Sharpe Software, Inc.

dba SharpeSoft

TERMS AND CONDITIONS
OF SALE AND USE

Effective Date: March 2026

Version 2.0

TABLE OF CONTENTS

INTRODUCTION

These Terms and Conditions of Sale and Use (these **"Terms"**) govern your purchase, access, and use of software, products, and services provided by Sharpe Software, Inc. (**"SharpeSoft"**) and constitute a binding agreement between SharpeSoft and you or the entity you represent (**"Buyer"**).

BY SUBMITTING AN ORDER, ACCEPTING A PROPOSAL, DOWNLOADING, INSTALLING, ACTIVATING, OR USING ANY SHARPESOFT PRODUCT OR SERVICE, YOU AGREE TO BE BOUND BY THESE TERMS. IF YOU ARE ENTERING INTO THESE TERMS ON BEHALF OF AN ORGANIZATION, YOU REPRESENT THAT YOU HAVE AUTHORITY TO BIND THAT ORGANIZATION. IF YOU DO NOT AGREE, DO NOT PURCHASE OR USE SHARPESOFT PRODUCTS OR SERVICES.

1. Definitions

As used in these Terms, the following definitions apply:

Term	Definition
"SharpeSoft"	Sharpe Software, Inc., a California corporation doing business as "SharpeSoft," located in Yuba City, California.
"Buyer"	The individual, company, organization, or other legal entity that purchases, licenses, or uses any SharpeSoft Product.
"Order"	Any written purchase order, subscription request, proposal acceptance, or other written request to purchase Products submitted by Buyer and accepted by SharpeSoft. Verbal orders are not binding on SharpeSoft unless confirmed in writing by an authorized SharpeSoft representative.
"Software"	Any computer software and related documentation provided by SharpeSoft - including on-premise, hosted, cloud-based, SaaS, and remote-access forms - and all updates, upgrades, enhancements, and modifications thereto.
"Goods"	All hardware and other tangible products provided by SharpeSoft, excluding Software and any intangible components or access rights.
"Services"	Any services provided by SharpeSoft, including custom development, consulting, support, training, and implementation, performed remotely, on-site, or through hosted environments.
"Products"	Collectively, all Software, Goods, and Services provided by SharpeSoft.
"Custom Product"	Any Software, Goods, or Services specifically designed, developed, configured, or modified for Buyer, including electronic data and database deliverables.
"Database"	Any electronic database provided by SharpeSoft for use with its Software, including databases created from or derived from Buyer-provided data.
"Confidential Information"	Has the meaning set forth in Section 5.

Term	Definition
"AMF"	Annual Maintenance and Support Fee as described in Section 12.
"Feedback"	Suggestions, comments, ideas, recommendations, or requests for enhancements or additional features provided by Buyer to SharpeSoft.

2. Scope and Acceptance

These Terms apply to all Orders and all Products, Software, and Services provided by SharpeSoft, regardless of delivery method, format, or engagement type. These Terms prevail over any conflicting or additional terms in any Buyer purchase order or other document, all of which are expressly rejected unless separately agreed to in writing and signed by an authorized SharpeSoft representative. Buyer acknowledges that it has had the opportunity to review these Terms prior to accepting them and that the terms herein represent a reasonable allocation of risk between commercial parties.

End-User License Agreements (EULAs) applicable to specific Products apply in addition to these Terms. In the event of conflict, the EULA controls only for that specific Product. For all other matters, these Terms control.

All Software is licensed, not sold. No ownership rights transfer to Buyer under any circumstance. These Terms survive expiration or termination of any Order to the extent necessary to enforce their provisions.

3. Orders

All Orders are subject to acceptance by SharpeSoft in its sole discretion. SharpeSoft may accept, reject, or submit counteroffers to any Order and may cancel any unfilled Order without liability. Acceptance of an Order is expressly conditioned on Buyer's acceptance of these Terms.

4. Proprietary Rights

SharpeSoft owns all right, title, interest, and proprietary rights in and to all Software, Products, Custom Products, documentation, designs, databases, workflows, processes, methods, trade secrets, and all related materials - whether developed before or after any Order. Any Custom Product, modification, or work product created for Buyer shall be owned exclusively by SharpeSoft unless expressly agreed otherwise in a separate written agreement signed by SharpeSoft.

