

Roots Terms of Service

Last updated: October 1, 2026

These Roots Terms of Service (these "**Terms**"), together with each Order Form, form a binding agreement (the "**Agreement**") between Roots, Inc., a Delaware corporation ("**Roots**"), and the business that accepts these Terms or is identified on the Order Form as the customer ("**Customer**").

ROOTS PROVIDES THE SERVICES SOLELY ON THE TERMS AND CONDITIONS SET FORTH IN THE AGREEMENT AND ON THE CONDITION THAT CUSTOMER ACCEPTS AND COMPLIES WITH THEM. BY SIGNING OR ELECTRONICALLY ACCEPTING AN ORDER FORM THAT REFERENCES THESE TERMS, CLICKING OR CHECKING A BOX TO ACCEPT THESE TERMS, OR ACCESSING OR USING THE SERVICES, WHICHEVER HAPPENS FIRST, YOU (A) ACCEPT THESE TERMS AND AGREE THAT CUSTOMER IS LEGALLY BOUND BY THEM; AND (B) REPRESENT AND WARRANT THAT: (I) YOU ARE OF LEGAL AGE TO ENTER INTO A BINDING AGREEMENT; AND (II) IF CUSTOMER IS A CORPORATION, GOVERNMENTAL ORGANIZATION, OR OTHER LEGAL ENTITY, YOU HAVE THE RIGHT, POWER, AND AUTHORITY TO ENTER INTO THE AGREEMENT ON BEHALF OF CUSTOMER AND BIND CUSTOMER TO ITS TERMS. IF CUSTOMER DOES NOT AGREE TO THESE TERMS, ROOTS WILL NOT AND DOES NOT PROVIDE THE SERVICES TO CUSTOMER AND YOU MUST NOT ACCESS OR USE THE SERVICES.

THE SERVICES ARE FOR BUSINESS USE ONLY. CUSTOMER IS ACQUIRING THE SERVICES FOR USE IN ITS TRADE OR BUSINESS AND NOT AS A CONSUMER OR FOR PERSONAL, FAMILY, OR HOUSEHOLD PURPOSES.

1. Definitions. For purposes of the Agreement, the following terms have the following meanings:

"**Active Property**" means, unless otherwise defined in the Order Form, a property for which Customer has received payment for services in the trailing 12 months, as recorded in the Services.

"**Affiliate**" means, with respect to a party, any entity that directly or indirectly controls, is controlled by, or is under common control with that party, where "control" means ownership of more than 50% of the voting interests of the entity.

"**Aggregated Data**" means data derived from Customer Data or from Customer's use of the Services that has been de-identified and aggregated so that it does not identify Customer, any End Customer, or any other individual.

"Authorized Users" means those individuals, including employees, contractors, and agents of Customer and its Affiliates, authorized by Customer to use the Services pursuant to the rights granted under the Agreement. Unless an Order Form states otherwise, there is no limit on the number of Authorized Users.

"Customer Data" means information, data, and other content, in any form or medium, that is submitted, uploaded, or otherwise transmitted by or on behalf of Customer or an Authorized User through the Services, including information about End Customers, but excluding Aggregated Data.

"Customer Portal" means the portal within the Services through which End Customers may sign in to view service information, track technicians, sign estimates, and make payments.

"Documentation" means Roots' end user documentation relating to the Services, including help articles and in-app guidance, as made available by Roots from time to time.

"End Customer" means a homeowner, property manager, homeowners association, or other customer or prospective customer of Customer whose information is included in Customer Data or who uses the Customer Portal.

"Fees" has the meaning given in the Order Form and, if not defined there, means all fees payable by Customer under an Order Form, including the Subscription Fee, the Onboarding Fee, Overage Fees, and Pass-Through Fees.

"Intellectual Property Rights" means any and all registered and unregistered rights granted, applied for, or otherwise now or hereafter in existence under or related to any patent, copyright, trademark, trade secret, database protection, or other intellectual property rights laws, and all similar or equivalent rights or forms of protection, in any part of the world.

"Mobile App" means Roots' mobile application for Authorized Users, including any updates Roots makes available.

"Onboarding Fee" means the one-time fee, if any, stated in an Order Form for Onboarding Services.

"Onboarding Services" means the setup, data migration, training, or other onboarding services, if any, described in an Order Form.

"Order Form" means each order form filled out and signed or electronically accepted by or on behalf of Customer, and accepted by Roots, for Customer's purchase of a subscription to the Services, including the Roots Subscription Order Form.

"Overage Fee" means the fee stated in an Order Form for each Active Property above the committed number of Active Properties.

"Pass-Through Fees" has the meaning given in the Order Form and, if not defined there, means messaging and communications charges (including text, voice, email, phone numbers, and carrier registration fees such as A2P 10DLC fees) that Roots incurs from its providers for Customer's use of the Services.

"Person" means an individual, corporation, partnership, joint venture, limited liability company, governmental authority, unincorporated organization, trust, association, or other entity.

"Roots IP" means the Services, the Documentation, Aggregated Data, and all Intellectual Property Rights in any of them, but does not include Customer Data.

"Services" means the Roots platform for lawn-care business management that Roots provides as a hosted service (referred to in an Order Form as the "Service"), including all features generally available to Roots customers, the Mobile App, the Customer Portal, the AI Features, and any Onboarding Services and support Roots provides under the Agreement.

"Subscription Fee" means the recurring subscription fee stated in an Order Form.

"Subscription Term" means, for each Order Form, the subscription term stated in that Order Form, beginning on the effective start date stated in that Order Form (the "**Effective Start Date**") and ending on the end date stated in that Order Form (the "**End Date**"), together with each renewal term.

"Third Party" means any Person other than Customer or Roots.

"Third-Party Services" means services, software, and content provided by a Third Party, including the providers Roots uses to operate the Services and any third-party product or service that Customer chooses to connect to the Services.

2. Access and Use. Subject to and conditioned upon Customer's payment of the Fees and Customer's compliance with all terms and conditions set forth in the Agreement, Roots hereby grants Customer a non-exclusive, non-sublicensable, non-transferable (except in compliance with Section 19(e)) license, during the Subscription Term and solely by and through its Authorized Users, to access and use the Services, and to download, install, and use the Mobile App on mobile devices used by Authorized Users, in each case in accordance with the Documentation and solely for Customer's internal business purposes.

(a) Order Forms. Customer may purchase subscriptions to the Services under one or more Order Forms. Each Order Form is governed by these Terms, and each subscription includes all features of the Services generally available to Roots customers during the Subscription Term.

(b) Affiliates. Customer's Affiliates may use the Services under Customer's account and subscription, solely through Authorized Users. Customer is responsible for each Affiliate's compliance with the Agreement, and any act or omission of an Affiliate is deemed an act or omission of Customer.

(c) Mobile App. The Mobile App is licensed, not sold. Roots may update the Mobile App from time to time, and Authorized Users may need to install updates to continue using it. Customer shall ensure that Authorized Users obtain the Mobile App only from a source Roots designates.

