

END USER LICENSE AGREEMENT

Revision March 13, 2023

IMPORTANT – PLEASE READ CAREFULLY – THIS END USER LICENSE AGREEMENT (“AGREEMENT”) CONSTITUTES A LEGALLY BINDING CONTRACT BETWEEN APPROACH SOFTWARE LLC (“APPROACH,” “WE,” “OUR,” OR “US”) AND YOU AND GOVERNS YOUR USE OF OUR SERVICES.

BY ACCEPTING THIS AGREEMENT, EITHER BY CREATING AN ACCOUNT, LOGGING IN, OR BY MAKING A PURCHASE, YOU AGREE TO THE TERMS OF THIS AGREEMENT. IF YOU DO NOT AGREE WITH THESE TERMS AND CONDITIONS, YOU MUST NOT ACCEPT THIS AGREEMENT AND MAY NOT USE THE SERVICES.

Approach Software, LLC (“**Approach**,” “**we**,” “**our**,” or “**us**”) owns the Approach™ software and services made available to you through the website, hardware, software, service, extensions, or mobile application (“**Service**”) subject to this End User License Agreement(“**Agreement**”). Approach makes this Service available to you on behalf of the gym, club, facility, or other related business (“**Partner**”) to which you are affiliated. Approach serves as a third party to our Partner and all relevant functionality of this Service is offered as a service to you on behalf of our Partner.

If you are accessing this Service on behalf of our Partner as an employee, this Agreement does not alter your employment relationship with our Partner. If you are an employee of our Partner and experience issues with this Service, please direct all inquiries to our Partner.

The disclaimers, terms, and conditions in this Agreement are of general application and may be supplemented by additional policies, procedures, disclaimers, guidelines, rules, terms, and conditions of specific application that our Partner may disclose from time-to-time. We collect, store, and use personal information about you in accordance with our Privacy Policy.

1. THIS SERVICE

1.1. Grant of Limited License. On the condition you comply with your obligations under this Agreement, and subject to additional terms of any third-party licenses applicable to third-party software included in this Service, we hereby grant to you a limited, revocable, non-exclusive, non-transferable, non-sublicensable right to access and use this Service solely in connection with your personal, individual use or for your internal business purposes related to your employment with our Partner. We reserve all rights not otherwise expressly granted by this Agreement. If you do not comply with this Agreement, we reserve the right to revoke any license granted in this Agreement and limit your access to this Service. Any use of this Service that exceeds the rights expressly granted in this Agreement is strictly prohibited and constitutes a violation of this Agreement, which may result in the suspension or termination of your right to access and use this Service.

1.2. Children. This Service is not targeted towards, nor intended for use by, anyone under the age of 13. In addition, if you are between the ages of 13 and 18 (or between 13 and the age of legal majority under applicable law), you may only use this Service under the supervision of a parent or legal guardian who agrees to be bound by this Agreement. By using this Service, you represent and warrant that you (1) have not been previously suspended or removed from this Service and (2) have full power and authority to enter into this Agreement and that, in doing so, you will not violate any other agreement to which you are a party.

1.3. Modification. We may discontinue or alter any aspect of this Service, restrict the time this Service is available, and restrict the amount of use permitted at our sole discretion and without prior notice or liability to you. We may also install bug fixes, updates, patches, and other upgrades to this Service without prior notice or liability to you (whether you are an individual access or using this Service, or an employee of our Partner performing your job responsibilities arising from or relating to this Service). Your only remedy is to discontinue using this Service if you do not want a modification we make to this Service.

1.4. Removal of Access. Your access to this Service is provided on a temporary basis with no guarantee of future availability. You agree that we may immediately suspend or terminate your access to this Service or any part thereof. Cause for such measures include, without limitation: (1) breach or violation of this Agreement or other incorporated agreements or guidelines; (2) discontinuance or material modification to this Service; (3) unexpected technical or security issues or problems; or (4) your engagement in fraudulent or illegal activities. You further agree that such measures may be taken in our sole discretion and without liability to you or any third party.

