

UnitFull Customer Subscription Agreement

Version: September 30, 2026. Effective date for a given customer: the date the customer first accepts this Agreement (see Section 2.2).

Preamble

This Customer Subscription Agreement (“Agreement”) is entered into between UnitFull LLC, a California limited liability company with offices at 1070 Amoroso Pl., Venice, CA 90291 (“UnitFull”), and the customer organization that accepts this Agreement (“Customer”). UnitFull and Customer are each a “party” and together the “parties.”

Customer is a self-storage operator that wishes to use UnitFull’s self-storage management software and related services. By accepting this Agreement, Customer agrees to its terms.

1. Definitions

“Authorized User” means an individual (such as Customer’s employee or contractor) whom Customer permits to use the Services under Customer’s account.

“Customer Data” means all data, files, and content that Customer or its Authorized Users or Tenants submit to, or that is generated for Customer through, the Services, including Tenant personal information.

“DPA” means the Data Processing Addendum incorporated into this Agreement under Section 7.3.

“Documentation” means UnitFull’s then-current user documentation for the Services.

“Messaging Features” means the features of the Services that send SMS/text messages or place automated or artificial-intelligence (“AI”) voice calls.

“Order” means UnitFull’s online subscription/plan selection and checkout flow, or a written order form, that identifies the subscription plan, fees, and term selected by Customer.

“Services” means the UnitFull self-storage management software-as-a-service application and related features made available by UnitFull, as described in the Documentation.

“Stripe” means Stripe, Inc. and its affiliates.

“Bundled Processor” means the third-party payment processor with which UnitFull maintains a connected-account relationship and through which UnitFull arranges payment processing on the Bundled track under Section 4.2(a). As of the effective date of this Agreement, the Bundled Processor is Stripe. UnitFull may change the Bundled Processor under Section 4.3.

“BYO Gateway” means a payment gateway, supported by UnitFull, that Customer uses to connect its own merchant account to the Services under Section 4.2(b), such as Authorize.Net or NMI.

“Tenant” means an individual or entity that rents, or applies to rent, storage space from Customer.

2. The Services

2.1 Access grant

Subject to this Agreement and payment of applicable fees, UnitFull grants Customer a non-exclusive, non-transferable, non-sublicensable right during the term to access and use the Services for Customer’s internal business operations, and to permit its Authorized Users to do so.

2.2 Acceptance and account registration

This Agreement takes effect for Customer when Customer first accepts it — for example, by clicking “I agree” (or similar) during signup or onboarding, by signing an Order, or by accessing or using the Services. The individual accepting this Agreement represents that they are authorized to bind Customer. Customer is responsible for the accuracy of its registration information and for maintaining the confidentiality and security of its account credentials.

2.3 Intro-free period (Paid subscription)

This Section 2.3 governs the intro-free period that begins each Paid subscription. Pre-signup Demo and Free Test paths — described at unitfull.ai/demo and unitfull.ai/demo/free-test — are not Paid subscriptions and are governed by the separate [Demo Terms of Service](#); this Agreement does not apply to Demo users.

2.3.1 Three Paid plan variants

The plan variant Customer selects in its Order determines the length of the intro-free period and the first billing event:

(a) Month-to-month. Following the 30-day free trial, the Services are billed monthly in arrears based on usage. Your first invoice is issued after the first full billing month following the trial (approximately 60 days after signup) and monthly thereafter. UnitFull automatically charges the autopay payment method authorized under Section 2.3.3. Customer may cancel at any time in accordance with Section 13.

(b) Annual (twelve (12)-month commitment), billed monthly. The first two (2) months after Customer first accepts this Agreement are intro-free. At the start of month 3, UnitFull will automatically charge the autopay payment method for month 3 and will continue to charge monthly through month 12. The subscription auto-renews for successive twelve (12)-month terms at the start of each new term unless Customer cancels in accordance with Section 13.

(c) Annual (twelve (12)-month commitment), paid upfront. The first three (3) months after Customer first accepts this Agreement are intro-free. At signup, UnitFull will automatically charge the autopay payment method for months 4 through 12 of the term (i.e., nine (9) months of subscription fees prepaid). The subscription auto-renews for successive twelve (12)-month terms at the start of each new term unless Customer cancels in accordance with Section 13.

2.3.2 The intro-free period is a fee waiver, not a contract-free period

The intro-free period is a waiver of subscription fees for the specified window. This Agreement governs from the date Customer first accepts it, and throughout the intro-free period. All of Customer's obligations under this Agreement — including the Acceptable Use Policy in Section 14, the consent obligations under Section 6 (Messaging Features), Customer's responsibilities under Sections 3 and 7 (Customer Data), and Customer's indemnification obligations under Section 11.2 — apply from the date Customer first accepts this Agreement, whether or not subscription fees have begun to accrue.

