

Software Services Agreement

This Software Services Agreement, as of the date that You accept this Agreement (defined below) (“Effective Date”), is hereby entered into and agreed upon by you, either an individual or an entity (“You” or “Company”) and Workhorse Software Services, Inc (“Workhorse”).

BY ACCEPTING THIS AGREEMENT, EITHER BY INDICATING YOUR ACCEPTANCE, BY EXECUTING AN ORDER FORM THAT REFERENCES THIS AGREEMENT, OR BY UTILIZING THE SERVICES (DEFINED BELOW), YOU AGREE TO THIS AGREEMENT. THIS AGREEMENT IS A LEGALLY BINDING CONTRACT BETWEEN YOU AND WORKHORSE AND SETS FORTH THE TERMS THAT GOVERN THE LICENSE PROVIDED TO YOU HEREUNDER. IF YOU ARE ENTERING INTO THIS AGREEMENT ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY, YOU REPRESENT THAT YOU HAVE THE AUTHORITY TO BIND SUCH ENTITY TO THIS AGREEMENT. ANY CHANGES, ADDITIONS OR DELETIONS BY YOU TO THIS AGREEMENT WILL NOT BE ACCEPTED AND WILL NOT BE A PART OF THIS AGREEMENT. IF YOU DO NOT AGREE TO THIS AGREEMENT, YOU MUST NOT ACCESS, DOWNLOAD, INSTALL, OR USE THE SOFTWARE OR SERVICES.

Workhorse may modify this Agreement from time to time and will post the most up-to-date version on its website. Your continued use of the Services and Software following modification to the updated Agreement constitutes Your consent to be bound by the same.

1. DEFINITIONS.

- 1.1 Affiliates** means an entity controlled by, under common control with, or controlling such party, where control is denoted by having fifty percent (50%) or more of the voting power (or equivalent) of the applicable entity. Subject to the terms and conditions of this Agreement, Your Affiliates may use the license granted hereunder.
- 1.2 Agreement** means the Software Services Agreement, any applicable Product Addendum, the Data Processing Addendum, and the Order Form.
- 1.3 Client(s)** means, if You are an MSP, Your customer(s), if applicable.
- 1.4 Data Processing Addendum(a)** means the terms of the data processing addendum, which are incorporated herein by reference.
- 1.5 Devices** means (whether physical or virtual) a server, system, workstation, computer, mobile device, or end point upon which or through which the Services are used and/or on which the Software is installed.
- 1.6 Documentation** means the official user documentation prepared and provided by Workhorse to You on the use of the Services or Software (as updated from time to time). For the avoidance of doubt, any online community site, unofficial documentation, videos, white papers, or related media, or feedback do not constitute.
- 1.7 MSP** means a managed service provider.
- 1.8 Order Form** means the Workhorse order page, product information dashboard, or other Workhorse ordering document that specifies your purchase of the Services, pricing, and other related information.
- 1.9 Personal Data** means any information that can be used to identify an individual as that term is defined under Regulation (EU) 2016/679 (“General Data Protection Regulation” or “GDPR”).
- 1.10 Product Addendum(a)** means additional terms and conditions set forth in Section 14 that relate to the applicable Services, Software, or Documentation.
- 1.11 Services** means the products and software services, including any application programming interface that accesses functionality, that are provided to You by Workhorse.

- 1.12** Software means the object code versions of any downloadable software provided by Workhorse solely for the purpose of accessing the Services, including but not limited to an agent, together with the updates, new releases or versions, modifications or enhancements, owned and provided by You pursuant to this Agreement..
- 1.13 Support** means the standard maintenance or support provided by Workhorse or its designated agents as set forth in this Agreement if applicable to You.
- 1.14** User means an individual authorized by You to use the Services, Software, and Documentation, for whom You have purchased a subscription or to whom You have supplied a user identification and password. User(s) may only include Your employees, consultants, and contractors, and if applicable, Your Clients.
- 1.15** Your Data or Data means data, files, or information, including data, files, or information that include Personal Data, accessed, used, communicated, stored, or submitted by You or Your Users related to Your or Your User's use of the Services or Software.

