

## Terms & Conditions

### 1. Recitals.

1.1 **TruNorth Dynamics, LLC**, is a North Dakota limited liability company, 4833 Front St. Unit B-223, Castle Rock, CO 80109, d/b/a “BizApps Unlocked” (“**BizApps Unlocked**”, “**TruNorth**”, “**us**”, or “**we**”).

1.2 BizApps Unlocked is engaged in the business of developing and providing software tools and services that operate within customers’ Microsoft environments (the “Service”) in exchange for Service Fees.

2. **Agreement; Consent; Amendment.** These Terms and Conditions (the “**Agreement**”) are made between BizApps Unlocked and you (“**you**” or “**Customer**”). By clicking “Agree” to this Agreement and/or using the Service, you consent to be legally bound to this Agreement. If you do not consent to this Agreement, you shall not use the Service, and you shall click “Disagree” when presented with the option. This Agreement supersedes all prior agreements between you and BizApps Unlocked. We, at any time for any reason or no reason at all, reserve the right to immediately terminate this Agreement and deny you access to the Service. We may amend this Agreement at any time for any reason or no reason at all. You consent to any such amendments by continued access to or use of the Service. If you do not consent to the amendment, you shall stop accessing and using the Service.

3. **Privacy Policy.** Through use of the Service, you consent to BizApps Unlocked’s collection and use of Content and information as provided by the Privacy Policy attached as Exhibit A to this Agreement (the “**Privacy Policy**”). You consent to the Privacy Policy. You consent to BizApps Unlocked’s collection of such information.

4. **Intellectual Property.** You consent and agree that Microsoft’s intellectual property policies (<https://www.microsoft.com/en-us/legal/intellectualproperty/infringement>) as applicable to the Parties and Service, are incorporated within and made part of this agreement.

### 5. Licenses.

5.1 **Our License to You.** The Service may include software (including, but not limited to, tools, connectors, configurations, or scripts) developed by BizApps Unlocked (“**BizApps Unlocked Software**”). Subject to your compliance with this Agreement, BizApps Unlocked gives you a limited, non-exclusive, non-sublicensable, revocable, non-transferable license to use the Service and related BizApps Unlocked Software.

5.2 **Your License to Us.** You grant BizApps Unlocked a non-exclusive, royalty-free, revocable, and limited license to use your Content solely as needed to perform analytics, improve the Services, and enhance the overall customer experience. You may revoke this license at any time by sending written notice to [info@bizappsunlocked.com](mailto:info@bizappsunlocked.com); however, doing so may impact BizApps Unlocked's ability to provide the Services, and in such cases, BizApps Unlocked reserves the right to modify, limit, or terminate the affected Services.

*BizApps Unlocked does not access, monitor, or manipulate the customer's environment beyond the described analytic and refinement purposes.*

**5.3 Third Party Software.** The Service may integrate services or software developed by Third Parties, including, without limitation, Microsoft, Inc. ("**Third Party Services and Software**"). By using the Service, you agree to be bound by each Third Party service's terms, conditions, and Software license agreement ("**Third Party Services and Software Agreement**"). You acknowledge that breach of any Third Party Services and Software Agreement may result in the restriction of features or a total loss of access to the Service.

**6. Scope of Services.** The Service includes access to BizApps Unlocked-developed tools designed to support operations such as automated processing, data handling, or system configuration within your Microsoft tenant. BizApps Unlocked will provide basic product support consisting of guidance, troubleshooting steps, and documentation to assist customers in configuring and using the Service effectively. Because the Service operates entirely within the customer's environment, BizApps Unlocked does not guarantee hands-on remediation and may be limited in its ability to resolve issues directly.

BizApps Unlocked does not warrant that the Service will achieve any specific business result or be free from interruptions due to third-party platform behavior.

