FIRMAPP

Software Subscription Agreement

<u>TERMS AND CONDITIONS</u>

BEFORE YOU USE THE SOFTWARE SUBJECT TO THIS SOFTWARE SUBSCRIPTION AGREEMENT (THE "AGREEMENT"), PLEASE READ THIS DOCUMENT CAREFULLY. THIS IS A LEGAL AGREEMENT BETWEEN FIRM APP, LLC ("SUPPLIER", "OUR", "US", or "WE") AND YOU AS THE CLIENT ("CLIENT","YOU", "YOUR" OR "YOURSELF"), WHICH GOVERNS YOUR USE OF OUR CLIENT SERVICES MANAGEMENT SYSTEM SOFTWARE. SUPPLIER AND CLIENT ARE EACH A "PARTY" AND TOGETHER, THE "PARTIES."

WARNING: OUR CLIENT SERVICES MANAGEMENT SYSTEM SOFTWARE, KNOWN AS "FIRM APP" (THE "SOFTWARE") IS PROTECTED BY COPYRIGHT LAWS AND INTERNATIONAL COPYRIGHT TREATIES, AS WELL AS OTHER INTELLECTUAL PROPERTY LAWS AND TREATIES. UNAUTHORIZED REPRODUCTION OR DISTRIBUTION OF THE SOFTWARE, OR ANY PORTION OF IT, MAY RESULT IN SEVERE CIVIL AND CRIMINAL PENALTIES, AND WILL BE PROSECUTED TO THE MAXIMUM EXTENT POSSIBLE UNDER THE LAW. THE SOFTWARE IS LICENSED, NOT SOLD.

Capitalized terms in this Agreement that are not defined in this Agreement will have the meanings ascribed to them in the certain FirmApp Order Form between you and FirmApp, as may be amended in writing from time to time (the "Order Form"). The Order Form and the terms set forth in the Order Form are incorporated in this Agreement and are deemed a part of this Agreement.

1. Licensed Software and Payment Terms.

1.1 As long as you are our Client and pay the fees described in the Order Form ("Fees") and as required by this Agreement, we grant you a non-exclusive, non-transferable, and limited license to use the Software, subject to the restrictions set forth in this Agreement and any other restrictions communicated by us in writing.

1.2 As consideration for furnishing Software, Supplier will be entitled to receive the Fees, and Client will pay the Fees pursuant to this Agreement.

1.3 Except as otherwise provided in Section 4 below, this Agreement is non-cancellable by Client after the Effective Date and all Fees paid or due during the Initial Term (or any Renewal Term) are non-refundable.

1.4 We reserve the right to modify the Fees at the later of (i) one (1) year after the effective date of this Agreement, or (ii) expiration of the Initial Term, and at each annual anniversary of that date thereafter upon written notice to Client, Supplier may increase the Fees after the conclusion of a current term to become effective upon the next Renewal Term. In addition to such increases, if Client requests services beyond the scope of the Software, Supplier will advise Client of the cost of the requested additional services and the method of payment.

1.5 All Fees are due and payable within thirty (30) days from the invoice date unless otherwise specified in the Order Form. Any unpaid Fees that are over thirty (30) days late will accrue interest at the rate of 18% per annum, or the highest rate allowed by applicable law, whichever is less, compounded monthly, until paid in full.

1.6 You may reasonably and in good faith dispute an invoiced amount within twenty (20) days after the date of invoice. You agree to negotiate in good faith to resolve any payment dispute within ten (10) days of your written notice of dispute, but not later than thirty (30) days after the date of invoice. **Notwithstanding any other provision of this Agreement, if any invoiced amount is not paid within thirty (30) days of the date of invoice, whether disputed or undisputed, we may suspend access to all Services until all invoiced amounts are paid in full, without limiting our rights or remedies and without liability to you.** We will have the right to collect from you our reasonable costs and expenses incurred in collecting any amounts that are due and owing by you under this Agreement, including reasonable attorneys' fees, in addition to any damages or other remedies that may be available.

