

End User License Agreement

This End User License Agreement (this “Agreement”) is a legal agreement between you (“you” or “your”) and Vendsy, Inc. dba TRAY, a Delaware corporation (“TRAY,” “we,” “our” or “us”). TRAY has entered into a commercial legal agreement with a business entity (the “Customer”) which is a TRAY customer, and which engages you as an employee, contractor, consultant or in another similar capacity. As part of your work on behalf of Customer, you have been authorized by Customer to access our products, software and services, which include our website at tray.com (the “Website”) (collectively the “Services”).

By using any of the Services, you agree to this Agreement and any other agreements or policies referenced within this Agreement, such as the Privacy Policy and other Separate Agreements (as defined in Section 2 below). If you do not agree to this Agreement, then you are not allowed to use the Services.

SECTION 10 OF THIS AGREEMENT INCLUDES A BINDING ARBITRATION CLAUSE, A WAIVER OF YOUR RIGHT TO FILE A LAWSUIT AND OF YOUR RIGHT TO A TRIAL BY JURY, AND A WAIVER OF YOUR RIGHT TO PARTICIPATE IN A CLASS ACTION OR LITIGATE ON A CLASS-WIDE BASIS. THESE ARE IMPORTANT RIGHTS THAT YOU CHOOSE TO WAIVE WHEN YOU ENTER INTO THIS AGREEMENT. PLEASE REVIEW SECTION 10 BEFORE YOU CHOOSE TO USE ANY OF THE SERVICES.

1. Scope of this Agreement and Changes.

(a) We do not intend to offer any Services to children below the age of 18, or to the extent that the Services or their use violate any applicable law or regulation. Consequently, by using the Services, you warrant and certify to us that (i) your age is at least 18 years, and you are not accessing the Services or using the Services on behalf of anyone whose age is under 18 years, and (ii) you are not prohibited or restricted from accessing or using any aspect of the Services by any applicable law or regulation. If at any time you are not in full compliance with all foregoing provisions of this Section, you are in material violation of this Agreement and you must immediately cease all use of, and access to the Services.

(b) We reserve the right to change this Agreement and each Separate Agreement (as defined in Section 2 below) at any time. Any change that we make to this Agreement or to any Separate Agreement will be effective when the revised Agreement or respectively Separate Agreement is posted by us on the Website, or when we notify you otherwise in accordance with this Agreement. We may also change or discontinue the Services at any time, in whole or in part. Your continued use of the Services covered by this Agreement or Separate Agreement after it is changed in accordance with this Section indicates your agreement to the respective change. Please review this Agreement and each Separate Agreement on a regular basis, and please remain informed about the evolution of our Services and of this Agreement and each Separate Agreement.

2. Other Services and Other Agreements.

(a) Our Privacy Policy (“Privacy Policy”) is available on our website and may be accessed tray.com/privacy. **By using any of the Services, you agree to our Privacy Policy.**

(b) The Privacy Policy, and any other legal agreement entered into by you and us in connection with this Agreement (e.g., any additional terms and conditions entered into you and us to grant to access to new functionality included in the Services), are each denoted a “Separate Agreement.”

3. Your License to Use the Services.

(a) The Services are protected by various intellectual property rights, including possibly copyrights, patents and trade secrets. Subject to your full compliance with this Agreement, we grant you a limited, nonexclusive,

nontransferable and non-assignable license, without the right to sublicense, during the term of this Agreement, and you accept such license, to use the Services solely in the form provided by us, and in accordance with any documentation or instructions made available by us and applicable to the respective Services, for as long as you continue to have access to such Services under this Agreement.

(b) Except as expressly provided in Section 3(a) above, we do not grant you any other license or right, whether by implication, estoppel or otherwise, and we reserve all other rights.

4. Your Data.

(a) As part of using the Services, you may have the opportunity to use the Services to transmit, store or otherwise process content or data that you or parties affiliated with you provide (“Your Data”). Your Data also includes any content or data that you and/or any other party affiliated with you upload to, store within, transmit through, process through, or otherwise make available to us.

(b) You are responsible for Your Data and for your activities in connection with Your Data, including in connection with uploading, posting, storing, transmitting, processing, downloading, retrieving, or otherwise processing Your Data through or in connection with the Services.