The following are *not* included in the Service and will be considered out-of-scope, subject to billing on a time and materials basis:

- Custom modifications or enhancements to the product or its functionality
- Troubleshooting of customer-specific Azure infrastructure, customer-specific Dynamics 365 customizations, or configuration issues not caused by BizApps Unlocked software
- Deployment or reconfiguration of Azure WebJobs, Dynamics 365 customizations, or other related resources not initially set up by BizApps Unlocked
- Custom scripting, automation, or integration efforts
- Any services not explicitly stated as included in this Agreement

**7. Resale and Use by Third Parties.** You acknowledge that the Service may be purchased through third-party marketplaces or resellers, including but not limited to other Microsoft Dynamics partners. BizApps Unlocked makes no representations, warranties, or commitments to any end users who obtain the Service through such resellers. Resellers are solely responsible for their communications, support obligations, and compliance with applicable laws and agreements. BizApps Unlocked disclaims all liability for acts, omissions, or performance of such resellers or marketplace providers.

**8. Limited Storage of Customer Data.** Unless specifically defined in the functionality of the service, the service stores only customer data necessary for billing and configuration of the service. All other customer data remains solely within the customer's Microsoft Azure tenant or infrastructure. You acknowledge and agree that BizApps Unlocked has limited access to, and

disclaims all responsibility for, the integrity, retention, backup, recovery, or security of any data processed through the Service.

9. **Customer's Responsibility for Security.** Since the Service operates entirely within the customer's own Microsoft tenant and infrastructure, the customer is solely responsible for access control, identity management, data security, network configuration, and other protections within their environment. Unless specifically defined in the functionality of the service BizApps Unlocked does not monitor or control any part of the customer's system and disclaims all liability for security breaches, unauthorized access, or data loss resulting from the customer's configurations or environment.

10. **Dependency on Third-Party Services and Software.** The Service relies on third-party platforms, services, and software—including, without limitation, those provided by Microsoft and other vendors. BizApps Unlocked disclaims any liability related to the performance, availability, security, accuracy, or support of such third-party components. If a third-party provider changes, discontinues, or limits functionality in a way that affects the Service, BizApps Unlocked shall not be responsible for any resulting disruption or limitation. Use of the Service requires compliance with all applicable third-party terms and conditions.

11. **Fees; Taxes.**

11.1 **Service Fee.** For using the Service, you shall pay BizApps Unlocked a service fee, which may include payment processing fees, tax processing fees, our fee for rendering the Service, and other costs, expenses, and fees (collectively, the "**Service Fee**"). BizApps Unlocked agrees to show you the applicable Service Fee for each transaction. We reserve the right to change the Service Fee in its sole and absolute discretion at any time. Customers will be billed on a monthly basis. Payments are due within 30 days of the invoice date. Late payments may incur additional charges as specified in the invoice.

11.2 **Time and Materials Basis.** Any services requested by the customer that fall outside the Scope of Services will be billed on a time and materials basis at BizApps Unlocked's then-current hourly rates, which are subject to change with 30 days' written notice. Required materials, including third-party licenses or infrastructure resources, will be billed at cost plus any applicable handling fees. When feasible, BizApps Unlocked will provide an estimate of the anticipated time and cost before work begins. Work will only proceed upon written authorization from the customer. Estimates are not guarantees, and actual costs may vary. All payments are due within 30 days of the invoice date.

11.3 **Taxes.**

- (a) **Taxes.** You shall pay all Taxes due and owing under Applicable Law.
- (b) **Tax Returns.** You shall file all Tax Returns required under Applicable Law.

(c) **Withholding.** We reserve the right to withhold Taxes and remit the withheld amounts to the applicable tax authority ("**Tax Withholding**"). You consent to this and shall cooperate with BizApps Unlocked's Tax Withholding.

11.4 **Date and Time of Charge.** BizApps Unlocked reserves the right to determine the date and time the Service Fees are charged. BizApps Unlocked reserves the right to change the date and time the Service Fees are charged without notice to you.

12. **Geographical Restriction.** BizApps Unlocked reserves the right to restrict the geographic availability of the Service at any time.

13. **Your Factual Representations.** In addition to the other factual representations you make in this Agreement, you represent to us the following facts are true:

13.1 You are 18 years of age or older.

13.2 You have the right to use the Content uploaded or provided for the Service.

13.3 If you are a Business Entity, you are authorized to use the Service on behalf of the Business Entity.

13.4 Any information you give to BizApps Unlocked, including but not limited to your name, address, phone number, email, identification, and Listed Item information, is accurate and complete.