2. PROVISION OF SERVICES.

- 2.1** Services License. Upon payment of fees and subject to continuous compliance with this Agreement, Workhorse hereby grants You a limited, nonexclusive, non-transferable license to access, use, and install (if applicable) the Services, Software, and Documentation during the Term (defined below). You may provide, make available to, or permit Your Users to use or access the Services, the Software, or Documentation, in whole or in part. You agree that Workhorse may deliver the Services or Software to You with the assistance of its Affiliates, licensors, and service providers. During the Term (as defined herein), Workhorse may update or modify the Services or Software or provide alternative Services or Software to reflect changes in, among other things, laws, regulations, rules, technology, industry practices, patterns of system use, and availability of a program. Workhorse's updates or modifications to the Services or Software or provisions of alternative Services or Software will not materially reduce the level of performance, functionality, security, or availability of the Services or Software during the Term. If Workhorse decides to end of life the Services or Software, then it shall be in accordance with its established End of Life Policy.
- 2.2** Evaluation License: If the Services Software and Documentation are provided to You for evaluation purposes, Workhorse grants You a limited nonexclusive, non-transferable license to use the standard product with demo data solely for evaluation prior to full implementation. No distinct "evaluation" software version exists; rather, standard modules may be deactivated. This license shall terminate on the end date of the pre-determined evaluation period or upon written notice from Workhorse. You shall not use the software for production purposes during this evaluation period. Notwithstanding any other provision contained herein, the Services, Software, and Documentation provided pursuant to an Evaluation License are provided to You "AS IS" without indemnification, support, or warranty of any kind, express or implied. Except to the extent such terms conflict with this Section, all other terms of this Agreement shall apply to the Services, Software, and Documentation licensed under an Evaluation License.
- 2.3** Upgrading/Downgrading Account Type. If applicable to Your license, You may, at any time, upgrade or downgrade Your Workhorse account type. The change will take effect immediately. After an upgrade, You will be billed immediately for the additional fees due under the upgraded account type for the remaining time of the applicable Term. The amount due and owing for the upgraded account type will be reduced by the amount You have already paid for the applicable Term. After the Initial Term, You may downgrade, within the parameters communicated to You by Workhorse, upon thirty (30) days prior written notice to Workhorse. Any modification in the amount due to Workhorse will take effect after the thirty (30) day notice period, unless otherwise agreed upon by Workhorse. In regard to a downgraded account type, You will be billed the fees due for the downgraded account type at the commencement of the Renewal Term. Downgrading Your license may cause loss of

content, features, or capacity as available to You under Your previous license, and Workhorse does not accept any liability for such loss.

3. LICENSE RESTRICTIONS; OBLIGATIONS.

3.1 License Restrictions. You may not

- i. provide, make available to, or permit individuals other than Your Users to use or access the Services, the Software, or Documentation, in whole or in part;
- ii. copy, reproduce, republish, upload, post, or transmit the Services, Software, or Documentation (except for backup or archival purposes, which will not be used for transfer, distribution, sale, or installation on Your Devices);
- iii. license, sell, resell, rent, lease, transfer, distribute, or otherwise transfer rights to the Services, Software, or Documentation unless as authorized in this Agreement;
- iv. modify, translate, reverse engineer, decompile, disassemble, create derivative works, or otherwise attempt to derive the source code of the Services, Software, or Documentation;
- v. create, market, distribute add-ons or enhancements or incorporate into another product the Services or Software without prior written consent of Workhorse;
- vi. remove any proprietary notices or labels on the Services, Software, or Documentation, unless authorized by Workhorse;
- vii. license the Services, Software, or Documentation
 - a) if You (or any of Your Users) are a direct competitor of Workhorse;
 - b) for the purposes of monitoring the availability, performance, or functionality of the Services or Software or
 - c) for any other benchmarking or competitive purposes;
- viii. use the Services or Software to store or transmit infringing, libelous, unlawful, or tortious material or to store or transmit material in violation of third-party rights, including privacy rights;
- ix. use the Services or Software to violate any rights of others;
- x. use the Services or Software to store or transmit malicious code, Trojan horses, malware, spam, viruses, or other destructive technology (“Viruses”);
- xi. interfere with, impair, or disrupt the integrity or performance of the Services or any other third party’s use of the Services;
- xii. use the Services in a manner that results in excessive use, bandwidth, or storage; or
- xiii. alter, circumvent, or provide the means to alter or circumvent the Services or Software, including technical limitations, recurring fees, or usage limits.