(c) Except to the extent that we expressly notify you in writing that our Services are compliant with specific laws, regulations or standards, and except with respect to laws and regulations with which our Services must inherently comply in the form made available to you under this Agreement, the Services are not designed, rated, validated, audited, approved or otherwise intended to comply with any other law, regulation or standard (“Excluded Regulations”). For example, unless we notify you otherwise in writing, the aspects of our Services that you access are not compliant with the Payment Card Industry Data Security Standard (PCI DSS), or various International Organization for Standardization (ISO) standards). You will not use the Services to upload, post, store, transmit, process, download, retrieve, transmit or otherwise process any of Your Data that requires compliance with, or is otherwise subject to any such Excluded Regulation. You must ensure that Your Data is not subject to, and does not require the Services to be compliant with any Excluded Regulations. To the extent that you and us have entered into a Separate Agreement under which we assume any obligations with respect to any Excluded Regulations, such Separate Agreement will govern those obligations.

(d) You will retain ownership of Your Data, or to the extent that you do not own specific portions of Your Data, you will retain your rights to such portions of Your Data. Notwithstanding the foregoing, you grant to us a license: (i) during the term of this Agreement, to provide to you the Services; (ii) during and after the term of this Agreement, to use Your Data in accordance with the Privacy Policy and to otherwise operate, improve, expand and otherwise modify our Services (e.g., to create directories or databases, facilitate business transactions between you and other customers of ours, organize content, make available information about you to other customers of ours in ways consistent with how we make available information about other customers of ours to you, etc.), and (iii) during and after the term of this Agreement, to anonymize Your Data in accordance with applicable laws and regulations and to use Your Data in anonymized form (e.g., after we delete your personally identifiable information (PII), we may retain and continue to use Your Data in anonymized form) to improve, expand and otherwise modify our Services. The license that you are granting us in the foregoing clauses of this Section is nonexclusive, worldwide, perpetual and irrevocable. Further, you warrant to us that by processing Your Data through the Services or otherwise making available to us Your Data in connection with the Services, you have the right, and you have obtained the right from any third parties that may have rights to any of Your Data, to grant to us the license granted in the foregoing clauses of this Section. Notwithstanding the foregoing, please be assured that we will comply with any laws and regulations applicable while exercising the license granted to us in the foregoing clauses of this Section, including obligations under applicable privacy laws to safeguard your PII, limit use of your PII to the scope of the rights that you grant to us, and delete PII upon your request (in which case we may retain and continue to use Your Data in anonymized format as specified above). Further information about how we use Your Data is available in the Privacy Policy.

(e) Please review now, and you must continue to review on an ongoing basis our Privacy Policy. You agree to the Privacy Policy, and to any changes to the Privacy Policy that we may publish from time to time.

(f) You agree that we may use and maintain Your Data and anonymized versions of Your Data according to the Privacy Policy, as part of the Services. You give us permission to combine Your Data, anonymized

versions of Your Data, and other data that we collect about you with data of other users of the Services and/or other services that we operate. For example, this means that we may use Your Data, anonymized versions of Your Data, other data that we collect about you, and other users' PII or non-identifiable and aggregated data to improve the Services or to design promotions and provide ways for you to compare business practices with other users. We may access or store Your Data and anonymized versions of Your Data in multiple countries, including countries outside of your own country to the extent permitted by applicable law. You give us permission to share or publish summary results relating to research data that may involve you and to distribute or license such data to third parties.

(g) Your access to the Services may be granted through a pass-through or shared login process, under which you use your login credentials for a platform operated by another party and we grant you access to the Services through those credentials. For example, we may make available to you an integration with a platform operated by a third party (e.g., Google, Facebook, etc.), and by using your login credentials from such platform, you may be logged into some aspect of the Services (e.g., through an OAuth or similar process). Since in this situation the login credentials are processed by a third party and data is transmitted between a third party and our Services, you understand that your login credentials may be compromised, stolen, misappropriated or otherwise corrupted, either on the third party's platform, in transit, or within the Services. You consequently assume all responsibility and risk in connection with such pass-through login processes and the use of your login credentials from other platforms, including the risks that (i) access to the Services using credentials from another platform may not work or may not be reliable, (ii) your login credentials from the other platform may be compromised, stolen or lost, and therefore your account for the Services, and/or your account for the services on the other platform, may be compromised or misappropriated and your data (both on the Services and on the other platform) may be corrupted, lost or stolen.

