

Master Software-as-a- Service Agreement

This Master Software as a Service Agreement (the “Agreement”) is made and entered into this ___ day of _____, 20__ (the “Effective Date”) by and between TimeTrade Systems, Inc., DBA Engageware, having its principal offices at 100 Ames Pond Drive, Tewksbury, MA 01876 (“Engageware”) and _____ having its principal offices at _____ (“Customer”). Engageware and Customer may also be referred to individually as a “Party” and collectively as the “Parties”.

WHEREAS, Engageware has developed a certain Internet-based appointment scheduling and event registration product and related online service that runs and is hosted on the Engageware site on the World Wide Web (defined fully below as the “Services”).

WHEREAS, Customer wishes to obtain access to the Services, and Engageware wishes to provide such access to the Services in accordance with the terms set forth below.

NOW, THEREFORE, in consideration of the mutual covenants and obligations set forth below, the Parties hereby agree as follows:

1. Definitions

In this Agreement, the following terms shall have the following definitions:

Affiliate shall mean any entity directly or indirectly controlled by, controlling, or under common control with a Party, where “control” means direct or indirect possession of a majority of the voting stock or other voting ownership interests in the entity;

Agreement shall mean this document and any attached Order Forms and schedules;

Authorized Users shall mean any persons expressly permitted by Customer to use the Services and who have obtained a valid user name and password by Customer or through a self-registration process.

Customer Content shall mean any data, content, information or materials (and any updates thereto) provided to Engageware by Customer, an Authorized User, or a customer of Customer pursuant to this Agreement;

Error means any malfunction or other deficiency in the Service that prevents it from performing in accordance with the applicable documentation.

Fees shall mean the fees set out in any Order Form;

Order Form means the ordering document, including without limitation, purchase orders and statements of work (SOWs), in a format specified by Engageware and signed by the Parties, pursuant to which Customer shall place orders for the Services to be provided by Engageware under this Agreement. Order Forms shall include, without limitation, the Services ordered, pricing, bill to, sold to, and the Term of the order. This Agreement shall govern any Order Form;

Product shall mean Engageware’s software product, applications, equipment, APIs, documentation and/or any deliverables, identified in an Order Form and any updates thereto;

Service(s) shall mean the remote access to the Product for the Term specified in this Agreement and/ or any Order Form(s) attached to this Agreement. Services may also include any professional services ordered under an Order Form;

Term shall mean the time period during which Customer shall have access to and the right to use the Services as stated in an Order Form; and

Engageware API or API shall mean the programmatic web application programming interface, interface definitions, generated code libraries and associated tools and documentation that allow Customer (and its service providers) to integrate and interface with the Product and Services.

2. Services; Proprietary Rights

2.1 Engageware will configure the Product for Customer's business rules and resources, train Customer in the use and administration of the Product through the Service, and manage the Product at a third party data center. All implementation, configuration, training and other professional Services will be set forth in a SOW and will be performed by Engageware in accordance with the planning models and work methods of Engageware. As part of the Product configuration, Customer will select a login name, login password, and domain prefix (for example, <https://www.yourorgname.engageware.com>). Although Engageware will make every effort to assign to Customer the name, password, and prefix that Customer selects, Engageware reserves the right to reject any of Customer's choices if it has been previously assigned to another user or if Engageware, in its sole discretion, deems such domain prefix offensive. In addition, Engageware reserves the right to include a "Powered by Engageware" logo on the Product interface.

2.2 Subject to compliance with the provisions of this Agreement and the applicable Order Form, Engageware hereby grants Customer a limited, non-transferable and non-exclusive license to remotely access and use the Product through the Services solely during the Term. In the event the Order Form includes a license to Engageware's APIs, the additional terms and conditions attached to such Order Form shall be incorporated herein by reference and apply to such APIs. Except for this limited usage right during the Term, nothing in this Agreement grants Customer any rights, title or interest in the Product, Services or any deliverables provided by Engageware as part of the Services, which are and shall remain vested in Engageware. Engageware reserves the right to make changes and updates to the functionality and/or documentation of the Services from time to time.