13.5 You have not and are not infringing on any Person's intellectual property rights.

14. **Your Obligations.** In addition to the other obligations stated in this Agreement, you are bound by the following obligations:

14.1 You shall comply with Applicable Laws.

14.2 You shall not breach any other Person's legal or contractual rights, including privacy and intellectual rights.

14.3 You shall not abuse, harm, interfere with, or disrupt the Service. For example, you must not access or use the Service in fraudulent or deceptive ways, introduce malware, spam, hack, bypass systems, or bypass protective measures.

14.4 You shall not copy, modify, distribute, or sell the Service to any other Person.

14.5 You shall not copy, modify, distribute, sell, or license BizApps Unlocked Software.

15. **Breach.** If BizApps Unlocked determines, in its sole and absolute discretion, that you have breached (whether material or not) this Agreement or any Third Party Services and Software BizApps Unlocked can take any action permitted by Applicable Law, including but not limited to, suspending access to the Services or terminating your account.

16. **Relationship.**

- 16.1 **No Agency Relationship.** BizApps Unlocked is not your agent. You are not BizApps Unlocked's agent.
- 16.2 **No Joint Venture or Partnership.** BizApps Unlocked is not your joint venture or partner.
- 16.3 **Microsoft and other Third Parties.** BizApps Unlocked is not affiliated with, partnered with, nor an agent of Microsoft or any other Third Party.
- 16.4 **No Fiduciary Relationship.** BizApps Unlocked has no fiduciary relationship with you.
17. **No Professional Advice.** You acknowledge, understand, and agree that:
- 17.1 BizApps Unlocked provides no advice of any kind whatsoever.
- 17.2 You alone are responsible for all corporate, tax, securities and other legal reporting, payment and compliance aspects of your personal and business activities.
- 17.3 Any information, forms, and materials provided by BizApps Unlocked are provided to you for informational and educational purposes only and do not constitute advice.
- 17.4 BizApps Unlocked has not formed any privileged relationship with you. If you communicate with us, then your communication may not be subject to any confidentiality restrictions.
18. **Indemnification.** You shall indemnify, defend, and hold the BizApps Unlocked Parties from and against all Claims brought against any one or more BizApps Unlocked Parties related to your use of the Service, your Content, your breach of this Agreement, or your own acts or failure to act.
19. **Reservation of Rights.** BizApps Unlocked reserves the right to take any action that is not restricted by this Agreement. As a point of clarification and not limitation, we reserve the right to change this Agreement and Service without notice to you.
20. **DISCLAIMERS AND WAIVERS.** TO THE EXTENT ALLOWED BY APPLICABLE LAW, YOU, FOR YOURSELF AND ON BEHALF OF YOUR RELATED PARTIES, AGREE AS FOLLOWS:
- 20.1 **DATA/CONTENT LOSS DISCLAIMER.** BIZAPPS UNLOCKED IS NOT RESPONSIBLE FOR ANY CONTENT DATA LOSS THAT MAY OCCUR DURING THE BACKUP PROCESS OR WHILE DATA IS STORED IN THE AZURE STORAGE ACCOUNT, DATAVERSE, OR OTHER DATA STORAGE. CUSTOMERS ARE ENCOURAGED TO MAINTAIN THEIR OWN BACKUP SYSTEMS AND DATA RECOVERY PLANS.
- 20.2 **WARRANTY DISCLAIMER.** WE PROVIDE OUR SERVICES "AS IS" AND "AS AVAILABLE" AND WITHOUT ANY EXPRESS, IMPLIED, OR STATUTORY WARRANTIES, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. AS A POINT OF CLARIFICATION AND NOT LIMITATION, BIZAPPS UNLOCKED DOES NOT MAKE ANY WARRANTIES ABOUT THE

CONTENT OR FEATURES OF THE SERVICE, INCLUDING THEIR ACCURACY, RELIABILITY, AVAILABILITY, QUALITY, SUITABILITY, SAFETY, OR ABILITY TO MEET YOUR NEEDS.

