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AI Automation, AI Chat, and AI Voice Bot Service Agreement for Cyber Uplink

Last update: July 5, 2024

TERMS OF SERVICE

These terms govern the relationship between you ("you" or "your") and Cyber Uplink LLC ("we," "us," "our," or "Cyber Uplink"). By (1) checking a box indicating your acceptance, or (2) using the services in whole or in part, you agree to be bound by these terms and conditions. If you disagree, you do not have the right to access or use the services. If the individual accepting this agreement is accepting on behalf of a company or other legal entity, such individual represents that they have the authority to bind such entity to these terms and conditions, in which case the term "you" shall refer to such entity. Your use of or access to the services is also governed by the following terms linked here: [Cyber Uplink Privacy Notice](#).

We may, at our discretion, change these terms, the privacy notice, and data processing agreements from Make.com, Zapier, and/or other 3rd-party services, or any aspect of the services, without notice to you. Any renewal of your subscription after we make such changes constitutes your acceptance of the changes. If you do not agree to any changes, you must cancel your subscription. This agreement is effective as of your initial access to the service ("Effective Date").

Definitions

All definitions not defined in the main body of this Agreement are specified in Annex A.

Agreement

This Agreement governs your access to and use of the services acquired by you at www.cyberuplink.com, which includes the Platforms, GoHighLevel, Make.com, Zapier, any necessary 3rd party software to deliver the requested results, and Cyber Uplink Materials (collectively, the "Services"). This Agreement will commence on the Effective Date and continue until the earlier of: (i) termination for cause in accordance with Section 10, or (ii) non-renewal in accordance with Section 5.

Our Obligations

During the Subscription Term, and subject to the terms and conditions of this Agreement at the time of your purchase, we shall make the Services available to you in accordance with the Documentation.

Rights of Access and Your Obligations

Subject to the terms of this Agreement, and except as otherwise permitted in the Documentation, during the Subscription Term, you may access and use the Services solely for your internal purposes in accordance with the limitations specified on the Platform and not for the benefit of any third parties. Your third-party suppliers or contractors may access and use the Services for the sole purpose of providing their goods and/or services to you. You will be entitled to copy the Documentation and materials accompanying the Service as may reasonably be required for your internal purposes.

The Platform operates with or uses application programming interfaces (APIs) and other services operated or provided by third parties. You may use third-party applications, software, interfaces, products, services, or websites, as well as Third-Party Connectors, that interoperate with the Platform (collectively, "Third Party Services"). You are solely responsible for acquiring all rights required to use the Third Party Services, maintaining access to the Third Party Services, and complying with all applicable terms and privacy policies of the Third Party Services. Cyber Uplink does not warrant or support any Third Party Services, regardless of whether Cyber Uplink recommends or prefers any particular Third Party Services. Because access to the Third Party Services is subject to the control of the respective owners of those services, Cyber Uplink does not guarantee that the Platform will interoperate or be compatible with, or remain interoperable or compatible with, any Third-Party Services. Cyber Uplink is not responsible for any performance issues with Third Party Services, including, but not limited to, unavailability or outages of Third Party Services, or changes and developments in Third Party Services that may interrupt your use of the Platform with those services. As between you and Cyber Uplink, you are solely responsible for any data loss or other losses suffered as a result of using the Third Party Services. If any Third Party Services cease to interoperate with the Platform, or are offered to Cyber Uplink on terms unacceptable to Cyber Uplink, Cyber Uplink may cease support for such Third Party Services within the Platform without entitling you to any refund, credit, or other compensation.

You shall be responsible for your compliance with this Agreement, including complying with all applicable laws in connection with your performance under this Agreement. You shall use commercially reasonable efforts to prevent any unauthorized access to or use of the Services and promptly notify us in the event of any such unauthorized access or use. You shall have sole responsibility for the accuracy, quality, and legality of all Customer Data and Customer Materials. You shall be solely liable for uploading Customer Data and making appropriate backups of such Customer Data. You shall obtain any legally-necessary consents and/or provide required privacy notices to any party whose personal data you input into the Service or otherwise provide us.

In connection with this Agreement, you shall not use the Services for the benefit of anyone other than yourself unless expressly stated otherwise in the Agreement or the Documentation. You shall not send, store, or transfer infringing, obscene, threatening, libelous, or otherwise unlawful or tortious material, including material that violates privacy rights or third-party Proprietary Rights. You shall not upload, input, access, store, distribute, or transmit any Malware. You shall not

modify, copy, translate or create derivative works based on the Services or any part, feature, function, or user interface thereof. Except to the extent permitted by applicable law, you shall not disassemble, reverse engineer, or decompile the Services to build a competitive product or service or one with similar ideas, features, functions, or graphics or to determine whether the Services are within the scope of any patent.

Any use of the Services in breach of this Section 4 may result in termination for breach in accordance with Section 10, or the immediate suspension of the Services if, in our sole and absolute discretion, such use threatens the security, integrity, or availability of the Services. We shall promptly notify you of any such suspension. Where reasonable to do so, we shall (a) provide such notification in advance and (b) work with you in good faith to cure the breach prior to suspending your access.

Fees and Payment

One-time payments are non-refundable from the Effective Date of you submitting payment and development begins. Subscription Fees are non-cancelable and non-refundable once Services are ordered. Subscription Fees and Taxes are due upfront at the time of purchase.

UNLESS YOU NOTIFY US BEFORE A CHARGE THAT YOU WANT TO CANCEL YOUR SUBSCRIPTION OR DO NOT WANT TO AUTO-RENEW, YOU UNDERSTAND YOUR SUBSCRIPTION FOR THE SERVICES WILL AUTOMATICALLY RENEW FOR THE SAME PERIOD OF TIME AS YOUR INITIAL PURCHASE AND YOU AUTHORIZE US (WITHOUT NOTICE TO YOU, UNLESS REQUIRED BY APPLICABLE LAW) TO COLLECT THE APPLICABLE SUBSCRIPTION FEE AND ANY TAXES USING ANY ELIGIBLE PAYMENT METHOD WE HAVE ON RECORD FOR YOU. IF ALL ELIGIBLE PAYMENT METHODS WE HAVE ON FILE FOR YOU ARE DECLINED FOR PAYMENT OF THE RENEWAL SUBSCRIPTION FEES, YOU MUST PROVIDE US A NEW ELIGIBLE PAYMENT METHOD PROMPTLY OR YOU WILL BE DENIED ACCESS TO THE SERVICES. IF YOU PROVIDE US WITH A NEW ELIGIBLE PAYMENT METHOD AND ARE SUCCESSFULLY CHARGED, YOUR SUBSCRIPTION TERM WILL BE BASED ON THE ORIGINAL RENEWAL DATE AND NOT THE DATE OF THE SUCCESSFUL CHARGE.