2.3.3 Autopay required at signup

Customer must authorize a payment method (a credit or debit card, or a bank account via ACH) at signup. UnitFull stores the authorization through Stripe using a SetupIntent configured for off-session future payments (usage: off_session). By providing the payment method, Customer authorizes UnitFull (and Stripe on UnitFull's behalf) to automatically charge that payment method (a) at the first billing event for Customer's selected plan variant under Section 2.3.1 and (b) for each subsequent recurring subscription fee that becomes due under this Agreement, until Customer cancels in accordance with Section 13 or substitutes a replacement payment method with UnitFull's agreement.

2.3.4 Cancellation — no early-termination fee

Customer may cancel its subscription at any time in accordance with Section 13. There is no early-termination fee on any plan variant. If Customer cancels an annual plan (variant (b) or (c)) before the end of the then-current annual term:

- Customer's subscription continues until the end of the then-current billing period (variant (b)) or until the end of the prepaid period (variant (c)), and does not auto-renew.
- Customer loses the discounted annual rate going forward; for any service period Customer receives after cancellation, the rate reverts to UnitFull's then-current month-to-month rate. There is no clawback of subscription fees previously paid.

2.4 Changes to the Services

UnitFull may modify, enhance, or discontinue features of the Services from time to time. UnitFull will not materially degrade the core functionality of a paid subscription during a paid term without notice.

3. Customer responsibilities

3.1 Authorized Users

Customer is responsible for its Authorized Users' use of the Services and for their compliance with this Agreement. Customer will keep credentials secure and promptly notify UnitFull of any suspected unauthorized access.

3.2 Acceptable use

Customer and its Authorized Users will comply with the Acceptable Use Policy in Section 14 of this Agreement. UnitFull may update the Acceptable Use Policy from time to time on reasonable notice.

3.3 Customer's compliance with law

Customer is responsible for (a) the accuracy, quality, and legality of Customer Data and the means by which Customer acquired it; (b) ensuring it has all rights, consents, and permissions necessary for UnitFull to process Customer Data to provide the Services; and (c) using the Services in compliance with all laws and regulations applicable to Customer, including consumer-protection, debt-collection, self-storage lien, telemarketing, and privacy laws.

3.4 Tenant lien enforcement and auction — Customer responsibility

(a) Customer is solely responsible for legal compliance. The Services include tools, templates, notice generation, timing and delivery gating, and record-keeping intended to **assist** Customer with tenant delinquency, pre-lien and lien notices, advertising, redemption, and lien sale/auction processes (collectively, "**Lien Enforcement Activities**"). Customer — not UnitFull — is the facility owner/lienholder conducting all Lien Enforcement Activities. **UnitFull is a software provider: it does not conduct, direct, or participate in Lien Enforcement Activities, is not Customer's agent for any Lien Enforcement Activity, and does not at any time take possession of, control of, or title to stored property.** As between the parties, **Customer is solely responsible for ensuring that all Lien Enforcement Activities for its facilities comply with all applicable federal, state, and local laws**, including the applicable self-service storage facility act, rental-agreement content requirements, notice content and delivery requirements, waiting, cure, and redemption periods, advertising and sale requirements, the Servicemembers Civil Relief Act and any state servicemember protections, and any secured-creditor or third-party-claimant requirements, and for obtaining its own legal advice regarding its Lien Enforcement Activities. Customer is further solely responsible for the **accuracy, currency, and completeness of all tenant, unit, contact, military-status, and delinquency information** entered into or imported into the Services; Customer acknowledges that the Services' checks, gates, and generated documents operate on the information Customer provides.

(b) No warranty of legal compliance; no legal advice. UnitFull provides the Services and all compliance-related tooling "**AS IS**" to assist Customer, and **DOES NOT WARRANT OR**

REPRESENT THAT USE OF THE SERVICES WILL CAUSE ANY LIEN ENFORCEMENT ACTIVITY TO COMPLY WITH APPLICABLE LAW. UnitFull does not provide legal advice, no attorney-client relationship arises from use of the Services, and Customer agrees it does not rely on UnitFull or the Services as a substitute for advice from Customer's own counsel. Statutory rule values, timing calculations, templates, and gating are provided as a convenience, may be updated from time to time, and may not reflect the most current law in every jurisdiction; Customer is responsible for confirming the current legal requirements applicable to its facilities.