(d) App Store Terms. If an Authorized User downloads the Mobile App from the Apple App Store or Google Play (each, an "**App Store**"): (i) the Agreement is between Customer and Roots only, and not with Apple Inc. ("**Apple**") or Google LLC ("**Google**"), and Roots, not Apple or Google, is solely responsible for the Mobile App; (ii) Apple has no obligation to provide any maintenance or support services for the Mobile App; (iii) to the maximum extent permitted by law, Apple has no warranty obligation with respect to the Mobile App, and if the Mobile App fails to conform to any applicable warranty, Customer may notify Apple, and Apple will refund the purchase price, if any, for the Mobile App; (iv) Roots, not Apple, is responsible for addressing any claims relating to the Mobile App, including product liability claims, claims that the Mobile App fails to conform to any legal or regulatory requirement, consumer protection claims, and claims that the Mobile App infringes a Third Party's Intellectual Property Rights; (v) Customer shall comply with the usage rules of the applicable App Store; and (vi) Apple and its subsidiaries are third-party beneficiaries of the Agreement as it relates to the Mobile App and may enforce it against Customer.

3. Use Restrictions. Customer shall not, and shall require its Authorized Users not to, directly or indirectly:

(a) use (including make any copies of) the Services or Documentation beyond the scope of the license granted under Section 2;

(b) modify, translate, adapt, or otherwise create derivative works or improvements, whether or not patentable, of the Services or Documentation or any part thereof;

(c) reverse engineer, disassemble, decompile, decode, or otherwise attempt to derive or gain access to the source code of the Services or any part thereof;

(d) remove, delete, alter, or obscure any trademarks or any copyright, trademark, patent, or other intellectual property or proprietary rights notices provided on or with the Services or Documentation, including any copy thereof;

(e) rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer, or otherwise make available the Services, or any features or functionality of the Services, to any Third Party for any reason (other than End Customers' use of the Customer Portal as permitted by the Agreement), whether or not over a network or on a hosted basis, including in connection with the internet or any web hosting, wide area network (WAN), virtual private network (VPN), virtualization, time-sharing, service bureau, software as a service, cloud, or other technology or service;

(f) use the Services or Documentation in violation of any law, regulation, or rule;

(g) use the Services or Documentation for purposes of competitive analysis of the Services, the development of a competing software product or service, or any other purpose that is to Roots' commercial disadvantage;

(h) send text messages or emails, or place calls, through the Services in violation of the Telephone Consumer Protection Act, the CAN-SPAM Act, do-not-call rules, telecommunications carrier requirements (including A2P 10DLC registration rules), or any other law or rule governing telemarketing or electronic communications;

(i) upload, store, or transmit any content that is unlawful, harassing, defamatory, or infringing, or that Customer does not have the right to use;

(j) upload or transmit any virus, worm, malware, or other malicious code;

(k) probe, scan, or test the vulnerability of the Services, circumvent any security or authentication measure of the Services, or access or attempt to access the data of any other Roots customer;

(l) use any robot, scraper, or other automated means to access the Services or extract data from them in a manner that degrades the performance of the Services or places an unreasonable load on Roots' systems;

(m) share a single login credential among multiple individuals; or

(n) manipulate, suppress, or misstate the number of Active Properties, including by deleting, altering, or failing to record payments in the Services, or otherwise circumvent the measurement of Active Properties or the calculation of Fees.

4. Customer Responsibilities. Customer is responsible and liable for all uses of the Services and Documentation through access thereto provided by Customer, directly or

indirectly, and for all activity under its account credentials. Specifically, and without limiting the generality of the foregoing, Customer is responsible and liable for all actions and failures to take required actions with respect to the Services and Documentation by its Authorized Users or by any other Person to whom Customer or an Authorized User may provide access to or use of the Services or Documentation, whether such access or use is permitted by or in violation of the Agreement. In addition:

(a) Accounts and Authorized Users. Customer shall keep its account information accurate and its sign-in credentials secure, give each Authorized User an individual login, and manage the permissions it grants to Authorized Users. Customer shall promptly notify Roots if it believes its account has been accessed without authorization. Customer shall make each Authorized User aware of the provisions of the Agreement that apply to that Authorized User's use of the Services and shall cause each Authorized User to comply with them. Each Authorized User must accept the Authorized User Terms of Use attached as Annex 1 when first signing in to the Services. Any act or omission by an Authorized User that would breach the Agreement if taken by Customer is deemed a breach by Customer.

(b) Messaging Consent. Customer is solely responsible for obtaining all consents required by applicable law before it or its Authorized Users send text messages or emails, or place calls, to End Customers or any other Person through the Services, and for honoring opt-out requests. Customer shall not make consent to receive text messages through the Services a condition of purchasing Customer's goods or services. Roots records consent and processes STOP replies automatically, but those features do not transfer Customer's legal obligations to Roots.

(c) Call Recording. Call recording is on by default for calls placed or received through the Services, and Customer may turn it off in its voice settings. Customer is solely responsible for giving all notices and obtaining all consents required by applicable law to record, transcribe, and summarize calls, including in jurisdictions that require the consent of every party to a call, whether or not Customer uses the spoken disclosure that Roots makes available.

(d) Employee Location. If Customer enables location tracking for its crews, Customer is solely responsible for notifying its employees and other Authorized Users of the tracking and for meeting any notice, consent, or other requirement of applicable law.

(e) Application Records. For pesticide and herbicide applications, Customer remains the record keeper of legal record. The Services store and format application records for Customer, but Roots does not assume Customer's obligations to create, maintain, retain, or report those records, and Customer is responsible for their accuracy and completeness.

(f) Accuracy and Rights. Customer is responsible for the accuracy, quality, and legality of the Customer Data, including all information it enters about End Customers, and for having the right to enter the Customer Data into the Services and to permit Roots to use it as described in the Agreement.

(g) End Customers. Customer is solely responsible for its relationship with its End Customers, including its service terms, pricing, estimates, invoices, refunds, service quality, and disputes. End Customers who use the Customer Portal do so under the Roots Customer Portal Terms of Use posted on Roots' website. Customer shall not make any representation, warranty, or promise to an End Customer on Roots' behalf.

5. Third-Party Services.

(a) Roots' Providers. Roots relies on Third-Party Services to operate the Services, including for hosting, data storage, messaging, calling, payments, maps, call transcription, electronic signatures, AI Features, and accounting integration. The Privacy Policy lists the providers that receive data as part of operating the Services. Roots may add, remove, or replace its providers at any time.

(b) Provider Terms. Customer's use of certain features of the Services requires Customer to accept the terms of the applicable Third-Party Service provider. Roots will identify those terms in the Documentation or at a URL that Roots makes available, and Customer shall comply with them. In particular:

(i) payment processing through the Services is provided by Stripe, Inc. and its affiliates ("**Stripe**"). To accept payments through the Services, Customer must accept the Stripe Connected Account Agreement, which incorporates the Stripe Services Agreement. Stripe, not Roots, is responsible for processing Customer's payments and for holding and settling Customer's funds, which are paid to Customer's own Stripe account. Roots is not a bank, payment processor, or money transmitter, and any fees Stripe charges for payment processing are between Customer and Stripe;

(ii) map features of the Services are subject to the Google Maps/Google Earth Additional Terms of Service (currently at https://maps.google.com/help/terms_maps/), the Google Privacy Policy (currently at <https://policies.google.com/privacy>), the Mapbox Terms of Service (currently at <https://www.mapbox.com/legal/tos>), and the Mapbox Privacy Policy (currently at <https://www.mapbox.com/legal/privacy>), and Customer's use of those features constitutes its acceptance of those terms; and

(iii) text messaging and calling features of the Services are subject to Twilio's Acceptable Use Policy and to the rules and registration requirements of telecommunications carriers, including A2P 10DLC requirements.

