SalesRabbit Platform Terms of Service

Applies to the SalesRabbit, Roofle, RoofLink, and Roof Rabbit applications and platform

Effective Date: November 10, 2026
Last Updated Date: November 10, 2026

These Platform Terms of Service (these **"Terms"**) form a binding agreement between **SalesRabbit, Inc.**, a Delaware corporation with a principal place of business in Lehi, Utah (**"SalesRabbit," "Company," "we," "us,"** or **"our"**), and the entity or individual that registers for, purchases, accesses, or uses the Platform (**"Customer," "you,"** or **"your"**).

These Terms govern your access to and use of SalesRabbit's software-as-a-service applications and platform, including the **SalesRabbit**, **Roofle**, **RoofLink**, and **Roof Rabbit** products, together with all related web applications, mobile applications, application programming interfaces (APIs), integrations, features, content, and support services we make available (collectively, the "Platform"). Customer receives access only to those products, modules, features, and functionality identified in its applicable Order Form or subscription (the "Services").

These Terms are separate from the *SalesRabbit Website Terms of Use* and *Website Privacy Policy*, which govern the marketing websites at salesrabbit.com, rooflink.com, roofle.com, and roofrabbit.ai. Where these Terms conflict with the website documents in respect of your use of the Platform, these Terms control. SalesRabbit's handling of personal information in connection with the Platform is described in the SalesRabbit Platform Privacy Policy. Your use of the Platform is also governed by any order form, order confirmation, or online checkout you complete (each, an **"Order Form"**). Subject to Section 25, if a signed master or subscription agreement exists between you and SalesRabbit, that agreement controls over these Terms to the extent of any conflict. An applicable Order Form controls over these Terms with respect to conflicting commercial terms, and the Data Processing Addendum described in Section 16 controls with respect to SalesRabbit's processing of personal data on Customer's behalf, except that any Standard Contractual Clauses that apply under the DPA prevail on the matters they govern.

PLEASE READ THESE TERMS CAREFULLY. By clicking to accept, executing an Order Form that references these Terms, or accessing or using the Platform, you agree to be bound by these Terms. If you are entering into these Terms on behalf of a company or other legal entity, you represent that you have authority to bind that entity, in which case **"Customer," "you,"** and **"your"** refer to that entity. If you do not have such authority, or you do not agree with these Terms, you must not access or use the Platform. The Platform is offered for business use. Individual users must be at least 18 years old and authorized to act on behalf of Customer. The Services are available in those jurisdictions where SalesRabbit offers them, subject to applicable law and any product-specific restrictions.

1. Definitions

“Authorized User” means an employee, contractor, or agent of Customer whom Customer permits to access the Platform under Customer's account, subject to the user, seat, or other entitlement limits stated in the applicable Order Form.

“Customer Data” means all data, records, content, and information that Customer or its Authorized Users submit to, generate in, or transmit through the Platform, including information about Customer's leads, prospects, and End Customers, job records, documents, images, and communications. Customer Data does not include Aggregated Data (as defined in Section 9).

“End Customer” means a homeowner, property owner, prospect, customer, or other person or entity about whom Customer collects or processes information through the Platform, or to whom Customer markets, sells, or provides products or services. End Customers are not parties to these Terms.

“Documentation” means the user guides, help materials, and specifications SalesRabbit makes available for the Platform.

“Financing Provider” means an independent third-party lender or financing partner that offers consumer financing products accessible through the Platform.

“Order Form” means an order form, order confirmation, online checkout, or similar ordering document completed by Customer and accepted by SalesRabbit that identifies the Services purchased and the applicable commercial terms.

“Platform” and **“Services”** have the meanings given in the introductory provisions above.

“Payment Processor” means an independent third-party payment services provider that processes payments through the Platform.

“Subscription Term” means the subscription period specified in the applicable Order Form, together with each renewal period.

“Third-Party Services” means products, services, integrations, or data sources provided by parties other than SalesRabbit that interoperate with or are made available through the Platform. Third-Party Services do not include vendors or service providers that SalesRabbit engages internally to operate and provide the Platform.