5. Limitations

(a) You will:

(i) Provide accurate and complete information to us in connection with the Services, and you will keep it updated;

(ii) Use your real name and contact information in your communications with us, in your profile, and in communications through the Services. Unless we direct you otherwise, it is acceptable for you to use a nickname as long as your real name remains clearly accessible to us and to other users who interact with you through the Services, or who view your profile through the Services. If you are an entity, you will ensure that your employees and other users authorized by us to access the Services on your behalf also use their real names and contact information in communications with us, in their profiles, and in communications through the Services;

(iii) Use the Services in a professional manner;

(iv) Comply with all laws and regulations applicable to you and Your Data in connection with this Agreement and with the Services. You will not use or access, and you will not directly or indirectly permit any other party to use or access the Services in a manner that violates any applicable law, regulation or this Agreement.

(v) Archive Your Data frequently. Unless we have entered into any Separate Agreement under which we assume responsibility for maintaining and storing Your Data, you are responsible for any of Your Data that is lost or unrecoverable.

(vi) Obtain all rights and consents from any third parties that may have rights to any of Your Data, to the extent that such third party rights and consents are needed (1) for you to upload Your Data to the Services, store Your Data in the Services, or otherwise process Your Data through or in connection the Services, and/or (2) for you to grant to us the licenses and other rights that you are granting to us with respect to Your Data under this Agreement (including the Privacy Policy).

(vii) Evaluate, confirm and validate any data that you find, retrieve or process using the Services or within our websites, including information about other entities, information submitted by other users, reviews of products or services, reviews of entities, and any other information that you obtain in connection with the Services.

(viii) Maintaining the Services updated can help with compatibility, security and functionality. We may update the Services from time to time with tools, utilities, improvements, third party applications, or other general updates or upgrades. To the extent that any updates or upgrades provided by us to any aspect of the Services require your approval or consent, you will accept and consent to such updates and upgrades, and you will apply the updates and upgrades as specified by us.

(ix) Communicate with us and with our representatives in a professional manner, and without using any language or engaging in any conduct that is illegal, fraudulent, defamatory, obscene, pornographic, profane, threatening, abusive, hateful, harassing, offensive, or otherwise inappropriate or objectionable.

(b) Additionally, you will not:

(x) Create a false identity on the Services, misrepresent your identity, create a profile for anyone other than you, or use or attempt to use another account.

(xi) Develop, support or use software, devices, scripts, robots, or any other means or processes (including crawlers, organized teams of humans, browser plugins and add-ons, or any other technology) to scrape the Services or otherwise copy profiles and other data from the Services, except to the extent that such prohibition is not permitted under applicable laws.

(xii) Override any security feature or bypass or circumvent any access controls or use limits of the Service (such as caps on keyword searches, API access limitations, or limits on profile views).

(xiii) Copy, use, disclose or distribute the Services in whole or in part, or any information obtained from the Services, whether directly or through third parties (such as search engines), without our consent.

(xiv) Disclose information that you do not have the consent to disclose (such as confidential information of others (including of your employer if you are an individual)).

(xv) Violate the intellectual property rights of others, including copyrights, patents, trademarks, trade secrets, or other proprietary rights. For example, you must not copy or distribute (except through the available Services sharing functionality) the posts or other content of others without their permission.

(xvi) Violate our intellectual property rights or any of our other rights, including, without limitation, (i) copying or distributing our technology, software, data, documentation, learning videos or other materials, except to the extent that we expressly authorize you to do so in writing, or (ii) using our trademarks, logos or brands in any business name, email, or URL, except to the extent that we expressly authorize you to do so in writing.

(xvii) Introduce into the Services or otherwise expose the Services to any software viruses, worms, or any other malicious or harmful code.

(xviii) Reverse engineer, decompile, disassemble, decipher or otherwise attempt to derive the source code for the Services or any related technology that is not open source.

(xix) Imply or state that you are affiliated with or endorsed by us without our express consent.

(xx) Rent, lease, loan, trade, sell, resell, sublicense, copy, replicate, or otherwise monetize any aspect of the Services or any data made available through the Services (other than Your Data) without our consent.

(xxi) Deep-link to our Services for any purpose other than to promote your profile on our Services, without our consent.

(xxii) Use bots or other automated methods to access the Services, add or download contacts, send or redirect messages.

(xxiii) Monitor or evaluate the availability, performance or functionality of the Services for any competitive purpose, or perform or assist any other party to perform any benchmarking on the Services.