3.2 Your Obligations. You acknowledge, agree, and warrant that:

- i. You will be responsible for Your and Your Users’ activity and compliance with this Agreement, and if You become aware of any violation, You will immediately terminate the offending party’s access to the Services, Software, and Documentation and notify Workhorse;
- ii. You and Your Users will comply with all applicable local, state, federal, and international laws;

- iii. You will establish a constant internet connection and electrical supply for the use of the Services, ensure the Software is installed on a supported platform as set forth in the Documentation, and the Services and Software are used only with public domain or properly licensed third-party materials;
- iv. You will install the latest version of the Software on Devices accessing or using the Services;
- v. You are legally able to process Your Data and are able to legally able to provide Your Data to Workhorse and its Affiliates, including obtaining appropriate consents or rights for such processing, as outlined further herein, and have the right to access and use Your infrastructure, including any system or network, to obtain or provide the Services and Software and will be solely responsible for the accuracy, security, quality, integrity, and legality of the same; and
- vi. You will keep your registration information, billing information, passwords and technical data accurate, complete, secure and current for as long as You subscribe to the Services, Software and Documentation. If You are an MSP, You further acknowledge, agree, and warrant that:
 - You have sufficient technical infrastructure, knowledge, and expertise to perform Your duties for Your Clients;
 - You will provide all sales, problem resolution, and support services to Your Clients;
 - You will be responsible for billing, invoicing, and collection for Your Clients; and
 - You will operate at Your own expense and risk under Your own name as an MSP.

4. PROPRIETARY RIGHTS.

- 4.1** Ownership of Workhorse Intellectual Property. The Services, Software, and Documentation are licensed, not sold. Use of “purchase” in conjunction with licenses of the Services, Software and Documentation shall not imply a transfer of ownership. Except for the limited rights expressly granted by Workhorse to You, You acknowledge and agree that all right, title and interest in and to all copyright, trademark, patent, trade secret, intellectual property (including without limitation algorithms, business processes, improvements, enhancements, modifications, derivative works, information collected and analyzed in connection with the Services) and other proprietary rights, arising out of or relating to the Services, the Software, the provision of the Services or Software, and the Documentation, belong exclusively to Workhorse or its suppliers or licensors. All rights, title, and interest in and to content, which may be accessed through the Services or the Software, is the property of the respective owner and may be protected by applicable intellectual property laws and treaties. This Agreement gives You no rights to such content, including use of the same. Workhorse is hereby granted a royalty-free, worldwide, exclusive, transferable, sub-licensable, irrevocable and perpetual license to use or incorporate into its products and services any information, data, suggestions, enhancement requests, recommendations or other feedback provided by You or Your Users relating to the Services or Software. All rights not expressly granted under this Agreement are reserved by Workhorse.
- 4.2** Ownership of Your Data. You and Your Users retain all right, title, and interest in and to all copyright, trademark, patent, trade secret, intellectual property and other proprietary rights in and to Your Data. Workhorse’s right to access and use the same are limited to those expressly granted in this Agreement. No other rights with respect to Your Data are implied.

