

Last updated March 14, 2022

THIS SOFTWARE LICENSE AGREEMENT (this "Agreement") is made on the date set out in Item 1 of Schedule 1 of the MEMBERSHIP FORM by and between (i) QuickFee, Inc., 8605 Santa Monica Blvd, Suite 83260, West Hollywood, California 90069, including any of our affiliates such as QuickFee Group LLC, QuickFee Finance LLC and QuickFee GCI LLC ("Licensor", "QuickFee", "we", "us", "our" or words of similar import) and (ii) the party set out in Item 2 of Schedule 1 ("Customer", "Company" or "You") of the MEMBERSHIP FORM or any amendments thereto, regarding your use of our proprietary Connect Software, including any mobile application or other mobile versions of the software, and any other tools, modules, remote services, servers or other offerings or services owned, provided or otherwise operated by us in connection with your use of such software (collectively, "Connect"). "QuickFee" and "User" may also each be referred to individually as a "Party" or collectively as the "Parties."

WHEREAS, Licensor is a developer and provider of certain business solutions software and related services; and

WHEREAS, Customer desires to receive a license and certain services from Licensor related to the Licensor Technology (as defined below), and Licensor desires to grant such license and provide such services to Customer, all on the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the foregoing premises and the mutual promises, covenants and conditions contained in this Agreement, the receipt and sufficiency of which are hereby expressly acknowledged, the Parties, intending to be legally bound, agree as follows:

1. Definitions. Defined terms have the meanings set forth in this Section 1 unless otherwise defined in the body of this Agreement

1.1. "Affiliate" means in relation to a Party, any other entity which directly or indirectly Controls, is Controlled by, or is under direct or indirect common Control with that Party from time to time.

1.2. "Applicable Law" means all international, federal, state, provincial and local laws and regulations applicable to either Party, this Agreement or the subject matter of this Agreement.

1.3. "Confidential Information" means all Know-How, secret, confidential or proprietary information or data, whether provided in written, oral, graphic, video, computer or other form, provided by one Party (the "Disclosing Party") to the other Party (the "Receiving Party") pursuant to this Agreement or generated pursuant to this Agreement, including information relating to the Disclosing Party's existing or proposed research, development efforts, activities to commercialize, Intellectual Property, business or products and any other materials that have not been made available by the Disclosing Party to the general public. Notwithstanding the foregoing sentences, Confidential Information shall not include any information or material that: (a) was already known to the Receiving Party (other than under an obligation of confidentiality owed to the Disclosing Party), at the time of disclosure by the Disclosing Party; (b) was generally available to the public or otherwise part of the public domain at the time of its disclosure to the Receiving Party; (c) became generally available to the public or otherwise part of the public domain after its disclosure and other than through any act or omission of the Receiving Party in breach of this Agreement; (d) was subsequently disclosed to the Receiving Party by a Third Party who had no legal obligation to the Disclosing Party not to disclose such information to others; (e) is independently discovered or developed by or on behalf of the Receiving Party without the use of the Confidential Information belonging to the other Party; or (f) is approved for release by the Disclosing Party in writing.

1.4. "Connect Software" means QuickFee's proprietary business solutions Software, as further detailed in Exhibit A hereto, to be provided by Licensor to Customer hereunder.

1.5. "Control" of a Party means the power, by operation of law or as a matter of fact, to exercise, whether directly or indirectly, a decisive influence on the orientation of such Party's management or the appointment of the majority of its directors; "Controls," "Controlled" and "Controlling" will be interpreted accordingly.

1.6. "Copyrights" means copyrightable works, copyrights (including for Software in both source and object code) and database rights, whether or not registered, and registrations and applications for registration thereof, and all rights therein provided by international treaties or conventions.

1.7. "End User" means Third Parties that are authorized to access and use the Licensed Technology pursuant to written agreements between Customer and such End Users, which End Users may include customers of Customer.

1.8. "Indemnified Party" means Licensor and its Affiliates in respect of the indemnities set forth in Section 8.1 of this Agreement and Customer and its Affiliates in respect of the indemnities set forth in Section 8.2.

