# End User Terms of Service

Platform Access Terms for Reseller End Clients

**Accelerate, LLC**

Version 1.0, November 2026

These End User Terms of Service (these **"Terms"**) govern access to and use of the Accelerate ERP implementation platform (the **"Platform"**), owned and operated by **Accelerate, LLC**, a Delaware limited liability company ("**Accelerate**"), by the end client entity and each individual Authorized User accepting these Terms (collectively, "**Customer**"). Customer receives access to the Platform through an authorized Accelerate value-added reseller ("**Reseller**") engaged by Customer to perform a discrete ERP implementation project through the Platform (an "**Implementation**").

PLEASE READ THESE TERMS CAREFULLY. BY ACCESSING THE PLATFORM OR CLICKING "I AGREE," CUSTOMER ACCEPTS THESE TERMS, AND ACKNOWLEDGES THAT HE, SHE OR IT IS OBTAINING ACCESS TO THE PLATFORM OWNED AND PROVIDED BY ACCELERATE. ACCELERATE IS WILLING TO PROVIDE ACCESS TO THE PLATFORM ONLY UPON THE CONDITION THAT THE CUSTOMER ACCEPTS ALL OF THESE TERMS.

## 1. ACCESS TO THE PLATFORM

**1.1 Access Grant.** Subject to these Terms, Accelerate will make the Platform available to Customer and its authorized personnel, during the period of Customer's Implementation and any access period arranged through Reseller, solely in connection with the Implementation performed for Customer by Reseller, and for no other purpose. Such access grant shall enable Customer to upload, deliver and otherwise provide Customer Data (as defined below) to the Platform, but no software is licensed or delivered to Customer under these Terms; the Platform is provided exclusively as a hosted service. Such access grant is limited in scope, non-exclusive, non-transferable and revocable as set forth in these Terms.

**1.2 Relationship to Reseller Agreement.** Customer's commercial terms, including all fees, project scope, deliverables, and professional-services warranties, are solely between Customer and Reseller. Accelerate is not a party to that engagement and has no responsibility for Reseller's services or its performance of the Implementation. These Terms govern only Customer's access and use of the Platform itself.

## 2. RESTRICTIONS

**2.1** Customer shall not violate the Acceptable Use Policy made available by Accelerate, or take any of the following actions:

- Sell, rent, or provide third-party access to the Platform other than to the Customer's authorized personnel.
- Use the Platform in violation of applicable law or for any unauthorized purpose, including data protection, export control, and sanctions laws.
- Upload or transmit data the Customer does not have the right to process, including Personal Data (as defined in the Data Processing Addendum) collected without required notice or consent.
- Decompile, decrypt, disassemble, reduce or otherwise attempt to reverse engineer the Platform, any portion thereof, or any services or functions provided thereby.

- Modify, adapt, duplicate, republish, display, transmit or distribute all or any part of the Platform or create derivative works based upon the Platform.
- Attempt to gain unauthorized access to, probe, scan, breach, disrupt or interfere with the security of, or otherwise cause harm to, the Platform or its infrastructure, or the internal systems or any website of Accelerate, or any systems resources, accounts, servers or networks connected to or accessible through the systems or websites.
- Access, upload, store, distribute or transmit any materials that (a) violate or infringe in any way upon the rights of others, (b) are unlawful, threatening, abusive, hateful, tortious, defamatory, libelous, deceptive, fraudulent, invasive of another's privacy or publicity rights, harassing, inappropriate, indecent, lascivious, lewd, profane, obscene, racist, or excessively violent, (c) constitute or encourage conduct that would constitute a criminal offense or give rise to civil liability or otherwise violate any law, or (d) contain a virus, Trojan horse, worm, time bomb, cancelbot, easter egg, corruptive file, or other malicious code or harmful or disruptive components.
- Access another customer's data or information, or attempt to do so.
- Share, sell, or transfer account credentials, or permit account sharing among individuals.
- Interfere with or disrupt the integrity or performance of the Platform, including through excessive automated requests.
- Use automated means to scrape, extract, or bulk-export Platform content other than the Customer's own data through provided export features.
- Impersonate any person or entity or misrepresent its affiliation with any other person or entity, or in any way create a false identity for the purpose of misleading others.
- Misrepresent AI-generated output as independently verified where it has not been reviewed.

## 3. CUSTOMER DATA

**3.1 Ownership.** Customer retains all right, title, and interest in the business data Customer or Reseller submits to the Platform on Customer's behalf ("**Customer Data**"). While these Terms remain in effect with respect to Customer, Customer grants Accelerate a non-exclusive right to access, use, host and process Customer Data solely to provide the Platform and related services and support performed by Accelerate in connection therewith.