We, at our sole discretion, may periodically offer you additional or enhanced Services and features at either no extra cost or at an increased cost which is offered to you at an initially discounted rate (the "Promotional Services") for a designated period that shall be communicated to you (the "Promotional Period"). Provision of the Promotional Services and commencement of the Promotional Period shall be subject to your affirmative acceptance. Unless otherwise provided in separate terms accompanying the Promotional Services, at the conclusion of the Promotional Period, your Subscription shall be upgraded to continue to provide you the enhanced Services and features at the standard rate price for such Services. You shall be entitled to revert to the Services provided to you prior to the Promotional Period by affirmatively opting out of the upgrade.

Proprietary Rights

As between you and us, we are and remain exclusive owners of all right, title, and interest (including without limitation the Proprietary Rights) in and to the Services and Cyber Uplink Materials.

As between you and us, you are and remain the exclusive owner of all right, title, and interest (including without limitation the Proprietary Rights) in and to Customer Data and Customer Materials. You grant us, our Affiliates, and our subcontractors a worldwide, limited-term, revocable, non-exclusive license to: (i) use, host, transmit, monitor, manage, replicate, access, collect, store, cache, aggregate and/or anonymize Customer Data, and (ii) transfer Customer Data to our subcontractors, in each case solely as necessary to provide the Services in accordance with the Documentation. No rights are granted to us other than as expressly set forth herein.

To the extent you provide feedback regarding our Services, products, business or development plans, or technology roadmaps, including, without limitation, comments or suggestions regarding the possible creation, modification, correction, improvement, or enhancement of the Services or other products (collectively "Feedback"), you hereby grant us a worldwide, perpetual, irrevocable, royalty-free license to use and incorporate such Feedback for any legitimate business purpose without restriction. We are under no obligation to use the Feedback.

Confidentiality

Each party retains all Proprietary Rights in its Confidential Information. Except as expressly authorized herein, each Party will hold in confidence and not disclose any Confidential Information of the other party except: (i) to its Representatives who have a need to know such information for purposes of performing under this Agreement and who agree in writing to keep the information confidential on terms no less restrictive than those contained in this Agreement; (ii) as permitted in writing by the other party; (iii) to the extent required under applicable law or regulation after giving the disclosing party (if legally allowed) an opportunity to seek legal protection or otherwise prevent or limit disclosure of the Confidential Information; or (iv) to the extent such Confidential Information becomes public through no fault of the receiving party. The parties will ensure that their Representatives comply with this Agreement and will be responsible for any unauthorized use or disclosure of Confidential Information by such Representatives.

Data Protection and Customer Data

You authorize us, acting on your behalf, and based on your configuration of the Platform, to access and transmit Customer Data between the Platform and Third Party Services during the Subscription Term.

Use of the Services by your employees and representatives is subject to the Cyber Uplink Privacy Notice. In the performance of our obligations to you under this Agreement, we shall maintain appropriate administrative, physical, organizational, and technical safeguards for protection of the security, confidentiality, and integrity of Customer Data while such Customer Data is held in our possession, including but not limited to measures designed to protect against the unauthorized

access to or disclosure of Customer Data. If in the course of providing the Services we process any Personal Data contained in the Customer Data, the Data Processing Agreement for Cyber Uplink shall apply to such processing. You shall obtain all necessary authorizations, approvals, and consents to use Customer Data through the Platform. Each party shall, in connection with the exercise of its rights and the performance of its obligations under this Agreement, comply with all applicable Data Protection Laws. To the extent we provide Services to you that include or require our storage of Customer Data, such Customer Data is available to you for export or download at any time during the Subscription Term.

Warranties; Waiver of Support and Liability

If you are a paying subscriber to the Services, we warrant that during the applicable Subscription Term the Services will substantially perform as specified in the Documentation when used in accordance with the terms of this Agreement. Our sole liability (and your exclusive remedy) for any breach of the foregoing warranty shall be to correct the nonconformity or provide you with a functionally equivalent replacement. If we cannot reasonably make such correction or substitution, as determined in our sole discretion acting in good faith, we will refund you any prepaid fees covering the remainder of the Subscription Term for the nonconforming Service and terminate your access to and use of the affected Service for which you have received the refund. EXCEPT AS EXPRESSLY PROVIDED HEREIN, THE SERVICES ARE PROVIDED "AS-IS" WITHOUT WARRANTY OF ANY KIND, EXPRESS, IMPLIED, STATUTORY OR OTHERWISE.

WE SHALL HAVE NO SUPPORT OR INDEMNIFICATION OBLIGATIONS OR LIABILITY OF ANY KIND WITH RESPECT TO THE SERVICES (WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT OR OTHERWISE). WHERE SUCH EXCLUSION OF LIABILITY IS PROHIBITED UNDER APPLICABLE LAW, OUR TOTAL AGGREGATE LIABILITY SHALL NOT EXCEED \$1,000.00, WHICH THE PARTIES AGREE IS A FAIR AND REASONABLE AMOUNT. WE ARE NOT RESPONSIBLE FOR ANY ISSUES RELATED TO THE PERFORMANCE, OPERATION OR SECURITY OF THE SERVICES TO THE EXTENT SUCH ISSUES ARISE FROM YOUR ACTIONS, THIRD PARTY CONNECTORS, OR ANY SERVICES PROVIDED BY THIRD PARTIES.

Termination

We are entitled to integrate technical features into the Services which allow us to verify your compliance with this Agreement. Without prejudice to any other rights or remedies to which we may be entitled, we may terminate your Subscription without liability to you at any time with immediate effect upon written notice if you are in material breach of your obligations under this Agreement and, in the case of a breach which is capable of remedy, you fail to remedy such breach within thirty (30) days of notice of the breach. Upon termination, you shall immediately cease any and all use of the Services and destroy (or at our request return) any of our Confidential Information related hereto.