1.7 Client shall be responsible for payment of all applicable sales, use, excise and other taxes and assessments relating to this Agreement and Client's use of the Software, excluding any taxes based on the net income of Supplier. Client will pay such taxes or provide Supplier with any applicable certificate of exemption acceptable to the appropriate taxing authorities.

2. Service Use and Limitations.

2.1 You agree to use the Software only through our website and the Software application. We will make commercially reasonable efforts to keep the Software operational 24 hours per day and 7 days per week, except for: (i) planned downtime (of which we will use good faith efforts to provide at least 8 hours prior notice); or (ii) Force Majeure Events.

2.2 For purposes of this Agreement, "Force Majeure Events" are acts of God or force majeure, including but not limited to measures taken or imposed by any government or public authority or in case of any other event beyond the control of us, including but not limited to natural disasters (such as storm, hurricane, fire, flood, earthquake), war, pandemics, civil unrest, terrorist activities, states of emergency, government sanctions, embargos, nationalizations, strikes and breakdowns of public utilities (such as of electricity or telecommunication services) or Internet service provider failures or delays. Each party hereto shall not be bound to meet any obligation if prevented from doing so as a consequence of a Force Majeure Event, and the affected party shall use all reasonable efforts to notify the other party of the circumstances causing the delay and to resume performance as soon as possible, both without undue delay.

3. Ownership.

3.1 Subject to the limited rights expressly granted hereunder, we reserve all rights, title, ownership, and interest in and to the Software and all Intellectual Property Rights in and to the Software, including all derivative works thereof and other related intellectual property rights. No rights are granted to you hereunder other than as expressly set forth herein, and all rights not expressly granted in this Agreement are reserved by Supplier.

3.2 You agree not to: (i) reproduce, duplicate, copy, reverse engineer, lease, loan, sub-license, distribute, transfer, sell, resell, exploit, use or access any portion of the Software, or corresponding visual design elements, or attempt any of the foregoing, without our express written consent, (ii) make the Software available to any person other than authorized users hereunder, (iii) modify or create derivative works based upon the Software, (iv) access the

Software or use related documentation in order to build a similar product or competitive product, or (v) permit or allow third parties do to any of the foregoing activities.

3.3   We shall own all right, title and interest in and to the Software, and other deliverables provided under this Agreement, including all modifications, Improvements, upgrades, derivative works and feedback related thereto and intellectual property rights associated therewith. You hereby assign, and, to the extent any such assignment cannot be made at the present time agree to assign, to Supplier all right, title and interest in and to the Improvements. Upon request, Client will promptly disclose in writing to Supplier all Improvements and will use commercially reasonable efforts to cooperate in obtaining, maintaining, defending and enforcing all Intellectual Property Rights and proprietary rights arising therefrom. Notwithstanding the foregoing, Client Data shall not be considered Improvements hereunder and will be treated as Client confidential information.

3.4   For purposes of this Agreement, "Intellectual Property Rights" means all (a) patents, patent disclosures and inventions (whether patentable or not); (b) trademarks, service marks, trade dress, trade names, logos, and corporate names, together with all of the goodwill associated therewith; (c) copyrights and copyrightable works (including technology and computer programs) and mask works; (d) trade secrets, know-how and other confidential information; and (e) all other intellectual property rights, in each case whether registered or unregistered and including all applications for, and renewals or extensions of, such rights, and all similar or equivalent rights or forms of protection provided by applicable law, regulations or rules in any jurisdiction throughout the world.

3.5   For purposes of this Agreement, "Improvements" means all developments, improvements and modifications to the Software made by you or made by us resulting from your use of the Software, and all Intellectual Property Rights and proprietary rights arising therefrom.

4. Term and Termination.

4.1   The initial term of this Agreement (the "Initial Term") shall begin on the Effective Date and shall terminate one (1) year thereafter unless earlier terminated in accordance with this Agreement; provided however, that the Initial Term shall be extended to the latest date set forth in the Order Form, if later. Following the Initial Term of this Agreement, this Agreement shall automatically renew for an additional one (1) year terms (each a "Renewal Term") unless either Party provides the other Party with written notice of non-renewal at least thirty (30) days prior to the end of the Initial Term or any Renewal Term. Notice of non-renewal to Supplier must be made to the email address AR@FIRM.APP.