1.9. "Indemnifying Party" means Customer in respect of the indemnities set forth in Section 8.1 of this Agreement and Licensor in respect of the indemnities set forth in Section 8.2.

1.10. "Intellectual Property" means the following, and all intellectual property and other proprietary rights therein throughout the world: Know-How, Patents, Software, Trademarks and Copyrights.

1.11. "Know-How" means any and all trade secrets, Confidential Information, techniques, specifications, processes, standard calculations, business information, proprietary ideas and information, designs, formulae, methods, procedures, inventions, know-how, data, documentation and other information, whether or not patentable or protectable as a trade secret.

1.12. "Licensor Technology" means the Connect Software, including all technology, systems, Software, methods and processes incorporated therein and all Updates, Upgrades, New Releases and Modifications thereto and Intellectual Property rights therein.

1.13. "New Release" means a new release of any Licensor Technology that is a new version of such program. New Releases are generally indicated by a revision in the version number to the left of the decimal (x.0).

1.14. "Patents" means patents, patent applications (including provisional patent applications) and statutory invention registrations, including reissues, divisionals, continuations, continuations-in-part, renewals, extensions and re-examinations thereof, all patents which may issue on such applications, all inventions disclosed therein and improvements thereto, and all rights therein provided by international treaties or conventions.

1.15. **"Person"** means any natural person, corporation, limited liability company, limited liability partnership, general partnership, limited partnership, trust, association, governmental organization or agency, political subdivision, body politic or other legal person or entity of any kind, legally constituted.

1.16. **"Personal Data"** means any information disclosed by Customer to Licensor or collected by Licensor pursuant to this Agreement and relating to an identified or identifiable individual or customer (**"Data Subject"**), including name, address, email, telephone number, business contact information, date of birth, social security number, credit or debit card number, bank account number and any other unique identifier or one or more factors specific to the individual's or customer's physical, physiological, mental, economic, cultural or social identity.

1.17. **"Privacy and Information Security Requirements"** means: (a) all applicable international, federal, state, provincial and local laws, rules, regulations, directive and governmental requirements relating in any way to the privacy, confidentiality or security of Personal Data, including laws regulating unsolicited email communications; security breach notification laws; laws imposing minimum security requirements; laws requiring the secure disposal of records containing certain Personal Data; and all other similar international, federal, state, provincial and local requirements; and (b) all applicable provisions of the written information security policies, procedures and guidelines of Licensor or Customer which the Parties have mutually agreed are applicable to the Services or Deliverables.

1.18. **"Privacy Policy"** means that certain privacy policy located at www.quickfee.com/privacy, which is incorporated herein by reference.

1.19. **"Process" or "Processing"** means any operation or set of operations which is performed upon Personal Data, whether or not by automatic means, such as collection, recording, organization, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, blocking or dispersed erasure or destruction.

1.20. **"Services"** has the meaning set forth in Section 3.1 of this Agreement.

1.21. **"Software"** means computer software programs and software systems, in both source code and object code format, including databases, compilations, compilers, higher level or "proprietary" languages, data files, application programming interfaces, algorithms, tool sets, user interfaces, manuals and other specifications and documentation and all Know-How related thereto, including web sites, HTML code, and firmware and other software embedded in hardware devices.

1.22. **"Terms of Use"** means that certain terms of use agreement located at <http://www.quickfee.com/legal>, which is incorporated herein by reference.

1.23. **"Third Party"** means any Person other than Licensor, Customer or any of their respective Affiliates.

1.24. **"Trademarks"** means trademarks, service marks, trade names, trade dress, brand names, product names, logos, designs, slogans and all goodwill associated with the foregoing, any and all common law rights therein, and registrations and applications for registration thereof, all rights therein provided by international treaties or conventions, and all extensions and renewals of any of the foregoing.

1.25. **"Update"** means a new release of any Licensor Technology that provides bug fixes, patches, maintenance releases, and other minor improvements. Updates are generally indicated by a revision in the release number to the right of the decimal (0.x).

