



Terms of Use

Terms of Service Agreement

Last Updated: August 2025

This Terms of Service Agreement ("Agreement") is between iboss, Inc. ("**iboss**") and the customer listed on the Quote between iboss and such customer ("**You**" or "**Your**" or "**Customer**"), and governs Customer's purchase of, access to and use of iboss Property (defined below). Capitalized terms are generally defined throughout this Agreement and otherwise in Section 2.

1. BACKGROUND

This Agreement describes Your rights to use iboss Property, inclusive of any associated media, printed materials and "online" or electronic documentation, identified in the Quote to which this Agreement applies. Except for any Hardware that You are purchasing or licensing from iboss under a Quote, You must provide all equipment and software necessary to connect to iboss Property, including devices that are suitable to connect with and use iboss Property. You are solely responsible for any fees, including internet connection or mobile fees, that You incur when accessing iboss Property.

2. DEFINITIONS

The following terms will have the meaning set forth below:

"*Acceptable Use Policy*" means iboss' general rules and regulations governing use of iboss Property available here: [Acceptable Use Policy](#).

"*Affiliate*" means any legal entity that owns, is owned by, or is commonly owned with a party.

"*Own*" means more than 50% ownership or the right to direct the management of the entity.

"*App*" means any mobile software application offered by iboss.

"*Confidential Information*" shall mean all proprietary or confidential information disclosed by one party to the other party, whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information or the circumstances of disclosure, including, without limitation: (i) proprietary product, software or services information, or related technology, ideas and algorithms; (ii) trade secrets; (iii) either party's technical, business or financial information and plans; and (iv) the pricing and other terms reflected on iboss quotes and/or purchase orders that Customer provides iboss



pursuant to this Agreement. Confidential Information shall not include information that the receiving party can show (a) is or becomes generally known or publicly available through no fault of the receiving party; (b) is known by, or is in the possession of, the receiving party prior to its disclosure, as evidenced by business records, and is not subject to restriction; (c) was independently developed by the receiving party without the use of or reference to the Confidential Information of the disclosing party; or (d) is lawfully obtained without restriction from a third party who has the right to make such disclosure.

"*Customer Content*" means any information and other content uploaded by Customer to the Service.

"*Documentation*" means the manuals provided to Customer along with the Licensed Software.

"*End-User*" means an end-user of Customer who accesses iboss Property through a mobile device, computer, and/or computer system.

"*Error*" means a reproducible error of the Licensed Software, App, Hardware and/or Service, as applicable, to substantially conform to the Documentation in all material respects.

"*Executable Code*" means the fully compiled binary version of a software program that can be executed by a computer and used by an End-User without further compilation.

"*Hardware*" means any physically tangible electro-mechanical system or sub-system and any related equipment that iboss provides to Customer.

"*Host Server*" means the server(s) on which iboss has installed the Licensed Software and/or necessary components and services for utilizing Licensed Software or App for Customer's use.

"*iboss Property*" means the App, Licensed Software, Host Server, Hardware and Service.

"*Intellectual Property Rights*" means all copyrights, trade secrets, patents, patent applications, moral rights, contract rights and other proprietary and/or intellectual property rights.

"*Licensed Software*" means the software program or programs described in the Quote or any software or firmware incorporated into the Hardware, and any modified, updated, or enhanced versions of such programs that iboss may provide to Customer pursuant to this Agreement, or a separate maintenance and support agreement. Licensed Software excludes any Apps.



"Quote" means the written or electronic quote or order form that expressly references, and is governed by, these Terms of Service and is executed by an authorized representative of each party hereto, electronically or in writing.

"Service" means the services ordered by Customer through a Quote.

"Source Code" means the human-readable version of a software program that can be compiled into Executable Code.

