

CASEFLOW TERMS OF SERVICE

PLEASE READ THESE TERMS OF SERVICE CAREFULLY. BY CHECKING THE BOX “I AGREE TO THE CASEFLOW POLICIES” CUSTOMER AGREES TO THESE TERMS AND CONDITIONS.

These Terms of Service constitute an agreement (this “Agreement”) by and between Ask4Rain LLC (ABN: CaseFlow), a limited liability company whose principal place of business is 1008 Powers Blvd, Belgrade, MT 59714 USA (“Ask4Rain”) and the corporation, LLC, partnership, sole proprietorship, or other business entity executing this Agreement (“Customer”). This Agreement is effective as of the date Customer clicks “Accepted and Agreed To” (the “Effective Date”). Customer’s use of and Ask4Rain’s provision of Ask4Rain’s System (as defined below in Section 1.8) are governed by this Agreement, as are Customer’s authorizations to grant its own customers use of the System.

THE PERSON EXECUTING THIS AGREEMENT ON CUSTOMER’S BEHALF REPRESENTS THAT HE OR SHE HAS READ THIS AGREEMENT, UNDERSTANDS IT, AGREES TO BE BOUND BY ITS TERMS, AND HAS THE AUTHORITY TO BIND CUSTOMER TO THESE TERMS AND CONDITIONS.

1. DEFINITIONS. The following capitalized terms shall have the following meanings whenever used in this Agreement.

- 1.1. “AUP” means Ask4Rain’s acceptable use policy currently posted at Acceptable Use Policy.
- 1.2. “Client ToS” means such terms of service as Ask4Rain may require for users of the System who are not Ask4Rain’s customers or their employees.
- 1.3. “Customer’s Clients” means any of Customer’s clients or other third parties Customer gives access to the System, including without limitation such companies’ agents and employees.
- 1.4. “Customer Data” means data in electronic form input or collected through the System by or from Customer, including without limitation by Customer’s Clients and other Users.
- 1.5. “Documentation” means Ask4Rain’s standard manual related to use of the System, as well as online help.
- 1.6. “Order” means an order for access to the System, executed as follows: By completing the CaseFlow proposal, sending it to Ask4Rain, and making full payment according to the details and procedure defined within the proposal form.
- 1.7. “Privacy Policy” means Ask4Rain’s privacy policy, currently posted at Privacy Policy.
- 1.8. “System” means Ask4Rain’s CaseFlow® case management service, together with related and/or integrated applications supplied by Ask4Rain.
- 1.9. “SLA” means the relevant Ask4Rain standard service level agreement(s) for its products and services, to the extent the same are offered and/or published. SLAs for individual SaaS products may each be different from the others and may be modified by Ask4Rain from time to time.
- 1.10. “Term” is defined in Section 11.1 below.

- 1.11. “User” means any company or individual who uses the System on Customer’s behalf or through Customer’s account or passwords, whether authorized or not, including without limitation Customer’s Clients.

