

Maker's Edge Terms and Conditions

These Terms and Conditions (the "Terms") and our Privacy Policy govern your access to and use of our software products, and related tools and services developed and provided by **MAKER'S EDGE INC.** ("Company" or "Maker's Edge"). Such products and services may be identified as "**CERTI**", and other names of products and features we offer (collectively, the "Software"). By accessing or using the Software, you acknowledge that you have read, understood, and agree to be bound by these Terms. If you do not agree to be bound by these Terms, do not use the Software.

1. Introduction

Maker's Edge provides enterprise-grade solutions for quality management, compliance, document and process automation, and related business needs. These Terms constitute a legally binding agreement between you and Maker's Edge. The Software is licensed, not sold, and your right to use the Software is limited by these Terms.

If you are accessing and using the Software on behalf of a company (such as your employer), its Affiliates (defined as any entity that directly or indirectly controls, is controlled by, or is under common control with such entity), or other legal entity (an "Organization"), you represent and warrant that you have the authority to bind that Organization to these Terms. In that case, "you" and "your" will refer to you and that Organization, unless context requires otherwise. If you are accepting these Terms on behalf of an Organization as an "Administrator" (defined as an authorized administrator of the Software for the Organization, which may include the management of Payment Information), you represent and warrant that you have the authority to manage your Organization's use of the Software under these Terms.

Important notice regarding arbitration: when you agree to these terms you are agreeing (with limited exception) to resolve any dispute between you and maker's edge through binding, individual arbitration rather than in court. Please review carefully section 15.2 "dispute resolution" below for details regarding arbitration (including the procedure to opt out of arbitration).

2. Definitions

- **Administrator:** Individuals authorized by the Customer to manage the Customer's account and assign roles.
- **Authorized User:** Any person authorized by the Customer to access the Software, including administrators and regular users.
- **Company:** Maker's Edge Inc. and its affiliates.

- **Customer Data:** Any data, content, or information supplied by or on behalf of the Customer that is processed by the Software.
 - **License:** The right granted to the Authorized User to use the Software in accordance with these Terms.
 - **Maker's Edge API:** Application programming interfaces offered by Maker's Edge to integrate third-party systems with the Software.
 - **Order Form:** The purchase documentation or subscription agreement that specifies the Subscription tier, number of Authorized Users, fees, and any other commercial terms.
 - **Software:** Any software product provided by Maker's Edge, including CERTI, and any associated updates, patches, or support services.
 - **Subscription:** Paid or free access to the Software as detailed in the applicable Order Form.
 - **User:** Any individual or organization that accesses or uses the Software.
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3. License and Use of the Software

Maker's Edge grants you a non-exclusive, non-transferable, limited license to use the Software solely for your internal business purposes, subject to the following restrictions:

1. **Non-transferable:** You may not transfer, resell, or sublicense the Software or any of its rights under these Terms without Maker's Edge's prior written consent.
 2. **No Reverse Engineering:** You shall not reverse engineer, decompile, disassemble, or otherwise attempt to derive the source code or underlying ideas or algorithms of the Software.
 3. **Prohibited Uses:** You may not use the Software in any manner that: (i) violates applicable laws or regulations; (ii) infringes the intellectual property or other rights of any third party; (iii) disrupts or compromises the security or integrity of any network or system; or (iv) exceeds the scope of the License granted herein. You agree that you will be directly responsible and liable to us for: (i) ensuring that your Authorized Users agree to, and comply with, our Terms, and (ii) any violation of these Terms or applicable law by any Authorized User.
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4. Confidentiality and Feedback

1. **Confidentiality. "Confidential Information"** means all information disclosed by us to you, whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the non-public nature of the information and the circumstances of disclosure. Maker's Edge's Confidential Information may include, but is not limited to, the Software and Beta Services (as defined below). You will use a reasonable degree of care to protect the Confidential Information. You will not use any Confidential Information for any

purpose outside the scope of these Terms or disclose Confidential Information to any third party.

2. **Feedback.** We welcome feedback, comments, ideas, enhancement requests, and suggestions for improvements to the Software (“Feedback”). You can submit Feedback by emailing us at (info@makers-edge.com) or by otherwise communicating with us. If you choose to submit Feedback, you grant to us a non-exclusive, transferable, worldwide, perpetual, irrevocable, fully-paid, royalty-free license, with the right to sublicense, under any and all intellectual property rights that you own or control to use, copy, modify, create derivative works based upon and otherwise exploit the Feedback for any purpose.

5. Authorized User Responsibilities

1. **Compliance with Laws:** You agree to comply with all applicable laws, rules, and regulations in connection with its use of the Software.
2. **Security of Credentials:** You are responsible for maintaining the confidentiality of all usernames, passwords, and other credentials used to access the Software, and for all activities that occur under those credentials.
3. **Data Back-Up:** You are solely responsible for maintaining appropriate back-up copies of Customer Data. Maker’s Edge shall not be liable for any loss of data.