1.26. **"Upgrades"** means a generally available release of any Licensor Technology that incorporates significant additional or improved features, which Licensor shall make available to Customer for no additional fee or financial consideration.

2. License.

2.1. Grant of Rights.

2.1.1. In consideration of Customer's payment of the License Fees due hereunder and subject to the terms of this Agreement, Licensor hereby grants to Customer, and Customer hereby accepts, a non-exclusive, non-transferable, non-sublicensable license during the Term to access, use or display the Licensor Technology, including as necessary to provide services to End Users and make the Licensed Technology available for use by End Users or as necessary to enjoy the Services provided by Licensor hereunder.

2.1.2. For the purposes of this Agreement, all Updates, Upgrades, New Releases and Modifications provided to Customer pursuant to this Agreement from and after the Effective Date, are incorporated in the definition of "Licensor Technology" and subject to this Agreement, including the licenses granted hereunder to Customer, without any further action, notice or agreement required of the Parties.

2.2. **Reservation of Rights.** All rights in and to the Licensor Technology not specifically granted herein are reserved by Licensor. Nothing in this Agreement shall be deemed to restrict in any way Licensor's right to use or license the Licensor Technology to any Third Party.

Limitation on Use. Except as otherwise expressly set forth herein, Customer shall not at any time, directly or indirectly, and shall not permit any Third Party to (a) produce, reproduce, copy, modify, translate or create derivative works or improvements of the Licensor Technology or any other Licensor Intellectual Property provided hereunder, in whole or in part; (b) rent, lease, lend, sell, license, sublicense, assign, distribute, publish, transfer or otherwise make available the Licensor Technology or any other Licensor Intellectual Property provided hereunder; (c) reverse-engineer, disassemble, decompile, decode, adapt, or otherwise attempt to derive or gain access to the source code of the Licensor Technology or any other Licensor Intellectual Property provided hereunder, in whole or in part; (d) remove any proprietary notices from the Licensor Technology or any other Licensor Intellectual Property provided hereunder; (e) develop, produce, market, distribute, license, sell or otherwise make available in any form, any products or services, or any components thereof, that infringe, misappropriate or otherwise violate any Intellectual Property right of Licensor that is within the scope of this Agreement or otherwise violate Customer's confidentiality obligations hereunder; (f) use the Licensor Technology or any other Licensor Intellectual Property provided hereunder in any manner or for any purpose that violates any Applicable Law; (g) combine or integrate the Licensor Technology or any other Licensor Intellectual Property provided hereunder with any Software, technology, services or materials not authorized by Licensor; or (h) design or permit the Licensed Technology to disable, override or otherwise interfere with any features of the Licensed Technology or Services.

3. Licensor Obligations.

3.1. **Services.** Customer is hereby engaging Licensor to perform those services (the "Services") and to provide those deliverables (the "Deliverables"), described in Exhibit B attached hereto, which may be amended from time to time upon the mutual written agreement of the Parties hereto. The Services include the management, maintenance, support and operation of the Licensed Technology for access and use by Customer and End Users. The Deliverables include (a) Updates, (b) New Releases, and (c) Upgrades, and may, at Licensor's sole discretion, include Documentation. Licensor represents, warrants and covenants that Licensor has, as of the Effective Date, and shall maintain, all rights and authority to perform its obligations under this Agreement, including providing the Services and Deliverables hereunder. To be clear, the License Fees include the Services; in the event Customer requests any services to be provided in addition to those described in Exhibit B, Licensor may agree, in its sole discretion, to provide such additional services all on terms and for additional fees to be mutually agreed by the Parties in writing.

3.2. **Scope of Services.** In consideration of Customer's payment of the License Fees due hereunder, Licensor agrees to configure, provide, operate and maintain the Services, Licensed Technology and Deliverables and to make the Services, Licensed Technology and Deliverables available to Customer and, as applicable, End Users, pursuant to the terms and conditions of this Agreement. Licensor shall backup all of Customer's data stored on the Licensor Technology no less frequently than weekly; provided however, that Customer will provide additional daily backup and archival storage of Customer's data stored on the Licensor Technology via servers provided by its Internet service provider. Licensor shall use commercially reasonable efforts not to operate the Services, Licensed Technology or Deliverables in any way that will impair, corrupt or otherwise damage Customer's data or the operation of any of Customer's other hardware or software or networks, and use due care in handling Customer's data, content and Confidential Information. All Services shall be comparable to or exceed industry standards.