2. THE SYSTEM.

- 2.1. Use of the System. During the Term, Customer may access and use the System pursuant to: (a) the terms of any outstanding Order, including such features and functions as the Order requires; and (b) Ask4Rain’s policies posted on its Websites, as such policies may be updated from time to time.
- 2.2. Service Levels. Ask4Rain shall provide the remedies listed in the SLA for any failure of the System listed in the SLA. Such remedies are Customer’s sole remedy for any failure of the System, and Customer recognizes and agrees that if the SLA does not list a remedy for a given failure, it has no remedy. Credits issued pursuant to the SLA apply to outstanding balances or future invoices only.
- 2.3. Documentation: Customer may reproduce and use the Documentation solely as necessary to support Users’ use of the System.
- 2.4. System Revisions. Ask4Rain may revise System features and functions or the SLA at any time, including without limitation by removing such features and functions or reducing service levels. If any such revision to the System materially reduces features or functionality provided pursuant to an Order, Customer may within 30 days of notice of the revision terminate such Order, without cause, or terminate this Agreement without cause if such Order is the only one outstanding. If any such revision to the SLA materially reduces service levels provided pursuant to an outstanding Order, the revisions shall not go into effect with respect to such Order until the start of the Term beginning 45 or more days after Ask4Rain posts the revision and so informs Customer.
- 2.5. Customer’s Clients. Subject to the provisions below of this Section 2.5, Customer may authorize Customer’s Clients to access and use the System in such numbers and according to such restrictions as are set forth in the applicable Order, solely for the following purposes: 1) To download Customer’s documentation used within the scope of their case, 2) to edit and upload information to their case file, 3) to review status of their case, 4) to review, select and approve case-related offerings by the Customer, and 5) to communicate with Customer regarding their case. Customer shall: (a) enter complete name and contact information for each proposed Customer’s Client into the client-specific case file upon or before providing such access, and update such information as soon as it becomes aware of a change; and (b) require that each Customer’s Client execute the then-standard Client ToS. Customer shall make no representations or warranties regarding the System or any other matter, to Customer’s Clients or Users or any other third party, from or on behalf of Ask4Rain, and Customer shall not create or purport to create any obligations or liabilities for Ask4Rain. Ask4Rain may reject any proposed Customer’s Client for any reason that does not violate applicable law, in its sole discretion. Customer shall be jointly and severally liable to Ask4Rain for Customer’s Client’s compliance with the Client ToS. Ask4Rain shall have no obligation to provide support or other services, SLA remedies, or other remedies to Customer’s Clients.

3. SYSTEM FEES. Customer shall pay Ask4Rain the fee set forth in each Order (the “Subscription Fee”) for each Term.

4. CUSTOMER DATA & PRIVACY.

- 4.1. Use of Customer Data. Unless it receives Customer's prior written consent, Ask4Rain: (a) shall not access, process, or otherwise use Customer Data other than as necessary to facilitate the System; and (b) shall not intentionally grant any third-party access to Customer Data, including without limitation Ask4Rain's other customers, except subcontractors that are subject to a reasonable nondisclosure agreement. Notwithstanding the foregoing, Ask4Rain may disclose Customer Data as required by applicable law or by proper legal or governmental authority. Ask4Rain shall give Customer prompt notice of any such legal or governmental demand and reasonably cooperate with Customer in any effort to seek a protective order or otherwise to contest such required disclosure, at Customer's expense.
- 4.2. Privacy Policy. The Privacy Policy applies only to the System and does not apply to any third party website or service linked to the System or recommended or referred to through the System or by Ask4Rain's staff.
- 4.3. Risk of Exposure. Customer recognizes and agrees that hosting data online involves risks of unauthorized disclosure or exposure and that, in accessing and using the System, Customer assumes such risks. Unless provided as a Business Associate Agreement to Customer, Ask4Rain offers no representation, warranty, or guarantee that Customer Data will not be exposed or disclosed through errors or the actions of third parties.
- 4.4. Data Accuracy. Ask4Rain shall have no responsibility or liability for the accuracy of data uploaded to the System by Customer, including without limitation Customer Data and any other data uploaded by Users.
- 4.5. Data Deletion. Ask4Rain may permanently erase Customer Data if Customer's account is delinquent, suspended, or terminated for 90 days or more.
- 4.6. Excluded Data. Customer represents and warrants that Customer Data does not and will not include, and Customer has not and shall not upload or transmit to Ask4Rain's computers or other media, any data ("Excluded Data") regulated pursuant to any law, rule, order or regulation of any governmental entity having jurisdiction over such data (the "Excluded Data Laws"). CUSTOMER RECOGNIZES AND AGREES THAT: (a) ASK4RAIN HAS NO LIABILITY FOR ANY FAILURE TO PROVIDE PROTECTIONS SET FORTH IN THE EXCLUDED DATA LAWS OR OTHERWISE TO PROTECT EXCLUDED DATA; AND (b) ASK4RAIN'S SYSTEMS ARE NOT INTENDED FOR MANAGEMENT OR PROTECTION OF EXCLUDED DATA AND MAY NOT PROVIDE ADEQUATE OR LEGALLY REQUIRED SECURITY FOR EXCLUDED DATA.
- 4.7. Aggregate & Anonymized Data. Notwithstanding the provisions above of this Article 4, Ask4Rain may use, reproduce, sell, publicize, or otherwise exploit Aggregate Data in any way, in its sole discretion. ("Aggregate Data" refers to Customer Data with the following removed: personally identifiable information and the names and addresses of Customer and any of its Users.)