(c) Customer-Selected Integrations. If Customer connects a Third-Party Service to the Services, such as Intuit QuickBooks, Customer's use of that Third-Party Service is governed by Customer's agreement with its provider, and Customer authorizes Roots to exchange Customer Data with that Third-Party Service as needed to operate the connection. Roots is not responsible for any Third-Party Service that Customer chooses to connect or for how its provider handles Customer Data once Roots transmits it.

(d) Provider Suspension. If a provider suspends or terminates Roots' access to a Third-Party Service needed for a feature of the Services, Roots may suspend that feature without liability, and the suspension will not be a breach of the Agreement. Roots shall use commercially reasonable efforts to restore the feature or provide a reasonable alternative.

(e) Disclaimer. THIRD-PARTY SERVICES ARE PROVIDED BY THIRD PARTIES, NOT ROOTS. ROOTS DISCLAIMS ALL WARRANTIES AND ALL LIABILITY WITH RESPECT TO THIRD-PARTY SERVICES, AND ANY USE OF A THIRD-PARTY SERVICE IS AT CUSTOMER'S OWN RISK. THIS SECTION 5(e) DOES NOT RELIEVE ROOTS OF ITS OWN OBLIGATIONS UNDER THE AGREEMENT.

6. AI Features. Certain features of the Services, including call transcription, call summaries, and drafting assistance (the "**AI Features**"), use machine learning and artificial intelligence models provided by Third-Party Services. Content generated by the AI Features may be inaccurate, incomplete, or inappropriate, and Customer is responsible for reviewing it before relying on it or sending it to anyone. Roots does not permit its AI providers to use Customer Data to train their models. As between the parties, Customer owns the content that the AI Features generate from Customer Data ("**Output**"), and Output is Customer Data for purposes of the Agreement.

7. Support, Availability, and Service Changes.

(a) Availability. The Services may not be available from time to time including as a result of:

- (i) scheduled maintenance, which Roots shall use commercially reasonable efforts to perform outside normal business hours in the continental United States;
- (ii) emergency maintenance;
- (iii) any event described in Section 19(b); and
- (iv) any outage, delay, or failure of a Third-Party Service.

(b) Support. Roots will provide support for the Services by email and in-app messaging during Roots' normal business hours. Customer acknowledges that access to the Services requires an internet connection, which connection is Customer's sole responsibility.

(c) Support Exclusions. Roots has no obligation to provide support:

(i) if Customer is in breach of the Agreement; or

(ii) for any issue caused by modifications to the Services not made by or with the authorization of Roots, or by use of the Services with any hardware, software, configuration, or operating system not specified in the Documentation or expressly authorized by Roots in writing.

(d) Service Changes. Roots may modify, update, and improve the Services, and may add, change, or remove features, from time to time. Roots shall not, however, materially reduce the core functionality of the Services, taken as a whole, during a paid Subscription Term.

(e) Onboarding Services. If an Order Form includes Onboarding Services, Roots will provide them as described in that Order Form. Customer is responsible for the accuracy of, and its rights to, any data it provides for migration from its prior systems.

8. Suspension.

(a) Grounds. Notwithstanding anything to the contrary in the Agreement, Roots may temporarily suspend Customer's and any Authorized User's access to any portion or all of the Services if:

(i) Roots reasonably determines that (A) there is a threat or attack on any of the Roots IP; (B) Customer's or any Authorized User's use of the Services disrupts or poses a security risk to the Roots IP or to any other customer or vendor of Roots; (C) Customer or any Authorized User is using the Services for fraudulent or illegal activities or in breach of Section 3; (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) Roots' provision of the Services to Customer or any Authorized User is prohibited by applicable law;

(ii) a provider suspends or terminates Roots' access to a Third-Party Service as described in Section 5(d); or

(iii) Roots is entitled to suspend access for non-payment under Section 11(e) (each suspension described in this Section 8(a), a "**Service Suspension**").

(b) Notice and Resumption. Where circumstances reasonably allow, Roots shall notify Customer before a Service Suspension under Section 8(a)(i)(B) or Section 8(a)(i)(C) and give Customer a reasonable opportunity to address the issue. Roots shall use commercially reasonable efforts to provide written notice of any Service Suspension to Customer, to provide updates regarding resumption of access to the Services, and to resume

providing access to the Services as soon as reasonably possible after the event giving rise to the Service Suspension is cured.

(c) No Liability. Roots will have no liability for any damage, liabilities, losses (including any loss of data or profits), or any other consequences that Customer or any Authorized User may incur as a result of a Service Suspension, and Fees continue to accrue during any Service Suspension that results from Customer's acts or omissions.

9. Customer Data.

(a) Ownership. As between Roots and Customer, Customer owns all right, title, and interest, including all Intellectual Property Rights, in and to the Customer Data, and Roots claims no ownership of it.

(b) License to Roots. Customer hereby grants Roots a non-exclusive, royalty-free, worldwide license to reproduce, distribute, and otherwise use and display the Customer Data, and to perform all acts with respect to the Customer Data, as may be necessary for Roots to provide, secure, back up, support, and improve the Services and to create Aggregated Data, including for purposes of:

(i) improving the performance of the Services and developing new features, in each case in ways that do not expose Customer Data to any other Roots customer; and

(ii) verifying Customer's compliance with the terms of the Agreement, including by measuring Active Properties, and enforcing Roots' rights, including all Intellectual Property Rights in and to the Services.

(c) Aggregated Data. Roots may compile Aggregated Data from Customer Data and from Customer's use of the Services. As between the parties, all right, title, and interest in and to Aggregated Data, including all Intellectual Property Rights in it, belong to and are retained solely by Roots, and Roots may use Aggregated Data for any lawful purpose during and after the Subscription Term.

(d) No Sale. Roots does not sell Customer Data and does not share Customer Data with other Roots customers. Roots may disclose Customer Data to the providers of Third-Party Services as needed to operate the Services, as described in the Privacy Policy, and as required by law.

(e) Privacy Policy. Roots handles personal information as described in the Roots Privacy Policy posted at rootssuite.com/privacy (the "**Privacy Policy**").

(f) Export and Deletion. Customer may export Customer Data at any time during the Subscription Term and for at least 30 days after the Agreement expires or terminates, and Roots shall provide reasonable assistance with the export on Customer's

request. After that period, Roots will delete Customer Data in accordance with the retention schedule in the Privacy Policy, except for records that Roots is required by law to retain.

