

Accolade Demo Environment — Terms of Service

Version: 1.0 · Effective date: August 17, 2026

THESE DEMO ENVIRONMENT TERMS OF SERVICE (THESE "TERMS") ARE A BINDING AGREEMENT BETWEEN MLE SOFTWARE LLC, A DELAWARE LIMITED LIABILITY COMPANY DOING BUSINESS AS ACCOLADE ("ACCOLADE"), AND THE CUSTOMER ORGANIZATION IDENTIFIED THROUGH YOUR REGISTRATION ("CUSTOMER") AND YOU, THE INDIVIDUAL ACCEPTING THESE TERMS ("YOU"). THESE TERMS GOVERN ALL ACCESS TO AND USE OF ACCOLADE'S PRIVATE DEMONSTRATION ENVIRONMENT AT ACCOLADEHQ.COM, INCLUDING ITS GALLERY OF APPLICATION DEMONSTRATIONS, WEB AND MOBILE PROTOTYPES, AND SIMULATED DATA (COLLECTIVELY, THE "DEMO ENVIRONMENT").

THESE TERMS TAKE EFFECT WHEN YOU CHECK THE BOX PRESENTED WITH THESE TERMS AND CLICK "AGREE AND CONTINUE" (OR A SIMILAR BUTTON) OR, IF EARLIER, WHEN YOU FIRST ACCESS OR USE ANY PART OF THE DEMO ENVIRONMENT (THE "EFFECTIVE DATE").

BY ACCEPTING THESE TERMS, YOU REPRESENT AND WARRANT THAT: (A) YOU ARE ACCEPTING USING A WORK EMAIL ADDRESS ISSUED BY CUSTOMER, AND YOUR ACCEPTANCE BINDS CUSTOMER; (B) YOU HAVE FULL LEGAL AUTHORITY TO BIND CUSTOMER TO THESE TERMS; (C) YOU HAVE READ AND UNDERSTAND THESE TERMS; AND (D) YOU AGREE TO THESE TERMS ON BEHALF OF CUSTOMER AND, WITH RESPECT TO SECTIONS 2, 4, 5, 7, 8, 12, 14 AND 15, IN YOUR INDIVIDUAL CAPACITY. IF YOU DO NOT HAVE SUCH AUTHORITY, OR IF YOU OR CUSTOMER DO NOT AGREE TO THESE TERMS, YOU MUST NOT ACCEPT THESE TERMS AND MAY NOT ACCESS OR USE THE DEMO ENVIRONMENT.

1. Definitions

1.1 "Access Period" means the period beginning on the Effective Date and continuing until terminated under Section 10.

1.2 "Accolade Materials" means the Demo Environment and every part of it, including all software, source code, object code, APIs, interfaces, visual designs, trade dress, workflows, features, functionality, application demonstrations, web and mobile prototypes, Simulated Data, documentation, text, graphics, audiovisual elements, performance characteristics, and any information concerning unreleased products, features, or roadmap, together with all modifications, improvements, and derivative works of any of the foregoing and all intellectual property rights therein.

1.3 "Competitor" means any person or entity (together with its affiliates, and any person acting on its behalf or for its benefit) that develops, markets, licenses, sells, resells, or provides software or technology-enabled services competitive with Accolade's products or services, including property management, leasing, marketing automation, resident or tenant experience, front-office or AI leasing-assistant, or other real-estate operations software.

1.4 "Confidential Information" has the meaning given in Section 7.1.

1.5 "Evaluation Purpose" means Customer's internal evaluation of Accolade's products for the sole purpose of deciding whether to enter into a commercial relationship with Accolade, and no other purpose.

1.6 "Simulated Data" means the fictitious, sample, or synthetic data presented within the Demo Environment.

1.7 "Users" means individuals who register for the Demo Environment using a work email address on a domain associated with Customer and approved by Accolade. Each User accepts these Terms upon that User's own first access, and "you" as used in these Terms refers to the individual so accepting, as identified in the preamble.

