



## Service Terms

Last Updated: November 20, 2024

These Service Terms (“this *Agreement*”) set forth the legally binding terms, conditions and other agreements that govern Customer’s receipt of the Services (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 or which is otherwise identified on an Order (“*Customer*”).

BY (A) EXECUTING AN ORDER REFERENCING THIS AGREEMENT, OR (B) 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 BECOMES A “*CUSTOMER*” AND ACCEPTS AND AGREES TO BE BOUND BY THIS AGREEMENT IN ITS ENTIRETY (ON BEHALF OF CUSTOMER AND ANY OTHER AUTHORIZED USER OF CUSTOMER), AND THIS AGREEMENT HAS THE SAME FORCE AND EFFECT AS IF IT WERE EXECUTED IN A WRITTEN DOCUMENT BY CUSTOMER AND LINENMASTER. YOU AND CUSTOMER EACH REPRESENT AND WARRANT THAT YOU AND IT HAVE THE RIGHT, AUTHORITY, AND CAPACITY TO ENTER INTO THIS AGREEMENT (ON BEHALF OF CUSTOMER AND EACH OTHER AUTHORIZED USER).

BY (A) EXECUTING AN ORDER REFERENCING THIS AGREEMENT, OR (B) CLICKING THE “AGREE” BUTTON OR ACCESSING OR USING THIS SITE AND THE SERVICES, YOU AND CUSTOMER: (A) ACKNOWLEDGE THAT CUSTOMER HAS READ AND UNDERSTANDS THIS AGREEMENT; (B) REPRESENT THAT YOU AND CUSTOMER 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 CUSTOMER DOES NOT AGREE WITH ALL OF THE PROVISIONS OF THIS AGREEMENT, CUSTOMER IS NOT AUTHORIZED TO AND MUST NOT ACCESS AND/OR USE THIS SITE AND THE SERVICES.

Certain features of the Services 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 Definitions.

1.1 “*Business*” means Customer’s line of business indicated on an Order in which Customer will receive exclusive or semi-exclusive Leads.

1.2 “*Customer Data*” means all content, data, and information submitted or provided to the SaaS Services by or on behalf of Customer or otherwise processed through the SaaS Services in connection with any transaction made therein on Customer’s or its Authorized Users’ behalf.

1.3 “*Deliverables*” means the tangible materials created by or on behalf LinenMaster for and delivered to Customer in the course and scope of performing Marketing Services.

1.4 “*Marketing Services*” means the internet marketing services set forth in the Order, including, as applicable, pay-per-click (PPC) advertising creation, customization, search engine marketing (SEM) management, search engine optimization (SEO), social media management, local directly listing services, and e-mail marketing.

1.5 “**Lead**” means a prospective customer of restaurant linen services, medical linen services, uniform rentals, towel services, or mat services obtained through LinenMaster’s online tool for connecting such prospective customers with providers of such services.

1.6 “**Lead Generation Services**” means the provision of verified Leads to Customer.

1.7 “**Order**” means an ordering document (in the form and format provided by LinenMaster) that is executed by Customer, that describes the Services to be provided to Customer when accepted by LinenMaster.

1.8 “**SaaS Services**” means the current version of the LinenMaster, LinenHelper, or CurtainMaster software as made available by LinenMaster to Customer 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 thereto that LinenMaster makes available for general release at no additional charge to its subscribers.

1.9 “**Services**” means, the Marketing Services, Lead Generation Services, and SaaS Services.

1.10 “**Service Term**” means the time set forth in the Order during which LinenMaster will provide a particular Service.

1.11 “**Territory**” the territory indicated on an Order in which Customer will receive exclusive or semi-exclusive leads.

**2 Services.** To the extent selected on the Order Form, LinenMaster shall provide one (1) or more of the Services set forth below.

**2.1 Marketing Services.** Subject to the terms and conditions of this Agreement, during the Service Term, LinenMaster will provide the Marketing Services as set forth in Order. As part of the Marketing Services, LinenMaster will assist Customer in tracking marketing campaigns not provided by LinenMaster including offline advertising. Customer acknowledges and agrees that LinenMaster does not provide or manage such third party marketing campaigns, and that LinenMaster disclaims any and all warranties and liabilities with respect to such third party marketing campaigns.