5. SMS MESSAGING TERMS & COMPLIANCE. We comply with all applicable laws and regulations, including the Telephone Consumer Protection Act (TCPA) and CTIA guidelines, regarding the use of SMS communications.

- 5.1. Program Description. This messaging program sends multiple types of text notifications, including service updates, two-factor authentication codes, case and business management notices, appointment confirmations and reminder messages, and other types of communications. All recipients must explicitly opt-in to receive SMS notifications. Your opt-in will be set either by a web form with a dedicated checkbox for SMS consent, if you have user access to the program, or by paper form supplied by the organization you are working with.
- 5.2. Cancellation Instructions. You can cancel the SMS service at any time. Simply text "STOP" to the same number that sent you messages. Upon sending "STOP," we will confirm your unsubscribe status via SMS. Following this confirmation, you will no longer receive SMS messages from us. To rejoin, contact your usual supervisor or point of contact and they will help you opt back in so that we will resume sending SMS messages to you.
- 5.3. Support Information. If you experience issues with the messaging program, reply with the keyword "HELP" for more assistance, or reach out directly to your usual supervisor or point of contact. If that person is unknown, you may call (406) 451-0177 during business hours.
- 5.4. Carrier Liability. Carriers are not liable for delayed or undelivered messages.
- 5.5. Message & Data Rates. Message and data rates may apply for messages sent to you from us and to us from you. Message frequency varies based on your service usage and appointment schedule. For questions about your text plan or data plan, contact your wireless provider.
- 5.6. Supported Carriers. Our SMS program works with all major U.S. wireless carriers, including AT&T, T-Mobile, Verizon, Sprint, and most regional carriers.
- 5.7. Age Restriction. You must be 18 years or older to participate in our SMS program.
- 5.8. Privacy Policy. For privacy-related inquiries, please refer to our Privacy Policy at <https://caseflowmgr.net/CaseFlow Privacy Policy.pdf>

6. CUSTOMER'S RESPONSIBILITIES & RESTRICTIONS.

- 6.1. Acceptable Use. Customer shall comply with the AUP. Customer shall not: (a) use the System for service bureau or time-sharing purposes or in any other way allow third parties to exploit the System, except Customer's Clients as specifically authorized by this Agreement; (b) provide System passwords or other log-in information to any third party, except Customer's Clients as specifically authorized by this Agreement; (c) share non-public System features or content with any third party; or (d) access the System in order to build a competitive product or service, to build a product using similar ideas, features, functions or graphics of the System, or to copy any ideas, features, functions or graphics of the System. In the event that it suspects any breach of the requirements of this Section 0, including without limitation by Users, Ask4Rain may suspend Customer's access to the System without advanced notice, in addition to such other remedies as Ask4Rain may have. Neither this Agreement nor the AUP requires that Ask4Rain take any action against Customer or any User or other third party for violating the AUP, this Section 0, or this Agreement, but Ask4Rain is free to take any such action it sees fit.
- 6.1. Unauthorized Access. Customer shall take reasonable steps to prevent unauthorized access to the System, including without limitation by protecting its passwords and other log-in information.

Customer shall notify Ask4Rain immediately of any known or suspected unauthorized use of the System or breach of its security and shall use best efforts to stop said breach.

6.2. Compliance with Laws. In its use of the System, Customer shall comply with all applicable laws, including without limitation laws governing the protection of personally identifiable information and other laws applicable to the protection of Customer Data.

6.3. Customer's Clients & Other Users; System Access. Customer is responsible and liable for: (a) Customer's Clients' and other Users' use of the System, including without limitation unauthorized User conduct and any User conduct that would violate the AUP or the requirements of this Agreement applicable to Customer; and (b) any use of the System through Customer's account, whether authorized or unauthorized.

7. IP & FEEDBACK.

7.1. IP Rights to the System. Ask4Rain retains all right, title, and interest in and to the System, including without limitation all software used to provide the System and all graphics, user interfaces, logos, and trademarks reproduced through the System. This Agreement does not grant Customer any intellectual property license or rights in or to the System or any of its components, including any customizations for the benefit of the Customer. All customizations and additional work performed by or for Customer are the exclusive property of Ask4Rain, and not "Works for Hire." Customer recognizes that the System and its components are protected by copyright and other laws.

