detamoov Terms of Use

These Terms of Use (this "*Agreement*," or, these "*Terms of Use*") are a binding contract between you or the entity you represent ("*Customer*," "*you*," or "*your*") and 512 Ventures, LLC d/b/a detamoov ("*detamoov*"). This Agreement governs your access to and use of the Services.

THIS AGREEMENT TAKES EFFECT WHEN YOU CLICK THE "SIGN UP" OR "I ACCEPT" BUTTON. BY CLICKING ON THE "SIGN UP" OR "I ACCEPT" BUTTON OR ACCESSING OR USING THE SERVICES YOU (A) ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTAND THIS AGREEMENT; (B) REPRESENT AND WARRANT THAT YOU HAVE THE RIGHT, POWER, AND AUTHORITY TO ENTER INTO THIS AGREEMENT AND IF ENTERING INTO THIS AGREEMENT FOR AN ENTITY, THAT YOU HAVE THE LEGAL AUTHORITY TO BIND THAT ENTITY; AND (C) ACCEPT THIS AGREEMENT ON YOUR BEHALF OR ON BEHALF OF THE ENTITY YOU REPRESENT IF YOU ARE ENTERING INTO THIS AGREEMENT FOR AN ENTITY AND AGREE THAT YOU OR SUCH ENTITY, AS APPLICABLE, ARE LEGALLY BOUND BY ITS TERMS.

IF YOU DO NOT AGREE TO THESE TERMS, PLEASE DO NOT SELECT THE "SIGN UP" OR "I ACCEPT" BUTTONS AND EXIT THE SCREEN. IF YOU DO NOT ACCEPT THESE TERMS, YOU MAY NOT ACCESS OR USE THE SERVICES.

1. **Services.** detamoov will provide the Services to Customer in accordance with these Terms of Use. Customer may use the Services, and shall have the right and license to re-sell the Services to its Customer Clients, subject to and in accordance with this Agreement.

2. **Data Processing and Security.** detamoov will not access or use Customer Data, except as necessary to provide the Services to Customer. detamoov will maintain and comply with a comprehensive data security program ("*Security Policy*") that complies with applicable law and that is designed to: (i) ensure the security and confidentiality of the Customer Data; (ii) protect against any anticipated threats or hazards to the security or integrity of the Customer Data; (iii) protect against unauthorized access to or use of the Customer Data; (iv) ensure the proper disposal of Customer Data; and, (v) ensure that all subcontractors of detamoov, if any, comply with such Security Policy.

3. **Customer Obligations.**

3.1 *Consents*. Customer is responsible for any consents and notices required to permit (a) Customer's use and receipt of the Services and (b) detamoov's accessing, storing, and processing of data provided by Customer (including Customer Data, if applicable) under this Agreement.

3.2 *Compliance*. Customer will (a) ensure that Customer and its Users' use of the Services complies with these Terms of Use, (b) use commercially reasonable efforts to prevent and terminate any unauthorized access or use of the Services, and (c) promptly notify detamoov of any unauthorized use of, or access to, the Services of which Customer becomes aware.

3.3 *Use Restrictions*. Customer will not, and will not allow Users to, (a) copy, modify, create a derivative work of, reverse engineer, decompile, translate, disassemble, or otherwise attempt to extract any of the source code of the Services; (b) upload or transmit any virus, worm, trojan horse or harmful code or attachment, or (c) access or use the Services (i) in a manner intended to avoid incurring Fees; or (ii) to transmit, store, or process health information subject to United States HIPAA regulations except as permitted by an executed HIPAA BAA. detamoov does not intend use of the Services to create obligations

under HIPAA or FERPA, and makes no representation that the Services satisfy HIPAA or FERPA requirements. detamoov may make available electronic data interchange (EDI) or benefit enrollment integrations, including an integration supporting the ASC X12 834 (Benefit Enrollment and Maintenance) transaction. The availability of any such integration is not, and will not be construed as, detamoov's agreement to receive Protected Health Information, detamoov's agreement to act as a Business Associate, or a representation that the Services satisfy HIPAA. Customer may use any such integration to transmit, store, or process Protected Health Information only if Customer and detamoov have entered into an executed HIPAA BAA; otherwise, Customer will use such integrations solely with data that does not constitute Protected Health Information. In regards to HIPAA, if Customer is (or becomes) a Covered Entity or Business Associate (as defined in HIPAA), Customer will not use the Services for any purpose or in any manner involving Protected Health Information (as defined in HIPAA) unless Customer has received prior written consent to such use from detamoov in each instance.