3. SOFTWARE LICENSES

iboss offers its software to customers on a subscription basis but delivers the software through one or more of the following technical means: (i) direct download and installation of the software on Your own devices ("**Downloaded Software**"), (ii) software-as-a-service ("**SaaS**"), (iii) pre-installed software on a server that iboss provides to You ("**Server-Provided Software**"), and/or (iv) via an App which is available for download and installation to Your mobile device. Regardless of which of these methods is used, the following license will apply to Your subscription during the Term. iboss grants You a non-exclusive, non-transferable, revocable, worldwide, royalty-free, limited license (without the right to sublicense) to (i) install and execute one copy of, and use the Licensed Software (in Executable Code form) on each device (in the case of Downloaded Software); (ii) access and use the Host Server solely for authentication and syncing purposes (in the case of Downloaded Software or Server-Provided Software); and (iii) use the Licensed Software and Service (whether Downloaded Software, Server-Provided Software, or SaaS) solely for Customer's internal business purposes and according to the [Acceptable Use Policy](#) and Documentation.

In the event that You download and install an App, the [Mobile Application Licenses Terms and Conditions](#) shall apply.

4. EVALUATION LICENSES

If Customer is using iboss Property for evaluation purposes, then the license granted in Section 3 only permits Customer to use the Licensed Software, Hardware, App and/or Service, as applicable, for thirty (30) days, or such longer period set forth in the Quote ("**Evaluation Period**"), and solely to evaluate the performance and functionality of the Licensed Software, Hardware, App and/or Service, as applicable ("**Evaluation Software**"), according to the Documentation and [Acceptable Use Policy](#). Unless Customer has purchased a subscription to continue using the applicable iboss Property, upon the expiration of the Evaluation Period, including any extensions to the Evaluation Period to which iboss agrees, Customer must (i) discontinue using the Evaluation Software, and (ii) return the Hardware, as applicable, to iboss within seventy-two (72) hours; otherwise, iboss reserves the right to charge Customer at the then current price for such usage of iboss Property. Hardware returned more than thirty (30)



days following the Evaluation Period expiration date will not be accepted. Customer shall be liable to iboss, and agrees to pay iboss, for the cost of replacing or fixing Hardware lost or returned damaged, or attempted to be returned after thirty (30) days. Notwithstanding any other provision of this Agreement, iboss provides the Evaluation Software free of charge, without support and "AS IS" without indemnification or warranty of any kind. No support policies or service level agreements apply to the Evaluation Software. Certain features or services may not be available for the Evaluation Software.

5. LICENSE FROM CUSTOMER

During the Term, Customer grants to iboss a limited, non-transferable, royalty-free license to use the Customer Content solely to enable iboss to provide the Service to Customer and fulfill iboss' obligations hereunder. iboss will maintain reasonable and appropriate physical, organizational, administrative, and technical safeguards designed to protect Customer Content from loss, misuse, unauthorized access, disclosure, alteration and destruction.

6. RESTRICTIONS

The rights granted to Customer in this Agreement are subject to the following restrictions. Customer shall not (a) reproduce, license, sublicense sell, resell, rent, lease, transfer, assign, distribute, host, outsource, disclose or otherwise commercially exploit iboss Property, or make iboss Property available to any third party, including but not limited to any Hardware; (b) make the iboss Property available to any third party for purposes of testing the Licensed Software, and disclosing publicly the results of the tests; (c) interfere with, disrupt, modify, make derivative works of, disassemble, reverse compile or reverse engineer any part of the Licensed Software; (d) access the Licensed Software for research and development or competitive assessment purposes, or to build a similar or competitive product or service or extend term of the license granted hereunder; (e) either publicly or privately, republish, downloaded, display, post or transmit in any form or by any means the Licensed Software or any component of iboss Property (including screenshots or other images of iboss Property), which includes but is not limited to electronic, mechanical, photocopying, recording or other means; (f) interfere with, disrupt, alter, translate, or modify the Licensed Software, or create an undue burden on the Licensed Software or networks or services connected to the Licensed Software; (g) use the Licensed Software on any mobile devices or other computer systems or hardware for which Customer has not received the necessary End-User consent(s); (h) remove any copyright or other proprietary rights notices in the Licensed Software; or (i) use the Licensed Software for any purpose other than the purpose for which the Licensed Software is intended.

