

BLAZE®

Terms of Service

Effective Date: August 15, 2026 | Version 2.0 | BLAZE Solutions, Inc.

BY USING THE BLAZE.ME WEB SITE (“SERVICE”), OR ANY SERVICES OF BLAZE SOLUTIONS, INC. (“BLAZE®”), YOU ARE AGREEING TO BE BOUND BY THE FOLLOWING TERMS AND CONDITIONS (“TERMS OF SERVICE” OR “AGREEMENT”):

BLAZE® reserves the right to update and change the Terms of Service from time to time. BLAZE® will provide written notice of any change to the Terms of Service at least thirty (30) days prior to the implementation of any material change. Any new features or Materials that are added to the current Service shall also be subject to the Terms of Service. Continued use of the Service after any such changes shall constitute Your consent to such changes. You can review the most current version of this Agreement at any time at: <http://BLAZE.me/terms>.

Violation of any of the terms below will be subject to the cure and termination procedures set forth in the Cancellation and Termination section. You agree to use the Service at Your own risk.

Definitions

The following capitalized terms have the meanings set forth below whenever used in this Agreement.

Affiliate	Any entity which directly or indirectly controls, is controlled by, or is under common control with the subject entity. For purposes of this definition, “control” means direct or indirect ownership or control of more than 50% of the voting interests of the subject entity. A “change of control” shall mean when the individual(s) who own 50% or more of the voting interests of the subject entity no longer have such control.
Authorized Users	Your employees, representatives, consultants, contractors, or agents who You have authorized to access and use the Services for Your benefit, each with unique login credentials.
BLAZE Brands	BLAZE®’s retail media and trade promotion platform, including the Retail Media Network, Vendor-Funded Promotions Engine, Data Intelligence and Analytics module, and AI Optimization Layer. Participation in BLAZE Brands is optional and governed by the Retail Partner Addendum and Retail Partner Data Use Agreement, each incorporated into this Agreement by reference upon Retail Partner’s enrollment.
Confidential Information	All confidential and proprietary information of a disclosing Party or any of its Affiliates, whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure. Confidential Information shall not include information that: (i) is or becomes generally known to the public without breach of any obligation owed to the disclosing Party; (ii) was lawfully known to the receiving Party without restriction prior to disclosure; (iii) was independently developed by the receiving Party without use of or reference to

	any Confidential Information; or (iv) is received from a third party without restriction and without breach of any obligation owed to the disclosing Party.
Content	Any textual material submitted, uploaded, posted, or otherwise made available through the Service, including posts, comments, messages, reviews, or descriptions.
Controller	The entity that determines the purposes and means of processing Personal Data.
Customer Data	Data and information collected or processed by BLAZE® on behalf of You in the course of providing the Services, which may include data collected when a Purchaser transacts through the Services, enrolls in a loyalty program, or requests a digital receipt, including: (a) contact information; (b) transaction information; (c) payment information (tokenized); (d) location information; and (e) medical cannabis card or related information. Customer Data excludes Software Performance Data. You retain all right, title, and interest in and to Customer Data.
Data Protection Laws	All laws and regulations applicable to the processing of Personal Data under the Agreement, including without limitation the California Consumer Privacy Act as amended by the California Privacy Rights Act, the Colorado Privacy Act, and the Virginia Consumer Data Protection Act, as amended from time to time.
Documentation	BLAZE® product documentation relating to the operation and use of the Software, including technical documentation, operating instructions, update notes, and support knowledge base, as updated from time to time.
Excluded Claims	The following categories of claims are excluded from the aggregate liability cap set forth in the Warranties, Indemnification, and Limitation of Liabilities section: (a) Your breach of the Restrictions and Responsibilities section; (b) Your payment obligations under the Term, Payments, Refunds section; (c) either party's breach of the Confidentiality section; and (d) either party's liability under the indemnification provisions. For all other claims, the aggregate liability cap applies.
Information Security Incident	The accidental or unlawful destruction, loss, alteration, or unauthorized disclosure of, or access to, Personal Data transmitted, stored, or otherwise processed by a Party or its processors.
BLAZE® Data	(a) Data, information, or material provided or submitted by BLAZE® or on its behalf to the BLAZE® Platform, including all Personal Data collected by BLAZE® or provided by Purchasers or Customers to BLAZE® or the BLAZE® Platform; and (b) data, information, or material relating to the usage of the Services, including software usage data and metadata. BLAZE® retains all right, title, and interest in and to BLAZE® Data and all anonymized, de-identified, and aggregated data derived therefrom.
BLAZE® Platform / Services	The suite of software, content, and hardware services provided by BLAZE®, organized into the following tiers: (a) Subscription Services — SaaS-based services including retail POS, eCommerce, delivery, kiosk, analytics, and related modules, as specified in each Order Form; (b) Professional Services — implementation, training, and configuration services as specified in each Order Form; (c) Purchased Hardware — any hardware purchased from BLAZE®, as specified in each Order Form; and (d) BLAZE Brands — the optional retail media and trade promotion platform, governed by the Retail Partner Addendum upon enrollment. For the avoidance of doubt, Third-Party Services are not BLAZE® Services.
Non-BLAZE® Application	Web-based, mobile, offline, or other software functionality that interoperates with the Services and is provided by You or a third party, not by BLAZE®.
Order Form	A mutually executed commercial agreement between BLAZE® and You specifying the Subscription Services, Professional Services, Purchased Hardware, applicable Locations, pricing, and billing terms for each engagement. Each Order Form is incorporated into and governed by this Agreement.
Personal Data	Any information relating to an identified or identifiable natural person or household within Your Customer Data or BLAZE® Data.
Purchaser	A person who purchases goods or services from You through the BLAZE® Platform.

