

infuseCX+AI Web Subscription Service End User License Agreement

General Terms and Conditions

Last updated: October 15, 2024

BY CLICKING “AGREE“ YOU (A) ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTAND THIS AGREEMENT; (B) REPRESENT THAT YOU ARE OF LEGAL AGE TO ENTER INTO A BINDING AGREEMENT; AND (C) ACCEPT THIS AGREEMENT AND AGREE THAT YOU ARE LEGALLY BOUND BY ITS TERMS. IF YOU DO NOT AGREE TO THESE TERMS, DO NOT USE THE SUBSCRIPTION SERVICE AND CANCEL YOUR SUBSCRIPTION.

1. DEFINITIONS

“Add-Ons” means additional product enhancements (including Limit increases and other addons) that are made available for purchase.

"Affiliate" means any entity which directly or indirectly controls, is controlled by, or is under common control with a party to this Agreement. For purposes of this definition, control means direct or indirect ownership or control of more than 50% of the voting interests of the subject entity.

"Agreement" means these General Terms and Conditions and all materials referred or linked to in here, unless otherwise stated.

“Authorized Payment Method” means a current, valid, payment method accepted by InfuseCX as may be updated from time to time and which may include payment through your account with a third-party.

"Billing Period" means the period for which you agree to prepay fees under a Subscription. This may be the same length as the Current Term specified in the Subscription, or it may be shorter. For example, if you subscribe to the Subscription Service for a one (1) year Current Term, with a twelve (12) month upfront payment, the Billing Period will be twelve (12) months.

“Confidential Information” means all confidential information disclosed by a party and its Affiliates ("Disclosing Party") to the other party ("Receiving Party"), whether orally or in writing, that is designated as confidential or a reasonable person would consider confidential.

Confidential Information includes all information concerning: the Disclosing Party's customers and potential customers, past, present or proposed products, marketing plans, engineering and other designs, technical data, business plans, business opportunities, finances, research, development, and the terms and conditions of this Agreement. Confidential Information does not include any information that (i) is or becomes generally known to the public without breach of any obligation owed to the Disclosing Party, (ii) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party, (iii) is received from a third party without breach of any obligation owed to the Disclosing Party,

or (iv) was independently developed by the Receiving Party.

"Consulting Services" means the professional services provided to you by InfuseCX which may include training services, installation, integration or other consulting services.

"Customer Materials" means all materials that you provide or post, upload, input or submit for through the Subscription Service.

"Free Trial" means the Subscription Service or other products or features made available by InfuseCX to you on an unpaid trial or free basis.

"InfuseCX Content" means all information, data, text, messages, software, sound, music, video, photographs, graphics, images, and tags that we incorporate into the Subscription Service.

"Personal Data" means any information relating to an identified or identifiable individual where such information is protected similarly as personal data, personal information, or personally identifiable information under Data Protection Laws.

"Privacy Policy" means the InfuseCX Privacy Policy, as updated by InfuseCX from time to time.

"Subscription" means the entirety of your Subscription Service, Subscription Fee, designated User licenses and bound to the Subscription Term.

"Subscription Fee" means the amount you pay for the Subscription Service.

"Subscription Service" means all of InfuseCX's web-based applications, tools and platforms that you have subscribed to under an active Subscription or that we otherwise make available to you, and are developed, operated, and maintained by InfuseCX, accessible via <https://icxai.com> or another designated URL, and any ancillary products and services that we provide to you.

"Subscription Term" means, collectively, the initial term of your subscription to the applicable Subscription Service, as specified on your Subscription (the "Initial Term"), and each subsequent renewal period (if any) (each a "Renewal Term"). Your "Current Term" is your then current committed period of Subscription Services, as either an Initial Term or Renewal Term. For Free Trial, the Subscription Term will be the period during which you have an account to access the Free Trial.

"Third-Party Products" means non-embedded products and professional services that are provided by third parties which interoperate with or are used in connection with the Subscription Service.

"Third-Party Sites" means third-party websites linked to from within the Subscription Service, including but not limited to payment services, analytics services and artificial intelligence providers.