10. Intellectual Property Rights; Feedback. Customer acknowledges and agrees that the Services and Documentation are provided under license, and not sold, to Customer. Customer does not acquire any ownership interest in the Roots IP under the Agreement, or any other rights thereto, other than to use the same in accordance with the license granted and subject to all terms, conditions, and restrictions under the Agreement. Roots and its licensors and service providers reserve and shall retain their entire right, title, and interest in and to the Roots IP and all Intellectual Property Rights arising out of or relating to the Roots IP, except as expressly granted to Customer in the Agreement. Customer shall use commercially reasonable efforts to safeguard its sign-in credentials and the Roots IP from infringement, misappropriation, theft, misuse, or unauthorized access. If Customer or any Authorized User provides Roots with suggestions, comments, ideas, or other feedback about the Services ("**Feedback**"), Customer hereby grants Roots a perpetual, irrevocable, worldwide, royalty-free, fully paid-up, sublicensable, and transferable license to use and exploit the Feedback for any purpose, without obligation to Customer. Roots is not required to use any Feedback.

11. Fees, Overage Fees, Pass-Through Fees, and Payment. All Fees are payable in the manner set forth in the Order Form, without offset or deduction.

(a) Subscription Fee. The Subscription Fee is calculated on the committed number of Active Properties stated in the Order Form. Customer shall pay the Subscription Fee on that committed number for the entire Subscription Term, even if Customer has fewer Active Properties, and no reduction applies for lower actual usage.

(b) Active Properties and Overage Fees. Roots measures Active Properties using the records in the Services, and those records determine the number of Active Properties. Overage Fees and any other quantity-adjustment terms stated in an Order Form apply as stated in that Order Form. If an Order Form does not state an Overage Fee, Roots may invoice each Active Property above the committed number at the price per Active Property per month stated in that Order Form. Unless an Order Form states otherwise, Roots measures Active Properties monthly and invoices Overage Fees monthly in arrears, payable within 30 days after the invoice date.

(c) Pass-Through Fees. Customer shall pay all Pass-Through Fees, which Roots charges at cost, without markup. Unless an Order Form states otherwise, Roots invoices Pass-Through Fees monthly in arrears, payable within 30 days after the invoice date. Roots may change the providers from which it obtains messaging and communications services, and Pass-Through Fees will reflect any change in the charges Roots incurs from its providers, including carrier and registration fees. Pass-Through Fees do not include any fees Stripe charges Customer for payment processing.

(d) Payment; Autopay. Customer shall make all payments under the Agreement in US dollars on or before the due date stated in the Order Form or the applicable invoice. If Customer elects to pay by automatic payment, Customer authorizes Roots and its payment processor to charge the credit card, debit card, or bank account Customer designates for all Fees when due, until Customer revokes the authorization by written notice to Roots. Customer shall keep its payment information current, and revoking the authorization does not relieve Customer of its obligation to pay Fees.

(e) Late Payment; Suspension. If Customer fails to make any payment when due, without limiting Roots' other rights and remedies: (i) Roots may charge interest on the past due amount at the lesser of 1.5% per month and the highest rate permitted under applicable law; (ii) Customer shall reimburse Roots for all reasonable costs incurred by Roots in collecting any late payments or interest, including attorneys' fees, court costs, and collection agency fees; and (iii) if any amount remains unpaid more than 15 days after its due date, Roots may suspend Customer's and its Authorized Users' access to any portion or all of the Services until all past due amounts are paid in full, provided that Roots has given Customer at least 10 days' prior written notice of the past due amount and of the intended suspension.

(f) Invoice Disputes. Customer must notify Roots in writing of any good faith dispute of an invoice within 30 days after the invoice date, describing the dispute in reasonable detail, or the invoice is deemed accepted. Customer shall timely pay all undisputed amounts.

(g) Taxes. All Fees and other amounts payable by Customer under the Agreement are exclusive of taxes and similar assessments. Customer is responsible for all sales, use, and excise taxes, and any other similar taxes, duties, and charges of any kind imposed by any federal, state, or local governmental or regulatory authority on any amounts payable by Customer under the Agreement, other than any taxes imposed on Roots' income.

(h) Renewal Price Increases. Roots may increase the Fees for any renewal term by giving Customer written notice of the increase at least 30 days before the deadline for giving notice of non-renewal stated in the Order Form (or, if the Order Form does not state one, the deadline under Section 13(b)). If Customer objects to the increase by written notice to Roots before the renewal term begins, the Order Form will not renew and will expire at the end of the then-current term, even if the deadline for giving notice of non-renewal has passed. Non-renewal is Customer's sole remedy for a price increase. If Customer does not object before the renewal term begins, the increased Fees apply for the renewal term.

(i) Cancellation and Refunds. Whether an Order Form may be canceled, and whether Fees are refundable, is governed by the Order Form. Notwithstanding anything to the contrary in any Order Form, Roots shall refund prepaid Fees for the unused portion of the Subscription Term when required by Section 13(e), Section 14(c)(ii), or Section 15(a)(ii).

12. Confidentiality.

(a) Definition. From time to time during the Subscription Term, either party (the "**Disclosing Party**") may disclose or make available to the other party (the "**Receiving Party**") information about its business affairs, products, confidential intellectual property, trade secrets, third-party confidential information, and other sensitive or proprietary information, whether orally or in written, electronic, or other form or media, and whether or not marked, designated, or otherwise identified as "confidential" (collectively, "**Confidential Information**"). Roots' pricing and the terms of each Order Form are Roots' Confidential Information. Customer Data is protected under Section 9 and not under this Section 12.

(b) Exclusions. Confidential Information does not include information that: (i) is or becomes generally available to the public other than through the Receiving Party's breach of the Agreement; (ii) was known to the Receiving Party before its disclosure by the Disclosing Party, without restriction; (iii) is rightfully obtained by the Receiving Party on a non-confidential basis from a Third Party; or (iv) is independently developed by the Receiving Party without use of the Disclosing Party's Confidential Information.

(c) Obligations. The Receiving Party shall use the Disclosing Party's Confidential Information only to exercise its rights and perform its obligations under the Agreement, shall protect it with at least reasonable care, and shall not disclose it to any Person except the Receiving Party's and its Affiliates' employees, contractors, service providers, and professional advisers who need to know it for those purposes and are bound by confidentiality obligations at least as protective as this Section 12. The Receiving Party is responsible for any breach of this Section 12 by any Person to whom it discloses Confidential Information.

(d) Required Disclosure. Notwithstanding the foregoing, each party may disclose Confidential Information to the limited extent required (i) in order 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 shall first, to the extent legally permitted, give written notice to the other party and make a reasonable effort to obtain a protective order; or (ii) to establish a party's rights under the Agreement, including to make required court filings.

(e) Return and Duration. On the Disclosing Party's written request after the Agreement expires or terminates, the Receiving Party shall promptly return or destroy the Disclosing Party's Confidential Information, except for copies retained in routine backups or as required by law, which remain subject to this Section 12. The Receiving Party's obligations under this Section 12 continue for 3 years after the Agreement expires or terminates, except that, for any Confidential Information that constitutes a trade secret under applicable law, those obligations continue for as long as it remains a trade secret.

