Terms and Conditions
(version June 01, 2023)

EBF Inc.

3110 Main Street Building C

Santa Monica, CA 90405

USA

These Terms and Conditions are between EBF, Inc. - hereinafter referred to as Contractor or "EBF" – and its clients – each of which is hereinafter referred to as "Client". Client and Contractor are hereinafter jointly referred to as "Parties" and individually as a "Party".

The Terms and Conditions apply to any agreememnt and contractual relationship between the Parties. By entereing into an agreement with Contractor, Client consents to comply with these terms. Client agrees with and is deemed to have entered into an agreement with Contractor upon the earlier of: (a) submission of a countersigned proposal or a signed order, or a signed agreement; or (b) Client's continued use of Service(s) provided by Contractor after June 01, 2023.

A. Limitations on Service and Performance

1. Contractor's obligation to provide services is limited to services explicitly agreed to between the Parties.
2. Services may not be used for any unlawful purpose.
3. The Contractor cannot guarantee compliance with the service or response times in regard to services performed by third parties.
4. Services outside the applicable service hours require an agreement between the Parties and cannot be guaranteed.
5. Invoices are payable within 30 days without deductions. All individual prices as well as the corresponding surcharges are net plus value added tax, sales tax or any other mandatory surcharges, as applicable.
6. The services contracted will be performed remotely. Remote support services cannot be converted into on-site services.
7. Unless explicitly agreed to by Contractor in writing the following components are not part of Contractor's services:
a) Non-rented Licenses for the products used

b) Statistical evaluations or export of the data in other formats than Microsoft Office or provision of such interfaces

c) Creation of possible help documents or functions for users and administrators, if not provided within the scope of a project contingent.

d) Support, maintenance and care of applications not defined between the Parties

e) The installation or configuration of hardware, software, of any type whatsoever or operating systems.The installation and configuration services are limited to the messaging environment of the client.

f) Migrations to major releases.

g) Advising the client outside the agreed upon times

h) The care and maintenance of hardware systems and software not specifically covered.

B. Termination

1. The right of termination for good cause by giving written notice remains unaffected.

2. A good cause is, for example, but not limited to, the following:

a. One of the Parties continously violates an essential contractual obligation; or

b. Bankruptcy or other insolvency proceedings are instated against one of the Parties or a Party files a petition for bankruptcy or other insolvency proceeding.

c. One Party commits such a serious breach of this Agreement that the other party cannot reasonably be expected to continue to be bound by the agreement between the Parties.

C. Changes

1. Subsequent changes to the type or scope of services require a corresponding change agreement in writing.

2. Any delay caused by the Client's failure to fulfill its obligations will reasonably extend the Contractor's time for performance. If the Client does not comply with the obligations to cooperate and this results in additional expenses, the contractor shall be entitled to invoice these additional expenses.

3. Each Party must communicate its up-to-date address, telephone number and e-mail address.

D. Liability

1. The Contractor assumes no liability for the loss or damage of data, except in cases of gross negligence or intent. Any obligations regarding the collection, storing, handling or deleting of data of Client's customers remains with Client.

2. IN NO EVENT SHALL CONTRACTOR BE RESPONSIBLE OR LIABLE FOR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE, OR ENHANCED DAMAGES, LOST PROFITS OR REVENUES, OR DIMINUTION IN VALUE, ARISING OUT OF OR RELATING TO ANY BREACH OF ANY PROVISION OF AN AGREEMENT, REGARDLESS OF (A) WHETHER SUCH DAMAGES WERE FORESEEABLE, (B) WHETHER OR NOT CONTRACTOR WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND (C) THE LEGAL OR EQUITABLE THEORY (CONTRACT, TORT, OR OTHERWISE) UPON WHICH THE CLAIM IS BASED, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.

3. IN NO EVENT SHALL CONTRACTOR'S AGGREGATE LIABILITY EXCEED THE TOTAL OF THE AMOUNTS PAID TO CONTRACTOR BY CLIENT IN THE SIX MONTHS PRECEDING THE FIRST INCIDENT OUT OF WHICH THE LIABILITY AROSE OR TEN THOUSAND DOLLARS ($10,000), WHICHEVER IS LESS.

E. Force Majeur

Contractor shall not be liable or responsible to Client, or be deemed to have defaulted under or in breach of any agreement, for any failure or delay in fulfilling or performing any term of this agreement, when and to the extent such failure or delay is caused by or results from acts beyond Contractor's reasonable control, including, without limitation, the following force majeure events ("Force Majeure Event(s)"): (a) acts of God; (b) flood, fire, earthquake, pandemic or epidemic, or explosion; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest; (d) government order, law, or action; (e) embargoes or blockades in effect on or after the date of the agreement; (f) national or regional emergency; (g) strikes, labor stoppages or slowdowns or other industrial disturbances; (h) network issues, unforeseen technical difficulties, telecommunication breakdowns, power outages or shortages, lack of warehouse or storage space, inadequate transportation services, or inability or delay in obtaining supplies of adequate or suitable materials; and (i) other events beyond the control of Contractor. Contractor shall resume the performance of its obligations as soon as reasonably practicable after the removal of the cause.