(c) Customer attestations; records. Certain steps in Lien Enforcement Activities are performed by Customer outside the Services (for example, mailing or personal delivery of notices, posting at a facility, newspaper publication, or the conduct of a sale). Where the Services present a control by which Customer confirms that such a step was performed, **each confirmation is a representation by Customer, on which UnitFull is entitled to rely, that the stated step was in fact performed in compliance with applicable law,** and a confirmation Customer knows or should know to be inaccurate is a material breach of this Agreement. Attestation controls apply only to steps performed outside the Services; they do not modify, and cannot be used to bypass, the compliance checks the Services enforce under subsection (e). Customer will maintain records evidencing its Lien Enforcement Activities (including delivery evidence, publication proofs, posting evidence, and sale records) for at least **four (4) years** following completion or termination of the related Lien Enforcement Activity, or such longer period as applicable law requires, and will provide such records to UnitFull within **ten (10) business days** of reasonable request.

(d) Indemnification. Customer will defend, indemnify, and hold harmless UnitFull and its officers, directors, employees, and agents (the "**UnitFull Indemnitees**") from and against any and all third-party claims, actions, and proceedings, and all resulting damages, losses, fines, penalties, settlements, and expenses (including reasonable attorneys' fees), arising out of or relating to Customer's Lien Enforcement Activities — including claims by tenants, servicemembers or their representatives, secured creditors, other claimants, or governmental authorities, except to the extent a claim results directly from UnitFull's gross negligence or willful misconduct. UnitFull will give Customer prompt written notice of any indemnified claim (provided that delayed notice relieves Customer only to the extent of resulting prejudice); Customer will control the defense with counsel reasonably acceptable to UnitFull, and UnitFull may participate at its own expense; Customer will not settle any claim in a manner that imposes non-monetary obligations on, or includes any admission by, any UnitFull Indemnatee without UnitFull's prior written consent. **This indemnity is not subject to, and is excluded from, any limitation of liability or liability cap in this Agreement,** and this Section survives termination or expiration of this Agreement.

(e) No override of legal requirements. Nothing in the Services, including any confirmation control described in subsection (c), relieves Customer of any legal requirement. Certain protective checks the Services enforce are **not waivable or bypassable by Customer**, including the servicemember court-order check required by the Servicemembers Civil Relief Act (50 U.S.C. § 3958) and analogous state protections, and the per-state statutory notice, waiting, cure, and advertising sequence checks the Services compute; UnitFull may decline to process, and may block, any Lien Enforcement Activity

step that does not satisfy those checks, and no such block, or failure to block, creates any UnitFull duty or liability to Customer or any third party.

4. Payments — the Tenant money flow

This Section 4 governs the flow of money between Tenants and Customer that is facilitated through the Services. It is separate from the subscription fees Customer pays to UnitFull, which are governed by Section 5.

4.1 UnitFull is not a bank, payment processor, or money transmitter

The Services may help Customer collect rent and other payments from Tenants. Card and payment processing is performed by a third-party payment processor — either UnitFull's Bundled Processor (Section 4.2(a)) or a payment processor and gateway Customer brings to the Services (Section 4.2(b)). UnitFull is not a bank, money transmitter, payment processor, or money-services business, and does not hold, transmit, or take custody of Tenant funds. Tenant funds settle through the connected merchant account associated with the payment processor Customer selects.

4.2 Processor election — Bundled or Bring-Your-Own

Customer elects, at onboarding and editable thereafter in the Services' billing settings, between two payment-processing configurations:

(a) Bundled (default). UnitFull arranges the payment-processing connection through a third-party payment processor with which UnitFull maintains a connected-account relationship (the "Bundled Processor"). As of the effective date of this Agreement, the Bundled Processor is Stripe. On the Bundled track, Customer must accept and comply with the Bundled Processor's then-current connected-account agreement (currently, the Stripe Connected Account Agreement) and any other applicable processor terms. The Bundled Processor's terms are between Customer and the Bundled Processor; UnitFull is not a party to them and is not responsible for the Bundled Processor's services. Customer authorizes UnitFull to share with the Bundled Processor the information needed to enable and operate Customer's connected account, and authorizes the Bundled Processor to share account and transaction information with UnitFull as needed to provide the Services.

(b) Bring-your-own (BYO). Customer connects the Services to Customer's own existing merchant account through a UnitFull-supported gateway (such as Authorize.Net or NMI). On the BYO track, Customer is solely responsible for (i) establishing and maintaining the merchant account in good standing with Customer's chosen processor and gateway, (ii) paying all fees the processor and gateway charge Customer, and (iii) complying with the processor's and gateway's terms. If Customer's merchant account or gateway is suspended, terminated, or otherwise unavailable, UnitFull is not liable for any resulting interruption to Tenant payment processing or to Customer's operations, and Customer remains liable for its subscription fees and other obligations under this Agreement during any such interruption.

