

Terms & Conditions

Acceptance of the Site Terms

Please read the following Site Terms & Conditions carefully. Your use of this site at www.RevoLaze.com, and all sites provided by or on behalf of RevoLaze, LLC ("RevoLaze"), including but not limited to www.RevoLaze.com, www.carbonlaze.com and www.LightLaze.com, (collectively, the "Sites"), are governed by these Site Terms & Conditions and any amendments thereto that RevoLaze may publish from time to time (the "Site Terms"). The Site Terms set forth the terms and conditions that apply to your use of the Sites and materials offered thereon (together with any successor web site(s), collectively, the "Service") which are offered to you by RevoLaze. You also represent and warrant that you are legally authorized to use the Sites. If you do not agree to the Site Terms, please do not use the Sites. **BY USING THE SITES, YOU AGREE TO THE TERMS OF THE SITE TERMS JUST AS IF YOU HAD SIGNED AN AGREEMENT, WHICH THE SITE TERMS ARE. IF YOU DO NOT AGREE TO BE BOUND BY THE SITE TERMS, PLEASE DO NOT USE THE SERVICE. USE OF THE SERVICE SIGNIFIES YOUR CONSENT TO THE SITE TERMS AND THE PRIVACY POLICY. Please review RevoLaze's Privacy Policy.**

RevoLaze reserves the right to change the Site Terms from time to time. We encourage you to bookmark this page and to periodically review it to ensure familiarity with the most current version of the Site Terms. You can determine when the Site Terms were last revised by referring to the "LAST UPDATED" legend at the top of this Site Terms. When using the Service, you agree that you are subject to any additional posted guidelines, rules, terms and conditions applicable to the Service, which are hereby incorporated by reference into the Site Terms.

The Site Terms are effective immediately upon your use of the Service.

RevoLaze grants you permission to use the Service subject to the restrictions in these Site Terms. Your use of the Sites is at your own risk, including the risk that you might be exposed to content that is offensive, indecent, inaccurate, objectionable, or otherwise inappropriate.

RevoLaze's Business

RevoLaze LLC is a US based technology firm dedicated to the creation and implementation of our patented laser scribing processes. Our processes help several industries; including the textile, automotive and building products industries, realize significant cost reductions, through enhancement and design flexibility.

RevoLaze's products and services include, among others, CarbonLaze™, available at www.carbonlaze.com. RevoLaze provides the Site for your perusal of its' technology and related information. The Sites also provide you with the option to submit or transmit, to, through, or in connection with the Sites, text, images, photos, graphics files and all other forms of data or communication in connection with the Service, including various social media platforms ("Your Content").

Restrictions on Use

General. The Service is a computer online service. It is accessible to you through a personal computer, tablet, smart phone or other access device at the Sites domains (including but not limited to www.RevoLaze.com www.carbonlaze.com and www.lightlaze.com) using a communications connection (e.g., internet service provider or modem and telephone line). As part of the Service, you may be provided with services that may include, without limitation, application forms, software applications, data, reports, scores, images, graphics files, and any applicable user manuals and any other services provided from time to time by RevoLaze to you, and computer services that RevoLaze may decide to offer, subject to the terms hereof. RevoLaze may, in its sole discretion, discontinue or alter any aspect of the Service, including, but not limited to, (i) restricting the time of availability, (ii) restricting the availability and/or scope of the Service for certain platforms (i.e., computer types and operating systems), (iii) restricting the amount of use permitted, and (iv) restricting or terminating your right to use all or part of the Service, at any time in RevoLaze's sole discretion and without prior notice or liability to you. You are responsible for all charges (e.g., telephone, internet service provider or airtime) associated with connecting to the Service. You are also responsible for obtaining or providing all telephone access lines, telephone and computer equipment, or other access device, necessary to access the Service. The Service is owned and operated by RevoLaze, LLC and contains material that is derived in whole or in part from material supplied and owned by RevoLaze, LLC and/or its suppliers and licensors. Such material is protected by copyright, trademark, patent, and other applicable laws. You may not modify, copy, reproduce, republish, upload, post, transmit, publicly display, prepare derivative works based on, or distribute in any way all or any part of the Service or any material from the Service. You may, however, subject to your compliance with this Site Terms, and solely for as long as you are permitted by RevoLaze to access and use the Service, download certain material from the Service provided you do not remove, alter, interfere with, or circumvent any copyright, trademark, patent, or other proprietary notices, or any digital rights management mechanism, device or other content protection or access control measure associate with the Sites, and use the material in accordance with all restrictions applicable to your use of the Sites in general.

By choosing to access the Sites via the internet, you hereby consent to receive by electronic means the Site Terms and any and all disclosures, communications and/or notices required to be given by applicable law or regulation. You also consent to allow RevoLaze to respond to any inquiries by e-mail regardless of the format of the original inquiry.

Rules and Guidelines

You may be required to provide certain information about yourself in order to utilize certain content available on the Sites. You agree to provide true, accurate and complete information about yourself, and to update this information should it change. If you provide any information that is untrue or inaccurate, not current, or incomplete, or if RevoLaze suspects that your information is untrue or inaccurate, not current, or incomplete RevoLaze may, in its sole discretion, suspend or terminate your current or future access to the Service. Any personally identifiable information supplied hereunder will be subject to the terms of RevoLaze's Privacy Policy. RevoLaze reserves the right to change the nature of this relationship at any time.

Should you select a password that allows you to access certain parts of the Service, you will be solely responsible for maintaining the confidentiality of the password and your account information, and will be fully responsible for all activities that occur under your password or account. You agree that you will immediately notify RevoLaze of any unauthorized use of your password or account, or any other breach of security, and that you will log off the Service at the end of each session to prevent fraud on your account by third parties.

RevoLaze may make use of browser-based cookies on any computer or device from which you access the Service. These cookies may be used to enable particular website functionality, to provide analytical information, to store personal preferences or other user based information. These cookies may be session based, persistent cookies, or essential cookies that assist in authentication. Please see RevoLaze's Privacy Policy for information about cookies. When you revisit the Service, this cookie may enable us to recognize you and provide you with direct access to information without requiring you to retype any password or other user identification. You are responsible for updating and maintaining the truth and accuracy of the information you provide to us relating to your account.

You are also responsible for maintaining the confidentiality of your account and password and for restricting access to your computer or mobile device. Users of public or shared computers or unprotected mobile devices should log out at the completion of each visit to the Service. If you find that you are a victim of identity theft and it involves a RevoLaze account, you should notify customer service at info@RevoLaze.com or info@carbonlaze.com. You should report this instance to all your credit card issuers, as well as your local law enforcement agency. RevoLaze reserves the right to place any account on hold anytime with or without notification to the subscriber in order to protect itself and its partners from what it believes to be fraudulent activity.

All customer support for the Service will be conducted solely online and/or via email at info@RevoLaze.com or info@carbonlaze.com.

Your access to or use of the Service may require your use of a media player or other application that is not provided by RevoLaze. Your use of such media player or other application will be governed by the license agreement accompanying the same, and you agree to comply with all of the terms and conditions of such license agreement. Please note that RevoLaze is not responsible or liable for your use of such third party applications.

If the Service provides links or pointers to other websites, you should not infer or assume that RevoLaze operates, controls, or is otherwise connected with these websites. When you click on a link within the Service, we will not warn you that you have left Sites www.RevoLaze.com, www.carbonlaze.com, or www.lightlaze.com and are subject to the terms and conditions (including privacy policies) of the destination website. In some cases, it may be less obvious than others that you have left www.RevoLaze.com, www.carbonlaze.com or www.lightlaze.com and reached another website. Please be careful to read the terms of use and privacy policy of any website before you provide any confidential information or engage in any transactions. You should not rely on this Site Terms for another website. RevoLaze is not responsible for the content or practices of any website other than the Service, even if it links to the Service and even if the website is operated by a company affiliated or otherwise connected with RevoLaze. By using the Service, you acknowledge and agree that RevoLaze is not responsible or liable to you for any content or other materials hosted and served from any website other than the Service.

RevoLaze takes no responsibility for advertisements or any third party material posted on the Sites, nor does it take any responsibility for the products or services provided by advertisers. Any dealings you have with advertisers and others found while using the Service are between you and the advertiser/other, and you agree that RevoLaze is not liable for any loss or claim that you may have against an advertiser/other.

You authorize us to use information you provide to us for the purpose of providing the Service. RevoLaze may use such information to display, distribute, and create new material incorporating such information. By submitting information, you represent that you are the owner of the information and are entitled to disclose it to RevoLaze for use for this purpose, without any obligation by RevoLaze to pay any fees or other limitations and without any particular time limit.

Confidentiality Of Your Graphics Files

The file is maintained on the server long enough for the user to have the option to download it successfully, and then it is automatically deleted. RevoLaze administrators do not have access to the file itself, only file characteristics, such as file size, image size, DPI, but nothing viewable such as a thumbnail or representative image. All rights and ownership to the file remain with the uploader / downloader of said file, so long as users adhere to the user agreement and only upload content they have permission or legal right to upload and use.