Early Adopter Features

You may be invited to use certain Early Adopter Features during the Subscription. The provision of such Early Adopter Features shall be governed by a separate agreement between you and us.

Cyber Uplink and User-developed Apps

Any Platform user may develop custom applications intended to be provided by us to other Platform users ("User-developed Apps"). As a condition to us offering any of your User-developed Apps, you agree to comply with the terms specific to contributing User-developed Apps made available to you separately. By contributing User-developed Apps, you grant us a non-exclusive, worldwide, limited-term, revocable, sublicensable license permitting us to sublicense such User-Developed Apps to other Platform users. You further agree that: a) You shall defend and/or settle, at your expense, any third-party claim brought against us or our Representatives arising from or related to the User-developed Apps ("User-developed Apps Claim"). You shall indemnify us and our Representatives against any losses arising from or related to the User-developed Apps Claim or settlement amounts agreed to in writing by you in relation to such User-developed Apps Claim; and b) We shall have no obligation to maintain the User-developed Apps. To the extent you fail to adequately maintain the User-developed Apps following reasonable notice of such failure from us, we have the right at our discretion to (i) deactivate the affected User-developed Apps or (ii) assume ownership of the affected User-developed Apps and either maintain the User-developed Apps directly or transfer ownership to a third party that will maintain the affected User-developed Apps.

Any Platform subscriber is granted a non-exclusive, worldwide, limited-term, revocable, non-transferable license to use User-developed Apps for as long as such subscriber is a Platform subscriber.

TO THE EXTENT YOU USE ANY USER-DEVELOPED APPS DEVELOPED BY OTHER PLATFORM USERS, OR ANY CYBER UPLINK MATERIALS YOU ACKNOWLEDGE AND AGREE THAT: a) ALL USER-DEVELOPED APPS AND CYBER UPLINK MATERIALS ARE PROVIDED "AS IS" AND WITHOUT WARRANTY OF ANY KIND, REGARDLESS WHETHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND ANY TERMS IMPLIED BY STATUTE OR COMMON LAW REGARDING QUALITY, FITNESS, MAINTENANCE, OR USE, ARE HEREBY DISCLAIMED AND EXCLUDED TO THE EXTENT NOT EXPRESSLY PROHIBITED BY APPLICABLE LAW. b) FOR THE AVOIDANCE OF DOUBT, THE USER-DEVELOPED APPS AND CYBER UPLINK MATERIALS ARE NOT SUBJECT TO ANY SERVICE LEVEL AGREEMENT OR AVAILABILITY COMMITMENTS TO WHICH THE SERVICES OR PLATFORM MAY BE SUBJECT . c) IN NO EVENT SHALL WE OR ANY OF OUR AFFILIATES OR SUBSIDIARIES BE LIABLE TO YOU OR ANY OTHER PARTY FOR DAMAGES OF ANY KIND ARISING FROM USE OF USER-DEVELOPED APPS OR CYBER UPLINK MATERIALS, WHETHER RESULTING FROM A TORT (INCLUDING NEGLIGENCE), BREACH OF CONTRACT, WARRANTY OR OTHER FORM OF ACTION, INCLUDING BUT NOT LIMITED TO

DIRECT, INDIRECT, SPECIAL, INCIDENTAL AND CONSEQUENTIAL DAMAGES, OF ANY KIND ARISING IN ANY WAY OUT OF THIS AGREEMENT, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.

We, at our discretion, may grant you the right to use and modify Cyber Uplink application code under a separate license agreement. Notwithstanding any other termination or revocation rights in the separate license agreement, such right to use and modify any Cyber Uplink application code granted under this provision will cease if you cease to be a subscriber to the Platform.

Export

The Services (and derivatives thereof) may be subject to export laws and regulations of the United States and other jurisdictions ("Export Laws"). You will not and will not allow any third party to: (i) export, re-export or transfer any part of the Services to countries, persons or entities prohibited by Export Laws or (ii) permit access to or use the Services in or from a U.S.-embargoed country or region. We may block, restrict, limit or suspend access to the Services by anyone that is subject to any applicable sanctions or embargoes.

Governing Law

Excluding conflict of laws rules, this Agreement shall be governed by the laws of the state of Arkansas, and the parties submit to exclusive jurisdiction of the courts located in Fort Smith, Arkansas. The United Nations Convention on Contracts for the International Sale of Goods and the Uniform Computer Information Transactions Act, as currently enacted by any jurisdiction or as may be codified or amended from time to time by any jurisdiction, do not apply to this Agreement. In the event of a conflict between any mandatory statutory law in the country where you are domiciled and the provisions of this Agreement, the statutory law shall prevail, but only to the extent: (i) such statute is directly applicable to you and to the Services, and (ii) the parties are legally unable to contractually deviate from such statute(s) in this Agreement.

General Terms: Subcontractors. We may subcontract all or part of the Services to qualified third parties specified, to our Affiliates and as otherwise agreed by you in writing. We remain liable for any subcontractors used in the performance of our obligations under the Agreement. Assignment. You may not assign or otherwise transfer this Agreement (in whole or in part) without our prior written consent. Any attempt by you to otherwise transfer or assign this Agreement will be null and void. Independent Contractors. The parties are independent contractors. The Agreement does not create a partnership, franchise, joint venture, agency, fiduciary, employment or any such similar relationship between you and us. Reference Customer. You agree that we may disclose you as a customer of ours and use your name and logo on our website and in our promotional materials. Third Party Beneficiaries. Nothing in this Agreement is intended to, nor shall create, any right enforceable by any third party not a party to this Agreement. The consent of a third party shall not be required for the amendment, variation, or termination of this Agreement. Entire Agreement and Amendments. This Agreement, as may be updated from time-to-time and posted at www.cyberuplink.com, constitutes the entire agreement between the parties regarding your use of

and access to the Services and supersedes all prior and contemporaneous agreements, proposals, and representations, whether written or oral, concerning the subject matter hereof. Severability. If any court of competent jurisdiction finds any provision of this Agreement to be invalid, unenforceable, or illegal, such provision shall be severed from this Agreement, but the other provisions of this Agreement shall remain in full force and effect. Waiver. No failure or delay by either party in exercising any right under this Agreement will constitute a waiver of that right. Notices. All notices hereunder shall be in writing and shall be deemed given when delivered by hand or when sent by confirmed email to the other party's primary email address. Force Majeure. Neither party shall be liable to the other party for any delay or failure to perform any obligation under this Agreement (except for a failure to pay fees) if the delay or failure is due to events which are beyond the reasonable control of such party. Survival. Any provision of this Agreement that, by its terms, should survive termination or expiration of this Agreement shall survive such termination or expiration.