1.5. Defects and Availability. We use commercially reasonable efforts to maintain this Service, but we are not responsible for any defects or failures associated with this Service, any part thereof, or any damages (direct or indirect) that may result from any such defects or failures. This Service may be inaccessible or inoperable for any reason, including, without limitation: (1) equipment malfunctions; (2) periodic maintenance procedures or repairs which we may undertake from time-to-time; or (3) causes beyond our reasonable control or which we could not reasonably foresee. You understand that this Service is provided over the Internet and hosted by a third-party provider, so the quality and availability of this Service may be affected by factors outside of our control. This Service is not intended to be available 100% of the time and we do not make any guarantees regarding the reliability or availability of this Service. We will not be liable to you or any third party for damages or losses related to this Service being unavailable. If you are using this Service as an employee of our Partner, you understand and agree that this Service may not achieve your intended result and that you may be required to re-submit User Content (defined below) in the event of a malfunction. You further understand that variances in the operation of this Service may arise because of, among other things, mechanical damage to the hardware, website, a software malfunction, a power interruption, or otherwise abnormal operating conditions. Approach disclaims all responsibility, liability, or obligation arising from or related to the foregoing.

1.6. Restrictions. You may not: (1) license, sublicense, sell, resell, transfer, assign, distribute, or otherwise commercially exploit or make available to any third party any portion of this Service in any way; (2) copy, modify, adapt, alter, translate, create derivative works, reverse engineer, decompile, disassemble, or otherwise attempt to learn the source code, structure, or ideas upon which this Service is based; (3) use this Service or Approach Content to develop a competing Service or product; (4) use any device, software, or routine intended to damage or otherwise interfere with the proper functioning of this Service, servers, or networks connected to this Service or take any other action that interferes with any other person's use of this Service; (5) decrypt, transfer, create Internet links to this Service, or "frame" or "mirror" this Service on any other server or wireless or Internet-based device; (6) use or merge this Service or any component thereof with other software, databases, or Services not provided or approved by us; (7) circumvent or attempt to circumvent any electronic protection measures in place to regulate or control access to this Service; (8) use this Service for any fraudulent or otherwise unlawful purposes or in violation of this Agreement; (9) develop, distribute, or sell any software or other functionality capable of launching, being launched from, or otherwise integrated with this Service; (10) use any bot, spider, or other automatic or manual device or process for the purpose of harvesting or compiling information on this Service for any reason; (11) access or attempt to access any other user's account; (12) use any Approach Content made available through this Service in any manner that misappropriates any trade secret or infringes any copyright, trademark, patent, rights of publicity, or other proprietary right of any party; (13) introduce into this Service any virus, rogue program, Trojan horse, worm or other malicious or intentionally destructive code, software routines, or equipment components designed to permit unauthorized access to or disable, erase, or otherwise harm this Service, or perform any such actions; (14) introduce into this Service any back door, time bomb, drop dead device, or other software routine designed to disable a computer program automatically with the passage of time or under the positive control of an unauthorized person; (15) delete, modify, hack, or attempt to change or alter this Service, Approach Content, notices on this Service; (16) connect to or access any Approach computer system or network other than this Service; (17) impersonate any other person or entity to use or gain access to this Service; or (18) conduct or otherwise participate in any distributed denial-of-service attack or similar malicious attack intended or designed to artificially delay, disrupt or otherwise adversely affect this Service or any other user's access to or use of this Service. We reserve the right to investigate and prosecute violations of any of the above to the fullest extent of the law. We may involve and cooperate with law enforcement authorities in prosecuting users who violate this Agreement.

