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- 9.4. YOU ACKNOWLEDGE THAT GDX DEVELOPMENT DOES NOT CONTROL THE TRANSFER OF DATA OVER COMMUNICATIONS FACILITIES, INCLUDING THE INTERNET, AND THAT THE SERVICE MAY BE SUBJECT TO LIMITATIONS, DELAYS, AND OTHER PROBLEMS INHERENT IN THE USE OF SUCH COMMUNICATIONS FACILITIES. GDX DEVELOPMENT IS NOT RESPONSIBLE FOR ANY DELAYS, DELIVERY FAILURES, OR OTHER DAMAGE RESULTING FROM SUCH PROBLEMS.
- 9.5. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES OR LIMITATIONS ON APPLICABLE STATUTORY RIGHTS OF A CONSUMER, SO THE ABOVE EXCLUSION AND LIMITATIONS MAY NOT APPLY TO YOU. THIS DISCLAIMER CONSTITUTES AN ESSENTIAL PART OF THIS EULA.
- 9.6. EXCEPT FOR THE EXPRESS WARRANTIES PROVIDED UNDER THIS EULA, GDX DEVELOPMENT AND ITS LICENSORS AND LICENSORS' DISTRIBUTORS DISCLAIM ALL WARRANTIES WITH RESPECT TO ALL SOFTWARE AND SERVICES AND ALL THIRD-PARTY PRODUCTS OR SERVICES YOU OR END USERS MAY UTILIZE IN CONNECTION WITH SOFTWARE OR SERVICES, WHETHER EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE OR NONINFRINGEMENT. IN PARTICULAR, GDX DEVELOPMENT DOES NOT REPRESENT THAT THE SOFTWARE OR SERVICES ARE ERROR FREE, WILL OPERATE IN AN UNINTERRUPTED MANNER, ARE COMPLETELY SECURE, OR WILL INTEROPERATE WITH THIRD PARTY SOFTWARE OR SERVICES. UNLESS YOU HAVE SUBSCRIBED TO A MANAGED SERVICES OFFERING THAT GUARANTEES A PARTICULAR LEVEL OF SERVICE AND/OR A FIXED TERM OF SERVICE (AS EXPLICITLY SPECIFIED IN A SEPARATE AGREEMENT OR A FORMAL OFFERING DESCRIPTION POSTED ON THE WEB SITE, AND THEN ONLY TO THE EXTENT SO SPECIFIED), ALL SOFTWARE AND MANAGED SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS AND ARE SUBJECT TO CHANGE OR TERMINATION AT ANY TIME AND FOR ANY REASON WITHOUT NOTICE. THE SOFTWARE AND SERVICES ARE NOT DESIGNED OR MANUFACTURED FOR USE IN HAZARDOUS ENVIRONMENTS REQUIRING FAIL-SAFE PERFORMANCE, SUCH AS IN THE OPERATION OF NUCLEAR FACILITIES, AIRCRAFT NAVIGATION OR COMMUNICATION SYSTEMS, AIR TRAFFIC CONTROL, DIRECT LIFE SUPPORT SYSTEMS, OR WEAPON OR COMBAT SYSTEMS, IN WHICH THEIR FAILURE COULD LEAD DIRECTLY TO PERSONAL INJURY, DEATH, OR PROPERTY OR ENVIRONMENTAL DAMAGE. GDX DEVELOPMENT DISCLAIMS ANY EXPRESS OR IMPLIED WARRANTY OF FITNESS FOR SUCH USES.

10. EXCLUSION OF DAMAGES AND LIMITATION OF LIABILITY.

- 10.1. TO THE MAXIMUM EXTENT PERMITTED BY LAW (INCLUDING ANY APPLICABLE CONSUMER PROTECTION LAW OF A FOREIGN JURISDICTION), NEITHER GDX DEVELOPMENT NOR ANY OF ITS DIRECTORS, OFFICERS, EMPLOYEES, CONTROLLED OR CONTROLLING ENTITIES, LICENSORS OR LICENSORS' DISTRIBUTORS (EACH, A "RELEASED PARTY"), WILL HAVE ANY LIABILITY TO YOU OR ANY END USERS FOR INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES (INCLUDING, WITHOUT LIMITATION, ANY LOSS OF USE, LOST PROFITS, BUSINESS OR REVENUE, LOSS



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OF GOODWILL OR OTHER ECONOMIC ADVANTAGE, OR LOSS OF PRIVACY) ARISING OUT OF OR RELATED TO THIS EULA, THE SOFTWARE OR THE SERVICES, OR YOUR USE OF OR INABILITY TO USE ANY THIRD-PARTY CONTENT EVEN IF GDX DEVELOPMENT OR A RELEASED PARTY HAS BEEN ADVISED OF, OR KNEW OR SHOULD HAVE KNOWN OF, THE POSSIBILITY OF SUCH DAMAGES.