**2.2 Lead Generation Services.** Subject to the terms and conditions of this Agreement, LinenMaster will provide the Lead Generation Services as set forth in Order.

(a) **Screening Leads.** After LinenMaster receives a Lead, LinenMaster will use commercially reasonable efforts to verify the validity of the Lead, including, the identification and verification of the contact information.

(b) **Communicating with Leads.** Customer acknowledges and agrees that Customer is solely responsible and liable for its and its personnel’s act and omissions with respect to any Lead, including without limitation, compliance with applicable laws with respect to communicating with Leads. Customer agrees only to communicate with Leads for the purpose set forth under this Agreement. Customer, and any persons or third parties communicating with Leads on Customer’s behalf will strictly comply with all applicable international, national, and state laws and regulations in its communications with any Leads, including, without limitation, the Controlling the Assault of Non-Solicited Pornography and Marketing (CAN-SPAM) Act, the Telephone Consumer Protection Act, the Telemarketing Sales Rule, and the Federal Trade Commission’s truth in advertising guidelines.

(c) **Exclusivity of Leads.** Where indicated on an Order, Leads will be provided to Customer on an exclusive or “semi-exclusive” basis with respect to the Business and Territory identified in the Order. “Semi-exclusive” means LinenMaster may provide such lead only to one other linen supply or uniform service business in the same Business or Territory as Customer for semi-exclusive leads.

**2.3 SaaS Services.**

(a) **Subscription Right.** Subject to the terms and conditions of this Agreement, LinenMaster grants to Customer during the Service Term: (i) a non-exclusive, non-transferable, non-assignable limited right to access, view and use the SaaS Services set forth in an Order; and (ii) a limited license to download, install and operate any downloadable portion of the Software set forth in an Order, in each case, solely for purposes of serving the internal needs of Customer's business, including production and/or generation of output reports to be utilized by customers of Customer. Subject to the terms and conditions of this Agreement, LinenMaster also grants to Customer during the Service Term 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 Customer (collectively, "**Documentation**") solely for purposes of Customer's use and operation of the SaaS Services and Software.

(b) **Credentials.** In order to use the SaaS Services, Customer must obtain a password from LinenMaster and use certain credentials (e.g., email address or user or organization name) (collectively, the "**Credentials**"). Customer represents and warrants that: (i) all required registration information Customer submits is truthful and accurate, and Customer 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 Customer's Credentials to access the SaaS Services or Software; 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 Customer's Credentials. Customer agrees to notify LinenMaster immediately in writing by email to support@linenmaster.com of any unauthorized use of Customer'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 Customer's Credentials, Customer's disclosure of Customer's Credentials, or the use of Customer's Credentials by another person. Customer may permit other persons who are engaged by Customer as employees or contractors to use the SaaS Services and may permit Customer's customers and customers' employees and contractors to use the SaaS Services and such users shall be expressly noted as authorized by Customer ("**Authorized Users**"); provided, that such use is subject at all times to the terms and conditions of this Agreement and Customer shall be solely and exclusively liable for all Authorized Users' acts and omissions.

(c) **Restrictions.** Customer shall not, and shall not permit others to: (i) 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 Services or create derivative works of the SaaS Services, Software, or Documentation; (ii) rent, lease, or sublicense the SaaS Services, Software, or Documentation or otherwise provide unauthorized access thereto; (iii) circumvent or disable any technological or security features or measures in the SaaS Services or Software, or (iv) use the SaaS Services or Software for any reason other than as expressly permitted by this Agreement or use the SaaS Services or Software to violate the rights of others, or in any way that could harm the SaaS Services or impair any other person's use of it. In addition, Customer agrees not to: (1) upload, transmit, or distribute to or through the SaaS Services or Software any computer viruses, worms, malicious code, or any software that could damage or alter a computer system or data; (2) send through the SaaS Services or software 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; (3) use the SaaS Services or Software to harvest, collect, gather or assemble information or data regarding other users, including e-mail addresses, without their consent; (4) interfere with, disrupt, or create an undue burden on servers or networks connected to the SaaS Services or Software, or violate the regulations, policies or procedures of such networks; (5) attempt to probe, scan, or test the vulnerability of the SaaS Services or Software, 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 Services (or to other computer systems or networks connected to or used together with the SaaS Services), whether through password mining or any other means; (6) harass or interfere with any other user's use and enjoyment of the SaaS Services; or (7) use any data mining, scraping, robots, or use any similar extraction software or automated agents or scripts in the SaaS Services (including to produce multiple accounts on the SaaS Services, or to generate automated searches, requests, or queries to (or to strip, scrape, or mine data from) the SaaS Services).