1.7. Mobile Terms. Your contract with your mobile network provider ("**Mobile Provider**") will continue to apply when accessing or using this Service on your mobile, handheld device. You understand that your Mobile Provider may charge you fees for your use of its network connection services while accessing or using this Service, for data downloading, e-mail, roaming, and other Mobile Provider or third-party charges. **YOU ACCEPT RESPONSIBILITY FOR ALL MOBILE PROVIDER FEES.**

1.8. Payment Terms. To the extent this Service, any portion thereof, or any product or service found on this Service, is made available for a fee (as required or requested by our Partner), you will be required to provide a payment method accepted by the site ("**Payment Method**") for such fee amounts. By providing a Payment Method, you are expressly agreeing that we are authorized to keep such Payment Method on file and charge you the fees, charges, or other amounts described above in connection with a purchase by you as made available by or through our Partner. You represent and warrant to Approach that any information you provide in connection with a Payment Method is true and that you are authorized to use the Payment Method which you provided. If you want to use a different Payment Method than the one you signed up to use during registration, or if there is a change in your credit card validity or expiration date, you may edit your Payment Method information by

logging in to your account and viewing your account details. When you provide a Payment Method, our system may attempt to verify the information you entered. We do this by processing an authorization hold, which is a standard practice. We do not charge you in connection with this authorization hold. If your Payment Method expires and you do not edit your Payment Method information or cancel your account, you authorize us, to the extent applicable to the service you have signed up for, to continue billing, and you will remain responsible for any uncollected amounts. You shall be responsible for all taxes associated with purchase of products and services on the Service other than U.S. taxes based on Approach's net income. For purposes of clarity, any amounts collected by Approach in connection with the Service are collected on behalf of our Partner and not for Approach. Approach works to process such payments on behalf of our Partner and directs all monies collected to the appropriate Partner-related account. Should you have any questions about payment related matters, please contact our Partner.

1.9. For Subscription Services. For any subscription service offered by our Partner through us, you hereby authorize our Partner to bill your payment instrument in advance on a periodic basis in accordance with the terms of the applicable payment plan associated with such subscription service until you terminate your account or the service with our Partner, and you further agree to pay any charges so incurred or as required by our Partner. If you dispute any charges with our Partner you must let our Partner know within our Partner's payment dispute window. Know that our Partner may use Approach to setup recurring billing and to charge the fees for subscription services. Our Partner sets the prices for products and services, including any subscription service previously purchased by you. Approach reserves the right to charge additional fees for the convenience of using this Service and/or any related products as agreed to between our Partner and Approach. All prices for products and services are set by our Partner and as such questions about purchases should be addressed to the Partner.

1.10. Hardware Deployment. Our Partner may offer or make available this Service in an "on-premises" deployment through a kiosk, mobile tablet, or other device. For any hardware offered or made available by our Partner, it is our Partner's responsibility to maintain the quality, service, and functionality of such hardware. Approach shall have no responsibility or liability for correcting any errors, malfunctions, or other issues that arise from our Partner's hardware (whether or not caused by this Service or some external reason). Should you as an individual or as an employee of our Partner have any issues with our Partner's hardware, please contact our Partner directly.

2. CONTENT ON OUR SERVICE

2.1. Approach Content. This Service may include or provide access to information, software, photos, videos, text, graphics, music, sounds, and other material or information provided by us or third parties ("**Approach Content**") that are protected by copyrights, trademark, or other intellectual property laws. You understand and agree that these rights in any Approach Content are valid and protected in all forms, media, and technologies existing now or developed in the future. You may not obscure or remove any proprietary rights notices contained in or on the Approach Content. We cannot and do not assume any responsibility for your use or misuse of Approach Content, or any other information transmitted, monitored, stored, or received while using this Service. We reserve the right to amend or delete any Approach Content (along with the right to terminate or restrict use of or access to this Service) in our sole discretion.

2.2. User Content Submissions. You may (on behalf of yourself or on behalf of a customer of our Partner) upload, download, archive, and export information through this Service either directly through dynamic web-based forms, or indirectly through individual or bulk upload of certain documents including, for example, activity information and information related to your membership or affiliation with our Partner ("**User Content**"). User Content that contains personal information about you or another individual shall be treated in accordance with the terms of this Agreement, our Privacy Policy, and our Partner's privacy policy or practices.