- 10.2.** NOTWITHSTANDING PARAGRAPH 10.1 ABOVE OR ANYTHING ELSE TO THE CONTRARY SET FORTH IN THIS EULA, IF YOUR CLAIMED DAMAGES ARISE FROM OR RELATE TO SOFTWARE OR SERVICES COVERED BY SECTION 4 (Beta Software) OF THIS EULA, THEN, TO THE MAXIMUM EXTENT PERMITTED BY LAW (INCLUDING ANY APPLICABLE CONSUMER PROTECTION LAW OF A FOREIGN JURISDICTION), NEITHER GDX DEVELOPMENT NOR ANY RELEASED PARTY WILL HAVE ANY LIABILITY TO YOU OR ANY END USERS FOR DAMAGES OF ANY KIND ARISING OUT OF OR RELATED TO THIS EULA, THE SOFTWARE OR THE SERVICES, INCLUDING BUT NOT LIMITED TO DIRECT DAMAGES, EVEN IF GDX DEVELOPMENT OR A RELEASED PARTY HAS BEEN ADVISED OF, OR KNEW OR SHOULD HAVE KNOWN OF, THE POSSIBILITY OF SUCH DAMAGES.
- 10.3.** WITHOUT LIMITING THE SCOPE OR EFFECT OF SECTIONS 10.1 OR 10.2, ABOVE, IN NO EVENT WILL GDX DEVELOPMENT'S AND THE RELEASED PARTIES' TOTAL LIABILITY WITH RESPECT TO ALL CLAIMS ARISING OUT OF OR RELATED TO THIS EULA, THE SOFTWARE OR THE SERVICES (INCLUDING CLAIMS OF NEGLIGENCE AND STRICT LIABILITY) EXCEED THE LOWER OF (i) THE AGGREGATE DIRECT DAMAGES ACTUALLY INCURRED BY YOU AND YOUR END USERS, OR (ii) US\$500.
- 10.4.** SOME JURISDICTIONS LIMIT THE EXCLUSION OF DAMAGES OR LIMITATION OF LIABILITY, SO THE ABOVE EXCLUSIONS AND LIMITATIONS MAY NOT APPLY TO YOU. IF ANY PART OF THE EXCLUSIONS OF DAMAGES OR LIMITATIONS OF LIABILITY SET FORTH IN THIS EULA IS UNENFORCEABLE UNDER APPLICABLE LAW, GDX DEVELOPMENT'S AND THE RELEASED PARTIES' AGGREGATE LIABILITY WILL BE LIMITED TO THE MAXIMUM EXTENT PERMITTED BY LAW, EVEN IF ANY REMEDY FAILS ITS ESSENTIAL PURPOSE.

11. INDEMNIFICATION.

- 11.1.** End User Indemnification – GDX Hosted. You will indemnify, defend, and hold harmless GDX Development, our licensors and affiliates, and our and their respective representatives, from and against any and all claims, causes of action, demands, liabilities, losses, costs, or expenses (including, but not limited to, reasonable attorneys' fees and expenses) (collectively, "Costs") arising out of, in connection with, or resulting from: (i) your access to or use of the Software and Services, including but not limited to their information and their content; (ii) your access to or use of any Third-Party Content through the Software or Services; (iii) any activity related to your accessing the Software or Services, including, without limitation, negligent or wrongful conduct; or (iv) your violation of any of the provisions of this EULA or of any law, rule, regulation, or third-party right, including, without limitation, any intellectual property right, publicity, confidentiality, property, or privacy right.
- 11.2.** End User Indemnification – Customer Hosted. You will indemnify, defend, and hold harmless GDX Development, our licensors and affiliates, and our and their respective representatives, from and against any and all claims, causes of action, demands, liabilities, losses, costs, or



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expenses (including, but not limited to, reasonable attorneys' fees and expenses) arising out of, in connection with, or resulting from:

- **Your Environment:** Your installation, deployment, hosting, or operation of the Software within your network, infrastructure, or hardware environment.
- **Security & Access:** Any security breaches, unauthorized access, or data loss originating from your network, including your failure to properly secure the hosting environment.
- **Modifications:** Any unauthorized modifications, alterations, or integrations made to the Software by you or your representatives.
- **Data & Compliance:** Your handling of data through the Software, or your violation of any provisions of this EULA, applicable laws, regulations, or third-party intellectual property and privacy rights.

