

MERCHANT TERMS AND CONDITIONS OF USE AGREEMENT

BY USING OR BY OTHERWISE ACCEPTING THE "ROUND 2 PLATFORM" (AS DEFINED IN SECTION 30 – "DEFINITIONS"), YOU AGREE TO THESE MERCHANT TERMS AND CONDITIONS OF USE (THESE "TERMS"). THESE TERMS, TOGETHER WITH ANY PURCHASE ORDER, ROUND 2'S PRIVACY POLICY, END USER LICENSE AGREEMENT, ONLINE ORDERING SYSTEM TERMS AND CONDITIONS (IF APPLICABLE), AND ANY OTHER AGREEMENT BETWEEN YOU AND ROUND 2 INCORPORATING THESE TERMS (COLLECTIVELY, THE "REFERENCED AGREEMENTS") AND FURTHER AGREE THAT THESE TERMS AND THE REFERENCED AGREEMENTS GOVERN YOUR USE OF THE ROUND 2 PLATFORM.

ROUND 2 MAY MODIFY THESE TERMS FROM TIME TO TIME UPON PRIOR NOTICE TO YOU BY EMAIL, THROUGH THE ROUND 2 PLATFORM, OR BY ANOTHER REASONABLE METHOD. ANY REVISED VERSION WILL APPLY PROSPECTIVELY ONLY AND WILL NOT APPLY RETROACTIVELY. UNLESS OTHERWISE STATED IN THE NOTICE, THE REVISED VERSION WILL BECOME EFFECTIVE ON THE DATE STATED IN THE NOTICE. YOUR CONTINUED USE OF THE ROUND 2 PLATFORM AFTER THE EFFECTIVE DATE OF THE REVISED VERSION CONSTITUTES YOUR ACCEPTANCE OF THE REVISED VERSION. ANY DISPUTE ARISING BEFORE THE EFFECTIVE DATE OF A REVISED VERSION WILL BE GOVERNED BY THE VERSION OF THESE TERMS THAT WAS IN EFFECT WHEN THE DISPUTE AROSE.

1. **Use of the Round 2 Platform.** Before using the Round 2 Platform, you must create an account for the Round 2 Platform and provide all required information. You shall keep your account information updated and accurate. If you provide personal information, Round 2 shall treat your information in accordance with Round 2's privacy policy (<https://round2pos.com/privacy>).

As part of the registration process, you must identify an administrative username and password for your account. You shall maintain your username and password in confidence. In its sole discretion, Round 2 may refuse any registration or cancel any passwords it deems inappropriate.

Round 2 may modify, suspend, or terminate your access to the Round 2 Platform at any time for any reason in its sole discretion. Each employee or other authorized end user must have his or her own access information and you shall ensure that each employee and authorized end user keeps his or her access information in confidence and does not share this information with any other person or entity.

2. **Software.** During the Term, Round 2 grants you a revocable, non-exclusive, non-transferable, non-sublicensable, limited right to access and use the Round 2 Platform (including the Round 2 Software in object code only) (the "Use Right") and any Documentation only for your internal business purposes and only at the locations you specify in your Purchase Order. Round 2 Software must only be installed on Hardware that was provided to you by Round 2, an authorized reseller of Round 2, or otherwise approved by Round 2 in writing.

Regarding your use of and access to the Round 2 Platform, you shall not: (a) copy and distribute the Round 2 Platform or any portion of it; (b) sublicense, lease, rent, or transfer the Round 2 Platform to another person or entity; (c) cause or permit reverse engineering, disassembly, alterations, decompilation, or creation of derivative works from Round 2 Platform; (d) remove any product identification, copyright notices, or other notices or proprietary restrictions from the Round 2 Platform;

or (e) copy the Documentation accompanying the Round 2 Platform or distribute any of the Documentation to any third party without Round 2's prior written approval.

The Round 2 Platform is proprietary to Round 2 and is protected by copyright and other intellectual property rights.

Round 2 owns or has licensing rights to all the constituent parts of the Round 2 Platform, and your Use Right under these Terms does not grant you any ownership interest in the Round 2 Platform (or any constituent part). This Use Right does not grant you any right to any Work Product, trademarks or other intellectual property relating to or arising from the Round 2 Platform, all of which shall be owned by Round 2 or its licensors.