Copyrights

The "pages" or documents on the Sites, or portions thereof, including but not limited to all text, graphics, software, and other files, as well as their selection and arrangement, (collectively, the "RevoLaze Content") are the property of RevoLaze. All such content is presented as a service to clients of RevoLaze and may not be copied, distributed, republished, framed, licensed, sublicensed, downloaded, displayed, posted, sold, resold, or transmitted, in any form or by any means, in whole or in part, without RevoLaze's prior written permission, except that such content may be viewed, downloaded, printed and distributed for your personal use or subject to the following conditions:

1. The RevoLaze Content may only be used for noncommercial purposes;
2. Any copy of the RevoLaze Content or portion thereof must include the following copyright notice: "Copyright 2018, RevoLaze LLC. All rights reserved" and must retain all other proprietary notices; and
3. The Transformed Files may be used by you without restriction, subject to the limitations on liability contained in the Site Terms.

Any other use of the RevoLaze Content from the Sites without prior written authorization of RevoLaze is prohibited. Any breach of the conditions herein will automatically terminate your permission to use the Sites and their content.

Trademarks

RevoLaze's trademarks and service marks include, but are not limited to, the following: REVOLAZE®, CARBONLAZE™ and LIGHTLAZE™. The trademarks and service marks may not be used or imitated, in or whole or in part, without RevoLaze's prior written authorization. In addition, all page headers, custom graphics, button icons and scripts are the trademarks, service marks, or trade dress of RevoLaze, and may not be used or imitated without prior written authorization of RevoLaze.

Patents

RevoLaze owns or controls patents in but not limited to the following countries: United States, Mexico, Canada, and China. Use of the Service shall not be considered a license to any of RevoLaze patents. Your use of Transformed Files does not grant any right or license under any RevoLaze patent. Any license under or to any RevoLaze patent in any jurisdiction must be based upon a written license agreement between you and RevoLaze. Contact RevoLaze at info@RevoLaze.com if you would like to negotiate to obtain a license under any RevoLaze patent or to learn more about the RevoLaze license program.

Agreement Regarding Proprietary Rights

You agree that you will not infringe upon any copyright, trademark, patent, or other proprietary right of RevoLaze or its partners or affiliates, that you will not copy the Sites in whole or in part except as expressly authorized herein, and that you will not decompile, reverse engineer, disassemble, or create derivative works of any work or software or other products or processes accessed through or on the Sites. You further agree not to access or provide access to the Sites by means other than the interface provided by RevoLaze for use in accessing the Sites, and not to use any data mining, robots, or similar data gathering and extraction methods in connection with the Sites. You agree to immediately cease and desist any and all uses of RevoLaze trademarks, content or other proprietary material upon request by RevoLaze.

Disclaimer Regarding Content, Product, and Service Information

All content on the Sites, including without limitation, all data, information, terminology and forms, is believed to be accurate. You, however, should independently evaluate the accuracy of the content and the suitability of any content, product, or service for your particular application and needs. Content and product specifications are subject to change without notice. In addition, RevoLaze reserves the right to make changes - without notification to users of the Sites and clients - that do not affect compliance with any applicable specification. RevoLaze does not guarantee that products or services listed on the Sites will be available at the time of your inquiry.

RevoLaze is under no obligation to enforce the Site Terms on your behalf against another user. While RevoLaze encourages you to let us know if you believe another user has violated the Site Terms, we reserve the right to investigate and take appropriate action at our sole discretion. If you believe that any content on the Service (including, without limitation, postings) violates any of the terms of this Site Terms, please send us a message to info@RevoLaze.com or info@carbonlaze.com about it. We will not respond to your message and reserve the right to take or refrain from taking any or all steps available to us once we receive any such message.

Links and Third Party Content

The Sites may from time to time contain links to other websites. These links do not constitute an endorsement, sponsorship or recommendation by RevoLaze - nor a responsibility for - the linked website or any content, services or products available on or through the linked website. The Sites also may contain material or information provided, posted or offered by third parties, including but not limited to advertisements. You agree that RevoLaze shall have no liability to you for any such third party material or information or for any goods, services, resources or content available through any third party or third party website, or for any harm related thereto.

User Conduct. You agree not to, and will not assist, encourage, or enable others to:

- disrupt or interfere with the security of, or otherwise cause harm to, the Sites, or any services, system resources, accounts, passwords, servers, or networks connected to or accessible through the Sites or affiliated or linked sites;
- disrupt or interfere with any other user's enjoyment of the Sites or affiliated or linked sites;
- upload, post, or otherwise transmit through the Sites any viruses or other harmful, disruptive or destructive files;
- promote a business or other commercial venture or event, or otherwise use the Service for commercial purposes, except as expressly permitted by RevoLaze;
- send bulk emails, surveys, or other mass messaging, whether commercial in nature or not;
- engage in keyword spamming, or otherwise attempt to manipulate the Service's search results or any third party website;
- use or attempt to use another's account, information, password, or system without authorization from RevoLaze;
- create or use a false identity;
- transmit through the Sites any message, data, information, text or other content that is unlawful, inaccurate, defamatory, obscene, pornographic, harassing, threatening, invasive of privacy or publicity rights, sexually or adult oriented, inflammatory, promotes hate or racism, or is otherwise objectionable;
- transmit through the Sites any message, data, information, text or other content that would constitute or encourage a criminal offense, violate any intellectual property or other proprietary right of any party, or otherwise create liability or violate any local, state, national or international law or regulation; and
- violate any applicable law.

Disclaimer of Warranties

THE SITE AND THE SERVICES, CONTENT AND TRANSFORMED FILES AVAILABLE THROUGH IT ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. YOU EXPRESSLY AGREE THAT USE OF THE SITE AND/OR ITS CONTENT IS AT YOUR SOLE RISK.

TO THE FULLEST EXTENT PERMISSIBLE PURSUANT TO APPLICABLE LAW, REVOLAZE, LLC DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED.

REVOLAZE DOES NOT MAKE ANY WARRANTY THAT THE SITES OR THEIR CONTENT WILL MEET YOUR REQUIREMENTS, OR THAT THE SITES OR THEIR CONTENT WILL BE UNINTERRUPTED, TIMELY, OR ERROR FREE, OR THAT DEFECTS, IF ANY, WILL BE CORRECTED; NOR DOES REVOLAZE MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SITES OR THEIR CONTENT OR AS TO THE ACCURACY OR RELIABILITY OF ANY INFORMATION OBTAINED THROUGH USE OF THE SITES OR THAT THE SITES OR THE SERVER THAT MAKES THEM AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS OR DESTRUCTIVE FILES.

YOU UNDERSTAND AND AGREE THAT ANY CONTENT AND/OR DATA DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SITES IS AT YOUR OWN DISCRETION AND RISK AND THAT YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF SUCH CONTENT AND/OR DATA.

NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM REVOLAZE OR VIA THE SITES SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED HEREIN.

YOU ACKNOWLEDGE THAT REVOLAZE DOES NOT CONTROL ANY INFORMATION, PRODUCTS OR SERVICES OFFERED BY THIRD PARTIES THROUGH THE SITES. REVOLAZE ASSUMES NO RESPONSIBILITY FOR AND MAKES NO WARRANTY OR REPRESENTATION AS TO THE ACCURACY, CURRENCY, COMPLETENESS, RELIABILITY OR USEFULNESS OF CONTENT, PRODUCTS OR SERVICES DISTRIBUTED OR MADE AVAILABLE BY SUCH THIRD PARTIES THROUGH THE SITES.

SOME JURISDICTIONS DO NOT ALLOW FOR THE EXCLUSION OF CERTAIN WARRANTIES OR CONDITIONS, SO SOME OF THE ABOVE EXCLUSIONS MAY NOT APPLY TO YOU.

Limitations of Liability

UNDER NO CIRCUMSTANCES, INCLUDING, WITHOUT LIMITATION, NEGLIGENCE, SHALL REVOLAZE OR ITS SUBSIDIARIES, AFFILIATES, OFFICERS, PARTNERS, DIRECTORS, EMPLOYEES, AGENTS, OR SUPPLIERS BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES ARISING FROM OR IN CONNECTION WITH THE USE OR THE INABILITY TO USE THE SITES OR ANY CONTENT CONTAINED ON THE SITES, OR ANY CONTENT, PRODUCTS OR SERVICES PROVIDED BY THIRD PARTIES, OR RESULTING FROM UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA, OR OTHER INFORMATION THAT IS SENT OR RECEIVED OR NOT SENT OR RECEIVED, INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, USE, DATA OR OTHER INTANGIBLES, EVEN IF YOUNG HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO SOME OF THE ABOVE MAY NOT APPLY TO YOU.