2.3 Customer shall own all right, title and interest in and to the Customer Content and Customer does not grant Engageware any right, title or interest in such Customer Content except as necessary for Engageware to perform its obligations hereunder. Engageware may access such Customer Content solely for the purpose of delivering the Services. Customer will have sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness of and copyright permissions for all Customer Content. In addition, Customer represents, warrants and covenants that it has, and will continue to have, the right to transfer, or provide access to the Customer Content to Engageware for processing in accordance with the terms of this Agreement and that it will provide notices and obtain consents from its customers relating to

the collection, use, processing, transfer, storage and disclosure of Customer Content, as required by applicable laws.

3. Customer's Obligations

3.1 The Services will be delivered through the Internet and accessed at a unique URL to be provided to Customer. Customer and Authorized Users shall be solely responsible, at their own expense, for acquiring, installing, maintaining, and updating all Internet connectivity equipment, hardware and software as may be necessary for them to connect to, access, and use the Services in accordance with this Agreement and the documentation. Customer shall ensure that all such equipment, software and hardware is a currently supported version and is kept up-to-date with the latest security releases.

3.2 Customer is responsible for all activities conducted under its and its Authorized User's use of the Services. Customer shall not and shall ensure that its Authorized Users do not: (a) sell, lease, license or sublicense the Product or Services to third parties; (b) modify, change, alter, translate, create derivative works from, reverse engineer, disassemble or decompile the Product or Services or any software included in the Services; (c) copy or reproduce all or any part of the Services (except as expressly provided for herein); (d) knowingly interfere, or attempt to interfere, with the Services in any way; (e) engage in any fraudulent, illegal or unauthorized use of the Services; (f) knowingly introduce into or transmit through the Services any virus, worm, trap door, back door, timer, clock, counter or other limiting routine, instruction or design; (g) remove, obscure or alter any copyright notice, trademarks or other proprietary rights notices affixed to or contained within the Services; or (h) engage in or allow any action involving the Services that is inconsistent with the terms and conditions of this Agreement. Customer shall immediately notify Engageware of any unauthorized, fraudulent or illegal use of the Services that it becomes aware of, including without limitation, any breach of the foregoing obligations, any unauthorized use of passwords or accounts, security breaches or illegal activity. Engageware reserves the right to take any action that it deems appropriate with respect to a breach of any of the foregoing, which may include, but not be limited to, the suspension and/or termination of Customer's right of use hereunder.

3.3 EXCEPT AS MUTUALLY AGREED UPON IN WRITING BY THE PARTIES, CUSTOMER AGREES NOT TO USE THE SERVICES TO COLLECT, MANAGE OR PROCESS SENSITIVE INFORMATION. ENGAGEWARE SHALL NOT HAVE ANY LIABILITY THAT MAY RESULT FROM YOUR USE OF THE SERVICES TO COLLECT OR MANAGE SENSITIVE INFORMATION. "Sensitive Information" means credit or debit card numbers; personal financial account information; Social Security numbers; passport numbers; driver's license numbers or similar identifiers; racial or ethnic origin; physical or mental health condition or information; or other employment, financial or health information.

4. Security, Service Levels and Support

Engageware will use commercially reasonable efforts to provide the Services, security and related support in accordance with the Service Level Agreement attached hereto as Schedule A.

5. Payment of fees and costs

5.1 Unless otherwise set forth in an Order Form, Engageware shall invoice Customer and Customer shall pay Engageware the Fees for the Services, in advance, as set forth in the Order Form and this Agreement. Except as set forth herein, all Fees are non-refundable.

5.2 Customer shall reimburse Engageware for all pre-approved travel, accommodation and daily allowance or out-of-pocket expenses pertaining to the Services.

5.3 Unless otherwise stated, Fees do not include, and Customer shall be responsible for any local, state, federal or foreign taxes, levies, duties or similar governmental assessments of any nature, including, without limitation, sales, use, value-added or withholding taxes (collectively, Taxes) arising from this Agreement (excluding, however, taxes based on Engageware's net income or property).

5.4 All Fees due by Customer to Engageware hereunder will be made free and clear of any offset or counterclaim, and without any deduction or withholding of any present or future Taxes. If any such Taxes are levied or imposed on any of the transactions arising from this Agreement, the Customer shall pay the full amount of such Taxes (to Engageware or the relevant taxing authority, as appropriate), and shall pay to Engageware any additional amount necessary to ensure that the net payment, after withholding or deduction of such Taxes, shall be no less than the amount due for the transaction under this Agreement.

