



## INNERGY ERP PRODUCT TERMS

Version Date: July 1, 2026

These ERP Product Terms supplement the Main Services Agreement between Customer and INNERGY (the "MSA"). Capitalized terms not defined here have the meanings in the MSA. These terms apply when an Order Form references "ERP Product Terms." The version of these ERP Product Terms in effect as of the Effective Date of the applicable Order Form governs the ERP Service under that Order Form unless the Order Form expressly states otherwise.

**1. Product Description.** The INNERGY ERP Service is a cloud-based enterprise resource planning platform designed for custom woodworking, architectural millwork, and cabinetry manufacturing businesses, with features and functionality for site management, manufacturing execution, sales, estimating, takeoff, project management, business operations management, and related modules as described in the Documentation. Customer is solely responsible for reviewing, validating, and approving all estimates, takeoffs, schedules, project information, manufacturing information, reports, business records, and other outputs generated by or through the ERP Service before use or reliance.

**2. Modules and Features.** INNERGY may offer additional modules and features that may be added by executing an updated Order Form or other purchase method made available by INNERGY. INNERGY reserves the right to charge separate Fees for individual modules or feature sets.

**3. Geolocation Features.** If Customer enables GPS tracking features within the ERP Service, Customer must comply with the MSA's applicable obligations regarding disclosure to and obtaining consent from Authorized Users before collecting or processing geolocation data, and must provide all required notices before enabling tracking. Customer is solely responsible for compliance with all applicable geolocation and employee monitoring laws.

**4. Mobile Applications.** INNERGY may make mobile applications available as part of the ERP Service. Customer may install these applications on devices owned or controlled by Customer or Authorized Users solely for accessing the ERP Service. Mobile applications are part of the Platform and subject to all restrictions in the MSA.

**5. Data Backup.** Customer is responsible for maintaining its own copies of Customer Data and should not rely on the ERP Service as Customer's sole backup, archival, or disaster recovery solution. Any backups maintained by INNERGY are solely for INNERGY's



operational purposes and are not intended to serve as Customer's backup, archival, or disaster recovery solution. INNERGY does not guarantee the availability of any backup copy or restoration of Customer Data except as expressly provided in the Agreement. Unless expressly agreed in writing, INNERGY is not responsible for converting, reformatting, cleansing, validating, or otherwise preparing Customer Data or files for use with the ERP Service.

**6. Usage Limits.** INNERGY may establish limits on storage, file space, processing, API usage, modules, features, and account activity. INNERGY will publish current limits in the Documentation or notify Customer in writing. INNERGY may log off accounts inactive for an extended period. If Customer exceeds applicable limits or purchased quantities, the overage will be handled as set forth in the Order Form or MSA.

**7. Third-Party Components and Integrations.** The ERP Service may include, require, or interoperate with Third-Party Components and third-party software, services, APIs, or integrations. A listing of Third-Party Components and applicable Third-Party Terms is available at [www.innergy.com/legal](http://www.innergy.com/legal) or upon written request. Customer's use of Third-Party Components is subject to the applicable Third-Party Terms. INNERGY makes no warranties regarding Third-Party Components or third-party integrations and is not responsible for the availability, functionality, security, performance, or continued compatibility of Third-Party Components or third-party integrations.