Indemnification

You agree to defend, indemnify, and hold harmless RevoLaze, its subsidiaries, affiliates, officers, partners, directors, employees, agents, and suppliers from and against any claim, demand, action, or damage, including reasonable attorney's fees, made or incurred by any third party arising out of or related to your use of the Sites, any content you transmit via the Sites, or your violation of the Site Terms, including, but not limited to (a) any material posted or otherwise provided by you that infringes any copyright, trademark, trade secret, trade dress, patent, or other intellectual property right of any person or defames any person or violates any rights of publicity or privacy, (b) any misrepresentation made by you in connection with your use of the Service; (c) any non-compliance by you with the terms and conditions of this Site Terms; and (d) claims brought by persons or entities other than the parties to this Site Terms arising from or related to your access and use of the Service, including the information obtained through the Service.

Privacy

It is RevoLaze's policy to respect the privacy of its users. For that reason, RevoLaze provides a privacy policy that explains what information we collect and how it is used. For more information, please see our privacy policy.

You agree that we may disclose personal information we collect from you if we have a good faith belief that we are required to do so by law or legal process, to respond to claims, to protect the rights, property or safety of RevoLaze or others, or as stated in our Privacy Policy.

Communications with RevoLaze

Except as otherwise addressed in our Privacy Policy, you agree that any communications you may have with RevoLaze, including without limitation, questions, comments, suggestions, ideas, drawings, images, videos, reviews, commentary, original material and information, are non-confidential and shall become the sole property of RevoLaze upon transmission of such communications to RevoLaze via e-mail or other means. RevoLaze shall acquire and own without need for any other writing the exclusive rights to such communications, and shall be entitled to their unrestricted use for any purpose, commercial or otherwise, including the right to modify, change and create derivative works of such communications, without acknowledgement or compensation to you. You agree that RevoLaze may contact you by email or otherwise.

Changes to These Site Terms

RevoLaze may change these Site Terms from time to time, and reserves the right to do so. We need not inform you of changes to the Site Terms. Your continued use of the Site after we have posted any such changes to the Site Terms constitutes your acceptance of any such changes.

Changes to the Sites

RevoLaze may, in its sole discretion, terminate, change, suspend or discontinue any aspect of the Sites or any services offered via the Sites, temporarily or permanently, without notice to you, and you agree that RevoLaze shall not be liable there for.

Termination

RevoLaze reserves the right to terminate your ability to use the Sites, and to block or otherwise prevent your future access to and use of the Sites, with or without notice to you, and at sole discretion of RevoLaze. You agree that RevoLaze shall not be liable for any termination of your use of or access to the Sites, or for any harm caused thereby. In the event of any termination or your use of or access to the Sites, you agree that the provisions regarding Agreement Regarding Proprietary Rights, Product Purchases, Disclaimer of Warranties, Limitations of Liability, Privacy, Indemnification, Termination, Applicable Law and General shall survive any such termination.

U.S. Government Restricted Rights

The content on the Sites is provided to government users with no greater than "Restricted Rights" as set forth in applicable laws and regulations, and use, duplication or disclosure by the government is subject to such restrictions. Use of the content on the Sites constitutes acknowledgement of RevoLaze's proprietary rights in such content.

International Users

The Sites are controlled, operated and administered by RevoLaze from its offices within the United States of America. RevoLaze makes no representation that the materials or content available through the Sites are appropriate or available for use at other locations outside the United States and access to them from territories where their content is illegal or is prohibited. You may not use the Service or export the content in violation of U.S. export laws and regulations. If you access the Sites from a location outside the United States, you are responsible for compliance with all local laws.

Notice of Infringement

If, as a result of your use of the Sites, you believe that any content of the Sites or use or operation of the Sites infringes any patent, trademark, copyright or other intellectual property right that you own or control, then you agree to provide written notice to RevoLaze prior to the commencement of any legal action. Such notice shall be sent to:

RevoLaze, LLC
Attention: Chief Executive Officer
31000 Viking Parkway
Westlake, OH 44145

Applicable Law and Dispute Resolution

These Site Terms shall be governed by and construed in accordance with the laws of the State of Ohio, U.S.A. without giving effect to its conflict of law's provisions. Except as otherwise provided in the following paragraphs, you agree to submit to the personal and exclusive jurisdiction and venue of the courts located within Cuyahoga County, Ohio, U.S.A. You agree that any claim or cause of action arising out of or related to these Site Terms or to any Site use must commence within one year after the claim or cause of action arose; otherwise such claim or cause of action is permanently barred, regardless of any statute of limitations to the contrary.

All disputes arising under or relating to this Site Terms shall be settled by arbitration administered by the American Arbitration Association under its Commercial Arbitration Rules and Supplementary Procedures for Consumer-Related Disputes ("Supplementary Procedures"), as amended by the terms of the Site Terms. The Supplementary Procedures are available online at www.adr.org (click on the link labeled "Rules," and then click on the link labeled "Supplementary Procedures for Consumer-Related Disputes"). To the extent that the arbitrator deems reasonable, the arbitrator shall conduct hearings, if any, by teleconference or videoconference, rather than by personal appearances. In the event that any in-person appearances are required by the arbitrator, such appearances shall be held in Westlake, OH U.S.A. The arbitrator's decision shall be based upon the laws of the State of Ohio, without giving effect to any principles of conflicts of law. Arbitration proceedings shall be confidential, and shall be conducted in a manner that preserves such confidentiality. The arbitrator's decision shall follow the plain meaning of the relevant documents and shall be final, binding and non-appealable. The award rendered by the arbitrator may be confirmed and enforced in any court having competent jurisdiction thereof, and you agree that federal and state courts in Cuyahoga County in the State of Ohio shall have such jurisdiction. The foregoing shall not preclude RevoLaze from seeking any injunctive relief in a court of law or equity for protection of its intellectual property rights (including the rights of its licensors).

Arbitration shall proceed solely on an individual basis without the right for any claims to be arbitrated on a class action basis or on bases involving claims brought in a purported representative capacity on behalf of others. The arbitrator's authority to resolve and make written awards is limited to claims between you and RevoLaze alone. Claims may not be joined or consolidated unless agreed to in writing by all parties. No arbitration award or decision will have any preclusive effect as to issues or claims in any dispute with anyone who is not a named party to the arbitration. Notwithstanding any other provision in the Site Terms, and without waiving either party's right of appeal, if any portion of this "Class Action Waiver and Other Restrictions" provision is deemed invalid or unenforceable, then the entire Arbitration Provision (other than this sentence) shall not apply.

General

If any provision of this Site Terms shall be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from this Site Terms,

shall be enforced to the fullest extent allowed by law as to effect the intention of the parties, and shall not affect the validity and enforceability of any remaining provisions.

Any failure by RevoLaze to enforce or exercise any provision of the Site Terms or related right shall not constitute a waiver of that right or provision. The section titles used in the Site Terms are purely for convenience and carry with them no legal or contractual effect.

You acknowledge and agree that the warranty disclaimers and liability and remedy limitations in this Site Terms are material terms of this Site Terms and that they have been taken into account in the decision by RevoLaze to provide the Service hereunder.

You may not assign any of your rights, obligations or privileges hereunder without the prior, written consent of RevoLaze that may be withheld at RevoLaze's sole discretion. Any assignment of the foregoing other than as provided for in this section shall be null and void, ab initio.

This Site Terms constitute the entire agreement between you and RevoLaze with respect to the subject matter hereof, and supersede all prior or contemporaneous communications and proposals, whether oral or written, between you and RevoLaze with respect to such subject matter. No waiver of any provision or any right granted hereunder will be effective unless set forth in a written instrument signed by the waiving party. No waiver by either party of any breach or default hereunder shall be deemed a waiver of any subsequent breach or default.

The titles and subtitles used in this Site Terms are used for convenience only and are not to be considered in construing or interpreting this Site Terms.

You acknowledge that the provisions of this Site Terms are intended to inure to the benefit of entities affiliated with RevoLaze or licensors of RevoLaze or any of its affiliated entities as third party beneficiaries of this Site Terms or information providers of RevoLaze, its affiliated companies or its or their licensors and information providers shall be entitled to enforce such provisions against you.

Software Subscription Agreement

Terms and conditions of cloud-based hosted CarbonLaze™ software

This Subscription Agreement (“Agreement”) is between RevoLaze, Inc., a Delaware corporation having its principal place of business at 31000 Viking Parkway, Westlake, OH 44145 (“RevoLaze”), and (“Customer”), and covers services to be provided by or on behalf of RevoLaze to or for Customer pursuant to the terms hereof.

BY USING THE SERVICES, YOU AGREE TO THE TERMS OF THIS AGREEMENT JUST AS IF YOU HAD SIGNED IT. IF YOU DO NOT AGREE TO BE BOUND BY THE TERMS OF SERVICE, PLEASE DO NOT USE THE SERVICES. USE OF THE SERVICES SIGNIFIES YOUR CONSENT TO THIS AGREEMENT AND THE PRIVACY POLICY. Please review RevoLaze's Privacy Policy.

The Service's offerings are subscription-based services. If YOU decide to use the Services YOU will be required to register an account and pay a subscription fee. With respect to any such registration, we may refuse to grant YOU, and YOU may not use, a user name (or email address) or screen name that is already being used by someone else; that may be construed as impersonating another person; that belongs to another person; that violates the intellectual property or other rights of any person; that is offensive; or that RevoLaze rejects for any other reason in its sole discretion.