**20.3 NEGLIGENCE LIABILITY WAIVER.** YOU IRREVOCABLY WAIVE ALL ORDINARY NEGLIGENCE CLAIMS AGAINST BIZAPPS UNLOCKED AND THE BIZAPPS UNLOCKED RELATED PARTIES. YOU DO NOT WAIVE CLAIMS FOR GROSS NEGLIGENCE OR INTENTIONAL MISCONDUCT.

**20.4 WAIVER ON LIMITATIONS ON DAMAGES.** YOU IRREVOCABLY WAIVE ALL OF THE FOLLOWING DAMAGES:

- (a) LOST PROFITS, REVENUES, BUSINESS INTERRUPTION, BUSINESS OPPORTUNITIES, GOODWILL, OR ANTICIPATED SAVINGS.
- (b) INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES.
- (c) PUNITIVE DAMAGES.

**20.5 JURY WAIVER.** YOU IRREVOCABLY WAIVE THE RIGHT TO A JURY TRIAL.

## **21. Agreement Construction and Application.**

**21.1 Definitions.** In addition to terms defined in the body of this Agreement, the following terms shall have the following meanings:

- (a) **“Applicable Law”** means all applicable international, federal, state, and local laws, regulations, ordinances, resolutions, and treaties.
- (b) **“Business Entity”** means any firm, partnership, association, corporation, limited liability company, company, trust, or other business organization.
- (c) **“Claims”** include any obligation, contractual duty, promise, covenant, agreement, contract, representation, warranty, charge, complaint, dispute, difference, legal duty (including the duty of care and any fiduciary duty), claim, liability, controversy, damages, injuries, relief, remedy, action, cause of action, suit, lawsuit, debt, right, demand, cost, loss, and expense, whether known or unknown, suspected or unsuspected, asserted or unasserted, accrued or contingent, past or future, direct or indirect, at law or in equity.
- (d) **“Content”** means any of your data, including information, photographs, and video.
- (e) **“Parties”**, without additional qualification, means BizApps Unlocked and you.
- (f) **“Party”**, without additional qualification, means either BizApps Unlocked or you.
- (g) **“Person”** means any natural person, firm, partnership, association, corporation, limited liability company, company, trust, other organization (whether or not a legal entity), public body or government agency.

- (h) **“BizApps Unlocked Parties”** means BizApps Unlocked and BizApps Unlocked’s members, governors, managers, officers, employees, agents, contractors, insurers, representatives, attorneys, successors, and assigns.
- (i) **“Tax Returns”** includes all tax returns related to Taxes.
- (j) **“Third Parties”** means any Person not a Party to this Agreement.
- (k) **“Taxes”** means income, sales, use, excise, value-added, property, or similar taxes, levies, or duties pursuant to Applicable Law.
- (l) **“You”** means you, the user of the Service.
- (m) **“Your Related Parties”** means you and your members, shareholders, partners, general partners, limited partners, governors, directors, managing partners, managers, officers, employees, agents, contractors, insurers, representatives, attorneys, successors, and assigns.
- (n) **“Service”** means the software, tools, code artifacts, documentation, and related support made available by BizApps Unlocked through marketplaces or direct engagement, including configurations that execute within the customer’s cloud environment.

**21.2 Entire Agreement.** This Agreement and its exhibits constitute the entire understanding between the Parties with respect to this Agreement subject matter. This Agreement supersedes all other representations, warranties, agreements, whether written or oral, between the Parties.

**21.3 No Reliance or Inducement.** If any party has made any representation to another party that is not contained in this Agreement, such party represents to each other party that it has not relied upon the representation and it has not induced it to enter into this Agreement.

**21.4 Governing Law.** All questions concerning the construction, validity, and interpretation of this Agreement and the performance of the obligations imposed by this Agreement shall be governed by the internal law, not the law of conflicts, of the State of Texas.

**21.5 No Third-Party Beneficiaries.** This Agreement has no Third-Party beneficiaries.

**21.6 Further Assurances.** The Parties shall execute all documents and perform such other acts as may be reasonably necessary or expedient to further the purposes of this Agreement.

**21.7 Modification.** No change or modification of this Agreement shall be valid without BizApps Unlocked’s written consent.