(d) **Acceptable Use.** Customer shall provide commercially reasonable information and assistance to LinenMaster to enable LinenMaster to deliver the SaaS Services. Customer shall comply with all applicable laws and regulations in connection with its use of the SaaS Services and Software, including those related to data privacy, and the transmission of technical or personal data. Customer 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. Customer shall be solely responsible for its own acts and omissions and the acts and omissions of its customers and other Authorized Users. As between LinenMaster and Customer, Customer

is solely responsible for all Customer Data stored on or processed through the SaaS Services, and for ensuring that the Customer 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 Customer discovers any Customer Data that Customer provided is unlawful, contains errors, or otherwise violates the provisions of this Agreement, Customer shall promptly remove or correct such Customer Data. As between the parties hereto, Customer 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. Customer acknowledges and agrees that LinenMaster has no obligation to monitor Customer's access to or use of the SaaS Services or of the content of Customer's and its Authorized Users' communications or data transmitted through the SaaS Services, but LinenMaster has the right to do so for the purpose of operating the SaaS Services, to ensure Customer'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 Services, at any time with or without notice, in the event of a threat to the security or technical integrity of the SaaS Services, or if LinenMaster suspects Customer or its Authorized Users have breached this Agreement. Customer is responsible for selecting an Authorized User who is qualified to operate the SaaS Services on its equipment and is familiar with the information, calculations, and reports that serve as input and output of the SaaS Services. 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 Services, or any support beyond the services set forth in Section 2.3(g).

(e) **Availability.** LinenMaster uses commercially reasonable efforts to make the SaaS Services available to the Customer (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 Services will be continuously available or that access to the SaaS Services will be free from interruption. Customer assumes all risks associated with any such unavailability or interruption of the SaaS Services.

(f) **Hardware/Software.** LinenMaster has no responsibility under this Agreement, and Customer is solely responsible, for obtaining, providing or supporting computer or telecommunications equipment or software or services necessary for Customer 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.

(g) **Support and Training.**

(i) During the Service Term set forth on the applicable Order with Customer, LinenMaster agrees to provide, without additional charge, the support services identified below.

(A) Email and telephone support for SaaS Services 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 Services (provided solely at LinenMaster's discretion).

(ii) 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. Customer 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 Customer with access to such receipts, ledgers, and other records as may be reasonably appropriate for Customer to verify the amount and nature of any such travel expenses.

(iii) Any upgrades or updates to the SaaS Services provided by LinenMaster (in LinenMaster's sole discretion) may modify or delete certain features or functionality. Customer 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 Services 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, Customer shall use such new product subject to then-current terms provided by LinenMaster.

**2.4 Text Communications.** By registering for the Services and providing Customer's telephone number, Customer 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 Customer (such as, announcement of upcoming feature releases). Customer does not need to provide this consent to purchase any of the services or products. However, Customer acknowledges that opting out of receiving text (SMS) messages may impact Customer's experience with Services that rely on communications via text (SMS) messages. Data obtained from Customer 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 Customer in accordance with this Agreement and to provide the Services. Customer may opt-out of receiving text (SMS) messages at any time by replying "STOP" to the text message received by Customer from LinenMaster or by contacting LinenMaster as set forth in this Agreement. Customer represents and warrants that it is the account holder for the mobile telephone number(s) that Customer provides to opt in to receive text messages, and Customer 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 Customer from LinenMaster and to LinenMaster from Customer, as provided in Customer'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 Customer 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 Customer's knowledge or authorization. Frequency of text messages and notifications will vary depending upon the services Customer receives or Customer's transactions with LinenMaster. If Customer has any questions regarding LinenMaster's privacy practices, please read our Privacy Policy available at <https://linenmaster.com/privacy-policy/>. Customer 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 Customer's failure to immediately notify LinenMaster if Customer 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 Services. Customer's receipt of text messages from LinenMaster may be terminated at any time in the event LinenMaster believes Customer is in breach of this Agreement or if Customer's mobile telephone service lapses or terminates.