13. Term and Termination.

(a) Term. These Terms shall remain in effect for as long as any Order Form is in effect. Each Order Form shall remain in effect for its Subscription Term, unless

terminated earlier as set forth in the Agreement.

(b) Renewal. The Subscription Term, renewal, and notice of non-renewal for each Order Form are as set forth in that Order Form. If an Order Form does not address renewal, its Subscription Term shall automatically renew for successive 12-month renewal terms unless either party gives the other party written notice of non-renewal at least 30 days before the End Date or the end of the then-current renewal term. Fees for each renewal term are subject to Section 11(h).

(c) Termination for Breach. Either party may terminate the Agreement or the affected Order Form, effective upon written notice to the other party, if the other party materially breaches the Agreement and such breach: (i) is incapable of cure; or (ii) being capable of cure, remains uncured 30 days (or 10 days, in the case of Customer's failure to pay any amount when due) after the non-breaching party provides written notice thereof.

(d) Immediate Termination by Roots. Roots may terminate the Agreement, effective immediately upon written notice to Customer, if Customer breaches Section 3, or if Customer files, or has filed against it, a petition for voluntary or involuntary bankruptcy or pursuant to any other insolvency law, makes or seeks to make a general assignment for the benefit of its creditors or applies for, or consents to, the appointment of a trustee, receiver, or custodian for a substantial part of its property.

(e) Refund or Acceleration. If Customer terminates an Order Form under Section 13(c) because of Roots' uncured material breach, Roots shall refund to Customer any prepaid Fees covering the portion of the Subscription Term after the effective date of termination. If Roots terminates the Agreement or an Order Form under Section 13(c) or Section 13(d), all unpaid Fees for the remainder of the then-current Subscription Term (other than Overage Fees and Pass-Through Fees not yet incurred) become immediately due and payable.

(f) Effect of Expiration or Termination. Upon expiration or earlier termination of an Order Form, the license granted under it shall also terminate, and Customer shall cease using the Services and delete all copies of the Mobile App, Documentation, and other Roots IP in its possession, subject to Customer's right to export Customer Data under Section 9(f). No expiration or termination shall affect Customer's obligation to pay all Fees that may have become due before such expiration or termination, or entitle Customer to any refund, in each case except as set forth in Section 11(i).

(g) Survival. This Section 13(g) and Sections 1, 5(e), 6, 9(c), 9(f), 10, 11, 12, 13(e), 13(f), 14(d), 14(e), 14(f), 15, 16, 17, and 19 survive any expiration or termination of the Agreement.

14. Warranties and Disclaimers.

(a) Roots Warranty. Roots warrants that, during the Subscription Term, the Services will perform materially in accordance with the Documentation.

THE FOREGOING WARRANTY DOES NOT APPLY, AND ROOTS STRICTLY DISCLAIMS ALL WARRANTIES, WITH RESPECT TO ANY THIRD-PARTY SERVICES.

(b) Exclusions. The warranty set forth in Section 14(a) will not apply to any failure that results from Customer's breach of the Agreement, or if Customer, any Authorized User, or any other Person provided access to the Services by Customer or any Authorized User, whether or not in violation of the Agreement:

(i) uses the Services on or in connection with any hardware or software not specified in the Documentation or expressly authorized by Roots in writing;

(ii) modifies the Services or the Mobile App; or

(iii) misuses the Services, including any use of the Services other than as specified in the Documentation or expressly authorized by Roots in writing.

(c) Exclusive Remedy. If, during the Subscription Term, the Services fail to perform materially in accordance with the Documentation, and such failure is not excluded from warranty pursuant to Section 14(b), Roots will, subject to Customer's promptly notifying Roots in writing of such failure:

(i) use commercially reasonable efforts to correct the failure, provided that Customer provides Roots with all information Roots reasonably requests to resolve the reported failure, including sufficient information to enable Roots to recreate such failure; and

(ii) if Roots does not correct the failure within 30 days after receiving Customer's written notice, either party may terminate the affected Order Form by written notice to the other party, and Roots shall refund to Customer any prepaid Fees covering the portion of the Subscription Term after the effective date of termination.

The remedies set forth in this Section 14(c) are Customer's sole remedies and Roots' sole liability under the limited warranty set forth in Section 14(a).

(d) Customer Warranty. Customer represents and warrants that it has, and will maintain throughout the Subscription Term, all rights, licenses, and consents needed to provide the Customer Data to Roots and to permit Roots to use it as described in the Agreement, and to send each message and to place, receive, and record each call that Customer or its Authorized Users send, place, receive, or record through the Services.

(e) EXCEPT FOR THE LIMITED WARRANTY SET FORTH IN SECTION 14(a), THE SERVICES AND DOCUMENTATION ARE PROVIDED TO CUSTOMER "AS IS" AND WITH ALL FAULTS AND DEFECTS WITHOUT WARRANTY OF ANY KIND. TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, ROOTS, ON ITS OWN BEHALF AND ON BEHALF OF ITS AFFILIATES AND ITS AND THEIR RESPECTIVE LICENSORS AND SERVICE PROVIDERS, EXPRESSLY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, WITH RESPECT TO THE SERVICES AND DOCUMENTATION, INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT, AND WARRANTIES THAT MAY ARISE OUT OF COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE, OR TRADE PRACTICE. WITHOUT LIMITATION TO THE FOREGOING, ROOTS PROVIDES NO WARRANTY OR UNDERTAKING, AND MAKES NO REPRESENTATION OF ANY KIND THAT THE SERVICES WILL MEET CUSTOMER'S REQUIREMENTS, ACHIEVE ANY INTENDED RESULTS, BE COMPATIBLE, OR WORK WITH ANY OTHER SOFTWARE, APPLICATIONS, SYSTEMS, OR SERVICES, OPERATE WITHOUT INTERRUPTION, MEET ANY PERFORMANCE OR RELIABILITY STANDARDS OR BE ERROR-FREE, THAT ANY ERRORS OR DEFECTS CAN OR WILL BE CORRECTED, OR THAT ANY LAWN MEASUREMENT, ESTIMATE, ROUTE, ARRIVAL TIME, TRANSCRIPT, SUMMARY, OR OTHER CONTENT GENERATED BY THE SERVICES WILL BE ACCURATE OR COMPLETE.

(f) No Legal or Regulatory Advice. The Services help Customer keep records and manage its business, but Roots does not provide legal, tax, or regulatory advice, and use of the Services does not by itself make Customer compliant with any law, including laws governing pesticide and herbicide applications, text messaging, call recording, employee monitoring, or taxes.

15. Indemnification.

(a) Roots Indemnification.

(i) Roots shall indemnify, defend, and hold harmless Customer from and against any and all losses, damages, liabilities, and costs (including reasonable attorneys' fees) ("**Losses**") incurred by Customer resulting from any claim, suit, action, or proceeding brought by a Third Party ("**Third-Party Claim**") alleging that the Services, or any use of the Services in accordance with the Agreement, infringe such Third Party's US patents, copyrights, or trademarks or misappropriate its trade secrets.