2. Eligibility; Registration; Competitor Exclusion

2.1 Restricted access. The Demo Environment is a private, non-public environment. Access is available only to organizations whose email domains Accolade has approved in its sole discretion, and only to individual Users who register with a genuine work email address on an approved domain. Accolade may refuse, revoke, or condition approval of any domain, organization, or individual at any time, with or without cause or notice.

2.2 Truthful registration. You must register using your real name, your actual employer, and a work email address issued to you by that employer. Registering with false, misleading, or borrowed information, or with an email address or domain you are not authorized to use, is a material breach, and any resulting access to the Demo Environment is unauthorized from the outset.

2.3 Competitor exclusion — condition of access. THE DEMO ENVIRONMENT MAY NOT BE ACCESSED BY ANY COMPETITOR, OR BY ANY PERSON ACTING FOR, AT THE DIRECTION OF, OR FOR THE BENEFIT OF ANY COMPETITOR, FOR ANY PURPOSE. This exclusion is a condition of access, not merely a covenant: any access by or on behalf of a Competitor is unauthorized access outside the scope of any consent given by Accolade. You and Customer represent and warrant — on the Effective Date and continuously, with the representation deemed re-made each time you access the Demo Environment — that neither you nor Customer is a Competitor and that you are not accessing the Demo Environment for the benefit of any Competitor.

2.4 Duty to disclose. You must notify Accolade at legal@accoladehq.com before accessing (or, if the circumstance arises later, promptly upon it arising) if: (a) you or Customer are, become, or are engaged by a Competitor; (b) Customer or your employing entity enters an agreement to be acquired by, merge with, or transfer control to a Competitor; or (c) you have any other conflict of interest relevant to your access. Section 10 governs the consequences.

3. License; Evaluation Purpose

3.1 License grant. Subject to Customer's and your continuous compliance with these Terms, Accolade grants Customer, exercisable only through you personally, a limited, revocable, non-exclusive, non-transferable, non-sublicensable license during the Access Period to access and view the user-facing interfaces of the Demo Environment as presented by Accolade, solely for the Evaluation Purpose.

3.2 Scope of access. The license in Section 3.1 extends only to the user-facing demonstration interfaces Accolade makes visible to you. It does not extend to, and you may not attempt to access, any API, backend system, database, source code, administrative or non-public area, or infrastructure component of the Demo Environment.

3.3 No production or commercial use. The Demo Environment is provided for demonstration only. Customer and you shall not use it for production, commercial, or revenue-generating purposes; to provide services to any third party; for training purposes beyond the Evaluation Purpose; or in any service-bureau, outsourcing, or hosted offering.

3.4 Reservation; automatic revocation. All rights not expressly granted are reserved by Accolade. The license in Section 3.1 is conditioned on compliance and terminates automatically, without notice, upon any breach of Section 2, 4, 5, or 7. Access after revocation is unauthorized.

4. Restrictions

Except as expressly permitted by Section 3, Customer and you shall not, and shall not permit, cause, encourage, or assist any third party to, directly or indirectly:

(a) Copying and derivatives. Copy, reproduce, modify, translate, adapt, or create derivative works of the Demo Environment or any Accolade Materials, or frame, mirror, republish, distribute, sell, resell, rent, lease, or otherwise make any of them available to any third party;