Retail Media Network	The advertising placement marketplace within BLAZE Brands through which Brand Partners purchase Sponsored Placements on Your consumer-facing digital properties. Your participation in the Retail Media Network, including the display of Sponsored Placements and the contribution of Customer Data for analytics purposes, is governed by the Retail Partner Addendum and Retail Partner Data Use Agreement upon enrollment in BLAZE Brands.
Revenue Sharing Terms	The Retail Partner Addendum and Retail Partner Data Use Agreement governing Your participation in BLAZE Brands as a publisher of Retail Media Inventory and contributor of Customer Data, including the revenue share payable to You by BLAZE® from Sponsored Placement activity on Your properties. These terms are incorporated into this Agreement by reference upon Your enrollment in BLAZE Brands.
Software Performance Data	Data captured by BLAZE® in connection with monitoring platform uptime, availability, and performance, including application endpoint service logs and IP addresses, insofar as such data is required to validate the availability and performance of the Services. Software Performance Data is owned by BLAZE® and is not Customer Data.
Sponsored Placements	Brand-funded advertising placements — including sponsored product listings, homepage placements, category sponsorships, and search boosting — served within Your BLAZE®-powered consumer touchpoints through the BLAZE Brands Retail Media Network.
Updates	Updates of the Software for repairs, enhancements, or new features applied by BLAZE® to Your instances, including updates to the Documentation, at no additional fee during the Term. Updates do not include additional new functionality or upgrades to modules You have not subscribed to and for which BLAZE® charges separately.
You / Your	The individual, partnership, corporation, limited liability company, or other entity entering into this Agreement, together with any Affiliates and permitted locations identified in an applicable Order Form.

Account Terms

- You must be 18 years or older to use this Service.
- You agree You are using the BLAZE® platform for business purposes only and not for any personal, family, or household purpose.
- You must provide Your full legal name, a valid email address, and any other information requested in order to complete the signup process.
- Login credentials may only be used by one named individual. Authorized User accounts may not be shared among individuals.
- You are responsible for keeping Your account and all Authorized User credentials secure. BLAZE® cannot and will not be liable for any loss or damage from Your failure to maintain the security of Your account and credentials.
- You are responsible for all uses of and activities undertaken with credentials registered on Your account. You agree to immediately notify BLAZE® of any unauthorized use of which You become aware.
- You are responsible for all Content and activity that occurs under Your Service account.
- You may not use the Service for any illegal or unauthorized purpose.
- You must not violate any laws in Your jurisdiction by using the Service.
- You must at all times be, and You represent that You are, a legally organized business or sole proprietor, in good standing and operating in compliance with the laws of Your state.
- You must obtain, and maintain at all times, the required local business licenses, Seller's Permits, tax collection permits, and collect and remit municipal and state sales tax in full as required by law.

- You must make such licenses and permits available for inspection by BLAZE® upon reasonable request.
- If You offer medical cannabis products, You must obtain and verify every member's medical cannabis physician recommendation and its authenticity before engaging in commercial transactions with that member.
- If You offer recreational cannabis products, You must only acquire, possess, and distribute lawfully cultivated cannabis.
- You must take all reasonable steps to prohibit distribution and sale of cannabis products to minors.

General Conditions

BLAZE® provides the Services to You pursuant to this Agreement. By entering into an Order Form with BLAZE® or otherwise registering for, accessing, or using the Services, You unconditionally accept and agree to all the terms of this Agreement.

By entering into this Agreement on behalf of a company or other legal entity, You represent that You have the authority to bind such entity and its affiliates to the terms of this Agreement, and accordingly the terms "You" and "Your" shall refer to such entity and its affiliates. If You do not have such authority, or You do not agree to all of the terms of this Agreement, You may not use the Services.

Subject to the terms of this Agreement, BLAZE® shall provide You the Services in accordance with the terms and limitations of each Order Form and hereby grants You a non-exclusive, non-transferable, non-sublicensable right to access and use the Services during the Term.

Your use of the Service is at Your sole risk. The Service is provided on an "as is" and "as available" basis.

BLAZE® shall own and retain all right, title, and interest in and to (a) the Services and Software, and all improvements, enhancements, or modifications thereto; (b) any software, applications, inventions, or other technology developed in connection with Services or support; and (c) all intellectual property rights related to any of the foregoing.

Technical support is only provided to paying account holders and is only available subject to the terms of Your Order Form.

We may, but have no obligation to, remove Content and Accounts containing Content that we determine in our sole discretion are unlawful, offensive, threatening, libelous, defamatory, pornographic, obscene, or otherwise objectionable or violates any party's intellectual property or these Terms of Service.

You must not transmit any worms, viruses, or any code of a destructive nature.

You must not upload, post, host, or transmit unsolicited email, SMS, or "spam" messages. You agree that any recipient of SMS or email communications generated from our platform has explicitly opted in to receive such communications.

You must not transmit SMS messages that contain unlawful content or content that violates the terms of our SMS provider. No credits will be issued for content flagged as violative and not forwarded to intended recipients.

You agree not to reproduce, duplicate, copy, sell, resell, or exploit any portion of the Service without the express written permission of BLAZE®.

BLAZE® will use best efforts and practices to maintain our software compliant with state regulations as set forth in official published regulations.

The failure of BLAZE® to exercise or enforce any right or provision of the Terms of Service shall not constitute a waiver of such right or provision. Each Order Form, the Privacy Policy, and these Terms of Service constitute the entire agreement between You and BLAZE® and govern Your use of the Service, superseding any prior agreements.