When YOU register to use the Services, YOU will be required to provide certain information about yourself. YOU agree to provide true, accurate and complete information about yourself, and to update this information should it change. If YOU provide any information that is untrue or inaccurate, not current, or incomplete, or if RevoLaze suspects that YOUR information is untrue or inaccurate, not current, or incomplete, RevoLaze may, in its sole discretion, suspend or terminate YOUR subscription and refuse current or future access to the Services. Any personally identifiable information supplied hereunder will be subject to the terms of our Privacy Policy. RevoLaze reserves the right to change the nature of this relationship at any time.

After registering an account on the Services, YOU will be sent a confirmation email containing confirmation link and a description of how to use Services. In order to activate YOUR account, YOU must click on that link and log-in to the Services. Passwords. Should YOU select a password that allows YOU to access certain parts of the Service, YOU will be solely responsible for maintaining the confidentiality of the password and YOUR account information, and will be fully responsible for all activities that occur under YOUR password or account. YOU agree that YOU will immediately notify RevoLaze of any unauthorized use of YOUR password or account, or any other breach of security, and that YOU will log off the Service at the end of each session to prevent fraud on YOUR account by third parties.

Conduct Required for Use of the Service. It is a condition of YOUR use of the Services that YOU do not: (i) restrict or inhibit any other user from using and enjoying the Services; (ii) post or transmit any unlawful, threatening, abusive, libelous, defamatory, obscene, vulgar, pornographic, profane, indecent or otherwise objectionable information of any kind, including without limitation, any images or other material depicting Nudity as herein defined; (iii) post or transmit comments containing harassing or offensive language, including sexual references, sexual nicknames, racial slurs, hate propaganda, hate mongering, swearing, or rude or deliberately offensive comments, or engage in disruptive activities online, including excessive use of scripts, sound waves, scrolling (repeating the same message over and over), or use of viruses, bots, robots, spiders, worms, Easter eggs, time bombs, spyware, Trojan horses or any other computer code, file, or program that is harmful or invasive or may or is intended to damage, interrupt, destroy, hijack or limit the functionality or the operation of, or to monitor the use of, any hardware, software or equipment; (iv) post or transmit any information, software or other material that is fraudulent or tortious or that violates or infringes the rights of others, including material that violates privacy or publicity rights, or infringes copyright, trademark or other proprietary rights, without first obtaining permission from the owner or right holder, including WAREZ (copyrighted material distributed without permission); (v) post or transmit any information, software or other material that contains a virus or other harmful component; (vi) post or transmit content that encourages or provides instructional activities about illegal activities, in particular hacking, cracking or phreaking; (vii) post, transmit or in any way exploit any information, software or other material for commercial purposes or that contains advertising, "junk mail," "spam," "chain letters," "pyramid schemes," investment opportunities or any other forms of solicitations; (viii) solicit other users to join, become members of, or contribute money to any online service or other organization, advocate or attempt to get users to join in legal or illegal schemes or plan or participate in scams involving other users; (ix) impersonate any person or entity or falsely state or otherwise misrepresent YOUR professional or other affiliation with any person or entity; (x) resell, redistribute, broadcast or transfer the information or use the information derived from the Service in a searchable, machine-readable database; (xi) use the Services to collect personally identifying information about users of the Services in violation of our Privacy Policy; (xii) disguise a file type to thwart RevoLaze's detection processes; (xiii) post or transmit any transmissions constituting or encouraging conduct that would constitute a criminal offense, give rise to civil liability or otherwise violate any local, state, national or international law; (xiv) attempt to gain unauthorized access to other computer systems or networks connected to the Services, (xv) remove any copyright, trademark or other proprietary rights notice from the Services or materials originating from the Service; or (xvi) frame or mirror any part of the Services without RevoLaze's express prior written consent which may be refused in RevoLaze's sole discretion. For the purposes of this Agreement, "Nudity" shall include, without limitation, images depicting persons with

unclothed genitalia or persons wearing transparent clothing over genitalia. YOU agree that YOU will not use the Services, including the information provided therein and all related equipment, networks and network devices (specifically including Internet access) for any unlawful purpose. RevoLaze, at its sole and absolute discretion, shall determine whether any information transmitted or received violates this provision. YOU may not use any Material in connection with any site or other use that contains or is associated with information or content prohibited by this section. Except as otherwise expressly permitted by this Agreement or under applicable law, YOU may not decompile, reverse engineer, disassemble or reduce any portion of the Services to a human-readable form, or attempt to do any of the above. In accordance with mandatory statutory rights, YOU may decompile any portion of the Services and use such decompiled portion if, and only to the extent that, such decompilation is necessary to obtain the information necessary for an independently created program to be interoperable with the relevant portion of the Services or with another program, and the information so obtained is not used for any other purpose; provided always that prior to such decompilation YOU have requested the relevant information in writing to RevoLaze and RevoLaze has not provided the information within one month of YOUR written request.

Background:

RevoLaze supplies proprietary software hosted on a remote server that Customer wishes to access based upon a computer network that will connect with an interface with RevoLaze's remotely located server.

Customer desires to obtain a service from RevoLaze that will enable Customer to access and use the RevoLaze proprietary software in a computer environment controlled by RevoLaze in accordance with the terms and conditions of this Agreement.

1.) CLOUD-BASED-HOSTED SOFTWARE, CarbonLaze (™)

RevoLaze will enable the functionality through a cloud-based hosted server environment (Services). Customer acknowledges that RevoLaze, LLC may outsource or utilize third parties to host the server on which the software and the Customer data is resident. This Agreement contemplates one or more orders for the Services, which orders are governed by the terms of this Agreement and will describe the Services ordered in more detail (these orders may be provided electronically online or via written order forms).

- Customer may allow its employees and contractors to access the Services solely in compliance with the terms of this Agreement, which access must be for the sole benefit of Customer.
- Customer is responsible for the compliance with this Agreement by its employees and contractors.
- Subject to Customer's compliance with the terms and conditions of this Agreement, RevoLaze shall provide the Services to Customer during the term hereof, including any renewal term(s).
- Customer acknowledges that the server reside at premises owned or controlled by RevoLaze and that certain uses of the Services may render the software inaccessible or may impair the performance of the software for Customer and/or RevoLaze's other customers. In the event of any such use by Customer, RevoLaze shall so notify Customer and Customer shall be obligated to put an immediate stop to such use. In the event of Customer's failure to put an immediate stop to such use, RevoLaze reserves the right to suspend the Service.

2.) USE OF SERVICES

a) RevoLaze Responsibilities

RevoLaze will (i) use commercially reasonable efforts to make the Services available, except for scheduled outages for maintenance, or unavailability caused by force majeure, (See Attachment A-1) (ii) to provide Customer with support for the Services as further detailed at: <http://www.carbonlaze.com/useragreements>, and (iii) to provide the security of customer's stored data.

Operational Support. A member of RevoLaze's client services support staff will be available during the hours of :00 am to 23:59 pm.

Error Investigation. In the event that the software become inaccessible or its operation deviates materially from the Documentation and such deviation can be replicated by Customer (each such occurrence, an "Error"), Customer shall give RevoLaze written notification of the Error, and in the case of Errors that are deviations from the Documentation, sufficient information to permit replication and analysis by RevoLaze. Upon receipt of notice from Customer of any Error, RevoLaze shall use commercially reasonable efforts to diagnose the cause of the Error. Upon completion of the diagnosis, RevoLaze shall advise Customer of the cause of the Error and shall use commercially reasonable efforts, without charge, to restore the Service or otherwise to correct or avoid the Error. The term "Error" shall not include, and RevoLaze shall have no obligation to resolve, any inaccessibility or deviation caused by any (a) use of the Assets other than in accordance with the documentation, (b) occurrence that is

attributable to an interface or link, or attempted interface or link, by Customer or on Customer's behalf between the software and any electronic assets not provided by RevoLaze, (c) misuse or incorrect use of the Services, or (d) malfunction of any equipment or any telecommunications services not under the control of RevoLaze.

Updates. RevoLaze reserves the right, as reasonably necessary or convenient for RevoLaze 's own purposes or to improve the quality of the Service, to change components of the software and access procedures and to implement other improvements to the Services. Whenever practicable, RevoLaze shall give Customer at least thirty (30) days advance notice of the scheduled implementation of any update to the Services.

Interruptions. Customer acknowledges and agrees that RevoLaze may interrupt the Services from time to time to resolve Errors and implement updates. Insofar as practicable, RevoLaze shall give Customer at least forty-eight (48) hours notice of any interruption.

In order to provide Customer with ease of access to Customer's account, RevoLaze may place a cookie (a small text file) on any computer or device from which Customer accesses the Services. Please see our Privacy Policy for information about cookies. When Customer revisits the Services, this cookie may enable RevoLaze to recognize Customer as the account holder and provide Customer with direct access to Customer's account without requiring Customer to retype any password or other user identification. Customer is responsible for updating and maintaining the truth and accuracy of the information Customer provides to us relating to Customer's account.