If Buyer provides **Feedback** to SharpeSoft, Buyer hereby assigns all right, title, interest, and proprietary rights in and to such Feedback to SharpeSoft.

Buyer acquires only a limited, non-exclusive, non-transferable right to use the Software as expressly permitted under these Terms. Buyer shall not, and shall not permit any third party to:

- copy, modify, adapt, translate, or create derivative works based on the Software;
- reverse engineer, decompile, disassemble, or otherwise attempt to discover source code or underlying algorithms;
- remove, alter, or obscure any proprietary notices, labels, or marks;

- use the Software or any Confidential Information derived therefrom as the basis for developing a competing software product or service intended for commercial distribution; or
- allow use of the Software by any third party - including affiliates, contractors, or service providers - without SharpeSoft's prior written consent.

All rights not expressly granted to Buyer are reserved by SharpeSoft.

5. Confidentiality

The Software, Products, documentation, pricing, proposals, technical information, system architecture, workflows, and all non-public information provided by SharpeSoft (collectively, **"Confidential Information"**) are proprietary and confidential. Confidential Information does not include information that: (a) is or becomes publicly available through no act or omission of Buyer; (b) was already known to Buyer prior to disclosure as evidenced by written records; or (c) is required to be disclosed by applicable law or court order, provided Buyer gives SharpeSoft prompt written notice prior to such disclosure to the extent permitted by law.

Buyer shall: (a) use Confidential Information solely for its internal use of the Software as permitted hereunder; (b) not disclose Confidential Information to any third party without SharpeSoft's prior written consent; and (c) take reasonable measures to protect Confidential Information, including restricting access to authorized personnel.

Buyer shall not make or publish any false, misleading, or defamatory statements about SharpeSoft, its Software, or its services. These obligations survive termination of these Terms. SharpeSoft is entitled to seek injunctive or equitable relief for any breach or threatened breach of this section.

The parties acknowledge that SharpeSoft's Confidential Information, including its Software, source code, algorithms, workflows, and pricing, constitutes trade secrets protected under the California Uniform Trade Secrets Act (Civil Code §§ 3426-3426.11) and the federal Defend Trade Secrets Act (18 U.S.C. § 1836). Any misappropriation of such trade secrets shall entitle SharpeSoft to all remedies available under applicable law, including injunctive relief, damages, exemplary damages, and attorneys' fees.

6. License and Authorized Use

SharpeSoft grants Buyer a limited, non-exclusive, non-transferable, non-sublicensable, revocable license to access and use the Software solely in accordance with the applicable Order and these Terms - the Software is licensed, not sold, and no ownership rights are transferred under any circumstance. Buyer may not transfer, assign, sublicense, distribute, lease, rent, or otherwise make the Software available to any third party without SharpeSoft's prior written consent.

If SharpeSoft reasonably believes Buyer is using the Software beyond the permitted scope, SharpeSoft may require written certification of compliance and supporting documentation. Buyer shall cooperate promptly. Unauthorized use will be billed at SharpeSoft's then-current list pricing plus an additional amount as determined by SharpeSoft in its sole discretion to account for administrative and enforcement costs. Failure to comply may result in suspension or termination of access and pursuit of all available remedies.

7. Account Security and User Responsibilities

For hosted, cloud-based, or SaaS Products, Buyer is responsible for all activity that occurs under its account. Buyer shall: (a) maintain the security and confidentiality of all login credentials, usernames, and passwords associated with its account; (b) not share account credentials with any unauthorized individual or entity; (c) ensure that each authorized user maintains their own unique login credentials and does not share them with others; and (d) promptly notify SharpeSoft in writing upon discovering or suspecting any unauthorized access to or use of Buyer's account or credentials.

Buyer is solely responsible for all actions taken through its account, whether authorized or unauthorized, and for any damages, losses, or liability arising from unauthorized use of its account resulting from Buyer's failure to maintain the security of its credentials. SharpeSoft shall have no liability for any loss or damage arising from Buyer's failure to comply with the requirements of this section. SharpeSoft reserves the right to monitor Buyer's access to and use of the Software to ensure compliance with these Terms and applicable law.

8. Data Privacy and Security

SharpeSoft does not sell, share, or disclose Buyer data to third parties except as necessary to provide the Products or as required by law. SharpeSoft implements commercially reasonable technical and organizational measures designed to protect data processed through its hosted services; however, SharpeSoft does not warrant or guarantee that such measures will prevent all unauthorized access, data breaches, cyberattacks, or data loss, and Buyer acknowledges that no security measures are impenetrable or infallible.