2.3. User Content Limited License. By submitting User Content to this Service yourself or through a third party, you grant Approach a limited, nonexclusive, transferable (in the case of an assignment or a change of control), royalty-free right and license to copy, retain, display, delete, upload, download, and archive User Content for the limited purpose of providing this Service to you. Approach, as the Service operator, reserves the right to remove User Content at any time and for any reason without notification to you. YOU AGREE THAT YOU WILL EVALUATE AND BEAR ALL RISK RELATED TO THE USE OF, OR ANY ACTIVITIES ASSOCIATED WITH, USER CONTENT THAT YOU PROVIDE THROUGH THIS SERVICE. THE RESULTS OF ANY ACTIONS YOU TAKE BASED ON USER CONTENT OR OTHER CONTENT YOU FIND ON THIS SERVICE ARE SOLELY YOUR RESPONSIBILITY. UNDER NO CIRCUMSTANCES WILL APPROACH BE LIABLE IN ANY WAY FOR USER CONTENT SUBMITTED, OR FOR ANY LOSS OR DAMAGE OF ANY KIND INCURRED AS A RESULT OF, THE TRANSMISSION OF ANY USER CONTENT

THROUGH THIS SERVICE.

- 2.4. User Content Restrictions.** You may not upload, post, or transmit any User Content that: (1) would violate or infringe the proprietary, privacy, publicity, or intellectual property rights of Approach or any third party; (2) is obscene, defamatory, threatening, harassing, abusive, libelous, hateful, or harmful to any other person or entity; (3) violates any applicable law, statute, ordinance, or regulation; (4) puts in jeopardy the security of your account, Approach or this Service; or (5) promotes or displays any of the following content: (a) pornography; (b) violence; (c) racial intolerance or advocacy against any individual, group, or organization; (d) profanity; (e) hacking or cracking; (f) illicit drugs and drug paraphernalia; (g) sale of alcohol, tobacco, or tobacco-related products; or (h) the sale of weapons or ammunition.
- 2.5. Feedback.** We welcome your comments, feedback, information, or materials regarding this Service or any of our other products or services ("**Feedback**"). Your Feedback will become our property upon your submission to us. By submitting your Feedback to us, you agree to assign, and hereby irrevocably assign to us, all right, title, and interest in and to the Feedback and all copyrights and other intellectual property rights embodied in such Feedback on a worldwide basis. We will be free to use, copy, distribute, publish and modify your Feedback on an unrestricted basis, without compensation to you. Moreover, you hereby assign or waive, as the case may be, any moral rights that you may have in or to the Feedback.
- 2.6. Links; Third-Party Materials.** This Service may include links to other websites or resources on the Internet ("**Third-Party Materials**"). Because we have no control over Third-Party Materials, you acknowledge and agree that we are not responsible for the availability of such materials, and we do not endorse and are not responsible or liable for any content, advertising, products, or other materials on or available from such Third-Party Materials or for any privacy or other practices of the third parties operating those websites or providing such materials. You further acknowledge and agree that we will not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by, in connection with, resulting from your use of or reliance on any such Third-Party Materials available on or through any such website or resource. We strongly encourage you to review any separate terms of use and privacy policies governing the use of these third-party websites and Third-Party Materials.
- 2.7. Advertisements and Promotional Offers; Third-Party Products and Services.** We or our Partners may run advertisements and promotional offers from or involving third parties on this Service or may otherwise provide information about or links to third-party products, services or programs on this Service. In addition, we or our Partners may advertise or make available through this Service certain programs that enable you to obtain gift cards, coupons, discounts or other items from third-party businesses. Approach does not endorse or recommend any such third parties and your business dealings or correspondence with, or participation in the promotional offers of, any such third parties, and any terms, conditions, warranties or representations associated with such dealings or promotional offers, are solely between you and such third party.
- 2.8. Contests, Sweepstakes and Other Promotions.** Our Partners may from time to time administer, operate or run contests, sweepstakes, and other promotions ("**Promotions**") on this Service. Each Promotion has its own official rules, which will be made available to you either through this Service or in some other medium by our Partner. Your participation in a Promotion is subject to and governed by the official rules for the Promotion. You must read and agree to the official rules for any Promotion before you participate in the Promotion. Approach disclaims any liability, responsibility, or obligation respecting any promotion and our Partners shall indemnify, defend, and hold Approach harmless from any claim, damage, liability, or penalty regarding its operation or administration of such Promotion.