6. Intellectual Property Rights

1. **Ownership:** All intellectual property rights in and to the Software—including patents, trademarks, copyrights, trade secrets, and any improvements or derivative works—are and shall remain the exclusive property of Maker’s Edge or its licensors. No rights are granted to you other than those expressly set forth in these Terms.
2. **Third-Party Components:** The Software may include third-party components subject to separate open-source or commercial licenses. Your use of such components is governed by the terms of those licenses.

7. Payment Terms

1. **General:** When you purchase a subscription to the Software (a “Subscription”), you expressly authorize us (or our third-party payment processor) to charge you for the term of your Subscription each time your payment is due in accordance with your Subscription Plan (each, a “Transaction”). We may ask you to supply additional information relevant to your Transaction, including your credit card number (or other payment information), the expiration date of your credit card and your email and postal addresses for billing and notification (such information, “Payment Information”). You represent and warrant that you have the legal right

to use all payment method(s) represented by any such Payment Information. When you initiate a Transaction, you authorize us to provide your Payment Information to third parties so we can complete your Transaction and to charge your payment method for the type of Transaction you have selected (plus any applicable taxes and other charges). You may need to provide additional information to verify your identity before completing your Transaction (such information is included within the definition of Payment Information).

2. **Subscription Fees:** If you purchase a Subscription, you will be charged the monthly or annual (as applicable) Subscription fee, plus any applicable taxes, and other charges, at the beginning of your Subscription and each month or year (as applicable) thereafter, at the then-current Subscription Fee. Similarly, if you agree to a Subscription Fee, that will remain your price for the duration of the Subscription period; however, prices are subject to change at the end of a Subscription period. If you purchase a Subscription, we (or our third-party payment processor) will automatically charge you each month or year on the anniversary of the commencement of your Subscription, using the Payment Information you have provided until you cancel your Subscription. By agreeing to these Terms and electing to purchase a Subscription, you acknowledge that your Subscription has recurring payment features and you accept responsibility for all recurring payment obligations prior to cancellation of your Subscription by you or Maker's Edge. Your Subscription continues until canceled by you or we terminate your access to or use of the Software or Subscription in accordance with these Terms. You shall pay all fees set forth in the applicable Order Form. Unless otherwise specified in the Order Form, all fees are due within thirty (30) days of the invoice date and are non-refundable.
3. **Effect of Termination on Subscription:** Our general policy is that your purchase is final and you will not be able to cancel the purchase and/or receive a refund of your subscription fee at any time. In addition, if something unexpected happens in the course of completing a transaction, we reserve the right to cancel your transaction or terminate your access to the software to address such payment issue; if we cancel your transaction or your access to software, we'll refund any pro-rated payment you have already remitted to us for such transaction or access to software. Without limiting the foregoing, you may cancel your subscription by contacting our support team (info@makers-edge.com). Except as set forth above, you will not receive a refund of any portion of the subscription fee paid for the then-current subscription period at the time of cancellation. You will be responsible for all subscription fees (plus any applicable taxes and other charges) incurred for the then-current subscription period.
4. **Evaluations, Trials, and Betas.** We may offer certain products or services to you at no charge, including grace period, trial use and beta versions ("Beta Services"). Your use of Beta Services is subject to any additional terms that we specify and is only permitted during the term we designate (or, if not designated, until terminated in accordance with these Terms). These Terms fully apply to Beta Services and we may modify or terminate your right to use Beta Services at any

time and for any reason in our sole discretion, without liability to you. You understand that any Beta Services and their features and functionality are still under development, may be inoperable or incomplete and are likely to contain more errors and bugs than generally available Services. We make no promises that any Beta Services will ever be made generally available. All information regarding the characteristics, features or performance of any Beta Services, and any communication that we may engage in with you relating to the Beta Services, constitutes our Confidential Information, and may not be disclosed to any third party without our written permission. To the maximum extent permitted by applicable law, we disclaim all obligations or liabilities with respect to Beta Services.

