

RE-ASSIST PLATFORM TERMS AND CONDITIONS

Last Modified Date: 1/16/2026

These Platform Terms and Conditions ("Terms") represents a binding contract between you ("Customer," "you," or "your") and A Statute of Excellence LLC d/b/a Re-Assist ("Company," "we," "our," or "us"). These Terms govern your access and use of the platform services ("Services").

THESE TERMS TAKE EFFECT WHEN YOU CLICK THE "I ACCEPT" BUTTON, AT THE BOTTOM OF THIS SCREEN, IF APPLICABLE, OR BY ACCESSING OR USING THE SERVICES (the "Effective Date"). BY CLICKING ON THE "I ACCEPT" BUTTON BELOW OR BY ACCESSING OR USING THE SERVICES YOU HEREBY (A) ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTAND THESE TERMS; (B) REPRESENT AND WARRANT THAT YOU HAVE THE RIGHT, POWER, AND AUTHORITY TO ENTER INTO THIS TERMS AND, IF ENTERING INTO THESE TERMS ON BEHALF OF AN ORGANIZATION, THAT YOU HAVE THE LEGAL AUTHORITY TO BIND THAT ORGANIZATION; AND (C) ACCEPT THESE TERMS AND AGREE THAT YOU ARE LEGALLY BOUND BY ITS TERMS.

IF YOU DO NOT ACCEPT THESE TERMS, YOU MAY NOT ACCESS OR USE THE SERVICES.

1. **Definitions.** The following terms shall have the definitions set forth in this Section.

(a) "Aggregated Statistics" means aggregated and anonymized data and information related to Customer's use of the Services that are used by Company, including statistical and performance information related to the provision and operation of the Services.

(b) "Authorized User" means Customer and Customer's employees, consultants, contractors, and agents (i) who are authorized by Customer to access and use the Services under the rights granted to Customer pursuant to these Terms and (ii) for whom access to the Services has been purchased hereunder.

(c) "Company IP" means the Services, the Documentation, and all patent, copyright, trade secrets, and other intellectual property rights provided to Customer or any other Authorized User in connection with the foregoing and included, without limitation all Aggregated Statistics and any information, data, or other content that is derived from Company's provision of the Services to Customer, but specifically excludes Customer Data.

(d) “Customer Data” means information, data, and other content, in any form or medium that is submitted, posted, or otherwise transmitted by or on behalf of Customer or any other Authorized User through the Services.

(e) “Documentation” means Company’s user manuals, handbooks, and guides relating to the Services provided by Company to Customer either electronically or in hard copy form or end user documentation relating to the Cloud Services.

(f) “Services” means the services provided by Company under these Terms that are detailed on Company’s website available at [www.re-assistme.com].

(g) “Third Party Products” means any products, content, services, information, websites, or other materials that are owned by third parties and are incorporated into or accessible through the Services.

2. Access and Use of the Services

(a) Access to the Services. Subject to your compliance with these Terms and payment of the Fees, Company hereby grants you a revocable, non-exclusive, non-transferable, non-sublicensable, limited right to access and use the Services during the Term solely for your internal business operations by Authorized Users in accordance with the terms and conditions herein. Company shall provide you the necessary passwords and access credentials to allow you to access the Services.

(b) License to Documentation. Subject to your compliance with these Terms, Company hereby grants you a non-exclusive, non-sublicensable, non-transferable license for Authorized Users to use the Documentation during the Term solely for your internal business purposes in connection with use of the Services.