**21.8 Drafting of Agreement.** This Agreement shall not be construed or interpreted for or against any party hereto because that party drafted or caused the party’s legal representative to draft any of its provisions.

**21.9 Force Majeure.** In no event shall BizApps Unlocked be responsible or liable to you for any failure or delay in the performance of its obligations hereunder arising out of or caused by, directly or indirectly, forces beyond its control, including, without limitation, strikes, work stoppages, accidents, acts of war or terrorism, civil or military disturbances, viruses, bacteria, pandemics, nuclear or natural catastrophes or acts of God, and interruptions, loss or malfunctions of utilities, communications, or computer (software and hardware) services.

**21.10 Headings.** Headings are included for reference purposes only and are not to be given any substantive effect.

**21.11 No Implied Waivers.** If a party delays or fails in exercising its right or remedy, such delay or failure shall not operate as an implied waiver.

**21.12 Severability.** If any court holds a provision of this Agreement is unenforceable, then:

- (a) that provision shall be modified to the minimum extent necessary to make the provision enforceable;
- (b) the rest of this Agreement will remain in effect as written; and
- (c) any unenforceable provision shall remain as written in any circumstances other than those in which the provision is held to be unenforceable.

**21.13 Survival.** Each party's representations and obligations under this Agreement survive this Agreement and therefore shall continue in full force and effect.

**21.14 Binding Provisions.** This Agreement binds each party and each party's heirs, personal representatives, successors, and assigns.

**21.15 Voluntary Acknowledgment.** This Agreement is personal to you. You shall not assign your rights or delegate your duties without BizApps Unlocked's written consent, which may be withheld for any reason or no reason at all. BizApps Unlocked reserves the right to assign its rights and delegate its duties without your consent.

**21.16 Binding Agreement.** This Agreement constitutes a legally binding contract between you and TruNorth. You represent to us that: (1) you've carefully read this Agreement; (2) you've had a meaningful opportunity to communicate to us your questions, comments, and concerns related to this Agreement; (3) you understand that the Agreement is not a "take-it-or-leave it" contract and that you can negotiate the terms of this Agreement; (4) you understand you may engage another vendor for the same or similar service; (5) the Service is not a public or essential service; and (6) you are under no duress, menace, threat, coercion, or compulsion to sign this Agreement.

[Agree]

[Disagree]

## Exhibit A – Privacy Policy

### 1. **Recitals.**

1.1 This Privacy Policy describes how BizApps Unlocked and its affiliates process information in relation to your use of the Terms and Conditions Agreement.

1.2 All defined terms in this Privacy Policy have the same definition as in the Terms and Conditions Agreement.

2. **Personal Information We Collect.** We collect your Content, including data and other information about you when you use the Service. Without it, we may not be able to provide the Service. If you choose not to provide this information, your use of the Service may be limited. This information may include:

2.1 Contact information, including phone number, address, and email address;

2.2 Payment information;

2.3 Photo identification; and

2.4 Microsoft Azure Cold Storage Account Data.

3. **Payment Information We Collect.** Our Third-Party payment portal providers may collect certain payment information about you when you use the Service. Without it, we cannot help facilitate secure payments for services requested. If you choose not to provide this information, your use of the Service may be limited. This information may include:

3.1 Billing address (if different from your personal address);

3.2 Debit/credit card information;

3.3 Bank account information; and

3.4 Payment transaction information such as payment instrument used, date and time, payment amount, and other related transaction details.

4. **Location Information We Collect.** We may collect information such as precise or approximate location determined from your IP address or mobile device's GPS, depending on your device settings.

5. **Device Information We Collect.** When you use the Service, we may collect certain information related to your device. This information may include:

5.1 Usage information, including application usage, such as time spent using the Service, and other actions related to the Service.

5.2 Log data and device information such as details about how you've used the Service, device type, IP address, access dates and times, hardware and software information, device information, device event information, unique identifiers, crash data, cookie data, image folder access, and notification settings.

6. **Information We Collect From Third Parties.** We may collect personal information about you from other sources, such as:

6.1 If you connect to or use Service with a third-party service (e.g. Microsoft), you direct the third-party service to send us information such as your account information and other information as controlled by that service or as authorized by you via your privacy settings at that service.