**2.5 No Exclusivity.** Except as expressly set forth in Section 2.2(c), LinenMaster retains the right to perform the same or similar type of services for third parties during the Service Term.

### **3 Customer Responsibilities.**

**3.1 Customer Representatives.** Customer shall designate one or representatives, who will have the authority to act on behalf of Customer with respect to matters pertaining to this Agreement, including where applicable, participating in and review content creation and review.

**3.2 Customer Materials.** Provide copies of or access to Customer's information, documents, samples, products, or other material (collectively, "**Customer Materials**") as LinenMaster may request in order to carry out the Services in a timely manner, and ensure that they are complete and accurate in all material respects.

**3.3 Customer Response.** Customer shall response promptly to any LinenMaster request to provide direction, information, approvals, authorizations, or decisions that are reasonably necessary for LinenMaster to perform the Services in accordance with the requirements of this Agreement. LinenMaster is not responsible for any delay or failure to provide the Services caused directly, or indirectly, by Customer's failure to provide any direction, information, approvals, authorizations, or decisions.

## 4 Payment Terms.

4.1 **Fees.** Customers shall pay LinenMaster the Fees set forth on the applicable Order, if any. Except as otherwise set forth in an Order, the Fees are due no later than fifteen (15) days after the date of an invoice. Subscriber shall pay interest on all amounts not paid when due at a rate of one and one-half percent (1.5%) per month or the maximum rate allowed by law, whichever is less, from the due date until paid in full. LinenMaster may suspend provision of the Services, including Customer's and/or its Authorized Users' access to the SaaS Services for so long as any undisputed amounts due are delinquent. All payments made by Customer, including pre-paid fees, are non-refundable, and Customer acknowledges and agrees that LinenMaster shall have no liability or responsibility to refund Customer any amounts Customer has already paid.

4.2 **Expenses.** Customer shall reimburse LinenMaster for all customary travel and living expenses incurred by LinenMaster personnel in performing Services, if any, in accordance with Customer's travel policy provided to LinenMaster in advance.

4.3 **Taxes.** Customer 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 receipt of the Services, exclusive of taxes based on LinenMaster's income. Customer agrees to pay any such taxes as they fall due to LinenMaster for remittance to the appropriate authority. Customer agrees to indemnify and hold harmless LinenMaster from all claims and liability arising from Customer's failure to report or pay such taxes.

## 5 Proprietary Rights.

### 5.1 Deliverables.

(a) Upon full and final payment of all Fees for Marketing Services, Customer is and shall be, the sole and exclusive owner of all right, title, and interest in and to all Deliverables. LinenMaster acknowledges that with respect to any copyrights in any Deliverables that may qualify as "work made for hire" as defined in 17 U.S.C. § 101, Customer shall own the copyrights in such Deliverables as a "work made for hire" for Customer. With respect to any of the Deliverables that do not constitute a "work made for hire," upon full and final payment of all Fees for Marketing Services, LinenMaster hereby assigns to irrevocably assign to Customer, in each case without additional consideration, all right, title, and interest in and to the Deliverables.

(b) In the course of providing the Marketing Services, LinenMaster may certain pre-existing materials in each case developed or acquired by LinenMaster prior to the commencement or independently of this Agreement (collectively, the "**Pre-Existing Materials**"). LinenMaster and its licensors are, and shall remain, the sole and exclusive owners of all right, title, and interest in and to the Pre-Existing Materials, including all intellectual property therein. Subject to the terms and condition of this Agreement, LinenMaster hereby grants a perpetual, limited, royalty-free, non-transferable, non-sublicensable worldwide license to use, perform, display, execute, reproduce, distribute, transmit, import, and make, any Pre-Existing Materials to the extent incorporated in, combined with or otherwise necessary for the use of the Deliverables solely to the extent reasonably required in connection with Customer's receipt or use of the Marketing Services and Deliverables]. All other rights in and to the Pre-Existing Materials are expressly reserved by LinenMaster.