4.3 Change of Bundled Processor

UnitFull may, with at least sixty (60) days' advance written notice to Customer, change or replace the Bundled Processor (for example, from Stripe to another payment processor). UnitFull will not increase the Processing Fee rate (Section 4.7) as a result of, or in connection with, the change; any Processing Fee rate change occurs only under Section 4.7(c). From the effective date of the change, the new Bundled Processor's connected-account agreement will replace the prior Bundled Processor's connected-account agreement for the Bundled track, and Customer's continued use of the Bundled track after the effective date constitutes acceptance of the replacement agreement. If Customer prefers not to accept the replacement Bundled Processor, Customer may switch to BYO under Section 4.2(b) before the change takes effect.

4.4 Chargebacks, disputes, and refunds

As between UnitFull and Customer, Customer is solely responsible for all Tenant payment transactions, including authorizations, declines, chargebacks, reversals, disputes, refunds, returns, and any associated fees, fines, or penalties — regardless of whether Customer is on the Bundled or BYO track. UnitFull has no liability for Tenant payment disputes or for funds that fail to settle. Customer will handle Tenant billing inquiries and refund requests directly.

(a) Reimbursement. If a chargeback, dispute, reversal, refund, or related processor fee is charged against UnitFull or UnitFull's platform account in connection with a Tenant transaction processed for Customer, Customer will reimburse UnitFull the full amount. UnitFull may recover that amount by (i) reversing the corresponding transfer to Customer's connected account, (ii) setting it off against any amounts otherwise payable to Customer, including future settlement proceeds, (iii) debiting Customer's connected account, or (iv) invoicing Customer. Amounts invoiced under this Section are due within ten (10) days of the invoice date.

(b) Negative balances and bank debit. Customer's connected account may carry a negative balance if amounts charged back exceed the funds available in it. Customer authorizes the Bundled Processor to debit the bank account linked to Customer's connected account to cover any negative balance, in accordance with the Bundled Processor's connected-account agreement. Customer will maintain a valid linked bank account for so long as Customer uses the Bundled track.

(c) Reserve. If Customer's chargeback or dispute rate materially exceeds ordinary levels, or Customer's account presents elevated payment risk, UnitFull may, on written notice, require a reasonable reserve or delayed payout with respect to Customer's settlement proceeds, in an amount and for a duration reasonably related to the risk. UnitFull will release any reserved amounts when the condition giving rise to the reserve has been resolved.

(d) Survival. Customer's obligations under this Section survive termination of this Agreement as to transactions processed before termination.

4.5 Surcharging

The Services include an optional feature that can add a card surcharge (or “convenience fee”) to Tenant card payments. The feature is OFF by default; Customer may opt in to surcharging in the Services’ billing settings.

If Customer enables surcharging, Customer is solely responsible for compliance with all applicable law and card-network rules governing surcharges, including, without limitation:

State-law compliance. Surcharging is restricted or prohibited in some U.S. states. The Services include per-state validation that surfaces a state’s permissibility status and any state-law conditions; Customer warrants its use of the feature and its compliance with the state law applicable to each transaction. Without limiting that warranty, the following state-specific treatments apply (each as in effect from time to time — Customer must rely on then-current law, and the Services’ per-state validation, for any transaction):

- *Surcharging prohibited.* Surcharges on credit-card transactions are prohibited under the laws of Connecticut (Conn. Gen. Stat. § 42-133ff), Massachusetts (Mass. Gen. Laws ch. 140D, § 28A), and Maine (Me. Rev. Stat. tit. 9-A, § 8-509), and under the law of Puerto Rico. Customer will not enable card surcharging for transactions in those jurisdictions.
- *Statutory cap below network cap.* Colorado caps credit-card surcharges at the lesser of two percent (2%) of the transaction amount or the merchant’s actual cost of processing (Colo. Rev. Stat. § 5-2-212; effective July 1, 2022).
- *Disclosure-and-cost-cap regime.* New York General Business Law § 518 (as amended effective February 11, 2024) requires the seller to clearly and conspicuously post the total price for credit-card use, inclusive of any surcharge, and caps the surcharge at the seller’s actual cost of acceptance.
- *Other states.* Most other U.S. states permit credit-card surcharging subject to proper point-of-sale disclosure and compliance with the card-network rules; in California, Florida, and Texas, prior statutory prohibitions on surcharging were held unconstitutional by federal courts of appeals, so surcharging is currently permitted subject to disclosure and the network rules. Customer remains responsible for state-law compliance in every jurisdiction in which Customer surcharges.

Card-network rules. Customer will comply with the rules of Visa, Mastercard, Discover, American Express, and any other applicable card network governing surcharges — including the applicable maximum-surcharge cap in effect from time to time under the card networks’ rules, the advance written notice required to the card networks before surcharging begins, the requirement that the surcharge appear as a separate line item, and any point-of-sale disclosure requirements.