- (b) Reverse engineering. Reverse engineer, decompile, disassemble, decode, or otherwise attempt to derive or gain access to the source code, underlying structure, algorithms, data models, or know-how of the Demo Environment. "Reverse engineering" includes all acts — including systematic observation, testing, investigation, and de-construction of the Demo Environment's interfaces, workflows, or behavior — undertaken with the aim of decoding, reconstructing, or replicating Accolade's know-how, whether or not any code is accessed. If applicable law grants a non-waivable interoperability right, Customer must first give Accolade ninety (90) days' prior written notice and permit Accolade to propose alternatives;
- (c) Competitive use. Access or use the Demo Environment to build, train, improve, inform, or assist in developing any product or service that is similar to or competes with any Accolade product, or copy or appropriate any ideas, features, functions, workflows, designs, or graphics of the Demo Environment;
- (d) Benchmarking and disclosure of assessments. Conduct or disclose any benchmark, stress test, availability or performance monitoring, or competitive analysis of the Demo Environment, or publish or disclose to any third party any review, assessment, or evaluation of it, without Accolade's prior written consent;
- (e) Capture and recording. Screenshot, screen-record, photograph, film, live-stream, screen-share, or otherwise capture, display, or transmit any part of the Demo Environment, except that limited captures may be made and shared solely within Customer's internal evaluation team solely for the Evaluation Purpose. All such permitted captures are Accolade Confidential Information, must be handled under Section 7, and must be deleted on Accolade's request;
- (f) Scraping and automated access. Use any robot, crawler, scraper, headless browser, or other automated tool to access the Demo Environment, or use any data-gathering or extraction tool to harvest any content, code, asset, or data from it;
- (g) Security testing and circumvention. Conduct any vulnerability scan, penetration test, load or stress test, or other security testing of the Demo Environment; probe or attempt to breach any security, authentication, or rate-limiting mechanism; or bypass, defeat, or circumvent any access control, usage limit, domain restriction, or other technical measure;
- (h) AI and machine learning. Use the Demo Environment or any Accolade Materials, or any output or capture of them, to directly or indirectly create, train, fine-tune, test, or improve any machine-learning model, artificial-intelligence system, or automated agent;
- (i) Notices and interference. Remove, alter, or obscure any proprietary notice; introduce any malicious code; or interfere with or disrupt the integrity or performance of the Demo Environment; or
- (j) Attempts. Attempt any of the foregoing.

5. Credentials and Account Security

5.1 Personal credentials. Credentials are issued to you personally, are non-transferable, and may not be shared with any other person — including colleagues (who may register for their own access) and including any Competitor. You are responsible for maintaining the confidentiality of your credentials.

5.2 Account responsibility. Customer is responsible for all activity occurring under its Users' accounts, whether or not authorized by Customer. You and Customer must notify Accolade promptly at legal@accoladehq.com of any suspected compromise, unauthorized access, or credential misuse.

6. Demo Content; Simulated Data

6.1 Simulated data only. The Demo Environment contains Simulated Data. Customer and you shall not enter, upload, or transmit into the Demo Environment any real, personal, resident, tenant, financial, health, payment-card, or production data of any kind. Accolade has no obligation or liability with respect to any data entered in violation of this Section, and disclaims all responsibility for it.

6.2 No retention. Anything entered into the Demo Environment may be modified, reset, or permanently deleted by Accolade at any time, without notice or liability. The Demo Environment is not a storage or backup service.

6.3 Prototypes; no commitments. The Demo Environment consists of demonstrations and prototypes that may be incomplete, simulated, or non-functional in whole or in part. Nothing in the Demo Environment is an offer, specification, or commitment that any feature or product exists, performs as shown, or will be commercially released.

7. Confidentiality; Trade Secrets

7.1 Accolade Confidential Information. "Confidential Information" means all non-public information disclosed by or on behalf of Accolade or made accessible through the Demo Environment, in any form, that is designated confidential or that reasonably should be understood to be confidential given its nature and the circumstances of disclosure. Without need for marking or designation, the following are deemed Accolade's Confidential Information: the Demo Environment and all Accolade Materials; all interfaces, designs, workflows, features, and prototypes; Simulated Data; documentation; performance and technical information; information about unreleased products, features, or roadmap; pricing information; the results of any use or evaluation of the Demo Environment; the existence and contents of the specific demonstrations in the gallery; and any captures or notes made under Section 4(e). Confidential Information does not include information that: (i) is or becomes public through no fault of Customer or you; (ii) was lawfully known to the recipient without restriction before disclosure; (iii) is independently developed without use of or reference to Confidential Information; or (iv) is lawfully received from a third party without restriction.