- 11.3. Scope of Indemnification Obligations.** For purposes of clarity, these indemnification obligations apply to your use of the Software and Services, along with your use of the related content, and your use of any information obtained from the Software, Services or any information you provide through the Software or Services. We reserve the right, at your expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you will cooperate with us in asserting any available defenses.

12. TERM AND TERMINATION.

- 12.1. Term.** This EULA becomes effective upon installation or use of the Software and continues for the Subscription Term, unless (i) replaced by a subsequent agreement between you and GDX Development enter into a new agreement that entirely replaces this EULA or (ii) terminated as provided herein.
- 12.2. Termination for Cause.** Without prejudice to any other rights, GDX Development may terminate this EULA if you fail to comply with any of its terms and conditions.
- 12.3. Effect of Termination; Survival.** Upon termination:(i) you must immediately stop using the Software and destroy all copies of the Software and all of its component parts, and (ii) GDX Development will have no further obligation to provide any Services being provided to you or any of your authorized End Users as of the termination date. The parties' respective rights and obligations under Sections 2 (Ownership), 5 (Restrictions and Limitations), 9 (Limited Warranties and Warranty Disclaimer), 10 (Exclusion of Damages and Limitation of Liability), 11 (Indemnification), and Section 13 (General Provisions) will survive the termination of this EULA.
- 12.4. Subscription Renewal.** The term of any Services offering to which you subscribe will be extended automatically (contingent on your payment for such Services) for successive periods of twelve (12) months (or, if greater than twelve (12) months, the duration of the initial subscription period), and on GDX Development's standard terms and prices then in effect, unless either party gives notice of cancellation to the other at least sixty (60) days before the subscription expires. For hosted or SaaS deployments, subscription terms will automatically renew unless cancelled per the applicable order or partner agreement.



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13. GENERAL PROVISIONS.

- 13.1.** Export Restrictions. You agree to comply with all applicable laws and regulations of governmental bodies and agencies related to use of the Software and Services and your performance under this EULA. In particular, you acknowledge that the Software is of United States origin, is subject to United States export laws and regulations, and may not be exported or re-exported to certain countries (currently Cuba, Iran, Libya, North Korea, Sudan and Syria) or to persons or entities prohibited from receiving U.S. exports (including Denied Parties, Specially Designated Nationals, and entities on the Bureau of Export Administration Entity List or involved with missile technology or nuclear, chemical or biological weapons). The Software also may be subject to the export, import or other laws of other countries. You represent that you are eligible to receive favorable treatment under current United States export control laws and regulations, and that you will not use or transfer the Software in violation of any U.S. or foreign laws or regulations or permit others to do so. Export of Software, whether SaaS-based or on-premises, is subject to U.S. export control laws and all applicable international trade regulations. You may not access or use the Software from restricted territories or entities.
- 13.2.** Subcontractors. GDX Development may, in its discretion, engage vendors or subcontractors to perform any of its obligations under this Agreement. GDX Development shall remain responsible for the performance of its obligations under this Agreement.
- 13.3.** Data Protection. Each party undertakes to comply with its obligations under all applicable data protection and privacy laws in the relevant jurisdictions, including without limitation U.S. federal and state privacy laws, the relevant EU data protection and privacy legislation (e.g., the EC Data Protection Directive (95/46) and other equivalent jurisdictional data protection legislation that applies.)
- 13.4.** Application Sharing. The Software may contain features that enable software applications to be shared among two or more Machines. Use of third-party software through any application sharing functionality in the Software may require the third party's consent. Please consult the license agreement associated with the third-party software or contact the third party regarding permitted uses of its software.
- 13.5.** Waiver. No delay or omission by either party to exercise any right or power arising upon the other party's nonperformance or breach will impair that right or power or be construed as a waiver of it. Any waiver must be in writing and signed by the waiving party. A waiver on one occasion will not be construed as a waiver of any subsequent event of nonperformance or breach.
- 13.6.** Severability. If any provision of this EULA is declared to be unenforceable for any reason, the remainder of this EULA will continue in full force and effect, and the unenforceable provision will be deemed modified to the extent necessary to comply with the applicable requirements of law, while retaining to the maximum extent permitted by law its intended effect, scope and economic effect.
- 13.7.** Governing Law. The interpretation and performance of this EULA will be governed by the laws of the State of Florida, USA, applicable to contracts executed in and performed entirely within Florida, but excluding any choice of law principles that would result in the application of the laws of another jurisdiction. The parties expressly agree that the United Nations Convention on Contracts for the International Sale of Goods will not apply to this EULA. For



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international customers, local mandatory laws may apply; however, absent conflict, Florida law governs.