3. **Ownership of Data and Feedback.**

a. *Ownership of Data.* As between the parties, Merchant owns all right, title, and interest in and to Merchant Data, and Round 2 owns all right, title, and interest in and to Round 2 Data.

b. *Feedback.* If you, any employee, or any contractor working for you provides feedback regarding the performance of the Round 2 Platform (or any constituent part, including the Round 2 Software), support services, customer service or any other information related to the Round 2 Platform, you hereby assign such feedback without any demand to Round 2. Round 2 may use this feedback as it deems appropriate, and Round 2 shall have no obligation to you or any third party to respond to or act on any feedback it receives from you.

4. **Permitted Use of Merchant Data.** Merchant grants Round 2 a non-exclusive, worldwide, royalty-free license during the Term to access, use, host, copy, transmit, and process Merchant Data solely as necessary to provide, maintain, support, secure, and improve the Round 2 Platform and related services, and for lawful internal business purposes, including creating aggregated and de-identified data. If Round 2 uses Merchant Data pursuant to this Section 4, the data will be anonymized and Round 2 shall comply with all applicable laws regarding its use of your Data.

5. **Use Data.** Round 2 may collect certain information in connection with your access to or use of the Round 2 Platform, such as access records, date and time stamps, transaction and activity records, and system performance data ("Use Data"). Round 2 may use this Use Data to deliver and manage the Round 2 Platform (and any other services or products), perform maintenance and support, develop, test, and improve the Round 2 Platform, and generate statistical data about usage of its products and services. Round 2 shall own all Use Data.

6. **Improvements and Software Updates.** During the Term, you shall receive any automatic updates or improvements to the Round 2 Platform created by Round 2. Any new version of the Round 2 Platform, however, may, at Round 2's sole discretion, be subject to different or additional pricing. Round 2 may eliminate or sunset any version of the Round 2 Platform at its sole discretion. Once eliminated, Round 2 shall no longer provide maintenance and support for such sunset version. Round 2 shall only provide maintenance and support for the then current version of the Round 2 Platform and the prior version of the Round 2 Platform (e.g., if there are versions 1,2 and 3 of the Round 2 Platform, Round 2 shall support

versions 3 and 2, but not version 1). If you continue to use an unsupported version of the Round 2 Platform, you do so at your own risk. Round 2 shall not be liable for any loss of information, Data, use, or interaction with a third party's product with the Round 2 Platform after an Improvement or update.

7. **New Services and/or Products.** Using the Round 2 Platform does not entitle you to any new or additional products or services, beyond those products and services listed on your Purchase Order. Any additional products or services, including most customizations, must be made pursuant to a new Purchase Order or, for most customizations, a statement of work. ROUND 2 WARRANTS ONLY THAT A CUSTOMIZATION WILL BE DONE IN ACCORDANCE WITH ANY SPECIFICATIONS AGREED TO BY ROUND 2 AND YOU REGARDING SUCH CUSTOMIZATION. ROUND 2 DOES NOT REPRESENT OR WARRANT THAT ANY CUSTOMIZATION WILL BE ERROR-FREE OR FREE FROM DEFECTS.

8. **Payment Processing.** The Round 2 Platform integrates with third party payment processors, and you shall use the payment gateway provider ("Gateway") (if any) and a payment processing services provider ("Processor") Round 2 designates. You shall agree to a Gateway's or Processor's terms in whatever form required: **you cannot use the Round 2 Platform until you reach an agreement with the Gateway (if any) and Processor.** To use gift cards with the Round 2 Platform, you must use Factor Four in order to maintain and track your gift card program.

9. **Internet Access and Security.**

a. To function as intended, the Round 2 Platform requires high-speed internet connection and related equipment and cabling. You shall procure and maintain all network connections, equipment, and cabling at your sole expense. You shall comply with all laws applicable to your business operations, including your access to and use of customer credit card information and employee personal information. You represent that you shall maintain compliance with the Payment Card Industry Data Security Standard ("PCI DSS") and that you shall (at your own cost) remain compliant with the PCI DSS during the Term. You shall store and backup your own Data. Round 2 shall not be liable for any loss or destruction of your Data.

b. You shall secure your IT network from any disruptions resulting from a security breach. You shall maintain all prudent network security measures to protect your network, Data, and systems, including maintaining virus protection. If Round 2 provides a wireless router or other access technology to you, Round 2 may encrypt and filter internet traffic data for security purposes and to manage or modify internet transmissions. Round 2 shall not be liable or responsible for any breach of your network and any related losses or damages to you or any third parties.