3. ACCOUNTS

- 3.1. Account Registration and Delegation.** Access to this Service requires you to be registered with us via an Approach-generated registration form. This form will require you to provide certain requested information about yourself. Once Approach receives such information, you will be provided with an account and login information, including a username and password, to successfully complete the registration process. As the account owner, you are the only person authorized to access and use your account. In addition, when registering for an account or creating a profile, you agree to: (1) provide accurate, current and complete information; (2) maintain and promptly update your information; (3) maintain the security of your account; (4) not share your account credentials with others; and (5) promptly notify our Partner if you discover or otherwise suspect any security breaches related to your account or this Service. If you are an employee of our Partner, it is your responsibility to ensure you or your Partner verifies the identity of an individual seeking to register an account on this Service. Approach shall hold no responsibility, nor shall it incur any liability for our Partner's failure to verify an individual's identity or other information pertinent to registration. If you are an employee of our Partner creating an account on this Service, you acknowledge and agree to the foregoing as a condition of

registration. APPROACH SHALL NOT, UNDER ANY CIRCUMSTANCE, BE LIABLE FOR ANY DIRECT OR INDIRECT CLAIMS, DAMAGES, OR ACTIONS ARISING FROM, OR RELATED TO YOUR ACCOUNT. APPROACH PROVIDES NO GUARANTEES OR WARRANTIES REGARDING THE ACTIONS OF ANY USER. YOU HEREBY RELEASE APPROACH FROM THE ACTIONS OF ANY USER OPERATING UNDER YOUR ACCOUNT AND ANY FAILURE ON THE PART OF SUCH USER TO PROTECT THE CONFIDENTIALITY, INTEGRITY, OR SECURITY OF YOUR USER CONTENT.

- 3.2. Unauthorized Use and Information Changes.** You must immediately notify us if your registration information changes or you learn of or have reason to suspect any unauthorized use of your account or any other breach of security. You are responsible for maintaining the confidentiality of your username and password and are fully responsible for all activities that occur under your username and password. You also agree that you will provide truthful and accurate information during the registration process. We may refuse to grant you a particular username for any reason, including, without limitation, if we have reason to believe that such username impersonates someone else, is protected by trademark or other proprietary rights, or is vulgar or otherwise offensive.
- 3.3. Storing Credentials.** This Service may allow you to store your login credentials in your web browser so that you can be automatically logged in each time you access this Service. If someone else has access to your computer or web browser, the automatic login feature will allow that person to have access to your account. You are responsible for any damages to Approach or this Service resulting from unauthorized access to this Service from your account and we will have no liability to you or any third party for damages or loss related to such unauthorized access or use.