"Users" means your employees, representatives, consultants, contractors or agents who are authorized to use the Subscription Service for your benefit and have unique user identifications and passwords for the Subscription Service.

“InfuseCX”, “we”, “us,” or “our” means the InfuseCX, LLC contracting organization providing the Subscription Services.

“You”, “your,” or “Customer” means the person or entity using the Subscription Service or receiving the Consulting Services and identified in the applicable account record, billing statement, or online subscription process as the customer and your Affiliates included in the scope of your purchase.

2. Parties to Agreement

This Agreement is a binding agreement between You and InfuseCX combined as the “Parties”. This Agreement governs your use of InfuseCX’s Subscription Service accessed at icxai.com.

3. Grant of License

3.1 The Subscription Service is licensed, not sold, to you.

3.2 Subject to the terms of this Agreement and your Subscription in accordance with Section 4 of this Agreement, InfuseCX grants you a limited, nonexclusive and nontransferable license to access and use the Subscription Service on computers or devices owned or otherwise controlled by you (“your Devices”) strictly in accordance with the Subscription Service's documentation.

4. Subscription Services

4.1 Access.

(a) During the Subscription Term, we will provide your Users access to use the Subscription Service as described in this Agreement. We may provide some or all elements of the Subscription Service through third-party service providers.

(b) You must ensure that all access, use and receipt by your Users is subject to and in compliance with this Agreement. You may provide access and use of the Subscription Service to your Affiliate’s Users or allow them to receive the Consulting Services purchased; provided that, all such access, use and receipt by your Affiliate’s Users is subject to and in compliance with the Agreement and you will at all times remain liable for your Affiliates' compliance with the Agreement.

4.2 Free Trial.

If you register for a free trial, we will make the applicable Subscription Service available to you on a trial basis free of charge until the earlier of:

(a) the end of the free trial period (if not terminated earlier) or;

(b) the start date of your paid subscription.

Unless you purchase a subscription to the applicable Subscription Service before the end of the free trial, all of your data in the Subscription Service may be permanently deleted at the end of the trial, and InfuseCX will not recover it.

4.3 Monthly Subscriptions

If you subscribe to the Subscription Service on a monthly subscription basis, you must pay the monthly Subscription Fee in advance of the end of the Current Term to access and use the Subscription Service. Your Current Term will end on the anniversary date of the following month or if the anniversary date falls outside of the next calendar month, it will end on the last day of the current calendar month.

4.4 Yearly or Annual Subscriptions

If you subscribe to the Subscription Service on a Yearly or Annual subscription basis, you must pay the Annual Subscription Fee in advance of the end of the Current Term to access and use the Subscription Service. Your Current Term will end on the anniversary date of the following Year.

4.5 Subscription Fees

The Subscription Fees will remain fixed during the Current Term of your subscription unless:

- (i) you exceed your Maximum applicable limits identified in your subscription;
- (ii) you upgrade Subscription Services;
- (iii) you subscribe to additional features or product add-ons,

You can review the Subscription Fees which are described in the applicable Subscription Fee listing on the Third-Party Site from which you provided payment information for the Subscription Service, or on InfuseCX's website.

4.6 Subscription Fee Adjustments at Renewal.

Upon renewal, we may increase your Subscription Fees up to our then-current list. If this increase or decrease applies to you, we will notify you at least sixty (60) days in advance of your renewal and the increased or decreased fees will apply at the start of the next Renewal Term. If you do not agree to this increase or decrease, either party can choose to terminate your subscription at the end of your Current Term by giving thirty (30) days written notice.

4.7 InfuseCX reserves the right to suspend your access to and use of the Subscription Service if you fail to pay any undisputed amount owed on or before its due date.

4.8 Payment of Fees.

If you are paying for your initial term or renewal term by credit card, you authorize us to charge your Authorized Payment Method for all fees payable during the Subscription Term. You further authorize us to use a third party to process payments, and consent to the disclosure of your payment information to such third party.