10. **Round 2 Platform, Compliance with Law, and Disclaimer.** You shall comply with all applicable state, local and federal laws and regulations, and all Card Brand rules and regulations and the standards required for PCI DSS compliance. Round 2 may treat any non-compliance of any law or regulation as a breach of these Terms pursuant to which Round 2 may terminate these Terms.

EXCEPT AS EXPRESSLY PROVIDED IN THESE TERMS, THE ROUND 2 PLATFORM, INCLUDING THE ROUND 2 SOFTWARE, IS PROVIDED "AS IS" AND "AS AVAILABLE." ROUND 2 DISCLAIMS ALL OTHER WARRANTIES,

WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT.

11. **Term & Termination.**

a. These Terms begin on the activation of the Round 2 Platform and shall continue on a month-to-month basis, unless terminated by either party upon 30 days' prior written notice.

b. Round 2 may terminate these Terms at any time without any further obligations to you. These Terms will automatically terminate without either party having to do anything if (i) any Card Brand or Round 2's Partners prohibit Round 2 from performing under these Terms or otherwise make it impractical for Round 2 to perform; (ii) Round 2's agreement with its Partners terminates; (iii) Round 2's acquiring bank stops being a member of the Card Brands, or (iv) changes in the Rules or applicable laws prevent Round 2's performance under these Terms or makes such performance impractical.

c. Upon termination for any reason, your Use Right and all licenses provided to you under these Terms shall terminate immediately and you shall no longer be permitted to use the Round 2 Platform and, unless specifically provided in these Terms, Round 2's obligations to you shall immediately cease. For purposes of these Terms, your failure to make timely payments may be considered, at our sole discretion, a breach of these Terms and Round 2 may terminate these Terms because of such breach. Round 2 may, in its sole discretion, disable the Round 2 Platform or any constituent part at any time for any reason. In addition to any payment obligations you may have that survive termination, the following sections of these Terms will survive and remain in effect in accordance with their terms upon termination: this section 11, and sections 3, 4, 5, 12, 14, 16, 17, 18, 20, 26, and 30.

12. **Fees.** You shall pay the applicable fees for the services and products in the amounts and on the terms set forth in the Order Form and/or those set forth in the Merchant Processing Agreement between you, First Data and Citizens Bank (the "Fees"). You authorize Round 2 to charge your account via an ACH agreement or any other reasonable payment method as determined by Round 2 in its sole discretion. Round 2 may change its Fees upon 30 days' notice to you. You shall pay all taxes associated with your use of the Round 2 Platform. All Fees are non-refundable.

If you voluntarily deactivate your account, or if Round 2 deactivates your account for any reason, Round 2 shall charge you a \$50 fee to reactivate your account.

13. **Additional Fees.** If Round 2 performs additional services or provides additional products to you that are not included in these Terms (or any other agreement between you and Round 2), you shall pay additional fees ("Additional Fees") in the amount of Round 2's then current pricing for such services and/or products.

14. **Installation and Training.** To install and activate the Round 2 Platform, you must make an appointment with an authorized ISO of Round 2. The ISO shall oversee the installation and activation of the Round 2 Platform at your location(s). The ISO shall provide training regarding the operation of the Round 2 Platform or (if and when available) you may access Round 2's complimentary suite of videos

regarding the installation and use of the Round 2 Platform. Round 2 shall provide reasonable customization of the Round 2 Platform for installation, such as creating your menu. Any additional customizations will require a separate statement of work or Purchase Order as stated in Section 7 above.

15. **Support Services.** If Round 2 provides any direct support or maintenance to you, it shall be at the fees set forth on Order Form. Round 2 may change the support services, maintenance or fees set forth on the Order Form if Round 2 gives you at least 30 days' notice of these changes. If you have an arrangement with an authorized reseller of Round 2, your support services terms and fees will be governed by that arrangement.