Buyer expressly assumes all risk of: (a) unauthorized access to or theft of Buyer data stored in or processed through the Software, whether arising from cyberattacks, hacking, third-party infrastructure failures, or otherwise; (b) data breaches affecting Buyer data regardless of cause; and (c) any losses, damages, regulatory penalties, or third-party claims arising from any such breach or unauthorized access. SharpeSoft shall have no liability for any data breach, cyberattack, or unauthorized access affecting Buyer data, regardless of whether such event occurs on SharpeSoft's systems, third-party hosting infrastructure, or Buyer's own systems.

Buyer is solely responsible for: (a) the accuracy, integrity, and legality of all data entered into or processed through the Software; (b) maintaining appropriate backups of all data independent of the Software; (c) ensuring that its use of the Software complies with all applicable privacy, data protection, and cybersecurity laws; and (d) all notification obligations to Buyer's customers, employees, constituents, or any regulatory body - including obligations under California Civil Code Section 1798.82 and any other applicable breach notification law - arising from any data breach or security incident, regardless of whether such incident originates from SharpeSoft's systems, third-party hosting infrastructure, or Buyer's own systems. Where SharpeSoft is required by law to notify Buyer as the owner or licensee of data following discovery of a breach, SharpeSoft will make reasonable efforts to provide such notice to Buyer in a timely manner, but Buyer remains solely responsible for all downstream notification obligations to individuals and regulatory bodies, including meeting any applicable notification deadlines.

The Software is not a backup or archiving solution and shall not be relied upon as the sole repository of Buyer data. SharpeSoft has no obligation to restore or reconstruct any Buyer data under any circumstances.

To the extent Buyer's use of the Software involves the processing of personal information of California residents, including Buyer's employees, contractors, or other individuals, Buyer is solely responsible for ensuring that its collection and processing of such personal information complies with the California Consumer Privacy Act (CCPA), as amended by the California Privacy Rights Act (CPRA), and all other applicable privacy laws. Buyer shall provide all required notices to individuals

whose personal information is processed through the Software and shall handle all data subject rights requests - including access, deletion, and correction requests - arising from such individuals.

For Buyers located outside the United States, including Canada and Australia, Buyer is solely responsible for ensuring that its use of the Software complies with all applicable local privacy, data protection, and breach notification laws, including without limitation Canada's Personal Information Protection and Electronic Documents Act (PIPEDA), applicable provincial privacy legislation including Quebec's Act respecting the protection of personal information in the private sector (Law 25), and Australia's Privacy Act 1988 and Notifiable Data Breaches scheme. Buyer acknowledges that SharpeSoft's notification obligations under these Terms and applicable U.S. law do not extend to notifications required under non-U.S. law, and that Buyer is solely responsible for all such obligations to individuals, regulators, and governmental bodies in its jurisdiction.

9. Software Delivery and Hosting

On-Premise Deployment. Buyer is responsible for installation, hardware, infrastructure, security, and system compatibility. SharpeSoft has no responsibility or liability for Buyer's systems or any third-party systems.

Hosted and SaaS Services. SharpeSoft may provide Software through hosted, cloud-based, or remote-access environments. Delivery is complete upon provision of access credentials. SharpeSoft reserves the right to modify hosting infrastructure at any time without notice, provided such changes do not materially reduce core Software functionality. These services are delivered via internet and third-party infrastructure and may be subject to interruptions, outages, latency, or reduced availability beyond SharpeSoft's control. SharpeSoft does not guarantee continuous availability or uptime for any hosted or SaaS Product.

10. No Reliance on Software Outputs

The Software provides estimates, calculations, takeoffs, and related outputs that may vary based on user inputs, assumptions, and data quality. SharpeSoft does not guarantee the accuracy, completeness, or suitability of any outputs for any specific purpose. SharpeSoft expressly disclaims any warranty that the Software's calculations, formulas, or mathematical functions are free from errors, defects, or bugs, and any such errors shall not constitute a basis for any claim against SharpeSoft.

Buyer is solely responsible for: (a) verifying all Software outputs before use; (b) all decisions, bids, contracts, and actions based on such outputs; (c) any losses incurred in connection with any bid won or contract executed based on Software outputs, including but not limited to cost overruns, underestimation of project costs, or losses on awarded contracts; and (d) compliance with applicable legal and regulatory requirements.