(c) Use Restrictions. You shall not, and shall not permit any Authorized Users to, use the Services, any software component of the Services, or Documentation for any purposes beyond the scope of the access granted in these Terms. You shall not at any time, directly or indirectly, and shall not permit any Authorized Users to: (i) copy, modify, or create derivative works of the Services, any software component of the Services, or Documentation, in whole or in part; (ii) rent, lease, lend, sell, license, sublicense, assign, distribute, publish, transfer, or otherwise make available the Services or Documentation except as expressly permitted under these Terms; (iii) reverse engineer, disassemble, decompile, decode, adapt, or otherwise attempt to derive or gain access to any software component of the Services, in whole or in part; (iv) remove any proprietary notices from the Services or Documentation; or (v) use the Services or Documentation in any manner or for any purpose that infringes, misappropriates, or otherwise violates any intellectual property right or other right of any person, or that violates any applicable law, regulation, or rule.

(d) Aggregated Statistics. Company reserves the right to monitor Customer's use of the Services and to collect and compile Aggregated Statistics. As between Company and Customer, all rights, title, and interest in and to Aggregated Statistics, and all intellectual property rights therein, belong to and are retained solely by Company. You acknowledge that Company may compile Aggregated Statistics based on Customer Data input into the Services. You agree that Company may (i) make Aggregated Statistics publicly available in compliance with applicable law, and (ii) use Aggregated Statistics to the extent and in the manner permitted under applicable law; provided that such Aggregated Statistics do not identify Customer or Customer's Confidential Information.

(e) Reservation of Rights. Company reserves all rights not expressly granted to Customer in these Terms. Except for the limited rights and licenses expressly granted under these Terms, nothing in these Terms grants, by implication, waiver, estoppel, or otherwise, to Customer or any third party, any intellectual property rights or other right, title, or interest in or to the Company IP.

(f) Company's Right to Suspend the Services. Notwithstanding anything to the contrary in these Terms, Company may temporarily suspend Customer's and any other Authorized User's access to any portion or all of the Services if: (i) Company reasonably determines that (A) there is a threat or attack on any of the Company IP; (B) Customer's or any other Authorized User's use of the Company IP disrupts or poses a security risk to the Company IP or to any other customer or vendor of Company; (C) Customer or any other Authorized User is using the Company IP for fraudulent or illegal activities; (D) subject to applicable law, Customer has ceased to continue its business in the ordinary course, made an assignment for the benefit of creditors or similar disposition of its assets, or become the subject of any bankruptcy, reorganization, liquidation, dissolution, or similar proceeding; or (E) Company's provision of the Services to Customer or any other Authorized User is prohibited by applicable law; (ii) any vendor of Company has suspended or terminated Provider's access to or use of any third-party services or products required to enable Customer to access the Services; or (iii) in accordance with Section 5 (any such suspension described in subclause (i), (ii), or (iii), a "Service Suspension"). Company shall use commercially reasonable efforts to provide written notice of any Service Suspension to Customer and to provide updates regarding resumption of access to the Services following any Service Suspension. Company shall use commercially reasonable efforts to resume providing access to the Services as soon as reasonably possible after the event giving rise to the Services Suspension is cured. Company will have no liability for any damage, liabilities, losses (including any loss of or profits), or any other consequences that Customer or any other Authorized User may incur as a result of a Service Suspension.

3. Responsibilities of Customer

(a) Account Use. You are responsible and liable for all uses of the Services and Documentation resulting from access provided by you, directly or indirectly, whether such access or use is permitted by or in violation of these Terms. Without limiting the generality of the foregoing, you are responsible for all acts and omissions of Authorized Users, and any act or omission by an Authorized User that would constitute a breach of these Terms if taken by you will be deemed a breach hereof by you. You shall use reasonable efforts to make all Authorized Users aware of these Terms' provisions as applicable to such Authorized User's use of the Services and shall cause Authorized Users to comply with such provisions.

(b) Customer Data. You hereby grant to Company a non-exclusive, royalty-free, worldwide license to reproduce, distribute, and otherwise use and display the Customer Data and perform all acts with respect to the Customer Data as may be necessary for Company to provide the Services to you, and a non-exclusive, perpetual, irrevocable, royalty-free, worldwide license to reproduce, distribute, modify, and otherwise use and display Customer Data incorporated within the Aggregated Statistics. You will ensure that Customer Data and any Authorized User's use of Customer Data will not violate any policy or terms referenced in or incorporated into these Terms or any applicable law. You are solely responsible for the development, content, operation, maintenance, and use of Customer Data.