Verbal, physical, written, or other abuse (including threats of abuse) of any BLAZE® customer, employee, member, or officer may, in our sole discretion, result in immediate account termination.

BLAZE® reserves the right to refuse service to anyone for any reason at any time.

You are responsible for activity occurring under Your Authorized User accounts and shall ensure that You and Your Authorized Users abide by all applicable laws, treaties, and regulations. You shall: (a) notify BLAZE® promptly after becoming aware of any unauthorized use of any password or account; (b) notify BLAZE® promptly and use reasonable efforts to stop any unauthorized use, copying, or distribution of the Software; and (c) not impersonate another BLAZE® user or provide false identity information to gain access to the Software.

Except as otherwise permitted under this Agreement, You shall not: (a) license, sublicense, sell, resell, transfer, rent, lease, assign, distribute, disclose, or otherwise commercially exploit the Services; (b) copy, modify, or make derivative works based upon the Services; (c) “frame” or “mirror” the Services on any other server or device; (d) access the Services for competitive purposes or use the Services to assist in developing a product or service competitive with the Services; (e) use any of BLAZE®’s Confidential Information relating to the Services to intentionally assist in the development of a competitive product; (f) decompile, disassemble, reverse engineer, or attempt to discover any source code or underlying ideas or algorithms of the Services; (g) remove, obscure, or modify any copyright or other proprietary rights notice in the Services; (h) use the Services to send or store obscene, threatening, libelous, or otherwise unlawful material, or to infringe any Intellectual Property Right of any third party; (i) use the Services to create, use, send, store, or run material containing software viruses, worms, Trojan horses, or otherwise engage in any malicious act; (j) attempt to gain or permit unauthorized access to the Services or its related systems or networks; or (k) permit or assist any other party to do any of the foregoing.

You acknowledge and agree that proper operation of the Services and integrated hardware requires continuous internet connectivity meeting or exceeding the minimum network standards specified by BLAZE® from time to time. You shall be solely responsible for obtaining, installing, maintaining, and operating all hardware, software, and internet connections necessary to access and use the Services.

You further agree that: (1) You shall at all times maintain internet connectivity satisfying the minimum bandwidth, latency, and packet loss requirements published by BLAZE®; (2) Your network must be secured with industry-standard firewalls, updated anti-virus and malware protection, and current security

patches; (3) Your network shall have full compatibility with standard TCP/IP protocols and encrypted HTTPS connections; (4) any interruption, degradation, or failure of Your internet connectivity shall not excuse Your obligations under this Agreement, including payment obligations; and (5) BLAZE® shall not be liable for any delay, interruption, or failure in the performance of the Services caused in whole or in part by Your failure to maintain required network connectivity.

BLAZE Brands and Retail Media Network

4.1 Optional Participation

BLAZE Brands is an optional retail media and trade promotion platform available to all active BLAZE® Subscription Service customers in good standing. Participation in BLAZE Brands is voluntary. Upon enrollment, the Retail Partner Addendum and Retail Partner Data Use Agreement (collectively, the “BLAZE Brands Addendum Documents”) are incorporated into and form part of this Agreement. In the event of any conflict between this Agreement and the BLAZE Brands Addendum Documents with respect to BLAZE Brands participation, the BLAZE Brands Addendum Documents control.

4.2 Sponsored Placements

If You enroll in BLAZE Brands, Sponsored Placements may be served within Your BLAZE®-powered consumer-facing digital properties, including Your online menu, website, mobile application, kiosk interface, and customer-facing display. All Sponsored Placements are served exclusively within age-verified, BLAZE®-operated or BLAZE®-integrated environments. BLAZE® does not serve Sponsored Placements on external third-party advertising networks or general-audience digital properties.

4.3 Revenue Share

In consideration for Your provision of Retail Media Inventory and Your contribution of Customer Data pursuant to the Retail Partner Data Use Agreement, BLAZE® shall pay You a Retail Revenue Share from Sponsored Placement activity on Your properties, as more particularly described in the Retail Partner Addendum. Participation in BLAZE Brands does not require payment of any additional platform subscription fees beyond those in Your existing Order Form.

4.4 Customer Data in BLAZE Brands

Your enrollment in BLAZE Brands constitutes Your authorization for BLAZE® to collect, process, and use Your Customer Data for the Data Processing Purposes set forth in the Retail Partner Data Use Agreement. All Customer Data processed for BLAZE Brands purposes is anonymized and aggregated prior to any Brand Partner-facing use. BLAZE® does not share Personally Identifiable Information about Your Purchasers with Brand Partners. The specific categories of data collected, anonymization treatment, security obligations, and data retention terms are set forth in the Retail Partner Data Use Agreement, Schedule A.

4.5 Opt-Out

You may opt out of BLAZE Brands at any time without affecting Your core BLAZE® subscription, in accordance with the procedures set forth in the Retail Partner Addendum. Upon opt-out, Sponsored Placement activity will cease on Your properties and no new Customer Data will be collected for BLAZE Brands purposes. Historical anonymized and aggregated data already incorporated into Platform outputs will not be retroactively removed upon opt-out.

Modifications to the Service and Prices

BLAZE® reserves the right at any time and from time to time to modify or discontinue, temporarily or permanently, the Service (or any part thereof). BLAZE® will announce via email or other written communication any material changes to the Services or these Terms of Service at least thirty (30) days in advance.

The prices of all Subscription Services identified in each Order Form will remain unchanged during the initial term of that Order Form (except to the extent that new Locations and/or Services are added during the initial term). BLAZE® reserves the right to modify fees at the beginning of, or at any time during, a renewal term by providing You with at least thirty (30) days' prior written notice, which shall include the effective date of the modification.