2. The Services

Subject to these Terms and payment of applicable fees, SalesRabbit will make the Platform available to Customer and its Authorized Users during the Subscription Term or, for trial access authorized under Section 4.2, the applicable trial period. The Platform is a unified suite that may include the following capabilities, in whole or in part. The capabilities listed below are illustrative; the products, modules, features, and functionality actually available to Customer depend on the applicable Order Form, subscription tier, configuration, and general availability:

- **SalesRabbit** — field sales, canvassing, lead management, and team management tools;
- **Roofle** — instant roofing quote, estimation, and lead-capture tools;
- **RoofLink** — job, project, production, and business-management tools;
- **Roof Rabbit** — the unified platform integrating the foregoing capabilities, together with reporting and, where included in Customer's Order Form and generally available, payment-processing access, consumer-financing access, and automated features.

SalesRabbit may add, modify, or discontinue features, modules, or products from time to time. Material reductions in the core functionality of a purchased subscription during a paid Subscription Term are addressed in Section 23.

3. Accounts, Authorized Users, and Security

To use the Platform, Customer must create an account and provide accurate, current, and complete information, and keep it updated. Customer is responsible for all activity under its account and for the acts and omissions of its Authorized Users as if they were Customer's own.

Customer must: (a) keep credentials confidential and require Authorized Users to do the same; (b) restrict access to Authorized Users and not share credentials with any person who is not an Authorized User; (c) promptly notify SalesRabbit of any suspected unauthorized access or use; and (d) be solely responsible for the accuracy, quality, and legality of Customer Data and the means by which it was acquired. SalesRabbit is not

liable for losses to the extent arising from Customer’s failure to safeguard credentials, except to the extent caused by SalesRabbit’s breach of these Terms or the DPA.

4. Subscriptions, Orders, Trials, and Beta Features

4.1 Orders

Access is sold on a subscription basis as described in the applicable Order Form, which may specify the Services or products purchased, subscription tier, quantities of seats, users, or other entitlements, Subscription Term, fees, billing terms, and other product-specific commercial terms. Unless an Order Form states otherwise, subscriptions are for the entity that placed the order and its Authorized Users only. Customer’s purchase is not contingent on the delivery of future functionality or features or on any oral or written statement regarding future functionality or features.

4.2 Free Trials

SalesRabbit may offer trial access. Trials are provided “as is,” may be modified or terminated at any time, and are subject to any additional terms presented at sign-up. Except as provided below for Roof Rabbit trials, Customer Data entered during a trial may be permanently lost unless Customer purchases a subscription or exports it before the trial ends.

Roof Rabbit trials. Roof Rabbit trials are available for fourteen (14) days beginning when trial access is activated. SalesRabbit may, in its discretion, grant one extension of fourteen (14) additional days. Unless Customer cancels before the applicable trial period expires, the trial will automatically convert to the paid Roof Rabbit subscription selected at signup, and Customer authorizes SalesRabbit to charge the payment method on file at the price and billing frequency disclosed at signup. If SalesRabbit grants an extension, automatic conversion and the first subscription charge are postponed until the extended trial period expires. Customer may prevent conversion by cancelling, before the applicable trial period expires, using the cancellation method disclosed at signup or by emailing contact@salesrabbit.com. If Customer upgrades to a paid subscription before the trial period expires, paid access and billing begin immediately and the remaining trial period ends. Cancellation of trial conversion is governed by this Section 4.2 and not by the renewal and cancellation rules for paid subscriptions in Section 5.4. No additional Roof Rabbit trial may be started using the same email address within ninety (90) days after the previous trial's original start date. Customer may not circumvent trial eligibility restrictions.

Paid measurements are not included in Roof Rabbit trials and require a separate purchase under Section 5.1. Purchasing measurements or measurement credits does not, by itself, activate a paid Roof Rabbit subscription or extend the trial.