5.5 Customer shall pay all undisputed invoiced Fees within thirty (30) days after receipt by Customer of an invoice from Engageware. If Customer does not dispute an invoice within ten (10) days of receipt of such invoice, Customer forfeits any further right to dispute such invoice.

5.6 If a duly agreed and invoiced Fee or expense remains unpaid by Customer fourteen (14) days after receipt of a written reminder from Engageware, Engageware reserves the right without prejudice to any other right or remedy to suspend the Services until the payment is made and to charge interest from the due date at the lesser of the rate of one and one-half (1.5%) percent per month or the maximum rate permitted by law. Customer will continue to be charged Fees during any period of suspension. All costs of collection, including reasonable attorney's fees, shall be paid by Customer. Engageware reserves the right to impose a separate reactivation fee to reactivate any suspended Services.

5.7 After the initial Term, Engageware may increase the Fees by up to ten percent (10%) for each renewal Term by providing Customer with at least thirty (30) days advance written notice, which notice may be made by e-mail.

6. Warranty

Each Party warrants to the other that (a) it has the legal right to enter into this Agreement; and (b) it will comply with all applicable laws, regulations and other legal requirements applicable to its provision or use of the Services. In addition, Engageware warrants that the Services will be provided with reasonable skill and care.

EXCEPT FOR THE EXPRESS WARRANTIES SET FORTH IN THIS AGREEMENT, ENGAGEWARE MAKES NO OTHER WARRANTIES AND HEREBY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES REGARDING MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT. ENGAGEWARE SHALL HAVE NO LIABILITY FOR THIRD PARTY SYSTEMS OR FOR THE OPERATION OR PERFORMANCE OF THE INTERNET. EXCEPT AS OTHERWISE SPECIFICALLY SET FORTH IN THIS AGREEMENT, ENGAGEWARE DOES NOT WARRANT THAT ANY SERVICES WILL (A) MEET CUSTOMER'S REQUIREMENTS; (B) OPERATE IN COMBINATION WITH HARDWARE, SOFTWARE, SYSTEMS OR DATA NOT EXPRESSLY SPECIFIED IN WRITING BY ENGAGEWARE; (C) MEET ANY PERFORMANCE LEVEL, RESOURCE UTILIZATION, RESPONSE TIME, OR SYSTEM OVERHEAD REQUIREMENTS; OR (D) OPERATE UNINTERRUPTED, FREE OF ERRORS, OR WITHOUT DELAY.

7. Release; Limitation of Liability

7.1 Other than as set forth herein, Engageware is not directly involved in any appointment, reservation, registration, or enrollment transactions being conducted within the Service. Engageware has no control over the quality or legality of any transaction made, or the truth or accuracy of the registration information given by Authorized Users. Engageware cannot ensure that Customer's customers who book appointments and reservations or complete an event registration or enrollment process will honor any commitments made therein. Because Engageware is not involved in the actual direct transaction between Customer and its customers, in the event that Customer has a dispute with one or more of its customers, Customer hereby releases Engageware (and its officers, directors, agents, subsidiaries and employees) from claims, demands and damages (actual and consequential) of every kind and nature, known and unknown, suspected and unsuspected, disclosed and undisclosed, arising out of or in any way connected with such disputes.

7.2 EXCEPT FOR EITHER PARTY'S BREACH OF ITS CONFIDENTIALITY OBLIGATIONS HEREUNDER OR CUSTOMER'S BREACH OF THE LICENSE GRANT, NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, PUNITIVE, OR EXEMPLARY DAMAGES, INCLUDING, BUT NOT LIMITED TO, HARM TO SERVICES SUPPLIED BY CUSTOMER, LOSS OF BUSINESS, LOSS OF PROFITS OR REVENUES, LOSS OF OR CORRUPTION TO DATA, LOSS OF SOFTWARE, LOSS OF OPERATION TIME, LOSS OF GOODWILL OR COST OF COVER, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, EVEN IF FORESEEABLE OR IF A PARTY HAS BEEN ADVISED OF THEIR POSSIBILITY AND IN ALL CASES HOWEVER CAUSED AND WHETHER ARISING UNDER OR IN CONNECTION WITH THIS AGREEMENT, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), BREACH OF STATUTORY DUTY OR OTHERWISE.