Annex A: Definitions

"Affiliate" means any entity that directly or indirectly controls, is controlled by, or is under common control with a party.

"Agreement" means the terms and conditions between you and us governing your use of and access to the Services, including all attached schedules, annexes, and exhibits.

"Confidential Information" means all non-public information disclosed by a party ("Disclosing Party") to the other party ("Receiving Party"), whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure. Confidential Information does not include any information that: (i) is or becomes generally known to the public without breach of any obligation owed to the Disclosing Party, (ii) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party, (iii) is received from a third party without breach of any obligation owed to the Disclosing Party, or (iv) was independently developed by the Receiving Party without use of or reference to the Disclosing Party's Confidential Information.

"Customer Data" means any data, information or material provided or submitted by you, your employees, contractors, or agents to the Services in the course of your use of the Services, including but not limited to personally identifiable information and any data derived from such data, information or material.

"Customer Materials" means any materials provided or submitted by you, your employees, contractors, or agents to the Services in the course of your use of the Services, including but not limited to any Customer Data.

"Cyber Uplink Materials" means the Platform, documentation, and any other materials provided to you as part of the Services.

"Documentation" means any user manuals, technical manuals, and any other materials provided by us in printed, electronic, or other form describing the functionality, features, or operation of the Services.

"Effective Date" has the meaning set forth in the Agreement.

"Export Laws" means all export and re-export control laws and regulations applicable to the commodities, software, and technology comprising or provided with the Services, including without limitation the Export Administration Regulations maintained by the United States Department of Commerce, trade and economic sanctions maintained by the Treasury Department's Office of Foreign Assets Control, and the International Traffic in Arms Regulations maintained by the Department of State. "Feedback" has the meaning set forth in the Agreement.

"Malware" means any software or technology used for unauthorized access, unauthorized use, unauthorized alteration, or disruption of the Services or any data or systems.

"Party" means either you or us, and "Parties" means you and us collectively.

"Proprietary Rights" means all intellectual property rights, including all copyrights, patents, trademarks, trade secrets, moral rights, and any other proprietary rights.

"Representatives" means a party's employees, contractors, and agents.

"Services" means the services provided by us to you under this Agreement, including but not limited to access to and use of the Platform, as further described in the Documentation.

"Subscription Term" means the initial subscription term specified in your order form, and any subsequent renewal term(s) (each, a "Renewal Term").

"Subscription Fees" means the fees payable by you to us for your subscription to the Services, as set forth in your order form or as otherwise agreed between the Parties.

"Tax" or "Taxes" means any sales tax, use tax, value-added tax (VAT), goods and services tax (GST), consumption tax, or other similar taxes, including any penalties or interest, imposed by any government or other taxing authority, excluding any taxes based on our net income. "Third Party Services" has the meaning set forth in the Agreement.

"Third-Party Connectors" means the APIs and other services operated or provided by third parties that interoperate with the Platform.

"User-developed Apps" means any custom applications intended to be provided by us to other Platform users.

LinkedIn AI Prospecting Platform Service Agreement

Last Updated: July 5, 2024

Terms of Service

IMPORTANT: Carefully read these Terms of Service (this Agreement”) before using the Service (as defined below). This Agreement creates a binding legal agreement between you (“Customer”) and Cyber Uplink LLC (“Cyber Uplink”).

BY USING THE SERVICE, YOU IRREVOCABLY ACCEPT THE TERMS AND CONDITIONS OF THIS AGREEMENT. IF YOU DO NOT ACCEPT THIS AGREEMENT, YOU MUST NOT USE THE SERVICE. You also agree to ensure that anyone who uses the Service using your password or login information abides by this Agreement.

IF YOU ARE ENTERING THIS AGREEMENT ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY, YOU REPRESENT THAT YOU HAVE THE AUTHORITY TO BIND SUCH ENTITY TO THIS AGREEMENT, IN WHICH CASE, THE TERM “CUSTOMER” WILL REFER TO SUCH ENTITY. IF YOU DO NOT HAVE SUCH AUTHORITY, OR IF YOU DO NOT AGREE WITH THIS AGREEMENT, YOU MUST NOT ACCEPT THIS AGREEMENT AND MAY NOT USE THE SERVICE.

By accepting this Agreement, you agree to be bound by the terms and conditions of this Agreement, as well as Cyber Uplink’s [Privacy Statement](#) (or request a copy by sending an email to customersupport@cyberuplink.com), as it may be amended from time to time in the future. We may amend any part of this Agreement by adding, deleting, or varying its terms from time-to-time in our discretion. We will provide you with notice of the proposed amendment by posting an amended version of this Agreement with a new “Last Updated” date. We will include a link to the previous version of the terms beneath the new “Last Updated” date.

The amendments will take effect 30 days after the date on which the amended version is posted. Prior to that date, the previous version of this Agreement will continue to apply.

If you disagree with any amendments, you may terminate this Agreement by ceasing to use the Site and Services at any time within the 30-day period before the amendments take effect. If the amendment increases your obligations under this Agreement or decreases our obligations under this Agreement, then you can also terminate in the 30 days after the amendments take effect. In either case, there is no cost or penalty for terminating. If you do not cease using the Site and Services during that time, then by your continued use, you are considered to have accepted the proposed amendments.

In order to enter into this Agreement, you must have reached the legal age of majority in your jurisdiction of residence and be fully able and competent to enter into the terms, conditions, obligations, affirmations, representation and warranties set forth in this Agreement, and to abide by and comply with this Agreement. It is your responsibility to ensure that you are legally eligible to enter into this Agreement under any laws applicable to you. If you accept this Agreement, you represent that you have the capacity to be bound by it.