Data Security. RevoLaze acknowledges that the Services may be used by Customer to generate and/or store data that is mission-critical to Customer. Accordingly, RevoLaze will maintain conformance with industry standards of data security and will maintain a formal, comprehensive, data security program that includes reasonable security procedures and practices that are appropriate to the nature of the Customer data and are reasonably designed to (a) ensure the security, confidentiality and integrity of Customer data; (b) protect against threats or hazards to the security, confidentiality or integrity of Customer data; (c) prevent unauthorized access to, and destruction, use, modification and disclosure of Customer data, and (d) provide for prompt notice to Customer of any unauthorized access to any Customer data. Without limiting the foregoing, RevoLaze will maintain an uninterruptable power supply to the server and take commercially reasonable steps to assure adequate physical security of the server, including but not limited to: (i) maintaining fully redundant subsystems and compartmentalized security zones controlled by access controls and methods, (ii) assuring that all RevoLaze personnel, including its subcontractors, undergo adequate security screening prior to having access to Customer data or any Services accessed and used by Customer, (iii) establishing commercially reasonable security procedures that limit, to access that is required to enable RevoLaze to perform its obligations under

this Agreement, access to Customer data and Services that are accessed and used by Customer.

Compliance Audits. RevoLaze may at its own expense no more than once per calendar year audit Customer during Customer's normal business hours for the purpose of ensuring Customer's compliance with the terms and conditions of this Agreement. In the event an audit discloses a breach in Customer's compliance with the terms and conditions of this Agreement, RevoLaze may audit Customer more often than once per calendar year as necessary until such time as an audit indicates that Customer is in compliance with the terms and conditions of this Agreement. RevoLaze may choose an independent auditor to which Customer will have no reasonable objection. If the audit indicates there is a material breach in Customer's compliance with this Agreement, RevoLaze may immediately terminate this Agreement and pursue its legal remedies. If Customer does not cooperate with RevoLaze's request to audit for compliance, Customer shall be deemed to have conclusively admitted to a material breach in Customer's compliance for which RevoLaze may immediately terminate this Agreement without reimbursement.

b) Customer Responsibilities

Customer, (i) is solely responsible for the entry and quality of Customer data, (ii) shall use best efforts to prevent unauthorized access to the Services, and shall notify RevoLaze immediately of any unauthorized access or use, and (iii) shall use the Services only in accordance with its business requirements and applicable local and Federal law, regulation, rule and ordinance.

Customer *shall not* (i) sell, resell, rent or lease the Services, (ii) use the Services to store or transmit emails or documents infringing and person's property rights, unsolicited marketing emails, libelous or otherwise unlawful or tortuous material, or to store or transmit material in violation of third-party rights (including without limitation any privacy rights), (iii) interfere with or disrupt the integrity or performance of the Services, or (iv) attempt to gain unauthorized access to the Services or their related systems or networks.

Customer may request optional services not otherwise provided for in this Agreement at any time. Customer shall be charged for such services at a price as agreed upon by Customer and RevoLaze.

Customer acknowledges that it has read and understood the commitment to pay in full all Service fees due during the entire initial term of this Agreement, and Customer hereby agrees to pay any remaining balance of such fees in full on the effective date of any termination of this Agreement prior to Customer's payment of all such fees in full, except in the case of a termination of this Agreement by Customer because RevoLaze

has not performed any material obligation or has otherwise breached any material term of this Agreement and if curable, such nonperformance or breach has not been cured within the specified cure period.

Personal Information.

The parties acknowledge that in providing the Service, RevoLaze and/or its vendors and subcontractors may obtain or have access to, or otherwise store, process or transmit, Customer data that includes personally identifiable information of Customer, its employees, agents, officers, contractors, customers, potential and prospective customers, suppliers, and/or other persons, which information may include without limitation name, address, other contact information, financial account information, social security number, driver's license or non-driver identification card number, mother's maiden name, date of birth, passwords, biometrics, electronic serial number, personal identification number or code and/or any other account information and/or account activity information or other information or data that can be used for identity theft (even that which is not personally identifiable) and other sensitive information regarding such persons (collectively, "Personal Information"). Notwithstanding anything to the contrary, all Personal Information is and shall remain the sole and exclusive property of Customer and shall be deemed Customer's confidential information. RevoLaze agrees that (i) at all times during the term of this Agreement, including any renewal term(s) and thereafter, it will comply with its obligations under all Applicable Privacy and Data Security Laws (as defined below) in relation to Personal Information, (ii) it will not use or permit the use of Personal Information for any purpose other than for the purpose of performing the Services, and (iii) it will access, and permit access to, Personal Information on a need-to-know basis only. The term "Applicable Privacy and Data Security Laws" means all privacy, security and data protection laws, rules and regulations of any applicable jurisdiction applicable to privacy, security and protection of Personal Information, including the collection, processing, storage, protection and disclosure of Personal Information.

Customer shall: (i) obtain any necessary licenses, certificates, permits, approvals or other authorizations required by federal, state or local statute, law or regulation applicable to Customer's use of the Services; and (ii) limit use of the Services to Customer's registered employees who have been appropriately trained. Customer shall maintain the confidentiality of any usernames and passwords issued by RevoLaze and Customer shall not permit usernames or passwords to be shared among Customer's employees. RevoLaze may prohibit concurrent sessions with the same username and password

3.) PAYMENT TERMS

Based on the Services and configuration selected by the Customer at signup from <https://www.carbonlaze.com/accountmanagement/>, Customer shall pay all fees (US\$) with a credit card, via ACH or otherwise at service signup or upon receipt of an invoice from RevoLaze. If the credit card or ACH is not valid or accepted or the payment is not otherwise made, Customer shall pay the amount owed upon receipt of a notification or an invoice from RevoLaze. Failure to timely pay shall allow RevoLaze to suspend access to the Services and to terminate access to the Services. All amounts described herein are exclusive of all federal, state, municipal or other governmental excise, sales, value-added, use, personal property and occupational taxes, excises, withholding obligations and other levies now in force or enacted in the future and, accordingly, the amount of all payments hereunder is subject to an increase equal to the amount of any tax RevoLaze may be required to collect or pay in connection with the Services or related services other than any tax on the net income of RevoLaze.

By subscribing to the Services, Customer is expressly agreeing that RevoLaze is permitted to bill Customer a subscription fee, any applicable tax and any other charges Customer may incur in connection with Customer's use of the Services. As used in this Agreement, "billing" shall indicate a charge against Customer's credit card or other mode of payment ("Payment Method"). CUSTOMER REPRESENTS AND WARRANTS THAT CUSTOMER HAS THE LEGAL RIGHT TO USE THE PAYMENT METHOD CUSTOMER PROVIDES. The subscription fee will be billed at the beginning of YOUR subscription and monthly thereafter until Customer cancels Customer's subscription. RevoLaze will automatically bill Customer's Payment Method. All fees, taxes and charges are nonrefundable. There will be no refunds or credits for partially used periods, unless required by applicable law. If Customer wants to use a different Payment Method or if there is a change in Customer's credit card validity or expiration date, Customer shall advise RevoLaze in order to assure continued availability of the Services. If a charge to Customer's credit card is denied for any reason, RevoLaze shall have the right to terminate or suspend Customer's access to the Services.

a) Subscription Fees

- Due upon Customer approval of the Agreement and monthly thereafter for the term of the Agreement.
- Pro-Rated in Arrears (for new Providers added in a month)

b) Training

- Due upon Customer approval of the Agreement and monthly thereafter for the term of the Agreement.

c) Credit Card and ACH

Customer shall provide RevoLaze with current credit card or ACH information, and expressly authorizes RevoLaze to charge Customer's credit card or ACH account each month for an amount equal to Customer's then current balance. In the event that either:

- (i) Customer's credit card or ACH information changes,

(ii) Customer's credit card or ACH information expires, or

(iii) Customer is notified by RevoLaze of an unsuccessful attempt by RevoLaze to charge Customer's credit card or ACH account for Customer's monthly invoice total, then Customer shall update its account with valid credit card or ACH information as soon as possible, **but in no event later than 5 days after receipt of notice from RevoLaze** via email (using the current email address associated with the account). If the credit card number or ACH authorization is revoked, disputed or not valid for any reason (including without limitation expiration of a credit card), RevoLaze may suspend or terminate Customer's use of the Services (described more fully in Section 8 of this agreement) upon notice to Customer via email (using the current email address associated with the account).

d) Downloads Included in Monthly Subscription

12 downloads will be included in each monthly subscription and will be added into the user's account upon payment. These downloads will be available for use as long as the monthly account remains active. Should some or all of the free downloads in each respective month remain unused, those unused downloads will carry over into each subsequent month.

4.) WARRANTY/SERVICE LEVEL AGREEMENT and REMEDY

a) RevoLaze Limited Warranty (See attachment A-1)

Exclusive Remedy. In the event of any deviation by the Services, in any material respect, from the Documentation, the only liability of RevoLaze to Customer, and Customer's sole and exclusive remedy, shall be RevoLaze's performance of the support obligations set forth in Section A-1.