16. **Indemnification.** You shall indemnify and, at Round 2's request, defend Round 2 and its affiliates, successors and assigns (and its and their officers, directors, employees, sublicensees, customers and agents) from and against any and all claims, losses, liabilities, damages, settlements, expenses and costs (including, without limitation, attorneys' fees and court costs) that arise out of or relate to: (a) any breach (or claim or threat thereof that, if true, would be a breach) of these Terms by you (or your employees, agents or representatives); (b) your Data or materials, including any third party claim alleging that your Data or materials infringe or misappropriate the rights of a third party or violate any Law; (c) any violation or failure to comply with applicable law or regulations or any Card Brand rules by you, including PCIDSS; (d) any security or data breach, (e) any misuse of the Round 2 Platform, including the Software, or (f) any issues arising from your business operations.

17. **Limitation of Warranties.** NOTWITHSTANDING ANY OTHER PROVISIONS TO THE CONTRARY CONTAINED IN THESE TERMS, THE EXPRESS WARRANTIES SPECIFICALLY SET FORTH OR INCORPORATED BY REFERENCE IN THESE TERMS ARE THE ONLY REPRESENTATIONS AND WARRANTIES WHICH APPLY TO THE ROUND 2 SOFTWARE OR ANY OTHER PRODUCTS OR SERVICES FURNISHED UNDER THESE TERMS. ROUND 2 MAKES NO OTHER REPRESENTATIONS OR WARRANTIES WHETHER STATUTORY, WRITTEN, ORAL, EXPRESS, IMPLIED ABOUT THE PERFORMANCE OF THE ROUND 2 SOFTWARE OR THAT IT WILL BE ERROR OR MISTAKE FREE, AND ROUND 2 SPECIFICALLY DISCLAIMS THE WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USE AND TITLE OR NONINFRINGEMENT). UNLESS OTHERWISE PROVIDED IN THESE TERMS, ANY SPECIFICATIONS ATTACHED TO OR FURNISHED WITH ROUND 2 PLATFORM OR ANY OTHER SERVICES OR PRODUCTS FURNISHED UNDER THESE TERMS ARE DESCRIPTIVE AND ARE NOT WARRANTIES.

18. **Limitation of Liability.** IN NO EVENT, AND TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, SHALL ROUND 2, ITS SHAREHOLDERS, AFFILIATES, CONTRACTORS, SUPPLIERS AND AGENTS AND ITS OR THEIR RESPECTIVE DIRECTORS, OFFICERS AND EMPLOYEES (COLLECTIVELY THE "ROUND 2 PARTIES") BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY SPECIAL, CONSEQUENTIAL, PUNITIVE, EXEMPLARY, INCIDENTAL OR INDIRECT DAMAGES OR ANY OTHER COMMERCIAL OR ECONOMIC LOSS OR DAMAGES OF ANY KIND OR NATURE WHATSOEVER (INCLUDING, WITHOUT LIMITATION, IN RESPECT OF LOSS OF PROFIT OR REVENUE, COSTS OF DELAY, LOSS OF TIME OR INCONVENIENCE OR COSTS OF PROCURING SUBSTITUTE PRODUCTS), EVEN IF SUCH DAMAGES ARE FORESEEABLE OR ROUND 2 HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. ROUND 2'S TOTAL LIABILITY AND OBLIGATION IN THE AGGREGATE FOR ANY AND ALL CLAIMS ARISING OUT OF OR RELATED TO THESE TERMS, WITH RESPECT TO ANY EXPENSE, DAMAGE, LOSS, INJURY, OR LIABILITY OF ANY KIND, REGARDLESS OF THE

CAUSE OR FORM OF ACTION OR THEORY OF LIABILITY (INCLUDING FOR BREACH OF CONTRACT, TORT, NEGLIGENCE, BY STATUTE OR OTHERWISE) SHALL BE LIMITED TO THE ACTUAL DIRECT DAMAGES SUFFERED AND SHALL NOT EXCEED THE ACTUAL AMOUNTS PAID BY YOU TO ROUND 2 UNDER THESE TERMS IN THE SIX (6) MONTHS THAT PRECEDED THE EVENT GIVING RISE TO ANY SUCH CLAIM.