3.4 The detamoov platform contains functionality whereby Customer will have the ability to send Customer Data to detamoov via a Customer designated email account (the "*Customer Approved Email Account*") in order to commence a detamoov workflow (referred to as "*moovs*"). Any such transmission of Customer Data shall be at Customer's risk and detamoov shall have the right to rely on any data transmissions from such Customer Approved Email Account and shall have no liability for any breach, hacking or "spoofing" of such Customer Approved Email Account.

4. **Updates to Services and Terms.** detamoov may from time to time update the Services, provided the updates do not result in a material reduction of the functionality, performance, availability, or security of the Services. detamoov may update the URL Terms, provided the updates do not (a) result in a material degradation of the overall security of the Services, (b) expand the scope of or remove any restrictions on detamoov's processing of Customer Data as described in the Security Policy, or (c) have material adverse impact on Customer's rights under the URL Terms. detamoov will notify Customer of any material updates to the URL Terms. detamoov shall at all times have the right to make changes required to comply with applicable law or address a material security risk, or that are applicable to new or pre-general availability Services or functionality.

5. **Payment Terms.**

5.1 *Fee Calculation*. Fees will be imposed based upon the moovs executed by Customer under the Customer's user account in the Services, based upon detamoov's then standard Prices. Configuration fees may also apply for each new moov. Fees for additional "white glove" service may apply as well, as may be agreed upon by and between Customer and detamoov. Where appliable, sales tax shall be invoiced and paid by Customer.

5.2 *Payment*. Customer will pay detamoov all invoiced amounts by the Payment Due Date. Customer's obligation to pay all Fees is non-cancellable. All payments due are in the currency described in the invoice.

5.3 *Invoice Disputes*. If applicable, Customer must submit any invoice dispute to billing@detamoov.com before the Payment Due Date. If the parties determine that Fees were incorrectly invoiced, detamoov will issue a credit equal to the agreed amount.

5.4 *Overdue Payments*.

(a) If detamoov has not received all applicable fees by the Payment Due Date detamoov may (i) charge interest on overdue amounts at 1.5% per month (or the highest rate permitted by law, if less) from the Payment Due Date until paid in full, and (ii) Suspend the Services or terminate these Terms of Use.

(b) If applicable, Customer will reimburse detamoov for all reasonable expenses (including attorneys' fees) incurred by detamoov in collecting overdue payments except where such payments are due to detamoov's billing inaccuracies.

6. **Suspension.** detamoov may immediately Suspend Customer's use of the Services if (a) there is an Emergency Security Issue or (b) detamoov is required to Suspend such use immediately to comply with applicable law. Upon any such suspension (a) detamoov will use best efforts to provide Customer with notice of the cause for Suspension without undue delay, to the extent legally permitted, and (b) the Suspension will be to the minimum extent and for the shortest duration required to resolve the cause for Suspension.

7. **Intellectual Property.**

7.1 *Intellectual Property Rights*. Except as expressly stated in these Terms of Use, the Agreement does not grant either party any rights, implied or otherwise, to the other's content or Intellectual Property. As between the parties, Customer retains all Intellectual Property Rights in Customer Data and detamoov retains all Intellectual Property Rights in the Services and Software.

7.2 *Feedback*. At its option, Customer may provide feedback and suggestions about the Services to detamoov ("*Feedback*"). If Customer provides Feedback, then detamoov and its Affiliates may use that Feedback without restriction and without obligation to Customer.

