



LinenMaster, LinenHelper, and CurtainMaster Service Terms

These Service Terms (this “**AGREEMENT**”) set forth the legally binding terms, conditions and other agreements that govern use of the SaaS Service (as defined below) and is a binding agreement between LinenMaster, LLC (“**LinenMaster**”) and the legal entity on behalf of which you are entering into this Agreement (“**Subscriber**”).

BY CLICKING TO AGREE TO THIS AGREEMENT WHEN THIS OPTION IS MADE AVAILABLE, THE ORGANIZATION AND THE ENTITY ON WHOSE BEHALF YOU ARE ACCEPTING THIS AGREEMENT REPRESENT BECOMES A “SUBSCRIBER” AND ACCEPTS AND AGREES TO BE BOUND BY THIS AGREEMENT IN ITS ENTIRETY (ON BEHALF OF SUBSCRIBER AND ANY OTHER AUTHORIZED USER OF SUBSCRIBER), AND THIS AGREEMENT HAS THE SAME FORCE AND EFFECT AS IF IT WERE EXECUTED IN A WRITTEN DOCUMENT BY THE ORGANIZATION AND LINENMASTER. YOU AND SUBSCRIBER EACH REPRESENT AND WARRANT THAT YOU AND IT HAVE THE RIGHT, AUTHORITY, AND CAPACITY TO ENTER INTO THIS AGREEMENT (ON BEHALF OF SUBSCRIBER AND EACH OTHER AUTHORIZED USER).

BY CLICKING THE “AGREE” BUTTON OR ACCESSING OR USING THIS SITE AND THE SAAS SERVICE, YOU AND SUBSCRIBER: (A) ACKNOWLEDGE THAT SUBSCRIBER HAS READ AND UNDERSTANDS THIS AGREEMENT; (B) REPRESENT THAT YOU AND SUBSCRIBER ARE MORE THAN EIGHTEEN (18) YEARS OF AGE AND POSSESS THE LEGAL RIGHT TO ENTER INTO A BINDING AGREEMENT; AND (C) ACCEPT WITHOUT LIMITATION CONDUCTING THIS TRANSACTION ELECTRONICALLY, DISCLAIMERS OF WARRANTIES, DAMAGE AND REMEDY EXCLUSIONS AND LIMITATIONS, ARBITRATION, AND CHOICE OF DELAWARE LAW. IF SUBSCRIBER DOES NOT AGREE WITH ALL OF THE PROVISIONS OF THIS AGREEMENT, SUBSCRIBER IS NOT AUTHORIZED TO AND MUST NOT ACCESS AND/OR USE THIS SITE AND THE SAAS SERVICE.

Certain features of the SaaS Service (defined below) may be subject to additional guidelines, terms, or rules, which will be posted on the Site in connection with such features. All such additional terms, guidelines, and rules are incorporated by reference into this Agreement.

1. Services; Permitted Use.

1.1 The “**SaaS Service**” covered by this Agreement consists of the current version of the LinenMaster, LinenHelper, or CurtainMaster software as made available by LinenMaster to Subscriber in a downloadable mobile or desktop version (the “**Software**”) or in a hosted, software-as-a-service format through a password-protected website (the “**Site**”), and including upgrades, updates and patches to the SaaS Service that LinenMaster makes available for general release at no additional charge to its subscribers. Subject to the terms hereof and subject to an Order entered into by the parties, LinenMaster grants to Subscriber a non-exclusive, non-transferable, non-assignable limited right to access, view and use the SaaS Service and to download, install and operate any downloadable portion of the Software, in each case, solely for purposes of serving the internal needs of Subscriber’s business, at the location specified in the ordering document, including production and/or generation of output reports to be utilized by customers of Subscriber. Subject to the terms hereof, LinenMaster also grants to Subscriber a non-exclusive, non-transferable, non-assignable limited right to access, view and use any user guides, online help, release notes, training materials and other documentation made available by LinenMaster to Subscriber (collectively, “**Documentation**”) solely for purposes of Subscriber’s use and operation of the SaaS Service and Software.

1.2 In order to use the SaaS Service, Subscriber must obtain a password from LinenMaster and use certain credentials (e.g., email address or user or organization name) (collectively, the “**Credentials**”). Subscriber represents and warrants that: (i) all required registration information Subscriber submits is truthful and accurate, and Subscriber will maintain the accuracy of such information; (ii) it shall maintain strict confidentiality of the Credentials; (iii) it shall not allow an unauthorized person to use Subscriber’s Credentials to access the SaaS Service; and (iv) it shall be responsible for any and all damages or losses that may be incurred or suffered as a result of any activities that occur under Subscriber’s Credentials. Subscriber agrees to immediately notify LinenMaster in writing by email to support@linenmaster.com of any unauthorized use of Subscriber’s Credentials or any other breach of security. LinenMaster is not and shall not be liable for any harm arising from or relating to the theft of Subscriber’s Credentials, Subscriber’s disclosure of Subscriber’s Credentials, or the use of Subscriber’s Credentials by another person. Subscriber may permit other persons who are engaged by Subscriber as employees or contractors to use the SaaS Service and may permit Subscriber’s customers and customers’ employees and contractors to use the SaaS Service and such users shall be expressly noted as authorized by Subscriber (the “**Authorized Users**”); provided, that such use is subject at all times to the terms and conditions of this Agreement and Subscriber shall be solely and exclusively liable for all Authorized Users’ acts and omissions.