If Customer has not activated a paid Roof Rabbit subscription by the date that is thirty (30) days after the original trial start date, SalesRabbit will delete the Roof Rabbit trial account and associated Customer Data from active systems. A trial extension does not extend this deletion date. Customer may reactivate the trial account with its retained Customer Data by activating a paid Roof Rabbit subscription before deletion occurs; retention of Customer Data after trial expiration does not extend trial access. Export of trial Customer Data is available only after Customer activates a paid subscription, subject to applicable law and Customer's rights under the DPA. The trial deletion process does not delete Customer Data associated with Customer's unrelated active paid accounts. Deletion is subject to the DPA, applicable legal-retention requirements, and ordinary backup practices.

4.3 Beta and Preview Features

SalesRabbit may make pre-release, beta, preview, "early access," or experimental features available (collectively, "Beta Features"). Beta Features are optional, provided "as is" and "as available," may be changed or withdrawn at any time and may never become generally available, are excluded from any service-level,

support, and warranty commitments, and may be subject to additional terms. **Customer uses Beta Features at its own risk.**

5. Fees, Billing, Taxes, and Renewal

5.1 Fees

Customer will pay all fees stated in the applicable Order Form. Except as expressly stated in these Terms or required by law, fees are non-cancelable and payments are non-refundable. Fees for added users, products, modules, or other entitlements during a Subscription Term are charged at SalesRabbit's applicable rates, prorated where applicable under the Order Form or SalesRabbit's then-current commercial practices.

Measurement purchases. Paid measurements and prepaid measurement credits are purchased separately from subscription access unless expressly included in Customer's Order Form. Measurement purchases are denominated in U.S. dollars. Roof Rabbit trial customers may purchase measurements separately; measurement purchases do not, by themselves, activate a paid subscription. Except as expressly provided in these Terms or required by applicable law, measurement purchases are non-refundable, including unused prepaid measurement balances when Customer cancels its account. Any unused prepaid measurement balance associated with a Roof Rabbit trial account that has not been converted to a paid subscription is forfeited when that trial account is deleted under Section 4.2; activating a paid subscription before deletion preserves the unused balance.

5.2 Payment Terms

Unless the Order Form states otherwise, fees are billed in advance and due upon invoice or at checkout. Late amounts may accrue interest at the lesser of 1.5% per month or the maximum permitted by law, plus reasonable collection costs. SalesRabbit may suspend the Platform for non-payment in accordance with Section 18.

5.3 Taxes

Fees are exclusive of taxes. Customer is responsible for all sales, use, VAT, GST, and similar taxes, excluding taxes based on SalesRabbit's net income.

5.4 Automatic Renewal

Unless an Order Form expressly specifies a different renewal period or an earlier nonrenewal deadline, subscriptions automatically renew for successive periods equal to the preceding Subscription Term at the then-current rates, unless either party gives notice of nonrenewal before the then-current Subscription Term expires. Customer may give notice of nonrenewal using any account cancellation function made available in the Platform or by notice under Section 25 (Notices). This default applies to monthly and annual subscriptions alike. Cancellation or nonrenewal takes effect at the end of the then-current committed Subscription Term; Customer remains responsible for all fees properly due for that term, and no prorated refund is provided except as expressly required by these Terms or applicable law. Billing an annual or other multi-month commitment in installments does not shorten the committed Subscription Term. Where required by applicable law, SalesRabbit will provide advance renewal or cancellation notices and honor legally required cancellation methods.

6. Payment Processing Services

Certain Services may enable Customer to accept payments from its End Customers through a third-party Payment Processor, depending on Customer's Order Form, enrollment, and eligibility. The Payment Processor provides the payment-processing services under its own terms. SalesRabbit may facilitate Customer's enrollment, integration, configuration, and transmission of transaction information or instructions as describedin the applicable Order Form and the Payment Processor's terms but is not a party to the underlying transaction between Customer and its End Customers. The parties' respective roles concerning receipt, holding, settlement, and movement of funds are governed by those documents.