- (xxiv) Engage in “framing,” “mirroring,” or otherwise simulating the appearance or function of the Services.
- (xxv) Overlay or otherwise modify the Services or their appearance (such as by inserting elements into the Services or removing, covering, or obscuring an advertisement included on the Services).
- (xxvi) Interfere with the operation of, or place an unreasonable load on, the Services (e.g., spam, denial of service attack, viruses, gaming algorithms).
- (xxvii) Violate any Separate Agreements in which you may enter in connection with the Services.
- (xxviii) Upload to the Services or otherwise process through the Services any illegal, fraudulent, defamatory, obscene, pornographic, profane, threatening, abusive, hateful, harassing, offensive, inappropriate or objectionable information or communications of any kind, including without limitation conduct that would encourage “flaming” others, or criminal or civil liability under any local, state, federal or foreign law.
- (xxix) Impersonate someone else or falsely represent your identity or qualifications, or violate any other party’s privacy or other rights.
- (xxx) Offer or otherwise facilitate through the Services any investment opportunities, solicitations, chain letters, pyramid schemes, other unsolicited commercial communication or engage in spamming or flooding.
- (xxxi) Upload or otherwise process through the Services any information, software or content which is not legally yours and without permission from the owner of the respective intellectual property rights.
- (xxxii) Provide access to the Services to any other party, or otherwise enable any other party to access any aspect of the Services.
- (xxxiii) Make the Services available on any file-sharing or application hosting service.
- (xxxiv) Process any content (including Your Data) through the Services, in ways that are illegal or not expressly approved by us.
- (xxxv) Process any content (including Your Data) through the Services, to do any of the following: (1) negatively impact the performance of the Services or of the technology and resources that we use to deliver the Services, (2) consume a disproportionate amount of computational power, data storage or data communication volume (e.g., you may not mine a cryptocurrency or otherwise utilize large computational power from the Services without our express and specific approval in writing), or (3) make a disproportionate number of calls to any particular API.
- (xxxvi) Hack any aspect of the Services, or otherwise seek to obtain access to any aspect of the Services that you have not been expressly authorized by us to access.
- (xxxvii) Process any content (including Your Data) through the Services to hack any other technology, system, software, device or service, or to otherwise seek to obtain access to any other technology, system, software, device or service that you have not been expressly authorized to access. and/or
- (xxxviii) Post links to third-party websites or services through the Services, unless such links are reasonably relevant to content that you are expressly allowed to process through the Services and you are posting them in good faith. For example, you must not post links to third party website if your intent is reasonably calculated to generate Search Engine Optimization (SEO) value for that other website and to drive traffic to that website, but you may post such links if you are referencing in good faith a third party publication reasonably relevant to content (e.g., a permissible review) that is properly posted within the Services. We reserve the right to edit or remove any content, and to edit, remove or redirect any link posted by you or any other user within the Services.

6. Access through Mobile Devices.

(a) Use of the Services may be available through a compatible mobile device and may require cellular network coverage. For example, a mobile App may require a mobile phone with certain characteristics to operate properly. You agree that you are solely responsible for these requirements, including any applicable changes, updates and fees as well as the terms of your agreement with your mobile device and telecommunications provider.

(B) We make no warranties or representations of any kind, express, statutory or implied as to:

(i) the availability of telecommunication services from your or any other telecommunications services provider and access by you or any other user to the Services at any time or from any location;

(ii) any loss, damage, or other security intrusion of the telecommunication Services;

(iii) compatibility between our Services and your mobile device; and/or

(iv) any disclosure of information to third parties or failure to transmit any data, communications or settings connected with the Services.

7. Additional Terms.

(a) Whether or not you affirmatively opt in to receive any particular communications from us, by entering into this Agreement you agree to allow us to send to you email, text, SMS or other similar communications for marketing or other commercial purposes nor directly related to the Services ("Marketing Communications"). Notwithstanding the foregoing, you will always have the right to opt out from any and all Marketing Communications that we send to you, in which case we will no longer send those specific Marketing Communications from which you opted out (but we reserve the right to continue to send you other Marketing Communications until you specifically opt out from those other Marketing Communications as well). To opt out (i.e., to revoke your consent for such communications), you can follow the opt-out mechanism that we indicate in the Marketing Communications that you receive from us, or you may contact us at the following address: [optout@tray.com].

