

MASTER SALES AGREEMENT

1. SAAS ACCESS AND SUPPORT

1.1 Subject to the terms of this Agreement, Company will use commercially reasonable efforts to provide Customer with remote access to the SaaS, to be hosted and operated on Company's computer servers (the "**Platform**")

1.2 Customer will use reasonable efforts to prevent any unauthorized use of the Platform and immediately notify Company in writing of any unauthorized use that comes to Customer's attention. If there is unauthorized use by anyone who obtained access to the Platform, directly or indirectly through Customer, Customer will take all steps reasonably necessary to terminate the unauthorized use. Customer will cooperate and assist with any actions taken by Company to prevent or terminate unauthorized use of the Platform.

1.3 After the Pilot Period, Company will provide Customer with reasonable technical support for the Platform in accordance with the Company's standard practices.

2. RESTRICTIONS AND RESPONSIBILITIES

2.1 Customer will not, directly or indirectly: (a) reverse engineer, decompile, disassemble or otherwise attempt to discover the source code, object code or underlying structure, ideas, know-how or algorithms relevant to the Platform or any software, documentation or data related to the Platform ("**Software**"); (b) modify, translate, or create derivative works based on the Platform or any Software (except to the extent expressly permitted by Company or authorized within the Platform); (c) use the Platform or any Software for timesharing or service bureau purposes or otherwise for the benefit of a third party; (d) remove any proprietary notices or labels; (e) rent, lease, or otherwise permit third parties to use the Platform; (f) use the Platform for any benchmarking activity or in connection with the development of any competitive product; or (g) circumvent or disable any security or other technological features or measures of the Platform.

2.2 Customer represents, covenants, and warrants that Customer will use the Platform only in compliance with this Agreement, Company's standard published policies then in effect, any documentation, and all applicable laws and regulations. Customer hereby agrees to indemnify and hold harmless Company against any damages, losses, liabilities, settlements and expenses (including without limitation costs and attorneys' fees) in connection with any claim or action that arises from an alleged violation of the foregoing or otherwise from Customer's use of Services. Although Company has no obligation to monitor Customer's use of the Platform, Company may do so and may prohibit any use of the Platform it believes may be (or alleged to be) in violation of the foregoing.

2.3 If Customer has violated, or Company has a reasonable basis to suspect that Customer has violated, the restrictions contained in this Section 2, Company may suspend Customer's access to the Platform without notice until Customer can

demonstrate that its use of the Platform is in full compliance with this Agreement.

3. CONFIDENTIALITY; PROPRIETARY RIGHTS

3.1 Each party (the "**Receiving Party**") understands that the other party (the "**Disclosing Party**") has disclosed or may disclose business, technical or financial information relating to the Disclosing Party's business ("**Proprietary Information**"). Proprietary Information of Company includes non-public information regarding features, functionality and performance of the Platform. Proprietary Information of Customer includes non-public data provided by Customer to Company through the Platform or as part of the Services ("**Customer Data**"). The Receiving Party agrees: (a) to take reasonable precautions to protect such Proprietary Information; and (b) not to use (except in performance of a party's rights or obligations under this Agreement) or divulge to any third person any such Proprietary Information. The Disclosing Party agrees that the foregoing shall not apply with respect to any Proprietary Information after 5 years following the disclosure thereof or any Proprietary Information that the Receiving Party can document: (i) is or becomes generally available to the public; (ii) was in its possession or known by it prior to receipt from the Disclosing Party; (iii) was rightfully disclosed to it without restriction by a third party; (iv) was independently developed without use of any Proprietary Information of the Disclosing Party; or (v) is required to be disclosed by law.

3.2 Company shall own and retain all right, title, and interest in and to: (a) the Platform and Software, all derivative works, improvements, enhancements, or modifications thereto; (b) any works of authorship, software, applications, inventions, or other technology, developed in connection with the Platform, the Software, the Services, or the provision of support; and (c) all intellectual property rights related to any of the foregoing. To the extent any rights, title, or interest in and to the foregoing vest in Customer, Customer hereby irrevocably assigns such right, title, and interest to Company. Customer will not have any rights to the Platform except as expressly granted in this Agreement. Company reserves to itself all rights to the Platform and Services not expressly granted to Customer in accordance with this Agreement.

3.3 If Customer provides any feedback to Company concerning the functionality and performance of the Platform (including identifying potential errors and improvements) or the Services, Customer hereby irrevocably assigns to Company all right, title, and interest in and to such feedback and Company is free to use the feedback without payment or restriction.