3.3. **Subcontractors.** Notwithstanding anything contained herein to the contrary, Licensor may, in its sole discretion, subcontract to another any of the obligations of Licensor under this Agreement, in each instance without the prior written consent of Customer. Licensor shall be solely responsible for the actions or inactions of its Third Party consultants, subcontractors, subprocessors, agents or other retained third Persons, including Licensor's Affiliates. Such third Persons shall be bound by the terms and conditions of this Agreement (to the extent applicable and possible). Licensor shall exercise commercially reasonable due diligence in selecting and retaining such third Persons.

3.4. **Updates, New Releases and Upgrades.** At the same time and in the same manner that Licensor provides Updates, New Releases or Upgrades to its other customers and implements Updates, New Releases and Upgrades into its own systems and products, and to the extent any such Updates, New Releases or Upgrades are related in any way to the Services or Deliverables, including the Licensor Technology, Licensor shall make them available in and as part of the Services and Deliverables by incorporating such Updates, New Releases and Upgrades into the Licensor Technology. All Updates, New Releases or Upgrades shall be provided at no additional cost to Customer.

3.5. **Data.** Customer understands and agrees that all use of and rights in and to any data supplied by Customer or End Users or its other customers under this Agreement in connection with the use of the Licensor Technology shall be governed by the Terms of Use and Privacy Policy.

4. Fees and Payment.

4.1. **License Fees.** Within thirty (30) days after the Effective Date, and thereafter on a monthly basis, Customer shall pay Licensor an annual license fee as set out in the QuickFee Fee Schedule located at www.quickfee.com/legal/fee-schedule, payable in twelve (12) equal installments during each year of the Term (the "License Fees"). The License Fees are stated in U.S. dollars and no extra charges of any kind shall be allowed unless specifically agreed to by Customer in writing.

4.2. **Invoices.** Licensor shall invoice Customer monthly for License Fees, no later than the end of the calendar month for which such License Fees are due. Customer shall pay each undisputed invoice within thirty (30) days of receipt. Interest shall accrue on any undisputed payment owed to Licensor under this Agreement that is not made within such thirty (30) day payment period, at an arm's length rate as determined by the Parties for the period such interest is being determined, with such interest accruing from the date the payment was originally due, and any late payment pursuant to this Section 4.2 shall be credited first to interest and then to any outstanding fees; provided, however, that in the event any disputed invoices are found in favor of Licensor, such interest charge will apply from the date the applicable invoice payment was originally due.

4.3. **Disputes.** In the event Customer disputes the amounts specified on any invoice it receives from Licensor, the Parties agree to promptly enter into good faith negotiations to resolve any discrepancy or misunderstanding associated with such amounts. Further, Licensor agrees to provide reasonable supporting documentation for any such disputed amount or a corrected invoice within ten (10) days of written request by Customer. Further, each Party shall continue to perform its obligations hereunder and shall not terminate this Agreement during such good faith negotiations. To be clear, Customer may only dispute any invoice within thirty (30) days after its receipt of such invoice. Any invoice not properly disputed by Customer within the foregoing timeframe shall be deemed undisputed and payable in full by Customer.

5. Term and Termination.

5.1. **General.** The initial term of this Agreement shall commence on the Effective Date and remain in full force and effect for one (1) year, unless earlier terminated in accordance with the terms hereof (the "Initial Term"). Thereafter, this Agreement will automatically renew for successive one-year terms (each, a "Renewal Term") until either Party provides written termination notice to the other Party at least ninety (90) days in advance of the end of the then-current Renewal Term (Renewal Term(s), together with the Initial Term, the "Term").

5.2. Termination.

5.2.1. Either Party may terminate this Agreement by giving written notice to the other Party in the event of a breach by such other Party of its material obligations under this Agreement which is not cured within thirty (30) days after such written notice is given.