7.3 ENGAGEWARE'S TOTAL LIABILITY (WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), BREACH OF STATUTORY DUTY OR OTHERWISE) UNDER OR IN CONNECTION WITH THIS AGREEMENT (WHETHER BASED ON ANY CLAIM FOR INDEMNITY OR CONTRIBUTION OR OTHERWISE) WILL NOT EXCEED 100% OF THE

MOST RECENT TWELVE (12) MONTHS FEE ACTUALLY PAID HEREUNDER.

7.4 No actions, regardless of form, arising out of this Agreement may be brought by either Party more than two (2) years after the cause of action became known to the claiming Party, or, in the case of non-payment, more than three (3) years from the date of the relevant invoice.

7.5 The Parties acknowledge that Engageware has set its prices and entered into this Agreement in reliance upon the limitations of liability and the disclaimers of warranties and damages set forth in this Agreement, and that the same form an essential basis of the bargain between the Parties. The Parties agree that the limitations and exclusions of liability and disclaimers specified in this Agreement will survive and apply even if found to have failed of their essential purpose.

8. Indemnity

8.1 **Engageware Indemnity.** Engageware shall indemnify, defend and hold Customer, its Affiliates and any employee, director, officer or agent thereof, harmless from any and all costs and expenses as well as any and all damages against Customer (including reasonable attorney's fees) finally awarded against Customer by a court of competent jurisdiction or agreed by Engageware in a final settlement, arising out of any third party claim for infringement of any copyright, U.S. patent or other intellectual property right of such third party through Customer's use of the Product or Services in accordance with this Agreement; provided that Engageware is given prompt notice of any infringement claim and the sole right to conduct the defense or settlement of such claim. Engageware shall have no obligation to indemnify Customer for infringement claims to the extent based upon (a) Customer Content; or (b) Customer's access to or use of the Services or the Product in any manner, other than as expressly permitted by this Agreement. This Section 8.1 states the sole remedy of Customer and the entire liability of Engageware with respect to any infringement caused by the use of the Product or Services.

8.2 **Customer Indemnity.** Customer shall indemnify, defend and hold Engageware, its Affiliates and any employee, director, officer or agent thereof, harmless from any and all third party claims, actions, suits, investigations, governmental actions, liabilities, judgments, demands, losses, damages, costs or expenses (including reasonable attorneys' fees) resulting from or alleging that any of the Customer Content or other content or materials that Customer instructs Engageware to use or develop infringes and/ or misappropriates any copyright, patent, trade secret or other intellectual property right of such third party, is defamatory or slanderous, or that the collection or use of such Customer Content violates the privacy or publicity rights of another; provided that Customer is given prompt notice of any such claim and the sole right to conduct the defense or settlement of such claim (provided that any settlement must not impose any obligation or liability on Engageware without Engageware's written consent).

9. Confidentiality

9.1 **Confidential Information.** "Confidential Information" means any information and

data, including in tangible, electronic or other form, of Engageware or Customer, or of either of its affiliates, that is identified as confidential or proprietary at the time of disclosure or which should be understood to be confidential by the nature of the information or the circumstances of the disclosure. Confidential Information shall include without limitation Services, Products, Customer Content, business plans, strategies, technology, software, documentation, methodologies, know-how, technical information, security information, financial information, information regarding each party's operations, business relationships and the terms of this Agreement. Confidential Information shall not include any information which: (i) is known to the receiving party prior to receipt hereunder from a source other than one having an obligation of confidentiality to the disclosing party; (ii) becomes known (independently of disclosure by the disclosing party) to the receiving party from a source other than one having an obligation of confidentiality to the disclosing party; (iii) becomes publicly known or otherwise ceases to be secret or confidential, except through a breach of this Agreement; or (iv) is independently developed by the receiving party. A Party's failure to mark any Confidential Information as confidential, protected or proprietary shall not affect its status as Confidential Information under this Agreement