7.2 Feedback. Ask4Rain has not agreed to and does not agree to treat as confidential any Feedback (as defined below) that Customer, Customer's Clients, or other Users provide to Ask4Rain, and nothing in this Agreement or in the parties' dealings arising out of or related to this Agreement will restrict Ask4Rain's right to use, profit from, disclose, publish, keep secret, or otherwise exploit Feedback, without compensating or crediting Customer or the Customer's Client or other User in question. ("Feedback" refers to any suggestion or idea for improving or otherwise modifying any of Ask4Rain's products or services.)

8. CONFIDENTIAL INFORMATION. "Confidential Information" refers to the following items Ask4Rain discloses to Customer: (a) any document Ask4Rain marks "Confidential"; (b) any information Ask4Rain orally designates as "Confidential" at the time of disclosure, provided Ask4Rain confirms such designation in writing within seven business days; (c) the Documentation and online help, whether or not marked or designated confidential; and (d) any other nonpublic, sensitive information Recipient should reasonably consider a trade secret or otherwise confidential. Notwithstanding the foregoing, Confidential Information does not include information that: (i) is in Customer's possession at the time of disclosure; (ii) is independently developed by Customer without use of or reference to Confidential Information; (iii) becomes known publicly, before or after disclosure, other than as a result of Customer's improper action or inaction; or (iv) is approved for release in writing by Customer.

8.1. Nondisclosure. Customer shall not use Confidential Information for any purpose other than use of the System (the "Purpose"). Customer: (a) shall not disclose Confidential Information to any employee or contractor of Customer unless such person needs access in order to facilitate the Purpose and executes a nondisclosure agreement with Customer with terms no less restrictive than those of this Article 8; and (b) shall not disclose Confidential Information to any other third party without Ask4Rain's prior written consent. Without limiting the generality of the foregoing, Customer shall protect Confidential Information with the same degree of care it uses to protect its own

confidential information of similar nature and importance, but with no less than reasonable care. Customer shall promptly notify Ask4Rain of any misuse or misappropriation of Confidential Information that comes to Customer's attention. Notwithstanding the foregoing, Customer may disclose Confidential Information as required by applicable law or by proper legal or governmental authority. Customer shall give Ask4Rain prompt notice of any such legal or governmental demand and reasonably cooperate with Ask4Rain in any effort to seek a protective order or otherwise to contest such required disclosure, at Ask4Rain's expense.

8.2. Injunction. Customer agrees that breach of this Article 8 would cause Ask4Rain irreparable injury, for which monetary damages would not provide adequate compensation, and that in addition to any other remedy, Ask4Rain will be entitled to injunctive relief against such breach or threatened breach, without proving actual damage or posting a bond or other security.

8.3. Termination & Return. With respect to each item of Confidential Information, the obligations of Section 8.1 above (*Nondisclosure*) will terminate two years after the date of disclosure; provided that such obligations related to Confidential Information constituting Ask4Rain's trade secrets shall continue so long as such information remains subject to trade secret protection pursuant to applicable law. Upon termination of this Agreement, Customer shall return all copies of Confidential Information to Ask4Rain or certify, in writing, the destruction thereof.

8.4. Retention of Rights. This Agreement does not transfer ownership of Confidential Information or grant a license thereto. Ask4Rain will retain all right, title, and interest in and to all Confidential Information.

8.5. Exception & Immunity. Pursuant to the Defend Trade Secrets Act of 2016, 18 USC Section 1833(b), Customer is on notice and acknowledges that, notwithstanding the foregoing or any other provision of this Agreement:

8.5.1. IMMUNITY. An individual shall not be held criminally or civilly liable under any Federal or State trade secret law for the disclosure of a trade secret that- (A) is made- (i) in confidence to a Federal, State, or local government official, either directly or indirectly, or to an attorney; and (ii) solely for the purpose of reporting or investigating a suspected violation of law; or (B) is made in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal.