In the event of a failed attempt to charge your Authorized Payment Method (for example, if your Authorized Payment Method has expired or is no longer valid), InfuseCX reserves the right, and you authorize us, to retry billing your Authorized Payment Method.

If you update your Authorized Payment Method to remedy a change in validity or expiration date, we will automatically resume billing; we may also receive updates on your Authorized Payment Method through our payment service providers and automatically resume billing. We may suspend your access in accordance Section 4.7.

4.9 You may cancel your subscription at any time by providing written notice to InfuseCX; upon cancellation, you (i) will not receive a refund for the Current Term during which you cancel your subscription; and (ii) will be able to access your subscription and receive updates of the relevant subscription until the end of the Current Term.

4.10 Refunds: InfuseCX may provide you a refund of the full subscription price if you request a refund from InfuseCX within 7 days of the beginning of the Initial Term.

5. License Restrictions.

Licensee shall not:

- (a) replicate the Subscription Service, except as expressly permitted by this license;
- (b) modify, translate, adapt or otherwise create derivative works or improvements, whether or not patentable, of the Subscription Service;
- (c) reverse engineer, disassemble, decompile, decode or otherwise attempt to derive or gain access to the source code of the Subscription Service or any part thereof;
- (d) remove, delete, alter or obscure any trademarks or any copyright, trademark, patent or other intellectual property or proprietary rights notices from the Subscription Service, including any copy thereof; or,
- (e) rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer or otherwise make available the Subscription Service or any features or functionality of the Subscription Service, to any third-party.

6. Reservation of Rights.

You acknowledge and agree that the Subscription Service is provided under license on a subscription basis, and not sold, to you. You do not acquire any ownership interest in the Subscription Service under this Agreement, or any other rights thereto other than to use the Subscription Service in accordance with the license granted, and subject to all terms, conditions and restrictions, under this Agreement. InfuseCX reserves and shall retain its entire right, title and interest in and to the Subscription Service, including all copyrights, trademarks and other intellectual property rights therein or relating thereto, except as expressly granted to you in this Agreement.

7. Collection and Use of Information.

7.1. You acknowledge that when you use the Subscription Service, InfuseCX may use automatic means (including, for example, cookies and web beacons) to collect information about your Devices and about your use of the Subscription Service. You also may be required to provide certain information about yourself as a condition to using the Subscription Service or certain of its features or functionality. All information we collect through or in connection with this Subscription Service is subject to our Privacy Policy. By using and providing information to or through this Subscription Service, you consent to all actions taken by InfuseCX with respect to your information in compliance with the Privacy Policy.

7.2 If you provide InfuseCX Personal Data of third parties (e.g. email, mail, telephone, fax), such information shall be provided by you free of any charge or fee.

You warrant that:

- (i) you make no claim of copyright or other intellectual property rights in the Personal Data;
- (ii) you have all necessary rights to provide the Data to InfuseCX and warrant that the Personal Data was not collected, generated, compiled, obtained and/or being supplied to InfuseCX in any manner that would subject InfuseCX to legal or regulatory liability for the use as contemplated herein;
- (iii) none of the individuals included in the Personal Data have “opted out” of receiving future messages from you;
- (iv) your providing the Personal Data to InfuseCX does not infringe any rights of

- any third party;
- (v) there are no material suits, claims, charges or proceedings currently pending or threatened against you relating to the Personal Data; and
- (vi) the individuals whose contact information is included in the Personal Data reside in the United States.

8. Geographic Restrictions.

The Subscription Services are based in the United States and provided for access and use only by persons located in the United States and its Territories. You acknowledge that you may not be able to access all or some of the Subscription Services outside of the United States and that access thereto may not be legal by certain persons or in certain countries. If you access the Subscription Services outside of the United States and its Territories, you are responsible for compliance with local laws.

9. Subscription Service Updates.

9.1 InfuseCX may from time to time in its sole discretion develop and provide Subscription Service updates, which may include upgrades, bug fixes, patches and other error corrections and/or new features (collectively, including related documentation, “Updates “). Updates may also modify or delete in their entirety certain features and functionality of the Subscription Services. You agree that InfuseCX has no obligation to provide any Updates or to continue to provide or enable any particular features or functionality.