4. USER REPRESENTATIONS

- 4.1. Representations.** You hereby represent and warrant that: (1) you have the legal capacity and authority to enter into and perform your obligations under this Agreement; (2) you will comply with the terms and conditions of this Agreement and any other agreement to which you are subject that is related to your use of this Service or any part thereof; (3), you have provided and will maintain accurate and complete information with us, including, without limitation, your legal name, email address, and any other information we may reasonably require; (4) your access to and use of this Service or any part thereof will not constitute a breach or violation of any other agreement, contract, terms of use or any law or regulation to which you are subject; (5) you will immediately notify us in the event that you learn or suspect that the personal information you provided to us has been disclosed or otherwise made known to any other person; (6) you will not use this Service in order to gain competitive intelligence about us, this Service, or any product or service offered via this Service or to otherwise compete with us; and (7) the User Content you provide does not violate the rights of any third party, including, without limitation, the intellectual property, privacy or publicity rights of any third party, and you have acquired the appropriate consent of all third parties (if required) to provide the User Content through this Service.
- 4.2. Feedback.** In the event you provide any Feedback via this Service, you hereby make the following additional representations and warranties to us: (1) you are owner of such Feedback or otherwise have the right to grant us the licenses or assignments granted pursuant to this Agreement; (2) you have secured any and all consents necessary to provide the Feedback and to grant the foregoing licenses or assignments; (3) the Feedback does not violate the rights of any third party, including, without limitation, the intellectual property, privacy or publicity rights of any third party, and such Feedback does not contain any personally identifiable information about third parties in violation of such parties' rights; (4) the use of any Feedback will not result in harm or personal injury to any third party; and (5) all factual information contained in the Feedback is true and accurate.

5. DISCLAIMER OF WARRANTIES

TO THE MAXIMUM EXTENT PERMITTED BY LAW, THIS SERVICE IS PROVIDED "AS IS" AND "AS AVAILABLE," AND AT YOUR SOLE RISK. WE EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR USE OR PURPOSE, TITLE, AND NON-INFRINGEMENT. WITHOUT LIMITATION, WE MAKE NO WARRANTY THAT THIS SERVICE WILL MEET YOUR REQUIREMENTS, THAT USE OF THE FOREGOING WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, THAT THE RESULTS OBTAINED FROM THE USE OF THE FOREGOING OR ANY INFORMATION OR CONTENT FOUND ON THIS SERVICE WILL BE ACCURATE OR RELIABLE, THAT DEFECTS IN THE OPERATION OR FUNCTIONALITY OF THIS SERVICE WILL BE CORRECTED, THAT THIS SERVICE AND ANY CONTENT OR INFORMATION FOUND ON THIS SERVICE WILL BE VIRUS-FREE, OR THAT THE QUALITY OF ANY INFORMATION, CONTENT, OR OTHER MATERIALS OBTAINED THROUGH THIS SERVICE WILL MEET YOUR EXPECTATIONS. ANY CONTENT OR OTHER MATERIALS UPLOADED,

DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THIS SERVICE IS DONE AT YOUR SOLE RISK, AND YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE THAT RESULTS FROM THE DOWNLOAD OF ANY SUCH MATERIAL. FURTHER, PLEASE NOTE THAT NO INFORMATION, OBTAINED BY YOU THROUGH THIS SERVICE WILL CREATE ANY WARRANTY NOT EXPRESSLY PROVIDED FOR IN THIS AGREEMENT. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES. ACCORDINGLY, SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

6. INDEMNITY; LIMITATION OF LIABILITY

6.1. Indemnity. YOU AGREE TO DEFEND, INDEMNIFY, AND HOLD HARMLESS APPROACH, OUR OFFICERS, EMPLOYEES, SUPPLIERS, CONTRACTORS, AND AGENTS FROM AND AGAINST ANY AND ALL CLAIMS, LIABILITIES, DAMAGES, LOSSES, DEMANDS, OR EXPENSES, INCLUDING ATTORNEY'S FEES AND COSTS AND EXPENSES, ARISING OUT OF OR IN ANY WAY CONNECTED WITH: (A) YOUR USE OF THIS SERVICE, (B) YOUR VIOLATION OF THIS AGREEMENT, (C) ANY USER CONTENT YOU PROVIDE THROUGH THIS SERVICE, (D) YOUR VIOLATION OF ANY LAW OR THE RIGHTS OF ANY THIRD PARTY, AND (E) YOUR NEGLIGENCE OR WILLFUL MISCONDUCT.