5. TERM; TERMINATION.

- 5.1** Term. Unless terminated earlier in accordance with this Section, this Agreement will begin

on the Effective Date and will continue until the end of the period specified in the applicable Order Form (the "Initial Term"). You authorize Workhorse to automatically renew the applicable Services upon the expiration of the Initial Term (each a Renewal Term, and collectively with the Initial Term, the Term). The Renewal Term will be the same length as the Initial Term unless otherwise specified by Workhorse at the time of renewal.

- 5.2** Your Termination Rights. You may terminate the Agreement by providing Workhorse with thirty (30) days' prior written notice of your intention to terminate. The thirty (30) day termination period will commence on the first day of the full calendar month after receipt of the termination notice. Upon termination, Workhorse will provide a pro-rata refund for any unused portion of the current year's support fees, calculated from the effective date of termination. There will be no early termination fees applied.
- 5.3** Workhorse Suspension or Termination Rights. Workhorse may suspend or terminate this Agreement upon thirty (30) days' prior written notice or immediately if You become subject to bankruptcy or any other proceeding relating to insolvency, receivership, liquidation, or assignment for the benefit of creditors; You infringe or misappropriate Workhorse's intellectual property; You breach this Agreement or Order Form, including failure to pay fees when due; or pursuant to the receipt of a subpoena, court order, or other request by a law enforcement agency.
- 5.4** Effect of Termination. Termination shall not relieve You of the obligation to pay any fees or other amounts accrued or payable to Workhorse through the end of the current Term. You shall not receive a credit or refund for any fees or payments made prior to termination. Without prejudice to any other rights, upon termination, You must cease all use of the Services, Software, and Documentation and destroy or return (upon request by Workhorse) all copies of the Services, Software, and Documentation. You further acknowledge and agree that You will retrieve Your Data or copies of Your Data from Workhorse within five (5) business days of the termination of this Agreement. Unless in accordance with our internal policies, contractual, legal, or other obligation, You acknowledge and agree that Workhorse has the right to delete Your Data, including any and all copies thereof. Your Data, once deleted, will not be able to be recovered. Sections 1, 3, 4, 5.4, 6, 7, 9, 10, 11, 12, 13 and 14 shall survive any termination or expiration of this Agreement.

6. FEES AND PAYMENT; TAXES.

- 6.1** Fees and Payment. All orders placed will be considered final upon acceptance by Workhorse. Fees will be due and payable as set forth on the Order Form. Unless otherwise set forth herein, fees shall be at Workhorse's then-standard rates at the time of invoice or, if applicable, as set forth in the Order Form. If You fail to pay, Workhorse shall be entitled, at its sole discretion, to:
 - i. suspend provision of the Services until You fulfill Your pending obligations;
 - ii. charge You an interest rate designated by Workhorse at the time of invoice; and/or
 - iii. terminate this Agreement. If applicable, if You exceed the license capacity designated in Your Order Form, in addition to Workhorse's other remedies, You will be charged additional fees, which will be reflected in Your invoice. Unless otherwise stated, all payments made under this Agreement shall be in United States dollars. Fees are non-refundable.
- 6.2** Taxes. All fees are exclusive of taxes, and You shall pay or reimburse Workhorse for all taxes arising out of transactions contemplated by this Agreement. If You are required to withhold any tax for payments due, You shall gross Your payments to Workhorse so that Workhorse receives sums due in full, free of any deductions. As reasonably requested, You will provide documentation to Workhorse showing that taxes have been paid to the relevant taxing authority. "Taxes" means any sales, VAT, use, and other taxes (other than taxes on Workhorse's income), export and import fees, customs duties and similar charges imposed

by any government or other authority. You hereby confirm that Workhorse can rely on the name and address that You provide to Workhorse when You agree to the fees or in connection with Your payment method as being the place of supply for sales tax and income tax purposes or as being the place of supply for VAT purposes where You have established Your business.