Upon automatic renewal, BLAZE® may, at its discretion and with at least thirty (30) days' prior written notice, elect to increase subscription fees by up to five percent (5%) for the renewal term. If BLAZE® elects to implement such an increase, You may object by providing written notice prior to the effective date of the increase electing to either remove the affected Services or terminate this Agreement in accordance with the procedures above. If You do not provide such written notice, or continue to use the affected Services as of the renewal date, You will be deemed to have accepted the increased fees.

BLAZE® shall not be liable to You or to any third party for any modification, price change, suspension, or discontinuance of the Service.

Term, Payments, Refunds, Upgrading and Downgrading

BLAZE® is a subscription-based Software as a Service with a base 12-month term subscription, unless otherwise specifically set forth in Your Order Form. In addition to the subscription, we offer optional monthly plugins and services billed on a monthly and prepaid basis.

YOU ARE RESPONSIBLE FOR THE ENTIRE BALANCE OF SUBSCRIPTION FEES FOR THE ENTIRE TERM OF YOUR AGREEMENT, SUBJECT TO THE TERMINATION PROVISIONS SET FORTH IN THE CANCELLATION AND TERMINATION SECTION.

In order to accept payment, You will be required to provide BLAZE® (or its payment processor) with information regarding Your credit card or other payment instrument. You represent and warrant that such information is true and that You are authorized to use the payment instrument.

You will pay BLAZE® the fees described in each applicable Order Form for the Services and Hardware in accordance with the terms therein ("Fees"), and You hereby authorize BLAZE® to bill Your payment instrument on a recurring basis as set forth in such Order Form. You will be invoiced on the first of each month. You will have thirty (30) days to pay Your bill without incurring a late fee. Accounts sixty (60) or more days past due may be deactivated.

If You are overdue on any payment of undisputed Fees, BLAZE® may assess, and You agree to pay, interest on the unpaid Fees in the amount of one and one-half percent (1.5%) per month, or the maximum amount allowable under applicable law, whichever is less, plus all expenses of collection.

You must notify BLAZE® in writing of any good faith dispute of Fees within sixty (60) days of receipt of the applicable invoice, and must reasonably cooperate with BLAZE® in resolving any dispute. Billing inquiries should be directed to billing@BLAZE.me.

The term of Your subscription and Your initial billing will begin upon activation of Your BLAZE® billing account. Your first invoice will be prorated for the balance of the first month's subscription based upon Your account activation date. Each subsequent invoice will be for the full monthly subscription cost.

Non-recurring service fees will not be prorated. The Service is billed in advance monthly and is non-refundable, except as expressly set forth in the Cancellation and Termination section.

There will be no refunds or credits for partial months of service, upgrade/downgrade refunds, or refunds for months unused with an open account, except as expressly set forth in the Cancellation and Termination section.

All fees are exclusive of all taxes, levies, or duties imposed by taxing authorities, and You shall be responsible for payment of all such taxes, levies, or duties. If Your state or local taxing authority imposes a SaaS sales/use tax, Your monthly invoice will include such tax.

For any upgrade or downgrade in plan level, the credit card or other payment instrument that You provided will automatically be charged. Downgrading Your Service may cause the loss of Content, features, or capacity of Your Account.

Cancellation and Termination

7.1 Cancellation by You

You are solely responsible for properly canceling Your account. You can cancel Your account at any time after Your contract term has expired by sending an email to billing@BLAZE.me requesting cancellation. Your cancellation will take effect at the end of the following month after the cancellation request is confirmed by BLAZE®.

7.2 Termination for Cause — Either Party

Either party may terminate this Agreement for cause if the other party: (a) fails to cure any material breach of this Agreement within thirty (30) days after written notice detailing the breach in reasonable detail; (b) ceases operation without a successor; or (c) seeks protection under any bankruptcy, receivership, creditors' arrangement, composition, or comparable proceeding, if any such proceeding is instituted against that party and not dismissed within sixty (60) days thereafter.

BLAZE® may additionally terminate this Agreement or suspend Your access immediately and without the 30-day cure period if: (i) You lose any required cannabis license or permit; (ii) Your use of the Services creates material legal or regulatory risk for BLAZE®, its Retail Partners, or Brand Partners; or (iii) Your account is sixty (60) or more days past due on undisputed Fees following the notice and cure procedure in Section 7.4.

7.3 Effect of Termination

Upon expiration or termination of this Agreement, Your rights to use and access the Services will immediately terminate. Upon termination, BLAZE® may permanently delete Your non-transactional Content in its sole discretion. The following financial terms apply upon termination:

- **In the event that You terminate this Agreement for cause in accordance with Section 7.2, BLAZE® will provide a refund of any prepaid but unused Fees for the remaining portion of the Current Term, and You will not be liable for any remaining Fees through the end of the Current Term.** Termination by You for Cause.
- **In the event that BLAZE® terminates this Agreement for cause, or if You terminate this Agreement for any reason other than as expressly permitted under Section 7.2, You will be required to immediately pay to BLAZE® all unpaid Fees which would otherwise become due through the remainder of the Current Term.** Termination by BLAZE® for Cause or Termination by You Without Cause.

7.4 Suspension

BLAZE® may suspend Your access to any or all of the Services without notice if BLAZE® reasonably believes You are using the Services in a manner that violates applicable law or this Agreement.