RevoLaze warrants to Customer, (i) that commercially reasonable efforts will be made to maintain the online availability of the Services (excluding scheduled outages), (ii) the functionality of the Services may change but will not materially deviate from the Documentation during a calendar month, and (iii) that the Customer support may change but will not materially deviate from the Documentation during any calendar month. A monthly usage/uptime audit report is available upon request from Customer no more than once per calendar month.

b) Limited Remedy and Disclaimer

Disclaimers. THE LIMITED WARRANTY SET FORTH HEREIN IS EXCLUSIVE AND IN LIEU OF, AND REVOLAZE HEREBY DISCLAIMS, ALL OTHER WARRANTIES, EXPRESS AND IMPLIED, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS OF THE SERVICES FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT. REVOLAZE DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE. IT

IS THE RESPONSIBILITY OF CUSTOMER TO EVALUATE THE ACCURACY, COMPLETENESS, OR USEFULNESS OF ALL DATA AND RESULTS GENERATED THROUGH THE USE OF THE SERVICE.

c) Compliance with Laws Warranty

Customer represents and warrants to RevoLaze that it will comply with all applicable federal, state and local laws, rules, regulations and ordinances regarding its performance under this Agreement.

5.) INFRINGEMENT

Infringement Claim. In the event of a claim that the Service or Customer's use of the Service in accordance with the terms of this Agreement infringes any proprietary right of any third party, RevoLaze shall have the option, at its own expense, to (a) obtain for Customer the right to continue using the Service, (b) replace the infringing item or modify it so that it becomes non-infringing, or (c) terminate the Service and refund to Customer a prorate portion of the Service fee paid by Customer that related to the unexpired portion of the then-current term.

Indemnification. RevoLaze shall indemnify, defend and hold Customer harmless from and against any and all damages awarded to any third party by a final, non-appealable decision by a court of competent jurisdiction as a result of any claim, demand, action or proceeding initiated by any third party based upon infringement of a patent, copyright, trade secret or other proprietary right as a result of Customer's use of the Service. Customer shall promptly notify RevoLaze in the event of the threat or initiation of any claim, demand, action or proceeding to which the indemnification obligation set forth herein may apply and shall assist RevoLaze, at RevoLaze 's request and expense, in the defense or settlement of the matter.

Exclusions. RevoLaze shall not be liable for any alleged infringement based upon use of the Service in combination with other products or services if such claim would have been avoided but for such modification or combination.

6.) PROPRIETARY RIGHTS

a) Reservation of Rights by RevoLaze

The software, workflow processes, user interfaces, designs, know-how, Documentation and other technologies provided by RevoLaze as part of the Services are the proprietary property of RevoLaze and its licensors, and all right, title and interest in and to such items, including all associated intellectual property rights, remain only with

RevoLaze. RevoLaze reserves all rights unless expressly granted in this Agreement.

b) Customer Restrictions

Customer *shall not*:

- i. Use the Services or the Documentation beyond Customer's internal operations;
- ii. Reverse engineer the Services or the Documentation;
- iii. Remove or modify any proprietary marking or restrictive legends in the Services; or
- iv. Access the Services to (i) build a competitive product or service, or (ii) copy any feature, function or graphic of the Services for any purpose not authorized in this Agreement.

c) Customer Data

All data uploaded by Customer remains the sole property of Customer, as between RevoLaze and Customer (**Customer Data**), subject to the other terms of this Agreement. Customer may at any time, for a prepaid processing fee request a copy of its Customer Data, to be delivered electronically or on physical media in encrypted format, from the Services.

d) Documentation

The Content, and the Services user guide, help files, sample data, marketing materials and other material provided or accessible through the Services, are licensed to Customer as follows: RevoLaze grants Customer a non-exclusive, license for the duration of the Services to the Documentation for Customer's internal use solely with the Services, with the right to make additional copies of the Documentation for such archival purposes.

7.) EXCLUSION OF DAMAGES AND LIMITATION OF LIABILITY

a) Exclusion of Certain Damages

IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR LOST PROFITS, LOST BUSINESS, LOST DATA, OR ANY OTHER INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES INCURRED BY THE OTHER PARTY AND ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, WHETHER BASED ON CONTRACT (INCLUDING BUT NOT LIMITED TO BREACH OF WARRANTY) OR TORT (INCLUDING BUT NOT LIMITED TO NEGLIGENCE), EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

b) Limitation of Liability

Maximum Aggregate Liability. THE TOTAL AGGREGATE LIABILITY OF EACH PARTY TO THE OTHER PARTY UNDER THIS AGREEMENT, WHETHER ARISING OUT OF BREACH OF CONTRACT (INCLUDING BUT NOT LIMITED TO BREACH OF WARRANTY) OR TORT (INCLUDING BUT NOT LIMITED TO NEGLIGENCE), SHALL IN NO EVENT EXCEED THE TOTAL AMOUNTS PAYABLE TO VENDOR BY CUSTOMER UNDER THIS AGREEMENT FOR THE ONE (1) YEAR TERM OF THIS AGREEMENT DURING WHICH THE CLAIM(S) AROSE.

CUSTOMER ASSUMES ALL RISK OF ERRORS AND/OR OMISSIONS IN THE SERVICES, INCLUDING THE TRANSMISSION OR TRANSLATION OF INFORMATION. CUSTOMER ASSUMES FULL RESPONSIBILITY FOR IMPLEMENTING SUFFICIENT PROCEDURES AND CHECKS TO SATISFY CUSTOMER'S REQUIREMENTS FOR THE ACCURACY AND SUITABILITY OF THE SERVICES, INCLUDING THE INFORMATION, AND FOR MAINTAINING ANY MEANS THAT CUSTOMER MAY REQUIRE FOR THE RECONSTRUCTION OF LOST DATA OR SUBSEQUENT MANIPULATIONS OR ANALYSES OF THE INFORMATION PROVIDED HEREUNDER. CUSTOMER ACKNOWLEDGES AND AGREES THAT CUSTOMER'S USE OF THE SERVICES, AND ANY INFORMATION SENT OR RECEIVED IN CONNECTION THEREWITH, MAY NOT BE SECURE AND MAY BE INTERCEPTED BY UNAUTHORIZED PARTIES. CUSTOMER AGREES THAT ERRORS CONTAINED IN SUCH INFORMATION SHALL NOT BE MADE THE BASIS FOR ANY CLAIM, DEMAND OR CAUSE OF ACTION.

IN NO EVENT SHALL REVOLAZE, ITS SUBSIDIARY AND PARENT COMPANIES, AFFILIATES, INFORMATION PROVIDERS, SUPPLIERS OR THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES AND AGENTS BE LIABLE FOR ANY DIRECT, INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY OR OTHER DAMAGES ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE SERVICES OR WITH THE DELAY OR INABILITY TO USE THE SERVICES, OR FOR ANY INFORMATION, SOFTWARE, PRODUCTS AND SERVICES ADVERTISED IN OR OBTAINED THROUGH THE SERVICES, REVOLAZE'S REMOVAL OR DELETION OF ANY MATERIALS OR RECORDS SUBMITTED ON THE SERVICES, OR OTHERWISE ARISING OUT OF THE USE OF THE SERVICES, WHETHER BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, EVEN IF REVOLAZE, ITS SUBSIDIARY AND PARENT COMPANIES, AFFILIATES, INFORMATION PROVIDERS, SUPPLIERS AND/OR THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES AND AGENTS HAVE BEEN ADVISED OF THE POSSIBILITY OF DAMAGES. THIS WAIVER APPLIES, WITHOUT LIMITATION, TO ANY DAMAGES OR INJURY ARISING FROM ANY FAILURE OF PERFORMANCE, ERROR, OMISSION, INTERRUPTION, DELETION, DEFECT, DELAY IN OPERATION OR TRANSMISSION, COMPUTER VIRUS, FILE CORRUPTION, COMMUNICATION-LINE FAILURE, NETWORK OR SYSTEM OUTAGE, OR THEFT, DESTRUCTION, UNAUTHORIZED ACCESS TO, ALTERATION OF, OR USE OF ANY RECORD. YOU SPECIFICALLY ACKNOWLEDGE AND AGREE THAT REVOLAZE, ITS SUBSIDIARY AND PARENT COMPANIES, AFFILIATES, SUPPLIERS AND/OR THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES

AND AGENTS SHALL NOT BE LIABLE FOR ANY DEFAMATORY, OFFENSIVE OR ILLEGAL CONDUCT OF ANY USER OF THE SERVICE. SOME JURISDICTIONS DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THE ABOVE LIMITATION MAY NOT APPLY TO CUSTOMER. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO CUSTOMER. THIS WARRANTY GIVES CUSTOMER SPECIFIC LEGAL RIGHTS, AND CUSTOMER MAY ALSO HAVE OTHER RIGHTS WHICH VARY FROM JURISDICTION TO JURISDICTION.

Acknowledgment. The parties acknowledge that they have reached agreement on set up fees, Service fees and other charges set forth in this Agreement in reliance on the disclaimers of warranty and limitations and exclusions of liability set forth in this Agreement and that the same form an essential basis of the bargain between the parties.