8. **Confidentiality.** The recipient will use the other party's Confidential Information only to exercise its rights and fulfill its obligations under these Terms of Use. The recipient will use reasonable care to protect against disclosure of the other party's Confidential Information to parties other than the recipient's employees, Affiliates, agents, or professional advisors who need to know it and who have a legal obligation to keep it confidential; provided the recipient will ensure that such third parties are also subject to the same non-disclosure and use obligations. The recipient will use commercially reasonable efforts to notify the other party before disclosing that party's Confidential Information in accordance with Legal Process. Notice is not required before disclosure if the recipient is informed that (i) it is legally prohibited from giving notice or (ii) the Legal Process relates to exceptional circumstances involving danger of death or serious physical injury. The recipient will comply with the other party's reasonable requests to oppose disclosure of its Confidential Information.

9. **Term and Termination.**

9.1 *Agreement Term*. These Terms of Use will remain in effect for the Term unless it expires or is terminated in accordance with these Terms of Use. The term (the "*Term*") shall continue for so long as Customer's account shall remain active, or until either (a) detamoov provides Customer with notice of termination, or (b) Customer shall deactivate its detamoov account.

9.2 *Termination for Breach*. Either party may terminate these Terms of Use if the other party (i) is in material breach of these Terms of Use and fails to cure that breach within 30 days after receipt of written

notice, (ii) ceases its business operations, or (iii) becomes subject to insolvency proceedings and the proceedings are not dismissed within 90 days.

9.3 *Effect of Termination*. If these Terms of Use terminates or expires, then (a) all rights and access to the Services will terminate (including access to Customer Data), (b) detamoov, if applicable, will send Customer a final invoice for payment obligations, and (c) detamoov shall have the right to delete all Customer data then stored in its environment.

9.4 *Survival*. The following Sections will survive expiration or termination of this Agreement: Section 5 (Payment Terms), Section 7 (Intellectual Property), Section 8 (Confidentiality), Section 9.3 (Effects of Termination), Section 11 (Disclaimer), Section 12 (Indemnification), Section 13 (Liability), Section 14 (Artificial Intelligence Features; Customer Choice and Responsibility), Section 15 (Miscellaneous), and Section 16 (Definitions).

10. **Representations and Warranties**. Each party represents and warrants that: (a) it has full power and authority to enter into this Agreement and (b) will comply with all laws and regulations applicable to its provision, receipt, or use of the Services.

11. **Disclaimer.** Except as expressly provided for in these Terms of Use, to the fullest extent permitted by applicable law, detamoov (a) does not make any warranties of any kind, whether express, implied, statutory, or otherwise, including warranties of merchantability, fitness for a particular use, noninfringement, or error-free or uninterrupted use of the Services or Software and (b) makes no representation about content or information accessible through the Services. Any AI Features and AI Outputs (both defined below) are provided as is. To the fullest extent permitted by applicable law, detamoov does not warrant that AI Features or AI Outputs will be accurate, complete, secure, uninterrupted, or suitable for a particular purpose. The Services, AI Features, and AI Outputs are not intended to be used for High Risk Activities. Any use of the Services, AI Features, or AI Outputs for High Risk Activities by Customer or its Users will be at Customer's own risk, and Customer will be solely liable for the results of any failure of the Services when used for High Risk Activities. Any claims arising from or relating to the use of AI Features or AI Outputs are subject to the limitations of liability in Section 13.1 (Limited Liabilities).

12. **Indemnification.**

12.1 *detamoov Indemnification Obligations*. detamoov will defend Customer and its Affiliates participating under these Terms of Use Customer Indemnified Parties"), and indemnify them against Indemnified Liabilities in any Third-Party Legal Proceeding to the extent arising from an allegation that the Customer Indemnified Parties' use of detamoov Indemnified Materials infringes the third party's Intellectual Property Rights.

12.2 *Customer Indemnification Obligations*. Customer will defend detamoov and its Affiliates and indemnify them against Indemnified Liabilities in any Third-Party Legal Proceeding to the extent arising from (a) any Customer Indemnified Materials, (b) Customer's or a User's use of the Services in breach of the Use Restrictions, or (c) any loss or liability arising in connection with any breach, hacking or "spoofing" of the Customer Approved Email Account .

12.3 *Indemnification Exclusions*. The indemnification obligations of the parties set forth in this Section 12 will not apply to the extent the underlying allegation arises from (a) the indemnified party's breach of

the Agreement or (b) a combination of the detamoov Indemnified Materials or Customer Indemnified Materials (as applicable) with materials not provided by the indemnifying party under these Terms of Use, unless the combination is required by this Agreement.