Definitions. As used in this Agreement:

1.1 “Confidential Information” means all information regarding a party’s business, including, without limitation, technical, marketing, financial, employee, planning and other confidential or proprietary information, disclosed under this Agreement, that is clearly identified as confidential or proprietary at the time of disclosure or that the receiving party knew or should have known, under the circumstances, was considered confidential or proprietary. Cyber Uplink’s Confidential Information includes information derived from or concerning the Service, the System or the Documentation and the terms of this Agreement. Customer’s Confidential Information includes the Customer Data.

1.2 “Customer Data” means any data, information or information contained in any database, template or other similar document (a) submitted by Customer or a User through the Service, (b) provided by Customer or a User to Cyber Uplink as part of the Service, or (c) supplied to Cyber Uplink by or on behalf of Customer.

1.3 “Documentation” means the designated final user manuals, handbooks, online materials, specifications or forms made available by Cyber Uplink that describe the features, functionality or operation of the Service and the System.

1.4 “Fees” is defined in Section 4.

1.5 “Force Majeure Event” is defined in Section 11.3.

1.6 “Order Form” means, collectively, the online or written order documents representing Customer’s initial subscription to the Service, and any subsequent modifications to the subscription agreed to between the parties from time to time, that, upon execution, are incorporated in and made a part of this Agreement from time to time.

1.7 “Personal Information” means information about or relating to an identified or identifiable individual that is subject to any Privacy Laws.

1.8 “Privacy Laws” means all applicable federal and provincial legislation and regulations governing the collection, use, and disclosure of Personal Information in the jurisdictions where Customer has subscribed to use the Service, which may include the Personal Information and Protection of Electronic Documents Act (Canada) and equivalent provincial, state, federal and international legislation.

1.9 “Service” means the online software as a service offerings delivered by Cyber Uplink to Customer using the System, as made available by Cyber Uplink from time to time as specified in the Order Form.

1.10 “System” means the technology, including hardware, software, and systems, used by Cyber Uplink to deliver the Service to Customer in accordance with this Agreement.

1.11 “UserID” is defined in Section 3.1.

1.12 “Users” means Customer’s employees, representatives, consultants, contractors or agents who are authorized to use the Service on behalf of Customer and have been supplied user identifications and passwords for this purpose.

The Service.

2.1 Subscription to the Service. Conditional on Customer: (a) complying with the provisions of this Agreement, including but not limited to paying the Fees as required by this Agreement; (b) cooperating with the reasonable requests of Cyber Uplink; and (c) providing Cyber Uplink with access to Customer’s internal systems and any required third party systems (and making all required third party disclosures and obtaining all required third party consents in respect of such access) from which Customer wishes the System to access Customer Data, Cyber Uplink hereby grants to Customer a non-sublicensable, non-transferable, non-exclusive subscription to access and use the Service in accordance with this Agreement solely for Customer’s internal business purposes and not for resale. Customer may order the Service under this Agreement by placing written, signed orders on an Order Form. Only the execution of an Order Form by Customer and by Cyber Uplink constitutes a binding contract between those parties. Customer agrees that its purchase of the subscription is neither contingent upon the delivery of any future functionality or features nor dependent upon any oral or written public comments made by Cyber Uplink with respect to future functionality or features.

2.2 Minimum Uptime. Cyber Uplink will use commercially reasonable efforts to achieve Service uptime equal to or better than 99.9% on an annual basis (the “Target”), provided however that any failure to achieve the Target will not constitute a breach of this Agreement.

2.3 Support. Subject to the terms of this Agreement, including, without limitation, the payment of the Fees set forth in Section 4, Cyber Uplink will use commercially reasonable efforts to correct any reproducible failure of the Service to substantially conform to its expected operation, provided that Cyber Uplink will not have an obligation to provide a correction for all such nonconformities.

2.4 System Updates and Scheduled Downtime. Cyber Uplink may update any aspect of the Service or System at any time in its sole discretion. Cyber Uplink may schedule downtime for maintenance and upgrades to the System without prior notice but will use commercially reasonable efforts to provide advance notice where practicable.

2.5 Privacy Statement. To the extent any Customer Data contains Personal Information, it will be used, collected, stored, and disclosed for the purposes contemplated under this Agreement and in accordance with the Privacy Statement.

2.6 Internet Security Disclaimer. Customer acknowledges and agrees that Cyber Uplink exercises no control over, and accepts no responsibility for, any content passing through the Internet or for Internet connectivity outside of Cyber Uplink's control. Customer acknowledges that the Internet is inherently risky despite reasonable measures being taken, and Customer assumes responsibility for its use of the Service over the Internet.

2.7 Limitation, Suspension or Termination of Access. In addition to the other rights and remedies of Cyber Uplink under this Agreement, Cyber Uplink may suspend, terminate or limit, in Cyber Uplink's reasonable discretion, Customer's access to or use of the Service, or any part of it, without notice in order to: (a) prevent damage to, or degradation of the integrity of the System or any of Customer's systems; (b) comply with any law, regulation, court order or other governmental request or order; or (c) otherwise protect Cyber Uplink from harm to its reputation or business. Cyber Uplink will use commercially reasonable efforts to notify Customer of a limitation, suspension or termination action as soon as reasonably practicable. In the event of a limitation or suspension, Cyber Uplink will restore Customer's access to the Service when Cyber Uplink determines the event has been resolved. Nothing in this Agreement will limit Cyber Uplink's right to take any action or invoke remedies, or will act as a waiver of Cyber Uplink's rights in any way with respect to any of the foregoing activities. Cyber Uplink will not be responsible for any loss or damages of any kind incurred by Customer as a result of any limitation, termination or suspension of the Service under this Section 2.7.

2.8 Subcontractors. Customer acknowledges and agrees that Cyber Uplink may retain the services of independent contractors ("Subcontractors") from time to time to provide, or to assist Cyber Uplink in providing, the Service. Any Subcontractors used by Cyber Uplink to provide the Service shall remain under the direction and control of Cyber Uplink, and Cyber Uplink shall be fully and personally liable for all acts or omissions of the Subcontractors.