8.) TERM, TERMINATION, SUSPENSION OF SERVICE AND RETURN OF DATA

a) Term

This Agreement continues automatically on a month to month basis (Term), provided that Customer timely pays all fees due. Upon completion of the initial Term this Agreement may be terminated (with or without cause) by Customer or by RevoLaze upon at least 30 days advance notice. RevoLaze shall notify Customer at least sixty (60) days prior to termination of the Term or any renewal term of the fees and any changes in the Terms and Conditions applicable during any renewal and Customer and RevoLaze will mutually agree to any renewal, including the fees and any changes in the Terms and Conditions applicable during any renewal. Should the parties not agree upon the fees or changes to the Terms and Conditions by the termination date, the Agreement shall be automatically terminated.

Actions upon Termination

- (i) *Upon any termination as provided in 8(a) above*, Customer shall pay any unpaid fees covering the remainder of the Term or of any renewal term.
- (ii) After termination, RevoLaze has no obligation to maintain any of the Customer Data and will destroy all data on Customer site.

ii. Suspension for Non-Payment

Should Customer fail to pay any fee or amount due RevoLaze or should Customer's credit card or ACH fail to be honored, RevoLaze will provide Customer notice by email at the address then associated with the account. Customer shall have no more than five (5) business days to arrange for payment of the fees due. Should Customer be in default after the expiration of five (5) business days of notice from RevoLaze, RevoLaze shall have the right to terminate the Agreement and Customer's right to access the Services upon notice by email at the address then associated with the account.

c) Suspension of Service for Violations of Law

RevoLaze may immediately suspend access to and use of the Services and purge applicable Customer Data if it in good faith believes that, as part of accessing or using the Services, Customer may have violated any federal, state or local law, rule, regulation or ordinance.

9.) INDEMNITY

a) By Customer

Customer shall indemnify, defend, and hold harmless RevoLaze and its employees, agents, officers, directors and subcontractors from and against all third-party claims (including without limitation by governmental agencies), demands, damages, costs, penalties, fines, and expenses (including reasonable attorneys' fees and costs) arising out of or related to:

- i. Customer's breach of any representation, warranty, obligation, covenant or agreement in this Agreement,
- ii. any unauthorized use, access or distribution of the Services by Customer or a person to whom Customer has permitted to access the Services,
- iii. violation of any individual's privacy rights related to information submitted under Customer's account, or
- iv. fraudulent, invalid, duplicate, incomplete, unauthorized, or misleading information submitted under Customer's account.

10.) GOVERNING LAW

This Agreement shall be governed by the State of Ohio, substantive laws, without regard to conflict of laws principles. Any dispute arising out of or related to this Agreement shall be brought only in the state and federal courts of Ohio. Customer consents to the personal jurisdiction and venue of such courts and waives any claim that it is an inconvenient forum. The prevailing party in litigation is entitled to recover its attorneys' fees and costs from the other party.

11. CONFIDENTIAL INFORMATION

General Obligations. In connection with this Agreement, Customer and its employees, agents and contractors may have access to private and confidential information owned or controlled by RevoLaze relating to the Services, pricing and other data. Similarly, RevoLaze and its employees and agents may have access to Customer data that is collected or generated through use of the Services. All such information acquired by either party under this Agreement through its employees or agents shall be and remain its owner's exclusive property, and the receiving party shall keep, and shall obligate its employees, agents and contractors to keep, any and all such information confidential and shall not copy or disclose it to others without the owner's prior written approval, and shall return printed copies of such information to the owner promptly upon request. Nothing herein shall limit either party's use or dissemination of information not actually derived from the other party or information which has been or subsequently is made public by the owner or with the owner's consent.

Terms of Agreement. Customer acknowledges that all of the terms of this Agreement, including without limitation, the Service fee and the payment schedule, are considered confidential and proprietary by RevoLaze, and are to be held in confidence by Customer and its employees and agents.

12.) MISCELLANEOUS OTHER TERMS

a) Entire Agreement and Changes

This Agreement constitutes the entire agreement between the parties, and supersedes all prior or contemporaneous negotiations or agreements, whether oral or written, related to this subject matter. No modification or waiver of any term of this Agreement is effective unless both parties sign it.

b) No Assignment

Customer may not assign or transfer this Agreement to a third party without the prior written consent of RevoLaze, except that this Agreement may be assigned as part of a merger or sale of all or substantially all of the business or assets belonging to the Customer with at least 30 days prior written notice to RevoLaze.

c) Independent Contractors

The parties are independent contractors with respect to each other.

d) Enforceability

If any term of this Agreement is invalid or unenforceable, the other terms remain in effect.

e) Order of Precedence

If there is an inconsistency between this Agreement and an order, the order prevails.

f) Survival of Terms

Any terms that by their nature survive termination or expiration of this Agreement, will survive.

g) Customer Name

RevoLaze may use Customer's name and logo in customer lists and related promotional materials describing Customer as a customer of RevoLaze, which use must be in accordance with Customer's trademark guidelines and policies.

h) Relationship of Parties. RevoLaze and Customer will be and shall act as independent contractors, and neither party is authorized to act as an agent or partner of, or as a party within a joint venture with the other party for any purpose. Neither party by virtue of this Agreement shall have any right, power, or authority to act or create any obligation, express or implied, on behalf of the other party.

l. Notices. Except as herein provided, all notices shall be in writing and shall be deemed to be delivered when deposited in the United States mails, postage prepaid, return receipt requested, or when sent by nationally recognized overnight express courier. All notices shall be directed to Customer or RevoLaze at the respective addresses first set forth above or to such other address as either party may, from time to time, designate by notice to the other party.

j. Injunctive Relief. In the event that (a) Customer attempts or threatens to use or afford access to the Service in a manner contrary to the terms of this Agreement, or (b) either party attempts or threatens to violate its obligations, the aggrieved party shall have, in addition to any other remedies available to it, the right to injunctive relief. The parties agree and stipulate that each of them shall be entitled to such injunctive relief without posting a bond or other security; provided however that if the posting of a bond is a prerequisite to obtaining injunctive relief, then a bond in the amount of \$1,000 shall be sufficient. Each party hereby acknowledges that other remedies at law are inadequate in the circumstances set forth herein.

k. Force Majeure. Neither party shall be liable for any damages or penalty for any delay in performance of, or failure to perform, any obligation hereunder or for failure to give the other party prior notice thereof when such delay or failure is due to the

elements, acts of God, delays in transportation, delays in delivery by vendors or other causes beyond that party's reasonable control.

l. Non-Waivers. No express or implied waiver by either party of any event of default hereunder shall in any way be, or be construed as, a waiver of any future or subsequent event of default.

m. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same document.

We offer a Service uptime guarantee of 99.9% ("**Service Uptime Guarantee**") of available time per month. If we fail to maintain this Service Uptime Guarantee in a particular month (as solely determined by us), you may contact us and request a credit of 100% of your monthly subscription for that month. The credit may be used only for the purchase of further products and services from us. The Service Uptime Guarantee does not apply to service interruptions caused by: (1) periodic scheduled maintenance or repairs we may undertake from time to time; (2) interruptions caused by you from custom scripting, coding or the installation of third-party applications; (3) causes beyond our control or that are not reasonably foreseeable; and (4) outages related to the reliability of certain programming environments.

RevoLaze Privacy Policy

Introduction:

The web sites that are located at the domains www.revolaze.com and www.carbonlaze.com (the "Sites") are operated by RevoLaze, LLC. ("RevoLaze" or "We" or "Our" or "Us"). Your privacy is important to us. This Privacy Policy describes the types of information collected from you, what we do with it, with whom we share it, and how you can correct or change such information. It is your responsibility to review this Privacy Policy carefully, especially before providing any personal data through the Sites. The Sites are operated in and controlled from the United States of America. If you have any questions about this Privacy Policy or the Sites, or if you wish to unsubscribe from Site services for which you have previously registered, please contact us at info@revolaze.com, info@carbonlaze.com or at the address at the end of this policy.

PLEASE REVIEW THIS PRIVACY POLICY AND THE TERMS & CONDITIONS FOR THE SITE CAREFULLY. YOUR USE OF THIS SITE SIGNIFIES YOUR AGREEMENT TO SUCH PRIVACY POLICY AND OF THE TERMS & CONDITIONS.

1. Types of Information Collected

Personal Data: Personally Identifiable Information (“Personal Data”) is any information that can be used to identify a specific individual or business entity, such as your name, email address, business name, home or business address, unique identifiers such as user name and password and the like.

The Sites collect Personal Data when you interact with the Sites, for example when you contact Us by email or otherwise, contact Us requesting information, or seek help from our customer service department. Because providing detailed information regarding our Privacy Policy when you register or provide information in connection with these Other Services often proves impractical, you may instead be provided with a short notice that reminds you to refer to this Privacy Policy and other relevant information from us.