1.3 Subscriber shall not, and shall not permit others to: (a) to the fullest extent permitted by applicable law, reproduce, modify, translate, enhance, decompile, disassemble, reverse engineer, or otherwise attempt to derive the source code of the Software or the SaaS Service or create derivative works of the SaaS Service or Documentation; (b) rent, lease, or sublicense the SaaS Service or Documentation or otherwise provide unauthorized access thereto; (c) circumvent or disable any technological or security features or measures in the SaaS Service, or (d) use the SaaS Service for any reason other than as expressly permitted by this Agreement or use the SaaS Service to violate the rights of others, or in any way that could harm the SaaS Service or impair any other person’s use of it. In addition, Subscriber agrees not to: (i) upload, transmit, or distribute to or through the SaaS Service any computer viruses, worms, malicious code, or any software that could damage or alter a computer system or data; (ii) send through the SaaS Service unsolicited or unauthorized advertising, promotional materials, junk mail, spam, chain letters, pyramid schemes, or any other form of duplicative or unsolicited messages, whether commercial or otherwise; (iii) use the SaaS Service to harvest, collect, gather or assemble information or data regarding other users, including e-mail addresses, without their consent; (iv) interfere with, disrupt, or create an undue burden on servers or networks connected to the SaaS Service, or violate the regulations, policies or procedures of such networks; (v) attempt to probe, scan, or test the vulnerability of the SaaS Service, any LinenMaster system or network or breach any security or authentication measures or otherwise attempt to benchmark LinenMaster’s performance of services or gain unauthorized access to the SaaS Service (or to other computer systems or networks connected to or used together with the SaaS Service), whether through password mining or any other means; (vi) harass or interfere with any other user’s use and enjoyment of the SaaS Service; (vii) use any data mining, scraping, robots, or use any similar extraction software or automated agents or scripts in the SaaS Service (including to produce multiple accounts on the SaaS Service, or to generate automated searches, requests, or queries to (or to strip, scrape, or mine data from) the SaaS Service).

2. **Subscriber Responsibilities.** Subscriber shall provide commercially reasonable information and assistance to LinenMaster to enable LinenMaster to deliver the SaaS Service. Subscriber shall comply with all applicable laws and regulations in connection with its use of the SaaS Service and Software, including those related to data privacy, and the transmission of technical or personal data. Subscriber shall not upload, post, reproduce or distribute any information or other material protected by copyright, privacy rights, or any other intellectual property right without first obtaining the permission of the owner of such rights. Subscriber shall be solely responsible for its own acts and omissions and the acts and omissions of its customers and other Authorized Users. “**Subscriber Data**” means all content, data, and information submitted or provided to the SaaS Service by or on behalf of Subscriber or otherwise processed through the SaaS Service in connection with any transaction made therein on Subscriber’s or its Authorized Users’ behalf. As between LinenMaster and Subscriber, Subscriber is solely responsible for all Subscriber Data stored on or processed through the SaaS Service, and for ensuring that the Subscriber Data does not violate any person’s intellectual property, privacy, or other rights and does not otherwise contain any content that is libelous, defamatory, obscene, pornographic, abusive, harassing, or threatening. In the event Subscriber discovers any Subscriber Data that Subscriber provided is unlawful, contains errors, or otherwise violates the provisions of this Agreement, Subscriber shall promptly remove or correct such Subscriber Data. As

between the parties hereto, Subscriber is solely responsible for ensuring its Authorized Users' compliance with this Agreement and that Authorized Users do not act in any manner that constitutes, or forms a part of a course of conduct amounting to, a violation of any state, federal or other applicable law. Subscriber acknowledges and agrees that LinenMaster has no obligation to monitor Subscriber's access to or use of the SaaS Service or of the content of Subscriber's and its Authorized Users' communications or data transmitted through the SaaS Service, but LinenMaster has the right to do so for the purpose of operating the SaaS Service, to ensure Subscriber's and its Authorized Users' compliance with this Agreement or to comply with applicable law or the order or requirement of a court, administrative agency, or other governmental body. LinenMaster may suspend access to the SaaS Service, at any time with or without notice, in the event of a threat to the security or technical integrity of the SaaS Service, or if LinenMaster suspects Subscriber or its Authorized Users have breached this Agreement. Subscriber is responsible for selecting an Authorized User who is qualified to operate the SaaS Service on its equipment and is familiar with the information, calculations, and reports that serve as input and output of the SaaS Service. LinenMaster reserves the right to charge additional fees if an Authorized User seeks assistance with respect to basic background information or any other matters not directly relating to the operation of the SaaS Service, or any support beyond the services set forth in Section 5.