- **Payment Processor terms.** To use payment features, Customer may be required to register with the Payment Processor and accept its own agreement. Those agreements govern the Payment Processor's payment-processing services.
- **Fees.** Payment processing is subject to processing fees, which may be charged by SalesRabbit, the Payment Processor, or both, as disclosed in the applicable Order Form, at enrollment, or in the Payment Processor's terms.
- **Chargebacks and refunds.** Customer is solely responsible for its transactions with its End Customers, including refunds, chargebacks, disputes, and reserves, and for compliance with card-network rules, applicable law, and applicable taxes. To the extent specified in an Order Form or applicable Payment Processor terms, SalesRabbit may offset or recover related amounts from Customer.
- **Underlying obligations.** SalesRabbit is not responsible for the goods or services Customer sells to its End Customers, the accuracy of Customer's invoices or pricing, or Customer's tax obligations.

7. Consumer Financing Services

Certain Services may enable Customer to present consumer financing options to its End Customers through one or more independent Financing Providers, depending on Customer's Order Form, enrollment, and eligibility. SalesRabbit does not make credit decisions, determine whether an End Customer is approved, set financing terms, or guarantee approval.

- **Financing Provider relationship.** All financing products are offered by the Financing Provider under its own agreements and disclosures with the End Customer. Approval, underwriting, pricing, servicing, and all lending obligations are the Financing Provider's responsibility.
- **Customer compliance.** Customer is responsible for how it presents, markets, and uses financing options, including the content of its own disclosures and advertising, and for compliance with consumer-credit, lending, and advertising laws to the extent applicable to Customer's activities, including the Truth in Lending Act, the Equal Credit Opportunity Act, and applicable state lending and disclosure laws.
- **No advice.** Nothing on the Platform is financial, credit, or legal advice to any End Customer.

8. License and Restrictions

Subject to these Terms, SalesRabbit grants Customer a limited, non-exclusive, non-transferable, non-sublicensable right during the Subscription Term (or, for trial access authorized under Section 4.2, the applicable trial period) to access and use the Platform and Documentation for Customer's business purposes, including its authorized interactions with End Customers, subject to the users, seats, and other entitlements purchased under the applicable Order Form or made available for the applicable trial. This is a subscription to a hosted service; no copy of the software is sold or delivered to Customer, and all rights not expressly granted are reserved.

Customer will not, and will not permit any Authorized User or third party to:

- copy, modify, translate, or create derivative works of the Platform;
- reverse engineer, decompile, or attempt to derive source code, except to the extent this restriction is prohibited by law;
- resell, sublicense, rent, lease, or provide the Platform to third parties on a service-bureau basis, except as expressly permitted;
- access the Platform to build or benchmark a competing product or copy its features;
- use robots, scrapers, or automated means to access the Platform other than through permitted APIs;
- circumvent or attempt to circumvent any usage, access, or security limit or restriction of the Platform, or use the Platform in excess of the users, seats, or other entitlements purchased under the applicable Order Form;
- share account credentials with, or permit access to the Platform by, any person other than an Authorized User;
- interfere with or disrupt the integrity or performance of the Platform, or attempt to gain unauthorized access to it or related systems; or
- introduce viruses, malware, or other harmful code.

9. Customer Data and Content

As between the parties, Customer owns all right, title, and interest in Customer Data. Customer grants SalesRabbit a worldwide, non-exclusive license to host, copy, process, transmit, display, and use Customer Data during the Subscription Term (or applicable trial period) and thereafter solely as permitted by Sections 4.2 and 22 and the DPA, in each case only as reasonably necessary to provide, maintain, support, and secure the Platform, to prevent or address technical, fraud, abuse, or security issues, and to comply with applicable law. SalesRabbit will not use identifiable Customer Data for any other purpose except as expressly permitted in these Terms or as directed or authorized by Customer.

SalesRabbit may generate and use aggregated and de-identified data derived from use of the Platform to operate, improve, and develop its products and services, provided such data ("Aggregated Data") does not identify and is not reasonably capable of being used to identify Customer, any Authorized User, or any End Customer and is handled in accordance with applicable law. SalesRabbit will not attempt to re-identify Aggregated Data except as permitted by applicable law to test its de-identification processes. **Customer is responsible for**

maintaining copies of and, where the Platform provides export tools, exporting Customer Data.

