



## MEJOR

### SUBSCRIPTION SERVICE TERMS AND CONDITIONS

Our Turtle Creek, LLC (“**Company**”, “**we**”, “**us**” or “**our**”) has developed the MeJOR™ software platform for front-end and back-end management of operations, scheduling, and customer interaction (the “**Platform**”) available via our getmejor.com website (“**Website**”), and offers access to this Platform as an online hosted service to its customers, as well as providing optional professional services (collectively, the “**Service**”). Your company (referred to as “**Customer**”, “**you**” or “**your**”) wishes to subscribe to the Service. By clicking on the “I AGREE” button on the Company’s sign-up website page you indicate your acknowledgement of, and agreement with, the terms and conditions contained in this Subscription Service Terms and Conditions (including all Exhibits attached hereto, the “**Agreement**”), effective as of the date that you accept this Agreement (“**Effective Date**”). In consideration of the Company providing Customer with access to and use of the Services (as defined herein), the parties agree to the terms and conditions set forth herein.

#### 1. Services

A. **Grant of Right of Access to the Platform.** Subject to Customer’s continued compliance with this Agreement, the Company hereby grants to Customer during this Agreement (i) a limited, nontransferable, nonsublicensable, and nonexclusive right to access the Platform and use the Service and Documentation (the “**Rights**”), for Customer’s internal business purposes (the “**Purpose**”). Nothing contained in this Agreement should be construed to be a sale or offer for sale of the Platform or any component thereof. “**Documentation**” means documentation provided by Company to Customer describing the use, operation, training, or support of the Platform.

B. Company may offer professional services in the nature of nonfinancial business practices guidance (as further described on our Website) (“**Professional Services**”), and where Customer has purchased such services, Company shall provide the Professional Services in a professional and workmanlike manner.

#### 2. Pricing; Payment

A. Subscription pricing for the Service is as stated on our Website. Company may change its pricing at any time in its sole discretion. Fees are payable monthly. All amounts are in U.S. dollars.

B. Pricing of Professional Services is as stated on our Website. Professional Services may be purchased in blocks of hours, or by the hour, as noted on our Website. The Professional Services are to be paid for in advance.

C. **Billing and Pre-authorization for Recurring Credit Card Charge.** The initial annual subscription order (after a sixty (60) day free trial) is for a twelve (12) months period, to be paid in monthly amounts of 1/12 of the annual amount, which period renews automatically for additional twelve (12) month periods until cancelled or terminated. Customer which will be automatically charged up front for the first month for 1/12 of the annual subscription and then monthly thereafter to the credit card Customer has provided to us. This means you authorize us to automatically charge the then-current monthly fee associated with that annual subscription to the credit card stored with your account before your subscription expires. No charges other than your monthly subscription Service fee and any Professional Services fees will be automatically charged to your credit card. In order to maintain access to the Service you must keep your credit card information with us current. If your credit card is cancelled or a charge is declined, failure to update the card information by the 10<sup>th</sup> day of the then-current month may result in suspension or termination of your access to the Service, the Professional Services, and/or your account. You agree that you will not dispute any valid charges unless you have already made an effort in good faith to rectify the

situation directly with us, and those efforts have failed. You represent and warrant you are the legal cardholder for this credit card, and that you are legally authorized to enter into this recurring agreement with us.

### 3. **Service Availability and Support**

A. **Availability.** During this Agreement, Company will use commercially reasonable efforts to (a) host, maintain and make the Platform and the Service available pursuant to the terms and conditions of this Agreement, and (b) employ reasonable administrative, technical, and physical safeguards consistent with industry standards intended to protect the confidentiality, integrity, and availability of Customer Data maintained on and processed by the Platform. Customer acknowledges that Company and/or its designees perform periodic maintenance on the Platform that may result in periods during which the Platform is not accessible (see the Support Level Agreement for details).

B. **Support.** The Company shall use commercially reasonable efforts to provide support for the Service as set forth in the Service Level Agreement of **Exhibit A**, attached hereto and incorporated herein.

### 4. **Restrictions on Use**

A. Customer itself shall not and shall not permit its users, employees or contractors to: (i) use the Platform or Service in any service bureau, time-sharing, or interactive cable system (ii) decompile, reverse engineer, disassemble or otherwise analyze the Platform, including all trade secrets and confidential information therein, or attempt to do any of the foregoing with respect to the Platform; (iii) resell, rent, lease, loan, sublicense or transfer the Platform, the Service, or any Rights, (iv) share any authorized user credentials, login information or use of or access to the Platform; (v) copy, create derivative works modify, reproduce, republish, distribute, transmit or use the Platform for commercial or other purposes, except as otherwise permitted in this Agreement; or, (vi) allow use of the Platform or Service by third parties outside of the United States.