5.2 **Reservation of Right.** This Agreement does not provide Customer with title or ownership of the Pre-existing Materials, Services, Software, Site or Documentation (collectively "**LinenMaster IP**"). Notwithstanding any other provision in this Agreement, as between LinenMaster and Customer, LinenMaster exclusively owns all right, title and interest in and to the LinenMaster IP 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 Customer under this Agreement. To the extent of any right, title or interest in or to any of the foregoing inuring to Customer therein (other than the limited right of use expressly provided for herein), Customer 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.

5.3 **License to Customer Data and Customer Materials.** As between LinenMaster and Customer, Customer owns all intellectual property and other proprietary rights in and to the Customer Data and Customer Materials. Customer hereby grants to LinenMaster a non-exclusive, royalty-free, worldwide license to reproduce, distribute, and otherwise use and display the Customer Data and Customer Materials and perform all acts with respect to the Customer Data and Customer Materials as may be necessary for LinenMaster to provide the Services or any other services contemplated hereunder to Customer; 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. All goodwill arising out of the use of Customer's trademarks contained in Customer Materials shall inure to the benefit of Customer. Customer acknowledges and agrees that LinenMaster may: (a) collect, use, access, modify, audit, reproduce, delete or remove any Customer 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 Customer's compliance with this Agreement and any applicable laws or regulations; and (b) use cookies, pixels and web beacons in connection with Customer Data as necessary to facilitate the provision of the SaaS Service and as set forth in LinenMaster's Privacy Policy.

5.4 **Anonymized Data.** Customer hereby agrees that LinenMaster has the right to de-identify and/or aggregate Customer 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 Customer or Customer Data as the source of the data. Customer 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 Customer 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.

5.5 **Feedback.** If Customer or any Authorized User provides LinenMaster with any feedback or suggestions regarding the Services or any other LinenMaster products or services ("**Feedback**"), Customer 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.

5.6 **Residual Knowledge.** It is mutually acknowledged that, during the normal course of its dealings with Customer 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 Customer shall not assert against LinenMaster or its personnel any prohibition or restraint from so doing.

5.7 **Third Party Materials.** Except as otherwise specifically agreed herein, Customer'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 Customer shall be solely responsible for its obligations with respect thereto.

## 6 **Confidential Information; Data Processing.**

6.1 **Confidentiality.** 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).

6.2 **Data Processing.** Each party will comply with the terms and conditions of the Data Processing Addendum, available at [https://linenmaster.com/wp-content/uploads/2024/11/Data-Processing-Agreement\\_2024.pdf](https://linenmaster.com/wp-content/uploads/2024/11/Data-Processing-Agreement_2024.pdf)

6.3 , in its provision, or receipt, of the Services.

## 7 **Indemnification.**

7.1 **Customer Indemnity.** Customer 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) based on an allegation the Customer Data, including without limitation if any use of the Customer 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 Customer's or any Authorized User's (i) actual or alleged breach of this Agreement, gross negligence or willful misconduct; (ii) use of the Services or Deliverables in a manner not authorized by this Agreement; (iii) communication with any Lead; or (iv) use of the Services or Deliverables in combination with data, software, hardware, equipment or technology not provided by LinenMaster or authorized by LinenMaster in advance and in writing; provided that Customer 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 Customer's cost) or to participate in the defense thereof by counsel of its own choice.

7.2 **IP Claims.** If Customer's use of the Services or Deliverables 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 Customer the right to continue using the affected Services or Deliverables as set forth hereunder; (b) replace or modify all or any component of the affected Services or Deliverables 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 Customer's subscription and repay to Customer, on a pro-rated basis, any subscription fees and charges Customer 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 Customer alleging that the any portion of the Services or Deliverables 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 Customer in connection therewith, provided that (a) Customer 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) Customer 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 Customer; (ii) modification of any component of the Services or Deliverables by anyone other than LinenMaster; (iii) the combination, operation or use of the Services or Deliverables with other hardware or software where the Services or Deliverables would not by themselves be infringing; or (iv) breach or non-compliance

with this Agreement by Customer. This Section 7.2 states LinenMaster's sole, exclusive and entire liability to Customer and constitutes Customer's sole remedy with respect to an IP Claim.