(ii) If a Third-Party Claim under Section 15(a)(i) is made or appears possible, Customer agrees to permit Roots, at Roots' 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 Roots determines that neither alternative is reasonably available, Roots may terminate the affected Order Form, in its entirety or with respect to the

affected component or part, effective immediately on written notice to Customer, and Roots shall refund to Customer any prepaid Fees covering the portion of the Subscription Term after the effective date of termination.

(iii) This Section 15(a) will not apply to the extent that the alleged infringement or misappropriation arises from: (A) use of the Services in combination with data, software, hardware, equipment, or technology not provided by Roots or authorized by Roots in writing or in the Documentation; (B) modifications to the Services not made by Roots; (C) Customer Data; (D) Third-Party Services; or (E) use of the Services in breach of the Agreement.

(b) Customer Indemnification. Customer shall indemnify, hold harmless, and, at Roots' option, defend Roots and its Affiliates and their respective officers, directors, employees, and agents from and against any Losses resulting from any Third-Party Claim arising out of or relating to:

(i) Customer Data, including any claim that Customer Data, or its use in accordance with the Agreement, infringes, misappropriates, or otherwise violates any right of a Third Party;

(ii) messages sent and calls placed, received, or recorded by or on behalf of Customer or its Authorized Users through the Services, including claims under the Telephone Consumer Protection Act, call-recording and wiretap laws, and anti-spam laws;

(iii) any claim by an End Customer or by an employee, contractor, or Authorized User of Customer, except to the extent the claim is covered by Section 15(a) or results from Roots' gross negligence or willful misconduct;

(iv) Customer's or any Authorized User's breach of the Agreement or violation of applicable law; or

(v) Customer's failure to meet its responsibilities under Section 4(b) through Section 4(g).

(c) Procedure. The party seeking indemnification shall promptly notify the indemnifying party in writing of the Third-Party Claim, cooperate with the indemnifying party at the indemnifying party's expense, and allow the indemnifying party sole authority to control the defense and settlement of the Third-Party Claim. A delay in notice relieves the indemnifying party of its obligations only to the extent the delay prejudices it. The indemnifying party shall not settle any Third-Party Claim in a manner that imposes any liability or obligation on, or requires any admission by, the indemnified party without the indemnified party's prior written consent, which shall not be unreasonably withheld. The indemnified party may participate in the defense with counsel of its own choice at its own

expense. For any Third-Party Claim under Section 15(b), Roots may, at its option, control its own defense at Customer's expense.

(d) Sole Remedy. THIS SECTION 15 SETS FORTH CUSTOMER'S SOLE REMEDIES AND ROOTS' SOLE LIABILITY AND OBLIGATION FOR ANY ACTUAL, THREATENED, OR ALLEGED CLAIMS THAT THE SERVICES INFRINGE, MISAPPROPRIATE, OR OTHERWISE VIOLATE ANY INTELLECTUAL PROPERTY RIGHTS OF ANY THIRD PARTY. ROOTS' OBLIGATIONS UNDER THIS SECTION 15 ARE SUBJECT TO SECTION 16.

16. Limitation of Liability. TO THE FULLEST EXTENT PERMITTED UNDER APPLICABLE LAW:

(a) IN NO EVENT WILL EITHER PARTY OR ITS AFFILIATES, OR ANY OF ITS OR THEIR RESPECTIVE LICENSORS OR SERVICE PROVIDERS, BE LIABLE TO THE OTHER PARTY OR ANY THIRD PARTY FOR ANY USE, INTERRUPTION, DELAY, OR INABILITY TO USE THE SERVICES; LOST REVENUES OR PROFITS; DELAYS, INTERRUPTION, OR LOSS OF SERVICES, BUSINESS, OR GOODWILL; LOSS OR CORRUPTION OF DATA; LOSS RESULTING FROM SYSTEM OR SYSTEM SERVICE FAILURE, MALFUNCTION, OR SHUTDOWN; FAILURE TO ACCURATELY TRANSFER, READ, OR TRANSMIT INFORMATION; FAILURE TO UPDATE OR PROVIDE CORRECT INFORMATION; SYSTEM INCOMPATIBILITY OR PROVISION OF INCORRECT COMPATIBILITY INFORMATION; OR BREACHES IN SYSTEM SECURITY; OR FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, OR PUNITIVE DAMAGES, WHETHER ARISING OUT OF OR IN CONNECTION WITH THE AGREEMENT, BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE AND WHETHER OR NOT SUCH PARTY WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

(b) IN NO EVENT WILL ROOTS' AND ITS AFFILIATES', INCLUDING ANY OF ITS OR THEIR RESPECTIVE LICENSORS' AND SERVICE PROVIDERS', COLLECTIVE AGGREGATE LIABILITY UNDER OR IN CONNECTION WITH THE AGREEMENT OR ITS SUBJECT MATTER, UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, INDEMNIFICATION, AND OTHERWISE, EXCEED THE TOTAL FEES (EXCLUDING PASS-THROUGH FEES) PAID BY CUSTOMER TO ROOTS UNDER THE AGREEMENT IN THE 12 MONTHS BEFORE THE EVENT GIVING RISE TO THE CLAIM.

(c) THE EXCLUSIONS IN SECTION 16(a) DO NOT APPLY TO OR LIMIT CUSTOMER'S OBLIGATION TO PAY FEES, CUSTOMER'S OBLIGATIONS UNDER SECTION 15(b), CUSTOMER'S BREACH OF SECTION 3, OR CUSTOMER'S INFRINGEMENT OR MISAPPROPRIATION OF ROOTS' INTELLECTUAL PROPERTY

RIGHTS. NOTHING IN THE AGREEMENT EXCLUDES OR LIMITS ANY LIABILITY THAT CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

(d) THE LIMITATIONS SET FORTH IN SECTION 16(a) AND SECTION 16(b) SHALL APPLY EVEN IF CUSTOMER'S REMEDIES UNDER THE AGREEMENT FAIL OF THEIR ESSENTIAL PURPOSE.

17. Export Regulation; US Government Rights. The Services may be subject to US export control laws, including the Export Control Reform Act and its associated regulations. Customer shall not, directly or indirectly, export, re-export, or release the Services or any Customer Data to, or make the Services accessible from, any jurisdiction or country to which export, re-export, or release is prohibited by law, rule, or regulation. Customer 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 available outside the US. Customer represents and warrants that neither Customer nor any Authorized User is located in, organized under the laws of, or ordinarily resident in any country or region subject to comprehensive US sanctions, or is identified on, or owned or controlled by a Person identified on, any US government list of restricted parties, including the Specially Designated Nationals and Blocked Persons List maintained by the US Department of the Treasury's Office of Foreign Assets Control.

Each of the Documentation and the software components that constitute the Services 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 Customer is an agency of the US Government or any contractor therefor, Customer only receives those rights with respect to the Services and Documentation as are granted to all other end users under license, 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 licensees and their contractors.

18. Changes to These Terms.

(a) Updates. Roots may update these Terms from time to time by posting an updated version at rootssuite.com/terms or any successor URL, together with its effective date.