B. **Authorization/De-Authorization.** At all times during this Agreement, Customer shall designate one or more of its employees to serve as the “**User Administrator**” for Customer. The User Administrator shall solely be responsible for authorizing, issuing and deauthorizing a login name, password, and any other credentialing information (collectively, “**Login Credentials**”) to its authorized users (“**Authorized Users**”), administering security profiles of Authorized Users, and inputting data regarding the Authorized Users. Customer agrees that each Authorized User will be assigned unique Login Credentials, and that no Login Credentials will be shared or otherwise utilized by two or more individuals at any time. Customer shall be solely responsible for the security of Login Credentials issued to each Authorized User. Customer shall timely deauthorize all Authorized Users that are no longer to have access to the Software. Customer agrees to comply with the procedures specified by Company from time to time regarding obtaining and updating passwords or other security measures for the Software. Customer is responsible for all acts and failures to act of its Authorized Users, and for ensuring that all Authorized Users are permitted by applicable law to access the Customer data. Company shall have no responsibility or liability for any damage or loss caused by the failure of Customer to deauthorize an Authorized User (e.g., a terminated employee).

### 5. **Confidentiality**

#### A. **Definitions**

i. “**Confidential Information**” means all confidential and proprietary financial data, marketing data, product markets, market projections, contacts, customers or customer lists, product plans, products, prototypes or models, hardware, designs, drawings, research, engineering know-how, negative know-how, services, methods of manufacture or production, techniques for improved production, inventions (whether or not patentable), unpublished patent applications, software (including, but not limited to, (i) system architecture, computer programs, including all software implementations of algorithms,

models and methodologies, whether in source code, executable code or object code form, (ii) databases and compilations, including all data and collections of data, whether machine readable or otherwise, (iii) descriptions, flow-charts and other work product used to design, plan, organize and develop any of the foregoing, screens, user interfaces, report formats, firmware, development tools, templates, menus, buttons and icons and (iv) documentation, including, but not limited to, user manuals and other training documentation, related to any of the foregoing), copyrightable and uncopyrightable works, financial data, financial plans, product plans or list of actual or potential customers or suppliers, which are not otherwise included within the definition of Trade Secrets, relating to the Platform or the Service, owned or possessed by the Company. Confidential Information of Customer includes all confidential Customer Data. **“Customer Data”** means data uploaded to the Platform by Customer or provided to Company for uploading to or use with the Platform.

ii. **“Trade Secrets”** means all forms and types of financial, business, scientific, technical, economic, or engineering information, including patterns, plans, compilations, program devices, formulas, designs, prototypes, methods, techniques, processes, procedures, programs, or codes, whether tangible or intangible, and whether or how stored, compiled, or memorialized physically, electronically, graphically, photographically, or in writing if: (i) the owner thereof has taken reasonable measures to keep such information secret; and (ii) the information derives independent economic value, actual or potential, from not being generally known to, and not being readily ascertainable through proper means by, another person who can obtain economic value from the disclosure or use of the information.

iii. **“Proprietary Information”** means all Confidential Information and Trade Secrets, collectively.

B. Customer agrees not to use, license, sell, transfer, provide, exploit or disclose the Proprietary Information disclosed to Customer by the Company or the existence, features, capabilities, contents, and all other information related to or embodied in the Platform other than as expressly set forth herein. Customer will not disclose any Proprietary Information of the Company to third parties except those directors, officers, employees, consultants and agents who are required to have the information in order for Customer to carry out the Purpose, and such disclosure may only be if Customer has a written nondisclosure agreement in place with the recipient of any Proprietary Information with content and restrictions of use substantially similar to the scope of the obligations in this Agreement and Customer will promptly notify the Company in writing of the names of each such person or entity who has executed such agreement after such agreement is executed. In no event will Customer disclose any Proprietary Information to any third party which is or which reasonably can be inferred to be a competitor of the Company at any time during this Agreement. Customer agrees that it will take all reasonable measures to protect the secrecy of and avoid disclosure or use of the Proprietary Information in order to prevent it from falling into the public domain or the possession of persons other than those persons authorized hereunder to have any such information, which measures shall include at least the highest degree of care that Customer utilizes to protect its own Proprietary Information of a similar nature, but in no event less than commercially reasonable measures. Customer agrees to promptly notify the Company in writing of any improper disclosure, misuse or misappropriation of such Proprietary Information of the Company which may come to Customer’s (or its contractors’ or service providers’) attention. Company agrees to not use or disclose any Customer Data other than in performance of the Services. Company agrees to maintain all Customer Data as confidential during this Agreement.

C. The foregoing commitments of the parties with respect to confidentiality in this Section 5 shall survive any expiration or termination of discussions between the parties, as follows: (i) with respect to Confidential Information, shall continue for a period of three (3) years following any termination or expiration of this Agreement and (ii) with respect to Trade Secrets, shall continue for so long as the information is considered by the holder of the Trade Secret to be a Trade Secret and for so long as there has been no final judicial determination that the trade secret status of the information has been lost.