6.2 To the extent permitted by applicable laws, we may obtain reports of criminal records, sex offender registrations, and other information about you and/or your background. We may use your information, including your full name and date of birth, to obtain such reports.

6.3 To the extent permitted by applicable law, we may receive additional information about you, such as references, demographic data, or information to help detect fraud and safety issues from third-party service providers and/or partners and combine it with information we have about you.

7. **Sharing With Service Providers.** We may share your Content and information with affiliated and unaffiliated service providers to help us run our business and for their compliance purposes, including service providers that help us: (i) verify your identity or authenticate your identification documents, (ii) check information against public databases, (iii) conduct background or police checks, fraud prevention and risk assessment, (iv) perform product development, maintenance and debugging, (v) allow the provision of the Services through third-party platforms and software tools, (vi) provide customer service, advertising. Information we share with Third-Party providers will be kept secure in conjunction with our use of your information.

8. **Business Transfers.** If BizApps Unlocked undertakes or is involved in any merger, acquisition, reorganization, sale of assets, bankruptcy, or insolvency event, then we may sell, transfer, or share some or all of our assets, including your information in connection with such transaction or in contemplation of such transaction (e.g., due diligence).

9. **Complying With Law, Responding to Legal Requests.** We may disclose your information to courts, law enforcement, governmental or public authorities, tax authorities, or authorized third parties, if and to the extent we are required or permitted to do so by law or where disclosure is reasonably necessary to: (i) comply with our legal obligations, (ii) comply with a valid legal request (such as a subpoena or court order) or to respond to claims asserted against BizApps Unlocked, (iii) respond to a valid legal request relating to a criminal investigation to address alleged or suspected illegal activity, or to respond to or address any other activity that may

expose us, you, or any other of our users to legal or regulatory liability, (iv) enforce and administer our agreements with Users, including our User Agreement, or (v) protect the rights, property or personal safety of BizApps Unlocked, its employees, or its customers.

## **10. How We Use the Information We Collect.**

### **10.1 Support and Improve the Development of the Service.** Such use includes:

- (a) detect and prevent fraud, spam, abuse, security and safety incidents, and other harmful activity,
- (b) conduct security investigations and risk assessments,
- (c) verify or authenticate Content and information provided by you,
- (d) conduct checks against databases and other information sources, including background or police checks,
- (e) comply with our legal obligations,
- (f) resolve disputes,
- (g) enforce agreements with third parties,
- (h) comply with law, respond to legal requests, prevent harm, and protect our rights,
- (i) enforce our Agreement and other policies.

### **10.2 Provide, Personalize, Measure, and Improve our Advertising and Marketing.** For example, to:

- (a) send you promotional messages, marketing, advertising, and other information based on your preferences,
- (b) personalize, measure, and improve our advertising,
- (c) administer referral programs, rewards, surveys, sweepstakes, contests, or other promotional activities or events sponsored or managed by BizApps Unlocked or its third-party partners,
- (d) analyze characteristics and preferences to send you promotional messages, marketing, advertising, and other information that we think might be of interest to you.

## **11. Other Important Information.**

**11.1 Changes To This Privacy Policy.** We reserve the right to modify this Privacy Policy at any time in accordance with Applicable Law. If we do so, we will post the revised Privacy Policy. If you disagree with the revised Privacy Policy, you can stop using the Service. If you do not stop using the Service before the date the revised Privacy Policy becomes effective, your continued access to or use of the Service will be subject to the revised Privacy Policy.

**11.2 Data Retention and Deletion.** We will retain the information we collect for as long as you use the Service. Information related to taxes or as otherwise required by any government agency will be retained by us in accordance with Applicable Laws.

**11.3 Contact Us.** If you have any questions, concerns or other inquiries related to this privacy policy, you may contact us at [info@bizappsunlocked.com](mailto:info@bizappsunlocked.com).

**11.4 Your Consent.** In using the Service in any capacity, you explicitly consent to the collection and sharing of your information in the manner stated in this policy. If you wish to revoke your consent, you may do so by terminating your use of the Service. Upon termination, all information collected by us will be deleted. Once we delete your personal information, we can no longer provide you with access to the information.