4.2   This Agreement will remain effective during the Initial Term and any Renewal Term, unless terminated (i) by the mutual written consent of the Parties, (ii) by either Party in accordance with Section 4.3, or (iii) by Supplier in accordance with Section 4.4.

4.3   Either Party may terminate this Agreement or any Order Form upon written notice to the other Party in the event the other Party: (a) becomes insolvent or unable to meet its obligations as they become due or files or has filed against it a petition under the bankruptcy laws; (b) ceases to function as a going concern or to conduct its operations in the normal course of business; (c) fails to perform any material obligation under this Agreement within thirty (30) days after written notice thereof; or (d) upon a material breach of this Agreement that is incapable of cure.

4.4   Notwithstanding any other provision of this Agreement, Supplier may immediately suspend or terminate this Agreement, without notice and without liability to Client or any third

party, if Supplier determines in its sole discretion that use of the Software by Client or Authorized Users violates any applicable law, regulation, or any prohibited use policy.

4.5 Upon any termination or non-renewal of this Agreement for any reason Client shall pay to Supplier all Fees and other amounts owed to Supplier for the period until the effective date of such termination.

4.6 Upon any termination or non-renewal of this Agreement or at the request of either Party, (i) each party will promptly destroy or return any Confidential Information of the other party that remains in its possession or control, and (ii) Client will return to Supplier, or allow Supplier to enter Client's premises to retrieve, all Supplier Confidential Information.

5. Telecommunications and Internet Services.

Client acknowledges and agrees that Client's use of the Software is dependent upon access to telecommunications and Internet services. Client shall be solely responsible for acquiring and maintaining all telecommunications and Internet services and other hardware and software required to access and use the Software, including, without limitation, any and all costs, fees, expenses, and taxes of any kind related to the foregoing. Supplier shall not be responsible for any loss or corruption of data, lost communications, or any other loss or damage of any kind arising from any such telecommunications and Internet services.

6. Limitation of Liability.

IN NO EVENT WILL SUPPLIER BE LIABLE FOR (I) ANY INCIDENTAL, INDIRECT, PUNITIVE, SPECIAL OR CONSEQUENTIAL DAMAGES, OR FOR LOST PROFITS, LOSS OF BUSINESS OPPORTUNITIES, LOSS OF GOODWILL, REPUTATIONAL DAMAGES, WORK STOPPAGE, BUSINESS INTERRUPTION, OR REVENUES OF ANY KIND, OR FOR LOST DATA, DAMAGE TO OTHER SOFTWARE, COMPUTER FAILURE OR MALFUNCTION OR DOWNTIME, REGARDLESS OF WHETHER CLIENT AND/OR ITS RELATED PARTIES HAS BEEN APPRAISED OF THE LIKELIHOOD OF SUCH DAMAGES OCCURRING OR (II) ANY LOSS OR DAMAGES RESULTING FROM ANY USE, MODIFICATION OR ALTERATION OF THE SOFTWARE IN VIOLATION OF THE TERMS OF THIS AGREEMENT OR THE DOCUMENTATION AND SPECIFICATIONS PROVIDED BY SUPPLIER. THE CUMULATIVE LIABILITY OF SUPPLIER TO CLIENT FOR ALL CLAIMS UNDER THIS AGREEMENT, INCLUDING WITHOUT LIMITATION THOSE RELATING TO SUPPLIER HARDWARE, SOFTWARE AND SERVICES, REGARDLESS OF THE FORM OF ACTION WHETHER IN CONTRACT OR TORT, INCLUDING LIABILITY ARISING OUT OF NEGLIGENCE OR STRICT LIABILITY, WILL NOT EXCEED 100% OF THE AGGREGATE AMOUNT OF CONTRACTED FEES ACTUALLY PAID BY CLIENT TO SUPPLIER UNDER THE ORDER FORM DURING THE SIX (6) MONTH PERIOD IMMEDIATELY PRIOR TO EVENT GIVING RISE TO THE CLAIM.