3. **Subscription Term and Charges.** The access to the SaaS Service is available only through the purchase of a subscription through an ordering document (in the form and format provided by LinenMaster) that is executed by Subscriber (an "**Order**"), which, only when accepted by LinenMaster, such Order gives Subscriber the rights described in Section 1. The term of Subscriber's subscription, the subscription fee, payment timeline, and any specific termination rights for Subscriber's subscription will be set forth on the Order. All payments made by Subscriber, including pre-paid fees, are non-refundable, and Subscriber acknowledges and agrees that LinenMaster shall have no liability or responsibility to refund Subscriber any amounts Subscriber has already paid.

4. **Availability.** LinenMaster uses commercially reasonable efforts to make the SaaS Service available to the Subscriber (subject to scheduled maintenance and events of force majeure) and has made a commercially reasonable effort to incorporate backups and redundancies to limit downtime, but LinenMaster makes no representation that the SaaS Service will be continuously available or that access to the SaaS Service will be free from interruption. Subscriber assumes all risks associated with any such unavailability or interruption of the SaaS Service.

5. **Support and Training.**

5.1 During the term of the subscription set forth on the applicable Order with Subscriber, LinenMaster agrees to provide, without additional charge, the support services identified below.

- (a) Email and telephone support for SaaS Service between the hours of 8:00 a.m. – 8:00 p.m., Eastern Time, Monday through Friday, excluding applicable state and federal holidays.
- (b) Hosting and support of servers and periodic back-up of data.
- (c) Upgrades and updates to the SaaS Service (provided solely at LinenMaster's discretion).

5.2 On-site support and additional support services may be made available, at LinenMaster's discretion, at LinenMaster's then current standard consulting rate plus expenses. Subscriber shall pay LinenMaster its actual out-of-pocket expenses incurred in connection with such training, including without limitation, travel, meals and accommodations. LinenMaster agrees to provide Subscriber with access to such receipts, ledgers, and other records as may be reasonably appropriate for Subscriber to verify the amount and nature of any such travel expenses.

5.3 Any upgrades or updates to the SaaS Service provided by LinenMaster (in LinenMaster's sole discretion) may modify or delete certain features or functionality. Subscriber acknowledges and agrees that LinenMaster has no obligation to provide any upgrades or updates to or to continue to provide or enable

any particular features or functionality. Any upgrades or updates provided as set forth in this Agreement shall be deemed part of the SaaS Service and subject to the terms and conditions of this Agreement. In the event LinenMaster discontinues any product, version, or module and LinenMaster, in its sole discretion, offers a replacement product, version, or module, Subscriber shall use such new product subject to then-current terms provided by LinenMaster.

6. **Taxes.** Subscriber is solely responsible for payment of any taxes (including value added, sales or use taxes, intangible taxes and property taxes), resulting from its acceptance of this Agreement and its use of the SaaS Service, exclusive of taxes based on LinenMaster's income. Subscriber agrees to pay any such taxes as they fall due to LinenMaster for remittance to the appropriate authority. Subscriber agrees to hold harmless LinenMaster from all claims and liability arising from Subscriber's failure to report or pay such taxes.

7. **Proprietary Rights.**

7.1 This Agreement does not provide Subscriber with title or ownership of the SaaS Service, Software, Site or Documentation, but only a right of limited use as expressly granted in Section 1 above. Notwithstanding any other provision in this Agreement, as between LinenMaster and Subscriber, LinenMaster exclusively owns all right, title and interest in and to the SaaS Service, Software, Site and Documentation and all portions thereof, as well as all improvements, enhancements, modifications, configurations, and derivative works thereto, together with all intellectual property rights therein, including all copyrights, patent and trade secret rights; and LinenMaster reserves all rights to the foregoing not expressly granted to Subscriber under this Agreement. To the extent of any right, title or interest in or to any of the foregoing inuring to Subscriber therein (other than the limited right of use expressly provided for herein), Subscriber hereby irrevocably assigns and, upon its creation, automatically assigns to LinenMaster the ownership of all right, title and interest in and to such, including copyrights, patent and trade secret rights, and any other intellectual property rights therein, without the necessity of any further consideration.

7.2 As between LinenMaster and Subscriber, Subscriber owns all intellectual property and other proprietary rights in and to the Subscriber Data. Subscriber hereby grants to LinenMaster a non-exclusive, royalty-free, worldwide license to reproduce, distribute, and otherwise use and display the Subscriber Data and perform all acts with respect to the Subscriber Data as may be necessary for LinenMaster to provide the SaaS Service or any other services contemplated hereunder to Subscriber; which license shall be sublicensable across multiple levels to LinenMaster's suppliers and subcontractors solely in connection with their services to LinenMaster to provide the SaaS Service. Subscriber acknowledges and agrees that LinenMaster may: (a) collect, use, access, modify, audit, reproduce, delete or remove any Subscriber Data as necessary to provide the SaaS Service, including as necessary to exercise or enforce its rights or obligations under this Agreement, provide, protect or improve LinenMaster's or any third party service provider's products and services, protect the integrity of the SaaS Service and any product, service, or data of LinenMaster, or to ensure Subscriber's compliance with this Agreement and any applicable laws or regulations; and (b) use cookies, pixels and web beacons in connection with Subscriber Data as necessary to facilitate the provision of the SaaS Service and as set forth in LinenMaster's Privacy Policy.