7.2 Obligations. During the Access Period and for five (5) years thereafter, Customer and you shall: (a) use Confidential Information solely for the Evaluation Purpose; (b) not disclose it to anyone other than Customer personnel who have a need to know it for the Evaluation Purpose and are bound by confidentiality obligations at least as protective as these Terms; and (c) protect it with at least the degree of care used for their own most sensitive information, and no less than reasonable care. For any Confidential Information constituting a trade secret, these obligations continue for as long as the information remains a trade secret under applicable law.

7.3 Trade-secret acknowledgment. Customer and you acknowledge and agree that: (a) the Demo Environment and Accolade Materials contain valuable trade secrets of Accolade — including non-public product designs, interfaces, workflows, and functionality — within the meaning of the Defend Trade Secrets Act of 2016 (18 U.S.C. § 1836 et seq.) and applicable state Uniform Trade Secrets Acts, including the Delaware Uniform Trade Secrets Act (6 Del. C. ch. 20); (b) Accolade maintains reasonable measures to protect their secrecy, including domain-based access approval, credentialed authentication, and these Terms; (c) access is provided in confidence solely for the Evaluation Purpose; and (d) any use or disclosure in violation of these Terms constitutes misappropriation and will cause Accolade immediate and irreparable harm.

7.4 Return and deletion. Upon termination of the Access Period or upon Accolade's earlier request, Customer and you shall promptly cease all use of, and permanently delete or destroy, all Confidential Information in their possession or control (including any captures or notes made under Section 4(e)), and shall certify such deletion in writing within ten (10) days of Accolade's request.

7.5 No publicity. Neither Customer nor you shall issue any press release or make any public statement regarding the Demo Environment, these Terms, or Customer's evaluation, or use Accolade's name, marks, or logos, without Accolade's prior written consent.

7.6 Compelled disclosure. If disclosure of Confidential Information is compelled by law or court order, Customer or you shall (to the extent legally permitted) give Accolade prompt prior written notice and reasonable cooperation to seek protective treatment, and shall disclose only what is legally required.

8. Intellectual Property; Feedback

8.1 Ownership. Accolade and its licensors own and retain all right, title, and interest in and to the Accolade Materials, including all intellectual property rights. Nothing in these Terms transfers any ownership to Customer or you, and neither Customer nor you shall contest Accolade's ownership of, or the validity of Accolade's rights in, the Accolade Materials.

8.2 Feedback. If Customer or you provide any suggestion, idea, feature request, comment, or other feedback regarding the Demo Environment or Accolade's products ("Feedback"), Customer and you hereby irrevocably assign to Accolade all right, title, and interest in and to such Feedback, and shall provide reasonable assistance to document and perfect that assignment. To the extent such assignment is ineffective under applicable law, Customer and you grant Accolade a perpetual, irrevocable, worldwide, royalty-free, fully sublicensable and transferable license to use and exploit the Feedback for any purpose without restriction, attribution, or compensation. Feedback is Accolade's Confidential Information and is not Customer's or your Confidential Information.

8.3 No confidential submissions. Accolade does not accept any information in confidence from Customer or you through the Demo Environment. These Terms impose no confidentiality obligation on Accolade.

9. Usage Data; Monitoring

9.1 Usage data. Accolade owns all logs, telemetry, analytics, session records, and other data generated by or relating to access to and use of the Demo Environment ("Usage Data"). Accolade may use Usage Data for any lawful purpose, including operating, securing, and improving its products.

9.2 Monitoring consent. Customer and you acknowledge and agree that Accolade may monitor, record, and audit all activity in the Demo Environment — including logins, page views, session activity, IP addresses, and device information — and may use such records to verify compliance with these Terms, to investigate suspected misuse, and as evidence in any proceeding to enforce these Terms.

9.3 Personal information. Accolade processes registration and Usage Data relating to identifiable individuals in accordance with its Privacy Policy at <http://www.accoladehq.com/privacy>, which is incorporated into these Terms by reference.