IF YOU ARE DISSATISFIED WITH THE SOFTWARE, YOUR SOLE AND EXCLUSIVE REMEDY IS TO TERMINATE THIS AGREEMENT IN ACCORDANCE WITH ITS TERMS AND DISCONTINUE USE OF THE SOFTWARE.

7. Warranty.

EXCEPT AS EXPRESSLY PROVIDED IN SECTION 8 OF THIS AGREEMENT, SUPPLIER MAKES NO WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE RELATING TO THE SOFTWARE, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, QUIET ENJOYMENT OR FROM A COURSE OF DEALING, COURSE OF PERFORMANCE OR USAGE IN TRADE.

SUPPLIER DOES NOT WARRANT, AND SPECIFICALLY DISCLAIMS, THAT THE SERVICES WILL BE ACCURATE, WITHOUT INTERRUPTION OR ERROR FREE AND DOES NOT WARRANT THE QUALITY OR PERFORMANCE OF THE SOFTWARE. SUPPLIER PROVIDES THE SOFTWARE "AS IS," "AS AVAILABLE," AND WITH ALL FAULTS.

SUPPLIER DOES NOT WARRANT THAT THE SOFTWARE WILL MEET CLIENT'S EXPECTATIONS, BE SECURE, TIMELY, ERROR-FREE OR UNINTERRUPTED. SUPPLIER DOES NOT OFFER A WARRANTY OR MAKE ANY REPRESENTATION REGARDING THE RESULTS OF USING THE SOFTWARE IN TERMS OF ACCURACY, RELIABILITY, COMMERCIAL ADVANTAGE, OR RISK OF INJURY TO CLIENT'S SYSTEMS OR NETWORK.

8. Representations and Warranties

8.1   Each Party represents and warrants that: (a) it is an entity duly organized, validly existing and in good standing under its jurisdiction of formation; (b) it has obtained all necessary corporate or other approvals for the execution and delivery of this Agreement, the performance of its obligations hereunder, and the consummation of the transactions contemplated hereby; and (c) this Agreement is a legal and valid obligation binding upon it and enforceable in accordance with its terms.

8.2   Supplier hereby covenants, warrants and represents to Client the following: all products, equipment, services and other activities provided or to be provided by Supplier in connection with this Agreement including, without limitation, the services and Software shall be provided and performed by Supplier in a good and workmanlike manner, and shall comply with all applicable laws and industry standards.

8.3   Client represents and warrants that Client is and will be solely responsible for compliance requirements, health and safety, wage and hour, human resource management, workforce management, sales, finance, and advertising regulations, including retention of documents and records.

9. Third Party Hardware and Services.

Supplier may from time to time recommend third party hardware, software, applications, products or services (collectively, "Third Party Services") for Client's consideration or use. Such Third Party Services are made available only as a convenience, and Client's purchase, access or use of any such Third Party Services is solely between Client and the applicable third party services provider ("Third Party Provider"). Any use by Client of Third Party Services is entirely at its own risk and discretion, and it is Client's responsibility to understand the risks and read the terms and conditions applicable to such Third Party Services before using them. Supplier does not provide any warranties or make representations to Client with respect to Third Party Services. Client acknowledges that Supplier has no control over Third Party Services and shall not be responsible or liable to Client or anyone else for such Third Party Services. The recommendation of Third Party Services by Supplier or the integration or enabling of such Third Party Services with the Software does not constitute or imply an endorsement, authorization, sponsorship, or affiliation by or with Supplier. Supplier does not guarantee the availability of Third Party Services. Supplier is not responsible or liable to anyone for discontinuation or suspension of access to, or disablement of, any Third Party Service.

10. Confidentiality.

10.1   You acknowledge the Confidential Information (as hereinafter defined) is a valuable, special, and unique asset of ours and you agree that you will not directly or indirectly disclose,

transfer, or use (or seek to induce others to disclose, transfer, or use) any Confidential Information for any purpose other than disclosure to Your authorized employees and agents who are bound to maintain the confidentiality of the Confidential Information. You shall notify us in writing of any circumstances which may constitute unauthorized disclosure, transfer, or use of Confidential Information. You shall use all necessary precautions to protect Confidential Information from unauthorized disclosure, transfer, or use. You shall return all originals and copies of materials containing Confidential Information upon termination of this Agreement for any reason whatsoever.