5.2.2. Licensor may terminate this Agreement at any time without cause upon ninety (90) days' advance written notice to Customer.

5.2.3. Either Party may terminate this Agreement upon written notice to the other Party if such other Party suffers an insolvency event.

5.3. **Duties Upon Termination.** Upon the termination of this Agreement, Customer shall cease use of the Licensor Technology, and at Licensor's option return or destroy all copies of the foregoing in its possession or control. Once the termination is effective, Licensor shall no longer be required to provide the Licensor Technology or any Services or Deliverables to Customer or incur any additional obligations to Customer, Customer's license under Section 2.1 shall terminate and Customer shall incur no additional obligations to pay any fees; provided that Customer shall pay Licensor for all fees, additional costs and non-cancellable contractual obligations incurred by Licensor through such termination date.

6. Confidentiality.

6.1. **Confidentiality.** Except to the extent expressly authorized by this Agreement or otherwise agreed in writing, the Parties agree that each Party, upon receiving or learning of any Confidential Information of the other Party in connection with this Agreement, shall keep such Confidential Information confidential and otherwise shall not disclose

or use such Confidential Information for any purpose other than as provided in this Agreement. The Receiving Party shall advise its employees, consultants and other agents who might have access to the Disclosing Party's Confidential Information of the confidential nature thereof and agrees that its employees, consultants and other agents shall be bound by the terms of this Agreement. The Receiving Party shall not disclose any Confidential Information of the Disclosing Party to any employee, consultant or other individual who does not have a need for such information.

6.2. **Authorized Disclosure.** Notwithstanding the foregoing, the Receiving Party may disclose Confidential Information of the Disclosing Party to a Third Party to the extent such disclosure is reasonably necessary to exercise the rights granted to or retained by it under this Agreement in defending litigation, complying with Applicable Laws or submitting information to tax or other governmental authorities, provided that if a Receiving Party is required by law to make any such disclosure of the Disclosing Party's Confidential Information, to the extent it may legally do so, it will give reasonable advance notice to the Disclosing Party of such disclosure and will use its reasonable efforts to secure confidential treatment of such Confidential Information prior to its disclosure (whether through protective orders or otherwise).

6.3. **Return of Confidential Information.** Upon termination of this Agreement, the Receiving Party shall promptly return, or at the Disclosing Party's request, destroy all of the Disclosing Party's Confidential Information, including all reproductions and copies thereof in any medium, except that the Receiving Party may retain one copy for its legal files.

6.4. **Unauthorized Use.** If a Receiving Party becomes aware or has knowledge of any unauthorized use or disclosure of the Disclosing Party's Confidential Information, it shall promptly notify the Disclosing Party of such unauthorized use or disclosure.

7. Representations, Warranties and Covenants. In addition to the representations and warranties stated elsewhere in this Agreement:

7.1. **Authority; Consents.** Each Party represents and warrants to the other Party that it has the right to enter into this Agreement and perform its obligations hereunder, in each instance without the consent of any Third Party, or where a Third Party consent or grant of Intellectual Property rights is required, such Party has obtained such consent or grant.

7.2. **Applicable Laws.** Each Party represents and warrants to the other Party that the execution and delivery of this Agreement by such Party and the performance of its obligations hereunder do not conflict with, result in any violation of or constitute a default under such Party's organizational documents or any Applicable Laws by which such Party is bound.

7.3. **Non-Infringement.** Licensor represents and warrants to Customer that, to Licensor's knowledge, after due diligence and reasonable inquiry, the Licensor Technology and Customer's exercise of its rights hereunder shall not constitute an infringement, misappropriation or other violation of any Intellectual Property right of any Third Party. To Licensor's knowledge, no Third Party is infringing, misappropriating or otherwise violating, or preparing or threatening to infringe, misappropriate or otherwise violate, any Intellectual Property rights in the Licensor Technology.