(c) Access Credentials. You are responsible for keeping your passwords and access credentials associated with the Cloud Services confidential. You will not sell or transfer them to any other person or entity. You acknowledge and agree that you are liable for any acts or omissions by you or your Authorized Users' through their access credentials. You shall promptly notify Company in the event that you suspect or otherwise discover any unauthorized use of your access credentials.

(d) Third-Party Products. The Services may permit access to Third-Party Products. For purposes of these Terms, such Third-Party Products are subject to their own terms and conditions presented to you for acceptance within the Services by website link or otherwise. If you do not agree to abide by the applicable terms for any such Third-Party Products, then you should not install, access, or use such Third-Party Products.

4. Fees and Payment. Company will invoice Customer for the Services in advance and all such amounts are due prior to Customer or any of its Authorized Users accessing and using the Services. Unless otherwise agreed upon in writing by Company and Customer, Company's standard payment terms are net thirty (30) days from the date of invoice. For any amounts not reasonably in dispute that remain unpaid after forty-five (45) days, then Company reserves the right, without liability to Customer to: (i) suspend Customer's access to the Services; and (ii) assess interest the lesser of 3% per month or the highest permissible interest rate chargeable at law, until all such overdue amounts are paid in full. If Company must turn over any amounts not reasonably in dispute under an invoice to collections or commence litigation on such overdue

amounts, then Company may also recover its actual costs and expenses, including attorneys' fees and court costs in connection with collecting such amounts.

5. Confidential Information. During the Term of the agreement pursuant to these Terms, Company and Customer may disclose or make available to the other party information about its business affairs, products, confidential intellectual property, trade secrets, third-party confidential information, and other sensitive or proprietary information, whether conveyed orally or in written, electronic, or other form or media/in written or electronic form or media, that is whether or not marked, designated, or otherwise identified as "confidential" at the time of disclosure (collectively, "Confidential Information"). Confidential Information does not include information that, at the time of disclosure is: (a) in the public domain; (b) known to the receiving party; (c) rightfully obtained by the receiving party on a non-confidential basis from a third party; or (d) independently developed by the receiving party. The receiving party shall not disclose the disclosing party's Confidential Information to any person or entity, except to the receiving party's employees, agents, or subcontractors (collectively, "Representatives") who have a need to know the Confidential Information for the receiving party to exercise its rights or perform its obligations hereunder and who are required to protect the Confidential Information in a manner no less stringent than required under these Terms. Notwithstanding the foregoing, each party may disclose Confidential Information to the limited extent required (i) to comply with the order of a court or other governmental body, or as otherwise necessary to comply with applicable law, provided that the party making the disclosure pursuant to the order shall first have given written notice to the other party, unless such notice is prohibited by applicable law, and lends its reasonable cooperation in any effort by the disclosing party to obtain a protective order or other injunctive relief against disclosure; or (ii) to establish a party's rights under this Agreement, including to make required court filings. Each party's obligations of non-disclosure with regard to Confidential Information are effective as of the date such Confidential Information is first disclosed to the receiving party and will expire five years thereafter; provided, however, with respect to any Confidential Information that constitutes a trade secret (as determined under applicable law), such obligations of non-disclosure will survive the termination or expiration of this Agreement for as long as such Confidential Information remains subject to trade secret protection under applicable law.

6. Privacy Policy. Company's collection, use, and disclosure of information in connection with Customer's use of the Services is set forth in [URL] ("[Privacy Policy](#)"), which is incorporated by reference herein. By using the Services, Customer, on behalf of itself and its end users, agrees to permit Company to use all such data collected in connection with Customer's use of the Services in accordance with Company's Privacy Policy.