10. Customer Responsibilities and Legal Compliance

Customer is solely responsible for its use of the Platform and for ensuring that its use, its Customer Data, and its communications comply with all applicable laws. Without limiting the foregoing, Customer represents and covenants that it will:

- **Consent and communications.** Obtain and maintain all consents, permissions, and disclosures required to collect, use, and share End Customer information and to contact End Customers, including under the Telephone Consumer Protection Act (TCPA), the CAN-SPAM Act, state "mini-TCPA" and do-not-call laws, and carrier and 10DLC messaging requirements for any SMS or calling features.
- **Consumer reporting.** Not use the Platform, or any data available through it, for any purpose regulated by the Fair Credit Reporting Act (FCRA) — including eligibility determinations for credit, insurance, or employment — unless expressly permitted in writing by SalesRabbit and in compliance with the FCRA.
- **Privacy.** To the extent applicable to Customer, provide any privacy notices and honor any rights requests required of Customer as the controller of End Customer data, and obtain all rights, permissions, and consents required for its collection, use, and sharing of End Customer information through the Platform.
- **Lawful use.** Use the Platform only for lawful business purposes, in accordance with these Terms and the AUP described in Section 11, and not for any unlawful, deceptive, harassing, or infringing activity,

11. Acceptable Use

Customer will, and will ensure that its Authorized Users, comply with SalesRabbit's then-current Acceptable Use Policy (the "AUP"), as made available by SalesRabbit. Violation of the AUP is a violation of these Terms. Prohibited conduct includes, by way of illustration, uploading unlawful, infringing, or malicious content; sending unsolicited or unlawful communications; attempting to breach security or access controls; and using the Platform to violate the rights of others. SalesRabbit may investigate suspected violations and may suspend or terminate access under Sections 18 and 22.

12. Artificial Intelligence and Automated Features

Certain Services may include features that use artificial intelligence, machine learning, automation, and similar technologies to generate outputs, recommendations, drafts, and estimates, or to perform automated actions (collectively, "AI Features"). Availability of AI Features depends on Customer's Order Form, configuration, and general availability. Customer acknowledges and agrees that:

- AI Features are probabilistic and may produce output that is inaccurate, incomplete, or unsuitable; output is not professional, legal, financial, or engineering advice;

- Customer is responsible for reviewing AI output before relying on it and for any decision or action taken based on it, including any automated action Customer configures, directs, authorizes, or approves the Platform to take on its behalf;
- Customer will not submit to AI Features any data it is not permitted to submit, and will obtain any consents required for automated processing of End Customer data;
- Before enabling any AI Feature that sends automated communications to End Customers, including payment reminders or collections follow-up, Customer must (i) authorize and configure the feature;

(ii) provide all required notices and obtain and maintain all legally required consents and permissions; (iii) comply with Section 10, the AUP, and applicable communications and debt-collection laws; and (iv) honor applicable opt-outs and revocations of consent. Customer's acceptance of these Terms or activation of a feature does not itself establish any End Customer's consent; and

- SalesRabbit may engage third-party service providers to deliver AI Features. Their processing of Customer Personal Data on Customer's behalf is subject to the DPA. Customer-enabled Third-Party Services remain subject to Section 13.
- SalesRabbit may process identifiable Customer Data as necessary to deliver an AI Feature that Customer has enabled, for Customer's purposes; SalesRabbit will use only Aggregated Data meeting the requirements of Section 9, and not identifiable Customer Data, to train or improve any general or shared AI or machine-learning model.'

13. Third-Party Services and Integrations

The Platform may interoperate with Third-Party Services (including the Payment Processor, Financing Providers, data providers, and integrations Customer chooses to enable). SalesRabbit does not control and is not responsible for Third-Party Services, and their use is governed by the third party's terms. Enabling a Third-Party Service may authorize SalesRabbit and that third party to exchange Customer Data as necessary to provide the integration. Vendors and service providers that SalesRabbit engages to host, operate, secure, and support the Platform are not Third-Party Services, and SalesRabbit remains responsible for its obligations under these Terms notwithstanding its use of them. SalesRabbit's use of subprocessors that process personal data on Customer's behalf is addressed in the DPA described in Section 16.