- 13.8. Dispute Resolution.** Any litigation arising under or related to this EULA will be brought only in the United States District Court for the District of Florida, or, if federal subject matter jurisdiction is lacking, then in the Florida state trial court for the division and county in which GDX Development's principal office in Florida is then located. You hereby submit to the personal jurisdiction of these courts and waive all objections to placing venue exclusively before them. The prevailing party in any litigation arising under or related to this EULA, in addition to any other relief granted to it, will be entitled to recover from the losing party its reasonable attorneys' fees and costs incurred in connection with the litigation. Notwithstanding the foregoing, GDX Development acknowledges that the Contract Disputes Act, its implementing regulations and its judicial interpretations may take precedence when the U.S. Government is the party accepting this EULA, if required by law; whenever commercial item protections or other exceptions permit the commercially offered disputes resolution clause to apply, however, it applies in full force.
- 14. PAYMENT AND TAXES.** You agree to pay all applicable fees and other charges for Software and Services you acquire. Unless prepaid, all fees and charges are payable in U.S. dollars and are due net thirty (30) days from the date of invoice. GDX Development may charge a late fee of one and a half percent (1.5%) per month or the maximum rate allowable by law, whichever is greater on any balance remaining unpaid for more than thirty (30) days, except that interest on payments by U.S. government customers will be calculated according to the Prompt Payment Act and its implementing regulations. Prices are exclusive of all applicable taxes. You agree to pay all taxes (including but not limited to sales, use, excise, and value-added taxes), tariffs, duties, customs fees or similar charges imposed or levied on all Software and Services you acquire, with the exception of taxes on GDX Development's net income. Fees for hosted or SaaS Software are subscription-based unless otherwise agreed. Reseller or channel partner transactions may be subject to separate pricing and invoicing terms.
- 15. SOFTWARE AND EULA TRANSFER.** Except with respect to Software covered by Section 4 (Beta Software), the initial licensee of the Software may make a one-time, permanent transfer of this EULA and the Software directly to an individual or a single entity. The transfer must include all of the Software (including all component parts and Documentation) and this EULA, and it may not occur by way of consignment or any other indirect transfer. The transferee of the one-time transfer must agree to comply with the terms of this EULA, including the obligation not to further transfer the Software. You may not otherwise transfer the Software or assign any of your rights or obligations under this EULA.
- 16. ENTIRE AGREEMENT.** This EULA, including any GDX Development policies incorporated by reference herein, and product and service descriptions for Software and Services, as they may be amended from time to time, set forth the entire agreement between you and GDX Development with respect to their subject matter, and they supersede all prior communications, understandings and agreements, as well as the terms and conditions set forth in or on any purchase order, acknowledgement form, check, or any other document or instrument you may issue to GDX Development. In the case of channel sales, end-user access remains governed by this EULA, unless expressly overridden by a written agreement with GDX Development.
- 17. CONTACT US.** To ask questions or comment about this EULA, you may contact us:



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By e-mail: info@gdxdevelopment.com
By regular mail: 450 8th Avenue SE, St. Petersburg, FL 33701

18. PROVISIONS APPLICABLE TO U.S. GOVERNMENT LICENSES

Notwithstanding any other provision of this EULA, the following terms and conditions apply and are deemed incorporated into the EULA for U.S. Government Licenses.