7.4. **No Pending or Threatened Litigation.** Licensor represents and warrants to Customer that there is no settled or pending or, to Licensor's knowledge, threatened litigation, claim or proceeding: (a) alleging that any use of the Licensor Technology do or would infringe, misappropriate or otherwise violate any Intellectual Property right of any Third Party; (b) challenging Licensor's ownership of, or right to use or license, the Licensor Technology or any application, platform or software used therein; or (c) alleging any Third Party infringement, misappropriation or violation of any Intellectual Property rights in the Licensor Technology.

7.5. **Code Integrity.** Licensor represents, warrants and covenants to Customer that the Licensor Technology does not and, to Licensor's knowledge, will not contain any feature, code or instructions that may be used to modify, delete, damage or disable any computer, associated equipment, computer programs, data files or other electronically stored information operated or maintained by Customer.

7.6. **Privacy and Data Protection.** Licensor represents and warrants that it complies with all applicable data protection and Privacy and Information Security Requirements and uses commercially reasonable efforts to (a) ensure the security and confidentiality of Personal Data; (b) protect against any anticipated threats or hazards to the security and integrity of Personal Data; and (c) protect against any actual or suspected accidental or unlawful destruction, loss, alteration, unauthorized disclosure, acquisition, use or access or any other unlawful forms of Processing of any Personal Data transmitted, stored or otherwise Processed in connection with this Agreement.

7.7. **User Content.** Customer acknowledges and agrees that, as between the Parties, it is solely responsible for any data or other information it provides to Licensor or otherwise uploads, shares or transmits through the Licensor Technology ("**User Content**"). License represents, warrants and covenants that all User Content is, to the best of its knowledge, accurate and in compliance with all Applicable Law, and in the event any User Content exposes Licensor to any actual or potential liability with respect to any Third Party or under any Applicable Law, Customer shall be responsible for any such liability and, as applicable, shall indemnify Licensor for any related Claims pursuant to Section 8.1.

7.8. **Third Party Software.** Customer acknowledges and agrees that certain features and functionality of the Licensor Technology may be provided via Software owned or otherwise controlled by one or more Third Parties. Licensor represents and warrants that it has the right to incorporate into the Licensor Technology or otherwise provide any such Third Party Software to Customer pursuant to its obligations under this Agreement, including with respect to the Services and any of its other obligations hereunder.

7.9. **Disclaimer.** EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, NEITHER PARTY MAKES ANY REPRESENTATIONS OR EXTENDS ANY WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT.

8. Indemnification; Equitable Relief; Limitation of Liability.

8.1. **Customer's Scope of Obligation.** Customer shall indemnify, defend and hold harmless the Indemnified Party from and against any claims, actions, losses, liabilities, damages, costs, and expenses, including reasonable attorneys' fees and expenses, of any Third Party (collectively, "**Claims**") arising out of (a) a Claim directly resulting from Customer's breach of this Agreement, (b) any gross negligence or willful misconduct of Customer, (c) any User Content provided by Customer or any of its associated representatives or End Users to be used on or through use of the Licensor Technology, or (d) the infringement or other violation of any Intellectual Property or other proprietary right of any Third Party ("**Third Party IP Claim**") arising as a result of any Modifications developed by or on behalf of Customer (other than by Licensor) or the provision of any of Customer's Intellectual Property by Customer to Licensor.

8.2. **Licensor's Scope of Obligation** Licensor shall indemnify, defend and hold harmless the Indemnified Party from and against any Claims arising out of (a) a Claim directly resulting from Licensor's material breach of this Agreement, (b) any gross negligence or willful misconduct of Licensor in performance of its obligations under this Agreement, or (c) any Third Party IP Claim by the Licensor Technology or the use thereof in accordance with this Agreement, subject to Section 8.4.

8.3. **Exclusion of Indemnification.** Notwithstanding the foregoing, an Indemnified Party shall not be indemnified to the extent that Claims arise out of (a) the breach of this Agreement by such Indemnified Party, (b) the fault of the Indemnified Party or (c) the gross negligence or willful misconduct of such Indemnified Party.

