHER RELEASEES ARISING OUT OF OR ATTRIBUTABLE TO THE ACCESS AND/OR USE OF RRAI. YOU COVENANT NOT TO MAKE OR BRING ANY

SUCH CLAIM AGAINST Provider OR ANY OTHER RELEASEE, AND FOREVER RELEASE AND DISCHARGE Provider AND ALL OTHER RELEASEES FROM LIABILITY UNDER SUCH CLAIMS.

16. Indemnification. You agree to indemnify, defend, and hold harmless Provider and all other Releasees from and against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including attorneys’ fees and expenses, arising from or relating to your use or misuse of RRAI or your breach of this EULA, including, without limitation, the content you submit or make available through this RRAI.

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

18. Modifications to this EULA. Provider reserves the right to modify this EULA and to add new or additional terms or conditions on your use of RRAI from time to time in its sole discretion. Such modifications and additional terms and conditions will be effective immediately and incorporated into this EULA. Your continued use of RRAI will be deemed acceptance of any new or additional terms or conditions on your use of RRAI.

19. Copyright Infringement. If you believe in good faith that any of the content on RRAI infringes your copyright, please provide our copyright agent the following written information: (a) an electronic or physical signature of the person authorized to act on behalf of the owner of the copyright interest; (b) a description of the copyrighted work that you claim has been infringed; (c) a description of where the material that you claim is infringing is located on RRAI; (d) your 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 by you, made under penalty of perjury, that the information in the notice is accurate and that you are the copyright owner, or are authorized to act on behalf of the owner, of an exclusive right that is allegedly infringed.

Provider' copyright agent for notice of claims of copyright infringement can be reached as follows:

George Swetlitz
9428 Baymeadows Rd, Ste 502
Jacksonville, FL 32256
gswetlitz@rightresponseai.com

20. Force Majeure. You acknowledge that Provider relies on third-party providers in the delivery of RRAI and the content and services provided in connection therewith, including, without limitation, wireless data network providers, and that Internet service is subject to transmissions limitations and dropped or interrupted transmissions. Internet may be temporarily refused, limited, interrupted, or curtailed because of government regulations or orders, atmospheric and/or topographical conditions, and Internet system modifications, repairs, and upgrades. You agree that Provider shall not be liable for, and to hold Provider harmless for any losses, damages, or interruptions sustained as a result of interruptions caused by Internet providers or any other third-party data network provider.

21. Severability. If any provision of this EULA is illegal or unenforceable under applicable law, the remainder of the provision(s) will be amended to achieve as closely as possible the effect of the original term and all other provisions of this EULA will continue in full force and effect.

22. Governing Law. This EULA is governed by and construed in accordance with the internal laws of the State of Florida without giving effect to any choice or conflict of law provision or rule. Except as otherwise provided herein, the exclusive forum for the resolution of any dispute relating to this EULA shall be in the state courts located in Jacksonville, Florida, and each of the parties agrees to personal jurisdiction of such courts with regard to any dispute relating to the EULA, and you agree to service of process on you by e-mail to the address you have submitted on RRAI, if any, and by any other means permitted by law.

23. Arbitration and Class Action Waiver. PLEASE READ THE FOLLOWING SECTION CAREFULLY BECAUSE IT REQUIRES YOU TO ARBITRATE CERTAIN DISPUTES AND CLAIMS WITH Provider AND LIMITS THE MANNER IN WHICH YOU CAN SEEK RELIEF FROM US. YOU AND PROVIDER AGREE THAT ANY DISPUTE, CLAIM OR CONTROVERSY ARISING OUT OF OR RELATING IN ANY WAY TO THIS EULA OR RRAI SHALL BE FINALLY DECIDED BY BINDING ARBITRATION UNDER THE RULES OF THE AMERICAN ARBITRATION ASSOCIATION GOVERNING CONSUMER DISPUTES. Arbitration

uses a single, neutral arbitrator to decide a dispute (instead of a judge or jury); arbitration allows for more limited discovery than in a court case; and the arbitration process and result is subject to very limited review by courts. In an arbitration you have the right, at your expense, to be represented by an attorney of your choosing. Arbitrators can award the same damages and relief under the EULA that a court can award under the EULA. You and Provider agree that any in-person arbitral hearing would occur in the United States in the same county and state or province as your billing address. Provider further agrees that your filing fee for an arbitration will be capped at the amount set by the American Arbitration Association. You agree that, by agreeing to the EULA, the U.S. Federal Arbitration Act governs the interpretation and enforcement of this provision, and that you and Provider are each waiving the right to a trial by jury or to participate in a class action. This arbitration provision shall survive termination of the EULA and the termination of your use of the services. REGARDLESS OF THE FORUM, YOU AND Provider AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR ITS INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. Further, unless both you and Provider agree otherwise in writing, the arbitrator may not join or consolidate more than one person's claims with your claims, and may not otherwise preside over any form of a representative or class proceeding. If this specific provision is found to be unenforceable, then the entirety of this arbitration provision shall be null and void. The arbitrator may award declaratory or injunctive relief only in favor of the individual party seeking relief and only to the extent necessary to provide relief warranted by that party's individual claim.

24. Limitation of Time to File Claims. ANY CAUSE OF ACTION OR CLAIM YOU MAY HAVE ARISING OUT OF OR RELATING TO THIS EULA OR RRAI MUST BE COMMENCED WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES OTHERWISE SUCH CAUSE OF ACTION OR CLAIM IS PERMANENTLY BARRED.

25. Remedies. Except as provided in this EULA, the parties' rights and remedies under this EULA are cumulative. You acknowledge that RRAI contains valuable trade secrets and proprietary information of Provider, that any actual or threatened breach of this EULA will constitute immediate, irreparable harm to Provider for which monetary damages would be an inadequate remedy, and that injunctive relief is an appropriate remedy for such breach. In any action or

other proceeding brought under this EULA, the prevailing party shall be entitled to recover from the non-prevailing party, and the non-prevailing party shall pay the prevailing party's reasonable attorneys' fees, costs, and expenses, in each of the foregoing cases, that are incurred in connection with such action, arbitration, or proceeding.

26. Entire Agreement. This EULA, our Privacy Policy, and any other agreement(s), documentation, and/or disclaimers made available in connection with your access and/or use of RRAI are hereby incorporated by reference, and constitute the entire agreement between you and Provider with respect to RRAI, and supersede all prior understandings whether written or oral, with respect to RRAI.

27. Waiver. No failure to exercise, and no delay in exercising, on the part of either party, any right or any power hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right or power hereunder preclude further exercise of that or any other right hereunder. In the event of a conflict between this EULA and any applicable purchase or other terms, the terms of this EULA shall govern.

28. Contact. If you have any questions regarding this EULA or RRAI, please contact: compliance@rightresponseai.com