- 18.1** Applicability. This EULA is part of a contract between GDX and the U.S. Government for the acquisition of supplies or services that necessitates a license.
- 18.2** End user. This EULA shall bind the U.S. Government agency or instrumentality as end user but shall not operate to bind a U.S. Government employee or person acting on behalf of the U.S. Government in his or her personal capacity.
- 18.3** Law and disputes. This EULA is governed by Federal law.
- (A) Any language purporting to subject the U.S. Government to the laws of a U.S. state, U.S. territory, district, or municipality, or a foreign nation, except where Federal law expressly provides for the application of such laws, is hereby deleted.
- (B) Any language requiring dispute resolution in a specific forum or venue that is different from that prescribed by applicable Federal law is hereby deleted.
- (C) Any language prescribing a different time period for bringing an action than that prescribed by applicable Federal law in relation to a dispute is hereby deleted.
- 18.4** Continued performance. GDX shall not unilaterally revoke, terminate or suspend any rights granted to the Government except as allowed by this contract. If GDX believes the Government to be in breach of the EULA, it shall pursue its rights under the Contract Disputes Act or other applicable Federal statute while continuing performance as set forth in the Disputes clause applicable to the underlying contract (e.g., FAR 52.233-1, FAR 52.212-4(d), or GSAM 552.212-4(d), as may be applicable).
- 18.5** Arbitration; equitable or injunctive relief. In the event of a claim or dispute arising under or relating to the EULA, a binding arbitration shall not be used, unless specifically authorized by agency guidance, and equitable or injunctive relief, including the award of attorney fees, costs or interest, may be awarded against the U.S. Government only when explicitly provided by statute (e.g., Prompt Payment Act, Equal Access to Justice Act).
- 18.6** Updating terms. (A) After award, GDX may unilaterally revise terms of the EULA if they are not material. A material change is defined as:
- (1) Terms that change Government rights or obligations;
 - (2) Terms that increase Government prices;
 - (3) Terms that decrease overall level of service; or
 - (4) Terms that limit any other Government right addressed elsewhere in the EULA or underlying contract.



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(B) For revisions that will materially change the terms of the EULA or the underlying contract, the revised EULA must be incorporated into the contract using a bilateral modification.

(C) Any EULA terms or conditions unilaterally revised subsequent to award that are inconsistent with any material term or provision of the contract shall not be enforceable against the Government, and the Government shall not be deemed to have consented to them.

18.7 No automatic renewal. If any license or service tied to periodic payment is provided under the EULA (e.g., annual software maintenance or annual lease term), such license or service shall not renew automatically upon expiration of its current term without prior express consent by an authorized Government representative.

18.8 Indemnification. Any clause of the EULA requiring GDX to defend or indemnify the end user is hereby amended to provide that the U.S. Department of Justice has the sole right to represent the United States in any such action, in accordance with 28 U.S.C. § 516.

18.9 Audits. Any clause of the EULA permitting GDX to audit the end user's compliance with the EULA is hereby amended as follows:

(A) Discrepancies found in an audit may result in a charge by GDX to the ordering activity. Any resulting invoice must comply with the proper invoicing requirements specified in the underlying Government contract or order.

(B) This charge, if disputed by the ordering activity, will be resolved in accordance with the Disputes clause applicable to the underlying contract (e.g., FAR 52.233-1, FAR 52.212-4(d), or GSAM 552.212-4(d), as may be applicable); no payment obligation shall arise on the part of the Government until the conclusion of the dispute process.

(C) Any audit requested by GDX will be performed at GDX's expense, without reimbursement by the Government.

18.10 Taxes or surcharges. Any taxes or surcharges which GDX seeks to pass along to the Government as end user will be governed by the terms of the underlying Government contract or order and, in any event, must be submitted to the Contracting Officer for a determination of applicability prior to invoicing unless specifically agreed to otherwise in the Government contract.

18.11 Non-assignment. The EULA may not be assigned, nor may any rights or obligations thereunder be delegated, without the Government's prior approval, except as expressly permitted under the Assignment clause applicable to the underlying contract (e.g., FAR 52.232-23 or FAR 52.212-4(b), as may be applicable).

18.12 Confidential information. If the EULA includes a confidentiality clause, such clause is hereby amended to state that neither the EULA nor the contract price list, as applicable, shall be deemed "confidential information." Issues regarding release of "unit pricing" will be resolved consistent with the Freedom of Information Act. Notwithstanding anything in the EULA to the contrary, the Government may retain any confidential information as required by law, regulation or its internal document retention procedures for legal, regulatory or



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compliance purposes; provided, however, that all such retained confidential information will continue to be subject to the confidentiality obligations of the EULA.