D. Neither party shall have any obligation of confidentiality with respect to any Proprietary Information that it receives from the other party that the receiving party (i) already possesses without obligation of confidentiality, (ii) develops independently without reference to any Proprietary Information of the other party, as demonstrable by competent written proof, (iii) rightfully receives without obligation of confidentiality from a third party, or, (iv) becomes public knowledge without a breach of this Agreement.

E. The provisions of Section 11.B shall supersede any restrictions in this Section 5, but only with respect to De-Identified Data.

## 6. **Data Security**

A. Maintaining the security and confidentiality of Customer Data is a shared responsibility between Company and Customer. Company shall use commercially reasonable efforts to store, maintain and protect the confidentiality of Customer Data uploaded by Customer and its Authorized Users to the Platform or otherwise disclosed or transmitted to, or received or accessed by, Company. Company is not liable for the confidentiality or security of any Customer Data in the event of unauthorized access, theft, use or disclosure, either by or due to Customer's Authorized Users by users or third parties who have obtained unauthorized access to an Authorized User's Login Credentials through no fault of Company. Company shall not be responsible for any suspected or actual unauthorized access, theft, use or disclosure, or Security Breach of Customer Data due to Customer's breach of this Agreement, Customer's (or its contractors' or providers') failure to use reasonable care in securing access to Login Credentials or due to Customer's Authorized Users acts or omissions that are the proximate cause of any data Security Breach related to the Platform. "**Security Breach**" means (i) any unauthorized access, loss, or disclosure of non-De-Identified Customer Data which compromises the integrity and confidential nature of such information.

B. Company will be liable for any Security Breach of any Customer Data which has been successfully uploaded to the Platform where caused by the acts or omissions of Company or its agents, hosting services or other contractors, except to the extent due to any acts, omissions or negligence of Customer, its agents, or contractors ("**Company Security Breach**").

C. Customer shall be liable for Security Breach of Customer Data where caused by the acts or omissions of Customer, its contractors (other than Company, its agents or contractors), its then-current employees, former employees, and Authorized Users, and not due to any negligence of Company or its agents, hosting services, or other contractors ("**Customer Security Breach**").

D. **Authorized User Administration**. In order to obtain access to Customer Data, a user must first be a Credentialed User. User name and password ("**Login Credentials**") will be issued only after a user's acceptance of the Terms of Use and change of the temporary password. Upon issuance of Login Credentials, such user becomes a Credentialed User. A Credentialed User may request to become an Authorized User of Customer. Customer shall grant or reject such request, in its discretion. If granted, the Credentialed User shall become an Authorized User of Customer. At any time Customer may de-authorize an Authorized User, which will result in that user no longer having access to the Platform or Customer Data residing in the Platform. At all times during this Agreement, Customer shall designate one or more employees to serve as the "**User Administrator**" for Customer. The User Administrator shall solely be responsible for authorizing, issuing and deauthorizing Authorized Users, administering security profiles of Authorized Users, and inputting data regarding the Authorized Users. Customer agrees that no Login Credentials will be shared or otherwise utilized by two or more individuals at any time. Customer shall timely deauthorize all Authorized Users that are no longer to have access to the Services. Customer agrees to comply with the reasonable procedures specified in writing by Company from time to time regarding obtaining and updating passwords or other security measures for the Services. Customer is responsible for all acts and failures to act of its Authorized Users, and for ensuring that all Authorized Users are permitted by applicable law to access Customer Data. Company shall have no responsibility or liability for any damage or loss caused by the failure of Customer to deauthorize an Authorized User.

## 7. Limited Warranty

A. Company represents and warrants that: (i) the Services will be performed in a workmanlike manner with reasonable skill and care; and (ii) the Platform and the Services will perform substantially in accordance with the written Documentation provided by Company to Customer and the Service Level Agreement. Company warrants that Customer's use of the Software and any data, reports, or other information downloaded therefrom will not contain or introduce into Customer's systems any time bomb, Trojan horse, back door, worm, virus, malware, spyware, or other device or code designed or intended to, or that could reasonably be expected to, (a) disrupt, disable, harm, or otherwise impair the normal and authorized operation of, or provide unauthorized access to, any computer system, hardware, firmware, network, or device on which the Software is used; or (b) damage, destroy, or prevent the access to or use of any data or file without Customer's prior written consent. The foregoing in this paragraph are collectively defined as the "**Warranty**".

B. Company shall be responsible for all acts and omissions of its contractors and service providers related to this Agreement.

C. Exceptions to the Warranty. Notwithstanding any provisions to the contrary in this Agreement, the Warranty shall not apply to problems arising out of or relating to:

- i. any operation or use of, or other activity relating to the Platform other than as specified in the Documentation;
- ii. Customer's or any third party's negligence, abuse, misapplication or misuse of the Platform, including any use other than as specified in this Agreement or the Documentation;
- iii. the operation of, or access to, Customer's or a third party's system or network; or,
- iv. unauthorized access to the Platform or to Customer Data (e.g., by a third party obtaining login credentials or Customer or its users) unless due to Company's negligence.