Customer's Use of the Service.

3.1 Access and Security Guidelines. Subject to any limitations associated with Customer's subscription account, Customer may set up User accounts by supplying a unique user identification name and password ("UserID") to Cyber Uplink for each User along with the User's designated social media login credentials. A User may only access and use the Service with his or her specific UserID. Customer is responsible to ensure UserIDs are not shared, and that Users retain the confidentiality of their UserIDs. Customer is responsible for any and all activity occurring under the UserIDs associated with Users. Customer will promptly notify Cyber Uplink of any actual or suspected unauthorized use of the Service. Cyber Uplink may require that a UserID be replaced at any time.

3.2 Customer Responsibilities and Restrictions. Customer will, at all times, comply with all applicable local, state, provincial, federal, and foreign laws in using the Service. Without limiting the generality of Section 3.1, Customer agrees that Customer will not, and will not permit any person, including without limitation the Users, to: (a) use the Service other than as permitted by this Agreement; (b) use the Service to violate, infringe or appropriate any person's privacy rights, publicity rights, defamation rights, intellectual property rights, proprietary rights, contractual rights or any other legal right; (c) sublicense or transfer any of Customer's rights under this Agreement, except as otherwise provided in this Agreement, or otherwise use the Service for the benefit of a third party or to operate a service bureau; (d) copy, modify, alter, change, translate, decrypt, obtain or extract the source code of, create derivative works from, reverse engineer, reverse assemble, decompile, disassemble or reverse compile any part of the Service; (e) use or launch any automated system, including without limitation any "robot" or "spider" that accesses the Service; or (f) interfere with, or attempt to interfere with, the Service, the System or any other networks or services connected to the Service, whether through the use of viruses, bots, worms or any other computer code, file or program that interrupts, destroys or limits the functionality of any computer software or hardware.

3.3 Customer Data. Customer is solely responsible for the Customer Data and will not provide or transmit any Customer Data or any other information, data or material that: (a) infringes or violates any intellectual property rights, publicity/privacy rights, law or regulation; or (b) contains any viruses or programming routines intended to damage, surreptitiously intercept or expropriate any system, data or personal information. Cyber Uplink may take remedial action if Customer Data violates this Section 3.3, however, Cyber Uplink is under no obligation to review Customer Data for accuracy or potential liability.

Fees, Payment and Suspension. As consideration for the subscription to the Service, Customer will pay Cyber Uplink the fees ("Fees") set forth in and in accordance with the Order Form. All Fees will be billed in advance on a monthly basis and are due on the first day of each monthly subscription period, unless otherwise agreed to in the Order Form. Overdue amounts will accrue interest at the rate of 12% per annum, or the highest legal interest rate, if less. Customer shall reimburse Cyber Uplink for all expenses (including reasonable attorneys' fees) incurred by Cyber Uplink to collect any amount that is not paid when due. All Fees owed by Customer in connection with this Agreement are exclusive of, and Customer shall pay, all sales, use, excise and other taxes that may be levied upon Customer in connection with this Agreement, except for employment taxes and taxes based on Cyber Uplink's net income. Cyber Uplink reserves the right (in addition to any other rights or remedies Cyber Uplink may have) to discontinue the Service and suspend all UserIDs and Customer's access to the Service if any Fees set forth in the Order Form are more than 30 days overdue until such amounts are paid in full. Customer shall maintain complete, accurate and up-to-date Customer billing and contact information at all times.

Confidential Information.

5.1 Obligation. Each party agrees (a) to hold the other party's Confidential Information in strict confidence, (b) to limit access to the other party's Confidential Information to those of its employees or agents having a need to know and who are bound by confidentiality obligations at least as restrictive as those contained herein, and (c) not to use such Confidential Information for any purpose except as expressly permitted hereunder. Notwithstanding the foregoing, the receiving party will not be in violation of this Section 5.1 with regard to a disclosure that was in response to a valid order or requirement by a court or other governmental body, provided that the receiving party gives the other party prior written notice of such disclosure in order to permit the other party to seek confidential treatment of such information.

5.2 Exceptions. The restrictions on use and disclosure of Confidential Information set forth above will not apply to any Confidential Information, or portion thereof, which (a) is or becomes a part of the public domain through no act or omission of the receiving party, (b) was in the receiving party's lawful possession prior to the disclosure, as shown by the receiving party's competent written records, (c) is independently developed by the receiving party without reference to the disclosing party's Confidential Information, as shown by the receiving party's competent written records, or (d) is lawfully disclosed to the receiving party by a third party without restriction on disclosure.

Ownership.

6.1 System and Technology. Customer acknowledges that Cyber Uplink and its licensors retain all right, title, and interest in and to the Service, the System and all software, materials, formats, interfaces, information, data, content, and Cyber Uplink proprietary information and technology used by Cyber Uplink or provided to Customer in connection with the Service (collectively, the "Cyber Uplink Technology"), and that the Cyber Uplink Technology is protected by intellectual property rights owned by or licensed to Cyber Uplink, including any licensed open source software (send any requests via email to customersupport@cyberuplink.com for applicable notices). Other than as expressly set forth in this Agreement, no license or other rights in the Cyber Uplink Technology are granted to the Customer, and all such rights are hereby expressly reserved by Cyber Uplink. Cyber Uplink will have a royalty-free, worldwide, transferable, sublicensable, irrevocable, perpetual license to use or incorporate into the Service any suggestions, enhancement requests, recommendations or other feedback provided by Customer, including Users, relating to the Service.

6.2 Customer Data. Customer retains all right, title, and interest in and to the Customer Data. Except as set out in Section 6.3, Cyber Uplink will only use Customer Data to provide the Service under this Agreement. Customer will be solely responsible for providing all Customer Data required for the proper operation of the Service. Customer grants to Cyber Uplink all necessary licenses in and to such Customer Data solely as necessary for Cyber Uplink to provide the Service to Customer and the Users.

6.3 Aggregated Data. Customer grants to Cyber Uplink a perpetual, worldwide, royalty-free, non-exclusive, irrevocable license to use reproduce, process, and display the Customer Data in an

aggregated and anonymized format for Cyber Uplink's internal business purposes, including without limitation to develop and improve the Service, the System, and Cyber Uplink's other products and services.