**3.2 AI Processing.** The Platform uses third-party large language models hosted in Accelerate's secured cloud environment (currently Amazon Bedrock on AWS) to generate configuration recommendations, data mappings, and similar outputs from Customer Data. Neither Accelerate nor its AI providers use Customer Data to train generalized AI models. Data processing details, security measures, and the subprocessor list are set forth in Accelerate's Data Processing Addendum, published at https://accelerateerp.com/agreements.

**3.3 Responsibility for Output.** AI-generated output is a starting point requiring professional review. Reseller (and not, for the avoidance of doubt, Accelerate) is responsible for reviewing, validating, and deploying outputs for Customer. Customer should not rely on unreviewed output for production use.

## 4. INTELLECTUAL PROPERTY

**4.1** Except for the access rights set forth in Section 1 of these Terms, nothing in these Terms is intended to, nor shall it be interpreted to, grant or convey to Customer any license, interest or rights, express or implied, in or to the Platform or any proprietary or other intellectual property rights of Accelerate, whether by implication, estoppel, or otherwise. Accelerate and its licensors shall retain all right, title, and interest in and to the Platform, its software, models, workflows, templates, documentation, and all intellectual property rights related thereto, and any and all improvements, enhancements, variations, modifications and derivatives thereof, including any usage data and telemetry in de-identified or Aggregated Data. Customer shall not (a) appropriate the Platform or any improvements, enhancements, variations, modifications and derivatives thereof, or challenge Accelerate's ownership thereof or rights therein, and (b) sell, transfer, lease, disseminate or otherwise make available the Platform, except as expressly provided in these Terms, without the prior written consent of Accelerate.

**4.2 Feedback.** Accelerate may freely use suggestions or feedback provided by Customer without obligation. Customer hereby acknowledges and agrees that, to the extent Customer provides Accelerate (or provides Reseller) with any feedback, comments, suggestions or ideas regarding the Platform ("**Feedback**"), Accelerate shall have all right, title and interest to such Feedback and shall be entitled to freely incorporate any such Feedback into any improvements, modifications, enhancements or subsequent versions of the Platform or any new products or derivative works.

## 5. WARRANTY DISCLAIMER

**5.1** EXCEPT AS EXPRESSLY STATED, THE PLATFORM, INCLUDING ALL DATA, CONTENT AND SOFTWARE INTEGRATED OR INCORPORATED THEREIN, IS PROVIDED "AS IS" AND WITHOUT ANY REPRESENTATIONS, WARRANTIES OR CONDITIONS OF ANY KIND. WITHOUT LIMITING THE FOREGOING, ACCELERATE EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, INCLUDING, WITHOUT LIMITATION, THE WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, INFORMATIONAL CONTENT, AND NON-INFRINGEMENT. ACCELERATE DOES NOT WARRANT THAT AI-GENERATED OUTPUT WILL BE ACCURATE, COMPLETE, ERROR-FREE OR SUITABLE FOR ANY PARTICULAR IMPLEMENTATION. WITHOUT LIMITING THE FOREGOING, EXCEPT AS EXPRESSLY PROVIDED HEREIN, ACCELERATE MAKES NO REPRESENTATION, WARRANTY OR COVENANT, EXPRESS OR IMPLIED, (i) AS TO THE ACCURACY OR RELIABILITY OF ANY INFORMATION, CONTENT, SERVICE OR MERCHANDISE PROVIDED BY OR THROUGH ACCELERATE, AND (ii) AS TO CUSTOMER'S OR ANY AUTHORIZED USER'S USE OR QUIET ENJOYMENT OF THE PLATFORM, AND ACCELERATE SHALL NOT BE LIABLE, EITHER DIRECTLY OR INDIRECTLY, AS A CONSEQUENCE OF ANY IMPAIRMENT OF SUCH USE OR QUIET ENJOYMENT. ACCELERATE MAKES NO WARRANTY THAT THE PLATFORM WILL MEET CUSTOMER'S OR ANY AUTHORIZED USER'S EXPECTATIONS, REQUIREMENTS OR NEEDS. EXCEPT AS OTHERWISE EXPRESSLY SET FORTH HEREIN OR IN RESELLER'S SERVICE LEVEL AGREEMENT, ACCELERATE DOES NOT GUARANTEE THE CONTINUOUS OR UNINTERRUPTED OR SECURE ACCESS TO THE PLATFORM.