D. Sole and Exclusive Remedy. If Company does not cure a breach of the Warranty, Customer has the right to terminate this Agreement. THIS SECTION 7.D SETS FORTH CUSTOMER'S SOLE AND EXCLUSIVE REMEDY AND COMPANY'S ENTIRE OBLIGATION AND LIABILITY FOR ANY BREACH OF ANY OF COMPANY'S WARRANTIES SET FORTH IN THIS AGREEMENT.

E. DISCLAIMER. OTHER THAN AS EXPRESSED IN THIS SECTION 7, THE SOFTWARE AND SERVICES PROVIDED BY COMPANY ARE PROVIDED "AS IS" WITHOUT ANY IMPLIED OR STATUTORY WARRANTIES OF ANY KIND, AND ALL OTHER WARRANTIES, INCLUDING WITHOUT LIMITATION, ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NONINFRINGEMENT, AND UNINTERRUPTED, UNINTERRUPTED OR ERROR-FREE USE, COURSE OF PERFORMANCE, ARISING FROM A COURSE OF DEALING, USAGE OF TRADE, AND QUIET ENJOYMENT ARE EXPRESSLY DISCLAIMED.

F. WITHOUT LIMITING THE FOREGOING, THE COMPANY MAKES NO WARRANTY OF ANY KIND THAT THE PLATFORM OR SERVICES WILL MEET CUSTOMER'S REQUIREMENTS, OPERATE WITHOUT INTERRUPTION, ACHIEVE ANY INTENDED RESULT, BE COMPATIBLE OR WORK WITH ANY OTHER GOODS, SERVICES, TECHNOLOGIES OR MATERIALS (INCLUDING ANY SOFTWARE, HARDWARE, SYSTEM OR NETWORK), OR BE SECURE, ACCURATE, COMPLETE, FREE OF HARMFUL CODE OR ERROR FREE.

G. Customer represents and warrants to Company that no Customer Data uploaded to the Platform or use thereof by Company in connection with this Agreement will: (i) violate any applicable law or regulation; (ii) infringe any copyright, trademark or other proprietary right of any third party; or, (iii) in any way violate or infringe upon any party's privacy right, right of publicity or any other right of any person

or entity.

8. **Term.** This Agreement shall commence on the Effective Date and continue until terminated (the “Term”).

9. **Termination; Suspension**

A. Either party may terminate this Agreement for cause if the other party commits a material breach of this Agreement (other than a failure of Customer to timely pay any fees owed) that, if curable using commercially reasonable efforts, remains substantially uncured forty five (45) days after written notice of such breach is delivered to the other party. Either party may terminate this Agreement immediately upon written notice after the other party has executed an assignment for the benefit of creditors or filed for relief under any applicable bankruptcy, reorganization, moratorium, or similar debtor relief laws, or in the event that a receiver has been appointed for the other Party or any of its assets or properties, or an involuntary petition in bankruptcy has been filed against such other Party, which proceeding or petition has not been dismissed, vacated, or stayed within thirty (30) days of filing.

B. **Termination by Customer Without Cause.** Customer may terminate this Agreement without cause by providing at least thirty (30) days’ prior written notice to Company. Company is not obligated to refund or credit Customer for any amounts previously paid to Company.

C. **Suspension or Termination Based on Threat of Infringement.** In the event that either party is threatened in writing or is sued for infringement or violation of any third party intellectual property right relating to the Platform or performance of any Services, then the party receiving the threat or lawsuit shall notify the other party within five (5) days of receipt. In such an event Company may, at its option and by providing written notice to Customer, either (i) suspend access to the Platform or suspend performance of the Services until the threat is removed to the reasonable satisfaction of Company or the lawsuit dismissed or, (ii) if the threat is not resolved or the lawsuit dismissed within three (3) months of Company receiving notice thereof, Company may terminate this Agreement by providing notice in writing to Customer. In such an event, Company shall be paid for all completed Services and for all in-process Services provided up to the date of termination on a pro rata basis. Further, in such an event Customer shall promptly, following written notice of such threat or lawsuit from Company, immediately discontinue use of any Services or Platform that is the subject of the threat or lawsuit until such threat is removed or the lawsuit is dismissed. If Customer does not immediately discontinue such use promptly following written notice of such threat or lawsuit from Company, Company shall have no obligation to indemnify, defend or hold Customer or its agents and contractors harmless and have no liability to Customer or its agents and contractors for such continued use or commercialization, and further, Customer shall, to the extent permitted by applicable law, without waiver of sovereign immunity, and without incurring any liability that would be restricted by sovereign immunity on a non-contractual basis, indemnify, defend and hold Company and its agents and contractors harmless for such continued use pursuant to Customer’s indemnification obligations in Section 12.