19. **Limitations and State Law.** If state law does not permit the exclusion of implied warranties or limitation of liability for incidental or consequential damages, the limitations or exclusions set forth above may not apply to you. IN SUCH STATES, ROUND 2'S LIABILITY WILL BE LIMITED TO THE MAXIMUM EXTENT PERMITTED BY LAW.

20. **Confidentiality.** Your login information to the Round 2 Platform and any payment information contained in the Round 2 Platform must be protected and remain confidential. You are responsible for consequences of any access gained by using your login information, and Round 2 has no obligation to ensure that your login information has not been compromised. If you think your login information has been compromised, you shall immediately notify Round 2 by email at help@round2pos.com. You shall treat all information Round 2 provides to you regarding or relating to the Round 2 Platform as confidential information, which you shall use only to fulfill your rights and obligations under these Terms. You shall not share any confidential information with any third party, unless such party has a need to know to fulfill the purpose of these Terms and agrees to maintain the confidentiality of such confidential information. You shall remain liable for any breach of confidentiality by any employee, contractor, representative or other third party.

21. **Publicity.** Round 2 may issue a press release or similar writing announcing the relationship between you and Round 2. Round 2 may also discuss this relationship for marketing purposes. Before issuing any written materials discussing this relationship, Round 2 will provide you with a copy of the written materials (in whatever form) for your review and comment.

22. **Subcontracting.** Round 2 may use the resources of (and subcontract to) its affiliates and third-party contractors, within or outside of the United States (each, a "Round 2 Vendor") for internal, administrative and compliance purposes or in connection with the hosting or provision of the Round 2 Platform and other products and services to be provided by Round 2 pursuant to these Terms. Round 2 may provide information, data and materials that Round 2 receives in connection with these Terms (including your Data) to the Round 2 Vendors for such purposes.

23. **Waiver.** No waiver of satisfaction of a condition or nonperformance of an obligation under these Terms will be effective unless it is in writing and signed by the party granting the waiver.

24. **Severability.** If any court or legal authority of competent jurisdiction determines that any part, term or provision of these Terms is illegal or invalid, such determination will not affect the validity of the remaining parts, terms or provisions.

25. **Assignment.** Merchant shall not assign, delegate, subcontract, license, franchise, or in any manner attempt to extend to any third party any right or obligation under these Terms except as otherwise

permitted herein without the prior written consent of Round 2. Round 2 may assign any right or obligation it has under these Terms.

26. **Governing Law; Venue.** Pennsylvania law governs these Terms. Any litigation or similar legal or quasi-legal actions arising from these Terms will be brought only in the federal courts located in the city of Pittsburgh, county of Allegheny, Pennsylvania, or the state courts located in city of Butler, County of Butler, Pennsylvania, which courts shall have exclusive jurisdiction.

27. **Force Majeure.**

a. If a Force Majeure Event prevents a party from complying with any one or more obligations under these Terms, that inability to comply will not constitute breach if (1) that party uses reasonable efforts to perform those obligations, (2) that party's inability to perform those obligations is not due to its failure to (A) take reasonable measures to protect itself against events or circumstances of the same type as that Force Majeure Event or (B) develop and maintain a reasonable contingency plan to respond to events or circumstances of the same type as that Force Majeure Event, and (3) that party complies with its obligations under the first sentence of section 27.c

b. For purposes of these Terms, "**Force Majeure Event**" means, with respect to a party, any event or circumstance, whether or not foreseeable, that was not caused by that party and any consequences of that event or circumstance.

c. If a Force Majeure Event occurs, the noncomplying party shall promptly notify the other party of occurrence of that Force Majeure Event, its effect on performance, and how long the noncomplying party expects it to last. Thereafter the noncomplying party shall update that information as reasonably necessary. During a Force Majeure Event, the noncomplying party shall use reasonable efforts to limit damages to the other party and to resume its performance under these Terms.

28. **Amendments.** Round 2 may amend these Terms upon written notice, which notice may be notice on the Round 2 website and continued use of the Round 2 Platform. These Terms constitute the entire understanding between the parties regarding the subject matter of these Terms. Merchant cannot assign These terms to any party without the prior written consent of Round 2.

29. **Notices.** All notices and other communications required or permitted under these Terms must be in writing and indicating that such notice is being provided pursuant to this Section 29 of these Terms. Notices may be made electronically to an officer or owner of Round 2 or you, provided you have written evidence that such communication was sent and received by such intended person.