3.4 Customer shall provide a written testimonial of the Platform, and Services if applicable, that Company may publicly displayed on the Company's website. Company may use Customer's name, trademark, tradename, service mark, and logo in its Platform, client lists, promotional materials, and on its

website and other social media platforms to identify Customer as Company's customer.

3.5 Customer shall own all right, title and interest in and to the Customer Data. Customer hereby grants to Company during the Term a non-exclusive, irrevocable (subject to Customer's rights to terminate this Agreement), royalty-free, transferable, worldwide license, with the right to grant and authorize sublicenses as set forth below, to process, transmit, store, use, disclose, display, and benefit from the Customer Data in connection with the performance of its obligations or the exercise of its rights under this Agreement. Company may sublicense this license to any third party who acts for or in support of Company, provided that Company is responsible for any breach of this Agreement by any such sublicensee.

3.6 Notwithstanding anything to the contrary, Company shall have the right to: (a) collect and analyze data and other information relating to the provision, use, and performance of various aspects of the Platform and related systems and technologies (including, without limitation, information concerning Customer Data and data derived therefrom) ("**Usage Data**"), and Company will be free (during and after the Term) to use such Usage Data to improve and enhance the Platform, Software, and Services and for other development, diagnostic, corrective, or other business purposes in connection with the Platform and other Company offerings; and (b) use Customer Data in a deidentified and aggregated manner in Company's sole discretion (together with Usage Data, "**Company Data**"). For the avoidance of doubt, such Company Data shall not constitute Customer Data. Company Data will constitute Proprietary Information of Company.

4. PAYMENT OF FEES

4.1 Customer will pay Company the then applicable fees described in the Order Form for the Platform and Services in accordance with the terms therein (the "**Fees**"). If Customer's use of the Services exceeds the Service Capacity set forth on the Order Form or otherwise requires the payment of additional fees (per the terms of this Agreement), Customer shall be billed for such usage and Customer agrees to pay the additional fees in the manner provided herein. Company reserves the right to change the Fees or applicable charges and to institute new charges and Fees at the end of the Initial Term or then-current renewal term, upon 30 days prior notice to Customer (which may be sent by email). If Customer believes that Company has billed Customer incorrectly, Customer must contact Company no later than 60 days after the closing date on the first billing statement in which the error or problem appeared, in order to receive an adjustment or credit. Inquiries should be directed to Company's customer support department.

4.2 Company may choose to bill through an invoice, in which case, full payment for invoices issued in any given month must be received by Company 30 days after the mailing date of the invoice. Unpaid amounts are subject to a finance charge of 1.5% per month on any outstanding balance, or the maximum permitted by law, whichever is lower, plus all expenses of collection and may result

in immediate termination of access to the Platform or performance of the Services. Customer shall be responsible for all taxes associated with the Platform or Services other than U.S. taxes based on Company's net income.

5. TERM AND TERMINATION

5.1 Subject to earlier termination as provided below, this Agreement is for the Initial Term as specified in the Order Form and shall be automatically renewed for additional periods of the same duration as the Initial Term (collectively, the "**Term**"), unless either party requests termination at least 30 days prior to the end of the then-current term.

5.2 In addition to any other remedies it may have, either party may also terminate this Agreement upon 30 days' notice (or without notice in the case of nonpayment) if the other party materially breaches any of the terms or conditions of this Agreement. Customer will pay in full for the Platform and Services up to and including the last day on which the Platform or Services are provided. All sections of this Agreement which by their nature should survive termination will survive termination, including, without limitation, accrued rights to payment, confidentiality obligations, warranty disclaimers, and limitations of liability.

6. WARRANTY AND DISCLAIMER

Company shall use reasonable efforts consistent with prevailing industry standards to provide the Platform in a manner which minimizes errors and interruptions in the Platform and shall perform the Services in a professional and workmanlike manner. The Platform may be temporarily unavailable for scheduled maintenance or for unscheduled emergency maintenance, either by Company or by third-party providers, or because of other causes beyond Company's reasonable control, but Company shall use reasonable efforts to provide advance notice (electronically or by e-mail) of any scheduled service disruption. HOWEVER, COMPANY DOES NOT WARRANT THAT THE PLATFORM OR SERVICES WILL BE UNINTERRUPTED OR ERROR FREE; NOR DOES IT MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE PLATFORM. EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION, THE PLATFORM AND SERVICES ARE PROVIDED "AS IS" AND COMPANY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

7. INDEMNITY

7.1 Customer hereby agrees to indemnify and hold harmless Company and Company's and Company's affiliates and its and their officers, directors, representatives, contractors, employees, successors, and assigns against any damages, losses, liabilities, settlements and expenses (including without limitation costs and attorneys' fees) in connection with any claim or action that arises from: (a) an alleged violation of Section 2 or otherwise from Customer's use of Platform; (b) liability resulting from

Company's use of Customer Data in accordance with this Agreement; or (c) Customer's material breach of this Agreement.

