

## NolaPro Service Agreement

This NolaPro Service Agreement (the "Agreement") regulates your use of Noguska's hosted NolaPro application, NolaPro ERP, NolaPro CS, any other derivative products and all related services (collectively, the "Services").

This Agreement covers (a) complimentary, (b) trial, and (c) paid service subscriptions.

By clicking to accept this Agreement, you the end-user ("you") are agreeing to the terms herein of this Agreement. If you are entering into this Agreement on behalf of a company or any other party, you acknowledge that you have the authorization to bind such party and any applicable affiliate(s) to these terms and conditions, in which case all personal references herein refer to such party and their respective affiliate(s). If you do not have such authorization, or if you do not agree with the terms of this Agreement, you must not accept this Agreement nor use the NolaPro hosted application or any other Noguska related Services.

You may not accept this Agreement if you are our direct competitor, except with our prior written consent, nor may you access these Services for any purpose whatsoever.

This Agreement was last updated on September 18, 2025. It is effective between you and Noguska Inc as of the date of your acceptance of this Agreement. The terms of this Agreement may be changed by Noguska Inc at any time without prior notice.

### 1. DEFINITIONS

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

"Improper Code" means viruses, malware, adware, worms, time bombs, Trojan horses and other harmful files, scripts, agents or programs.

"3rd Party Applications" means online applications, offline software products or in-house development that are provided by entities or individuals other than Noguska Inc.

"Service(s)" means the NolaPro products and related services that are ordered by you and made available by Noguska Inc via the customer login link at <http://www.nolapro.com> and/or other web pages designated by Noguska Inc, including associated offline components, as described in the User Guide. "Services" exclude 3rd Party Applications.

"User Guide" means any of the following: the quick startup guide, help text and/or digital or printed manuals.

"Users" means individuals who are authorized by you to use the Services, for whom subscriptions to a Service have been ordered, and who have been supplied with user identifications and passwords by you (or by Noguska Inc at your request). Users may include but are not limited to your employees, consultants, contractors and agents, and third parties with which you transact business.

"Your Data" means all electronic data or information submitted by you to the Purchased Services.

## **2. FREE TRIAL PERIOD**

If you register on our website for a free trial period, Noguska Inc may make one or more Services available to you on a trial basis free of charge until the earlier of (a) the end of the free trial period for which you registered or are registering to use the applicable Service or (b) the start date of any purchased Services ordered by you. Additional trial terms and conditions may appear on the trial registration web page. Any such additional terms and conditions are incorporated into this Agreement by reference and are legally binding.

Any data you enter into any NolaPro application and/or any customizations made to the NolaPro application by or for you during the free trial period will be permanently lost until you upgrade to a paid subscription or export Your Data at the end of the free trial period.

NOTWITHSTANDING SECTION 9 (WARRANTIES AND DISCLAIMERS), DURING THE FREE TRIAL THE SERVICES ARE PROVIDED "AS-IS" WITHOUT ANY WARRANTY.

## **3. PURCHASED SERVICES**

Noguska Inc shall make the Purchased Services available to you pursuant to this Agreement during a subscription term. You agree that your purchases hereunder are neither contingent on the delivery of any future functionality or features nor dependent on any oral or written public comments made by Noguska Inc regarding future functionality or features.

Unless otherwise specified in writing by Noguska Inc, Services are purchased as subscriptions and are non-transferable without authorization from Noguska Inc. Such Services will be terminated at the end of the free trial period or upon cancellation of the subscription.

## **4. USE OF THE SERVICES**

Noguska Inc may: (i) provide limited support options for the Purchased Services to you at no additional charge, including text help, knowledge base and online videos, and/or upgraded support if purchased separately, (ii) use commercially reasonable efforts to make the Purchased Services available 24 hours a day, 7 days a week, except for: (a) planned downtime, or (b) any unavailability caused by circumstances beyond Noguska Inc's reasonable control, including without limitation, acts of God, acts of government, floods, earthquakes, fires, civil unrest, acts

of terror, strikes or other labor problems (other than those involving our employees), Internet service provider failures or delays, or denial of service attacks, and (iii) provide the Purchased Services only in accordance with applicable laws and government regulations.