9.2 InfuseCX will use commercially reasonable means for communicating Updates in a timely manner. However, you may or may not receive notice of or be prompted as to the completion of scheduled or unscheduled Updates.

9.3 You agree that all Updates will be deemed part of the Subscription Service and be subject to all terms and conditions of this Agreement.

10. Third Party Materials.

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

11. Term and Termination.

11.1 The term of Agreement commences when you acknowledge your acceptance and will continue in effect until terminated by you or InfuseCX as set forth in this Section 10.

11.2 You may terminate this Agreement by canceling the Subscription Service according to the terms outlined in Section 4 of this Agreement. Is

11.3 InfuseCX may terminate this Agreement at any time with commercially reasonable advance notice but no less than 10 Business Days if InfuseCX ceases to support the

Subscription Service, which InfuseCX may do in its sole discretion.

11.4 Additional reasons for Termination by InfuseCX include:

- (i) an allegation or actual infringement of any intellectual property right or right of publicity or privacy of any third party;
- (ii) an allegation of actual defamation;
- (iii) an allegation or determination that an app does not comply with applicable law;
- (iv) InfuseCX ceasing to do business; or
- (v) InfuseCX filing a petition in bankruptcy, dissolving, or otherwise finding itself unable to pay its debts as they come due.

11.5 This Agreement will terminate immediately and automatically without any notice if you violate any of the terms and conditions of this Agreement.

11.6 Upon termination:

- (i) all rights granted to you under this Agreement will also terminate; and
- (ii) you must cease all use of the Subscription Service.

11.7 Termination will not limit any of InfuseCX's rights or remedies at law or in equity.

12. Disclaimer of Warranties.

THE SUBSCRIPTION SERVICE IS PROVIDED TO LICENSEE "AS IS" AND WITH ALL FAULTS AND DEFECTS WITHOUT WARRANTY OF ANY KIND. TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, INFUSECX, ON ITS OWN BEHALF AND ON BEHALF OF ITS AFFILIATES AND ITS AND THEIR RESPECTIVE LICENSORS AND SERVICE PROVIDERS, EXPRESSLY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, WITH RESPECT TO THE SUBSCRIPTION SERVICE, INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT, AND WARRANTIES THAT MAY ARISE OUT OF COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OR TRADE PRACTICE. WITHOUT LIMITATION TO THE FOREGOING, INFUSECX PROVIDES NO WARRANTY OR UNDERTAKING, AND MAKES NO REPRESENTATION OF ANY KIND THAT THE SUBSCRIPTION SERVICE WILL MEET YOUR REQUIREMENTS, ACHIEVE ANY INTENDED RESULTS, BE COMPATIBLE OR WORK WITH ANY OTHER SOFTWARE, SUBSCRIPTION SERVICES, SYSTEMS OR SERVICES, OPERATE WITHOUT INTERRUPTION, MEET ANY PERFORMANCE OR RELIABILITY STANDARDS OR BE ERROR FREE OR THAT ANY ERRORS OR DEFECTS CAN OR WILL BE CORRECTED.

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF OR LIMITATIONS ON IMPLIED WARRANTIES OR THE LIMITATIONS ON THE APPLICABLE STATUTORY RIGHTS OF A CONSUMER, SO SOME OR ALL OF THE ABOVE EXCLUSIONS AND LIMITATIONS MAY NOT APPLY TO YOU.

13. Limitation of Liability.

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL INFUSECX OR ITS AFFILIATES, OR ANY OF ITS OR THEIR RESPECTIVE LICENSORS OR SERVICE PROVIDERS, HAVE ANY LIABILITY ARISING FROM OR RELATED TO YOUR USE OF OR INABILITY TO USE THE SUBSCRIPTION SERVICE OR THE CONTENT

AND SERVICES FOR:

(a) PERSONAL INJURY, PROPERTY DAMAGE, LOST PROFITS, COST OF SUBSTITUTE GOODS OR SERVICES, LOSS OF DATA, LOSS OF GOODWILL, BUSINESS INTERRUPTION, COMPUTER FAILURE OR MALFUNCTION OR ANY OTHER CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL OR PUNITIVE DAMAGES

(b) DIRECT DAMAGES IN AMOUNTS THAT IN THE AGGREGATE EXCEED THE AMOUNT ACTUALLY PAID BY YOU FOR THE SUBSCRIPTION SERVICE.