14. Intellectual Property

The Platform, Documentation, and all related software, content, and materials, and all intellectual property rights in them, are owned by SalesRabbit and its licensors and are protected by U.S. and international law. The SalesRabbit, Roofle, RoofLink, and Roof Rabbit names and logos are trademarks of SalesRabbit or its affiliates; Customer may not use them without prior written permission. Customer may provide suggestions or feedback, and SalesRabbit may use such feedback without restriction or obligation.

15.Confidentiality

“Confidential Information” means non-public information disclosed by one party to the other that is designated confidential or that reasonably should be understood as confidential, including Customer Data, the Platform’s non-public features and pricing. The receiving party will use Confidential Information only to perform under these Terms, protect it using at least reasonable care, and not disclose it except to representatives with a need to know who are bound by confidentiality obligations at least as protective as those in this Section. The receiving party is responsible for its representatives' compliance with this Section. Confidential Information does not include information that is or becomes public without breach, was known without confidentiality obligation, is received from a third party without breach of any confidentiality obligation, or is independently developed. A party may disclose Confidential Information if required by law, with reasonable notice where permitted. Upon written request or termination, the receiving party will return or destroy the disclosing party’s Confidential Information, except for copies retained as required by law or in routine backups, which remain subject to this Section. Customer Data remains governed by Sections 9 and 22 and the DPA. Obligations with respect to trade secrets continue for as long as the information remains a trade secret under applicable law.

16. Data Protection and Privacy

SalesRabbit's collection and use of personal information through the Platform is described in the *SalesRabbit Platform Privacy Policy*. To the extent SalesRabbit processes personal information on Customer's behalf as a processor or service provider, the SalesRabbit Data Processing Addendum (the “DPA”) applies to that processing and is incorporated into these Terms. In the event of a conflict between the DPA and these Terms regarding the processing of personal information, the DPA controls.

17. Service Levels and Support

SalesRabbit will use commercially reasonable efforts to make the Platform available, excluding scheduled maintenance, emergency maintenance, and factors outside its reasonable control. Support is provided as described in the applicable plan or Order Form. Any specific uptime commitment, service credit, or support-response commitment applies only if and to the extent stated in an Order Form or separate written service-level terms.

18, Suspension

SalesRabbit may suspend Customer's or an Authorized User's access, in whole or in part, if: (a) fees are overdue;

(b) SalesRabbit reasonably believes the Platform is being used in violation of these Terms or the AUP or applicable law, or in a way that poses a security, legal, or operational risk or a material risk to SalesRabbit, the Platform, another customer, End Customers, or third parties; or (c) suspension is required by law or by the terms or unavailability of a Third-Party Service required to provide the affected functionality. SalesRabbit will use reasonable efforts to give notice and

limit the scope and duration of suspension where practicable. Suspension does not relieve Customer of its payment obligations where the suspension results from Customer's breach or non-payment.

19. Warranties and Disclaimers

Each party represents that it has the authority to enter into these Terms. SalesRabbit warrants that the Platform will perform materially in accordance with the Documentation during the Subscription Term; Customer's exclusive remedy for breach of this warranty is SalesRabbit's commercially reasonable effort to correct the non-conformity and, if SalesRabbit cannot correct a material non-conformity within a reasonable period, termination of the materially affected Service and a refund of prepaid, unused fees for that Service. This warranty does not apply to Beta Features, Third-Party Services, or trial or other no-charge access.

EXCEPT AS EXPRESSLY STATED IN THESE TERMS, AND TO THE FULLEST EXTENT PERMITTED BY LAW, THE PLATFORM, DOCUMENTATION, AND ALL SERVICES ARE PROVIDED “AS IS” AND “AS AVAILABLE,” AND SALESRABBIT DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT. SALESRABBIT DOES NOT WARRANT THAT THE PLATFORM WILL BE UNINTERRUPTED, ERROR-FREE, OR ENTIRELY FREE FROM SECURITY VULNERABILITIES, OR THAT ANY OUTPUT, INCLUDING AI OUTPUT, WILL BE ACCURATE OR RELIABLE. SALESRABBIT MAKES NO WARRANTY WITH RESPECT TO BETA FEATURES, THIRD-PARTY SERVICES, PAYMENT-PROCESSING SERVICES, OR FINANCING PRODUCTS.