7. CUSTOMER AND IBOSS OBLIGATIONS



Customer agrees to take all reasonable steps to safeguard iboss Property and the associated login credentials to ensure that no unauthorized person has access to either, and that no unauthorized copy, publication, disclosure or distribution, in whole or in part, in any form is made. Each party acknowledges and agrees that iboss Property and Customer Content contain valuable, confidential information and trade secrets and that the unauthorized use and/or copying of the same would be harmful to Customer or iboss. Each of Customer and iboss represents and warrants that it will comply with all laws, rules and regulations that apply to its use of iboss Property or Customer Content and any other activities in connection with this Agreement. Customer agrees to cause all its End-Users to comply with the Acceptable Use Policy. Customer hereby further represents and warrants that iboss Property will not be used to filter, screen, manage or censor Internet content for End-Users without permission from the affected End-Users. Customer hereby acknowledges and agrees that (a) Customer's use of features, including, but not limited to detection, measurements and control relay (DMCR), logging and alerts, are subject to all state, local, and federal laws and regulations applicable within the country of deployment, and (b) Customer will comply with all such restrictions and required disclosures.

8. SUPPORT

Subject to the terms of this Agreement and payment of any applicable fees, during the Term, iboss will provide support services to Customer according to iboss' [Service Level Agreement](#).

9. UPDATES

iboss may revise, update, upgrade or discontinue any iboss Property at any time, without prior notice to You but will endeavor to provide You notice wherever possible. If iboss ceases to make available any iboss Property, iboss will provide a pro rata refund to You for any prepaid fees paid by You to iboss for the applicable iboss Property, based on the amount of time remaining in the applicable term. During the Term, iboss may, in its sole discretion, provide You with updates or upgrades. iboss and its suppliers are not obligated to provide any updates or upgrades to iboss Property. Any future release, update, or other addition to functionality of iboss Property shall be subject to the terms of this Agreement, unless iboss expressly states otherwise.

10. HARDWARE PRODUCTS

If You require Hardware in connection with Your use of the Licensed Software and Service, then in addition to any other terms of this Agreement that pertain to Hardware, the [Hardware Products Purchases and Licenses Terms](#) shall apply.

11. SUBSCRIPTION FEES AND PAYMENT

11.1. Fees



In consideration for the Licensed Software and Service, Customer will pay to iboss all fees set forth in the Quote. If Customer elects to pay by credit card, (i) iboss will automatically renew and bill Customer's credit card periodically per the Quote, and (ii) Customer hereby authorizes iboss to automatically charge or debit such credit card for the full amount due (on a recurring basis, if applicable) according to the Quote. Customer understands that the amounts charged or debited may vary and that this authorization will remain in effect until the expiration or termination of this Agreement.

11.2. Payment Terms

Excepting Section 9 (Updates) and Section 21 (Term and Termination), all payment obligations are non-cancellable and all amounts paid are non-refundable, except as expressly set forth herein or as required by applicable law. All payments are due from Customer net thirty (n/30) days from the date of iboss' undisputed invoice. Past due invoices are subject to a monthly charge equal to the lesser of: (a) one and one-half percent (1.5%) per month; or (b) the highest rate of interest permitted by applicable law. If any undisputed invoice remains unpaid after thirty (30) days from the invoice date, then notwithstanding any agreement or course of dealing between iboss and Customer, iboss may suspend Customer's access to and use of iboss Property until all outstanding invoices are paid. Delinquent amounts owed by Customer may be referred to a collection agency, and will be subject to additional fees.

12. TAXES

Unless iboss otherwise states in writing, all iboss fees are exclusive of transportation, insurance, federal, state, local, excise, value-added, use, sales, property (ad valorem) and similar taxes or duties now in force or hereafter enacted. Customer will pay all taxes, fees or charges of any nature whatsoever imposed by any governmental authority on, or measured by, the transaction between Customer and iboss; provided that such taxes shall exclude federal, state or local income taxes to which iboss may be subject. If iboss is required to collect any of the foregoing, such amounts will be separately stated on the invoice, and must be paid by Customer unless Customer provides iboss with a valid tax exemption certificate authorized by the appropriate taxing authority.

13. OWNERSHIP

All right, title, and interest, including all Intellectual Property Rights, in and to iboss Property other than Customer-purchased Hardware shall be owned and retained by iboss or its suppliers. Any rights not expressly granted by iboss in the Agreement are reserved. Customer acknowledges that it acquires no ownership interest in iboss Property. iboss acknowledges and agrees that Customer is the sole and exclusive owner of all Customer Content. Any third-party software included in iboss Property may only



be used in conjunction with the applicable product or service, and is not licensed for use independent from such product or service.