Aggregate and Anonymous (AA) Data: Aggregate and anonymous data are information collected automatically through the operation of the Sites (“AA Data”). We may collect site usage data (such as which Site pages you visit and in what sequence) through the use of various technologies. For example, we collect IP addresses from individuals who visit the Sites. An IP address is a number that is automatically assigned to your computer or device whenever you are surfing the Web. Web servers, the computers that "serve up" Web pages, automatically identify your computer or device by its IP address, and when you request a page from a website, the servers log your IP address. We do not link IP addresses to any Personal Data so, although your session will be logged, you will remain anonymous to us and the Sites. We may also collect password information from you when you log in, as well as computer and connection information such as browser type or version.

Social Media: The Sites include social media components. These components may collect your IP address, which pages you visit on the Sites, and may set a cookie to enable the component to function properly. Social media components are either hosted by a third party or hosted directly on the Sites. Your interactions with these components are governed by the Privacy Policy of the company providing it.

2. Use of Cookies and Similar Technologies:

Like many sites, we use "cookies" or other similar technologies to collect AA Data. A cookie is a small data file that writes to your hard drive for record keeping purposes when you visit the Sites. Cookies allow the Sites to measure traffic activity on the Sites and to improve your user experience, for example by remembering your passwords and viewing preferences on the Sites, allowing you to visit “client only” portions of the Sites without re-registering, and tracking the progress and number of entries in activities that require registration or entry. Most browsers are initially set to accept cookies. If you prefer, you can set your browser to refuse cookies or to alert you when cookies are

being sent, but it is possible that some parts of the Sites will not function properly if you do so.

3. Our Use of Your Data:

Personal Data: We will use your Personal Data for the purposes for which it was provided. For example, if you provide Personal Data to request information about Our products or services, we will use it to request the information necessary to evaluate your request and any information that you need. We may also use your Personal Data to provide you with information about features, services and other offerings that may be of interest to you.

We use your Personal Data for processing requests, determining the appropriate information to provide to you, responding to your requests, preventing fraud, complying with regulatory requirements, and sharing with you related products and services offered by RevoLaze.

Cookies and similar tools may be used to relate your use of the Sites and AA Data to Personal Data obtained from you. If any AA Data is linked with Personal Data, the linked AA Data will then be treated as Personal Data.

AA Data: We may also use Personal Data in aggregate form for purposes of research or analysis. In order to better understand and serve the users of the Sites and Other Services, RevoLaze, directly and through third party sources, may conduct research on its customer demographics, interests and behavior based on Personal Data we gather. Although this aggregated data may be based in part on Personal Data, it does not identify you personally.

We may use AA Data collected from the Sites for site administration, advertising and promotional purposes, and we may share such information with various affiliated and unaffiliated entities for such purposes. For example, IP addresses are used for the purposes of system administration and to provide AA Data to advertisers about the volume of use on the Sites, and Clickstream Data and demographic AA Data may be shared with our advertisers and distributors, dealers and wholesalers. We may also enter into agreements with outside companies that possess technology that allow the Sites to customize the advertising and marketing messages you receive on the Sites. This data (including Clickstream Data about your activities on our Sites) may be shared with these companies for this purpose.

4. Disclosure of Personal Data:

Disclosure to Third Parties: RevoLaze, like many businesses, sometimes hires other companies to perform certain business-related functions on our behalf such as hosting specific portions of the Sites, maintaining databases, administering contests, providing

wireless services, mailing information, processing payments, verifying information you provide, and evaluating credit worthiness. When we employ a third party to perform these functions, that third party will only be provided with the particular Personal Data it needs to perform its function, and is required to protect the Personal Data. We may also share Personal Data with pre-screened third parties for their marketing or promotional purposes. RevoLaze, like many other businesses, sometimes may consider and may enter into one or more partnerships, joint ventures or other business relationship with one or more third parties and, in the course of considering or establishing same, without notice to You may disclose your Personal Data in furtherance thereof.

Disclosure to Others: In addition, we may disclose Personal Data without providing you with a choice under the following limited circumstances to: (1) protect the legal rights, privacy or safety of RevoLaze and its distributors, dealers and wholesalers, or the subsidiaries, affiliates, data providers or their employees, agents and contractors of them; (2) protect the safety and security of visitors to our web sites or other properties; (3) protect against fraud or other illegal activity or for risk management purposes; (4) respond to inquiries or requests from public authorities; (5) permit us to pursue available remedies or limit the damages that we may sustain; (6) enforce our Terms & Conditions; or (7) comply with the law or legal process.

If RevoLaze sells all or part of the Sites or makes a sale or transfer of assets or is otherwise involved in a merger or business transfer, we may, in our sole discretion, transfer, sell or assign your Personal Data to a third party as part of or in connection with that transaction. Upon such transfer, the Privacy Policy of the acquiring entity may govern the further use of your Personal Data.

5. Third-Party Advertising and Links to Other Sites:

The Sites may include third-party advertising. These third parties' websites and advertisers, or the Internet advertising companies that work on their behalf, may use technology to send (or "serve") the advertisements that appear on our Sites directly to your browser. They automatically receive your IP address when this happens. They may also use cookies, JavaScript, Pixel Tags and other technologies to deliver advertisements, collect information about the effectiveness of their advertisements, and to collect anonymous information about your visits to the Sites, such as the number of times you have viewed an ad (but not your name, address, or other Personal Data).

Please note that the Sites contain links to other sites that may not follow the same Privacy Policy as Our Sites. For instance, clicking on an advertisement or on links or other elements on the Sites may take you to an entirely different site. Links to other sites may use our Site logos or style as a result of a co-branding agreement. These sites may send their own cookies to you and may collect data and make use of that data in ways that the Sites would not. Once you have left the Sites, this Privacy Policy will no longer apply to Personal Data or any other data collected from or provided by you. You should check the applicable privacy policy to determine how that site will handle such

data.

6. Your Choices:

You can use the Sites without providing any Personal Data, but if you decline to provide Personal Data, you may not be able to use certain services or features. If you have previously provided Personal Data to the Sites or are receiving emails or other communications from the Sites and you do not want to receive such emails, you may discontinue them by contacting us at: info@revolaze.com or info@carbonlaze.com. If you ask that we stop using your Personal Data, we will honor that request. However we will retain records of your Personal Data as needed in order to comply with applicable federal, state, or local law.

7. Access and Correction:

If you would like to review, correct or change the Personal Data that you have previously provided us, please contact us at info@revolaze.com or info@carbonlaze.com. We will take reasonable steps to update or correct Personal Data in our possession.

8. Data Security Disclaimer:

RevoLaze takes reasonable security precautions to secure the Personal Data that you choose to provide against the loss, misuse, alteration or unauthorized access of such information. Unfortunately, no transmission of data over the Internet is guaranteed to be completely secure. It may be possible for third parties not under the control of RevoLaze to intercept or access transmissions or private communications unlawfully. While we strive to protect your Personal Data, we cannot assure or warrant the security of any Personal Data you transmit to us. Any such transmission is done at your own risk and RevoLaze assumes no liability as a result of a breach of our computer systems that may result in your Personal Data being compromised. If you believe that your interaction with us is no longer secure, please notify us of the problem by contacting us at info@revolaze.com or info@carbonlaze.com.

9. Exclusions:

This Privacy Policy shall not apply to any unsolicited information you provide to RevoLaze on or through this Site. Please see our Terms & Conditions for our policies regarding such unsolicited information. All such unsolicited information shall be deemed to be non-confidential, and RevoLaze shall be free to reproduce, use, disclose and distribute such unsolicited information to others without limitation or attribution.

10. Other Terms and Conditions:

Your access to and use of the Sites or Other Services is subject to the Terms & Conditions.

11. Applicable Law:

We control and operate the Sites from the United States. The Sites are intended to subject us and you to the laws of the State of Ohio, United States of America. Please note that we do not represent or warrant that the Sites are appropriate for use in any particular jurisdiction. Those who choose to access the Sites do so at their own initiative and are responsible for complying with all local laws, rules and regulations.

12. Changes to this Privacy Policy:

From time to time, we may revise this Privacy Policy to reflect industry initiatives, changes in the law or technology, or changes in our practices regarding information collection and use. If we make revisions to the way we collect or use Personal Data, we may provide notice of those changes by either: (1) announcing the change on the home page of the Sites or (2) taking such other action as we deem appropriate under the circumstances, including without limitation, posting the revised draft of this Privacy Policy on the Sites. You can determine when this Privacy Policy was last revised by referring to the "Last Updated" legend at the top of this page. Any changes to this policy will become effective upon posting of the revised Privacy Policy on the Internet, accessible through the Sites. By continuing to use the Sites following such changes, you will be deemed to have agreed to such changes. If you do not agree with the terms of this Privacy Policy, as it may be amended from time to time, in whole or in part, please do not continue using the Sites.

13. Contacting RevoLaze Regarding Your Privacy:

If you have any questions about this Privacy Policy, Personal Data gathered by the Sites or Other Services, or about the operation of this Site, or if you wish to unsubscribe from the Site, please contact us at info@revolaze.com or info@carbonlaze.com, or at the address listed below:

RevoLaze, LLC
31000 Viking Parkway
Westlake, OH 44145
United States of America