7.3 Subscriber hereby agrees that LinenMaster has the right to de-identify and/or aggregate Subscriber Data ("**Anonymized Data**") and may use, sell, and disclose any such Anonymized Data for any lawful purpose. LinenMaster shall not use or disclose Anonymized Data in a manner that identifies Subscriber or Subscriber Data as the source of the data. Subscriber acknowledges and agrees that LinenMaster may use, sell and disclose Anonymized Data for (i) internal business purposes; and/or (ii) any other purpose as permitted under applicable law. For the avoidance of doubt, notwithstanding anything in this Agreement to the contrary, LinenMaster is the sole and exclusive owner of the Anonymized Data and any other data or information owned, collected or processed by LinenMaster that does not constitute Subscriber Data, including without limitation all statistical information and transactional data and information regarding the use of the SaaS Services, and metadata in or related to the use of the SaaS Services.

7.4 If Subscriber or any Authorized User provides LinenMaster with any feedback or suggestions regarding the SaaS Service or any other LinenMaster products or services ("**Feedback**"),

Subscriber hereby assigns to LinenMaster all rights in such Feedback and agrees that LinenMaster shall have the right to use and fully exploit such Feedback and related information in any manner it deems appropriate without restriction and without accounting to the person providing the Feedback.

7.5 It is mutually acknowledged that, during the normal course of its dealings with Subscriber and the services provided under this Agreement, LinenMaster and its personnel and agents may become acquainted with ideas, concepts, know-how, methods, techniques, processes, and skills. Notwithstanding anything in this Agreement to the contrary, and regardless of any termination of this Agreement, LinenMaster shall be entitled to use, disclose, and otherwise employ any such ideas, concepts, know-how, methods, techniques, processes, and skills, in conducting its business (including providing services or creating programming or materials for other subscribers), and Subscriber shall not assert against LinenMaster or its personnel any prohibition or restraint from so doing.

7.6 Except as otherwise specifically agreed herein, Subscriber's interest in and obligations with respect to any programming, materials, or data to be obtained from third-party vendors, regardless of whether obtained with the assistance of LinenMaster, shall be determined in accordance with the agreements and policies of such vendors, and Subscriber shall be solely responsible for its obligations with respect thereto.

7.7 Except as otherwise expressly agreed in writing by LinenMaster in an Order, LinenMaster is not responsible for obsolescence of the SaaS Service that may result from changes in Subscriber's requirements.

8. **Confidential Information.** From time to time during the Term, either party hereto (as "disclosing party") may disclose or make available to the other party hereto (as "receiving party") information about its business affairs, products, confidential intellectual property, trade secrets, third-party confidential information, and other sensitive or proprietary information, whether orally or in written, electronic, or other form or media/in written or electronic form or media, whether or not marked, designated or otherwise identified as "confidential" (collectively, "**Confidential Information**"). Confidential Information does not include information that, at the time of disclosure is: (a) in the public domain; (b) rightfully known to the receiving party at the time of disclosure and not subject to a duty of confidentiality; (c) rightfully obtained by the receiving party on a non-confidential basis from a third party with no duty of confidentiality or breach thereof; or (d) independently developed by the receiving party without use of the Confidential Information. The receiving party shall keep the disclosing party's Confidential Information strictly confidential (using no less than reasonable care) and shall not disclose the disclosing party's Confidential Information to any person, except to the receiving party's employees or contractors who have a need to know the Confidential Information for the receiving party to exercise its rights or perform its obligations hereunder. Notwithstanding the foregoing, each party may disclose Confidential Information to the limited extent required (i) in order to comply with the order of a court or other governmental body, or as otherwise necessary to comply with applicable law, provided that the party making the disclosure pursuant to the order shall first have given written notice to the other party and made a reasonable effort to obtain a protective order; or (ii) to establish a party's rights under this Agreement, including to make required court filings. On the expiration or termination of the Agreement, the receiving party shall promptly return to the disclosing party all copies, whether in written, electronic, or other form or media, of the disclosing party's Confidential Information, or destroy all such copies and certify in writing to the disclosing party that such Confidential Information has been destroyed. Each party's obligations of non-disclosure with regard to Confidential Information are effective as of acceptance of this Agreement and will survive expiration or termination of this Agreement; provided, however, with respect to any Confidential Information that constitutes a trade secret (as determined under applicable law), such obligations of non-disclosure will survive the termination or expiration of this Agreement for as long as such Confidential Information remains subject to trade secret protection under applicable law (but not less than five years).

9. **Hardware/Software.** LinenMaster has no responsibility under this Agreement, and Subscriber is solely responsible, for obtaining, providing or supporting computer or telecommunications equipment or software or services necessary for Subscriber to access the Site. Except as agreed otherwise in writing, LinenMaster assumes no responsibility under this Agreement for converting data or files for use with the SaaS Service.