F. Confidentiality, data protection

All non-public, confidential, or proprietary information of Contractor, including, but not limited to, the terms of any Agreement and any specifications, data, pricing, discounts, or rebates, disclosed by Contractor to Client, whether disclosed orally or disclosed or accessed in written, electronic, or other form or media, and whether or not marked, designated, or otherwise identified as "confidential", "proprietary" or similar designations, in connection with an Agreement is confidential, solely for the use of performing under the agreement between the Parties, and may not be disclosed or copied unless authorized by Contractor in writing. Upon Contractor's request, Client shall promptly return all documents and other materials received from Contractor hereunder. Contractor shall be entitled to injunctive relief for any violation of this Section. This Section shall not apply to information that is: (a) in the public domain; (b) known to Client at the time of disclosure without any restriction on disclosure or use; or (c) rightfully obtained by Client on a non-confidential basis from a third party who is not under any confidentiality obligations with EBF.

G. Loyalty

1. The Parties undertake to maintain mutual loyalty. In particular, the Parties shall refrain from active poaching of employees and doing business directly for their own account with employees of the other Party. This covenant shall continue to stay in force for 2 years after the end of the term of the agreement between the Parties.

2. In addition, the Client undertakes not to pass on the names of any of the Contractor's employees - in particular to the Contractor's competitors - or to make any recommendations to one of Contractor's competitors.

H. General

1. Any agreement and the entire relationship between the Parties shall be governed by, and construed exclusively in accordance with, the laws of the State of California, without regard to the conflict of laws provisions of this State. Notwithstanding the provisions for arbitration in these Terms and Conditions any legal suit, action, or proceeding arising out of the relationship between the Parties must be instituted exclusively in the Superior Court of County of Los Angeles, State of California, and each Party irrevocably submits to the exclusive jurisdiction of this court in any such suit, action, or proceeding.

2. If a dispute arises out of or relates to an Agreement, or the breach thereof, and if the dispute cannot be settled through negotiation, any controversy or claim shall be settled by arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof.

3. NOTWITHSTANDING THE ARBITRATION CLAUSE, EACH PARTY ACKNOWLEDGES AND AGREES THAT ANY CONTROVERSY THAT MAY ARISE BETWEEN THE PARTIES, INCLUDING IN CONNECTION WITH ANNEXES, EXHIBITS, SCHEDULES, ATTACHMENTS, AND APPENDICES ATTACHED TO ANY AGREEMENT, IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES AND, THEREFORE, EACH SUCH PARTY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LEGAL ACTION ARISING OUT OF OR RELATING TO AN AGREEMENT, INCLUDING ANY PROPOSALS, ORDERS, EXHIBITS, SCHEDULES, ATTACHMENTS, OR APPENDICES ATTACHED TO THIS AGREEMENT, OR THE TRANSACTIONS CONTEMPLATED THEREBY.

4. If any term or provision of an agreement, including the Terms and Conditions is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision or invalidate or render unenforceable such term or provision in any other jurisdiction. In such a case, the Parties shall negotiate in good faith to replace the invalid provision with a provision the effect of which shall match as closely as possible the intended effect of the invalid provision.

5. No amendment to or modification of an agreement is effective unless it is in writing and signed by an authorized representative of each Party.

6. No waiver by any Party of any of the provisions of an agreement shall be effective unless explicitly set forth in writing and signed by the party so waiving. Except as otherwise set forth in an agreement, no failure to exercise, or delay in exercising, any rights, remedy, power, or privilege shall operate or be construed as a waiver thereof, nor shall any single or partial exercise of any right, remedy, power, or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.

I.Definitions

.	DEFINITION
documentation	The complete content and technical description of the software in electronic and/or printed form. Documentation includes - without limitation - user instructions, manuals and descriptions.

flaw	Deviations of the services provided from the agreed scope of delivery and services or deviations which impair the fitness for use for the agreed purpose.
Error class 1	Catastrophic failure causes total failure or irrevocable data loss. The error is critical for business operations. Related business processes can no longer be carried out, there is no workaround. The agreed response time can only be guaranteed in the event of acceptance by telephone. Exemplary errors: Serious procedural error, essential functions cannot be used, a circumvention of the error is only possible with an unreasonably high effort. Errors which, due to missing or incorrect documentation, make the use of the services impossible or promote the risk of incorrect entries, etc.
Error class 2	The operation or the intended use is only possible with major impairments. The error is verifiably bypassable at short notice. The circumvention solution shall be provided by the Contractor. The Client may not incur any additional costs and/or expenses as a result of the chosen circumvention solution. The agreed response time can only be guaranteed in the event of acceptance by telephone. Exemplary errors: Errors that can be avoided by a technical or organizational replacement solution, provided they are limited in time. Missing or incorrect documentation of components of the service provided that impairs the operation or use of the service, etc.
Error class 3	Operating environment can be used, the error causes disruption in areas that are not critical to business operations; there is a workaround. The documented workaround causes inconvenience for the Client.
Error class 4	All functionalities of the operating environment can be used, but an error of minor importance exists. There is a workaround or the impact is minor.
resolution time	Time after a permanent solution to a fault has been implemented. If software fixes of the manufacturer are necessary, a workaround can be implemented alternatively.
Service Time (ST)	Defined period of availability and reachability, as well as reaction times of the Contractor.
recovery time	Time after the operation of the platform has been restored, possibly by workarounds.

Business Day	"Business day" means any day that is not a Saturday, Sunday, or holiday as specified in Sections 6700 and 6701 of the California Government Code.
reaction time	Time after an error has been reported until the message is sent back to the detector that processing has started.