UNDER NO CIRCUMSTANCES SHALL ACCELERATE BE LIABLE FOR ANY DAMAGES THAT RESULT FROM THE USE OF OR INABILITY TO USE THE PLATFORM, OR THAT RESULT FROM MISTAKES, OMISSIONS, INTERRUPTIONS, DELETION OF FILES OR EMAIL, ERRORS, DEFECTS, VIRUSES, DELAYS IN OPERATION OR TRANSMISSION, OR FAILURE OF PERFORMANCE, WHETHER OR NOT RESULTING FROM ACTS OF GOD, COMMUNICATIONS FAILURE, THEFT, DESTRUCTION, OR UNAUTHORIZED ACCESS TO ACCELERATE'S RECORDS, PROGRAMS, PRODUCTS OR SERVICES. ANY WARRANTIES REGARDING THE IMPLEMENTATION SERVICES ARE PROVIDED SOLELY BY RESELLER UNDER ITS AGREEMENT WITH CUSTOMER.

## 6. LIMITATION OF LIABILITY

**6.1** TO THE MAXIMUM EXTENT PERMITTED BY LAW, ACCELERATE'S TOTAL LIABILITY TO CUSTOMER UNDER THESE TERMS IS LIMITED TO ONE THOUSAND U.S. DOLLARS (US $1,000) OR, IF GREATER, THE AMOUNTS ACCELERATE RECEIVED THAT ARE ATTRIBUTABLE TO CUSTOMER'S IMPLEMENTATION IN THE TWELVE (12) MONTHS PRECEDING THE CLAIM. ACCELERATE IS NOT LIABLE FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, OR PUNITIVE DAMAGES, OR LOST PROFITS OR DATA, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

## 7. TERM; SUSPENSION; TERMINATION

**7.1 Term.** These Terms are effective upon Customer's acceptance hereof and shall continue until Customer's access period ends, whether via the termination of Reseller's agreement with Accelerate, the suspension of Customer's access by Accelerate, or otherwise, or these Terms are otherwise terminated.

**7.2 Suspension.** Accelerate may in its sole discretion suspend Customer's and any Authorized User's right to access or use any portion or all of the Platform immediately upon written notice to Customer if Accelerate determines that the use of the Platform by Customer or such Authorized User (a) poses a security risk to the Platform or Accelerate's confidential information, (b) is connected with service attacks, spamming, misappropriation of third party rights, illegal activity or may otherwise subject Accelerate or its affiliates to any liability, or (c) constitutes a breach of these Terms or Accelerate's Acceptable Use Policy. Customer agrees that Accelerate shall not be liable for any suspension of the Platform initiated pursuant to this Section 7.2.

**7.3 Termination; Data.** Accelerate may terminate these Terms for material breach by Customer that is not cured, to the extent curable, within thirty (30) days of Accelerate's delivery of notice of such breach. Upon termination or expiration of these Terms, all access by Customer to the Platform shall immediately cease, and all rights and obligations of the Parties under these Terms and arising after the date of such termination shall cease. Customer Data export and deletion are handled as described in the Data Processing Addendum and through Reseller.

## 8. GENERAL

**8.1 Governing Law.** These Terms are governed by the laws of the State of Delaware, without regard to conflicts-of-law rules; exclusive venue lies in the state and federal courts of New Castle County, Delaware.

**8.2 Assignment.** Customer may not assign these Terms or its rights or obligations hereunder without Accelerate's prior written consent.

**8.3 Entire Agreement.** These Terms (along with Accelerate's Acceptable Use Policy and Data Processing Addendum, each of which is published at https://accelerateerp.com/agreements) are the entire agreement between Accelerate and Customer regarding Platform access and supersede all prior discussions and agreements. If Accelerate and Customer have executed a direct written agreement covering the Platform, that agreement shall supplement these Terms to the extent the provisions of such agreement do not conflict with these Terms, and shall supersede these Terms to the extent the provisions of such agreement do conflict with these Terms.

**8.4 Amendments.** Accelerate may modify, amend or update these Terms prospectively from time to time and at any time, in its sole discretion, and notice of material changes to these Terms will be provided through the Platform or Reseller. Customer's continued access and use of the Platform will be subject to the most current version of these Terms at the time of such use, and such continued access and use shall constitute acceptance of such modified, amended or updated Terms.

**8.5 Force Majeure.** Accelerate shall not be liable for delay or failure to access the Platform caused by events beyond its reasonable control, including, without limitation, acts of God, hostile actions, sabotage, war, blockade, insurrection, riot, epidemic, natural disaster, fire or other casualty, labor strike or industrial dispute, for so long as such conditions continue to exist.