10. **Indemnification.**

10.1 Subscriber shall indemnify, defend, and hold harmless LinenMaster and its officers, directors, employees, agents, affiliates, successors and assigns from and against any and all losses, damages, liabilities, penalties, fines, costs (including reasonable attorneys' fees), and expenses ("Losses") incurred by LinenMaster resulting from or relating to any claim, suit, action, settlement, or proceeding (a) the Subscriber Data, including without limitation if any use of the Subscriber Data in accordance with this Agreement infringes or misappropriates any third party's intellectual property rights or other rights or otherwise violates applicable law, or (b) based on Subscriber's or any Authorized User's (i) breach of this Agreement, gross negligence or willful misconduct; (ii) use of the SaaS Service in a manner not authorized by this Agreement; or (iii) use of the SaaS Service or Software in combination with data, software, hardware, equipment or technology not provided by LinenMaster or authorized by LinenMaster in advance and in writing; provided that Subscriber may not settle any third-party claim against LinenMaster unless LinenMaster consents in writing and in advance to such settlement, and further provided that LinenMaster will have the right, at its option, to defend itself against any such third-party claim (at Subscriber's cost) or to participate in the defense thereof by counsel of its own choice.

10.2 If Subscriber's use of the SaaS Service, Software, Site or Documentation has become, or in LinenMaster's opinion is likely to become, the subject of any IP Claim (defined below), LinenMaster may at its option and expense (a) procure for Subscriber the right to continue using the SaaS Service, Software, Site or Documentation as set forth hereunder; (b) replace or modify all or any component of the SaaS Service, Software, Site or Documentation to make it non-infringing; or (c) if options (a) or (b) are not commercially and reasonably practicable as determined by LinenMaster in its sole discretion, LinenMaster may terminate Subscriber's subscription and repay to Subscriber, on a pro-rated basis, any subscription fees and charges Subscriber has previously paid to LinenMaster for the corresponding unused portion that is unused as of the effective date of termination. If any third party asserts a claim against Subscriber alleging that the SaaS Service, Software, Site or Documentation infringes or misappropriates such third party's valid U.S. patent, trade secret, copyright, or trademark (an "IP Claim"). LinenMaster will have the exclusive right to defend such IP Claim and will pay damages finally awarded against Subscriber in connection therewith, provided that (a) Subscriber promptly notifies LinenMaster of the threat or notice of such IP Claim; (b) LinenMaster has the sole and exclusive control and authority to select defense attorneys, defend and/or settle any such IP Claim; and (c) Subscriber fully cooperates with LinenMaster in connection therewith. LinenMaster will have no liability or obligation with respect to any IP Claim if such claim is caused in whole or in part by (i) compliance with designs, data, instructions or specifications provided by Subscriber; (ii) modification of any component of the SaaS Service, Software, Site or Documentation by anyone other than LinenMaster; (iii) the combination, operation or use of the SaaS Service or Software with other hardware or software where the SaaS Service or Software would not by themselves be infringing; or (iv) breach or non-compliance with this Agreement by Subscriber. Section 10.2 states LinenMaster's sole, exclusive and entire liability to Subscriber and constitutes Subscriber's sole remedy with respect to an IP Claim brought in connection with the SaaS Service, Software, Site or Documentation.

11. Limitation of Warranties. THE SAAS SERVICE (INCLUDING THE SITE, THE SOFTWARE, THE DOCUMENTATION, AND EACH OF ITS OTHER COMPONENTS OR RELATED SERVICES) IS PROVIDED "AS IS" AND "AS AVAILABLE," AND LINENMASTER HEREBY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE. LINENMASTER SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT, AND ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE, OR TRADE PRACTICE. LINENMASTER MAKES NO WARRANTY OF ANY KIND THAT THE SAAS SERVICE (INCLUDING ITS COMPONENTS AND RELATED SERVICES), OR ANY PRODUCTS OR RESULTS OF THE USE THEREOF, WILL MEET SUBSCRIBER'S OR ITS CUSTOMER'S OR ANY OTHER PERSON'S REQUIREMENTS, OPERATE WITHOUT INTERRUPTION, ACHIEVE ANY INTENDED RESULT, BE COMPATIBLE OR WORK WITH ANY SOFTWARE, SYSTEM OR OTHER SERVICES, OR BE SECURE, ACCURATE, COMPLETE, FREE OF HARMFUL CODE, OR ERROR FREE. LINENMASTER DISCLAIMS ANY AND ALL LIABILITY OR RESPONSIBILITY WITH RESPECT TO, AND SUBSCRIBER IS SOLELY RESPONSIBLE FOR: (I) SUBSCRIBER DATA, INCLUDING THE ACCURACY, LEGALITY, AND QUALITY THEREIN; AND (II) ANY OBLIGATIONS OF SUBSCRIBER WITH RESPECT TO ITS CUSTOMERS.