Noguska Inc shall maintain appropriate administrative, physical, and technical safeguards for protection of the security, confidentiality and integrity of Your Data. Noguska Inc shall not (a) modify Your Data, (b) disclose Your Data except as compelled by law in accordance with Section 8 (Compelled Disclosure) or as expressly permitted in writing by you, or (c) access Your Data except to provide the Services and prevent or address service or technical problems, or at your request in connection with customer support matters.

You shall (i) be responsible for users' compliance with this Agreement, (ii) be responsible for the accuracy, quality and legality of Your Data and of the means by which you acquired Your Data, (iii) use commercially reasonable efforts to prevent unauthorized access to or use of the Services and notify Noguska Inc promptly of any such unauthorized access or use, and (iv) use the Services only in accordance with this Agreement and applicable laws and government regulations. You shall not (a) make the Services available to anyone other than your own authorized users, (b) sell, resell, rent or lease the Services, (c) use the Services to store or transmit infringing, libelous, or unlawful material, or to store or transmit material in violation of third-party privacy rights, (d) use the Services to store or transmit Improper Code, (e) interfere with or disrupt the integrity or performance of the Services or third-party data contained therein, or (f) attempt to gain unauthorized access to the Services or their related systems or networks.

Services may be subject to other limitations, such as, for example, limits on disk storage space, bandwidth, the number of calls you are permitted to make against the NolaPro application programming interface and/or website, and, for Services that enable you to provide public websites, on the number of page views by visitors to those websites. Limitations may vary depending on NolaPro product version and are subject to change without notice by Noguska Inc at any time.

## **5. 3<sup>RD</sup> PARTY PROVIDERS**

Noguska Inc or 3<sup>rd</sup> parties may from time to time make available to you third-party products or services, including but not limited to 3<sup>rd</sup> Party Applications and implementation, customization and other consulting services. Any acquisition by you of such non-Noguska Inc products or services, and any exchange of data between you and any non-Noguska Inc provider, are solely between you and the applicable 3<sup>rd</sup> party provider. Noguska Inc does not warrant or support 3<sup>rd</sup> party products or services, whether or not they are designated by Noguska Inc as "certified", "authorized", are listed on the <http://www.nolapro.com> website or otherwise. Note that no purchase of 3<sup>rd</sup> Party Applications or services is required to use the Services except a supported Internet-accessible device and web browser.

If you install or enable 3rd Party Applications for use with Services, you acknowledge that Noguska Inc may allow providers of those 3rd Party Applications to access Your Data as required for the interoperation of such 3rd Party Applications with the Services. Noguska Inc shall not be responsible for any disclosure, modification or deletion of Your Data resulting from any such access by 3<sup>rd</sup> party providers.

## **6. SERVICE & SUBSCRIPTION FEES**

You agree to pay all fees specified for the particular NolaPro product upon sign-up. Except as otherwise specified herein or by written authorization of Noguska Inc, fees may be based on services purchased with or without some limitations for actual usage by product, and payment obligations are non-cancelable and fees paid are non-refundable. User subscription fees are billed (a) on a pro-rated basis for the previous month of service, and/or (b) on an annual basis for a tiered block of user licenses. Noguska Inc reserves the right to modify pricing based on cost, market pricing or other factors with an advance notice of fourteen (14) days.

At the end of your Free Trial Period, you agree to provide Noguska Inc with valid and updated credit card information, or with a valid purchase order or alternative document reasonably acceptable to Noguska Inc unless you have otherwise cancelled the subscription and all accompanying Services. If you provide credit card information to Noguska Inc, you authorize Noguska Inc to charge such credit card for all Services listed at the time of the initial subscription and for any renewal subscription term(s) as set forth in Section 12 herein. Such charges shall be made in advance, either annually or in accordance with any different billing frequency stated at the time of signup unless otherwise arranged with Noguska Inc. You are responsible for providing complete and accurate billing and contact information to Noguska Inc and notifying Noguska Inc of any changes to such information.

If any amount owing by you under this or any other agreement for our Services is thirty (30) or more days overdue (or ten (10) or more days overdue in the case of amounts you have authorized Noguska Inc to charge to your credit card), Noguska Inc may, without notice suspend any subscription(s) and/or Services to you until such amounts are paid in full. Noguska Inc will attempt to rebill you and will contact you within seven (7) days after your account is overdue before suspending Services to you.