Debit cards — no surcharging. Under the Durbin Amendment (Section 1075 of the Dodd-Frank Wall Street Reform and Consumer Protection Act, 15 U.S.C. § 1693o-2), surcharges may not be applied to debit-card transactions, regardless of state law. The Services are designed to prevent surcharging on transactions identified as debit-card transactions, and UnitFull is not liable if a transaction is mis-identified, mis-routed, or otherwise mishandled.

Consumer disclosures. Customer will provide any consumer disclosure required by Regulation E (12 C.F.R. pt. 1005) or other applicable consumer-protection law in connection with surcharged transactions.

Customer's indemnification obligations under Section 11.2 expressly include claims arising from Customer's use of the surcharging feature. UnitFull provides the technical surcharging mechanism but disclaims any responsibility for Customer's legal compliance with surcharging law.

4.6 Card data and PCI scope

The Services are designed so that full payment-card numbers are handled by the applicable payment processor (the Bundled Processor on the Bundled track, or Customer's gateway and processor on the BYO track) and tokenized; UnitFull does not store full payment-card numbers on either track. Customer remains responsible for its own obligations under applicable payment-card-industry (PCI) standards in connection with its use of the payment features.

4.7 Payment processing services and fees

(a) Payment Processing Services. As an optional component of the Services, UnitFull provides tenant payment collection functionality (the **"Payment Services"**) through one or more third-party payment processors (each a **"Processor"**; currently Stripe, Inc. and its affiliates). Customer's use of the Payment Services requires Customer to establish and maintain an account with the Processor and to accept the Processor's applicable terms (currently the Stripe Connected Account Agreement, incorporating the Stripe Services Agreement), which govern Customer's relationship with the Processor. UnitFull is not a party to Customer's agreement with the Processor and is not a bank, money transmitter, or money services business.

(b) Processing Fee. Customer will pay UnitFull a fee for the Payment Services (the **"Processing Fee"**) at the rate stated in the applicable Order (currently 2.9% + \$0.30 per successful card transaction, unless the Order states otherwise). **The Processing Fee is UnitFull's fee for the Payment Services. It is inclusive of the amounts UnitFull or Customer is charged by the Processor for payment processing; the Processing Fee is not a pass-through or reimbursement of Processor costs, and UnitFull may retain any difference between the Processing Fee and the amounts charged by the Processor.** The Processing Fee may be collected by deduction from transaction settlement proceeds, as a platform or application fee through the Processor, or by invoice.

(c) Changes. UnitFull may modify the Processing Fee rate upon at least thirty (30) days' prior written notice, effective no earlier than the start of the next monthly billing period. Rate changes do not apply retroactively to completed transactions.

(d) Customer's tenant-facing charges. Customer decides whether and how to pass any cost of payment acceptance through to its tenants (whether as a surcharge, convenience fee, service fee, or otherwise) and is **solely responsible for the lawfulness of any such tenant-facing charge**, including compliance with applicable card-network rules (which,

among other things, limit surcharges to Customer's cost of acceptance and impose disclosure requirements), state surcharge and convenience-fee laws, and state consumer price-advertising laws applicable to amounts displayed to tenants. UnitFull does not advise on, monitor, or warrant the lawfulness of Customer's tenant-facing charges. Customer's obligations under this subsection are covered by Customer's indemnification obligations under Section 11.2 of this Agreement.

(e) Funds flow; no custody. Amounts paid by tenants are settled by the Processor to Customer's connected account in accordance with the Processor's terms. UnitFull does not hold, take custody of, or transmit tenant funds; UnitFull's Processing Fee and any other amounts owed to UnitFull may be deducted through the Processor's platform-fee functionality before settlement. Chargebacks, reversals, refunds, and related Processor fees are Customer's responsibility and may be debited from Customer's connected account or invoiced.

(f) Taxes. The Processing Fee is exclusive of taxes. If any sales, use, or similar tax applies to the Processing Fee or other UnitFull charges, UnitFull may collect it in addition to the fee.

5. Subscription fees and billing

5.1 Fees

Customer will pay the subscription fees for the plan selected in its Order. Fees are stated in the Order or on UnitFull's then-current pricing page.

5.2 Payment terms

Unless an Order states otherwise, subscription fees are billed in advance on a recurring basis (monthly or annually, as selected) and are non-refundable except as expressly stated in this Agreement or as required by law. Customer authorizes UnitFull (and its payment processor) to charge Customer's designated payment method for all fees when due.

5.3 Taxes

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

5.4 Late payment and suspension

If any undisputed fee is overdue, UnitFull may, after ten (10) days' notice, suspend the Services until payment is made. Suspension under this Section does not relieve Customer of its payment obligations.

5.5 Fee changes

UnitFull may change subscription fees effective at the start of Customer's next renewal term by giving at least thirty (30) days' notice.

6. Messaging Features — SMS, AI voice, and TCPA compliance

This Section is critical. The Messaging Features can create significant legal exposure under the Telephone Consumer Protection Act (TCPA) and related laws if used without proper consent. Customer must read this Section carefully.