- 18.13 U.S. Government End Users.** The Software is defined as “commercial computer software” and “commercial computer software documentation” as defined in 48 C.F.R. 2.101.” Notwithstanding anything to the contrary in this EULA, the U.S. Government sometimes makes certain minimum rights of use, reproduction, and disclosure a condition of its purchase or acquisition of commercial software. Accordingly, Government End Users may access Software via hosted, or SaaS deployment where expressly permitted under applicable acquisition regulations.
- 18.14 GSA Schedule Acquisitions.** For Government purchases or acquisitions through a GSA Schedule contract, the use, reproduction, and disclosure of the Software are subject to restrictions set forth in the applicable GSA Schedule contract terms and conditions. Note, however, that any modification or combination of the Software under those rights will entirely void the warranty in Section 9.6 of the EULA.
- 18.15 FAR Acquisitions.** For government purchases or acquisitions under the authority of Federal Acquisition Regulation (“FAR”) Part 12, the rights of use, reproduction, and disclosure are only as stated in Sections 3 (GDx Development Software) and 5 (Restrictions and Limitations) of the EULA.
- 18.16 DOD Acquisitions.** For government purchases or acquisitions by the Department of Defense (DOD), the rights of use, reproduction, and disclosure are only as stated in Sections 3 (GDx Development Software) and 5 (Restrictions and Limitations) of the EULA, per DFARS 227.7202-3(a), or as negotiated and agreed to by both parties in accordance with DFARS 227.7202-3(b).
- 18.17 RESTRICTED RIGHTS NOTICE (DEC 2007).** For all other government purchases or acquisitions (that is, under authority other than a GSA Supply Schedule contract, FAR Part 12, or the DFARS), the Software is submitted with restricted rights under FAR 52.227-14 Alt. III. The Software may not be used, reproduced, or disclosed by the government except as provided in paragraph (b) of FAR 52.227-14 Alt. III or as otherwise expressly stated in Sections 3 (GDx Development Software) and 5 (Restrictions and Limitations) of the EULA. Note, however, that any modification, adaptation, or combination of the Software under those rights will entirely void the warranty in Section 9.6 of the EULA.



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19.0 ILLEGAL ACTIVITY

By agreeing to the terms of this EULA, you're agreeing that, when using the Software and/or Services, including AI services that make decisions, or take actions, autonomously or with varying levels of human intervention, you will follow these rules:

- Don't do anything illegal, or try to generate or share content that is illegal.
- Don't engage in any activity that exploits, harms, or threatens to harm children.
- Don't send spam or engage in phishing, or try to generate or distribute malware. Spam is unwanted or unsolicited bulk email, postings, contact requests, SMS (text messages), instant messages, or similar electronic communications. Phishing is sending emails or other electronic communications to fraudulently or unlawfully induce recipients to reveal personal or sensitive information, such as passwords, dates of birth, Social Security numbers, passport numbers, credit card information, financial information, or other sensitive information, or to gain access to accounts or records, exfiltration of documents or other sensitive information, payment and/or financial benefit. Malware includes any activity designed to cause technical harm, such as delivering malicious executables, organizing denial of service attacks or managing command and control servers.
- Don't publicly display or use the Software and/or Services to generate or share inappropriate content or material (involving, for example, nudity, bestiality, pornography, offensive language, graphic violence, self-harm, or criminal activity).
- Don't engage in activity that is fraudulent, false or misleading (e.g., asking for money under false pretenses, impersonating someone else, creating fake accounts, automating inauthentic activity, generating or sharing content that is intentionally deceptive, manipulating the Software and/or Services to increase ratings or comments).
- Don't circumvent any restrictions on access to, usage, or availability of the Software and/or Services (e.g., attempting to "jailbreak" a system or impermissible scraping).
- Don't engage in activity that is harmful to you, the Software and/or Services, or others (e.g., transmitting viruses, stalking, trying to generate or sharing content that harasses, bullies or threatens others, posting terrorist or violent extremist content, communicating hate speech, or advocating violence against others).
- Don't violate or infringe upon the rights of others (e.g., unauthorized sharing of copyrighted music or other copyrighted material, resale or other distribution of GDX Development's maps, or taking photographs or video/audio recordings of others without their consent for processing of an individual's biometric identifiers/information or any other purpose using any of the Software and/or Services).
- Don't engage in activity that violates the privacy of others.
- Don't help others break these rules.



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20.BINDING ARBITRATION & CLASS ACTION WAIVER

Binding Arbitration and Class Action Waiver If You Live In (or, If a Business, Your Principal Place of Business Is In) the United States.

We hope we never have a dispute, but if we do, you and we agree to try for 60 days, upon receipt of a Notice of Dispute, to resolve it informally. If we can't, you and we agree to **BINDING INDIVIDUAL ARBITRATION BEFORE THE AMERICAN ARBITRATION ASSOCIATION ("AAA") UNDER THE FEDERAL ARBITRATION ACT ("FAA"), AND NOT TO SUE IN COURT IN FRONT OF A JUDGE OR JURY.** Instead, a neutral arbitrator will decide and the arbitrator's decision will be final except for a limited right of review under the FAA.