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

14. Indemnification.

You will indemnify, defend and hold InfuseCX and our Affiliates harmless, at your expense, against any third-party claim, suit, action, or proceeding (each, an Action) brought against us (and our officers, directors, employees, agents, service providers, licensors, and Affiliates) by a third party not affiliated with us or our Affiliates to the extent that such Action is based upon or arises out of:

- (a) unauthorized or illegal use of the Subscription Service by you or your Affiliates,
- (b) your or your Affiliates' noncompliance with or breach of this Agreement,
- (c) your or your Affiliates' use of Third-Party Products, or
- (d) the unauthorized use of the Subscription Service by any other person using your User information.

InfuseCX will:

- (a) notify you in writing within thirty (30) days of our becoming aware of any such claim;
- (b) give you sole control of the defense or settlement of such a claim;
- (c) and provide you (at your expense) with any and all information and assistance reasonably requested by you to handle the defense or settlement of the claim.
- (d) You will not accept any settlement that
 - (i) imposes an obligation on InfuseCX or any of our Affiliates;
 - (ii) requires InfuseCX or any of our Affiliates to make an admission; or
 - (iii) imposes liability not covered by these indemnifications or places restrictions on InfuseCX or any of our Affiliates without our prior written consent.

15. Miscellaneous

15.1 Amendment; No Waiver.

InfuseCX may modify any part or all of the Agreement by posting a revised version on our website <http://infusecx.com>. The revised version will become effective and binding the next business day after it is posted. InfuseCX will provide you notice of this revision by email or in-app notification.

15.2 Governing Law.

This Agreement is governed by and construed in accordance with the internal laws of the state of North Carolina without giving effect to any choice or conflict of law provision or rule. Any legal suit, action or proceeding arising out of or related to this Agreement or the Subscription Service shall be instituted exclusively in the federal courts of the United States or the courts of the North Carolina.

15.3 Entire Agreement.

This Agreement, our Privacy Policy, our Terms of Use and any fully executed Confidentiality Agreement or Non-Disclosure Agreement constitute the entire agreement between you and InfuseCX with respect to the Subscription Service and supersede all prior or contemporaneous understandings and agreements, whether written or oral, with respect to the Subscription Service.

15.4 Waiver.

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

15.5 Force Majeure.

Except for payment obligations of amounts due under this Agreement, neither party will be responsible for failure or delay of performance if caused by: an act of war, hostility, or sabotage; act of God; electrical, internet, or telecommunication outage that is not caused by the obligated party; government restrictions; pandemic; or other event outside the reasonable control of the obligated party. Each party will use reasonable efforts to mitigate the effect of a force majeure event.

15.6 Actions Permitted.

Except for actions for nonpayment or breach of a party's proprietary rights, no action, regardless of form, arising out of or relating to this Agreement may be brought by either party more than one (1) year after the cause of action has accrued.

15.7 Relationship of the Parties.

You and InfuseCX agree that no joint venture, partnership, employment, or agency relationship exists between the parties.

15.8 Assignment. You will not assign or transfer this Agreement without InfuseCX's prior written consent, except that you may assign this Agreement to a successor by reason of merger, reorganization, sale of all or substantially all of your assets, change of control or operation of law, provided such successor is not a competitor of ours. We may assign this Agreement to any InfuseCX Affiliate or in the event of merger, reorganization, sale of all or substantially all of our assets, change of control or operation of law.

15.9 No Third Party Beneficiaries.

Nothing in this Agreement, express or implied, is intended to or will confer upon any third party person or entity any right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

15.10 Severability.

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