8.5.2. USE OF TRADE SECRET INFORMATION IN ANTI-RETALIATION LAWSUIT. An individual who files a lawsuit for retaliation by an employer for reporting a suspected violation of law may disclose the trade secret to the attorney of the individual and use the trade secret information in the court proceeding, if the individual- (A) files any document containing the trade secret under seal; and (B) does not disclose the trade secret, except pursuant to court order.

9. REPRESENTATIONS & WARRANTIES.

9.1. From Ask4Rain. Ask4Rain represents and warrants that it is the owner of the System and of each and every component thereof, or the recipient of a valid license thereto, and that it has and will maintain the full power and authority to grant the rights granted in this Agreement without the further consent of any third party. Ask4Rain's representations and warranties in the preceding sentence do not apply to use of the System in combination with hardware or software not provided by Ask4Rain. In the event of a breach of the warranty in this Section 9.1, Ask4Rain, at its own expense, will promptly take the following actions: (a) secure for Customer the right to continue using

the System; (b) replace or modify the System to make it non-infringing; or (c) terminate the infringing features of the Service and refund to Customer any prepaid fees for such features, in proportion to the portion of the Term left after such termination. In conjunction with Customer's right to terminate for breach where applicable, the preceding sentence states Ask4Rain's sole obligation and liability, and Customer's sole remedy, for breach of the warranty in this Section 9.1 and for potential or actual intellectual property infringement by the System.

9.2. From Customer.

9.2.1. *Re Customer Itself.* Customer represents and warrants that: (i) it has the full right and authority to enter into, execute, and perform its obligations under this Agreement and that no pending or threatened claim or litigation known to it would have a material adverse impact on its ability to perform as required by this Agreement; (ii) it has accurately identified itself and it has not provided any inaccurate information about itself to or through the System; and (iii) it is a corporation, the sole proprietorship of an individual 18 years or older, or another entity authorized to do business pursuant to applicable law.

9.2.2. *Re Customer's Clients.* Customer represents and warrants that, to the best of its knowledge: (i) each Customer's Client will have the full right and authority to enter into, execute, and perform its obligations as required under this Agreement and the Client ToS, with no pending or threatened claim or litigation that would have a material adverse impact on its ability so to perform; and (ii) Customer will accurately identify each Customer's Client and will not provide any inaccurate information about a Customer's Client or other User to or through the System.

9.3. **Warranty Disclaimers.** Except to the extent set forth in the SLA and in Section 9.1 above, CUSTOMER ACCEPTS THE SYSTEM "AS IS" AND AS AVAILABLE, WITH NO REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR ANY IMPLIED WARRANTY ARISING FROM STATUTE, COURSE OF DEALING, COURSE OF PERFORMANCE, OR USAGE OF TRADE. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING: (a) ASK4RAIN HAS NO OBLIGATION TO INDEMNIFY OR DEFEND CUSTOMER OR USERS AGAINST CLAIMS RELATED TO INFRINGEMENT OF INTELLECTUAL PROPERTY; (b) ASK4RAIN DOES NOT REPRESENT OR WARRANT THAT THE SYSTEM WILL PERFORM WITHOUT INTERRUPTION OR ERROR; AND (c) ASK4RAIN DOES NOT REPRESENT OR WARRANT THAT THE SYSTEM IS SECURE FROM HACKING OR OTHER UNAUTHORIZED INTRUSION OR THAT CUSTOMER DATA WILL REMAIN PRIVATE OR SECURE.

10. **INDEMNIFICATION.** Customer shall defend, indemnify, and hold harmless Ask4Rain and the Ask4Rain Associates (as defined below) against any "Indemnified Claim," meaning any third party claim, suit, or proceeding arising out of or related to Customer's alleged or actual use of, misuse of, or failure to use the System, including without limitation: (a) claims by Customer's Clients or other Users or by Customer's employees; (b) claims related to unauthorized disclosure or exposure of personally identifiable information or other private information, including Customer Data; (c) claims related to infringement or violation of a copyright, trademark, trade secret, or privacy or confidentiality right by written material, images, logos or other content uploaded to the System through Customer's account, including without limitation by Customer Data; and (d) claims that use of the System through Customer's account, including by Customer's Clients or other Users, harasses, defames, or defrauds a third party or violates the CAN-Spam Act of 2003 or any other law or restriction on electronic advertising. Indemnified Claims include, without limitation, claims arising out of or related to

Ask4Rain's negligence. Customer's obligations set forth in this Article 10 include retention and payment of attorneys and payment of court costs, as well as settlement at Customer's expense and payment of judgments. Ask4Rain will have the right, not to be exercised unreasonably, to reject any settlement or compromise that requires that it admit wrongdoing or liability or subjects it to any ongoing affirmative obligations. (The "Ask4Rain Associates" are Ask4Rain's officers, directors, shareholders, parents, subsidiaries, agents, successors, and assigns.)