CLASS ACTION LAWSUITS, CLASS-WIDE ARBITRATIONS, PRIVATE ATTORNEY-GENERAL ACTIONS, REQUESTS FOR PUBLIC INJUNCTIONS, AND ANY OTHER PROCEEDING OR REQUEST FOR RELIEF WHERE SOMEONE ACTS IN A REPRESENTATIVE CAPACITY AREN'T ALLOWED. NOR IS COMBINING INDIVIDUAL PROCEEDINGS WITHOUT THE CONSENT OF ALL PARTIES.

"We," "our," and "us" includes GDX Development and GDX Development's affiliates.

- **Disputes Covered—Everything Except IP**

The term "dispute" is as broad as it can be. It includes any claim or controversy between you and us concerning the Software and/or Services, the Software related to the Services, the Services' or Software's price, your Account, marketing, communications, your purchase transaction, billing, or the terms of this EULA, under any legal theory including contract, warranty, tort, statute, or regulation, except disputes relating to the enforcement or validity of your, your licensors', our, or our licensors' intellectual property rights.

- **Send a Notice of Dispute Before Arbitration**

If you have a dispute that we can't resolve and you wish to pursue arbitration, you must first send an individualized Notice of Dispute to GDX Development, LLC, ATTN: Arbitration Notice, 450 8th Avenue SE, St. Petersburg, FL 33701 or submit the form electronically to info@gdxdevelopment.com and include in the Subject Line of the email the phrase "NOTICE OF DISPUTE".

The Notice of Dispute is a prerequisite to initiating any arbitration. Any applicable statute of limitations will be tolled from the date of a properly submitted individualized Notice of Dispute through the first date on which an arbitration may properly be filed under this EULA.

- **Small Claims Court Option**

Instead of sending a Notice of Dispute, either you or we may sue the other party in small claims court seeking only individualized relief, so long as the action meets the small claims court's requirements and remains an individual action seeking individualized relief. The small claims court must be in the county of our principal place of business.

- **Arbitration Procedure**

The AAA will conduct any arbitration under its Commercial Arbitration Rules (or if you are an individual and use the Services for personal or household use, or if the value of the dispute is less than \$75,000 whether or not you are an individual or how you use the Services, its Consumer Arbitration Rules). The AAA's Mass Arbitration Supplementary Rules, as modified by this section of the EULA, will apply in Related Cases (discussed below). For more information, see www.adr.org. This section of the EULA governs to the extent they conflict with any applicable AAA rules. To initiate an arbitration, submit a



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Demand for Arbitration to the AAA and mail a copy to us. The Demand for Arbitration must contain information that is specific to you and your claim. In a dispute involving \$25,000 or less, any hearing will be telephonic or by videoconference unless the arbitrator finds good cause to hold an in-person hearing instead. Any in-person hearing will take place in the county of our principal place of business. The arbitrator may award the same damages to you individually as a court could. The arbitrator may award declaratory or injunctive relief only to you individually to satisfy your individual claim, but not relief that would affect non-parties.

The arbitrator rules on all issues except that a court has exclusive authority: (i) to decide arbitrability, as well as formation, existence, scope, validity, and enforceability of this arbitration agreement; (ii) to decide whether the parties have complied with the pre-arbitration requirements (including the individualized Notice of Dispute and Demand for Arbitration forms); (iii) to enforce the prohibition on class, representative, private attorney-general, or combined actions or proceedings, or public injunctive relief; and (iv) to enjoin an arbitration from proceeding if it does not comply with this section of the EULA.

If your Notice of Dispute involves claims similar to those of at least 24 other customers, and if you and those other customers are represented by the same lawyers, or by lawyers who are coordinating with each other, you and we agree in writing that these claims will be “Related Cases.” You and we agree that the AAA’s Mass Arbitration Supplementary Rules in effect when the Demand for Arbitration is filed, as modified by this section of the EULA, will apply to Related Cases. Related Cases may only be filed in batches of up to 50 individual arbitrations at a time, and those individual arbitrations will be resolved in the following manner: (i) for the first batch, each side may select up to 25 of these Related Cases to be filed and resolved in individual arbitrations under this section of the EULA; (ii) none of the other Related Cases may be filed or prosecuted in arbitration until the first batch of up to 50 individual arbitrations is resolved; and (iii) if, after that first batch, the parties are unable to resolve the remaining Related Cases, a second batch of Related Cases may be filed, where each side may select up to 25 of the Related Cases to be resolved in individual arbitrations under this section of the EULA. This process of batched individual arbitrations will continue until the parties resolve all Related Cases informally or through individual arbitrations. A court has exclusive authority to enforce this paragraph, including whether it applies to a given set of claims, and to enjoin the filing or prosecution of arbitrations that do not comply with this paragraph.