Any assistance, training, demonstrations, or support provided by SharpeSoft - including any representations made during sales demonstrations, pre-sale evaluations, or marketing materials - are for general informational purposes only and do not constitute a warranty, guarantee, or representation of the Software's performance, accuracy, or suitability for Buyer's specific needs. Buyer expressly acknowledges that demonstrations of the Software may use sample data, controlled inputs, or simplified scenarios that may not reflect Buyer's actual operating conditions or data. No oral or written statement by any SharpeSoft employee, representative, or agent - including statements made before, during, or after any sales demonstration or evaluation - shall create any

warranty, representation, or obligation not expressly set forth in these Terms, and Buyer agrees not to rely on any such statements.

The Software performs calculations based solely on the data and inputs provided by Buyer. It does not evaluate the accuracy or reasonableness of Buyer's inputs, assess market conditions, validate pricing assumptions, or recommend bid amounts. All professional judgment regarding estimates, pricing strategy, and bid decisions remains solely with Buyer. Buyer is solely responsible for verifying that all inputs are accurate and complete before relying on any Software output.

The Software may allow Buyer to export data to third-party formats including Microsoft Excel and similar applications. Once data is exported from the Software, SharpeSoft has no control over, and no liability for, any modifications, errors, miscalculations, or other issues arising from Buyer's use, manipulation, or reliance on exported data in any third-party application. Buyer assumes all risk associated with any use of exported data outside of the Software.

Buyer acknowledges that data it generates or stores in the Software - including bid specifications, project data, pricing, and cost estimates - may constitute trade secrets under California Civil Code §§ 3426-3426.11 and applicable federal law. Buyer is solely responsible for implementing appropriate security measures to protect such information and for any consequences arising from its failure to do so.

Buyer is solely responsible for ensuring that its use of Software outputs, including pricing estimates and bid calculations, complies with all applicable antitrust and competition laws, including the California Cartwright Act (Business & Professions Code §§ 16700 et seq.) and all other applicable federal and state competition laws. SharpeSoft makes no representation that use of the Software for pricing or bidding purposes complies with any applicable antitrust law, and shall have no liability for any antitrust claim arising from Buyer's use of Software outputs.

11. Prices, Delivery, and Payment

All prices are subject to change without notice. Prices in a written proposal apply only to the Products and term stated and do not apply to renewals or future Orders unless expressly stated. All amounts are in United States dollars. Prices exclude taxes, and Buyer is responsible for all applicable taxes, levies, and duties.

Delivery dates are estimates. For Software and Services, delivery is complete upon provision of access, download link, or availability. Payment obligations are not contingent on Buyer's implementation, installation, or use. All payments are due without setoff, deduction, or withholding. Amounts paid are non-refundable. Notwithstanding the foregoing, SharpeSoft retains discretion to issue credits or refunds in exceptional circumstances as it deems appropriate in its reasonable judgment.

Overdue amounts will incur a late fee at SharpeSoft's sole discretion. Upon Buyer's default, SharpeSoft may accelerate all outstanding amounts and may suspend or terminate access to hosted or subscription Products without liability. Buyer is responsible for all costs of collection, including reasonable attorneys' fees, court costs, and collection expenses.

12. Custom Products

SharpeSoft makes no representations, guarantees, or warranties regarding the success, timeliness, or results of any Custom Product. All Custom Products are provided "AS IS, WITH ALL FAULTS."

Development timelines are estimates only, and revisions beyond the original agreed scope may result in additional charges.

If Buyer cancels a Custom Product Order, Buyer shall pay for all work performed through the date of cancellation. All Custom Product Software is licensed, not sold, and SharpeSoft retains all ownership and distribution rights. SharpeSoft has no liability for delays or failures arising from Buyer-provided data, specifications, or third-party systems.