11. LIMITATION OF LIABILITY. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE ENTIRE LIABILITY OF ASK4RAIN, ITS AFFILIATES AND SUPPLIERS FOR ALL CLAIMS RELATING TO THIS AGREEMENT SHALL BE LIMITED TO THE AMOUNT YOU PAID FOR THE SERVICES DURING THE TWELVE (12) MONTHS PRIOR TO SUCH CLAIM. SUBJECT TO APPLICABLE LAW, ASK4RAIN, ITS AFFILIATES AND SUPPLIERS ARE NOT LIABLE FOR ANY OF THE FOLLOWING: (A) INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES; (B) DAMAGES RELATING TO FAILURES OF TELECOMMUNICATIONS, THE INTERNET, ELECTRONIC COMMUNICATIONS, CORRUPTION, SECURITY, LOSS OR THEFT OF DATA, VIRUSES, SPYWARE, LOSS OF BUSINESS, REVENUE, PROFITS OR INVESTMENT, OR USE OF SOFTWARE OR HARDWARE THAT DOES NOT MEET ASK4RAIN SYSTEMS REQUIREMENTS. THE ABOVE LIMITATIONS APPLY EVEN IF ASK4RAIN AND ITS AFFILIATES AND SUPPLIERS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THIS AGREEMENT SETS FORTH THE ENTIRE LIABILITY OF ASK4RAIN, ITS AFFILIATES AND YOUR EXCLUSIVE REMEDY WITH RESPECT TO THE SERVICES AND ITS USE.

You agree to indemnify and hold Ask4Rain and its affiliates and Suppliers 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"). Ask4Rain reserves the right, in its sole discretion and at its own expense, to assume the exclusive defense and control of any Claims. You agree to reasonably cooperate as requested by Ask4Rain in the defense of any Claims.

12. TERM & TERMINATION.

12.1. Term. The term of this Agreement (the "Term") shall commence on the Effective Date and continue for the period set forth in the Order or, if none, for one year. Thereafter, the Term will renew for successive one year periods, unless either party refuses such renewal by written notice 30 or more days before the renewal date.

12.2. Termination for Cause. Either party may terminate this Agreement for the other's material breach by written notice, effective in 30 days unless the other party first cures such breach. Without limiting Ask4Rain's other rights and remedies, Ask4Rain may suspend or terminate a Customer's Client's or other User's access to the System at any time, without advanced notice, if Ask4Rain reasonably concludes such Customer's Client or other User has conducted itself in a way that is not consistent with the requirements of the AUP or the other requirements of this Agreement or in a way that subjects Ask4Rain to potential liability.

12.3. Effects of Termination. Upon termination of this Agreement, Customer shall cease all use of the System and delete, destroy, or return all copies of the Documentation in its possession or control. Customer shall download all of Customer's data to Customer's own data storage within 90 days of termination or risk the erasure of that data. The following provisions will survive termination or expiration of this Agreement: (a) any obligation of Customer to pay fees incurred before termination; (b) Articles and Sections 7 (*IP & Feedback*), 8 (*Confidential Information*), 9.2 (*Warranty*)

Disclaimers), 10 (*Indemnification*), and 11 (*Limitation of Liability*); and (c) any other provision of this Agreement that must survive to fulfill its essential purpose.

13. MISCELLANEOUS.

13.1. Independent Contractors. The parties are independent contractors and will so represent themselves in all regards. Neither party is the agent of the other, and neither may make commitments on the other's behalf. The parties agree that no Ask4Rain employee or contractor will be an employee of Customer.

13.2. Notices. Ask4Rain may send notices pursuant to this Agreement to Customer's email contact points provided by Customer, and such notices will be deemed received 24 hours after they are sent. Customer may send notices pursuant to this Agreement to billing@caseflow.global, and such notices will be deemed received 72 hours after they are sent.