10.2   The term "Confidential Information" means any and all of the Software, our trade secrets, our Intellectual Property Rights, whether owned or licensed, our confidential and proprietary information and all of our other information and data not generally known to the public or other third parties who could derive economic value from its use or disclosure, including, but not limited to, the Software. Confidential Information shall be deemed to include technical data, know-how, research, product plans, products, services, Clients, markets, software, developments, inventions, processes, formulas, technology, designs, drawings, engineering, hardware configuration information, marketing, finances or other business information disclosed directly or indirectly in writing, orally or by drawings or observation.

10.3   <u>Proprietary Information and Data Confidentiality</u>. In addition to the provisions of Section 10.2, 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 that the Receiving Party knows or reasonably should know is confidential to the Disclosing Party (hereinafter referred to as "Proprietary Information" of the Disclosing Party). Proprietary Information of Client includes, but is not limited to, the Client Data. The Receiving Party agrees: (i) to take reasonable precautions to protect such Proprietary Information, and (ii) not to use (except in performance or development of the Software or as otherwise permitted in this Agreement) or divulge to any third person any such Proprietary Information.

10.4   This Section 10 will not affect a Party's rights to use or disclose information that: (i) at the time of disclosure by the disclosing Party is in the public domain; (ii) becomes part of the public domain after disclosure by the disclosing Party without breach of this Agreement by the receiving Party; (iii) was received by the receiving Party from a third party not subject to an obligation of confidentiality to the disclosing Party with respect to such information; (iv) was independently developed or discovered by the receiving Party without use of the disclosing Supplier's Confidential Information, as demonstrated by appropriate evidence; or (v) is required to be disclosed pursuant to law, regulation or an order of a court or governmental or regulatory authority; provided, that, to the extent permitted by applicable law, notice of such requirement is promptly provided to the disclosing Party in order to provide it with a reasonable opportunity to intervene in any relevant proceedings to protect its interests in the Confidential Information.

11. Indemnification.

YOU AGREE TO, AS APPLICABLE, DEFEND OR TO ASSIST IN THE DEFENSE OF SUPPLIER AND SUPPLIER'S AFFILIATES, VENDORS AND ITS AND THEIR RESPECTIVE DIRECTORS, OFFICERS, USERS AND AGENTS (COLLECTIVELY, THE "INDEMNIFIED PARTIES"), FROM AND AGAINST ALL CLAIMS, CAUSES OF ACTION, SUITS, PROCEEDINGS, EACH BROUGHT BY A THIRD PARTY, TO THE EXTENT ARISING OUT OF OR RELATED TO (I) CLIENT'S USE OF THE SERVICES; (II) CLIENT'S NONCOMPLIANCE WITH OR BREACH OF THIS AGREEMENT; AND (III) CLIENT'S VIOLATIONS OF ANY THIRD-PARTY RIGHTS, INCLUDING THIRD-PARTY INTELLECTUAL PROPERTY RIGHTS, AND SHALL INDEMNIFY AND HOLD INDEMNIFIED PARTIES HARMLESS FROM ALL RESULTING LIABILITIES,

LOSSES, DAMAGES, JUDGMENTS, SETTLEMENTS, COSTS AND EXPENSES, INCLUDING ATTORNEYS' FEES AND COSTS OF LITIGATION AND APPEAL.

12. Governing Law.

This Agreement will be governed and construed in accordance with the laws of the State of Oklahoma without regard to its rules governing conflicts of law. Any action arising under or relating to this Agreement or any dispute with us must be commenced and maintained in the federal or state courts as applicable in Oklahoma County, Oklahoma.

13. Logo Usage.

We may request your written permission to use and display your company logo, service marks, and related symbols on our website, advertising, and promotional materials. If you consent to such use and display, we will comply with any written instructions and formats you submit prior to our use. Your logo, service marks, and related symbols shall remain your sole and exclusive property.