13. Annual Maintenance and Support (AMF)

Annual Maintenance and Support ("AMF") is SharpeSoft's ongoing service program that keeps Buyer's Software current, secure, and supported. An active AMF agreement is required to receive any of the following from SharpeSoft:

- Technical support, including telephone, email, and remote assistance - including time-critical support during bid preparation, bid submission deadlines, or other operational emergencies;

- Reasonable assistance at SharpeSoft's sole discretion when Buyer experiences difficulty accessing or operating the Software following changes to Buyer's own IT environment, including hardware upgrades, operating system updates, server migrations, or new workstation deployments - provided that SharpeSoft is under no obligation to resolve issues originating from Buyer's systems, network, or IT infrastructure, and any such assistance is provided as a courtesy;

- Software updates, including all new versions, feature releases, and enhancements released during the AMF period;

- Bug fixes and defect corrections - without AMF, Buyer's installed version will not receive corrections for known defects that SharpeSoft has identified and resolved;

- Security patches - without AMF, Buyer's installed version will not receive security updates, leaving the Software potentially vulnerable to known security risks that SharpeSoft has already addressed in current versions; and

- Compatibility updates required to maintain Software functionality with updated operating systems, hardware, or third-party platforms.

Buyer expressly acknowledges that SharpeSoft has no obligation to respond to any request - regardless of urgency - for any service listed above unless AMF is current and all amounts due are paid in full. Any assistance SharpeSoft may choose to provide in the absence of active AMF is at SharpeSoft's sole discretion and does not create any obligation to provide further assistance. SharpeSoft shall have no liability for any losses, damages, missed bids, bid errors, or operational failures arising from Buyer's election not to maintain an active AMF agreement.

On-Premise Licenses. For Software licensed on an on-premise basis, AMF is optional unless otherwise specified in writing. AMF for on-premise licenses is invoiced annually. Buyer's timely payment of the AMF invoice constitutes renewal of AMF for the applicable annual period. Failure to pay an AMF invoice does not terminate Buyer's license to use the version of the Software currently installed; however, SharpeSoft will immediately cease providing all support, updates, bug fixes, security patches, and other AMF services for that license upon lapse. SharpeSoft has no obligation to provide any assistance of any kind - including emergency bid-day support - to any Buyer whose AMF is not current. Where Buyer holds multiple licenses and elects not to maintain AMF on one or more individual licenses, the rights associated with each such license for which AMF has lapsed are subject to modification, limitation, or forfeiture at SharpeSoft's sole discretion, and reinstatement of any such license may require, among other things, repurchase of that license at SharpeSoft's then-

current license pricing in addition to payment of any applicable AMF fees, as determined by SharpeSoft.

Hosted On-Premise Licenses. Where SharpeSoft hosts Buyer's on-premise license on SharpeSoft's infrastructure, failure to maintain current AMF will result in suspension of SharpeSoft's hosting services for that license. Upon suspension of hosting, Buyer retains its underlying on-premise license and may, at its sole expense, migrate and operate the Software on its own infrastructure; however, SharpeSoft has no obligation to assist with such migration and all support, updates, and services remain suspended until AMF is reinstated and all outstanding amounts are paid in full.

Subscription and Hosted Services. For Software provided on a subscription, hosted, or SaaS basis, Buyer's subscription automatically renews on an annual basis unless Buyer provides written notice of cancellation no fewer than thirty (30) days prior to the applicable annual renewal date. SharpeSoft will provide Buyer with at least thirty (30) days advance written notice of any pricing changes prior to each annual renewal. Buyer's continued use of the subscription following notice of a pricing change, or failure to timely cancel, constitutes express affirmative consent to renewal at the updated pricing. Monthly subscription fees are billed automatically to the payment method on file. SharpeSoft may also terminate any subscription without cause upon thirty (30) days written notice to Buyer.

Lapse and Reinstatement. Where Buyer has allowed AMF to lapse across all licenses held and later requests reinstatement, Buyer must:

- pay all AMF fees that would have been due for the entire lapsed period at SharpeSoft's then-current pricing;
- forfeit any previously granted discounts; and
- pay an additional reinstatement fee as determined by SharpeSoft in its sole discretion.

Buyer acknowledges that failure to maintain AMF or current versions of the Software may result in the Software becoming outdated, incompatible, or non-functional, and SharpeSoft shall have no responsibility or liability for any resulting issues, including any impact on Buyer's business operations or bid activity. SharpeSoft reserves the right in its sole discretion to refuse reinstatement of AMF for any license.

14. Suspension and Termination

SharpeSoft may immediately suspend, limit, or terminate access to any subscription, SaaS, or hosted Products if Buyer: (i) fails to make timely payment; (ii) breaches these Terms; or (iii) uses the Software in a manner that SharpeSoft reasonably believes poses a material risk of harm to SharpeSoft, its systems, reputation, or any third party. For on-premise licenses, SharpeSoft's remedy for non-payment or breach is the immediate cessation of all support, updates, and AMF services as described in Section 13.