9.2 Each Party agrees to keep confidential all Confidential Information of the other Party and its respective clients and affiliates obtained during the course of this Agreement, and shall not disclose the Confidential Information to any person other than its employees, affiliates or agents who need to know such information for the purpose of carrying out the terms of this Agreement and who agree in writing to comply with the confidentiality obligations under this Agreement. Without limiting the foregoing, each Party further agrees to handle the Confidential Information of the other Party with at least the same degree of care as the Party handles its own confidential information of like nature and sensitivity, and, in any event, to take all reasonable steps to preserve the confidentiality of such Confidential Information. The receiving party agrees to immediately notify the disclosing party of any actual or suspected disclosure or loss of, or inability to account for, any Confidential Information of the disclosing party. The receiving party further agrees that it will not use the Confidential Information of the disclosing party in any way, for its own account or the account of any third party, except for the purpose of performing this Agreement. In the event that either Party is required by law to make any disclosure of any Confidential Information, by subpoena, judicial or administrative order or otherwise, if permitted by applicable law, such Party must first give written notice of such requirement to the other Party, and must permit such Party to intervene in any relevant proceedings to protect its interests in the Confidential Information, and provide full cooperation and assistance in seeking to obtain such protection. This Section 9 shall survive termination of this Agreement for a period of three (3) years; provided that the receiving Party's obligations with respect to any Confidential Information that constitutes a trade secret shall survive termination of this Agreement for so long as such information qualifies as a trade secret under applicable law.

10. Term and Termination

10.1 Unless terminated earlier pursuant to the terms hereof, this Agreement shall commence on the Order Form Effective Date and continue for so long as there is an Order Form in effect. The Term of any Order Form shall be as set forth in such Order Form and,

unless otherwise agree in such Order Form, shall be automatically extended for successive one (1) year periods, unless a Party provides written notice of non-renewal to the other Party at least thirty (30) days prior to the expiration of the then current Term.

10.2 Each Party has the right to terminate this Agreement and/or an Order Form if the other Party is in material default of any obligation hereunder or thereunder and such default is not cured within thirty (30) days of receipt by the other Party of a written notice thereof or, immediately, if Customer becomes insolvent, institutes a composition with its creditors, suffers or permits the appointment of a receiver for its business or assets, or is declared bankrupt or insolvent under applicable bankruptcy or insolvency laws.

10.3 Any dispute arising under or related to this Agreement shall be considered in person or by telephone by a duly authorized senior representative of each Party, within 5 business days after receipt of a notice from either Party specifying the nature of the dispute, prior to either Party having the right to terminate this Agreement for breach.

10.4 Upon termination of this Agreement and/or an Order Form, Customer shall immediately cease all use of the Services under the applicable Order Form and each Party shall promptly return or destroy all copies of the Confidential Information of the other Party. Upon termination, Engageware will make the Customer Content available to Customer, in a format reasonably requested by Customer, within thirty (30) days after the date of termination. Customer agrees and acknowledges that Engageware has no obligation to retain the Customer Content, and may delete such Customer Content, more than thirty (30) days after the date of termination. The expiration or termination of this Agreement and/or applicable Order Form for any reason shall not relieve Customer of its obligation to pay any amounts due and owing prior to the date of expiration or termination and shall not affect any other rights or liabilities of the Parties which may have accrued prior to the date of expiration or termination.

10.5 Sections 2.2, 2.3, 3.3, 7, 8, 9, 10.4, 10.5, 11 and any other provisions that are by implication intended to remain in force after termination shall not be affected by the termination of this Agreement.

11. General Terms

11.1 Notices. Any notice required or permitted to be given to a Party hereunder shall be made in writing and shall be sufficiently given if personally delivered, sent by reputable overnight courier with established tracking capability, or sent by certified mail, return receipt requested, addressed to the Customer contact person set forth in the Order Form, at the address for such Party set forth in the Order Form, or to such other person or at such other address as the Party may specify by written notice to the other Party in accordance with this sentence. Notices sent in accordance with the immediately preceding sentence shall be deemed to have been given or made on the earlier of (a) the date of actual receipt, as demonstrated by the tracking records of the applicable delivery or courier service or by the certified mail return receipt, (b) on the second business day after they are sent by courier service, or (c) on the fifth business day after they are sent by certified mail, return receipt requested.