14. CUSTOMER MARKS

Subject to Customer's prior written consent, iboss may use Customer's logo and trademarks on iboss' website and in other marketing material, when referring to Customer. Customer will retain all title and rights to such logos and trademarks.

15. OPEN SOURCE SOFTWARE

Certain items of software may be provided to Customer with the Licensed Software or App and are subject to "open source" or "free software" licenses ("**Open Source Software**"). Some of the Open Source Software is owned by third parties. The Open Source Software is not subject to the terms and conditions of Section 3. Instead, each item of Open Source Software is licensed under the terms of the license that accompanies such Open Source Software. Nothing in this Agreement limits Customer's rights under, or grants Customer rights that supersede, the terms and conditions of any applicable license for the Open Source Software. If required by any license for particular Open Source Software, Company makes such Open Source Software, and applicable Open Source Software copyright statements and license text available by Customer's written request to support@iboss.com.

16. CONFIDENTIAL INFORMATION

16.1. Protection of Confidential Information

Each party shall protect the other party's Confidential Information from unauthorized dissemination, and the receiving party shall use, and shall ensure that its employees and agents use, the same degree of care that it uses to protect its own like information, at all times employing at least a reasonable standard of care. The receiving party shall not disclose to third parties the disclosing party's Confidential Information without the prior written consent of the disclosing party. The receiving party shall use the disclosing party's Confidential Information solely as necessary to directly fulfill the receiving party's obligations under this Agreement.

16.2. Disposition Upon Termination

Upon the termination of this Agreement for any reason whatsoever, or in the event that the disclosing party reasonably determines that the receiving party no longer requires access to the Confidential Information to perform its obligations, the receiving party shall return to the disclosing party, or shall destroy, as the disclosing party shall specify, all copies of all the Confidential Information in the receiving party's possession.

16.3. Permitted Disclosure



Notwithstanding any provision in this Agreement to the contrary, the receiving party may disclose portions of disclosing party's Confidential Information (i) to its lawyers and accountants who have a need to know such information and who are under the same protection and use obligations as in Section 16.2, above, and (ii) pursuant to an order of a governmental agency or court of competent jurisdiction compelling disclosure, provided that the receiving party shall provide the disclosing party reasonable advance notice of such intended disclosure. Additionally, iboss may disclose Customer Confidential Information to law enforcement agencies and/or social service organizations (each, a "**Public Service Agency**") without Customer's or a Customer End-User's consent under the following circumstances: (a) an exigent circumstance has arisen, as determined by iboss in its reasonable discretion, in which a Customer End-User presents imminent risk of physical harm to self or others (the "**Risk**"); (b) iboss has undertaken a reasonable investigation to confirm that the exigency is genuine; (c) iboss has attempted unsuccessfully to contact Customer for purposes of (1) directing Customer to communicate directly with the Public Service Agency, or (2) obtaining Customer's consent to make the disclosure to the Public Service Agency; (d) the Public Service Agency is unable to obtain a legal order to compel the disclosure of the Confidential Information in sufficient time to respond adequately to the Risk; and (e) iboss minimizes the scope of its disclosure solely to that Confidential Information which is determined by iboss in its sole discretion to be necessary to assist the Public Service Agency to address the Risk.

16.4. Remedies

The receiving party acknowledges that its breach of this Agreement may cause irreparable damage to the disclosing party, and hereby agrees that the disclosing party is entitled to seek, in addition to any other remedies available to it, injunctive and other relief as may be granted by a court of competent jurisdiction, associated with the receiving party's breach.

17. LIMITED WARRANTY

For purchased or licensed Hardware, the only warranties are as set forth in the [Hardware Products Purchases and Licenses Terms](#). For the avoidance of doubt, regardless of whether the Hardware is purchased or licensed from iboss, no warranty is provided with respect to the Licensed Software.