10. Term; Suspension; Termination

10.1 Term. These Terms commence on the Effective Date and continue until the Access Period is terminated under this Section 10.

10.2 Accolade's discretion. THE DEMO ENVIRONMENT IS PROVIDED FREE OF CHARGE. Accolade may modify, limit, suspend, or discontinue the Demo Environment (in whole or in part), and may suspend or terminate the Access Period, any account, or any domain approval, at any time, with or without cause or notice, and without any liability to Customer or you.

10.3 Automatic termination. The Access Period terminates automatically, without notice or cure period, if: (a) Customer or you breach Section 2 (Eligibility; Competitor Exclusion), Section 4 (Restrictions), Section 5 (Credentials), or Section 7 (Confidentiality); (b) Customer or you become, are acquired by, merge with, or come under the control of a Competitor; or (c) an account remains inactive for ninety (90) consecutive days.

10.4 Customer termination. Customer or you may terminate at any time by ceasing all use and notifying Accolade or requesting account deletion.

10.5 Effect of termination. Upon any termination or expiration: (a) all licenses and access rights end immediately and Customer and you shall cease all access and use; (b) Section 7.4 (return and deletion) applies; and (c) Accolade may deactivate accounts and delete any data in the Demo Environment without liability. Termination does not limit any other right or remedy.

10.6 Survival. Sections 1, 2.3, 4, 5.2, 6, 7, 8, 9, 10.5, 10.6, 11, 12, 13, 14, 15, and 17 survive termination, along with any provision that by its terms survives.

11. Disclaimers

THE DEMO ENVIRONMENT AND ALL ACCOLADE MATERIALS ARE PROVIDED "AS IS" AND "AS AVAILABLE," WITHOUT WARRANTY OF ANY KIND. TO THE MAXIMUM EXTENT PERMITTED BY LAW, ACCOLADE DISCLAIMS ALL WARRANTIES, EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, ACCURACY, AVAILABILITY, OR QUIET ENJOYMENT, AND ANY WARRANTIES ARISING FROM COURSE OF DEALING OR TRADE USAGE. ACCOLADE PROVIDES NO SUPPORT, MAINTENANCE, SERVICE LEVELS, OR UPTIME COMMITMENT FOR THE DEMO ENVIRONMENT. THE DEMO ENVIRONMENT CONSISTS OF DEMONSTRATIONS AND PROTOTYPES USING SIMULATED DATA; IT MAY CONTAIN ERRORS, MAY BE INCOMPLETE OR INACCURATE, MAY NOT REFLECT ANY COMMERCIAL PRODUCT, AND MAY BE CHANGED OR WITHDRAWN AT ANY TIME. ACCOLADE HAS NO INDEMNIFICATION OBLIGATIONS OF ANY KIND WITH RESPECT TO THE DEMO ENVIRONMENT.

12. Limitation of Liability

12.1 Exclusion. TO THE MAXIMUM EXTENT PERMITTED BY LAW, ACCOLADE AND ITS AFFILIATES, MEMBERS, MANAGERS, OFFICERS, EMPLOYEES, AGENTS, LICENSORS, AND SUPPLIERS WILL HAVE NO LIABILITY OF ANY KIND ARISING OUT OF OR RELATING TO THE DEMO ENVIRONMENT OR THESE TERMS, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR OTHERWISE, INCLUDING ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES, LOSS OF PROFITS, REVENUE, GOODWILL, USE, OR DATA, OR BUSINESS INTERRUPTION, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

12.2 Fallback cap. IF, NOTWITHSTANDING SECTION 12.1, ACCOLADE IS FOUND LIABLE, ACCOLADE'S TOTAL AGGREGATE LIABILITY ARISING OUT OF OR RELATING TO THESE TERMS AND THE DEMO ENVIRONMENT WILL NOT EXCEED ONE HUNDRED U.S. DOLLARS (US \$100). THIS LIMIT APPLIES IN THE AGGREGATE ACROSS ALL CLAIMS AND WILL NOT BE ENLARGED BY MULTIPLE CLAIMS, AND APPLIES EVEN IF ANY REMEDY FAILS OF ITS ESSENTIAL PURPOSE.