D. **Suspension.** Company may immediately suspend or restrict access to the Platform or the Service, in whole or in part, with or without notice to Customer if: (a) Company reasonably believes that Customer has violated any applicable law which may have a potentially adverse effect on Company or its other customers; (b) Company reasonably believes that it is necessary to protect the servers, systems, infrastructure, data, or information of Company or its respective third-party providers or other customers, from a denial of service attack, security breach, introduction of a virus or other malware, ransomware attack, or similar event; (c) requested or ordered by a law enforcement agency, government agency, or similar authority; or, (d) Customer fails to cooperate with Company to investigate suspected violations of this Agreement. Upon removal, cessation or mitigation of the underlying cause for any of the above that occurs, Company will resume providing access to the affected Service.

E. **Effect of Termination.** Upon termination or expiration of this Agreement, all rights granted

by Company under the Agreement shall immediately terminate, and Customer shall have no further right to access or use the Platform, shall immediately cease use of the Platform and the Service. Termination by either party will not relieve Customer of any obligation to pay fees due for periods prior to termination. After the effective date of termination Company shall have no obligation to retain any Customer Data and may delete all Customer Data at its option.

10. **Intellectual Property Rights**

A. Exclusive title to and ownership in the Platform, and to the copyrights, trademarks, and trade secret rights pertaining to or embodied in the Platform is retained by Company and/or its third party licensors. Customer does not acquire any ownership rights in the Platform. No source code is deliverable hereunder. Customer and Company agree that all modifications, feedback, and improvements to the Platform suggested or made by Customer (or its contractors or service providers) shall be owned exclusively by the Company. Mere detection or reporting of bugs, errors or problems in the Platform, or suggestion of an improvement, does not constitute creation of a modification to the Platform. Customer agrees to and does hereby assign, and shall obligate its contractors and services providers who have access to the Platform to assign, all right, title and interest in and to any modifications, feedback, and improvements, and the results of any of the foregoing to Company automatically upon the earlier of creation or disclosure to Company, and without additional consideration or notice.

11. **Ownership and Use of Customer Data and De-Identified Data**

A. As between Customer and Company, Customer owns the Customer Data provided by Customer through use of the Software. Customer Data uploaded to the Software by Customer will be maintained by Company. Customer grants Company the right to use the Customer Data during this Agreement solely as necessary for Company to perform its obligations under this Agreement. Notwithstanding the foregoing, Company may use Customer Data only to (a) analyze use of the Software, (b) improve the Software and Services, (c) identify trends and best practices related to the Software, and (d) to create, use and disclose De-Identified Data (as defined below). Company shall maintain all Customer Data

B. Company shall own all right, title, and interest in all De-Identified Data. “**De-Identified Data**” means all (i) personally identifiable information that is part of Customer Data which has been deidentified, pseudonymized, anonymized, aggregated, and/or otherwise processed so as to be unidentifiable in such a way that the data can no longer be attributed to Customer or a specific individual by reasonable means without the use of additional information, and where such additional information is kept separate and under adequate security to prevent unauthorized re-identification of a specific individual such that one could not, using reasonable efforts, link such information back to a specific individual, and (ii) reports, analytics, metrics or data based on Customer Data or De-Identified Data created by or through the use of the Platform or the Service. Customer Data which has been de-identified as described above is not considered Customer Data. During this Agreement and after any expiration or termination (notwithstanding anything to the contrary in Section 5) Company may use, disclose, process, modify, and transfer De-Identified Data in any way it chooses.

12. **Indemnification**

A. **Indemnification by Company.** Company shall indemnify, defend, and hold harmless Customer and its officers, directors, employees, agents, representatives and contractors from and against all damages, awards, fines, penalties, and costs, including, but not limited to, attorneys’ fees and expenses (collectively, “**Losses**”) arising from or related to any allegation, claim, or action by a third party (collectively “**Claim**”) based on (a) Company’s breach of this Agreement; (b) for a Security Breach but only to the extent due to Company’s negligence; (c) a Claim for personal injury, death or damage to property or breach or loss of data; or, (d) a Claim that the Platform (other than any customization or modification of the Platform specifically requested by

Customer) infringes any valid US patent, copyright, or trade secret right.