18. DISCLAIMER OF WARRANTIES

EXCEPT FOR THE WARRANTIES REGARDING PURCHASED AND LICENSED HARDWARE SET FORTH IN THE [HARDWARE PRODUCTS PURCHASES AND LICENSES TERMS](#), THE IBOSS PROPERTY IS PROVIDED TO CUSTOMER ON AN "AS-IS" BASIS. ADDITIONALLY, NO WARRANTIES WILL BE EFFECTIVE, AND IBOSS WILL NOT BE OBLIGATED TO



HONOR ANY WARRANTIES, UNLESS AND UNTIL IBOSS RECEIVES PAYMENT IN FULL FOR THE APPLICABLE IBOSS PROPERTY. IBOSS AND ITS SUPPLIERS DISCLAIM ALL EXPRESS, IMPLIED OR STATUTORY WARRANTIES RELATING TO THE IBOSS PROPERTY, INCLUDING BUT NOT LIMITED TO, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT. IBOSS DOES NOT REPRESENT OR WARRANT THAT THE IBOSS PROPERTY OR ANY NETWORKS, SOFTWARE, OR SYSTEMS USED WITH SUCH PRODUCTS WILL BE FREE FROM VULNERABILITY, INTRUSION, ATTACK, OR OTHER DAMAGE. CERTAIN STATES AND/OR JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES SO THE EXCLUSIONS SET FORTH ABOVE MAY NOT APPLY TO YOU.

19. INDEMNIFICATION

19.1. By iboss

iboss shall indemnify and hold Customer and its employees, officers, and directors harmless from and against any and all liabilities, claims, causes of action and suits (collectively "**Claims**") arising out of third-party Claims that iboss Property infringes or misappropriates such third party's intellectual proprietary rights. iboss shall, at its expense, defend such Claims and pay damages finally awarded against Customer, or paid by Customer pursuant to an executed settlement agreement, in connection therewith.

19.2. Exclusive Remedy

If iboss Property becomes, or in iboss' opinion is likely to become, the subject of an infringement claim, iboss may, at its option and expense, in addition to its indemnity obligations in Section 19.1, above, either (a) procure for Customer the right to continue exercising the rights licensed to Customer in this Agreement, (b) replace or modify iboss Property so it becomes non-infringing, or (c) terminate this Agreement by written notice to Customer and promptly refund any prepaid amounts to Customer. Notwithstanding the foregoing, iboss will have no obligation under this Section or otherwise with respect to any infringement claim based upon (i) any unauthorized use, reproduction, or distribution of iboss Property by Customer or any End User, (ii) any use of iboss Property in combination with other products, equipment, software, or data not supplied by iboss, except such products, equipment software and data to which the parties mutually agree, (iii) any use, reproduction, or distribution of any release of iboss Property other than the most current release and the next most recent prior release of iboss Property if the Customer has been advised of the need to upgrade by iboss in order to protect against infringement, or (iv) any modification of the technology by any person other than iboss, if the infringement would not have occurred but for such modification. This Section 19.2 states iboss' entire liability and Customer's sole and exclusive remedy for Customer infringement Claims.



19.3. By Customer

Customer shall indemnify and hold iboss and its employees, officers, and directors harmless from and against any and all third-party Claims arising from Customer's alleged or actual breach of Sections 5, 6 or 7 of this Agreement. Customer shall, at its expense, defend such Claims and pay damages finally awarded against iboss, or paid by iboss pursuant to an executed settlement agreement, in connection therewith.

19.4. Indemnification Procedures

The indemnification obligations in this Section 19 shall be subject to the indemnified party: (i) promptly notifying the indemnifying party in writing upon receiving notice of any threat or claim of such action; (ii) giving the indemnifying party exclusive control and authority over the defense and/or settlement of such claim (provided any such settlement unconditionally releases the indemnified party of all liability); and (iii) providing reasonable assistance requested by the indemnifying party, at the indemnifying party's expense.