(b) We have the right to tell you about other services or products provided by us or by other business affiliates of ours. You may be offered other services, products, or promotions by us or by third parties. Additional terms and conditions and fees may apply to such services, products, or promotions, and you must observe and comply with such terms, conditions and fees. With some other such services or products, you may upload or enter data from your account (e.g., names, addresses, login credentials, phone numbers, purchases, credit cards or other forms of payment, etc.) to third parties directly or via the Internet. You assume the risk that any transactions that you initiate with third parties, whether through the Services or directly with such third parties, may fail or that your data may be lost, stolen, intercepted, or misappropriated. For transactions with third parties, whether conducted through the Services or directly with such third parties, you will direct your questions and seek refunds directly to and from such third parties. Unless we agree otherwise in writing, we are not responsible for transactions that you conduct with third parties, whether through the Services or directly with such third parties.

(c) We have the right to send you communications about the Services or other services or products. You agree that we may send these communications to you via email, SMS, or by posting them on our websites.

(d) You may provide us with your telephone number as part of your customer record or registration or via other methods. You understand and agree that we have the right to use your telephone number for "multi-factor authentication" ("MFA"), to confirm your identity, and/or to help protect the security of your account. Part of the MFA identity verification process may involve us sending text messages containing security codes to your telephone number. You agree to receive these texts from us containing security codes as part of the MFA process. In addition, you agree that we may send text messages, SMS messages, pre-recorded voice messages, and other similar communications to the telephone number you provide for other limited purposes, including: providing you with important critical notices regarding your use of the Services, or fulfilling a request made by you through the Services.

(e) The Services may include a community forum or other social features to exchange content and information with other users of the Services and the public. We do not support and are not responsible for the content in

these community forums. Please use respect when you interact with other users. Do not reveal information that you do not want to make public. Other users may post hypertext links to content of third parties for which we are not responsible.

(f) You give us the right to freely use any feedback that you provide about the Services and the content processed through the Services. You agree that we may use your feedback, suggestions, or ideas in any way, including in future modifications of the Services, other products or services, advertising or marketing materials. You grant us a nonexclusive, worldwide, transferable and assignable, sublicensable, irrevocable and perpetual, fully paid-up, royalty free license to use in any way the feedback you provide to us.

(g) We may monitor Your Data. We may, but have no obligation to, monitor content on the Services. We may disclose any information, including Your Data, as reasonably helpful or necessary to satisfy our legal obligations, respond to or otherwise address any requests from courts and other governmental or legal authorities, protect us or our customers, or operate the Services. We, in our sole discretion, may refuse to publicly post, remove, or refuse to remove, any of Your Data or other content, in whole or in part, alleged to be unacceptable, undesirable, inappropriate, or in violation of this Agreement.

(h) We do not give professional advice. Unless specifically included with the Services, we are not in the business of providing legal, financial, accounting, tax, health care, real estate or other professional services or advice. Consult the services of a competent professional when you need this type of assistance.

(i) You are responsible for securely managing your password(s) for the Services. If you know or suspect that anyone other than you knows any of your passwords relating to the Services, or if you become aware of any unauthorized access to any of your accounts related to the Services, you must promptly notify us.

(j) You acknowledge that the Services are subject to restrictions under applicable United States of America (USA) export control laws, including USA trade embargoes and sanctions and security requirements, and applicable country or local laws to the extent compatible with USA laws. You agree that you will comply with these laws and regulations and will not export, re-export, import or otherwise make available products and/or technical data in connection with the Services and this Agreement in violation of these laws, directly or indirectly.

(b) We hold various trademarks, and some of our trademarks may be registered in one or more jurisdictions. You are not permitted to use any of our trademarks without our express written approval.

8. Liability and Disclaimers.

(a) You will indemnify and hold us and Our Affiliated Entities harmless from any and all claims, liability and expenses, including reasonable attorneys' fees and costs, arising out of your use of the Services or breach of this Agreement (collectively referred to as "Claims"). We reserve the right, in our sole discretion and at our own expense, to assume the exclusive defense and control of any Claims. You agree to reasonably cooperate as requested by us in the defense of any Claims. "Our Affiliated Entities" means (i) our direct and indirect business affiliates, customers, licensees, users, vendors, investors and shareholders (whether now existing, prospective or future), predecessors, agents, attorneys, advisors, insurers, directors, employees, officers, and any other similar parties, and (ii) any and all of the foregoing's successors or assigns.