If You are overdue on any payment of undisputed Fees, BLAZE® will provide You with written notice of the overdue amount. Unless the full amount due is paid within fifteen (15) days of the date of such notice, BLAZE® may suspend Your access to any or all of the Services. If BLAZE® believes You are disputing Fees reasonably and in good faith and cooperating diligently to resolve the dispute, BLAZE® will not suspend the Services subject to the dispute for non-payment during the pendency of such dispute.

7.5 Survival

All sections of this Agreement which by their nature should survive termination will survive, including without limitation all payment obligations, confidentiality obligations, warranty disclaimers, indemnification obligations, limitations of liability, and the Excluded Claims definition.

Warranties, Indemnification, and Limitation of Liabilities

8.1 Disclaimer

EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, THE SERVICES ARE PROVIDED "AS IS" AND "AS AVAILABLE," AND BLAZE® AND ITS THIRD-PARTY SERVICE PROVIDERS AND LICENSORS DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. BLAZE® DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE.

BLAZE® DOES NOT PROVIDE LEGAL, TAX, REGULATORY, FINANCIAL, OR COMPLIANCE ADVICE. THE SERVICES, AI OPTIMIZATION LAYER OUTPUTS, ATTRIBUTION REPORTS, BENCHMARKING DATA, AND ALL RELATED INFORMATION AND MATERIALS MADE AVAILABLE BY BLAZE® ARE FOR INFORMATIONAL AND MARKETING OPTIMIZATION PURPOSES ONLY AND ARE NOT MEANT TO PROVIDE, AND SHOULD NOT BE RELIED ON FOR, LEGAL, TAX, REGULATORY, OR FINANCIAL ADVICE. AI-GENERATED CAMPAIGN RECOMMENDATIONS, PROMOTIONAL COPY, AND ANALYTICS OUTPUTS ARE ADVISORY IN NATURE. YOU RETAIN SOLE DISCRETION AND RESPONSIBILITY FOR ALL

DECISIONS MADE IN RELIANCE ON SUCH OUTPUTS. BLAZE® IS NOT LIABLE FOR ANY REGULATORY VIOLATIONS, COMMERCIAL LOSSES, OR OTHER CONSEQUENCES ARISING FROM YOUR RELIANCE ON AI-GENERATED OUTPUTS, ATTRIBUTION REPORTS, OR BENCHMARKING DATA. YOU ACKNOWLEDGE AND AGREE THAT YOU WILL CONSULT YOUR OWN LEGAL COUNSEL, TAX PROFESSIONAL, OR REGULATORY ADVISOR BEFORE ENGAGING IN ANY TRANSACTION OR MAKING ANY MATERIAL BUSINESS DECISION.

8.2 Tax Settings Disclaimer

BLAZE® IS A COMPLEX AND SOPHISTICATED SAAS PLATFORM THAT PROVIDES A SERIES OF INDIVIDUAL TAX SETTINGS FOR EACH CLIENT CUSTOMER. YOU ARE SOLELY RESPONSIBLE FOR YOUR TAX SETTINGS. TAX RATES AND THE ORDER OF OPERATION FOR THOSE RATES VARY BY JURISDICTION AND ARE SUBJECT TO CHANGE. YOU AND YOUR TAX PROFESSIONAL ARE RESPONSIBLE FOR REVIEWING, UPDATING, AND APPLYING THE SPECIFIC TAX RATES AND ORDER OF OPERATION FOR YOUR SERVICE AREA(S). YOU EXPRESSLY AGREE BLAZE® SHALL NOT HAVE ANY LIABILITY FOR UNDER OR OVER-COLLECTION OF YOUR TAX LIABILITIES.

8.3 Limitation of Liability

TO THE EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL EITHER PARTY, ITS AFFILIATES, OR ITS OR THEIR SERVICE PROVIDERS BE LIABLE FOR ANY INDIRECT, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES, OR LOSS OF PROFITS, REVENUE, DATA, OR BUSINESS OPPORTUNITIES ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE SERVICES, WHETHER AN ACTION IS IN CONTRACT, TORT, OR OTHERWISE, AND REGARDLESS OF THE THEORY OF LIABILITY, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

EXCEPT FOR EXCLUDED CLAIMS, IF EITHER PARTY, ITS AFFILIATES, OR ITS OR THEIR SERVICE PROVIDERS IS DETERMINED TO HAVE ANY LIABILITY TO THE OTHER PARTY, ITS AFFILIATES, OR ANY THIRD PARTY, THE PARTIES AGREE THAT THE AGGREGATE LIABILITY OF A PARTY, ITS AFFILIATES, AND ITS AND THEIR SERVICE PROVIDERS WILL BE LIMITED TO A SUM EQUAL TO THE TOTAL FEES PAID OR PAYABLE BY YOU FOR THE SERVICES IN THE TWELVE (12) MONTH PERIOD PRECEDING THE FIRST EVENT GIVING RISE TO THE CLAIM.

8.4 Mutual Representations and Warranties

Each party represents and warrants that: (a) it is duly organized, validly existing, and in good standing under the laws of its jurisdiction of formation; (b) it has full power and authority to enter into and perform its obligations under this Agreement; (c) this Agreement constitutes a legal, valid, and binding obligation enforceable in accordance with its terms; and (d) its performance does not conflict with any other agreement or obligation to which it is a party.

8.5 Your Representations and Warranties

You represent and warrant that: (a) You are an entity authorized by applicable law to conduct business in the jurisdiction(s) in which You operate; (b) You have obtained all applicable authorizations, approvals, and consents and have and will maintain active and valid permits and licenses issued by applicable local, state, and federal regulatory authorities relating to the cultivation, manufacture, and/or sale of cannabis; (c) You and Your Authorized Users are and will remain in compliance with this Agreement and applicable law; and (d) You have obtained and shall maintain all necessary rights, licenses, consents, and lawful bases in compliance with applicable law to collect, use, and share Customer Data in the manner contemplated by this Agreement, including providing all legally required privacy notices and disclosures to Purchasers.