Term and Termination.

7.1 Term. Unless otherwise agreed to in the Order Form, the term of this Agreement will commence on the Effective Date and continue for the period specified in the Order Form (the "Initial Term"). Clients are obligated to fulfill their entire term, regardless of the payment schedule. Thereafter, this Agreement will be automatically renewed for an additional term matching the duration of the previous term (each a "Renewal Term," and together with the Initial Term, the "Term"), unless either party provides written notice to the other party no less than 15 days prior to the expiration of the then-current Initial Term or Renewal Term indicating that it does not wish to renew this Agreement. Written notice can be provided by Cyber Uplink to the customer via email, or by the customer to Cyber Uplink by requesting to cancel via email to customersupport@cyberuplink.com, or by filling out the cancellation form within 15 days prior to the end of the current term.

7.2 Termination for Default. Either party may terminate this Agreement immediately upon written notice if: (a) the other party materially breaches this Agreement and does not cure such breach (if curable) within 60 days after written notice of such breach; or (b) the other party becomes insolvent or files or has filed against it a petition in bankruptcy.

7.3 Effect of Termination. Upon the termination of this Agreement for any reason: (a) any amounts owed to Cyber Uplink under this Agreement before such termination will become immediately due and payable; (b) each party will return to the other party all property (including any Confidential Information) of the other party in its possession or control; and (c) Customer's and each User's access to and use of the System and the Service will be immediately suspended. Cyber Uplink agrees that, upon written request from Customer received by Cyber Uplink within 60 days following any termination of this Agreement, Cyber Uplink will provide Customer with one electronic copy of the Customer Data in a usable format. Thereafter, Cyber Uplink may remove all Customer Data from the System. The rights and duties of the parties under Sections 3.3, 4 through 6, 7.3, and 8 through 11 will survive the termination or expiration of this Agreement.

Warranty; disclaimer.

8.1 Warranty. Cyber Uplink represents and warrants to Customer that (a) the Services will perform materially as described in the technical specifications set forth in the Documentation. In the event of any failure of the Services to conform to the above applicable warranties, Cyber Uplink will, as Customer's sole and exclusive remedy, re-perform the Services.

8.2 Disclaimer. EXCEPT AS EXPRESSLY SET OUT IN SECTION 8.1: (A) THE SERVICE AND ANY OTHER PRODUCTS AND SERVICES (INCLUDING ANY THIRD PARTY SOFTWARE

INCORPORATED THEREIN) PROVIDED BY CYBER UPLINK TO CUSTOMER ARE PROVIDED "AS IS", "AS AVAILABLE", WITH ALL FAULTS AND WITHOUT ANY WARRANTIES, REPRESENTATIONS OR CONDITIONS OF ANY KIND; (B) CYBER UPLINK HEREBY DISCLAIMS ALL EXPRESS, IMPLIED, COLLATERAL OR STATUTORY WARRANTIES, REPRESENTATIONS OR CONDITIONS, WHETHER WRITTEN OR ORAL, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, NON-INFRINGEMENT, SECURITY, RELIABILITY, COMPLETENESS, QUIET ENJOYMENT, ACCURACY, QUALITY, INTEGRATION OR FITNESS FOR A PARTICULAR PURPOSE; (C) CYBER UPLINK DOES NOT WARRANT THAT THE SERVICE WILL OPERATE WITHOUT INTERRUPTION OR BE ERROR FREE; AND (D) WITHOUT LIMITING THE GENERALITY OF ANY OF THE FOREGOING, CYBER UPLINK EXPRESSLY DISCLAIMS ANY REPRESENTATION OR WARRANTY THAT ANY DATA OR INFORMATION PROVIDED TO CUSTOMER IN CONNECTION WITH CUSTOMER'S USE OF THE SERVICE (INCLUDING ALERTS AND RECOMMENDATIONS) IS ACCURATE, OR CAN OR SHOULD BE RELIED UPON BY CUSTOMER FOR ANY PURPOSE WHATSOEVER.

CYBER UPLINK IS NOT RESPONSIBLE FOR THE ACTS OR OMISSIONS OF, OR FOR THE FAILINGS OF, ANY THIRD PARTY OF ANY SERVICE, NETWORK, SOFTWARE OR HARDWARE, INCLUDING BUT NOT LIMITED TO INTERNET SERVICE PROVIDERS, HOSTING SERVICES UTILIZED BY CYBER UPLINK, TELECOMMUNICATIONS PROVIDERS, OR ANY SOFTWARE OR HARDWARE NOT PROVIDED BY CYBER UPLINK.

THE SERVICES ARE OFFERED AND CONTROLLED BY CYBER UPLINK FROM ITS FACILITIES IN THE UNITED STATES OF AMERICA. CYBER UPLINK MAKES NO REPRESENTATIONS THAT THE SERVICES ARE APPROPRIATE OR AVAILABLE FOR USE IN OTHER LOCATIONS. THOSE WHO ACCESS OR USE THE SERVICE FROM OTHER JURISDICTIONS DO SO AT THEIR OWN VOLITION ARE RESPONSIBLE FOR COMPLIANCE WITH LOCAL LAW.

Indemnity. If any action is instituted by a third party against Cyber Uplink arising out of or relating to: (a) Customer's use of the Service or System (including claims by any customer or business partner of Customer); (b) Customer's breach of any of Customer's obligations, representations or warranties under this Agreement; or (c) an allegation that the Customer Data, or the use of Customer Data by Cyber Uplink pursuant to this Agreement, infringes any third party intellectual property rights or other rights of a third party, or otherwise causes harm to a third party, Customer will defend such action at its own expense on behalf of Cyber Uplink and shall pay all damages attributable to such claim which are finally awarded against Cyber Uplink or paid in settlement of such claim.