14. Client Data.

14.1   You hereby acknowledge and agree that our performance under this Agreement may require us to process, transmit and/or store your personal data or the personal data of your employees, affiliates, clients and other stakeholders (the "Client Data"). By submitting personal data to us, you agree that we and our affiliates may process, transmit and/or store personal data to the extent necessary to enable us to perform our obligations under this Agreement. You hereby grant to us a non-exclusive license to copy, reproduce, store, distribute, publish, export, adapt, edit and translate, all such personal data to the extent reasonably required for the performance of our obligations and the exercise of the our rights under this Agreement, together with the right to sub-license these rights to our hosting, connectivity and telecommunications service providers to the extent reasonably required for the performance of our obligations and the exercise of our rights under this Agreement. You warrant to us that such personal data or the use of such personal data by us will not breach the provisions of any law, statute, or regulation, infringe the intellectual property rights or other legal rights of any person, or give rise to any cause of action against us.

14.2   "Client Content" means any and all data or content made available by Client for use with or in, or uploaded to, the Services. Client is solely responsible for and retains all right, title and interest in and to the Client Content. Client grants to Supplier a nonexclusive license to use the Client Content in connection with performing or improving the Services and as otherwise contemplated by this Agreement. Supplier may collect information relating to activities and data (the "Client Site Data"). Supplier shall have the right to use the Client Site Data in anonymous and aggregate form, including but not limited to for the purpose of continuously improving the quality of the Services, provided such data does not contain information identifying Client or which discloses any of Client's Confidential Information. Client will not provide, post or transmit any Client Content that: (a) infringes, misappropriates or violates any intellectual property rights, publicity/privacy rights, law or regulation; (b) contains any viruses or programming routines intended to damage, surreptitiously intercept or expropriate any system, data or personal or personally identifiable information; or (c) is deceptive, defamatory, obscene, pornographic or unlawful. As between Client and Supplier, Client reserves all right title and interest in the Client Content.

15. **Service Level Agreement**

15.1   The Supplier guarantees an annual uptime of 99.9%. Should the uptime fall below this threshold, excluding downtime caused by the Client's misuse, unauthorized use, or external circumstances beyond the Supplier's control, the Supplier will offer a credit equivalent to the pro-rata hourly rate of the Client's annual subscription fee. This credit is not automatic; the Client must request it within 30 days of the date that the uptime was not met. The provision of credits is the Client's sole and exclusive remedy for any failure to meet the Guaranteed Uptime.

16. **Miscellaneous.**

16.1   Supplier shall have the right to assign and/or transfer this Agreement and Supplier's rights and obligations hereunder to any third party after notifying Client as provided for herein. Client agrees and acknowledges that Client shall not assign or transfer its rights or subcontract or delegate the performance of any of its rights under this Agreement without Supplier's prior written consent which consent shall not be unreasonably withheld or delayed. Any purported assignment or transfer in violation of this paragraph is void.

16.2   This Agreement does not give any right to any third party unless explicitly stated herein.

16.3   The parties are independent contractors under this Agreement, and nothing herein shall be construed to create a partnership, joint venture or agency relationship between them. Neither party has authority to enter into any agreement of any kind in the name of the other party.

16.4   If any part of this Agreement is determined to be invalid or unenforceable by applicable law, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of this Agreement will continue in effect.

16.5   Except as explicitly stated otherwise, any notices shall be given in writing and delivered by email or postal mail to, as applicable, the email address or the notice address set forth in the Order Form, as each may be amended from time-to-time.

16.6   This Agreement and the Order Form contain the entire agreement of the parties with respect to the subject matter of this Agreement. All prior agreements and understandings on the subject matter are expressly merged into this Agreement. No other agreements, covenants, representations or warranties, express or implied, oral or written, have been made by the parties hereto concerning this Agreement.

16.7   No modification to this Agreement will be binding, unless in writing and signed by a duly authorized representative of the parties.

16.8   You agree to notify your employees, agents, and representatives of the terms of this Agreement and you are responsible for their full compliance.

17. **Acceptance and Agreement; Effective Date**.

The terms and conditions set forth in this Agreement will be effective as to Client and Supplier upon the Effective Date set forth in an Order Form signed by each of Client and Supplier.

[End]