7. CONFIDENTIAL INFORMATION AND DATA PROTECTION.

- 7.1** As used in this Agreement, Confidential Information means any nonpublic information or materials disclosed by either party to the other party either directly or indirectly in writing, orally, or by inspection of tangible objects that the disclosing party clearly identifies as confidential or proprietary. Confidential Information includes Personal Data, and Workhorse Confidential Information includes the Services, Software, and any information or materials relating to the Services, Software, including pricing and business practices.
- 7.2** Both parties agree to implement and maintain appropriate administrative, physical, and technical safeguards to protect Confidential Information and Personal Data in accordance with applicable data protection laws. However, because Workhorse is installed on the customer's server and relies on the customer's infrastructure (including but not limited to Microsoft SQL), Workhorse's responsibility for data protection is limited to the security measures within the software itself. The customer is responsible for securing their own infrastructure, servers, and databases where the data resides.
- 7.3** In the event of a data breach directly attributable to a vulnerability within Workhorse software, Workhorse will notify the customer within 72 hours of becoming aware of the breach and provide details on the nature of the breach and any corrective actions taken. However, Workhorse shall not be liable for breaches resulting from the customer's failure to implement adequate security measures on their server, database, or network infrastructure.

8. DISCLAIMER.

THE SERVICES, SOFTWARE, DOCUMENTATION, AND ALL OTHER PRODUCTS AND SERVICES PROVIDED HEREUNDER, INCLUDING THIRD PARTY HOSTED SERVICES, ARE PROVIDED ON "AS IS" AND "AS AVAILABLE" BASIS. WORKHORSE DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES OF ANY KIND, EXPRESS, IMPLIED, OR STATUTORY, INCLUDING ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, ACCURACY, RELIABILITY, SECURITY, LOSS OR CORRUPTION OF YOUR DATA, CONTINUITY, OR ABSENCE OF DEFECT RELATING TO THE SERVICES, SOFTWARE, DOCUMENTATION, ANY OTHER PRODUCT OR SERVICES, OR RESULTS OF THE SAME PROVIDED TO YOU UNDER THIS AGREEMENT. WORKHORSE DOES NOT WARRANT THAT THE SPECIFICATIONS OR FUNCTIONS CONTAINED IN THE SERVICES OR SOFTWARE WILL MEET YOUR REQUIREMENTS OR THAT DEFECTS IN THE SERVICES OR SOFTWARE WILL BE CORRECTED.

EACH PARTY SPECIFICALLY DISCLAIMS RESPONSIBILITY OF THIRD-PARTY PRODUCTS AND SERVICES WITH WHICH YOU MAY UTILIZE THE SERVICES AND SOFTWARE, AND EACH PARTY SPECIFICALLY DISCLAIMS AND WAIVES ANY RIGHTS AND CLAIMS AGAINST THE OTHER PARTY WITH RESPECT TO SUCH THIRD PARTY PRODUCTS AND SERVICES.

9. INDEMNIFICATION.

- 9.1** Workhorse Indemnification. Workhorse will indemnify, defend, and hold You harmless from any third party claim brought against You that the Services, as provided by Workhorse, infringe or misappropriate any U.S. patent, copyright, trademark, trade secret, or other intellectual property rights of a third party, provided
- i. use of the Services by You is in conformity with the Agreement and Documentation;
 - ii. the infringement is not caused by modification or alteration of the Services; and/or

- iii. the infringement was not caused by a combination or use of the Services with products not supplied by Workhorse. Workhorse 's indemnification obligations are contingent upon You:
 - promptly notifying Workhorse in writing of the claim;
 - granting Workhorse sole control of the selection of counsel, defense, and settlement of the claim; and
 - providing Workhorse with reasonable assistance, information and authority required for the defense and settlement of the claim. This Section states Workhorse 's entire liability (and shall be Your sole and exclusive remedy) with respect to indemnification to You.
- 9.2 Your Indemnification.** You agree to indemnify, defend, and hold harmless Workhorse and its Affiliates, and its directors, employees, and agents from and against any claims arising out of or due to:
- i. Your Data;
 - ii. Your (or Your User's) breach of this Agreement;
 - iii. Your (or Your User's) use of the Services, Software, or Documentation in violation of third party rights, including any intellectual property or privacy rights, or any applicable laws; or
 - iv. Your (or Your User's) misuse of the Services, Software, or Documentation.