Unless otherwise stated, fees do not include any taxes, levies, duties or similar governmental assessments of any nature, including but not limited to value-added, sales, use or withholding taxes, assessable by any local, state, provincial, federal or foreign jurisdiction (collectively, "Taxes"). You are responsible for paying all Taxes associated with your purchases hereunder. If Noguska Inc has the legal obligation to pay or collect Taxes for which you are responsible under this paragraph, the appropriate amount shall be invoiced to and paid by you, unless you provide Noguska Inc with a valid tax exemption certificate authorized by the appropriate taxing authority.

## **7. PROPRIETARY RIGHTS**

Subject to the limited rights expressly granted hereunder, Noguska Inc reserves all rights, title and interest in and to the Services, including all related intellectual property rights. No rights are granted to you hereunder other than as expressly set forth herein.

You shall not (i) permit any third party to access the Services except as permitted herein or by written authorization of Noguska Inc, (ii) create derivative works based on the Services except as authorized herein, (iii) copy, frame or mirror any part or content of the Services, other than copying or framing on your own intranets or otherwise for your own internal business purposes, (iv) attempt to reverse engineer the Services, or (v) access the Services in order to (1) build a competitive product or service, or (2) copy any features, functions or graphics of the Services.

If you, a 3rd party acting on your behalf, or any user on your subscription creates applications or program code using the Services, you may authorize Noguska Inc to host, copy, transmit, display and adapt such applications and program code, solely as necessary for Noguska Inc to provide the Services in accordance with this Agreement. Subject to the above, Noguska Inc acquires no right, title or interest from you or your licensors under this Agreement in or to such applications or program code, including any intellectual property rights therein.

Subject to the limited rights granted by you hereunder, Noguska Inc acquires no right, title or interest from you or your licensors under this Agreement in or to Your Data, including any intellectual property rights therein.

Noguska Inc shall have a royalty-free, worldwide, irrevocable, perpetual license to use and incorporate into the Services any paid or unpaid customizations, suggestions, enhancement requests, recommendations or other feedback provided by you, including Users, relating to the operation of the Services.

## **8. CONFIDENTIALITY**

As used herein, "Confidential Information" means all proprietary and confidential information disclosed by one party to another party whether verbally, via electronic transmission or in writing, that is designated as confidential or that should be reasonably understood to be confidential given the nature of the information and the circumstances of disclosure. Your Confidential Information shall include Your Data; Noguska Inc's Confidential Information shall include the Services; and Confidential Information of each party shall include the terms and conditions of this Agreement and all signup pages derived from <http://www.nolapro.com>, as well as business and marketing plans, technology and technical information, product plans and designs, and business processes disclosed by such party. However, your Confidential Information (other than Your Data) shall not include any information that (i) is or becomes generally known to the public, (ii) was known to Noguska Inc prior to its disclosure by you, (iii) was received from a third party, or (iv) was independently ascertained by Noguska Inc.

You agree to use all good faith efforts and same degree of care that you use to protect the confidentiality of your own personal information (but in no event, "less than reasonable care") (i) to not misuse any Confidential Information of Noguska Inc for any purpose outside the scope of this Agreement, and (ii) except as otherwise authorized by Noguska Inc in writing, to limit access to Confidential Information of Noguska Inc to those of its and its Affiliates' employees, contractors and agents who need such specific access for purposes consistent with this Agreement and who have signed confidentiality agreements with you containing protections no less stringent than those herein. You agree not to disclose the terms of this Agreement to any third party other than your affiliates or their legal counsel and accountants without Noguska Inc's prior written consent.

Noguska Inc may disclose Confidential Information from you if it is compelled by law to do so. Noguska Inc may also provide reasonable assistance, at its sole discretion and your sole cost, if you wish to contest the disclosure. If Noguska Inc is compelled by law to disclose your Confidential Information as part of a civil proceeding to which you are a party, and you are not contesting the disclosure, you agree to reimburse Noguska Inc for its reasonable cost of compiling and providing secure access to such Confidential Information.

## **9. WARRANTIES AND DISCLAIMERS**

Noguska Inc warrants that (i) Noguska Inc has validly entered into this Agreement and has the legal power to do so, (ii) the functionality of the Services will not be materially decreased during a subscription term, and (iii) Noguska Inc will not intentionally transmit Improper Code to you or provide Services containing Improper Code. For any breach of a warranty above, your exclusive remedy shall be as provided in Section 12 herein.