12.3 No limitation on Customer's breach. THE LIMITATIONS AND EXCLUSIONS IN THIS SECTION 12 PROTECT ONLY ACCOLADE AND DO NOT LIMIT CUSTOMER'S OR YOUR LIABILITY FOR: (A) BREACH OF SECTION 2 (ELIGIBILITY; COMPETITOR EXCLUSION), SECTION 4 (RESTRICTIONS), SECTION 5 (CREDENTIALS), OR SECTION 7 (CONFIDENTIALITY; TRADE SECRETS); (B) INFRINGEMENT, MISAPPROPRIATION, OR VIOLATION OF ACCOLADE'S INTELLECTUAL PROPERTY OR PROPRIETARY RIGHTS; OR (C) CUSTOMER'S INDEMNIFICATION OBLIGATIONS UNDER SECTION 13. CUSTOMER AND YOU ARE FULLY LIABLE FOR ALL DAMAGES ARISING FROM THE FOREGOING.

12.4 Basis of the bargain. The parties acknowledge that Sections 11 and 12 reflect the allocation of risk for a free evaluation offering and are an essential basis of the bargain.

13. Indemnification

Customer shall defend, indemnify, and hold harmless Accolade and its affiliates, members, managers, officers, employees, and agents from and against all claims, damages, losses, liabilities, costs, and expenses (including reasonable attorneys' fees) arising out of or relating to: (a) any breach of these Terms by Customer or any of its Users; (b) any use of the Demo Environment by or through Customer's or its Users' accounts or credentials, including by any third party using such credentials; (c) any data entered into the Demo Environment in violation of Section 6.1; or (d) any violation of applicable law by Customer or its Users in connection with the Demo Environment. Accolade may participate in the defense with counsel of its choosing, and no settlement imposing any obligation or admission on Accolade may be made without Accolade's prior written consent.

14. Remedies; Injunctive Relief

14.1 Irreparable harm; no bond. Customer and you agree that any breach or threatened breach of Section 2, 4, 5, 7, or 8 will cause Accolade immediate and irreparable harm for which monetary damages are inadequate, and that Accolade is entitled to seek specific performance and preliminary and permanent injunctive relief, without the necessity of posting a bond or other security and without proof of actual damages, in addition to all other rights and remedies.

14.2 Statutory remedies. Nothing in these Terms limits Accolade's rights or remedies under the Defend Trade Secrets Act, any Uniform Trade Secrets Act, the Computer Fraud and Abuse Act, or any other statute or at common law. All remedies are cumulative.

14.3 Enforcement forum carve-out. Notwithstanding Section 15.2, Accolade may seek injunctive or other equitable relief, and may bring any action to protect its intellectual property, trade secrets, or Confidential Information, in any court of competent jurisdiction anywhere in the world.

14.4 Fees. In any action or proceeding to enforce these Terms, the prevailing party is entitled to recover its reasonable attorneys' fees and costs.

15. Governing Law; Venue; Waivers

15.1 Governing law. These Terms, and all claims arising out of or relating to them or the Demo Environment (whether in contract, tort, statute, or otherwise), are governed by the laws of the State of Delaware, without regard to its conflict-of-laws rules. The United Nations Convention on Contracts for the International Sale of Goods and the Uniform Computer Information Transactions Act do not apply.

15.2 Exclusive venue. Subject to Section 14.3, the state and federal courts located in the State of Delaware have exclusive jurisdiction over all disputes arising out of or relating to these Terms or the Demo Environment, and each party consents to personal jurisdiction and venue in those courts and waives all objections of inconvenient forum.