12.4 *Indemnification Conditions*. The indemnification obligations of the parties set forth in this Section 12 are conditioned on the following:

(a) The indemnified party promptly notifies the indemnifying party in writing of any allegation(s) that preceded the Third-Party Legal Proceeding and cooperates reasonably with the indemnifying party to resolve the allegation(s) and Third-Party Legal Proceeding. If breach of this Section 12.4(a) prejudices the defense of the Third-Party Legal Proceeding, the indemnifying party's obligations under this Section 12 will be reduced in proportion to the prejudice.

(b) The indemnified party must tender sole control of the indemnified portion of the Third-Party Legal Proceeding to the indemnifying party, subject to the following: (i) the indemnified party may appoint its own non-controlling counsel, at its own expense; and (ii) any settlement requiring the indemnified party to admit liability, pay money, or take (or refrain from taking) any action, will require the indemnified party's prior written consent, not to be unreasonably withheld, conditioned, or delayed.

12.5 *Remedies*.

(a) If detamoov reasonably believes the Services might infringe a third party's Intellectual Property Rights, then detamoov may, at its sole option and expense: (i) procure the right for Customer to continue using the Services; (ii) modify the Services to make them non-infringing without materially reducing their functionality; or (iii) replace the Services with a non-infringing, functionally equivalent alternative.

(b) If detamoov does not believe the remedies in Section 12.5(a) are commercially reasonable, then detamoov may suspend or terminate the impacted Services.

12.6 *Sole Rights and Obligations*. Without affecting either party's termination rights, this Section 12 (Indemnification) states the parties' sole and exclusive remedy under these Terms of Use for any third-party allegations of Intellectual Property Rights infringement covered by this Section 12 (Indemnification).

13. **Liability.**

13.1 *Limited Liabilities*.

(a) To the extent permitted by applicable law and subject to Section 13.2 (Unlimited Liabilities), neither party will have any Liability arising out of or relating to this Agreement for any (i) indirect, consequential, special, incidental, or punitive damages or (ii) lost revenues, profits, savings, or goodwill.

(b) Each party's total aggregate Liability for damages arising out of or relating to these Terms of Use is limited to the Fees Customer paid under these Terms of Use during the 12 month period before the event giving rise to Liability.

13.2 *Unlimited Liabilities*. Nothing in these Terms of Use excludes or limits either party's Liability for:

(a) subject to Section 11 (Disclaimer), death, personal injury, or tangible personal property damage resulting from its negligence or the negligence of its employees or agents;

(b) intentional misconduct, fraud or violation of law;

(c) its infringement on the Intellectual Property Rights of the other party;

(d) Its payment obligations under these Terms of Use; or

(e) matters for which liability cannot be excluded or limited under applicable law.

14. **Artificial Intelligence Features; Customer Choice and Responsibility.**

14.1 *AI Features; Customer Choice*. Certain features of the Services may use artificial intelligence or machine learning (collectively, "*AI Features*"). AI Features are not enabled by default but Customer may elect to include an AI Agent Step (defined below) as a step within a moov or other integration. Customer's decision to enable or use any AI Feature, to include an AI Agent Step in any moov or integration, and to rely on or implement the resulting AI Outputs (defined below), is made solely at Customer's discretion. Customer is responsible for determining whether AI Features are appropriate for its intended use and for controlling access to such features by its Users and, where applicable, Customer Clients.

14.2 *AI Outputs; Review and Validation*. AI Features may generate suggestions, mappings, configurations, analyses, prompts, or other outputs (collectively, "*AI Outputs*") that are inaccurate, incomplete, biased, or unsuitable for Customer's intended purpose. Customer is solely responsible for reviewing and validating AI Outputs, including by human review, before using AI Outputs in any way, including, but not limited to, using AI Outputs in connection with implementing integration or moov configurations, modifying records, transmitting data, or any action affecting payroll, benefits, accounting, or employment decisions.