8.4. IP-related Exclusions. Notwithstanding Section 8.2, Licensor will have no liability for, and no obligation to defend or indemnify the Indemnified Party against any Claim to the extent such Claim is based on (a) use of the Licensor Technology outside the scope of this Agreement, (b) use of a superseded or altered release of the Licensor Technology; provided that Licensor has supplied Customer with the correct or most current version of the Licensor Technology for use in accordance with this Agreement, (c) the combination, operation or use of the Licensor Technology with service, software, hardware or other materials not provided by or authorized by Licensor, (d) any Modification not made or permitted hereunder or authorized in writing by Licensor, or (e) the Indemnified Party's use of the Licensor Technology after Licensor's notice to the Indemnified Party that they shall cease use of the Licensed Technology due to a claim of infringement.

8.5. Third Party IP Claims. With respect to Section 8.2, if any Third Party IP Claim is made or in Indemnified Party's reasonable opinion is likely to be made (in which case the Indemnified Party shall notify the other Party as promptly as reasonably practicable), Licensor will, in addition to its indemnification obligations hereunder, at its expense and option, either (a) procure the right for the Indemnified Party to continue using the Licensed Technology or Deliverable, or part thereof, that is the subject of the Third Party IP Claim ("Claim Subject Matter"), (b) replace the Claim Subject Matter with a non-infringing equivalent, or (c) modify the Claim Subject Matter to make it non-infringing.

8.6. Loss Mitigation. Each Party agrees that the availability of indemnification under this Section is conditional upon an Indemnified Party's mitigating its losses in relation to the indemnified matter, provided, however, that the Indemnified Party shall not be obligated to initiate any legal proceeding or expend any funds to mitigate such losses.

8.7. Manner of Exercise. If any Indemnified Party desires to be indemnified pursuant to the above Sections, it shall give notice of the Claim to the Indemnifying Party. Following receipt of notice of a Claim from Indemnified Party, Indemnifying Party may at its election assume defense of a Claim, provided that Indemnifying Party acknowledged in writing its indemnity obligation and assumes and holds the Indemnified Party harmless from and against the full amount of any Claims resulting therefrom. If Indemnifying Party assumes the defense of a Claim in respect of one or more Indemnified Parties, Indemnifying Party shall pay the attorneys' fees, costs and expenses associated with such defense and hold harmless the Indemnified Party from and against any judgment paid on account of such Claim or monetary settlement Indemnifying Party has made (with the Indemnified Party's approval, not to be unreasonably withheld) or approved. The Indemnified Party may, if necessary or desirable, join Indemnifying Party as a party in any litigation in respect of a Claim for which indemnity is requested. The Indemnified Party agrees (a) to notify Indemnifying Party immediately in the event a Claim arises; (b) not to settle any Claim without the prior written consent of Indemnifying Party and (c) to comply with Indemnifying Party's reasonable instructions and cooperate fully with Indemnifying Party in relation to a Claim. Where Indemnified Party assumes defense of a Claim, Indemnifying Party shall cooperate fully in such defense and may participate in such defense with counsel of its own choice, provided that Indemnifying Party shall be responsible for all expenses relating to such separate counsel. Notwithstanding the foregoing, failure to give a notification of a Claim pursuant to this Section, or notification of any potential Third Party IP Claim pursuant to Section 8.5, shall not affect the Indemnified Party's right to indemnification hereunder except to the extent Indemnifying Party was actually and materially prejudiced as a result of such failure.

8.8. Limitation of Liability. NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, EXCEPT FOR THIRD PARTY IP CLAIMS, IN NO EVENT SHALL LICENSOR'S AGGREGATE LIABILITY ARISING FROM OR RELATING TO THIS AGREEMENT, WHETHER ARISING FROM OR RELATING TO INDEMNIFICATION OBLIGATIONS, BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, EXCEED THE AGGREGATE FEES PAID UNDER THIS AGREEMENT DURING THE TWELVE (12) MONTHS PRECEDING THE CLAIM.