11.2 Audits. Customers may not perform any Ethical Hacking/Penetration Testing,

Network Scans, Performance / Load Testing, or any similar actions without the written consent of Engageware. If information is required regarding Engageware's Information Security programs and controls, such information will be provided in a prepared format of Engageware's choosing. Such format will be an industry recognized standard (such as the CAIQ, or a Financial SIG). Additionally, Engageware will make available, upon written request, prepared documents detailing the security controls and contingency plans deployed by Engageware. All requests for information will be limited to once per calendar year. Additionally, Engageware reserve the right to defer direct response to such inquiries to a third-party respondent charged with maintaining accurate information regarding Engageware's security posture.

11.3 Publicity. During the term of this Agreement, Customer grants Engageware the right (i) to use Customer's logo and name on Engageware's website and/or customer lists; and (ii) to issue a press release announcing the Customer relationship and identifying the type of Services purchased by Customer provided, however, that the wording of any such press release or announcement shall be approved in advance by Customer, which approval shall not be unreasonably withheld.

11.4 Entire Agreement. This Agreement, any Schedules attached to this Agreement and any Order Forms executed hereunder, constitute the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior or contemporaneous written or oral understandings, agreements and communications between them with respect to such subject matter. Notwithstanding any language to the contrary therein, no terms or conditions stated in a Customer purchase order or in any other Customer order documentation shall be incorporated into or form any part of this Agreement, and all such terms or conditions shall be null and void.

11.5 Assignment; Third Party Providers. Neither Party shall assign its obligations under this Agreement without the prior written consent of the other Party (not to be unreasonably withheld), except that Engageware may assign this Agreement in whole or in part to any Affiliate or to any third party that acquires all or substantially all of Engageware's business or assets that relate to this Agreement without such consent. Any attempted assignment or transfer by Customer without Engageware's written consent shall be void and shall automatically terminate all rights and licenses of Customer under this Agreement. This Agreement shall be binding upon, and inure to the benefit of, Engageware and Customer and their respective legal representatives, successors and permitted assigns. Customer hereby acknowledges and agrees that Engageware may use a third party provider for the hosting of the Product and for providing certain Services, including e-mail notifications, text notifications and Reserve with Google, if contracted for in the Order Form. Engageware will provide a list of such third party providers upon request and will notify Customer of any changes to that list that may be applicable to Customer. In the event Customer contracts for the Reserve with Google Service, Customer acknowledges and agrees that the features and functions of the Reserve with Google Services may change over time based on any changes that Google makes with respect to the Reserve with Google program, including without limitation, the cancellation of the program by Google.

11.6 Amendment; Non-Waiver. This Agreement may not be modified, amended, rescinded,

canceled or waived, in whole or part, except by a written instrument signed by the Parties; provided, that any unilateral undertaking or waiver made by one Party in favor of the other shall be enforceable if set forth in a writing signed by the Party to be charged with the undertaking or waiver. The failure or delay of a Party to enforce or require performance of any provision of this Agreement shall not in any manner affect that Party's right to later enforce or require performance of such provision or be construed to be a waiver thereof. A waiver by either of the Parties hereto of any provision of this Agreement shall not be construed to be a waiver of any succeeding breach thereof or of any other provision contained herein.

11.7 Force Majeure. Engageware shall not be liable for, and shall be excused from, any failure of or delay in performance directly or indirectly caused by events and factors beyond Engageware's reasonable control, whether or not foreseeable, ("Force Majeure"), including, without limitation, (a) acts of, defaults of or delays by Customer, its employees, consultants, subcontractors, business partners, trading partners, service providers or agents, (b) causes beyond the control of Engageware, including, without limitation, acts of God, acts of the public enemy, acts of a government authority, agency or body, or (c) fire, floods, epidemics, quarantine restrictions, strikes, civil commotions, embargoes, or any unusually severe weather conditions.

11.8 Injunctive Relief. Each Party agrees that the other Party may suffer irreparable harm in the event of any breach of the provisions of Section 9 and that monetary damages may be inadequate to compensate such other Party for such breach. As a result, each Party agrees that, in the event of a breach or threatened breach of any of the provisions of Section 9 by such Party, in addition to and not in limitation of any other rights, remedies or damages available to the other Party at law, in equity or otherwise, such other Party will be entitled to seek a temporary restraining order, preliminary injunction, permanent injunction and such other equitable relief as is necessary to prevent or restrain any such breach or threatened breach without the necessity of posting a bond.