You warrant that you have validly entered into this Agreement and have the legal power to do so.

Except as expressly provided herein, Noguska Inc makes no warranties of any kind, whether express, implied, statutory or otherwise, and each party specifically disclaims all implied warranties, including any warranties of merchantability or use for a specific purpose, to the maximum extent permitted by law.

## **10. INDEMNIFICATION**

You shall defend Noguska Inc against any claim, demand, suit or proceeding made or brought against Noguska Inc by a third party alleging that Your Data, or your use of the Services in breach of this Agreement, infringes or misappropriates the intellectual property rights of a third party or violates applicable law (a "Claim Against Noguska Inc"), and shall indemnify Noguska Inc for any damages, attorney fees and costs finally awarded against Noguska Inc as a result of, or for any amounts paid by Noguska Inc under a court-approved settlement of, a Claim Against Noguska Inc; provided that Noguska Inc's (a) promptly gives you written notice of the Claim Against Noguska Inc; (b) gives you partial control of the defense and settlement of the Claim Against Noguska Inc (provided that you may not settle any Claim Against Noguska Inc unless

the settlement unconditionally releases Noguska Inc of all liability); and (c) provides to you all reasonable assistance, at your expense.

## **11. LIMITATION OF LIABILITY**

In no event shall Noguska Inc have any liability to you for any lost profits, revenues, labor time, lost or damaged assets, or for any indirect, special, incidental, consequential, cover or punitive damages regardless of however caused, whether in contract, tort or under any other theory of liability, and whether or not the party has been advised of the possibility of such damages. This disclaimer shall not apply to the extent prohibited by law.

## **12. TERM AND TERMINATION**

This Agreement commences on the date you accept it and continues until all subscriptions and/or Services granted in accordance with this Agreement have expired or have been terminated. If you elect to use the Services for a free trial period and do not purchase a subscription before the end of that period, this Agreement will terminate at the end of the free trial period.

User subscriptions purchased by you commence at the time of signup and continue for the subscription term specified therein. User subscriptions shall automatically renew for additional periods equal to their sign-up period in perpetuity until cancelled. Note that since monthly fees are typically billed at month-end, upon cancellation you will be responsible for such previous month(s) of service; and, unless otherwise agreed by Noguska Inc, you agree that such previous monthly subscription fees, unpaid services and/or any other outstanding balances shall be automatically charged to your payment method on file.

You or Noguska Inc may terminate this Agreement for cause: (i) upon verbal, electronic or written notice to the other party of a material breach if such breach remains uncured for thirty (30) days, or (ii) if you become the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation or assignment for the benefit of creditors.

Upon any termination for cause by you, Noguska Inc shall refund you any prepaid fees covering the remainder of the term of all subscriptions after the effective date of termination. Upon any termination for cause by Noguska Inc, you shall pay any unpaid fees covering the remainder of the term after the effective date of termination. In no event shall any termination relieve you of the obligation to pay any fees payable to Noguska Inc for the period prior to the effective date of termination.

Noguska Inc also retains the right to terminate this Agreement without cause if it provides you with (30) days prior verbal, electronic or written notice. In this event, Noguska Inc will refund any paid subscription and/or support fees, prorated from their respective start dates to the actual scheduled date of termination as long as you owe no other fees for customizations, add-ons, licensing or any other goods or Services. Otherwise, such outstanding balance(s) will be deducted from the aforementioned refund.

After cancellation by you or termination by Noguska Inc with or without cause, Noguska Inc shall have no obligation to maintain or provide any of Your Data and shall thereafter, unless legally prohibited, delete all Your Data in Noguska Inc's possession or under their control.

Sections 6 (Service & Subscription Fees), Section 7 (Proprietary Rights), Section 8 (Confidentiality), Section 9 (Warranties and Disclaimers), Section 10 (Indemnification), Section 11 (Limitation of Liability), and paragraphs 4 and 5 of Section 12 (Term and Termination) shall survive any termination or expiration of this Agreement.

### **13. CONTRACT ISSUER**

Noguska Inc  
An Ohio Corporation  
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Cleveland, Ohio 44120  
419-435-0404