20. Indemnification

20.1By SalesRabbit

SalesRabbit will defend Customer against third-party claims alleging that the Platform, as provided by SalesRabbit and used in accordance with these Terms, infringes such third party's U.S. intellectual property rights, and will indemnify Customer for amounts finally awarded or agreed in settlement. SalesRabbit has no obligation for claims arising from Customer Data, Customer's breach, combination of the Platform with items not provided by SalesRabbit, or use of Third-Party Services, Beta Features, or modified versions. If the Platform becomes, or in SalesRabbit's reasonable opinion is likely to become, the subject of such a claim, SalesRabbit may, at its option and expense: (a) procure the right for Customer to continue using the affected functionality;

(b) modify or replace it so that it is non-infringing while materially preserving functionality; or (c) if neither is commercially reasonable, terminate the affected Service on notice and refund prepaid, unused fees for that Service.

20.2 By Customer

Customer will defend and indemnify SalesRabbit and its affiliates, and their officers, directors, employees, and agents, against third-party claims and related losses arising from: (a) Customer Data, including claims that Customer Data or SalesRabbit's processing of it as authorized by Customer infringes or misappropriates third-party rights or violates applicable law; (b) Customer's use of the Platform in violation of these Terms, the AUP, or law, including consumer-protection, messaging, credit-reporting, privacy, and consumer-credit laws, and any unlawful use of payment-processing or financing functionality; (c) transactions between Customer and its End Customers, including refunds, chargebacks, and financing; (d) Customer's communications with, or marketing to, End Customers; and (e) Customer's products or services.

20.3 Procedure

The indemnified party will give prompt notice, allow the indemnifying party to control the defense, and reasonably cooperate at the indemnifying party's expense. Failure to give prompt notice relieves the indemnifying party only to the extent materially prejudiced. No settlement may be made without the indemnified party's consent if the settlement requires an admission of wrongdoing by the indemnified party, imposes any non-monetary obligation on the indemnified party, or does not provide a complete release of the indemnified party. Such consent may not be unreasonably withheld, conditioned, or delayed.

21. Limitation of Liability

TO THE FULLEST EXTENT PERMITTED BY LAW, NEITHER PARTY WILL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES, OR FOR LOST PROFITS, REVENUE, GOODWILL, OR DATA, ARISING OUT OF OR RELATING TO THESE TERMS OR THE PLATFORM, EVEN IF ADVISED OF THE POSSIBILITY.

SALESRABBIT'S AGGREGATE LIABILITY ARISING OUT OF OR RELATING TO THESE TERMS AND THE PLATFORM WILL NOT EXCEED FEES PAID OR PAYABLE BY CUSTOMER FOR THE AFFECTED SERVICES DURING THE TWELVE

(12) MONTHS PRECEDING THE EVENT GIVING RISE TO LIABILITY.

22. Term and Termination

These Terms begin when Customer first accepts them or uses the Platform and continue while any subscription or trial access authorized under Section 4.2 is active. Either party may terminate the affected Order Form or these Terms for the other's material breach that remains uncured 30 days after written notice. Either party may terminate, to the extent permitted by applicable law, if the other becomes subject to a bankruptcy or insolvency proceeding that is not dismissed within 60 days, makes an assignment for the benefit of creditors, or ceases substantially all business operations. SalesRabbit may suspend access immediately as permitted by Section 18 and may terminate immediately if Customer's use creates a legal or

security risk that cannot reasonably be cured or for which continued access would expose SalesRabbit or a third party to material harm.

On termination or expiration: (a) Customer's right to access the Platform ends; (b) Customer remains liable for amounts owed; (c) except as provided for Roof Rabbit trials in Section 4.2, for a period of thirty (30) days after termination or expiration, Customer may request export of its Customer Data, and SalesRabbit will make the requested Customer Data available using available Platform functionality or another reasonably available method, including Support assistance, will complete timely requests without undue delay, and will preserve the requested Customer Data until the export is complete; after that period and completion of timely requests, SalesRabbit may delete or de-identify Customer Data, subject to the DPA, applicable law, and ordinary backup practices; and (d) provisions that by their nature should survive (including Sections 9, 14, 15, 16, 19–21, 24, and 25) survive. If Customer terminates an affected Service for SalesRabbit's uncured material breach, SalesRabbit will refund prepaid, unused fees for that Service.