5. **Late Payments:** Overdue amounts may accrue interest at the rate of 1.5% per month (or the maximum rate permitted by law, if lower). Maker's Edge reserves the right to suspend or terminate access to the Software for late payment.
 6. **Taxes:** All fees are exclusive of applicable taxes, levies, or duties. You are responsible for paying all such taxes, excluding taxes based on Maker's Edge's income.
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8. Data Privacy and Security

1. **Data Processing:** By using the Software, you consent to the collection, use, and processing of Customer Data as described in Maker's Edge's Privacy Policy.
 2. **Data Protection:** Maker's Edge uses industry-standard administrative, technical, and physical safeguards designed to protect Customer Data. However, you acknowledge that no method of transmission or storage is completely secure.
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9. Support

1. **Support:** You are entitled to technical support as specified in the selected Subscription plan. Support requests may be submitted via email to the Maker's Edge support team (info@makers-edge.com).
 2. **Updates:** Maker's Edge may provide updates, enhancements, or patches. You agree to implement such updates promptly.
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10. Warranty Disclaimer

The Software is provided **"as is"** and Maker's Edge disclaims all representations and warranties, whether express, implied, statutory, or otherwise, including warranties of merchantability, fitness for a particular purpose, title, and non-infringement.

11. Indemnity

You will indemnify and hold harmless Maker's Edge and its officers, directors, employees and agents, from and against any claims, disputes, demands, liabilities, damages, losses, and costs and expenses, including, without limitation, reasonable legal and accounting fees arising out of or in any way connected with (i) your and your Authorized Users' access to or use of the Software, (ii) acts or omission of any of your Authorized Users, or (iii) your or your Authorized Users' violation of these Terms or any applicable law.

12. Limitation of Liability

1. Neither Maker's Edge nor any other party involved in creating, producing, or delivering the Software will be liable for any incidental, special, exemplary or consequential damages, or damages for lost profits, lost revenues, lost savings, lost business opportunity, loss of data or goodwill, service interruption, computer damage or system failure or the cost of substitute services of any kind arising out of or in connection with these Terms or from the use of or inability to use Software, whether based on warranty, contract, tort (including negligence), product liability or any other legal theory, and whether or not Maker's Edge or any other party has been informed of the possibility of such damage, even if a limited remedy set forth herein is found to have failed of its essential purpose. Some jurisdictions do not allow the exclusion or limitation of liability for consequential or incidental damages, so the above limitation may not apply to you.
 2. In no event will the total liability of Maker's Edge, together with its affiliates, arising out of or in connection with these terms or from the use of or inability to use the Software exceed the amounts you have paid to Maker's Edge for use of the Software during the three (3) months preceding the claim from which the liability arose, or one hundred dollars (\$100), if you have not had any payment obligations to Maker's Edge, as applicable.
 3. The exclusions and limitations of damages set forth above are fundamental elements of the basis of the bargain between Maker's Edge and you.
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13. Termination

10. Termination

Termination by User: The User may terminate its Subscription by providing thirty (30) days' written notice to Maker's Edge. Pre-paid fees are non-refundable unless expressly stated otherwise in the Order Form.

Termination by Maker's Edge: We may terminate these Terms to our sole discretion, at any time and without notice to you if you are reasonably believed to have breached these Terms. Upon termination, you must cease all use of the Software and destroy all

copies in your possession or control. Sections of these Terms that by their nature should survive termination shall survive, including but not limited to confidentiality, intellectual property, disclaimers, and limitations of liability.

14. Modifications to the Terms

We reserve the right to modify these Terms at any time, at our sole discretion. If we make material changes to the Terms, we will let you know ahead of time either by email or through in-app notifications. It's important that you review the Terms whenever we update them as they govern your use of the Software. The changes will not be retroactive, and if you continue to use the Software after we updated Terms, you are agreeing to be bound by the updated Terms. If you don't agree to be bound by the updated Terms, then, except as otherwise provided in Section 15.2(vi) "Effect of Changes on Arbitration," you may not use the Software anymore. Because our Software is evolving over time we may change or discontinue all or any part of the Software, including the types of subscription plans we offer and the pricing for such plans, at any time, at our sole discretion.

15. Governing Law and Dispute Resolution

1. **Governing Law:** These Terms and any action related thereto will be governed by the Federal Arbitration Act, federal arbitration law, and the laws of the State of Delaware, without regard to its conflict of laws provisions. Except as otherwise expressly set forth in Section 15.2 "Dispute Resolution," the exclusive jurisdiction for all Disputes (defined below) that you and Maker's Edge are not required to arbitrate will be the state and federal courts located in the State of Delaware, and you and Maker's Edge each waive any objection to jurisdiction and venue in such courts.
2. **Dispute Resolution:**
 - i. **Mandatory Arbitration of Disputes.** We each agree that any dispute, claim or controversy arising out of or relating to these Terms or the breach, termination, enforcement, interpretation or validity thereof or the use of the Software (collectively, "Disputes") will be resolved solely by binding, individual arbitration and not in a class, representative or consolidated action or proceeding. You and Maker's Edge agree that the U.S. Federal Arbitration Act governs the interpretation and enforcement of these Terms, and that you and Maker's Edge are each waiving the right to a trial by jury or to participate in a class action. This arbitration provision shall survive termination of these Terms.
 - ii. **Exceptions and Opt-out.** As limited exceptions to Section 15.2(i) above: (i) you may seek to resolve a Dispute in small claims court if it qualifies; and (ii) we each retain the right to seek injunctive or other equitable relief from a court to prevent (or enjoin) the infringement or misappropriation of our intellectual property rights. In addition, you will retain the right to opt out of arbitration