(b) YOUR USE OF THE SERVICES, SOFTWARE, AND CONTENT IS ENTIRELY AT YOUR OWN RISK. EXCEPT AS DESCRIBED IN THIS AGREEMENT, THE SERVICES ARE PROVIDED "AS IS." TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAWS, WE AND OUR AFFILIATED ENTITIES DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY THAT THE SERVICES ARE FIT FOR A PARTICULAR PURPOSE, TITLE, MERCHANTABILITY, DATA LOSS, NON-INTERFERENCE WITH OR NON-INFRINGEMENT OF ANY INTELLECTUAL PROPERTY RIGHTS, OR THE ACCURACY, RELIABILITY, QUALITY OR CONTENT IN OR LINKED TO THE SERVICES. WE AND OUR AFFILIATED ENTITIES DO NOT WARRANT THAT THE SERVICES AND DATA PROCESSED THROUGH THE SERVICES ARE SECURE, ACCURATE, FREE FROM BUGS, VIRUSES, INTERRUPTION, ERRORS, THEFT OR DESTRUCTION. IF ANY OF THESE EXCLUSIONS FOR WARRANTIES DO NOT APPLY TO YOU OR ARE VOID WITH RESPECT TO YOU UNDER ANY APPLICABLE LAWS OR REGULATIONS, THE RESPECTIVE WARRANTIES THAT CANNOT BE EXCLUDED ARE LIMITED TO THE SHORTEST PERIOD PERMITTED BY THOSE LAWS AND REGULATIONS.

(c) WE AND OUR AFFILIATED ENTITIES DISCLAIM ANY REPRESENTATIONS OR WARRANTIES THAT YOUR USE OF THE SERVICES WILL SATISFY OR ENSURE COMPLIANCE WITH ANY LEGAL OBLIGATIONS OR LAWS OR REGULATIONS.

(d) TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, OUR TOTAL AND CUMULATIVE LIABILITY OVER THE LIFE OF THIS AGREEMENT, TOGETHER WITH THE TOTAL AND CUMULATIVE LIABILITY OF OUR AFFILIATED ENTITIES OVER THE LIFE OF THIS AGREEMENT, FOR ALL CLAIMS, BREACHES AND ALL OTHER LIABILITIES ARISING OUT OF OR OTHERWISE RELATING TO THIS AGREEMENT AND THE SERVICES, TO YOU AND TO ALL OTHER PARTIES DIRECTLY OR INDIRECTLY AFFILIATED WITH YOU OR WITH THE RESPECTIVE CLAIMS SHALL BE LIMITED AT EACH POINT IN TIME TO THE NET AMOUNT THAT WE RECEIVED FROM YOU FOR THE SERVICES DURING THE TWELVE (12) MONTHS PRIOR TO SUCH POINT IN TIME. EXCEPT TO THE EXTENT THAT APPLICABLE LAWS DO NOT PERMIT THIS DISCLAIMER, WE AND OUR AFFILIATED ENTITIES ARE NOT LIABLE FOR ANY OF THE FOLLOWING: (A) INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, OR COVER COSTS OR REPLACEMENT COSTS; AND (B) DAMAGES RELATING TO FAILURES OF TELECOMMUNICATIONS, THE INTERNET, ELECTRONIC COMMUNICATIONS, DATA CORRUPTION, SECURITY, LOSS OR THEFT OF DATA, VIRUSES, SPYWARE, LOSS OF BUSINESS, LOSS OF REVENUE, OR LOSS OF PROFITS OR INVESTMENT.

(e) THE ABOVE LIMITATIONS AND DISCLAIMERS IN SECTIONS 8(a), 8(b), 8(c) and 8(d) APPLY EVEN IF WE AND OUR AFFILIATED ENTITIES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH CLAIMS, LIABILITIES, BREACHES OR DAMAGES. THIS AGREEMENT SETS FORTH OUR ENTIRE LIABILITY, AND THE ENTIRE LIABILITY OF OUR AFFILIATED ENTITIES, AND YOUR EXCLUSIVE REMEDY WITH RESPECT TO THE SERVICES AND THIS AGREEMENT.

9. Termination and Suspension.

(a) We reserve the right, in our sole discretion and without notice, to restrict, deny, terminate this Agreement or suspend the Services and/or any of your accounts, effective immediately, in whole or in part, for suspicion of fraud, security, illegal activity or unauthorized access issues, to protect the integrity of our Services or systems, to comply with our policies or applicable laws and regulations, if you fail to comply with this Agreement, if you no longer agree to receive electronic communications, if you notify us of your decision to terminate this Agreement, or if you request us to close any of your accounts or delete Your Data.