13.3. Force Majeure. No delay, failure, or default, other than a failure to pay fees when due, will constitute a breach of this Agreement to the extent caused by acts of war, terrorism, hurricanes, earthquakes, other acts of God or of nature, strikes or other labor disputes, riots or other acts of civil disorder, embargoes, or other causes beyond the performing party's reasonable control.

13.4. Assignment & Successors. Customer may not assign this Agreement or any of its rights or obligations hereunder without Ask4Rain's express written consent. Except to the extent forbidden in this Section 13.4, this Agreement will be binding upon and inure to the benefit of the parties' respective successors and assigns.

13.5. Severability. To the extent permitted by applicable law, the parties hereby waive any provision of law that would render any clause of this Agreement invalid or otherwise unenforceable in any respect. In the event that a provision of this Agreement is held to be invalid or otherwise unenforceable, such provision will be interpreted to fulfill its intended purpose to the maximum extent permitted by applicable law, and the remaining provisions of this Agreement will continue in full force and effect.

13.6. No Waiver. Neither party will be deemed to have waived any of its rights under this Agreement by lapse of time or by any statement or representation other than by an authorized representative in an explicit written waiver. No waiver of a breach of this Agreement will constitute a waiver of any other breach of this Agreement.

13.7. Choice of Law & Jurisdiction: This Agreement will be governed solely by the internal laws of the State of Montana, including applicable U.S. federal law, without reference to: (a) any conflicts of law principle that would apply the substantive laws of another jurisdiction to the parties' rights or duties; (b) the 1980 United Nations Convention on Contracts for the International Sale of Goods; or (c) other international laws. The parties consent to the personal and exclusive jurisdiction of the federal and state courts of Gallatin County, Montana. This Section 13.7 governs all claims arising out of or related to this Agreement, including without limitation tort claims.

13.8. Conflicts. In the event of any conflict between this Agreement and any Ask4Rain policy posted online, including without limitation the AUP or Privacy Policy, the terms of this Agreement will govern.

13.9. Construction. The parties agree that the terms of this Agreement result from negotiations between them. This Agreement will not be construed in favor of or against either party by reason of authorship.

13.10. Technology Export. Customer shall not: (a) permit any third party to access or use the System in violation of any U.S. law or regulation; or (b) export any software provided by Ask4Rain or otherwise remove it from the United States except in compliance with all applicable U.S. laws and regulations. Without limiting the generality of the foregoing, Customer shall not permit any third party to access or use the System in, or export such software to, a country subject to a United States embargo (as of the Effective Date, Iran, North Korea, Sudan, and Syria). You agree that no data, information, software programs and/or materials resulting from Your use of the System (or direct product thereof) will be exported, directly or indirectly, in violation of these laws. You may visit the U.S. Department of Treasury website located at <http://www.treasury.gov/resource-center/sanctions/Programs/Pages/Programs.aspx> for more information.

13.11. Entire Agreement. This Agreement and the documents it references set forth the entire agreement of the parties and supersedes all prior or contemporaneous writings, negotiations, and discussions with respect to its subject matter. Neither party has relied upon any such prior or contemporaneous communications.

13.12. Amendment. Ask4Rain may amend this Agreement from time to time by posting an amended version at its Website and sending Customer written notice thereof. Such amendment will be deemed accepted and become effective 30 days after such notice (the “Proposed Amendment Date”) unless Customer first gives Ask4Rain written notice of rejection of the amendment. In the event of such rejection, this Agreement will continue under its original provisions, and the amendment will become effective at the start of Customer’s next Term following the Proposed Amendment Date (unless Customer first terminates this Agreement pursuant to Article 12, *Term & Termination*). Customer’s continued use of the Service following the effective date of an amendment will confirm Customer’s consent thereto. This Agreement may not be amended in any other way except through a written agreement by authorized representatives of each party. Notwithstanding the foregoing provisions of this Section 13.12, Ask4Rain may revise the Privacy Policy and Acceptable Use Policy at any time by posting a new version of either at the Website, and such new version will become effective on the date it is posted.

Last Revised: July 13, 2026