7. Intellectual Property.

(a) Ownership. You hereby acknowledge and agree that the Services provided to you under these Terms are licensed and not sold to you. Company owns all rights, title, and interest, including all intellectual property rights in and to the Services and Documentation, including any developments, improvements, or derivative works thereof. Nothing set forth in these Terms confers any ownership rights in the Services or Documentation to you in connection with your use of the Services. You shall own all right, title, and interest, including all intellectual property rights, in and to the Customer Data.

(b) Feedback. In the event that you or any of your Representatives sends or transmits any communications or materials to us by mail, email, telephone, or otherwise, suggesting or recommending changes to the Services, including without limitation, new features or functionality relating thereto, or any comments, questions, suggestions, or the like ("Feedback"), we are free to use such Feedback irrespective of any other obligation or limitation between you and us governing such Feedback. All Feedback is and will be treated as non-confidential. You hereby assign to us on your behalf, and shall cause your employees, contractors, and agents to assign, all right, title, and interest in, and we are free to use, without any attribution or compensation to you or any third party, any ideas, know-how, concepts, techniques, or other intellectual property rights contained in the Feedback, for any purpose whatsoever, although we are not required to use any Feedback.

8. Limited Warranty and Disclaimer.

(a) Company Warranty. Company warrants to Customer that the Services will conform in all respects to Company's Documentation for the Services. Company does not make any representations or guarantees regarding uptime or availability of the Services. In the event of a breach of the warranty in this Section 8(a), Customer shall promptly provide Company notice of the breach and thereafter, Company shall, in its discretion, (i) use commercially reasonable efforts to repair the non-conforming Services, or (ii) refund the Fees paid to Customer for the applicable period in which the Services are non-conforming. The foregoing remedies constitute Company's sole liability and Customer's exclusive remedy for a breach of warranty hereunder.

(b) Customer Warranty. You warrant to Company that you: (i) have all rights, title, and interest, including all intellectual property rights in and to Customer Data; (ii) will use the Services in accordance with all applicable laws, rules, and regulations; and (iii) have provided all necessary disclosures and have and will continue to maintain a valid legal basis, to the extent applicable, for your use of any data that is inputted into the Services during the Term of your agreement with Company under these Terms.

(c) Disclaimer. EXCEPT FOR THE WARRANTY SET FORTH IN SECTION 8, THE SERVICES ARE PROVIDED "AS IS" AND COMPANY SPECIFICALLY DISCLAIMS ANY AND ALL WARRANTIES, EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING,

WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, WARRANTIES IMPLIED BY

VIRTUE OF COURSE OF PERFORMANCE, COURSE OF DEALING, USAGE OF TRADE, TRADE PRACTICE, OR OTHERWISE. COMPANY MAKES NO WARRANTY THAT THE SERVICES, OR ANY PRODUCTS OR RESULTS OF THE USE THEREOF WILL MEET YOUR OR ANY OTHER PERSON'S OR ENTITY'S REQUIREMENTS, OPERATE WITHOUT INTERRUPTION, ACHIEVE ANY INTENDED RESULT, BE COMPATIBLE OR WORK WITH ANY OF YOUR OR ANY THIRD PARTY'S SOFTWARE, SYSTEM, OR OTHER SERVICES, OR BE SECURE, ACCURATE, COMPLETE, FREE OF HARMFUL CODE, OR ERROR-FREE, OR THAT ANY ERRORS OR DEFECTS CAN OR WILL BE CORRECTED.

9. Term and Termination.

(a) Term. The agreement covered by these Terms begins on the Effective Date and shall continue until terminated in accordance with these Terms (the "Term").