11.9 Choice of Law; Venue. This Agreement shall be governed by, and construed and enforced in accordance with, the substantive laws of The Commonwealth of Massachusetts without regard to its principles of conflicts of laws. Any litigation arising from or relating to this Agreement shall be filed and prosecuted before a court of competent subject matter jurisdiction located in Massachusetts. The Parties hereby consent to the jurisdiction of such courts over them, stipulate to the convenience, efficiency and fairness of proceeding in such courts, and covenant not to assert any objection to proceeding in such courts based on any alleged lack of jurisdiction or any alleged inconvenience, inefficiency or unfairness of such courts.

11.10 No Solicitation. Customer and its Affiliates, shall not, during the Term and continuing for a period of one (1) year following termination of this Agreement, either directly or indirectly solicit the employment nor hire any (i) current employee of Engageware and of its Affiliates; or (ii) any person who was an employee of Engageware or of its Affiliates within the immediately preceding twelve (12) month period. The restrictions contained herein do not include the placing of advertisements in newspapers, websites or other general communication methods.

11.11 Independent Contractors. The relationship of Engageware and Customer hereunder at all times shall be solely that of independent contractors with respect to all matters arising under this Agreement. Nothing herein shall be deemed to establish a

relationship of partnership, joint venture or employment between the Parties.

11.12 Severability. If any provision of this Agreement is determined to be invalid, illegal or otherwise unenforceable, then such provision will instead be construed to give effect to its intent to the maximum extent possible, and the validity, legality and enforceability of the other provisions of this Agreement shall not be affected thereby. If after application of the immediately preceding sentence any provision of this Agreement is determined to be invalid, illegal or unenforceable, such provision shall be severed, and after any such severance, all other provisions hereof shall remain in full force and effect.

11.13 Counterparts. This Agreement may be executed in counterparts and each such counterpart will constitute an original document and such counterparts, taken together, will constitute one and the same instrument. A facsimile or electronically transmitted signature shall be considered the same as an original signature.

* * *

The Parties have executed this Agreement as of the Effective Date.

**TimeTrade Systems, Inc. DBA
Engageware**

Customer:

By: _____
(Signature)

By: _____
(Signature)

Name: _____
(Print Name)

Name: _____
(Print Name)

Title: _____

Title: _____

Date: _____

Date: _____

SCHEDULE A

SERVICE LEVEL AGREEMENT

1. SYSTEM AVAILABILITY

1.1 Third-Party Data Center and Hosting Infrastructure

Engageware co-locates the Product at a SSAE 18 SOC 2 compliant data centers. These data centers are highly secure facilities with access restricted to only authorized Engageware personnel. The data centers feature multiple connections to the Internet backbone, a highly redundant internal network infrastructure, a full fire suppression system, and backup electrical power generators.

1.2 UPTIME

The guaranteed uptime for the Product is 99.9%, excluding any Planned or Emergency Maintenance (as defined below), on a quarterly basis. Should Engageware fail to meet its guaranteed uptime, Engageware will credit Customer's account, upon Customer's request, an amount equal to the pro-rated charges of four (4) days' hosting Fees for every 1/10th of a percentage of uptime below the 99.9% guaranteed uptime, up to a maximum credit of 50% of the hosting Fee paid for the applicable period. Credits are Customer's sole remedy for Engageware's failure to meet the guaranteed uptime. Uptime will be calculated using the following formula:

$$x = [(n-y)/n] 100$$

In the formula above, "x" is the uptime percentage, "n" is the total number of hours in a given calendar quarter, and "y" is the total number of hours the service is not available in a given calendar quarter.

Specifically excluded from "n" and "y" and exempt from the uptime percentage calculation provided herein is Planned and Emergency Maintenance and down periods due to Force Majeure, as defined in the Agreement. Specifically excluded from "y" are (i) issues associated with Customer provided hardware, software and other equipment; (ii) use of unapproved or modified hardware or software; (iii) issues arising from the misuse of the Services by Customer, its employees, agents or contractors; and (iv) issues involving the Text Messaging or Reserve with Google Services.