23. Modifications to the Services and Terms

SalesRabbit may update the Platform, these Terms, and the AUP from time to time. For material changes to these Terms or the AUP, SalesRabbit will provide reasonable notice (for example, by email or in-Platform notice) before they take effect. Except for changes required by law, necessary to address security or abuse, or not materially adverse to Customer, a material change that adversely affects Customer will take effect at Customer's next renewal unless Customer agrees to an earlier effective date. If SalesRabbit materially reduces the core functionality of a Service purchased by Customer during a paid Subscription Term and does not restore substantially equivalent functionality within a reasonable period after written notice from Customer, Customer's exclusive remedy is to terminate the materially affected subscription and receive a refund of prepaid, unused fees for the remainder of the then-current term. This remedy does not apply to immaterial changes, ordinary feature evolution or replacement with substantially equivalent functionality, changes to or withdrawal of Beta Features, or changes SalesRabbit reasonably determines are necessary for security, legal, or regulatory reasons. Subject to the preceding sentence, continued use after changes take effect constitutes acceptance.

24. Governing Law and Dispute Resolution

These Terms are governed by the laws of the State of Utah, without regard to conflict-of-laws rules. Subject to mandatory applicable law and any controlling Standard Contractual Clauses, the state courts located in Utah County, Utah, and the United States District Court for the District of Utah have exclusive jurisdiction, and each party consents to venue and personal jurisdiction there. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE

LAW, EACH PARTY KNOWINGLY, VOLUNTARILY, AND INTENTIONALLY WAIVES ANY RIGHT TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THESE TERMS OR THE PLATFORM.

25. General Provisions

Entire agreement. These Terms, the Order Forms, the DPA, and the AUP are the entire agreement between the parties regarding the Platform and supersede prior understandings on that subject.

Order of precedence. In the event of conflict, the following order of precedence applies: (a) any Standard Contractual Clauses that apply under the DPA, with respect to the matters they govern; (b) the DPA, with respect to SalesRabbit's processing of personal data on Customer's behalf; (c) a signed master or subscription agreement; (d) the applicable Order Form, with respect to conflicting commercial terms; (e) the AUP, solely with respect to acceptable use; and (f) these Terms. Neither an Order Form nor the AUP reduces the protections provided by the DPA or any applicable Standard Contractual Clauses. The Platform Privacy Policy is a privacy notice and does not modify these Terms.

Assignment. Customer may not assign these Terms without SalesRabbit's consent, except to a successor in a merger or sale of substantially all assets that assumes these Terms. SalesRabbit may assign these Terms in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of the relevant assets or business, or to an affiliate.

Force majeure. Neither party is liable for delays or failures caused by events beyond its reasonable control.

Notices. Legal notices under these Terms must be in writing and sent by personal delivery, nationally recognized overnight courier, registered or certified mail, or email to the addresses specified in the applicable Order Form or Section 26. Notices to Customer may be sent to the administrative contact associated with Customer’s account. Notices are effective upon receipt; an email notice is effective when sent if the sender does not receive a delivery-failure notification. Routine operational notices may be provided by email or through the Platform.

Independent contractors; no third-party beneficiaries; waiver; severability. The parties are independent contractors. There are no third-party beneficiaries. Failure to enforce a provision is not a waiver. If a provision is unenforceable, it is limited to the minimum extent necessary and the remainder stays in effect.

Export and anti-corruption. Each party will comply with applicable export-control, economic-sanctions, and anti-corruption laws.

Survival. Provisions that by their nature are intended to survive termination or expiration survive as provided in Section 22.

26. Contact

Questions about these Terms may be directed to SalesRabbit, Inc. at **contact@salesrabbit.com**, or 2000 Ashton Blvd., Suite 450, Lehi, Utah, 84043.