Suspension or termination does not relieve Buyer of any payment obligations. Buyer is not entitled to any refund, credit, or compensation as a result of any suspension or termination. The following provisions survive termination: Sections 4, 5, 7, 8, 10, 15, 16, 17, 18, 19, 20, 21, 25, and 26.

15. Representations, Warranties, and Disclaimers

ALL PRODUCTS ARE PROVIDED "AS IS" AND "AS AVAILABLE" WITH ALL FAULTS, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW. SHARPESOFT DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, ALL IMPLIED WARRANTIES ARISING UNDER THE CALIFORNIA UNIFORM COMMERCIAL CODE, AND ANY WARRANTIES ARISING FROM COURSE OF DEALING, USAGE, OR TRADE PRACTICE.

SHARPESOFT DOES NOT WARRANT THAT PRODUCTS WILL BE UNINTERRUPTED, SECURE, OR ERROR-FREE; THAT DEFECTS WILL BE CORRECTED; OR THAT THE SOFTWARE WILL PRODUCE ACCURATE OR COMPLETE RESULTS FOR ANY PURPOSE. SHARPESOFT DOES NOT PROVIDE A SERVICE LEVEL AGREEMENT FOR ANY PRODUCT.

16. Limitation of Liability

IN NO EVENT (INCLUDING NEGLIGENCE) WILL SHARPESOFT BE LIABLE TO BUYER FOR ANY INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, CONSEQUENTIAL, OR PUNITIVE DAMAGES - INCLUDING LOSS OF PROFITS, REVENUE, DATA, LOST BIDS, LOSSES INCURRED ON AWARDED CONTRACTS, COST OVERRUNS, PROJECT LOSSES, BUSINESS INTERRUPTION, COST OF SUBSTITUTE SERVICES, OR DAMAGES ARISING FROM DATA BREACHES, CYBERATTACKS, OR UNAUTHORIZED ACCESS TO BUYER DATA - EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND REGARDLESS OF THE FORM OF ACTION.

THE MAXIMUM AGGREGATE LIABILITY OF SHARPESOFT TO BUYER UNDER ANY THEORY ARISING OUT OF OR RELATING TO THESE TERMS OR ANY PRODUCT SHALL NOT EXCEED THE TOTAL AMOUNT ACTUALLY PAID BY BUYER TO SHARPESOFT FOR THE SPECIFIC PRODUCT GIVING RISE TO THE CLAIM DURING THE TWELVE (12) MONTHS PRECEDING THE EVENT GIVING RISE TO THE CLAIM. IF THE CLAIM RELATES TO SERVICES OR SUPPORT, THE CAP SHALL APPLY TO AMOUNTS PAID FOR SUCH SERVICES DURING THE SAME PERIOD.

For the avoidance of doubt, the foregoing limitations apply to all damages of any kind, including direct, indirect, incidental, consequential, special, punitive, and exemplary damages, taken in the aggregate. Buyer acknowledges that pricing reflects this allocation of risk and that these limitations are an essential basis of the bargain between the Parties. To the maximum extent permitted by applicable law, any claim arising out of these Terms or any Product must be brought within one (1) year after the date Buyer discovered or reasonably should have discovered the claim, or such claim shall be permanently barred.

17. Indemnification

Buyer shall indemnify, defend, and hold harmless SharpeSoft and its officers, directors, employees, agents, and affiliates (the "**SharpeSoft Parties**") from and against any claims, damages, liabilities, losses, costs, and expenses (including reasonable attorneys' fees) arising out of or related to:

- Buyer's use or misuse of the Software, Products, or Services;
- Buyer's data, inputs, or outputs generated from the Software;
- Buyer's reliance on Software outputs, estimates, calculations, or results;
- any decisions or business activities based on Software outputs or SharpeSoft assistance;
- Buyer's violation of any applicable law, regulation, or third-party right;
- any third-party systems, integrations, or environments used by Buyer;
- Buyer's breach of these Terms or any applicable agreement with SharpeSoft; or
- unauthorized access to or use of the Software by Buyer or any party acting through Buyer's systems.