1.3 MAINTENANCE

Engageware reserves the right to perform regularly scheduled maintenance from 8:00 pm to 8:00 am Eastern time ("Planned Maintenance"). Planned Maintenance may prevent the Product from being accessed or used by Authorized Users during this time period. Any maintenance required outside of this schedule ("Emergency Maintenance") will be announced 24 hours in advance to Customer's contact person via email, if possible under the circumstances. Planned Maintenance will not result in more than eight (8) instances of downtime in excess of thirty minutes each in any calendar quarter. Operational Maintenance, defined by improvements to operational

infrastructure not requiring downtime or functional degradation, may occur during normal business hours.

Engageware reserves the right to update its maintenance schedule at its sole discretion. Any updates to this schedule will be appropriately communicated to the Customer.

1.4 BACK-UPS

The Product data is backed up regularly as protection against accidental or intentional data destruction by Engageware employees or users. Specifically:

- i. The Product files are backed up once per day to a machine that is separate from the web/ application servers.
- ii. The database is backed up fully once per day. These backups are made to a machine that is separate from the database server.
- iii. The database transaction logs are backed up every fifteen (15) minutes to a machine that is separate from the database server.
- iv. The files are moved to a hosting provider provided secure backup vault. The Product and all database files are fully backed up to the vault each day. Backups are kept on a seven (7) day rotating schedule.

1.5 MONITORING AND SECURITY

Engageware stores transaction information on secure computers located in a physically secure data center. Engageware employs technology which is consistent with high industry standards for firewalls and other security technology to help prevent Engageware computers from being accessed by unauthorized persons.

The Product and all Engageware equipment are continuously monitored (24 hours per day; 7 days per week) for health and performance using internal monitoring software and an external third party monitoring service.

Customer agrees to immediately report any known or suspected security breaches or other issues to Engageware, via email at securityteam@Engageware.com.

1.6 GENERAL

Engageware reserves the right to change existing infrastructure, hardware and underlying software used to provide the Product as expansion and new technology deem necessary. Engageware assumes no responsibility for delays or problems that result from Customer's third party vendors and/or Customer's ISP.

1.7 PURGING DATA

Engageware reserves the right to purge data that is more than three (3) years old from the database. A copy of the purged data will be made available to Customer prior to such data being deleted.

2. INCIDENT SEVERITY DEFINITION AND RESPONSE TIME

Customer may report Errors in the current release of the Product to Engageware by web portal, email, or telephone from 8:30 am to 5:30 pm Eastern Time for P3 and P4 issues. For any P1 or P2 issues, Customer may notify Engageware via pager on a 24/7 basis. Upon receipt of notification from Customer, and upon receipt of such additional information as Engageware may reasonably request, Engageware shall, without cost to the Customer, resolve the Errors according to the following Severity Levels, as assigned to such Errors by Customer, as follows:

Severity	Definition
<p>Critical (Priority 1)</p>	<p>Critical Production Issue that severely impacts your use of the service. The situation halts your business operations and no procedural workaround exists.</p> <ul style="list-style-type: none"> • Service is down or unavailable. • Data corrupted or lost and must restore from backup • A critical documented feature / function is not available. <p>Severity 1 issues require the customer to have dedicated resources available to work on the issue on an ongoing basis with Engageware.</p> <p>Response Time: 30 minutes Target Remediation Time: Immediate – work commences and continues until issue is resolved or workaround deployed.</p>
<p>Major (Priority 2)</p>	<p>Major functionality is impacted or significant performance degradation is experienced. The situation is causing a high impact to portions of your business operations and no reasonable workaround exists.</p> <ul style="list-style-type: none"> • Service is operational but highly degraded performance to the point of major impact on the usage. • Important features of the Software as a Service offering are unavailable with no acceptable workaround; however, operations can continue in a restricted fashion. <p>Response Time: 4 hours Target Remediation Time: Resolved or workaround deployed within 2 days, no sooner than the next release/service update.</p>

<p>Minor (Priority 3)</p>	<p>There is a partial, non-critical loss of use the service with a medium to low impact on your business, but your business continues to function. Short-term workaround is available, but not scalable.</p> <p>Response Time: 1 business day Target Remediation Time: As agreed upon with product, no sooner than the next release/service update.</p>
<p>Cosmetic (Priority 4)</p>	<p>Inquiry regarding a routine technical issue; information requested on application capabilities, navigation, installation or configuration; bug affecting a small number of users. Acceptable workaround available.</p> <p>Response Time: 3 business days Target Remediation Time: As agreed upon with product, no sooner than the next release/service update.</p>

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