(b) Termination. Either party may terminate these Terms for a breach of these Terms that go uncured within thirty (30) days of the breaching party's receipt of written notice from the non-breaching party that specifies the underlying breach of these Terms. Either party may terminate this Agreement, effective immediately upon written notice to the other party, if the other party: (i) becomes insolvent or is generally unable to pay, or fails to pay, its debts as they become due; (ii) files, or has filed against it, a petition for voluntary or involuntary bankruptcy or otherwise becomes subject, voluntarily or involuntarily, to any proceeding under any domestic or foreign bankruptcy or insolvency law; (iii) makes or seeks to make a general assignment for the benefit of its creditors; or (iv) applies for or has appointed a receiver, trustee, custodian, or similar agent appointed by order of any court of competent jurisdiction to take charge of or sell any material portion of its property or business.

(c) Effect of Termination. Upon termination or expiration of these Terms, Customer shall immediately discontinue use of the Company IP. No expiration or termination of these Terms will affect Customer's obligation to pay all Fees that may have become due before such expiration or termination, or entitle Customer to any refund. Upon request or within thirty (30) days of the expiration or termination of these Terms, each party shall return any Confidential Information to the other party.

(d) Survival. The Parties agree that Sections 1, 2(c), 2(d), 2(e), 3, 4, 5, 6, 7, 8(b), 8(c), 9, 10, 11, and 13-20 shall survive expiration or termination of this Agreement, along with any other provisions required to effectuate the Parties intent regarding post-termination rights.

10. Indemnification.

(a) Company Indemnification of Customer. Company shall indemnify, defend, and hold Customer harmless from and against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including reasonable attorneys' fees ("Losses"), incurred by Customer resulting from any third-party claim, suit, action, or proceeding ("Third-Party Claim") that the Services used in accordance with this Agreement, infringes or misappropriates such third party's U.S. intellectual property rights, provided that Customer promptly notifies Company in writing of the Third-Party Claim, cooperates with Company, and allows Company sole authority to control the defense and settlement of such Third-Party Claim.

(b) Exclusions to Company's Indemnification Obligations. If such a Third-Party Claim is made or Company reasonably anticipates such a Third-Party Claim will be made, Customer agrees to permit Company, at Company's sole discretion, to (A) modify or replace the Services, or component or part thereof, to make it non-infringing, or (B) obtain the right for Customer to continue use. If Company determines that neither alternative is reasonably available, Company may terminate this Agreement, in its entirety or with respect to the affected component or part, effective immediately on written notice to Customer. This Section 10(b) sets forth your sole remedies and our sole liability and obligation for any actual, threatened, or alleged Third-Party Claims that the Services infringe, misappropriate, or otherwise violate any intellectual property rights of any third party.

(c) Customer Indemnification of Company. Customer shall indemnify, hold harmless, and, at Company's option, defend Company and its officers, directors, employees, agents, affiliates, successors, and assigns from and against any and all Losses arising from or relating to any Third-Party Claim (i) that the Customer Data, or any use of the Customer Data in accordance with this Agreement, infringes or misappropriates such third party's U.S. intellectual property rights; or (ii) based on Customer's or any Authorized User's negligence or willful misconduct or use of the Services in a manner not authorized by this Agreement; provided that Customer may not settle any Third-Party Claim against Company unless Company consents to such settlement, and further provided that Company will have the right, at its option, to defend itself against any such Third-Party Claim or to participate in the defense thereof by counsel of its own choice.

11. Limitation of Liability. IN NO EVENT WILL COMPANY BE LIABLE UNDER OR IN CONNECTION WITH THIS AGREEMENT UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR OTHERWISE, FOR ANY: (a) CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, ENHANCED, OR PUNITIVE DAMAGES; (b) INCREASED COSTS, DIMINUTION IN VALUE OR LOST BUSINESS, PRODUCTION, REVENUES, OR PROFITS; (c) LOSS OF GOODWILL OR REPUTATION; (d) USE, INABILITY TO USE, LOSS,

INTERRUPTION, DELAY OR RECOVERY OF ANY DATA, OR BREACH OF DATA OR SYSTEM SECURITY; OR (e) COST OF REPLACEMENT GOODS OR SERVICES, IN EACH CASE REGARDLESS OF WHETHER PROVIDER WAS ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES OR SUCH LOSSES OR DAMAGES WERE OTHERWISE

FORESEEABLE. IN NO EVENT WILL COMPANY'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR OTHERWISE EXCEED THE TOTAL AMOUNTS PAID TO PROVIDER UNDER THIS AGREEMENT IN THE TWELVE (12) MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO THE CLAIM. The exclusions and limitations in this Section 11 do not apply to the parties' obligations under Section 10.