## **8 Limitation of Warranties.**

THE SERVICES AND DELIVERABLES (INCLUDING THE SITE, THE SOFTWARE, THE DOCUMENTATION, AND EACH OF ITS OTHER COMPONENTS OR RELATED SERVICES) ARE 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 SERVICES OR DELIVERABLES (INCLUDING THEIR COMPONENTS AND RELATED SERVICES), OR ANY PRODUCTS OR RESULTS OF THE USE THEREOF, WILL MEET CUSTOMER'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 Customer is solely responsible for: (i) Customer data, including the accuracy, legality, and quality therein; and (ii) any obligations of Customer with respect to its clients and customers.

## **9 Limitation of Liability.**

9.1 **Damages Cap.** 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 CUSTOMER 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.

9.2 **Consequential Damages.** 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, SOFTWARE OR DELIVERABLES; (c) LOSS, DAMAGE, CORRUPTION OR RECOVERY OF DATA, OR BREACH OF DATA OR OF 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.

9.3 **Time Limit on Claims.** ANY CAUSE OF ACTION OR CLAIM CUSTOMER 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.

## 10 Termination.

10.1 **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 ninety (90) 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 Customer is overdue and unpaid, Customer shall have five (5) days during which to cure such non-payment.

10.2 **Effect of Termination.** Upon expiration or termination of this Agreement for any reason, all (a) rights granted to Customer under this Agreement will terminate and revert to LinenMaster; and (b) upon expiration or termination of this Agreement for any reason, Customer 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 Customer's information technology systems. Upon request, LinenMaster agrees to provide to the Customer the Customer 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 Customer Data. Except as otherwise expressly set forth in this Agreement, no part of the Fees shall be refunded to Customer. No expiration or termination will affect Customer's obligation to pay all Fees that may have become due before such expiration or termination. The obligations under Sections 4, 5, 6, 7, 8, 9, 10 and 11 shall survive the termination of this Agreement.

## 11 Miscellaneous.

11.1 **Arbitration.** Customer agrees that for any dispute arising out of or relating in any way to Customer's use of the Services or this Agreement, such claim will be resolved exclusively by confidential, binding arbitration; provided that, to the extent Customer has in any manner violated or threatened to violate LinenMaster's intellectual property rights or Customer'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 11.2.

11.2 **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.

11.3 **Injunctive Relief.** Customer acknowledges that, in the event of a breach or threatened breach of any provision of Sections 2.3(a), 2.3(c), 2.3(d), 6, 8, and the first sentence of Section 10.2, 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.

**11.4 Electronic Communications.** The communications between Customer and LinenMaster may use electronic means, whether LinenMaster posts notices on the Site or communicates with Customers via email. For contractual purposes, Customer (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 Customer electronically satisfy any legal requirement that such communications would satisfy if it were to be in a hardcopy writing. The foregoing does not affect non-waivable rights.

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

**11.6 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 Customer and LinenMaster or any employee or agent of LinenMaster. This Agreement is an agreement between the Customer and LinenMaster, and confers no rights upon either party's employees, agents, contractors, partners of customers or upon any other person.

**11.7 Force Majeure.** In no event shall LinenMaster be liable to Customer 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 of 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.

**11.8 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.

**11.9 No Assignment.** Customer 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 upon and inures to the benefit of the parties hereto and their respective successors and permitted assigns.

**11.10 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.

**11.11 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. Customer 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. Customer 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 Customer's sole responsibility to ensure that Customer's use complies with all applicable laws.

11.12 **Entire Agreement.** The Agreement (together with any documents referred to or incorporated herein by reference) is the complete agreement between Customer and LinenMaster, the exclusive statement of LinenMaster's obligations and responsibilities to Customer, and supersedes any other agreement, proposal, representation or other communication (written and oral) by or on behalf of LinenMaster with respect to Customer 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."