Limitation of Liability. The following provisions have been negotiated by each party, are a fair allocation of risk, are an essential basis of the bargain under this Agreement and shall survive and continue in full force and effect despite any failure of consideration or of an exclusive remedy:

10.1 Amount. CYBER UPLINK'S TOTAL AGGREGATE LIABILITY FROM ANY AND ALL CLAIMS IN CONNECTION WITH OR UNDER THIS AGREEMENT IS LIMITED TO THE TOTAL AMOUNT OF FEES PAID BY CUSTOMER TO CYBER UPLINK UNDER THIS AGREEMENT IN THE 12 MONTHS IMMEDIATELY PRECEDING THE DATE THE CAUSE OF ACTION FIRST AROSE. FOR GREATER CERTAINTY, THE EXISTENCE OF ONE OR MORE CLAIMS UNDER THIS AGREEMENT WILL NOT INCREASE THIS MAXIMUM LIABILITY AMOUNT. IN NO EVENT SHALL CYBER UPLINK'S SUPPLIERS HAVE ANY LIABILITY ARISING OUT OF OR IN ANY WAY CONNECTED TO THIS AGREEMENT.

10.2 Type. IN NO EVENT SHALL CYBER UPLINK BE LIABLE TO CUSTOMER FOR ANY (A) SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES, (B) LOST SAVINGS, PROFIT, DATA, USE OR GOODWILL, (C) BUSINESS INTERRUPTION, EVEN IF NOTIFIED IN ADVANCE OF SUCH POSSIBILITY, OR (D) PERSONAL OR PROPERTY DAMAGE ARISING OUT OF OR IN ANY WAY CONNECTED TO THIS AGREEMENT, REGARDLESS OF CAUSE OF ACTION OR THE THEORY OF LIABILITY, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE, GROSS NEGLIGENCE, FUNDAMENTAL BREACH, BREACH OF A FUNDAMENTAL TERM) OR OTHERWISE. IN NO EVENT SHALL CYBER UPLINK BE LIABLE FOR PROCUREMENT OR COSTS OF SUBSTITUTE PRODUCTS OR SERVICES.

10.3 No Jury Trial. CUSTOMER IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT CUSTOMER MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LEGAL ACTION ARISING OUT OF OR RELATING TO THIS AGREEMENT. No Participating in Class Action. CUSTOMER AGREES THAT, WITH RESPECT TO ANY DISPUTE ARISING OUT OF OR RELATING TO THIS AGREEMENT, CUSTOMER HEREBY GIVES UP ITS RIGHT TO PARTICIPATE AS A MEMBER OF A CLASS OF CLAIMANTS IN ANY LAWSUIT INCLUDING BUT NOT LIMITED TO CLASS ACTION LAWSUITS INVOLVING ANY SUCH DISPUTE.

10.4 Limitation of Time. Customer agrees that it will not bring a claim under or related to this Agreement more than 12 months from when such claim first arose.

General Provisions

11.1 Publicity. Cyber Uplink may make public announcements, including but not limited to, press releases and media announcements, of the existence of this Agreement and the relationship between the parties. Customer agrees to allow Cyber Uplink to use Customer's name in customer lists and other promotional materials describing Customer as a customer of Cyber Uplink and user of the Service.

11.2 Assignment. Customer may not assign this Agreement to a third party without Cyber Uplink's prior written consent, not to be unreasonably withheld, except to a third party that controls, is controlled by or is under common control with Customer. Cyber Uplink may assign this Agreement or any rights hereunder to any third party without Customer's consent. Any assignment in violation of this Section 11.2 shall be void. Any assignment is conditional upon the assignee

agreeing in writing to be bound to the terms of this Agreement which shall be binding upon and inure to the benefit of the parties' successors and permitted assignees.

11.3 Force Majeure. If the performance of any obligation under this Agreement, except non-payment of amounts due hereunder, is interfered with by reason of any circumstances beyond a party's reasonable control, including but not limited to acts of God, labor strikes and other labor disturbances, epidemics and pandemics, power surges or failures, Internet connectivity or the act or omission of any third party (each a "Force Majeure Event"), such party will be excused from such performance to the extent necessary. Each party will use reasonable efforts to implement industry standard procedures to minimize disruption of such Force Majeure Events and will use reasonable efforts to remove such causes of non-performance.

11.4 Arbitration. Any dispute or claim arising out of or relating to this Agreement will be referred to and finally resolved by arbitration administered by the American Arbitration Association (<https://www.adr.org/>) pursuant to its applicable Rules. The place of arbitration shall be Fort Smith, Arkansas, United States of America and the language of the arbitration shall be English. The number of arbitrators shall be one. Notwithstanding the foregoing, Cyber Uplink may seek and obtain injunctive relief in any jurisdiction in any court of competent jurisdiction and you agree that this Agreement is specifically enforceable by Cyber Uplink through injunctive relief and other equitable remedies without proof of monetary damages.

11.5 Choice of Law. This Agreement and any action related thereto shall be governed by and construed in accordance with the laws of the State of Arkansas and the federal laws of the United States of America applicable therein, without regard to conflicts of law principles. The U.N. Convention on Contracts for the International Sale of Goods will not apply to this Agreement.

11.6 Notices. Any notice or other communication required or permitted under this Agreement and intended to have legal effect must be given in writing: (i) to Cyber Uplink, by email at customersupport@cyberuplink.com; or (ii) to Customer, by email at the addresses set forth in the Order Form. Notwithstanding the foregoing, each party may change its address from time to time upon written notice to the other party of the new address. Notices will be deemed to have been given upon receipt, or when delivery is refused.

11.7 Entire Agreement. This Agreement, including the Order Form, is the entire understanding and agreement of the parties and supersedes any and all previous and contemporaneous understandings, agreements, proposals, or representations, written or oral, between the parties, as to the subject matter hereof. This Agreement may only be modified in writing signed by both parties.

11.8 Severability and Waiver. In the event that any provision of this Agreement is held to be invalid or unenforceable, the valid or enforceable portion thereof and the remaining provisions of this Agreement will remain in full force and effect. Any waiver or failure to enforce any provision of this Agreement on one occasion will not be deemed a waiver of any other provision or of such

provision on any other occasion. All waivers must be in writing. Other than as expressly stated herein, the remedies provided herein are in addition to, and not exclusive of, any other remedies of a party at law or in equity.

11.9 Relationship of the Parties. The parties to this Agreement are independent contractors, and no agency, partnership, franchise, joint venture or employee-employer relationship is intended or created by this Agreement.