14.3 *Customer Responsibility for Decisions and Automated Execution*. Customer remains responsible for its business decisions, the accuracy and lawfulness of the data it submits, and the actions it authorizes through the Services. If Customer enables automated execution of AI-generated actions within a moov or integration, Customer is responsible for establishing appropriate review, approval, monitoring, and other controls for that workflow. Customer is responsible for its Users' use of the AI Features and for all acts and omissions of its Users in connection with the AI Features. Without limiting the generality of the foregoing, Customer is solely responsible for making any decisions relating to payroll, benefits, accounting, or employment decisions.

14.4 *No Professional Advice*. AI Outputs are not legal, tax, accounting, payroll, or other professional advice and do not replace Customer's independent judgment or consultation with qualified professionals.

14.5 *Third-Party AI Providers*. AI Features may be enabled by, or rely on, artificial intelligence technology, models, or services provided by third parties. detamoov does not control, and is not responsible for, the outputs of such third-party technology, except as expressly provided in this Agreement.

14.6 *Preservation of detamoov Obligations*. Nothing in this Section 14 limits detamoov's express obligations under this Agreement or any applicable data processing agreement, including its confidentiality, security, and data protection obligations under Section 2 (Data Processing and Security) and Section 8 (Confidentiality).

15. **Miscellaneous.**

15.1 *Notices*. detamoov will provide notices to Customer by sending an email to the Notification Email Address. Customer will provide notice to detamoov under this Agreement by sending an email to legal@detamoov.com. Notice will be treated as received when the email is sent. Customer is responsible for keeping its Notification Email Address current throughout the Term. The parties may use emails to satisfy written approval and consent requirements under these Terms of Use.

15.2 *Assignment*. Neither party may assign any part of this Agreement without the written consent of the other, except to an Affiliate where: (a) the assignee has agreed in writing to be bound by the terms of this Agreement; (b) the assigning party remains liable for obligations under this Agreement if the assignee defaults on them; and (c) the assigning party has notified the other party of the assignment. Any other attempt to assign is void.

15.3 *Force Majeure*. Neither party will be liable for failure or delay in performance of its obligations to the extent caused by circumstances beyond its reasonable control, including acts of God, natural disasters, terrorism, riots, or war.

15.4 *Subcontracting*. detamoov may subcontract obligations under this Agreement but will remain liable to Customer for any subcontracted obligations.

15.5 *No Waiver*. Neither party will be treated as having waived any rights by not exercising (or delaying the exercise of) any rights under this Agreement.

15.6 *Severability*. If any part of these Terms of Use is invalid, illegal or unenforceable, the rest of these Terms of Use will remain in effect.

15.7 *No Third-Party Beneficiaries*. These Terms of Use does not confer any benefits on any third party unless it expressly states that it does.

15.8 *Governing Law*. All claims arising out of or relating to these Terms of Use or the Services will be governed by New Jersey law, notwithstanding conflict of laws rules, and will be litigated exclusively in the federal or state courts located within the State of New Jersey. The parties hereby irrevocably consent to personal jurisdiction in those courts.

15.9 *Amendments*. Except as specifically described otherwise in these Terms of Use, any amendment to these Terms of Use must be in writing, expressly state that it is amending these Terms of Use, and be signed by both parties.

15.10 *Entire Agreement*. These Terms of Use states all terms agreed between the parties, and supersedes any prior or contemporaneous agreements between the parties relating to the subject matter of these Terms of Use. In entering into these Terms of Use, neither party has relied on, and neither party will have any right or remedy based on, any statement, representation, or warranty (whether made negligently or innocently), except those expressly described in these Terms of Use. These Terms of Use includes URL links to other terms (including the URL Terms), which are incorporated by reference into these Terms of Use.

16. **Definitions.**

"*Affiliate*" means any entity that directly or indirectly Controls, is Controlled by, or is under common Control with a party.

"*AI Features*" has the meaning set forth in Section 14.1.

"*AI Outputs*" has the meaning set forth in Section 14.2.

"*AI Agent Step*" means the feature of the Services that Customer may elect to include as a step within a moov or other integration to implement an artificial intelligence prompt.

"*BAA* or "*Business Associate Agreement*" is an amendment to these Terms of Use covering the handling of Protected Health Information (as defined in HIPAA).