- B. **Infringement.** In the event that Customer's use of the Platform is enjoined or prevented due to infringement by the Platform or the Service of any valid US patent, copyright, or trade secret right, Company will use commercially reasonable efforts to, at its option: (i) replace the infringing Platform or aspects thereof with a non-infringing version; provided, however, if a non-infringing version is not reasonably available to Company, then Company will, in its sole discretion, either: (ii) obtain a license permitting Customer's continued use of the Platform, or (iii) terminate the Agreement with respect to the infringing part of the Platform and provide for a corresponding reduction of fees as reasonably determined by Company payable by Customer. Provided Customer is current with all fees due and payable to Company, Customer may, in its sole discretion, elect to terminate this Agreement effective thirty (30) days following written notice to Company in the event the infringing portion of Platform is of material functionality thereby materially reducing Customer's use of Platform. Such written termination must be delivered to Company within thirty (30) days following Company's written notice to Customer of the reduction of fees attributable to the infringement. The foregoing obligations shall not apply to the extent the infringement arises as a result of modifications or customizations to the Platform made by Company based on specifications or requirements provided by Customer or the use of the Platform together with the Customer Data. This Section 12B states the entire liability of Company with respect to infringement of any US patent, copyright, trade secret or other intellectual property right. Company shall be entitled to collect and retain any damage awards (including, but not limited to, attorneys' fees and costs) related to such Claim. For a Company Security Breach, costs shall also include the cost of notification, remediation, and twelve months of credit monitoring services, all of the foregoing only as required by applicable law, and fines and penalties assessed which are directly due to such Security Breach.
- C. **Indemnification by Customer.** Except for Claims pursuant to Section 12A, Customer shall, to the extent permitted by applicable law, indemnify, defend and hold harmless Company, its parent, divisions, subsidiaries, and affiliates and their respective officers, directors, employees, agents, representatives and contractors, at Customer's expense, for all Losses from any Claim arising from or related to (i) the negligence or intentional misconduct of Customer or its officers, directors, employees, agents or contractors; (ii) Customer's breach of this Agreement, or (iii) a Security Breach of data by Customer or its Authorized Users that is transmitted, uploaded, downloaded, stored, managed or in any other way accessed, used or involved Company's (or its agents and contractors) Services; or (iv) Customer's failure to timely de-authorize an Authorized User who is no longer to have access to the Platform.
- D. **Indemnification Process, Notice, Cooperation.** The Party requesting indemnification ("**Indemnified Party**") shall give prompt written notice to the indemnifying Party ("**Indemnifying Party**") of any Claim and give the Indemnifying Party the authority to proceed as contemplated herein and timely cooperate with the Indemnified Party. The Indemnifying Party will have the exclusive right to defend any such Claim, and make settlements thereof at its own discretion, provided that the Indemnifying Party may not settle or compromise such Claim, except with prior written consent of the Indemnified Party, which consent shall not be unreasonably withheld, delayed or conditioned. At the Indemnifying Party's cost, the Indemnified Party shall promptly give such assistance and information as may reasonably be required to settle or oppose such Claims.

### 13. **Limitation of Liability**

A. EXCEPT FOR INSTANCES OF GROSS NEGLIGENCE OR INTENTIONAL MISCONDUCT, OR THIRD PARTY CLAIMS OF INFRINGEMENT, EACH PARTY'S TOTAL AGGREGATE AND CUMULATIVE LIABILITY ARISING OUT OF OR RELATING TO THE

SOFTWARE, THE SERVICES OR ANY OTHER ASPECT OF THIS AGREEMENT, FOR ANY CAUSE WHATSOEVER, REGARDLESS OF THE FORM OF ANY CLAIM, ACTION OR PROCEEDING, WHETHER BASED IN CONTRACT, TORT OR ANY OTHER LEGAL THEORY SHALL NOT EXCEED THE TOTAL AMOUNT PAID BY CUSTOMER TO COMPANY UNDER THIS AGREEMENT DURING THE TWELVE (12) MONTH PERIOD PRIOR TO THE CLAIM FOR LIABILITY ARISING.

B. EXCEPT FOR INSTANCES OF GROSS NEGLIGENCE OR INTENTIONAL MISCONDUCT, OR THIRD PARTY CLAIMS OF INFRINGEMENT, IN NO EVENT SHALL EITHER PARTY, OR ITS EMPLOYEES, DIRECTORS, OFFICERS, LICENSORS, OR CONTRACTORS, BE LIABLE TO THE OTHER PARTY FOR (A) ANY INDIRECT, CONSEQUENTIAL, INCIDENTAL, EXEMPLARY, SPECIAL, PUNITIVE, OR ENHANCED DAMAGES, ARISING OUT OF OR IN CONNECTION WITH THE PLATFORM, THE SERVICES, OR THIS AGREEMENT OR ITS SUBJECT MATTER, OR (B) ANY CLAIMS ASSERTING OR BASED ON THE INABILITY TO USE, INTERRUPTION OR DELAY OF THE PLATFORM OR THE SERVICES, LOSS OF USE OF FACILITY OR EQUIPMENT, LOST BUSINESS, REVENUES OR PROFITS, LOSS OF GOODWILL, FAILURE TO ACHIEVE COST SAVINGS, FAILURE OR INCREASED COST OF OPERATIONS, DOWNTIME, SHUTDOWN, SERVICE INCOMPATIBILITY OR PROVISION OF INCORRECT COMPATIBILITY INFORMATION, FAILURE TO ACCURATELY TRANSFER, READ OR TRANSMIT INFORMATION, OR FAILURE TO UPDATE OR PROVIDE CORRECT INFORMATION, OR THE COST OF OBTAINING SUBSTITUTE GOODS OR SERVICES. THE FOREGOING IN THIS SECTION 13.B SHALL BE EFFECTIVE EVEN IF A PARTY IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR SUCH DAMAGES ARE OTHERWISE FORESEEABLE, REGARDLESS OF THE LEGAL OR EQUITABLE THEORY (CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE) UPON WHICH THE CLAIM IS BASED, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.