6.1 The Messaging Features

The Services include Messaging Features that can send SMS/text messages to, and place automated or AI voice calls to, Tenants on Customer's behalf.

6.2 Customer is the sender; Customer obtains consent

As between the parties, Customer — not UnitFull — is the sender and initiator of all communications sent through the Messaging Features and has the direct relationship with each Tenant. Customer is solely responsible for obtaining and maintaining, before any message or call is sent, all consents required by law, including, where applicable, prior express consent and prior express written consent for marketing or telemarketing communications under the TCPA and analogous state laws, and for honoring opt-out and revocation requests across all channels.

6.3 Customer representations and warranties

Customer represents, warrants, and covenants that, for every recipient it messages or calls through the Services: (a) Customer has obtained all legally required consents in the form and manner required by applicable law; (b) Customer maintains records sufficient to evidence those consents; (c) Customer will promptly process and honor opt-out and revocation requests; (d) Customer will comply with all applicable laws and wireless-carrier and messaging-industry requirements governing SMS and voice communications, including the TCPA, the Telemarketing Sales Rule, state telemarketing and "mini-TCPA" laws, calling-time restrictions, and identification requirements; and (e) Customer will not use the Messaging Features to contact any person on a do-not-call or opt-out list applicable to that person.

6.4 Prohibited messaging uses

Customer will not use the Messaging Features to send unlawful, harassing, deceptive, or unsolicited communications, or to message recipients without the consent required by Section 6.2. Additional restrictions appear in the Acceptable Use Policy (Section 14).

6.5 UnitFull's suspension right

UnitFull may immediately suspend or limit Customer's access to the Messaging Features, or to the Services, if UnitFull reasonably believes Customer is using them in violation of this Section 6 or the Acceptable Use Policy, or in a manner that creates legal risk or threatens the deliverability, reputation, or integrity of UnitFull's or its vendors' messaging systems. UnitFull will use reasonable efforts to notify Customer.

6.6 Customer indemnity for messaging

Customer's indemnification obligations in Section 11.2 expressly include claims arising from Customer's use of the Messaging Features and any failure to obtain or honor required consents.

7. Customer Data — ownership, use, and data processing

7.1 Ownership

As between the parties, Customer owns all right, title, and interest in and to Customer Data, including Tenant personal information. This Agreement grants UnitFull no ownership rights in Customer Data.

7.2 UnitFull's limited use

UnitFull will access, use, and process Customer Data only as necessary to provide, maintain, secure, and support the Services, as instructed by Customer through the Services, as described in the DPA, or as required by law.

7.3 Data Processing Addendum

The parties' Data Processing Addendum (DPA) is incorporated into and forms part of this Agreement. The DPA governs UnitFull's processing of personal information within Customer Data, including UnitFull's role as Customer's service provider under the California Consumer Privacy Act and as a processor generally. In the event of a conflict between the DPA and the body of this Agreement regarding the processing of personal information, the DPA controls.

7.4 Aggregated and de-identified data

UnitFull may create and use aggregated and de-identified data derived from use of the Services to operate, secure, analyze, and improve the Services, provided that such data does not identify Customer, any Authorized User, or any Tenant.

7.5 Feedback

If Customer provides suggestions or feedback about the Services, UnitFull may use it without restriction or obligation.

8. Intellectual property

UnitFull and its licensors own all right, title, and interest in and to the Services, the Documentation, and all related software, technology, and materials, including all improvements and intellectual-property rights. Except for the limited rights expressly granted in Section 2.1, no rights are granted to Customer. Customer will not (a) copy, modify, or create derivative works of the Services; (b) reverse engineer or attempt to derive source code, except to the extent applicable law prohibits this restriction; (c) resell,

sublicense, or provide the Services on a service-bureau basis; or (d) remove proprietary notices.

9. Confidentiality

“Confidential Information” means non-public information disclosed by one party to the other that is marked or reasonably understood to be confidential, including the Services’ non-public features and pricing, and Customer Data. The receiving party will (a) use Confidential Information only to perform under this Agreement, (b) protect it using at least reasonable care, and (c) not disclose it except to its personnel and advisors who need it and are bound by confidentiality obligations. Confidential Information does not include information that is public through no fault of the receiving party, already known to it, independently developed, or rightfully received from a third party. A party may disclose Confidential Information if required by law, giving reasonable advance notice where permitted.

10. Warranties and disclaimers

10.1 Mutual

Each party represents and warrants that it has the authority to enter into and perform this Agreement.

10.2 Service commitment

UnitFull will use commercially reasonable efforts to make the Services available and to perform them in a professional and workmanlike manner consistent with the Documentation. The Services are a new product and UnitFull does not offer a service-level agreement or uptime-with-credits commitment. If, in connection with a specific Order, the parties agree to a service-level agreement, it will be set out in a separate written addendum.