- **Arbitration Fees and Payments**

The AAA rules will govern payment of filing fees and the AAA’s arbitrator’s fees and expenses.

- In addition, if the dispute is not part of the Related Cases described above, the dispute involves less than \$75,000, and before initiating arbitration you complied with all pre-arbitration requirements in this section of the EULA, then (1) we will promptly reimburse your filing fees and pay the AAA’s and arbitrator’s fees and expenses; and (2) if, at the conclusion of the arbitration, the arbitrator awards you more than our last written offer made before the arbitrator was appointed, we will: pay you (i) the amount of the award or \$1,000 (whichever is more); and; (ii) for any reasonable attorney’s fees you incurred; and any reasonable expenses (including expert witness fees and costs) that your attorney accrued in connection with your individual arbitration.

- **Rejecting Future Arbitration Changes**

You may reject any change we make to this section of the EULA (except address changes) by personally signing and sending us notice within 30 days of the change by U.S. Mail to GDX Development, LLC, 450 8th Avenue SE, St. Petersburg, FL 33701. If you do, the most recent version of this section of the EULA before the change you rejected will apply.



END USER LICENSE AGREEMENT (EULA)

GDX Development Licensed Software

- **Severability**

If, after exhaustion of all appeals, a court finds any part of this section of the EULA unenforceable as to any claim or request for a remedy, then the parties agree to arbitrate all claims and remedies subject to arbitration before litigating in court any remaining claims or remedies (such as a request for a public injunction remedy, in which case the arbitrator issues an award on liability and individual relief before a court considers that request). Otherwise, if any other part of this section of the EULA is found to be unenforceable, the remainder will remain in effect (with an arbitration award issued before any court proceeding begins).



END USER LICENSE AGREEMENT (EULA)

GDX Development Licensed Software

21. PROHIBITED DATA, HIPAA, AND PII RESTRICTIONS

You expressly acknowledge and agree that the use of the Software is not designed, intended, or certified for the storage, processing, or transmission of highly sensitive data. You are strictly prohibited from uploading, typing, submitting, or otherwise transmitting any of the following types of information (collectively, “Prohibited Data”) through the Software:

- Protected Health Information (“PHI”)

Any health or medical data regulated under the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”), as amended.

- Sensitive Personally Identifiable Information (“PII”)

Any sensitive personal data that could cause financial or reputational harm if exposed. This includes, but is not limited to, Social Security Numbers, driver’s license numbers, passport numbers, biometric data, financial account numbers, or credit card information.

You may provide basic, non-sensitive personal data required solely for account creation and standard user profile managed. This is limited to your name, business email address, company name, phone number, and account password (“Permitted Account Data”).

The Software is not a secure repository for PHI or PII. You agree that GDX is not acting as a “Business Associate” (as defined under HIPAA in 45 CFR § 160.103, or as amended) to you, your organization, or any third party. You further acknowledge that GDX has not entered, and will not enter, into a Business Associate Agreement (“BAA”) with you.

You represent, warrant, and covenant that you will only input Permitted Account Data into the Software and will never introduce PHI or PII into the Software. You further represent, warrant, and covenant that you will not input, upload, or otherwise introduce any Prohibited Data into the Software. You bear sole responsibility for ensuring that your use of the Software complies with all applicable privacy laws.

If we discover, suspect, or are notified that you have entered Prohibited Data into the Software:

- We reserve the right to immediately, and without prior notice, permanently delete such data from its databases, caches, and backups.
- We may immediately suspend or terminate your user account and license to use the Software.
- We will not be liable for any loss of data, loss of business, or disruption caused by such deletion or termination.

GDX expressly disclaims any and all liability, direct or indirect, for any damages, regulatory fines, data breaches, or legal actions arising out of or related to the unauthorized introduction of Prohibited Data into the Software by you or any user of your account.

You agree to defend, indemnify, and hold harmless GDX, its officers, directors, employees, and agents from and against any and all demands, claims, actions, proceedings, damages, liabilities, losses, fees, costs, or expenses (including without limitation reasonable attorneys’ fees and the costs of any investigation) arising out of, in connection with, or resulting from any violation or alleged violation from your introduction of Prohibited Data into the Software.

-- END OF AGREEMENT--