12. **Limitation of Liability.**

12.1 THE TOTAL CUMULATIVE LIABILITY OF LINENMASTER (AND ITS LICENSORS AND SERVICE PROVIDERS) ARISING OUT OF OR RELATED TO THIS AGREEMENT, INCLUDING ANY CAUSE OF ACTION ARISING IN CONTRACT, TORT OR STRICT LIABILITY, SHALL NOT EXCEED THE TOTAL AMOUNT OF THE FEES PAID BY SUBSCRIBER TO LINENMASTER UNDER THE ORDER GIVING RISE TO THE CLAIM IN THE SIX (6) MONTH PERIOD IMMEDIATELY PRIOR TO THE CLAIM ARISING. THIS LIMITATION OF LIABILITY IS INTENDED TO APPLY WITHOUT REGARD TO WHETHER OTHER PROVISIONS OF THIS AGREEMENT HAVE BEEN BREACHED OR HAVE PROVEN INEFFECTIVE. LINENMASTER SHALL HAVE NO LIABILITY FOR LOSS OF DATA OR DOCUMENTATION, UNLESS RESULTING FROM ANY ACT BY LINENMASTER INTENDED TO CAUSE THE LOSS OR DESTRUCTION OF SUCH DATA OR DOCUMENTATION. THE FOREGOING LIMITATIONS APPLY EVEN IF ANY REMEDY FAILS OF ITS ESSENTIAL PURPOSE.

12.2 IN NO EVENT SHALL LINENMASTER (OR ITS LICENSORS OR SERVICE PROVIDERS) BE LIABLE UNDER OR IN CONNECTION WITH THIS AGREEMENT OR ITS SUBJECT MATTER UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, AND OTHERWISE, FOR ANY: (a) LOSS OF PRODUCTION, USE, BUSINESS, REVENUE, OR PROFIT OR DIMINUTION IN VALUE; (b) IMPAIRMENT, INABILITY TO USE OR LOSS, INTERRUPTION OR DELAY OF THE SAAS SERVICE OR SOFTWARE; (c) LOSS, DAMAGE, CORRUPTION OR RECOVERY OF DATA, OR BREACH OF DATA OR SYSTEM SECURITY; (d) COST OF REPLACEMENT GOODS OR SERVICES; OR (e) CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, ENHANCED, OR PUNITIVE DAMAGES, REGARDLESS OF WHETHER SUCH PERSONS WERE ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES OR SUCH LOSSES OR DAMAGES WERE OTHERWISE FORESEEABLE, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.

12.3 ANY CAUSE OF ACTION OR CLAIM SUBSCRIBER MAY HAVE ARISING OUT OF OR RELATING TO THIS AGREEMENT OR LINENMASTER MUST BE COMMENCED WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES, OTHERWISE, SUCH CAUSE OF ACTION OR CLAIM IS PERMANENTLY BARRED.

13. **Termination.** Without limiting the right of either party to elect not to renew this Agreement if so provided in the Order, either party may terminate this Agreement upon thirty (30) days' prior written notice if the other party fails to comply with any material term of this Agreement and fails to cure such breach within such notice period; provided, that if payment by Subscriber is overdue and unpaid, Subscriber shall have five (5) days during which to cure such non-payment. Upon termination of this Agreement, no part of the subscription fee shall be refunded to Subscriber except as otherwise provided in Section 10.2 of this Agreement. Upon expiration or termination of this Agreement, all rights granted to Subscriber under this Agreement will terminate and revert to LinenMaster. Immediately upon expiration or termination of this Agreement for any reason, Subscriber and its Authorized Users shall cease all use of the SaaS Service, Software, Site and Documentation, and promptly thereafter return to LinenMaster all materials pertaining to the SaaS Service, Software and Documentation (including all copies thereof) and permanently delete and erase any copies of the same stored in Subscriber's information technology systems. Upon request, LinenMaster agrees to provide to the Subscriber the Subscriber Data stored by the SaaS Service in Microsoft SQL Server or MySQL database format within a commercially reasonable period of time following any termination of this Agreement; and after such period LinenMaster may delete, erase and/or destroy Subscriber Data. No expiration or termination will affect Subscriber's obligation to pay all fees that may have become due before such expiration or termination, or entitle Subscriber to any refund; and the obligations under Sections 6, 7, 8, 10, 11, 12, 13 and 14 shall survive the termination of this Agreement.

14. **Miscellaneous.**

14.1 Arbitration. Subscriber agrees that for any dispute arising out of or relating in any way to Subscriber's use of the SaaS Service or this Agreement, such claim be resolved exclusively by