10.3 Disclaimer

EXCEPT AS EXPRESSLY STATED IN THIS SECTION 10, THE SERVICES ARE PROVIDED “AS IS” AND “AS AVAILABLE,” AND UNITFULL DISCLAIMS ALL OTHER WARRANTIES, EXPRESS, IMPLIED, OR STATUTORY, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT. UNITFULL DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED, ERROR-FREE, OR SECURE. UNITFULL IS NOT RESPONSIBLE FOR THE ACTS OR OMISSIONS OF PAYMENT PROCESSORS, PAYMENT GATEWAYS, MESSAGING CARRIERS, OR OTHER THIRD-PARTY PROVIDERS.

11. Indemnification

11.1 By UnitFull

UnitFull will defend Customer against any third-party claim alleging that the Services, as provided by UnitFull and used in accordance with this Agreement, infringe a third party’s

U.S. intellectual-property right, and will indemnify Customer for amounts finally awarded or agreed in settlement. UnitFull has no obligation for claims arising from Customer Data, Customer's combination of the Services with other products, or Customer's breach of this Agreement.

11.2 By Customer

Customer will defend and indemnify UnitFull and its officers, directors, employees, and agents against any third-party claim, and pay amounts finally awarded or agreed in settlement, arising out of or relating to: (a) Customer Data, including any claim that it infringes or violates the rights of a third party or was collected or provided unlawfully; (b) Customer's use of the Messaging Features, including any failure to obtain or honor consents required under Section 6 (TCPA and related claims); (c) Customer's collection, handling, or processing of Tenant personal information; (d) Tenant payment transactions, chargebacks, disputes, refunds, and surcharging; (e) Customer's violation of the Acceptable Use Policy; and (f) Customer's violation of law or of this Agreement.

11.3 Procedure

The indemnified party will promptly notify the indemnifying party of the claim, give it sole control of the defense (with the indemnified party able to participate at its own expense), and provide reasonable cooperation. The indemnifying party will not settle a claim in a way that imposes liability or admission on the indemnified party without consent.

12. Limitation of liability

EXCEPT FOR THE EXCLUDED CLAIMS BELOW, AND TO THE FULLEST EXTENT PERMITTED BY LAW:

No indirect damages. NEITHER PARTY WILL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES, OR FOR LOST PROFITS, REVENUE, DATA, OR GOODWILL, ARISING OUT OF OR RELATING TO THIS AGREEMENT, EVEN IF ADVISED OF THE POSSIBILITY.

Cap. EACH PARTY'S TOTAL CUMULATIVE LIABILITY ARISING OUT OF OR RELATING TO THIS AGREEMENT WILL NOT EXCEED THE TOTAL SUBSCRIPTION FEES PAID OR PAYABLE BY CUSTOMER TO UNITFULL IN THE TWELVE (12) MONTHS BEFORE THE EVENT GIVING RISE TO THE LIABILITY.

Excluded claims. The exclusions and cap above do not apply to: Customer's indemnification obligations under Section 3.4(d) or Section 11.2; Customer's breach of Section 4 (payments), Section 6 (Messaging/TCPA), or the Acceptable Use Policy; either party's breach of its confidentiality obligations; Customer's payment obligations; or liability that cannot be limited by law.

13. Term and termination

13.1 Term

This Agreement begins when Customer first accepts it and continues for the subscription term stated in the Order, renewing for successive terms of equal length unless either party gives notice of non-renewal at least thirty (30) days before the end of the then-current term. The intro-free period under Section 2.3 is part of (and does not extend or shorten) the Order's subscription term.

13.2 Termination for cause

Either party may terminate this Agreement if the other materially breaches it and does not cure the breach within thirty (30) days after written notice, or immediately if cure is not feasible.

13.3 Suspension

In addition to Sections 5.4 and 6.5, UnitFull may suspend the Services or any feature if Customer's use poses a security, legal, or operational risk to UnitFull, its vendors, or others. UnitFull will limit any suspension in scope and duration to what is reasonably necessary.

13.4 Effect of termination

On expiration or termination: (a) Customer's right to access the Services ends; (b) Customer will pay any fees accrued through the effective date of termination; and (c) for a period of thirty (30) days, UnitFull will make Customer Data available for export, after which UnitFull will delete Customer Data in accordance with the DPA, except for copies retained in routine backups or as required by law, which remain subject to confidentiality.

13.5 Survival

Sections 1, 4.3, 4.4, 4.7 (for amounts accrued before termination), 5 (for accrued amounts), 6.6, 7.1, 7.5, 8, 9, 10.3, 11, 12, 13.4–13.5, and 15–17, and the DPA's surviving terms, survive termination.