- entirely and litigate any Dispute if you provide us with written notice of your desire to do so by email at info@makers-edge.com within thirty (30) days following the date you first agree to these Terms.
- iii. **Conducting Arbitration and Arbitration Rules.** The arbitration will be conducted by the American Arbitration Association (“AAA”) under its Consumer Arbitration Rules (the “AAA Rules”) then in effect, except as modified by these Terms. The AAA Rules are available at www.adr.org or by calling 1-800-778-7879. A party who wishes to start arbitration must submit a written Demand for Arbitration to AAA and give notice to the other party as specified in the AAA Rules. The AAA provides a form Demand for Arbitration at www.adr.org. If your claim is for U.S. \$10,000 or less, you may choose whether the arbitration will be conducted solely on the basis of documents submitted to the arbitrator, through a telephonic or video-conference hearing, or by an in-person hearing as established by the AAA Rules. If your claim exceeds U.S. \$10,000, the right to a hearing will be determined by the AAA Rules. Any arbitration hearings will take place in the county (or parish) where you live, unless we both agree to a different location. The parties agree that the arbitrator shall have exclusive authority to decide all issues relating to the interpretation, applicability, enforceability and scope of this arbitration agreement.
 - iv. **Arbitration Costs.** Payment of all filing, administration and arbitrator fees will be governed by the AAA Rules. We’ll pay for all filing, administration and arbitrator fees and expenses if your Dispute is for less than \$10,000, unless the arbitrator finds your Dispute frivolous. If we prevail in arbitration we’ll pay all of our attorneys’ fees and costs and won’t seek to recover them from you. If you prevail in arbitration you will be entitled to an award of attorneys’ fees and expenses to the extent provided under applicable law.
 - v. **Class Action Waiver.** YOU AND MAKER’S EDGE AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR ITS INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. Further, if the parties’ dispute is resolved through arbitration, the arbitrator may not consolidate another person’s claims with your claims, and may not otherwise preside over any form of a representative or class proceeding. If this specific provision is found to be unenforceable, then the entirety of this Dispute Resolution section shall be null and void.
 - vi. **Effect of Changes on Arbitration.** Notwithstanding the provisions of Section 13 “Modifications to the Terms” above, if Maker’s Edge changes any of the terms of this Section 15.2 “Dispute Resolution” after the date you first accepted these Terms (or accepted any subsequent changes to these Terms), you may reject any such change by sending us written notice (including by email to info@makers-edge.com) within 30 days of the date such change became effective, as indicated in the “Effective Date” above or in the date of Maker’s Edge notification to you informing you of such change. By rejecting any

- change, you are agreeing that you will arbitrate any Dispute between you and Maker's Edge in accordance with the terms of this Section 15.2 "Dispute Resolution" as of the date you first accepted these Terms (or accepted any subsequent changes to these Terms).
- vii. **Severability.** With the exception of any of the provisions in Section 15.2(v) of these Terms ("Class Action Waiver"), if an arbitrator or court of competent jurisdiction decides that any part of these Terms is invalid or unenforceable, the other parts of these Terms will still apply.
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16. Miscellaneous

1. **Severability:** If any provision of these Terms is held to be invalid or unenforceable, that provision shall be enforced to the maximum extent permissible, and the remaining provisions shall remain in full force and effect.
 2. **Entire Agreement:** These Terms, together with the Order Form and any referenced policies, constitute the entire agreement between Maker's Edge and you with respect to the Software and supersede all prior agreements and understandings.
 3. **Waiver:** No failure or delay by Maker's Edge in exercising any right under these Terms shall constitute a waiver of that right.
 4. **Assignment:** You may not assign or transfer any of your rights or obligations under these Terms without Maker's Edge's prior written consent. Maker's Edge may freely assign these Terms.
 5. **Notices:** Any notices or other communications provided by Maker's Edge under these Terms, including those regarding material modifications to these Terms, will be given: (i) via email; or (ii) by in-app notification. For notices made by e-mail, the date of receipt will be deemed the date on which such notice is transmitted. You agree to designate one or more points of contact for notices, billing, and privacy and security issues ("Designated POC"). Your default Designated POC is the billing contact email as entered in your Maker's Edge Account. It is your responsibility to ensure this email address is accurate, current, and accessible by an Administrator or someone capable of administering your account.
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17. Contact Information

If you have any questions about these Terms or the Software, please contact Maker's Edge at (info@makers-edge.com) .

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