8.6 Indemnification by You

You shall indemnify, defend, and hold harmless BLAZE® and its Affiliates, and each of their respective officers, directors, employees, agents, successors, and assigns from and against any and all losses, claims, damages, liabilities, costs, and expenses (including reasonable attorneys' fees) resulting from: (a)

Your Customer Data; (b) any other materials or information provided by or on behalf of You or any Authorized User; (c) Your breach of any representation, warranty, covenant, or obligation under this Agreement; or (d) gross negligence or willful misconduct by You, any Authorized User, or any third party on Your behalf.

8.7 Indemnification by BLAZE®

BLAZE® shall indemnify, defend, and hold harmless You from and against any Claim made or brought against You by a third party alleging that the use of the Services as permitted under this Agreement infringes or misappropriates a valid United States patent, copyright, or trade secret. BLAZE® will have no obligation under this Section to the extent any such Claim is caused by: (a) Your breach of this Agreement; (b) any combination of the Services with Non-BLAZE® Applications or data not provided by BLAZE®; (c) any modification of the Services by anyone other than BLAZE®; or (d) any activity after BLAZE® has provided You with a workaround or modification that would have avoided the issue without materially adversely affecting functionality. This Section states BLAZE®'s sole responsibility and Your sole remedy for any infringement claim.

8.8 Indemnification Procedure

Each party's indemnification obligations are dependent upon the indemnified party providing the indemnifying party with: (a) prompt written notice of any such Claim; (b) sole and exclusive authority to defend and/or settle any such Claim, provided that the indemnifying party may not settle any Claim without the indemnified party's prior written consent, which shall not be unreasonably withheld, unless it unconditionally releases the indemnified party of all liability; and (c) reasonable cooperation with the defense of such Claim.

Confidentiality

9.1 Obligations

Each party agrees to hold the other party's Confidential Information in strict confidence, to use it solely for the purposes of this Agreement, and not to disclose it to any third party without the disclosing party's prior written consent, except to employees, contractors, agents, or professional advisors who have a need to know and are bound by obligations of confidentiality no less protective than those set forth in this Agreement. Each party shall use at least the same degree of care to protect the other party's Confidential Information as it uses to protect its own, but in no event less than reasonable care.

9.2 Exclusions

Confidentiality obligations do not apply to information that: (a) is or becomes publicly available through no breach of this Agreement by the receiving party; (b) was rightfully known to the receiving party prior to disclosure without restriction; (c) is received from a third party without restriction and without breach of any obligation to the disclosing party; or (d) is independently developed by the receiving party without reference to the disclosing party's Confidential Information.

9.3 Compelled Disclosure

A receiving party may disclose Confidential Information of the disclosing party if required to do so under applicable law, provided that: (a) the receiving party will provide the disclosing party with prompt written notice of any request that it disclose Confidential Information, sufficient to allow the disclosing party to object and/or seek an appropriate protective order, or if such notice is prohibited by applicable law, the receiving party will disclose the minimum amount of Confidential Information required by law; (b) the receiving party will refer the request to the disclosing party and provide reasonable assistance to the disclosing party, at the disclosing party's expense, in opposing disclosure or seeking a protective order;

and (c) in no event will the receiving party disclose Confidential Information to a party other than a government agency except under a valid court order from a court of competent jurisdiction requiring the specific disclosure, including in circumstances where the disclosing party refuses to provide consent or fails to respond to the receiving party's inquiries.

Data, Intellectual Property, and Privacy

10.1 Your Customer Data

Except for the limited rights expressly granted under this Agreement, You retain all right, title, and interest in and to Your Customer Data, including all related intellectual property rights. You grant BLAZE® a non-exclusive, sublicensable, worldwide, royalty-free right to collect, use, modify, and process Customer Data in accordance with this Agreement and the Privacy Policy to provide and improve the Services, or as otherwise explicitly authorized by You.

You agree to maintain a privacy policy relating to Your use of the Services and to provide or obtain any disclosures, rights, releases, and consents required under applicable law to permit Customer Data to be collected, used, and disclosed as contemplated herein.

10.2 Anonymized and Aggregated Data

Notwithstanding anything to the contrary, BLAZE® has the right to collect and analyze data and other information relating to the use and performance of the Services and related systems and technologies, and will be free to: (a) use such information and data, including Customer Data, during and after the term of this Agreement, to improve, provide, and enhance the Services and for other development, diagnostic, and corrective purposes; and (b) create anonymized, de-identified, and/or aggregated data from Customer Data (including Personal Data) that does not identify You, Your Authorized Users, Your Purchasers, or any other identifiable individual.

Such anonymized, de-identified, and/or aggregated data may include data analyses generated across the Services and BLAZE®'s customer base, and may be used for any lawful commercial purpose, including without limitation: (i) operating, improving, and developing the Services and the AI Optimization Layer; (ii) generating Sponsored Placement analytics for Brand Partners through BLAZE Brands; and (iii) selling, licensing, or otherwise commercially transferring anonymized market intelligence, industry benchmarks, category analytics, and related data products to third parties, including without limitation cannabis brands, consumer packaged goods companies, financial institutions, research firms, and industry analytics providers. BLAZE owns and retains all right, title, and interest in and to such anonymized, de-identified, and/or aggregated data, without any obligation or restriction of any kind. BLAZE® represents that all anonymized data products sold or licensed to third parties: (A) do not identify You, Your Authorized Users, Your Purchasers, or any other identifiable individual; (B) are processed and maintained in accordance with BLAZE®'s de-identification standards designed to prevent re-identification; and (C) are subject to contractual prohibitions on re-identification imposed on all third-party purchasers and licensees. You acknowledge that BLAZE®'s anonymized data sales and licensing activities are a component of its business model and that Your Customer Data may contribute to such anonymized data products subject to the anonymization safeguards described in this Section.