6.2. Limitation of Liability. UNDER NO CIRCUMSTANCES SHALL APPROACH BE LIABLE FOR ANY DIRECT OR INDIRECT LOSSES OR DAMAGES ARISING OUT OF OR IN CONNECTION WITH THE USE OF OR INABILITY TO USE THIS SERVICE. IF YOU ARE DISSATISFIED WITH THIS SERVICE, OR WITH THIS AGREEMENT, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USING THIS SERVICE. IN ANY EVENT, THE TOTAL MAXIMUM AGGREGATE LIABILITY TO YOU UNDER THIS AGREEMENT FOR THE USE OF ANY OR ALL PARTS OF THIS SERVICE IN ANY MANNER WHATSOEVER SHALL BE LIMITED TO ONE HUNDRED DOLLARS (\$100.00).

6.3. For California Residents. IF YOU ARE A CALIFORNIA RESIDENT OR COULD OTHERWISE CLAIM THE PROTECTIONS OF CALIFORNIA LAW, YOU FURTHER EXPRESSLY WAIVE THE PROVISIONS OF SECTION 1542 OF THE CALIFORNIA CIVIL CODE, WHICH READS AS FOLLOWS: "A GENERAL RELEASE DOES NOT EXTEND TO THE CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE WHICH, IF KNOWN BY HIM OR HER, MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR." YOU ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTAND SECTION 1542 OF THE CALIFORNIA CIVIL CODE, AND YOU HEREBY EXPRESSLY WAIVE AND RELINQUISH ALL RIGHTS AND BENEFITS UNDER THAT SECTION AND ANY LAW OF ANY JURISDICTION OF SIMILAR EFFECT WITH RESPECT TO YOUR RELEASE OF ANY CLAIMS YOU MAY HAVE AGAINST APPROACH.

7. DISPUTE RESOLUTION AND GOVERNING LAW, JURISDICTION AND COSTS

7.1. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware, without giving effect to applicable principles of conflicts of law to the extent that the application of the laws of another jurisdiction would be required thereby. In case of any dispute related to this Agreement, the parties agree to submit to personal jurisdiction in the State of Delaware. Furthermore, the parties hereby irrevocably and unconditionally submit to the exclusive jurisdiction of any court of the State of Delaware or any federal court sitting in the State of Delaware for purposes of any suit, action or other proceeding arising out of this Agreement. THE PARTIES HEREBY IRREVOCABLY WAIVE ANY AND ALL RIGHTS TO A TRIAL BY JURY IN ANY ACTION, SUIT OR OTHER PROCEEDING ARISING OUT OF OR RELATING TO THE TERMS, OBLIGATIONS AND/OR PERFORMANCE OF THIS AGREEMENT.

7.2. Dispute Resolution. To the extent feasible, the parties desire to resolve any dispute, claim or controversy arising out of or relating to your use of or access to this Service or Approach Materials (defined below), this Agreement or the breach, termination, enforcement, interpretation, or validity of this Agreement, including the determination of the scope or applicability of this agreement to arbitration ("**Dispute**") through discussions and negotiations between each other. The parties agree to attempt to resolve any Disputes by negotiation with the other party (by phone, electronic correspondence, or written correspondence).

8. MISCELLANEOUS

8.1. Ownership of Intellectual Property. Unless otherwise specifically noted in this Agreement, images, trademarks, service marks, logos and icons displayed on this Service, are the property of Approach and/or its licensors and may not be used without our prior written consent. This Service, including our systems, databases, information, data, documents, materials, works, Approach Content, and all intellectual property rights in and to the foregoing ("**Approach Materials**") shall at all times remain the exclusive property of Approach and its

third-party licensors. You are not acquiring any rights in or to the Approach Materials other than a non-exclusive right to access and use this Service solely in accordance with the terms of this Agreement. Our Approach Materials are our intellectual property and may not be reproduced, recreated, modified, accessed, or used in any manner or disseminated or distributed to any other party in violation of this Agreement. Any unauthorized use of any Approach Materials, whether owned by us or other parties, may violate copyright laws, trademark laws, privacy and publicity laws and communications regulations and statutes. Any third-party software included in our Approach Materials is licensed subject to the additional terms of the applicable third-party license. Trademarks owned by third parties are the property of those respective third parties.