8. LIMITATION OF LIABILITY

NOTWITHSTANDING ANYTHING TO THE CONTRARY, EXCEPT FOR BODILY INJURY OF A PERSON, COMPANY AND ITS SUPPLIERS (INCLUDING BUT NOT LIMITED TO ALL EQUIPMENT AND TECHNOLOGY SUPPLIERS), LICENSORS, AND AFFILIATES AND ITS AND THEIR OFFICERS, DIRECTORS, REPRESENTATIVES, CONTRACTORS, EMPLOYEES, SUCCESSORS, AND ASSIGNS SHALL NOT BE RESPONSIBLE OR LIABLE WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT OR TERMS AND CONDITIONS RELATED THERETO UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHER THEORY: (A) FOR ERROR OR INTERRUPTION OF USE OR FOR LOSS OR INACCURACY OR CORRUPTION OF DATA OR COST OF PROCUREMENT OF SUBSTITUTE GOODS, SERVICES OR TECHNOLOGY OR LOSS OF BUSINESS; (B) FOR ANY INDIRECT, EXEMPLARY, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES; (C) FOR ANY MATTER BEYOND COMPANY'S REASONABLE CONTROL; OR (D) FOR ANY AMOUNTS THAT, TOGETHER WITH AMOUNTS ASSOCIATED WITH ALL OTHER CLAIMS, EXCEED THE FEES PAID BY CUSTOMER TO COMPANY FOR THE PLATFORM OR SERVICES UNDER THIS AGREEMENT IN THE 6 MONTHS PRIOR TO THE ACT THAT GAVE RISE TO THE LIABILITY, IN EACH CASE, WHETHER OR NOT COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

9. FORCE MAJEURE

Except for the obligation to pay Fees or other money, neither party will be liable for any failure or delay in its performance under this Agreement due to any cause beyond its reasonable control, including act of war, acts of God, earthquake, flood, embargo, riot, sabotage, epidemic, labor shortage or dispute, governmental act or failure of the Internet, provided that the delayed party: (a) gives the other party prompt notice of such cause; and (b) uses its reasonable commercial efforts to correct promptly such failure or delay in performance.

10. MISCELLANEOUS

If any provision of this Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect and enforceable. This Agreement is not assignable, transferable or sublicensable by Customer except with Company's prior written consent. Company may transfer and assign any of its rights and obligations under this Agreement without consent. This Agreement is the complete and exclusive statement of the mutual understanding of the parties and supersedes and cancels all previous written and oral agreements, communications and other understandings relating to the subject matter of this Agreement, and that all waivers and modifications must be in a writing signed by both parties, except as otherwise provided herein. No agency, partnership, joint venture, or employment is created as a result of this Agreement and Customer does not have any authority of any kind to bind Company in any respect whatsoever. In any action or proceeding to enforce rights under this Agreement, the prevailing party will be entitled to recover costs and attorneys' fees. All notices under this Agreement will be in writing and will be deemed to have been duly given when received, if personally delivered; when receipt is electronically confirmed, if transmitted by facsimile or e-mail; the day after it is sent, if sent for next day delivery by recognized overnight delivery service; and upon receipt, if sent by certified or registered mail, return receipt requested. This Agreement shall be governed by the laws of the State of Delaware without regard to its conflict of laws provisions. Each party hereby irrevocably consents to the jurisdiction and venue of the federal, state, and local courts in the State of Florida in connection with any action arising out of or in connection with this Agreement.

The parties shall work together in good faith to issue at least one mutually agreed upon press release within 30 days of the Effective Date, and Customer otherwise agrees to reasonably cooperate with Company to serve as a reference account upon request. The Customer further agrees to make select Customer leadership and members available for quotes and a case study as well as allow the display of the Customer's logo on the Company's homepage.