10.3 BLAZE® Intellectual Property

Except for the limited rights expressly granted under this Agreement, BLAZE® and its licensors reserve all right, title, and interest in and to the Services, Software, Documentation, and all information and materials provided to You in connection with this Agreement, including all related intellectual property rights. If You elect to provide any Feedback to BLAZE®, You irrevocably assign and transfer to BLAZE®

all right, title, and interest (including all intellectual property rights) in and to the Feedback and acknowledge that BLAZE® is free to use, disclose, reproduce, and otherwise exploit the Feedback in its discretion, without obligation or restriction of any kind. BLAZE® reserves all rights not expressly granted in this Agreement.

10.4 Privacy

The BLAZE® Privacy Policy is set forth at <http://BLAZE.me/privacy-policy>. By agreeing to these Terms of Service, You expressly agree to the BLAZE® Privacy Policy terms and conditions as well. The Privacy Policy governs BLAZE®'s collection, use, and disclosure of personal information in connection with the Services, including BLAZE Brands.

You understand that Your Content and data will be transferred encrypted and involve (a) transmissions over various networks and (b) changes to conform and adapt to technical requirements of connecting networks or devices. BLAZE® will use best practices for storing, encrypting, and securing data.

You understand that BLAZE® uses third-party vendors and hosting partners to provide the necessary hardware, software, networking, storage, and related technology required to run the Service.

You retain ownership of all Content and Customer Data that You provide to the Service. BLAZE® will not sell, share, or distribute any personally identifiable data without Your explicit permission. Provided Your account is current and in good standing, Your data will be fully exportable in real time. You will be solely responsible for the accuracy, quality, integrity, and legality of Your Content. Notwithstanding anything to the contrary herein, BLAZE® will not amend this clause without Your express written consent.

BLAZE® will, from time to time, share Your contact information (name, address, email, phone, principal contact) with our third-party Partners as described on our Partnership page. While BLAZE® is responsible for maintaining operational effectiveness of our integrations with these third-party partners, BLAZE® cannot accept responsibility for Your third-party business relationships or the success of any introductions we may facilitate.

You hereby grant BLAZE® permission to use Your name, volunteered statements, and/or logo in any BLAZE® marketing materials.

When You contact BLAZE® support, You consent that Your call can and will be recorded for quality and training purposes.

You agree to opt in to receiving email and other forms of communication from BLAZE®, including product marketing, product updates, system updates, and general interest communications.

Third-Party Services

The BLAZE® platform provides access to certain third-party providers that You can select to enhance Your business experience. Merchant may choose to use Third-Party Services in connection with its use of the Services. If You enable Third-Party Services in connection with Your use of the Services, You authorize BLAZE® to allow the Third-Party Service to access or use Your Customer Data as required for the interoperation of the Third-Party Service with the Services. Your use of Third-Party Services is subject to the relevant provider's terms of use and privacy policy, and not this Agreement.

BLAZE® IS NOT RESPONSIBLE FOR THIRD-PARTY PROVIDER PERFORMANCE NOR ANY ADVERSE IMPACT TO THE BLAZE® PLATFORM RESULTING FROM THIRD-PARTY INTEGRATION PERFORMANCE ISSUES. NEITHER BLAZE® NOR ITS THIRD-PARTY PROVIDERS CONTROLS THE TRANSFER OF DATA OVER COMMUNICATIONS FACILITIES, INCLUDING THE INTERNET. BLAZE® IS NOT RESPONSIBLE FOR ANY DELAYS, DELIVERY FAILURES, OR OTHER DAMAGE RESULTING FROM SUCH PROBLEMS.

Miscellaneous Legal Provisions

12.1 Governing Law and Jurisdiction

This Agreement shall be governed by the laws of the State of California without regard to its conflict of laws provisions. The exclusive jurisdiction and venue for actions related to the subject matter of this Agreement are the state and federal courts located in Orange County, California, and the parties submit to the personal jurisdiction of these courts. The prevailing party in any litigation regarding this Agreement shall be entitled to recover their costs and reasonable attorneys' fees from the other party.

12.2 Assignment

This Agreement is not assignable, transferable, or sublicensable by You, except that You may assign this Agreement in its entirety to a successor resulting from a merger, acquisition, or sale of all or substantially all of Your assets or voting securities, provided that: (a) You provide BLAZE® with prompt written notice of the assignment; (b) to the extent You are overdue on any payment of Fees, You pay to BLAZE® all amounts due; and (c) the assignee agrees in writing to assume all of Your obligations under this Agreement. Any attempt by You to transfer or assign this Agreement outside of the foregoing will be null and void. BLAZE® may assign its rights and obligations under this Agreement (in whole or in part) without consent or notice.

12.3 Change of Control

You agree that if there is a change of control or transfer of ownership of Your business prior to completion of or during this Agreement, the new owners shall be required under the terms of sale or other transfer documentation to assume Your financial obligations set forth in this Agreement.

12.4 Entire Agreement

This Agreement, together with each Order Form, the Privacy Policy, and any exhibits or addenda incorporated herein by reference (including the BLAZE Brands Addendum Documents upon enrollment in BLAZE Brands), is the complete and exclusive statement of the mutual understanding of the parties and supersedes and cancels all previous written and oral agreements, communications, and other understandings relating to the subject matter of this Agreement. All waivers and modifications must be in writing signed by both parties, except as otherwise provided herein.