(b) Version in Effect. The version of these Terms in effect from time to time, as posted at rootssuite.com/terms or any successor URL, governs each Order Form, and each updated version applies as of the effective date posted with it. If Customer does not agree to an updated version, Customer may give notice of non-renewal as provided in the Order Form.

(c) Prior Versions. Roots will make prior versions of these Terms available to Customer on request.

19. Miscellaneous.

(a) All matters arising out of or relating to the Agreement shall be governed by and construed in accordance with the internal laws of the State of Delaware without giving effect to any choice or conflict of law provision or rule. Any legal suit, action, or proceeding arising out of or relating to the Agreement or the transactions contemplated by it shall be instituted exclusively in the federal courts of the United States of America or the courts of the State of Delaware, in each case located in the State of Delaware, and each party irrevocably submits to the exclusive jurisdiction of such courts in any such legal suit, action, or proceeding. Service of process, summons, notice, or other document by mail to such party's address set forth in the Order Form or Section 19(c) shall be effective service of process for any suit, action, or other proceeding brought in any such court. EACH PARTY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL SUIT, ACTION, OR PROCEEDING ARISING OUT OF OR RELATING TO THE AGREEMENT. In any suit, action, or proceeding to collect Fees or other amounts due under the Agreement, the prevailing party is entitled to recover its reasonable attorneys' fees and costs.

(b) In no event shall Roots be liable to Customer, or be deemed to have breached the Agreement, for any failure or delay in performing its obligations under the Agreement (except for any obligations to make payments), if and to the extent such failure or delay is caused by any circumstances beyond Roots' reasonable control, including but not limited to: (i) acts of God; (ii) flood, fire, earthquake, epidemics, pandemics, or explosion; (iii) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest; (iv) government order, law, or actions; (v) embargoes or blockades in effect on or after the date of the Agreement; (vi) national or regional emergency; (vii) strikes, labor stoppages or slowdowns, or other industrial disturbances; (viii) shortage of adequate power or transportation facilities; and (ix) failures, outages, or delays of telecommunications carriers, internet service providers, hosting providers, or other Third-Party Services.

(c) All notices, requests, consents, claims, demands, waivers, and other communications under the Agreement shall be in writing and shall be deemed to have been given: (i) when delivered by hand (with written confirmation of receipt); (ii) when received by the addressee if sent by a nationally recognized overnight courier (receipt requested); (iii) on the date sent by email (with confirmation of transmission) if sent during normal business hours of the recipient, and on the next business day if sent after normal business hours of the recipient; or (iv) on the third day after the date mailed, by certified or registered mail, return receipt requested, postage prepaid. Such communications must be sent to Customer at the address and email address set forth on the Order Form, and to Roots at legal@rootssuite.com, with a copy by mail to Roots, Inc., 2487 Cree Lane, Bozeman MT 59715 (or, in each case, to such other address as may be designated by a party from time to time in accordance with this

Section 19(c)). Roots may also give operational notices, such as service, billing, and account notices, through the Services or by email to Customer's account administrators.

(d) The Agreement, including each Order Form, Annex 1, and all other documents that are incorporated by reference in these Terms, constitutes the sole and entire agreement between Customer and Roots with respect to the subject matter contained in it, and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to such subject matter. If there is any conflict between these Terms and an Order Form, the Order Form controls only as to the commercial terms it expressly addresses (such as Fees, quantities, Overage Fees, the Subscription Term, renewal, cancellation, refunds, and payment), and these Terms control as to all other matters. Any terms in a Customer purchase order, vendor registration, supplier portal, or similar document have no effect, even if Roots accepts or signs it.

(e) Customer shall not assign or otherwise transfer any of its rights, or delegate or otherwise transfer any of its obligations or performance, under the Agreement, in each case whether voluntarily, involuntarily, by operation of law, or otherwise, without Roots' prior written consent, which consent Roots may give or withhold in its sole discretion, except that Roots shall not unreasonably withhold its consent to an assignment of the Agreement in its entirety to a successor to all or substantially all of Customer's business that assumes the Agreement in writing and is not a competitor of Roots. For purposes of the preceding sentence, and without limiting its generality, any merger, consolidation, or reorganization involving Customer (regardless of whether Customer is a surviving or disappearing entity) will be deemed to be a transfer of rights, obligations, or performance under the Agreement for which Roots' prior written consent is required. No delegation or other transfer will relieve Customer of any of its obligations or performance under the Agreement. Any purported assignment, delegation, or transfer in violation of this Section 19(e) is void. Roots may freely assign or otherwise transfer all or any of its rights, or delegate or otherwise transfer all or any of its obligations or performance, under the Agreement without Customer's consent. The Agreement is binding upon and inures to the benefit of the parties and their respective permitted successors and assigns.

(f) The Agreement is for the sole benefit of the parties and their respective successors and permitted assigns and nothing in it, express or implied, is intended to or shall confer on any other Person, including any Authorized User or End Customer, any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of the Agreement, except as set forth in Section 2(d).

(g) These Terms may be amended only as set forth in Section 18, and an Order Form may only be amended, modified, or supplemented by an agreement in writing signed by each party. No waiver by any party of any of the provisions of the Agreement shall be effective unless explicitly set forth in writing and signed by the party so waiving. Except as otherwise set forth in the Agreement, no failure to exercise, or delay in exercising, any right, remedy, power, or privilege arising from the Agreement shall operate or be construed as a

waiver thereof; nor shall any single or partial exercise of any right, remedy, power, or privilege under the Agreement preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.

(h) If any term or provision of the Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of the Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

(i) For purposes of the Agreement, (a) the words "include," "includes," and "including" shall be deemed to be followed by the words "without limitation"; (b) the word "or" is not exclusive; and (c) the words "herein," "hereof," "hereby," "hereto," and "hereunder" refer to the Agreement as a whole. Unless the context otherwise requires, references in these Terms: (x) to Sections and Annexes refer to the Sections of, and Annexes attached to, these Terms; (y) to an agreement, instrument, or other document means such agreement, instrument, or other document as amended, supplemented, and modified from time to time to the extent permitted by the provisions thereof; and (z) to a statute means such statute as amended from time to time and includes any successor legislation thereto and any regulations promulgated thereunder. The Agreement shall be construed without regard to any presumption or rule requiring construction or interpretation against the party drafting an instrument or causing any instrument to be drafted. Each Order Form and Annex 1 shall be construed with, and as an integral part of, the Agreement to the same extent as if they were set forth verbatim in these Terms.

(j) The headings in these Terms are for reference only and do not affect the interpretation of the Agreement.

(k) Roots may identify Customer as a customer of Roots, using Customer's name and logo, on Roots' website and in its marketing materials, in accordance with any reasonable trademark usage guidelines Customer provides. Customer may opt out at any time by email notice to Roots under Section 19(c), and Roots will stop new uses within a reasonable time after receiving the notice.

(l) The relationship between the parties is that of independent contractors. Nothing in the Agreement creates any agency, partnership, joint venture, fiduciary, or employment relationship between the parties, and neither party has authority to bind the other.