30. **Definitions**

a. "**Card Brand**" means Visa U.S.A, Inc., MasterCard International, Incorporated, DFS Services, LLC, American Express Travel Related Services Company, Inc., and any other association, card payment brand, payment instrument issuer, debit network, or payment methodology.

b. “Documentation” means Round 2’s electronic user manual for the Round 2 Platform, which may be updated by Round 2 from time to time in its sole discretion, and any other written materials related to the Round 2 Platform provided or made available by Round 2.

c. “Hardware” means the terminals or other hardware (including displays, monitors, payment terminals, scales, tablets and handheld devices) provided to Merchant by Round 2 on which Round 2’s Platform will be installed and/or run. Hardware excludes any computer programs, applications and software embedded therein.

d. “Improvements” means all improvements, updates, enhancements, error corrections, bug fixes, release notes, to the Round 2 Platform. Improvements do not include a new version of the Round 2 Platform. For clarity, Improvements do not include new versions of the Round 2 Platform and any new software or platform developed by Round 2.

e. “Merchant Data” means all information, data, and content that is provided by Merchant or on Merchant’s behalf to the Round 2 Platform, or that is collected, generated, transmitted, processed, or stored through the Round 2 Platform in connection with Merchant’s business operations, customers, employees, products, inventory, or transactions. Merchant Data includes, without limitation, transaction data, SKU-level data, pricing data, product and menu data, tax and gratuity data, refund and chargeback data, customer information, loyalty and gift card information, employee and timekeeping records, inventory records, and reporting data specific to Merchant. Merchant Data does not include Round 2 Data or any data or other information developed by Round 2 or its third-part licensors independent of Merchant’s use of the Round 2 Platform.

f. “Merchant Services” means the payment processing and related services that allow a Merchant to accept a payment for services and/or products through a secure (encrypted) channel using a customer’s credit card.

g. “Partners” means Round 2’s processors and banks supporting processors’ transactions and any other vendors Round 2 contractually engages to facilitate the use and performance of the Round 2 Platform.

h. “Purchase Order” means the document used by you to subscribe to the Round 2 Platform and purchase support (if any) or any other services and products related to your use of the Round 2 Platform.

i. “Round 2 Data” means all data, information, and materials that are owned, developed, licensed, or controlled by Round 2 and are used in connection with the Round 2 Platform and related services, including, without limitation, the Round 2 Software, Documentation, system architecture, technical information, platform usage records, access logs, date and time stamps, system performance data, diagnostic data, support data, telemetry, audit logs, aggregated data, de-identified data, benchmarking data, analytics, models, derivative works, and product or service improvement data. Round 2 Data includes data derived from Merchant’s use of the Round 2 Platform only to the extent such data

has been aggregated and/or de-identified so that it does not identify Merchant, Merchant's customers, or any individual. Round 2 Data does not include Merchant Data in identifiable form.

j. "Round 2 Platform" means the platform commercialized by Round 2 to conduct or facilitate point of sale ("POS") transactions and/or electronic commerce transactions for Merchants and end users, including, among other things, POS terminals ("POS Terminals"), back end technology (including all technology relating to data analytics, data management, data storage, reporting, payroll management and other back end portal functionality, API/XMLs, networking, financial and electronic transaction clearing, omnichannel functionality, and all other aspects of physical and/or electronic commerce transactions processed through POS Terminals and/or the back end. For clarity, the Round 2 Platform includes the Round 2 Software.

k. "Round 2 Software" means Round 2's proprietary software, applications, and other computer programs developed by Round 2 that are installed on the Hardware and is used to operate the Round 2 Platform to facilitate the Merchant Services.

l. "Work Product" means all materials, software, tools, data, inventions, works of authorship, methods, processes, and other innovations of any kind that Round 2, or personnel working for or through Round 2, may create or develop, alone or jointly with others, in the course of performing services or providing deliverables or as a result of such services of deliverables, whether or not eligible for patent, copyright, trademark, trade secret or other legal protection.

m. "You" and "your" in uppercase or lowercase means the entity (e.g., company, corporation, partnership, sole proprietor, etc.) or government agency agreeing to these Terms.