20. LIMITATION OF REMEDIES AND DAMAGES

EXCEPT FOR EITHER PARTY'S INDEMNITY OBLIGATIONS UNDER THIS AGREEMENT, TO THE MAXIMUM EXTENT PERMITTED BY LAW, (A) NEITHER PARTY NOR ITS SUPPLIERS SHALL BE RESPONSIBLE OR LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, EXEMPLARY, OR CONSEQUENTIAL DAMAGES INCLUDING, BUT NOT LIMITED TO LOSS OF REVENUES AND LOSS OF PROFITS EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGE; AND (B) EACH PARTY AND ITS SUPPLIER'S AGGREGATE CUMULATIVE LIABILITY FOR ANY CAUSE WHATSOEVER HEREUNDER SHALL NOT EXCEED THE AMOUNT PAID BY CUSTOMER FOR IBOSS PROPERTY DURING THE 12 MONTHS IMMEDIATELY PRIOR TO THE DATE ON WHICH CUSTOMER ALLEGES THE EVENTS THAT CAUSED SUCH DAMAGE OCCURRED.

21. TERM AND TERMINATION

21.1. Term

This Agreement and the licenses granted hereunder are effective upon Customer's execution of the Quote, and shall continue for the subscription period set forth on the Quote unless and until this Agreement is terminated by either party pursuant to this Section 21 (the "**Term**"). Upon the expiration of the Term, this Agreement shall automatically renew for successive twelve (12) month periods (each such period is a "**Renewal Term**") unless, not less than thirty (30) days prior to the commencement of a Renewal Term, a party notifies the other party in writing that the notifying party elects not to renew the Agreement. Additionally, iboss may increase the prices for the Licensed Software and/or Service applicable to a Renewal Term, provided that it notifies Customer in writing of such increase not less than (30) days prior to the



commencement of the applicable Renewal Term. The price increase will apply to the Renewal Term unless Customer provides written notice of its objection to the price increase not less than thirty (30) days prior to the Renewal Term's commencement.

21.2. Termination

Either party may terminate the Quote and this Agreement if the other party (a) materially breaches this Agreement and fails to cure such breach within thirty (30) days following receipt of a breach notice from the terminating party, provided that iboss may terminate this Agreement immediately upon notice if Customer breaches Section 6 of this Agreement; or (b) becomes insolvent, makes a general assignment for the benefit of creditors, files a voluntary petition of bankruptcy, suffers or permits the appointment of the receiver for its business or assets, or becomes subject to any proceeding under any bankruptcy or insolvency law.

21.3. Effect of Termination

If iboss terminates this Agreement due to Customer's material breach, then all amounts set forth in the Quote shall become immediately due and payable (including amounts not yet paid for the remainder of the subscription period set forth in the Quote) and Customer shall not be entitled to any refunds for any pre-paid amounts. In such case, Customer will promptly pay all such amounts to iboss upon receipt of the termination notice. If Customer terminates this Agreement due to iboss' material breach, then iboss shall provide Customer a pro rata refund for any amounts pre-paid for the remainder of the then current term. iboss is not responsible or liable for any records or information that are made unavailable to Customer as a result of Customer's termination of its account. Customer agrees that iboss will not be liable to Customer for any termination of Customer's access to iboss Property. Upon termination, the license(s) granted hereunder shall terminate and Customer shall immediately cease all use of iboss Property and destroy any copies of the Licensed Software or App in its possession, if any. Notwithstanding any termination of this Agreement, those sections of this Agreement that, by their terms, are intended to survive the termination of this Agreement, will remain in effect.

22. DISPUTE RESOLUTION

Excluding any claims arising from or related to the infringement or misappropriation of iboss Property, the parties will attempt to resolve any claim, dispute or controversy between the parties (whether in contract, tort or otherwise) (a "**Dispute**") through face-to-face negotiation between authorized representatives of each party or through mediation using a mutually agreeable mediator. If the parties are unable to resolve the Dispute through negotiation or mediation within a reasonable time period after a party has notified the other of the Dispute's existence, the Dispute will be settled by binding



arbitration, held in the city of Miami, Florida USA, according to the then current CPR Rules for Non-Administered Arbitration ("**Arbitration**"). Each party agrees that such arbitration shall be conducted on an individual basis and not in a class, consolidated or representative action. Notwithstanding any provision in this Agreement to the contrary, if the class-action waiver in the prior sentence is deemed invalid or unenforceable, neither party is entitled to arbitration. This arbitration agreement is subject to the Federal Arbitration Act. The arbitrator's award may be entered in any court of competent jurisdiction. The existence or results of any negotiation, mediation or arbitration will be treated as confidential. If the arbitration provision in this Agreement is found unenforceable or not to apply for a given dispute, then the proceeding must be brought exclusively in a court of competent jurisdiction in the city of Miami, Florida USA.