14. **Publicity.** Company may disclose that Customer is a customer of Company.

15. **Force Majeure.** A “Force Majeure Event” means a cause or event beyond the reasonable control of the party claiming delay of performance, including, but not limited to, (i) labor disputes, strikes, or lockouts (but excluding nonunion labor shortage or disputes); (ii) riots, war, acts of terrorism, or other civil disturbance; (iii) fire, flood, earthquake, tornado, hurricane, snow, ice, lightning, or other natural disasters, elements of nature or acts of God, pandemics or epidemics; (iv) outages, cable cuts, power crisis shortages, infrastructure outages or failures, internet failures, interruption or failure of telecommunications carriers or digital transmission links, network congestion, computer equipment failures, telecommunication equipment or other equipment failures, electrical power failures, loss of or fluctuations in heat, light, or air conditioning, all of the foregoing in this Subsection (iv) being of or due to third party providers or utility service providers; (v) acts of computer, system, or network sabotage or file lockup (e.g., ransomware attack), DDOS or other network attacks, intrusion, or other failures; (vi) any law, order, regulation, direction, action or request of the United States, state or local governmental agency, department, commission, court, bureau, corporation or other instrumentality of any one or more of such instrumentality, or of any civil or military authority, or national emergencies, including imposing an embargo, export or import restriction, quota or other restriction or prohibition or any complete or partial government shutdown; or, (vii) national or regional shortage of adequate power or telecommunications or transportation. Any delay in performance (other than for the payment of amounts due; provided, such non-payment does not exceed 30 days) caused by a Force Majeure Event is not a breach of the Agreement. The time for performance will be extended for a period equal to the duration of the conditions preventing performance; provided that the party prevented from performing its obligations: (a) has promptly notified the other party upon becoming aware that any Force Majeure Event has occurred or is likely to occur, (b) uses commercially reasonable efforts to implement a workaround and to minimize any delay in or interference with the performance of its obligations under the Agreement, and (c) did not cause or contribute to the cause of the Force Majeure

Event. If the Force Majeure Event renders the Platform or Service unavailable for more than thirty (30) consecutive days, Customer may terminate the Agreement upon written notice to Company.

16. **Choice of Laws; Venue; Jurisdiction.** This Agreement is governed by Georgia law, excluding its conflicts of law rules. Each party irrevocably submits to venue and exclusive personal jurisdiction in the federal and state courts in or nearest to Baldwin County, Georgia, where court action is permitted hereunder, for any dispute arising out of this Agreement, and waives all objections to jurisdiction and venue of such courts. The parties agree that this Agreement is deemed to have been executed in Georgia.

17. **Dispute Resolution**

A. Company and Customer will attempt in good faith to resolve any dispute. Each party will designate an officer or senior level management executive with decision making authority (collectively, an “**Executive**”) with the responsibility and the authority to resolve the dispute. These Executives will meet or hold a telephone conference call within thirty (30) days after the request to identify the scope of the dispute and the information needed to discuss and attempt to resolve such dispute. These Executives will then gather relevant information regarding the dispute and will meet or hold a telephone conference call promptly to discuss the issues and to negotiate in good faith to resolve that issue. In the event the parties are unable to resolve the dispute within sixty (60) days after the specific meeting of the designated Executives as specified above (or such longer time as the parties agree), then the dispute shall be resolved by mandatory arbitration, which may be submitted by either party. Such arbitration will be conducted at a location to be mutually agreed to by the parties, or in the absence of such agreement, in Baldwin County, Georgia, in accordance with the commercial rules (“Rules”) then in effect of the American Arbitration Association by one (1) arbitrator appointed in accordance with such rules. The award rendered by the arbitrator will be final and binding, and judgment may be entered upon it in any court having jurisdiction thereof. In the event the arbitrator determines that either party fails to resolve any dispute in good faith, the arbitrator may award (in any amount deemed appropriate by the arbitrator) the prevailing party its costs and expenses of arbitration, including filing fees and attorneys, accountants, and experts fees. All aspects of the arbitration shall be treated as confidential, as provided in the Rules. Before making any disclosure permitted by the Rules, a Party shall give written notice to the other party and afford such party a reasonable opportunity to protect its interests. Each Party shall bear its own costs in the arbitration; however, the Parties shall share the fees and expenses of the arbitrator equally.