12.5 Severability

If any provision of this Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect and enforceable.

12.6 No Agency

No agency, partnership, joint venture, or employment is created as a result of this Agreement, and You do not have any authority of any kind to bind BLAZE® in any respect whatsoever.

12.7 Notices

All notices under this Agreement will be in writing via email or other electronic communication and will be deemed to have been duly given when delivery is electronically confirmed. A party may change its notice address by notifying the other party in writing.

12.8 Subcontractors

BLAZE® may use subcontractors and permit them to exercise the rights granted in order to provide the Services under this Agreement. Subject to the terms of this Agreement, BLAZE® will remain responsible for its subcontractors' compliance with the terms of this Agreement.

12.9 Publicity

BLAZE® may refer to Your name and trademarks in its marketing materials and website, including displaying Your logo, solely for the purpose of identifying You as a customer of BLAZE®.

12.10 Export Compliance

You may not remove or export from the United States or allow the export or re-export of the Services, Hardware, Software, or anything related thereto, or any direct product thereof in violation of any restrictions, laws, or regulations of the United States Department of Commerce, the United States Department of Treasury Office of Foreign Assets Control, or any other United States or foreign agency or authority.

12.11 Feedback

If You or any of Your employees, subcontractors, or agents sends or transmits any communications or materials to BLAZE® suggesting or recommending changes to the BLAZE® intellectual property, including without limitation new features or functionality ("Feedback"), BLAZE® is free to use such Feedback irrespective of any other obligation or limitation between the parties governing such Feedback. You hereby grant to BLAZE®, on Your behalf and on behalf of Your employees, subcontractors and/or agents, a non-exclusive, non-transferable, worldwide, royalty-free license for BLAZE®'s use of the Feedback for any purpose whatsoever, although BLAZE® is not required to use any Feedback.

12.12 Force Majeure

No Party shall be liable or responsible to the other Party for any failure or delay in fulfilling or performing any term of this Agreement (excluding Your failure to pay undisputed amounts owed when due) when such failure or delay is caused by or results from acts beyond the affected Party's reasonable control, including without limitation strikes, lock-outs, cyber-attacks, acts of God, export bans, sanctions, war, terrorism, riot, national or international calamity, fires, floods, storms, earthquakes, epidemics, or similar events (each a "Force Majeure Event"). The Party suffering a Force Majeure Event shall use reasonable efforts to mitigate against the effects of such event. If the effects of the Force Majeure Event continue unmitigated for thirty (30) consecutive days, then either Party may terminate this Agreement upon written notice to the other Party.

12.13 Know Your Customer

Depending upon which Services You select, BLAZE® must comply with all applicable state and federal Anti-Money Laundering, Bank Anti-Fraud, and Bank Secrecy laws and regulations. Accordingly, BLAZE® must meet Know Your Customer criteria which mandate that we collect certain documents that enable us to verify Your business and license status. We will, at a minimum, require a copy of Your state and/or local business license(s), business formation documents, state tax collection permits, EIN, and Corporate Officer/Director listings. Failure to timely provide the requested documentation may result in termination of the Agreement.

12.14 Questions

Questions about the Terms of Service should be sent to BLAZE® customer support at support@BLAZE.me.

Supplemental Account Terms — Tribal Government Clients

The following Terms of Service are supplemental to the general BLAZE® Terms of Service for federally recognized Indian tribal government clients. Violation of any of the terms below may result in the termination of Your Account.

- “Tribe” means the federally recognized Indian tribe executing these Terms of Service.
- “You” refers to the individual designated to represent and bind the Tribe to these Terms of Service.
- The provision regarding compliance with state laws is replaced with the following: “You have been organized, are in good standing, and are operating in compliance with the laws of the Tribe.”
- The provision regarding licenses and taxation is replaced with the following: “You possess, maintain at all times, and display the required Tribal business license or Seller’s Permit as may be required by the Tribe.”
- If the Tribe operates more than one retail facility, each facility shall possess, maintain, and display the required Tribal business license or Seller’s Permit as required by the Tribe.
- All fees are exclusive of all applicable taxes, charges, fees, levies, or duties imposed by the Tribe or other authorized government, and You shall be responsible for payment of all such amounts. In the event of a dispute regarding the application of taxes by any other government than the Tribe, the Tribe shall be responsible for the costs associated with such dispute, including legal costs.
- The provision regarding tax settings is modified by replacing the phrase “local, state, and national governmental tax schemes” with “tribal, national, or other applicable governmental tax schemes.”
- The provision relating to permission to utilize Your name is modified by adding at the end “with Your advance written consent.”
- You expressly and irrevocably waive the sovereign immunity of Your Tribal government from unconsented suit or other legal proceedings, and any defense based thereon, with respect to enforcement solely by BLAZE® of the covenants and obligations under this Agreement.
- All disputes arising out of this Agreement shall be settled by binding arbitration conducted in accordance with the Commercial Arbitration Rules of the American Arbitration Association in effect on the date demand for arbitration is made. The parties shall meet within ten (10) days after receipt of any dispute notice for the purpose of informally resolving the dispute. In the event that the meet and confer process is unsuccessful, Arbitration shall be initiated by either party delivering a written arbitration demand to the other party. Within fourteen (14) days of the Arbitration Demand, the parties shall agree on a single arbitrator. If the parties are unable to so agree, the arbitrator shall be selected by the AAA.

These Terms and Conditions were last updated on August 15, 2026 and will be effective as of August 15, 2026.