confidential, binding arbitration; provided that, to the extent Subscriber has in any manner violated or threatened to violate LinenMaster's intellectual property rights or Subscriber's confidentiality obligations under this Agreement, LinenMaster may seek injunctive or other appropriate relief. The arbitration shall be conducted before three neutral arbitrators in Dallas, Texas, in accordance with the rules of the Judicial Arbitration and Mediation Services ("JAMS"), as then in effect. No claims of any other parties may be joined or otherwise combined in the arbitration proceeding. Unless otherwise expressly required by applicable law, each party shall bear its own attorneys' fees without regard to which party is deemed the prevailing party in the arbitration proceeding. Except for punitive and consequential damages (which may not be awarded), and subject to this Agreement, the arbitrators shall be authorized to award either party any provisional or equitable remedy permitted by applicable law. The parties shall equally share all JAMS charges and fees associated with the arbitration. The award of the arbitrators may be enforced in any court having jurisdiction thereof. Each party hereby consents (i) to the exclusive jurisdiction of the state or federal courts located in Delaware for any action (a) to compel arbitration, (b) to enforce any award of the arbitrators, or (c) at any time prior to the qualification and appointment of the arbitrators, for temporary, interim or provisional equitable remedies, and (ii) to service of process in any such action by registered mail or any other means provided by law. Should this Section be deemed invalid or otherwise unenforceable for any reason, it shall be severed and the parties agree that sole and exclusive jurisdiction and venue for any claims will be as set forth below in Section 14.2.

14.2 Governing Law; Consent to Jurisdiction; Jury Waiver. This Agreement shall be governed by and construed in accordance with the internal laws of the State of Delaware (without regard to any conflict of laws provisions). Any legal suit, action or proceeding arising out of or related to this Agreement or the transactions hereunder shall be brought exclusively in the federal courts sitting in the District of Delaware or the courts of the State of Delaware, and each party irrevocably submits to the jurisdiction of such courts and waives any defense of inconvenient forum. THE PARTIES HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVE THEIR CONSTITUTIONAL AND STATUTORY RIGHTS TO HAVE A TRIAL IN FRONT OF A JURY IN ANY ACTION ARISING OUT OF OR RELATING TO THIS AGREEMENT OR LINENMASTER AND ANY AND ALL RIGHTS TO PARTICIPATE IN A CLASS ACTION OR OTHER COLLECTIVE OR REPRESENTATIVE PROCEEDING RELATING TO THIS AGREEMENT, LINENMASTER, OR ANY OF THE SUBJECT MATTER CONTEMPLATED HEREIN.

14.3 Injunctive Relief. Subscriber acknowledges that, in the event of a breach or threatened breach of any provision of Sections 7, 8, and the third and fourth sentences of Section 13, LinenMaster will not have an adequate remedy in money or damages. LinenMaster shall, therefore, be entitled to obtain an injunction and/or any other equitable relief against such breach or threatened breach from any court of competent jurisdiction immediately upon request without any requirement to post a bond or other security, or to prove actual damages or that monetary damages are not an adequate remedy. LinenMaster's right to obtain injunctive relief shall not limit its right to seek further remedies.

14.4 Electronic Communications. The communications between Subscriber and LinenMaster may use electronic means, whether LinenMaster posts notices on the Site or communicates with Subscribers via email. For contractual purposes, Subscriber (a) consents to receive communications from LinenMaster in an electronic form; and (b) agrees that all terms and conditions, agreements, notices, disclosures, and other communications that LinenMaster provides to Subscriber electronically satisfy any legal requirement that such communications would satisfy if it were be in a hardcopy writing. The foregoing does not affect non-waivable rights.

14.5 Text Communications. By registering with the SaaS Services and providing Subscriber's telephone number, Subscriber consents to receiving text (SMS) messages and/or push notifications from or on behalf of LinenMaster and/or LinenMaster's partners and suppliers, including messages using automated technology or chatbots. Such messages may be service-related (such as, surveys about products or services or the status of a support ticket) or may contain information regarding services that may be of interest to Subscriber (such as, announcement of upcoming feature releases). Subscriber does not need to provide this consent to purchase any of the services or products. However, Subscriber acknowledges that opting out of receiving text (SMS) messages may impact Subscriber's experience with the SaaS Services that rely on communications via text (SMS) messages. Data obtained from Subscriber in connection with text messages may include telephone number, mobile carrier's name, and details of the message (date, time, and

content). LinenMaster may use this information to contact Subscriber in accordance with this Agreement and to provide the SaaS Services. Subscriber may opt-out of receiving text (SMS) messages at any time by replying "STOP" to the text message received by Subscriber from LinenMaster or by contacting LinenMaster as set forth in this Agreement. Subscriber represents and warrants that it is the account holder for the mobile telephone number(s) that Subscriber provides to opt in to receive text messages, and Subscriber is responsible for immediately notifying LinenMaster at support@linenmaster.com if it changes its mobile telephone number. LinenMaster, or any mobile telephone carriers, are not liable for any delayed or undelivered text messages. Message and data rates may apply to each text message sent to Subscriber from LinenMaster and to LinenMaster from Subscriber, as provided in Subscriber's mobile telephone service rate plan (please contact mobile telephone carrier for details about available plans). Applicable roaming charges may apply. Text messages are unencrypted, and Subscriber understands and agrees that unencrypted messaging, including texting to a cell phone, may be intercepted, received by unintended parties, and stored or archived by service providers and system operators without Subscriber's knowledge or authorization. Frequency of text messages and notifications will vary depending upon the services Subscriber receives or Subscriber's transactions with LinenMaster. If Subscriber has any questions regarding LinenMaster's privacy practices, please read our Privacy Policy. Subscriber agrees to indemnify LinenMaster and any third parties texting on LinenMaster's behalf in full for all claims, expenses, and damages related to or caused, in whole or in part, by Subscriber's failure to immediately notify LinenMaster if Subscriber changes its telephone number, including but not limited to any and all claims, expenses, and damages related to or arising under the Telephone Consumer Protection Act (TCPA) and all Federal Communication Commission (FCC) and/or Federal Trade Commission (FTC) or other agency rules and regulations that implement the TCPA, and any other laws prohibiting or regulating SMS or other messages that may be transmitted via the SaaS Services. Subscriber's receipt of text messages from LinenMaster may be terminated at any time in the event LinenMaster believes Subscriber is in breach of this Agreement or if Subscriber's mobile telephone service lapses or terminates.