23. EXPORT

iboss Property and Customer Content may be subject export requirements, including licenses, under United States or foreign laws. Each party shall comply with all applicable relevant laws, whether United States or foreign, governing the exports of iboss Property and/or Customer Content.

24. PRIVACY

iboss' [Privacy Policy](#) explains how iboss treats personal data and protects individual privacy rights when customers use the Service. In using the Service, You agree that iboss may use such data according to the Privacy Policy. To the extent that iboss will, on Customer's behalf, process any Customer Personal Data (as defined in the iboss [Data Processing Addendum](#) ("**Addendum**") that is subject to the GDPR (as defined in the Addendum), the terms of the Addendum are hereby incorporated by reference and shall apply, and the parties agree to comply with such terms.

25. GOVERNING LAW

This Agreement is governed by the laws of the State of Florida without regard to conflict of law principles.

26. FORCE MAJEURE

Neither party will be liable to the other for failure to fulfill obligations hereunder if such failure is due to causes beyond its control, including, without limitation, acts of God, earthquake, fire, flood, embargo, catastrophe, sabotage, utility or transmission failures, governmental prohibitions or regulations, national emergencies, insurrections, riots or wars, acts of terrorism, Internet or power outages, or viruses which did not result from the acts or omissions of such party ("**Force Majeure Event**"). The time for any performance required hereunder will be extended by the delay incurred as a result of such Force Majeure Event.



27. HEADINGS; INTERPRETATION

The section headings used herein are for convenience of reference only and do not form a part of this Agreement. No construction or inference shall be derived therefrom. All references to "including" mean "including without limitation."

28. WAIVER

iboss' failure to enforce at any time, or for any period of time, any term of this Agreement shall not be construed as a waiver of iboss' rights thereafter to enforce such term. iboss' waiver of a Customer default will not be deemed a continuing waiver, but will apply solely to the instance to which the waiver is directed.

29. CONFLICTS; AMENDMENT

This Agreement sets forth the entire agreement and understanding between iboss and Customer regarding the subject matter hereof and supersedes any previous or contemporaneous communications, representations, proposals, commitments, understandings, negotiations, discussions, understandings or agreements (including non-disclosure or confidentiality agreements), whether oral or written, regarding the same subject matter. This Agreement expressly supersedes and replaces in their entirety any pre-printed terms on a Customer purchase order or similar document. In the event of a conflict between the terms of a Quote and the terms of this Agreement, the terms of the Quote shall govern. Any Amendment to this Agreement requires the written agreement of both parties.

30. SEVERABILITY

If any term or condition of this Agreement is deemed unenforceable, it shall be severed, and every other provision of this Agreement shall be enforced as if the unenforceable term or condition had never been a part hereof.

31. ASSIGNMENT

Neither party may assign this Agreement (or any rights or duties under it) without the other party's prior written consent, provided that either party may assign this Agreement without the other party's consent in connection with a merger, acquisition, or sale of all or substantially all of its assets. Either party who assigns this Agreement as permitted in this Section 31 shall provide the other party with prompt notice of such assignment. Subject to the foregoing, this Agreement will be binding upon and inure to the benefit of the parties and their permitted successors and assigns.

32. NO JOINT VENTURE OR THIRD PARTY BENEFICIARIES

The parties to this Agreement are independent contractors, and this Agreement does not create any partnership, joint venture or agency relationship between iboss and



Customer. Except as this Agreement otherwise expressly states, the Agreement does not create any third-party beneficiaries.

33. NOTICES

Any notice delivered by iboss to Customer under this Agreement will be delivered by email to the email address set forth in the Quote. Customer will direct legal notices or other correspondence under this Agreement to iboss at 2602 Challenger Tech Court Suite 100 Orlando, Florida 32826 USA, Attn: General Counsel.