10. LIMITATION OF LIABILITY.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW,

- i. IN NO EVENT WILL WORKHORSE AND ITS AFFILIATES, DIRECTORS, EMPLOYEES, OR AGENTS HAVE ANY LIABILITY, CONTINGENT OR OTHERWISE, FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, STATUTORY OR EXEMPLARY DAMAGES ARISING OUT OF OR RELATING TO THIS AGREEMENT, THE SERVICES, SOFTWARE, DOCUMENTATION, OR ANY OTHER PRODUCTS OR SERVICES PROVIDED HEREUNDER, INCLUDING, BUT NOT LIMITED TO LOST PROFITS, LOST OR CORRUPTED DATA, LOSS OF GOODWILL, WORK STOPPAGE, EQUIPMENT FAILURE OR MALFUNCTION, PROPERTY DAMAGE OR ANY OTHER DAMAGES OR LOSSES, EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY THEREOF, AND REGARDLESS OF THE LEGAL OR EQUITABLE THEORY (CONTRACT, TORT, STATUTE, INDEMNITY OR OTHERWISE) UPON WHICH ANY SUCH LIABILITY IS BASED; AND
- ii. THE AGGREGATE LIABILITY OF WORKHORSE AND ITS AFFILIATES, DIRECTORS, EMPLOYEES, AND AGENTS, AND THE SOLE REMEDY AVAILABLE TO YOU ARISING OUT OF OR RELATING TO THIS AGREEMENT, THE SERVICES, SOFTWARE, OR ANY PRODUCTS OR SERVICES PROVIDED HEREUNDER SHALL BE LIMITED TO TERMINATION OF THIS AGREEMENT AND DAMAGES NOT TO EXCEED THE TOTAL AMOUNT PAYABLE OR PAID TO WORKHORSE UNDER THIS AGREEMENT DURING THE TWELVE MONTHS PRIOR TO TERMINATION.

- 11. THIRD-PARTY PROGRAMS.** Workhorse Services and Software may interact with or offer the ability for You to integrate with third-party programs and services such as meter reading providers, payment providers, or mail printing services. These third-party services are selected and managed by You, the customer, and not Workhorse. We do not maintain a specific list of these third-party services, and You are responsible for ensuring that any third-party services You choose to use in conjunction with Workhorse are compatible and comply with relevant laws and regulations. Workhorse is not responsible for the performance, accuracy, or security of any third-party services integrated or used with our Software and

Services.

12. **SUPPORT.** If applicable to You, Workhorse shall, during the Term, provide You with Support in accordance with the applicable support terms and conditions. You agree to:

- i. promptly contact Workhorse with all problems with the Services or Software; and
- ii. cooperate with and provide Workhorse with all relevant information and implement any corrective procedures that Workhorse requires to provide Support. Workhorse will have no obligation to provide Support for problems caused by or arising out of the following:
 - modifications or changes to the Software or Services;
 - use of the Software or Services not in accordance with the Agreement or Documentation; or
 - third-party products that are not authorized in the Documentation or, for authorized third-party products in the Documentation, problems arising solely from such third-party products.

13. **GENERAL.**

13.1 Notices. All legal notices under this Agreement must be in writing. Notices to Workhorse should be sent by registered or certified mail to the following address: P.O. Box 308, Wausau, WI 54402-0308, or via email to with proof of receipt requested. Notices to You will be sent to the address or email provided at the time of your registration or as subsequently updated in your account information.