15.3 Jury and class waivers. TO THE MAXIMUM EXTENT PERMITTED BY LAW, EACH PARTY WAIVES ITS RIGHT TO A JURY TRIAL, AND ALL CLAIMS MUST BE BROUGHT IN THE PARTIES' INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS, COLLECTIVE, OR REPRESENTATIVE PROCEEDING.

15.4 Time bar. Any claim by Customer or you arising out of or relating to these Terms or the Demo Environment must be brought within one (1) year after the claim accrues, or it is permanently barred. This Section 15.4 does not apply to claims by Accolade for infringement or misappropriation of intellectual property or trade secrets, breach of confidentiality, or breach of Section 2.

16. Changes to These Terms

Accolade may update these Terms from time to time. Each version will bear a version identifier and effective date. For material changes, Accolade will present the updated Terms for affirmative re-acceptance at your next login, and continued access will require acceptance; for other changes, updated Terms take effect upon posting, and continued use of the Demo Environment after the stated effective date constitutes acceptance. The version of these Terms you accepted, and each subsequently accepted version, will be retained in Accolade's records.

17. General Provisions

17.1 Entire agreement; precedence. These Terms, together with the documents incorporated by reference, are the entire agreement between the parties regarding the Demo Environment and supersede all prior or contemporaneous understandings regarding it. If Accolade and Customer have executed a written evaluation, pilot, or master agreement signed by both parties that expressly governs demo or evaluation access, that agreement controls to the extent of any conflict. No terms in any Customer purchase order, procurement portal, vendor form, or similar document apply to the Demo Environment, and Accolade hereby objects to and rejects all such terms.

17.2 Assignment. Neither Customer nor you may assign or transfer these Terms or any rights under them, by operation of law or otherwise, without Accolade's prior written consent, and any attempt is void. Accolade may assign these Terms freely. Subject to the foregoing, these Terms bind and benefit the parties' permitted successors and assigns.

17.3 Notices. Accolade may give notice via the Demo Environment or by email to the work email address used at registration; notices are deemed given when sent. Legal notices to Accolade must be sent to MLE Software LLC dba Accolade, Attn: Legal, 228 Park Ave S, PMB 71905, New York NY 10003, with a copy to legal@accoladehq.com.

17.4 Export and sanctions. Customer and you represent that they are not located in, organized under the laws of, or ordinarily resident in any embargoed jurisdiction and are not on any U.S. government restricted-party list, and shall comply with all applicable export-control, sanctions, and anti-corruption laws in connection with the Demo Environment.

17.5 Severability; reformation. If any provision of these Terms is held invalid or unenforceable, it will be reformed to the minimum extent necessary to make it valid and enforceable while giving maximum effect to the parties' intent — including, for any restriction in Section 2, 4, or 7 held overbroad, enforcement to the maximum scope, duration, and subject matter permitted — and the remaining provisions remain in full force.

17.6 Waiver. No failure or delay in exercising any right is a waiver of it. Any waiver must be in writing and signed by the waiving party.

17.7 No third-party beneficiaries. There are no third-party beneficiaries to these Terms, except that Accolade's affiliates, and the persons listed in Sections 12.1 and 13, may enforce the protections given to them.

17.8 Relationship. The parties are independent contractors. These Terms create no partnership, joint venture, agency, or employment relationship.

17.9 Force majeure. Accolade is not liable for any failure or delay caused by events beyond its reasonable control.

17.10 Electronic contracting. These Terms are entered into electronically. Customer and you agree that the checkbox-and-click acceptance described above constitutes a valid electronic signature under the U.S. ESIGN Act and applicable state law, satisfies any statute-of-frauds or writing requirement, and shall not be contested on the ground that it was accepted or signed electronically. Accolade's records of acceptance (including timestamp, IP address, account identity, and Terms version) are admissible as evidence of these Terms and their acceptance.

17.11 Headings; interpretation. Headings are for convenience only. "Including" means "including without limitation."

Questions about these Terms: legal@accoladehq.com

MLE Software LLC dba Accolade · 228 Park Ave S, PMB 71905, New York NY 10003