- 8.2. Term.** This Agreement is effective upon your acceptance and will continue in full force until terminated. You may terminate this Agreement at any time by immediately discontinuing all access to this Service. Following a thirty (30) day period of account suspension, Approach reserves the right to delete your account permanently. Termination or cancellation of this Agreement will not affect any right or relief to which we may be entitled at law or in equity. We reserve the right to terminate this Agreement at any time and for any reason without prior notice to you. Further, you agree that we will not be liable to you or any third-party for any termination or suspension of your access to this Service or any part thereof.
- 8.3. Independent Contractors.** You understand and expressly agree that you (as an individual or as an employee of our Partner) and Approach are independent contractors and not agents or employees of the other party. Neither you nor Approach has any right, power, or authority to act or create any obligation, express or implied, on behalf of the other party.
- 8.4. Consent to Do Business Electronically.** We use and rely upon electronic records and electronic signatures for the execution and delivery of this Agreement and any other agreements, undertakings, notices, disclosures or other documents, communications or information of any type sent or received in accordance with this Agreement and in performing our obligations and exercising our rights under this Agreement. Neither you nor Approach or our Partner will prevent or inhibit in any way the printing, saving, or otherwise storing electronic records sent or otherwise made available through this Service. You agree not to contest the authorization for, or validity or enforceability of, electronic records and electronic signatures, or the admissibility of copies thereof, under any applicable law relating to whether certain agreements, files, or electronic records are to be in writing or signed by you to be bound thereby. You will bear your own costs and expenses in conducting business electronically, and will undertake all steps necessary, including software, hardware, and other equipment upgrades and purchases, in order to be able to conduct business electronically.
- 8.5. Equitable Relief.** You agree that breach of the provisions of this Agreement would cause irreparable harm and significant injury to us which would be both difficult to ascertain and which would not be compensable by damages alone. As such, you agree that we have the right to enforce the provisions of this Agreement by injunction (without necessity of posting bond), specific performance, or other equitable relief without prejudice to any other rights and remedies we may have for your breach of this Agreement.
- 8.6. Entire Agreement.** This Agreement constitutes the entire agreement between you and Approach with respect to the subject matter hereof and supersedes all prior agreements, both oral and written. We may revise and update this Agreement unilaterally from time to time, and will post the updated Agreement to this Service. UNLESS OTHERWISE STATED IN THE AMENDED VERSION OF THIS AGREEMENT, ANY CHANGES TO THIS AGREEMENT WILL APPLY IMMEDIATELY UPON POSTING. Although we are not obligated to provide you with notice of any changes, any changes to this Agreement will not apply retroactively to events that occurred prior to such changes. Your continued use of this Service will constitute your agreement to any new provisions within the revised Agreement.
- 8.7. Waiver; Severability.** Our failure to enforce any provision of this Agreement will not be deemed to be a waiver of our right to enforce them. If any term or provision of this Agreement will be held to be invalid, illegal, or unenforceable, the remaining terms and provisions of this Agreement will remain in full force and effect, and such invalid, illegal, or unenforceable term or provision will be deemed not to be part of this Agreement.
- 8.8. Assignment.** You may not assign, transfer, or sell (voluntarily or by operation of law) your rights or obligations under this Agreement without our prior written consent. Any purported assignment without our consent will be void and will constitute a breach of this Agreement. We may assign this Agreement or delegate or subcontract our obligations under this Agreement at any time.
- 8.9. Survival.** The provisions of this Agreement that by their content are intended to survive the expiration or termination of this Agreement, including, without limitation, provisions governing ownership and use of intellectual property, representations, disclaimers, warranties, liability, indemnification, governing law, jurisdiction, venue, remedies, rights after termination, and interpretation of this Agreement, will survive the

expiration or termination of this Agreement for their full statutory period.

8.10. Contact Us. If you have questions about this Agreement, email us at [new email address] All other questions should be directed to the appropriate account manager contact at our Partner.