13.2 Entire Agreement. This Agreement constitutes the entire agreement between the parties relating to the Services, Software, and Documentation provided hereunder and supersedes all prior or contemporaneous communications, agreements and understandings, written or oral, with respect to the subject matter hereof. If other Workhorse terms or conditions conflict with this Agreement, this Agreement shall prevail and control with respect to the Services, Software, and Documentation provided hereunder. In addition, all additional or conflicting terms provided by You, whether in a purchase order, an alternative license, or otherwise, shall be void and shall have no effect.

13.3 Export Control Laws. The Services, Software, and Documentation delivered to You under this Agreement are subject to export control laws and regulations and may also be subject to import and export laws of the jurisdiction in which it was accessed, used, or obtained, if outside those jurisdictions. You shall abide by all applicable export control laws, rules, and regulations applicable to the Services, Software, and Documentation. You agree that You are not located in or are not under the control of or a resident of any country, person, or entity prohibited to receive the Services, Software, or Documentation due to export restrictions and that You will not export, re-export, transfer, or permit the use of the Services, Software, or Documentation, in whole or in part, to or in any of such countries or to any of such persons or entities.

13.4 Modifications. Unless as otherwise set forth herein, this Agreement shall not be amended or modified by You except in writing signed by authorized representatives of each party.

13.5 Severability. If any provision of this Agreement is held to be unenforceable, illegal, or void, that shall not affect the enforceability of the remaining provisions. The parties further agree that the unenforceable provision(s) shall be deemed replaced by a provision(s) that is binding and enforceable and that differs as little as possible from the unenforceable provision(s), with considerations of the object and purpose of this Agreement.

13.6 Waiver. The delay or failure of either party to exercise any right provided in this Agreement shall not be deemed a waiver of that right.

13.7 Force Majeure. Workhorse will not be liable for any delay or failure to perform its obligations

under this Agreement due to any cause beyond its reasonable control, including but not limited to acts of God, labor disputes, utility failures, natural disasters, embargoes, riots, acts of terrorism, or government orders. If the force majeure event continues for more than 60 days, either party may terminate this Agreement upon written notice without penalty. Any such termination will relieve both parties of further obligations under this Agreement, except for payment of any fees owed for services rendered before the force majeure event.

13.8 Construction. Paragraph headings are for convenience and shall have no effect on interpretation.

13.9 Governing Law and Jurisdiction. This Agreement shall be governed exclusively by the laws of the State of Wisconsin. All legal actions arising out of or in connection with this Agreement shall be brought in the state or federal courts located in Wisconsin. Both parties consent to the exclusive jurisdiction of these courts. As Workhorse only operates within the state of Wisconsin, this Agreement is not subject to international laws, such as the United Nations Convention on the International Sale of Goods or the Uniform Computer Information Transactions Act.

13.10 Third Party Rights. Other than as expressly provided herein, this Agreement does not create any rights for any person who is not a party to it, and no person not a party to this Agreement may enforce any of its terms or rely on an exclusion or limitation contained in it.

13.11 Relationship of the Parties. The parties are independent contractors. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary, or employment relationship between the parties.

14. Data Backup Verification and Responsibility.

14.1 Workhorse includes an automated verification feature that checks the validity of backup files each time Workhorse is opened. The system will indicate a successful backup with a green checkmark and an unsuccessful backup with a red "X". It is your responsibility to monitor these backup indicators and promptly notify Workhorse of any failed backups. Please be aware that Workhorse is not responsible for the restoration of data if:

- i. Backups are not verified or reported as failed by you.
- ii. You exceed the service usage limits.
- iii. You attempt to back up unsupported data types or systems as specified in our documentation.
- iv. You modify or delete backup data or configurations in a way that impedes successful backup.
- v. Your system or network settings prevent Workhorse from accessing the necessary infrastructure for backup.

14.2 You acknowledge that maintaining a continuous and functional backup routine is contingent upon your adherence to these guidelines and the system's operational parameters.