Buyer's indemnification obligations apply regardless of legal theory, except to the extent a claim is finally determined by a court of competent jurisdiction to have resulted solely from SharpeSoft's willful misconduct. SharpeSoft shall provide Buyer with prompt written notice of any claim for which indemnification is sought, provided that failure to provide such notice shall not relieve Buyer of its indemnification obligations except to the extent Buyer is materially prejudiced by such failure. SharpeSoft may assume exclusive defense of any indemnified matter, and Buyer shall cooperate fully. Buyer shall not settle any claim that imposes liability on any SharpeSoft Party without SharpeSoft's prior written consent. Buyer's indemnification obligations under this section shall not be subject to the limitations of liability set forth in Section 16, as indemnification obligations represent a separate contractual commitment.

18. Injunctive Relief

Buyer acknowledges that any breach of these Terms - including unauthorized use, disclosure, or misuse of the Software or Confidential Information - may cause irreparable harm to SharpeSoft for which monetary damages would be insufficient. SharpeSoft is entitled to seek immediate injunctive or equitable relief without the requirement to post bond, in addition to any other available remedies.

19. Dispute Resolution

Before initiating any legal action, Buyer shall provide SharpeSoft written notice of the dispute and allow at least thirty (30) days for informal resolution. If informal resolution fails, the Parties agree to first attempt non-binding mediation in Sutter County, California before initiating litigation. The mediator shall be a mutually agreed-upon neutral, or if the Parties cannot agree within fifteen (15) days of a written request for mediation, either Party may request appointment of a mediator through the American Arbitration Association's mediation program or a comparable low-cost mediation service. The costs of mediation shall be shared equally by the Parties. Mediation shall be deemed complete upon the earlier of: (a) a written settlement agreement signed by both Parties; (b) a written declaration of impasse by the mediator; or (c) the passage of sixty (60) days from commencement of mediation without resolution. If either Party refuses to participate in good faith in mediation after proper notice, the other Party may proceed directly to litigation without further obligation to mediate.

If Buyer fails to perform any obligation under these Terms, Buyer shall reimburse SharpeSoft for all reasonable costs incurred in enforcing its rights, including attorneys' fees, court costs, and

collection expenses. In any action where SharpeSoft is the prevailing party, SharpeSoft shall be entitled to recover its reasonable attorneys' fees and costs.

20. Governing Law, Jurisdiction, and Waiver of Jury Trial

These Terms shall be governed by the laws of the State of California, without regard to its conflict of laws principles. All disputes shall be brought exclusively in the state or federal courts located in Sutter County, California. Buyer irrevocably submits to such jurisdiction and waives any objection based on improper venue, lack of jurisdiction, or forum non conveniens. Buyers located outside the State of California acknowledge and agree that they are entering into a commercial agreement with a California corporation, that California law governs this agreement as a condition of that transaction, and that the California-specific provisions of these Terms (including provisions referencing California statutes) apply to the extent such provisions relate to SharpeSoft's rights and obligations, even where Buyer is located in another state or jurisdiction.

BUYER AND SHARPESOFT EACH WAIVE THE RIGHT TO A TRIAL BY JURY ON ANY CLAIM RELATING TO OR ARISING OUT OF THESE TERMS OR ANY PRODUCT.

The parties expressly exclude the application of the United Nations Convention on Contracts for the International Sale of Goods (CISG) to these Terms and any transaction governed hereunder.

21. Export Control and International Compliance

Buyer agrees to comply with all applicable U.S. export control laws and regulations, including the Export Administration Regulations (EAR) and sanctions programs administered by the U.S. Office of Foreign Assets Control (OFAC). Buyer shall not export, re-export, or transfer any Software in violation of United States export control laws, sanctions, or embargoes.

For Buyers located outside the United States, including Canada and Australia, Buyer is solely responsible for ensuring that its receipt, use, and operation of the Software complies with all applicable import, export, and technology transfer laws in Buyer's jurisdiction. SharpeSoft makes no representation that the Software, its features, or its outputs comply with the laws, regulations, standards, or requirements of any jurisdiction outside the United States. SharpeSoft has no obligation to modify, adapt, or certify the Software to meet any non-U.S. legal or regulatory requirement, and shall have no liability arising from Buyer's use of the Software in any jurisdiction outside the United States.

22. Government Entities

If Buyer is a federal, state, or local governmental entity, agency, department, municipality, county, special district, or other public entity (collectively, a "Government Buyer"), these Terms apply to the fullest extent permitted by applicable law. Any provision prohibited or unenforceable under law governing such Government Buyer shall be modified only to the minimum extent required, and all remaining provisions remain in full force.

