

# Corzly Command Center

## End-User License Agreement

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This End-User License Agreement ("Agreement") is a legal agreement between Corzly Inc. ("Corzly," "we," "us," or "our") and the individual or entity that accesses or uses Corzly Command Center ("Command Center" or the "Application") ("you" or "Customer"). By accessing or using Command Center, you agree to this Agreement. If you do not agree, do not use Command Center.

### 1. About Command Center

Command Center is Corzly's internal business application for authorized users to manage property operations, finance, invoicing, and related workflows. Command Center may integrate with third-party services, including Intuit QuickBooks Online ("QBO"), when you choose to connect an account.

Command Center is intended for authorized business users only and is not offered for general public consumer use.

### 2. License Grant

Subject to this Agreement, Corzly grants you a limited, non-exclusive, non-transferable, revocable license to access and use Command Center solely for your internal business purposes and only as permitted by your workspace administrator and applicable law.

You may not:

- copy, modify, or create derivative works of Command Center except as permitted by applicable law;
- reverse engineer, decompile, or disassemble Command Center;
- sublicense, sell, rent, lease, or distribute Command Center;
- use Command Center to build a competing product or service;
- access Command Center without authorization or attempt to bypass security controls;
- use Command Center in violation of any applicable law or third-party terms, including Intuit's terms of service.

### 3. Account Access and Eligibility

Access to Command Center is granted by Corzly or your workspace administrator. You are responsible for:

- maintaining the confidentiality of your login credentials;

- all activity that occurs under your account;
- ensuring your use complies with this Agreement and your organization's policies.

You must notify Corzly or your administrator promptly if you suspect unauthorized access to your account.

## 4. QuickBooks Online Integration

If you choose to connect QuickBooks Online ("QBO") to Command Center:

- You authorize Corzly to access, use, store, and process QBO data only as needed to provide the Command Center features you enable, including syncing customers, invoices, payments, deposits, and voids.
- QBO data is associated with your workspace and invoicing-as billing scope and is used solely for your organization's benefit.
- You remain responsible for your QBO account, accounting records, and compliance with applicable tax and financial regulations.
- You may disconnect QBO at any time through Command Center settings. Disconnecting stops future sync; data already written to QBO remains in your QBO company unless you remove it there.
- Intuit is not a party to this Agreement. Your use of QBO is subject to Intuit's own terms and policies. Intuit may modify, suspend, or discontinue QBO APIs or services at any time without notice to Corzly.
- Corzly is not an accounting, tax, or legal advisor. Command Center automates data synchronization; you are solely responsible for reviewing QBO entries for accuracy and compliance.

## 5. Customer Data and Confidentiality

"Customer Data" means all data you or your authorized users submit to Command Center, including data obtained from connected third-party services such as QBO.

You retain all ownership rights in your Customer Data. You grant Corzly a limited license to host, process, transmit, and display Customer Data solely to operate, maintain, secure, and improve Command Center for your benefit.

Corzly will not sell Customer Data. Corzly will not use QBO data from your connection for the benefit of other customers, except as required by applicable law or with your express consent.

Further details on how we collect, use, and protect personal information are set out in our Privacy Policy, available at: <https://corzly.com/legal/privacy>

## 6. Acceptable Use

You agree not to:

- upload or transmit unlawful, harmful, or infringing content through Command Center;

- interfere with or disrupt Command Center or its connected systems;
- probe, scan, or test the vulnerability of any system without authorization;
- use Command Center to transmit malware or conduct fraudulent activity.

Corzly may suspend or terminate your access for violations of this section.

## **7. Third-Party Services**

Command Center may integrate with third-party services including, without limitation, QBO, Stripe, email providers, and property management tools. Those services are governed by their own terms and privacy policies. Corzly is not responsible for the availability, accuracy, security, or conduct of any third-party service.

## **8. Availability and Changes**

Command Center is provided on an "as available" basis. We may modify, suspend, or discontinue features, including third-party integrations, with reasonable notice where practicable. We may update this Agreement from time to time. Continued use of Command Center after the effective date of an update constitutes your acceptance of the revised Agreement. Material changes will be communicated through Command Center or by email.

## **9. Disclaimers**

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, COMMAND CENTER IS PROVIDED "AS IS" AND "AS AVAILABLE" WITHOUT WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT.

CORZLY DOES NOT WARRANT THAT COMMAND CENTER WILL BE UNINTERRUPTED, ERROR-FREE, OR SECURE, OR THAT SYNCHRONIZATION TO QBO OR ANY OTHER THIRD-PARTY SERVICE WILL BE COMPLETE OR ACCURATE.

## **10. Limitation of Liability**

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW:

- CORZLY WILL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, OR FOR LOST PROFITS, REVENUE, DATA, OR GOODWILL, ARISING OUT OF OR RELATED TO COMMAND CENTER OR THIS AGREEMENT.
- CORZLY'S TOTAL CUMULATIVE LIABILITY ARISING OUT OF OR RELATED TO COMMAND CENTER OR THIS AGREEMENT WILL NOT EXCEED THE GREATER OF (A) USD \$100 OR (B) THE AMOUNTS PAID BY YOU TO CORZLY FOR COMMAND CENTER IN THE TWELVE (12) MONTHS

## PRECEDING THE CLAIM.

Some jurisdictions do not allow the exclusion of certain warranties or the limitation of certain types of damages. In such jurisdictions, the above limitations apply to the fullest extent permitted by law.

## 11. Indemnification

You agree to defend, indemnify, and hold harmless Corzly and its officers, directors, employees, and agents from and against any claims, liabilities, damages, losses, and expenses (including reasonable attorneys' fees) arising out of or related to: (a) your use of Command Center; (b) your Customer Data; (c) your QBO connection; or (d) your violation of this Agreement or applicable law — except to the extent caused by Corzly's gross negligence or willful misconduct.

## 12. Term and Termination

This Agreement remains in effect for as long as you use Command Center. Corzly or your workspace administrator may suspend or terminate your access at any time, with or without cause. You may stop using Command Center at any time.

The provisions of Sections 5, 9, 10, 11, and 13, and any other provisions that by their nature should survive, will survive termination of this Agreement.

## 13. General Provisions

**Governing Law.** This Agreement is governed by the laws of the State of Delaware, USA, without regard to its conflict-of-law rules.

**Entire Agreement.** This Agreement and the Privacy Policy together constitute the entire agreement between you and Corzly with respect to Command Center and supersede all prior agreements and understandings.

**Assignment.** You may not assign or transfer this Agreement or any rights hereunder without Corzly's prior written consent. Corzly may assign this Agreement freely.

**Severability.** If any provision of this Agreement is found to be unenforceable, the remaining provisions will continue in full force and effect.

Contact Us:

- Corzly Inc.
  - Email: [admin@corzly.com](mailto:admin@corzly.com)
  - Website: <https://corzly.com>
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