"*Confidential Information*" means information that one party (or an Affiliate) discloses to the other party under this Agreement, and that is marked as confidential or would normally be considered confidential information under the circumstances. Customer Data is Customer's Confidential Information. Confidential Information does not include information that is independently developed by the recipient, is rightfully given to the recipient by a third party without confidentiality obligations, or becomes public through no fault of the recipient.

"*Control*" means control of greater than 50% of the voting rights or equity interests of a party.

"*Customer*" has the meaning set forth in the preamble of this Agreement.

"*Customer Client*" means a party with whom Customer has engaged to perform certain tasks for which the Services are utilized.

"*Customer Data*" means data provided to detamoov by Customer for processing and transmission via the Services.

"*Customer Indemnified Materials*" means Customer Data.

"*detamoov Indemnified Materials*" means detamoov's technology used to provide the Services.

"*Emergency Security Issue*" means either: (a) Customer's or Users' use of the Services, where such use could disrupt: (i) the Services; (ii) other customers' or their Users' use of the Services; or (iii) the detamoov network or servers used to provide the Services; or (b) unauthorized third party access to the Services.

"*Fees*" means the amounts, including Taxes, invoiced to Customer for the Services as agreed to by both parties.

"*FERPA*" means the Family Educational Rights and Privacy Act of 1974 as it may be amended from time to time, and any regulations issued under it.

"*High Risk Activities*" means activities where the failure of the Services could lead to death, serious personal injury, or severe environmental or property damage.

"*HIPAA*" means the Health Insurance Portability and Accountability Act of 1996 as it may be amended from time to time, and any regulations issued under it.

"*Indemnified Liabilities*" means any (i) settlement amounts approved by the indemnifying party, and (ii) damages and costs finally awarded against the indemnified party and its Affiliates by a court of competent jurisdiction.

"*Intellectual Property*" or "IP" means anything protectable by an Intellectual Property Right.

"*Intellectual Property Right(s*)" means all patent rights, copyrights, trademark rights, rights in trade secrets (if any), design rights, database rights, domain name rights, moral rights, and any other intellectual property rights (registered or unregistered) throughout the world.

"*Legal Process*" means an information disclosure request made under law, governmental regulation, court order, subpoena, warrant, governmental regulatory or agency request, or other valid legal authority, legal procedure, or similar process.

"*Liability*" means any liability, whether under contract, tort (including negligence), or otherwise, regardless of whether foreseeable or contemplated by the parties.

"*moov*" means a specific workflow performed by the Services, including a set of steps to take from receipt to delivery of data.

"*moov Configuration*" means the function performed by the Services that ties the utilization of a moov for a specific Customer Client.

"*moov Execution*" is the physical execution by the Services of a configuration of a moov based on receipt of an input/source of data.

"*Notification Email Address*" means the email address(es) designated by Customer until setting up its user account.

"*Payment Due Date*" means 30 days from the invoice date.

"*Prices*" shall be as established in detamoov's price sheet set forth on its website, which prices are subject to change from time to time. Prices do not include taxes.

"*Services*" means the then- current services provisioned by detamoov to the Customer for use in connection with performing either (a) Customer's own business functions, and/or (where and as appliable) (b) Customer's obligations to Customer Client, in which detamoov provides Customer access to a web based data pipeline and stream processor in order to provide a solution designed to aid Customer in collecting and organizing Customer Data (including any associated APIs).

"*Software*" means any downloadable tools, software development kits, or other such computer software provided by detamoov for use in connection with the Services, and any updates detamoov may make to such Software from time to time.

"*Suspend*" or "*Suspension*" means disabling access to or use of the Services or components of the Services.

"*Third-Party Legal Proceeding*" means any formal legal proceeding filed by an unaffiliated third party before a court or government tribunal (including any appellate proceeding).

"*URL* Terms" means the Security Policy and detamoov Privacy Policy.

"*Use Restrictions*" means the restrictions in Section 3.3(Use Restrictions).

"User" means a person who has an account to access the Services by Customer. Each user will be identified by a name and email address. Each user will have a password utilized in combination with their email address to sign into the detamoov system.