Government Buyer represents and warrants that: (a) it has obtained all necessary approvals, appropriations, authorizations, and consents required under applicable law to enter into and perform its obligations under these Terms; (b) these Terms constitute a valid, binding, and enforceable commercial obligation of Government Buyer; (c) the individual executing or accepting

these Terms on behalf of Government Buyer has full authority to bind Government Buyer; and (d) sufficient funds have been appropriated or are otherwise available to satisfy Government Buyer's payment obligations hereunder. Failure to maintain appropriated funds shall not excuse Government Buyer's payment obligations or give rise to any right to terminate or modify these Terms without liability.

The terms governing on-premise licenses, hosted on-premise licenses, subscription services, AMF, and suspension of services set forth in Sections 9, 13, and 14 apply to Government Buyers in the same manner as all other Buyers. Government Buyers are not entitled to any modified, reduced, or preferential terms with respect to AMF, support, updates, or service suspension solely by virtue of their governmental status, except to the extent required by applicable law.

SharpeSoft makes no representation that the Software meets any government cybersecurity framework, certification, procurement standard, or accessibility requirement. Government Buyer is solely responsible for ensuring that its use of the Software and any hosted services complies with all applicable government IT security, procurement, and public records requirements. SharpeSoft shall have no liability arising from any breach, disclosure, or public records request affecting data stored in or processed by the Software.

23. Force Majeure

SharpeSoft shall not be liable for any failure or delay in performance resulting from causes beyond its reasonable control, including acts of God, natural disasters, internet or telecommunications failures, cyberattacks, power outages, labor disputes, war, terrorism, civil unrest, governmental actions, or failures of third-party providers. Such events shall not constitute a breach of these Terms.

24. Assignment

Buyer may not assign, transfer, delegate, or otherwise convey any rights or obligations under these Terms without SharpeSoft's prior written consent. Any attempted assignment in violation of the foregoing is null and void. SharpeSoft may assign these Terms in its sole discretion without restriction, including in connection with a merger, acquisition, or sale of assets.

25. Data Export and Third-Party Integrations

The Software supports export of data to third-party formats and applications including Microsoft Excel and similar tools. SharpeSoft does not control, endorse, or adopt any third-party application to which data is exported, and makes no representations or warranties regarding their accuracy, availability, security, or fitness for any purpose. SharpeSoft has no liability for any exported data once it leaves the Software, and Buyer uses any such third-party application entirely at its own risk.

26. General Provisions

Remedies and Waivers. All remedies are cumulative. SharpeSoft's failure to enforce any provision shall not prevent subsequent enforcement and shall not constitute a waiver. Any waiver must be in writing and signed by an authorized SharpeSoft representative.

Severability. If any provision is held invalid or unenforceable, it shall be enforced to the maximum extent possible, and all remaining provisions shall remain in full force.

Entire Agreement. These Terms constitute the entire agreement between the Parties regarding their subject matter and supersede all prior or contemporaneous agreements, understandings, or communications. Buyer acknowledges that it has not relied on any representation, warranty, or statement not expressly set forth in these Terms, including any representation made during any sales demonstration, evaluation, or pre-sale discussion.

Amendments. SharpeSoft may update these Terms at any time. The current version is always posted at **www.sharpesoft.com/terms**. Continued use of any Product after an update constitutes acceptance of the revised Terms.

Relationship of Parties; No Third-Party Beneficiaries. Nothing in these Terms creates a partnership, joint venture, employment, agency, fiduciary, or advisory relationship between SharpeSoft and Buyer. There are no third-party beneficiaries to these Terms.

Notices. Any notices under these Terms shall be in writing and delivered by email with confirmation of receipt to admin@sharpesoft.com, or by overnight courier or certified mail to the addresses on file for each Party.

English Version Controls. Any translations of these Terms are for convenience only. In the event of any ambiguity or inconsistency, the English version controls.

Questions about these Terms? Contact Sharpe Software, Inc. (dba SharpeSoft) at admin@sharpesoft.com.

Terms: www.sharpesoft.com/terms

These Terms are incorporated by reference into all SharpeSoft invoices. Payment of any SharpeSoft invoice constitutes acceptance of the Terms in effect at that time.

Last Updated: March 2026 - These Terms supersede all prior versions.