14.6 Modifications. This Agreement is subject to occasional revision, and if LinenMaster makes any substantial changes, LinenMaster may notify Subscriber by sending Subscriber an e-mail to the last e-mail address Subscriber provided to LinenMaster (if any), by prominently posting notice of the changes on the Site, and/or by any other means LinenMaster considers reasonable. Subscriber is responsible for providing LinenMaster with its most current e-mail address. If the last e-mail address that Subscriber provided is not valid, or for any reason is not capable of delivering to Subscriber the notice described above, LinenMaster dispatch of the e-mail containing such notice will nonetheless constitute effective notice of the changes described in the notice. Continued use of the SaaS Service following notice and the effective date of such changes shall indicate Subscriber's acknowledgement of such changes and agreement to be bound by the terms and conditions of such changes.

14.7 Independent Contractor; No Third Party Beneficiaries. The parties are and shall be independent contractors to one another, and nothing herein shall be deemed to cause this Agreement to create an agency, partnership, or joint venture between the parties. Nothing in this Agreement shall be interpreted or construed as creating or establishing the relationship of employer and employee between Subscriber and LinenMaster or any employee or agent of LinenMaster. This Agreement is an agreement between the Subscriber and LinenMaster, and confers no rights upon either party's employees, agents, contractors, partners of customers or upon any other person.

14.8 Force Majeure. In no event shall LinenMaster be liable to Subscriber or any other person, or be deemed to have breached this Agreement, for any failure or delay in performing its obligations under this Agreement, if and to the extent such failure or delay is caused by any circumstances beyond LinenMaster's control, including acts natural disasters, explosion, war, terrorism, riot or other civil unrest, interruption in electrical supply or damage to communication equipment or facilities, strikes, service provider failures, labor stoppages or slowdowns or other industrial disturbances, or passage of law or any action taken by a governmental or public authority, including imposing an embargo.

14.9 Invalidity and Severability. If any provision of this Agreement is held to be invalid, illegal, or unenforceable by a court with competent jurisdiction, such invalidity, illegality, or unenforceability will not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon such determination, the applicable court shall modify the affected

provision of this Agreement so as to effect the parties' original intent as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

14.10 No Assignment. Subscriber shall not transfer, delegate or assign this Agreement or any of its rights and obligations under this Agreement to any other party without LinenMaster's prior written consent. Any attempted transfer, delegation or assignment in violation of the foregoing shall be null and void. This Agreement is binding up on and inures to the benefit of the parties hereto and their respective successors and permitted assigns.

14.11 Non-waiver. No waiver by any party of any provision of this Agreement will be effective unless explicitly set forth in writing and signed by the party so waiving. Except as otherwise set forth in this Agreement, (a) no failure to exercise, or delay in exercising, any rights, remedy, power, or privilege arising from this Agreement will operate or be construed as a waiver thereof and (b) no single or partial exercise of any right, remedy, power, or privilege hereunder will preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.

14.12 Export Compliance. The SaaS Service may be subject to export laws and regulations of the United States and other jurisdictions, including the U.S. Export Administration Act and its associated regulations. Subscriber shall not, directly or indirectly, export, re-export or release the SaaS Services to, or make the SaaS Services accessible from, any jurisdiction or country to which export, re-export or release is prohibited by law, rule or regulation. Subscriber shall comply with all applicable federal 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 the SaaS Services available outside the U.S. The content of the SaaS Service is intended for use and display only where its use and display are permissible in accordance with applicable laws. The SaaS Service is provided from the United States of America, and all servers that make it available reside in the United States. The laws of other countries may differ regarding the access and use of the SaaS Service. LinenMaster does not make any representations regarding the legality of the SaaS Service in any other country, and it is Subscriber's sole responsibility to ensure that Subscriber's use complies with all applicable laws.

14.13 Entire Agreement. This Agreement (together with any documents referred to or incorporated herein by reference) is the complete agreement between Subscriber and LinenMaster, the exclusive statement of LinenMaster's obligations and responsibilities to Subscriber, and supersedes any other agreement, proposal, representation or other communication (written and oral) by or on behalf of LinenMaster with respect to Subscriber as relating to the subject matter hereof. In this Agreement, the word "person" shall be construed broadly to include both natural persons and all forms of legal entities; and the word "including" (or variations thereof) shall be deemed to be followed by the words "without limitation."

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