12. Changes to these Terms. You acknowledge and agree that Company has the right, in Company's sole discretion, to modify these Terms from time to time and that such modifications to these Terms shall become effective upon their posting. You will be notified of any modifications to these Terms through direct email communication from Company. You acknowledge and agree that you are responsible for reviewing and becoming familiar with any such modification. Your continued use of the Services following the effective date of any modifications shall be deemed to constitute your acceptance to the modified Terms.

13. Export Regulation. The Services utilize software and technology that may be subject to US export control laws, including the US Export Administration Act and its associated regulations. You shall not, directly or indirectly, export, re-export, or release the Services or the software or technology included in the Services to, or make the Services or the software or technology included in the Services accessible from, any jurisdiction or country to which export, re-export, or release is prohibited by law, regulation, or rule. You shall comply with all applicable federal laws, regulations, and rules, and complete all required undertakings (including obtaining any necessary export license or other governmental approval), prior to exporting, re-exporting, releasing, or otherwise making the Services or the software or technology included in the Services available outside the US.

14. U.S. Government Rights. Each of the software components that constitute the Services and the Documentation is a "commercial product" as that term is defined at 48 C.F.R. § 2.101, consisting of "commercial computer software" and "commercial computer software documentation" as such terms are used in 48 C.F.R. § 12.212. Accordingly, if you are an agency of the US Government or any contractor therefor, you receive only those rights with respect to the Services and Documentation as are granted to all other end users, in accordance with (a) 48 C.F.R. § 227.7201 through 48 C.F.R. § 227.7204, with respect to the Department of Defense and their contractors, or (b) 48 C.F.R. § 12.212, with respect to all other US Government customers and their contractors.

15. Governing Law; Jurisdiction and Venue. These Terms shall be governed by and construed in accordance with the laws of the State of Ohio, without giving effect to any conflict of law rules or procedures that would result in the application of laws for a jurisdiction other than the State of Ohio. For any dispute, matter of interpretation, or any other controversy that arises out of or in connection with these Terms, the parties hereby submit to the exclusive jurisdiction of the state and federal courts in and for Cincinnati, Ohio and hereby waive any claim that the jurisdiction of such courts is improper or inconvenient.

16. Notices. Any notices to Company must be sent to our corporate headquarters address at [INSERT ADDRESS] and must be delivered either in person, by certified or registered mail, return receipt requested and postage prepaid, or by recognized overnight courier service, and are deemed given upon receipt by Company. Notwithstanding the foregoing, you hereby consent to receiving electronic communications from us. These electronic communications may include notices about applicable fees and charges, transactional information, and other information concerning or related to the Services. You agree that any notices, agreements, disclosures, or other communications that we send to you electronically will satisfy any legal communication requirements, including that such communications be in writing.

17. Assignment. This Agreement is personal to you and may not be assigned or transferred for any reason whatsoever without our prior written consent and any action or conduct in violation of the foregoing will be void and without effect. Company expressly reserves the right to assign this Agreement and to delegate any of its obligations hereunder.

18. Severability. The invalidity, illegality, or unenforceability of any provision herein does not affect any other provision herein or the validity, legality, or enforceability of such provision in any other jurisdiction.

19. Waiver. Any failure to act by us with respect to a breach of this Agreement by you or others does not constitute a waiver and will not limit our rights with respect to such breach or any subsequent breaches.

20. Entire Agreement. These Terms and any order form detailing fees constitute the entire agreement and understanding between the parties hereto with respect to the subject matter hereof and supersedes all prior and c