(b) Upon termination of this Agreement, or upon suspension or termination of your accounts, you must immediately stop using the Services and any outstanding payments will become due immediately. Any termination of this Agreement will not affect our rights to any payments due to us. We may also terminate a free or trial account at any time. Sections 1(a), 2, 3(b), 4, 5, 6 7, 8, 9(b), 10, 11, and 12 will survive and remain in effect even if the Agreement is terminated or otherwise ends for any reason.

10. Disputes and Applicable Law.

(a) FLORIDA STATE LAW GOVERNS THIS AGREEMENT WITHOUT REGARD TO ITS CONFLICTS OF LAWS PROVISIONS.

(b) ANY DISPUTE OR CLAIM RELATING IN ANY WAY TO THE SERVICES OR THIS AGREEMENT WILL BE RESOLVED BY BINDING ARBITRATION, RATHER THAN IN COURT. The Federal Arbitration Act governs the interpretation and enforcement of this provision, and the arbitrator shall apply Florida law to all other matters. Notwithstanding anything to the contrary, any party to the arbitration may at any time seek injunctions or other forms of equitable relief from any court of competent jurisdiction. WE AND YOU AGREE THAT ANY AND ALL DISPUTES MUST BE BROUGHT IN THE RESPECTIVE PARTY'S INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. BY ENTERING INTO THIS AGREEMENT AND AGREEING TO ARBITRATION, YOU AGREE THAT YOU AND US ARE EACH WAIVING THE RIGHT TO FILE A LAWSUIT AND THE RIGHT TO A TRIAL BY JURY. IN

ADDITION, YOU AGREE TO WAIVE THE RIGHT TO PARTICIPATE IN A CLASS ACTION OR LITIGATE ON A CLASS-WIDE BASIS. YOU AGREE THAT YOU HAVE EXPRESSLY AND KNOWINGLY WAIVED THESE RIGHTS.

(c) To begin an arbitration proceeding under this Agreement, send a letter requesting arbitration and describing your claim to us at the main address posted on our main website. Arbitration will be conducted by the American Arbitration Association (AAA) before a single AAA arbitrator under the AAA's rules, which are available at www.adr.org. [The arbitration will take place in Miami, Florida. / You may choose to have the arbitration conducted by telephone, based on written submissions, or in person in the county where you live or at another mutually agreed location.] Payment of all filing, administration and arbitrator fees and costs will be governed by the AAA's rules, but if you are unable to pay any of them, we will pay them for you (but not your legal fees (if any), which you must pay as part of your arbitration proceedings). The decision of the arbitrator shall be final and not appealable, and judgment on the arbitration award may be entered in any court having jurisdiction thereof.

(d) This Section 10 will survive any expiration, termination or rescission of this Agreement.

(e) You acknowledge and agree that we would not provide to you the Services on the terms and in the form offered to you under this Agreement if you had not agreed to the applicable law, arbitration and waiver of class action rights above in this Section 10.

11. Copyright Complaints and Removal Policy

We respect the intellectual property of others and will respond to notices of alleged copyright infringement that comply with the law. We reserve the right to delete or disable Your Data, in whole or in part, if it is alleged to violate copyright laws or this Agreement, and we reserve the right to terminate your access to any and all Services in such cases.

If you believe there has been a violation of your intellectual property rights, please contact legal@tray.com.

12. Other Terms.

(a) This Agreement and the Separate Agreements are the entire agreement between you and us with respect to your access to the Services, and replaces all prior understandings, communications and agreements, oral or written, regarding its subject matter. The foregoing does not apply, however, to the extent that we have separately entered into any Separate Agreement with you that expressly supersedes this Agreement, in which case the Separate Agreement will prevail over this Agreement with respect to the Services or other products and services to which such Separate Agreement applies.

(b) If any court of law, having the jurisdiction, rules that any part of this Agreement is invalid, that section will be removed without affecting the remainder of the Agreement. The remaining terms will be valid and enforceable.

(c) The United Nations Convention on Contracts for the International Sale of Goods does not apply to this Agreement.

(d) You are not allowed to assign or transfer this Agreement to any other party without our written approval. We have the right to assign or transfer this Agreement at any time, in whole or in part, without notice to you, to any party.