B. The arbitrator(s) will have no authority to award attorneys’ fees, punitive damages, or any other monetary relief not measured by the prevailing party’s actual damages. The arbitrator(s) will not make any ruling, finding, or award that does not otherwise conform to the terms and conditions of this Agreement. The arbitrator(s) may render a summary disposition relative to all or some of the issues, provided that the responding party has had an adequate opportunity to respond to any such application for such disposition.

C. Notwithstanding the foregoing in this Section 17, either party may apply to any court of competent jurisdiction for equitable relief in the event of a breach or threatened breach of a party’s obligations with respect to Confidential Information or intellectual property rights, without first engaging in the dispute resolution process described above, and without the need to post a security bond.

18. **General.** This Agreement, including all Exhibits attached hereto, sets forth the entire understanding and agreement between the Company and the Customer regarding the subject matter of this Agreement and supersedes all prior or contemporaneous proposals or communications, oral or written, between the parties relating thereto. No modification of this Agreement shall be binding unless it is in writing and is signed by an authorized representative of each parties. Either party may terminate this Agreement with or without cause at any time by written notice to the other, provided that the obligations hereunder shall survive. Customer may not sublicense, assign, convey or transfer this Agreement or Customer’s rights under it (whether by contract, merger or operation of law) without prior written consent of the Company. Any such assignment, transfer or conveyance in violation hereof shall be of no power or effect. No waiver of any right under this Agreement shall be deemed effective unless contained in writing signed by a duly

authorized representative of the party against which the waiver is sought to be enforced, and no waiver of any past or present right arising from any breach or failure to perform shall be deemed to be a waiver of any future right arising under this Agreement. If any provision in this Agreement is invalid or unenforceable, that provision shall be construed, limited, modified or, if necessary, severed, to the extent necessary, to eliminate its invalidity or unenforceability, and the other provisions of this Agreement shall remain in full force and effect. All notices given under this Agreement shall be done in writing and deemed effective when received by the party to whom the notice is sent. You agree that we may send all notices to you by email. Nothing contained in this Agreement shall be construed as creating a joint venture, partnership, agent or employment relationship between the Company and Customer. The waiver or failure of either party to exercise in any respect any rights provided for in this Agreement shall not be deemed a waiver of any further right under this Agreement. If any term or provision of this Agreement should be declared invalid by a court of competent jurisdiction or by operation of law, the remaining terms and provisions of this Agreement shall be unimpaired, and the invalid term or provision shall be replaced by such valid term or provision as comes closest to the intention underlying the invalid term or provision. This Agreement may be executed in separate counterparts, each of which shall be deemed an original, and all of which together shall constitute one agreement. The signature page of any party to any counterpart, and photocopies and facsimiles thereof, may be appended to any other counterpart and when so appended, shall constitute an original. If this Agreement contains electronic signatures, or contains scanned manual signatures, then such copy shall have the same evidentiary value and legal enforceability as would a manually signed original of the Agreement.

19. **Contact Us.** You can contact us at Our Turtle Creek, LLC, 6350 Lake Oconee Pkwy, Suite 110 PMB 109, Greensboro, GA 30642; info@getmejor.com; 877-696-3567.

*[Remainder of this page intentionally left blank.]*

**EXHIBIT A****SERVICE LEVEL AGREEMENT**

1. **Platform Application Availability.** We will use commercially reasonable efforts to have the Platform available 24 hours per day, 7 days per week, excluding any scheduled maintenance as described below and unscheduled downtime due to events beyond our control. Times noted below are approximate and may change.
2. **Support.** Our support team provides email and telephone support from 9:00 a.m. to 5:00 p.m. Eastern time, Monday through Friday, excluding holidays. Contact should be made by email to [info@getmejor.com](mailto:info@getmejor.com) or by telephone at 877-696-3567.
3. **Scheduled Maintenance.** There will be weekly scheduled maintenance (currently on Sunday, but which may change) between 5:00 a.m. and 5:00 p.m. Eastern time to perform system maintenance, backup, updating, and other functions for the Platform. Weekly scheduled maintenance does not normally require the Platform to be offline for any appreciable length of time; however, during maintenance, the Platform may have short periods of instability and may be offline for up to one hour, but, in unusual situations may be offline longer. If scheduled maintenance is required outside of the weekly scheduled maintenance described above, we will try to notify you in advance by email or a notice on our portal.
4. **Unscheduled Maintenance.** Unscheduled maintenance may be required to resolve issues that are critical for your use and/or performance of the Platform. We will notify you when possible via email prior to the unscheduled maintenance. When possible, unscheduled maintenance will be conducted between 9:00 p.m. and 3:00 a.m. Eastern time.
5. **Backups.** We perform daily incremental onsite backups and full weekly offsite backups.
6. **Documentation.** User documentation is available in our user portal at [https://app.getmejor.com/users/sign\\_in](https://app.getmejor.com/users/sign_in).