(m) Each party acknowledges and agrees that a breach or threatened breach by such party of any of its obligations under Section 12 or, in the case of Customer, Section 3, would cause the other party irreparable harm for which monetary damages would not be an adequate remedy and agrees that, in the event of such breach or threatened breach, the other party will be entitled to equitable relief, including a restraining order, an injunction, specific performance, and any other relief that may be available from any court, without any requirement to post a bond or other security, or to prove actual damages or that monetary

damages are not an adequate remedy. Such remedies are not exclusive and are in addition to all other remedies that may be available at law, in equity, or otherwise.

(n) Customer may accept the Agreement electronically, including by clicking to accept these Terms or electronically signing an Order Form, and electronic acceptance has the same effect as a handwritten signature. An Order Form may be executed in counterparts, each of which is deemed an original, but all of which together are deemed to be one and the same agreement.

ANNEX 1

AUTHORIZED USER TERMS OF USE

These Authorized User Terms of Use ("**Terms of Use**") govern your use of the Services, provided to you ("**you**" or "**your**") for use pursuant to and subject to an agreement (the "**Customer Agreement**") between Roots, Inc. and your employer or other business that has authorized you to use the Services. Capitalized terms used but not defined in these Terms of Use, including "Roots," "Customer," and "Services," have the meanings given to them in the Roots Terms of Service posted at rootssuite.com/terms or any successor URL.

BY CLICKING THE "ACCEPT" BUTTON, CHECKING THE "ACCEPT" BOX, OR OTHERWISE ACCEPTING THESE TERMS OF USE IN THE ROOTS WEB OR MOBILE APPLICATION, YOU: (i) REPRESENT THAT YOU ARE DULY AUTHORIZED BY CUSTOMER TO ACCESS AND USE THE SERVICES; AND (ii) ACCEPT THESE TERMS OF USE AND AGREE THAT YOU ARE LEGALLY BOUND BY THEM. IF YOU DO NOT AGREE TO THESE TERMS OF USE, DO NOT ACCEPT THEM, AND YOU WILL HAVE NO LICENSE TO, AND MUST NOT ACCESS OR USE, THE SERVICES.

1. License Grant. Subject to your compliance with these Terms of Use, Roots hereby grants you a non-exclusive, non-transferable, non-sublicensable license to use the Services solely in accordance with Roots' instructions and Customer's authorization, on Customer's behalf and for Customer's internal business purposes, including by installing the Roots mobile application on a device you use for Customer's work. The foregoing license will terminate immediately on the earlier to occur of:

- (a) the expiration or earlier termination of the Customer Agreement or of Customer's subscription to the Services; or
- (b) your ceasing to be authorized by Customer to use the Services for any or no reason.

2. Use Restrictions. You shall not, directly or indirectly:

- (a) use the Services except as set forth in Section 1;
- (b) modify, translate, adapt, or otherwise create derivative works or improvements, whether or not patentable, of the Services or any part thereof;
- (c) reverse engineer, disassemble, decompile, decode, or otherwise attempt to derive or gain access to the source code of the Services or any part thereof;
- (d) remove, delete, alter, or obscure any trademarks or any copyright, trademark, patent, or other intellectual property or proprietary rights notices included on or in the Services;

(e) rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer, or otherwise provide any access to or use of the Services or any features or functionality of the Services, for any reason, to any other person or entity, whether or not over a network and whether or not on a hosted basis, including in connection with the internet, web hosting, wide area network (WAN), virtual private network (VPN), virtualization, time-sharing, service bureau, software as a service, cloud, or other technology or service;

(f) use the Services in violation of any law, regulation, or rule, including laws governing text messages, calls, call recording, and email;

(g) use the Services for purposes of competitive analysis of the Services, the development of a competing software product or service, or any other purpose that is to Roots' commercial disadvantage;

(h) share your sign-in credentials with anyone else or use anyone else's credentials;

(i) upload or transmit any unlawful or infringing content or any virus, malware, or other malicious code, probe, scan, or circumvent any security measure of the Services, or access or attempt to access information you are not authorized to access; or

(j) use any automated means to extract data from the Services, or alter, delete, or misstate property or payment records in order to change how Customer's fees are calculated.

3. Messaging, Calls, and Location.

(a) Text messages, emails, and calls you send or place through the Services are sent on Customer's behalf. You shall follow Customer's instructions and applicable law on consent, opt-outs, and call recording, and you acknowledge that calls placed or received through the Services may be recorded, transcribed, and summarized.

(b) If Customer enables location tracking, the Roots mobile application records your device's location while you are on the clock so that Customer can see route progress and give its customers arrival times. Customer, not Roots, is responsible for notifying you of location tracking and for meeting any notice requirements that apply. Roots handles information about you as described in the Roots Privacy Policy at rootssuite.com/privacy.

4. Intellectual Property Rights. You acknowledge that the Services are provided under license, and not sold, to you. You do not acquire any ownership interest in the Services under these Terms of Use, or any other rights to the Services other than to use the Services in accordance with the license granted under these Terms of Use, subject to all terms, conditions, and restrictions. Roots and its licensors and service providers reserve and shall retain their entire right, title, and interest in and to the Services and all intellectual property rights arising out of or relating to the Services, subject to the license expressly granted to Customer in the

Customer Agreement. You shall use commercially reasonable efforts to safeguard the Services, including your sign-in credentials, from infringement, misappropriation, theft, misuse, or unauthorized access.

5. Disclaimer of Liability. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL ROOTS OR ITS AFFILIATES, OR ANY OF ITS OR THEIR RESPECTIVE LICENSORS OR SERVICE PROVIDERS, BE LIABLE TO YOU FOR ANY USE, INTERRUPTION, DELAY, OR INABILITY TO USE THE SERVICES. YOU ARE PROVIDED THE SERVICES PURSUANT TO THE CUSTOMER AGREEMENT, SOLELY FOR THE BENEFIT OF CUSTOMER AND AT CUSTOMER'S DISCRETION. YOU ACKNOWLEDGE THAT YOU HAVE NO RIGHTS UNDER THE CUSTOMER AGREEMENT, INCLUDING ANY RIGHTS TO ENFORCE ANY OF ITS TERMS. ANY OBLIGATION OR LIABILITY ROOTS OR ITS AFFILIATES, OR ANY OF ITS OR THEIR LICENSORS OR SERVICE PROVIDERS, MAY HAVE WITH RESPECT TO YOUR USE OR INABILITY TO USE THE SERVICES SHALL BE SOLELY TO CUSTOMER PURSUANT TO THE CUSTOMER AGREEMENT AND SUBJECT TO ALL LIMITATIONS OF LIABILITY SET FORTH IN IT.

6. Export Regulation. The Services may be subject to US export control laws, including the Export Control Reform Act and its associated regulations. You shall not, directly or indirectly, export, re-export, or release the Services to, or make the Services accessible from, any jurisdiction or country to which export, re-export, or release is prohibited by law, rule, or regulation. 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 available outside the US. You represent that you are not located in any country or region subject to comprehensive US sanctions and are not identified on any US government list of restricted parties.

7. Governing Law. These Terms of Use are governed by and construed in accordance with the internal laws of the State of Delaware without giving effect to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than those of the State of Delaware.