14. Acceptable Use Policy

This Acceptable Use Policy ("AUP") is part of this Agreement and applies to all use of the Services. (A standalone version of this AUP may also be published by UnitFull; if published, the standalone version governs the same subject matter and UnitFull may update it on reasonable notice.)

14.1 Prohibited conduct

Customer and its Authorized Users will not, and will not permit anyone to:

- use the Services in violation of any applicable law or regulation, or to facilitate any illegal activity;

- use the Messaging Features to send spam or unsolicited messages, to harass, threaten, or deceive recipients, or to message or call any person without the consent required by Section 6 or in violation of the TCPA, telemarketing laws, do-not-call rules, or carrier or messaging-industry requirements;
- upload, import, or submit to the Services any data that Customer does not have the right to provide, or that infringes or violates the rights of any third party — including any data export or file submitted for a data-import test;
- upload or transmit malware or other harmful code;
- probe, scan, or test the vulnerability of the Services, or breach or circumvent any security or authentication measure;
- access the Services to build a competing product, or copy features or functionality;
- reverse engineer the Services except to the extent this restriction is prohibited by law;
- use the Services to store or transmit material that is unlawful, defamatory, or harmful, or that contains sensitive categories of data the Services are not designed to handle (such as protected health information or full payment-card numbers); or
- interfere with or disrupt the integrity or performance of the Services, or use the Services in a way that imposes an unreasonable load on the infrastructure or on UnitFull's vendors.

14.2 Enforcement

UnitFull may investigate suspected violations of this AUP and may suspend or terminate access to the Services or any feature under Sections 6.5 and 13.3. UnitFull will use reasonable efforts to notify Customer, except where notice would compromise security, an investigation, or legal compliance.

15. Governing law

This Agreement is governed by the laws of the State of California, without regard to its conflict-of-laws rules. The United Nations Convention on Contracts for the International Sale of Goods does not apply.

16. Dispute resolution — binding arbitration and class-action waiver

PLEASE READ THIS SECTION CAREFULLY. IT REQUIRES DISPUTES TO BE RESOLVED BY ARBITRATION ON AN INDIVIDUAL BASIS.

16.1 Informal resolution

Before starting arbitration, the complaining party will give the other written notice of the dispute and the parties will attempt in good faith to resolve it for thirty (30) days.

16.2 Binding arbitration

Except as provided in Section 16.4, any dispute, claim, or controversy arising out of or relating to this Agreement will be resolved by final and binding arbitration administered by the American Arbitration Association under its commercial arbitration rules then in effect.

The arbitration will be seated in Los Angeles County, California, or conducted by videoconference, before a single arbitrator, who will apply California law. Judgment on the award may be entered in any court of competent jurisdiction.

16.3 Class-action waiver

The parties agree that each may bring claims against the other only in an individual capacity, and not as a plaintiff or class member in any purported class, collective, consolidated, or representative proceeding. The arbitrator may not consolidate the claims of more than one party and may not preside over any class or representative proceeding. If this Section 16.3 is found unenforceable as to a particular claim, that claim will be severed and heard in a court of competent jurisdiction in Los Angeles County, California, while all other claims remain in arbitration.

16.4 Exceptions

Either party may (a) bring an individual action in small-claims court, and (b) seek injunctive or other equitable relief in the state or federal courts located in Los Angeles County, California, to protect its intellectual property or Confidential Information; the parties consent to the jurisdiction of those courts for that purpose.

17. General

Entire agreement. This Agreement, including the DPA, the AUP, and any Order, is the entire agreement between the parties on its subject matter and supersedes prior or contemporaneous agreements on that subject. Order of precedence: an Order, then the DPA (for personal-information processing), then the body of this Agreement.

Amendment. UnitFull may update this Agreement on reasonable notice; material changes take effect at Customer's next renewal, and Customer's continued use after the effective date constitutes acceptance.

Assignment. Neither party may assign this Agreement without the other's consent, except that either party may assign it to a successor in a merger, acquisition, or sale of substantially all assets, with notice.

Notices. Notices to UnitFull go to legal@unitfull.ai; UnitFull LLC, 1070 Amoroso Pl., Venice, CA 90291; notices to Customer go to the contact or account email on file.

Force majeure. Neither party is liable for delay or failure (other than payment obligations) caused by events beyond its reasonable control.

Independent contractors. The parties are independent contractors; this Agreement creates no partnership, agency, or joint venture.

Severability; waiver; no third-party beneficiaries. If any provision is unenforceable, the rest remains in effect. A waiver must be in writing. There are no third-party beneficiaries.

Acceptance

By clicking “I agree” (or a similar control) during signup or onboarding, by signing an Order, or by accessing or using the Services, Customer accepts this Agreement as of that date.