8.9. Exclusion of Losses. LICENSOR SHALL HAVE NO LIABILITY FOR CONSEQUENTIAL, INCIDENTAL, SPECIAL, PUNITIVE OR INDIRECT DAMAGES (INCLUDING LOSS OF PROFIT AND BUSINESS OPPORTUNITIES) REGARDLESS OF WHETHER LICENSOR HAS BEEN ADVISED OF, OR IS AWARE THAT, SUCH DAMAGES HAVE BEEN, OR MAY BE INCURRED.

9. Intellectual Property Rights.

9.1. Licensor Technology. As between the Parties, Licensor owns and retains all right, title and interest in and to the Licensor Technology, including source code. Except as expressly set forth in this Agreement, no other rights or licenses, express or implied, by implication, estoppel or otherwise, are granted by Licensor to Customer hereunder, and all such rights are reserved by Licensor, including the right to sell, license or otherwise deal in the object code form of the Licensor Technology and to maintain the Licensor Technology on behalf of End Users or other Third Parties.

9.2. Modifications by Customer. As between the Parties, all customizations, improvements, modifications, enhancements and derivative works of the Licensor Technology or any of Licensor's other Intellectual Property (collectively, "Modifications"), whether made by or on behalf of Customer or by or on behalf of Licensor, shall be owned exclusively by Licensor.

9.3. Intellectual Property of Other Party. Unless otherwise expressly set forth in this Agreement, neither Party shall acquire, as a result of this Agreement or activities performed hereto, any right or interest in the Intellectual Property rights of the other Party. Notwithstanding the foregoing, in the event any of Customer's Intellectual Property is necessary for Licensor to perform its obligations under this Agreement, Customer hereby grants to Licensor a non-exclusive, royalty-free, fully-paid up, worldwide, non-transferable license, to use, copy, maintain, and modify such Intellectual Property of Customer solely for purposes of providing the Services to Customer and End Users during the Term. All rights not expressly granted hereunder by a Party are expressly reserved to such Party and its licensors.

9.4. Cooperation. To facilitate obtaining and maintaining the disposition of Intellectual Property rights as provided herein, the Parties will cooperate to effectuate legal and beneficial ownership of the Intellectual Property as set forth herein, including taking any and all actions necessary to perfect Licensor's ownership rights in and to the Licensor Technology (including any Modifications) and any Intellectual Property rights therein, executing and recording documents and assisting in the filing of any Patent, Trademark and Copyright applications at Licensor's direction.

10. Marketing Rights; Trademarks. Licensor hereby grants Customer a non-exclusive, non-transferable and non- sublicensable right and license during the Term to use Licensor's Trademarks and certain marketing materials that may be provided by Licensor to Customer from time to time solely as necessary to promote the Connect Software. All marketing and promotion by Customer of the Connect Software shall comply with all Applicable Laws and all Licensor marketing and Trademark policies. All goodwill associated with the use of the Licensor's Trademarks by Customer shall inure to the sole benefit of Licensor. Customer shall not any time (a) make any false or misleading representation with regard to any Licensor Technology or Services, (b) make any representation or warranty to any Third Party that would give such Third Party any claim or right of action against Licensor, (c) engage in illegal or deceptive trade practices with respect to any Licensor Technology or Services, or (d) market the Connect Software in any manner that could expose Licensor to any civil or criminal liability. Customer hereby grants to Licensor a non-exclusive, non-transferable and non-sublicensable right and license during the Term to use Customer's Trademarks solely as necessary to provide the Connect Software or otherwise as reasonably necessary to provide the Services or otherwise meet its obligations hereunder. Except as otherwise expressly provided herein, neither Party shall use (directly or indirectly) the name, logo, Trademark or any other reference of the other Party in publicity releases, announcements, advertising, case studies or any other form of publicity, in any form or content, without first obtaining the written approval of the other Party. Each Party agrees to take no action which is intended, or would reasonably be expected, to harm the other Party or its reputation or which would reasonably be expected to lead to unwanted or unfavorable publicity to the other Party.

11. Force Majeure. Except for the obligation to pay any amounts due under this Agreement, neither Party shall be held liable or responsible for failure or delay in fulfilling or performing any of its obligations under this Agreement to the extent that such failure or delay is due to any condition beyond the reasonable control of the affected Party, including acts of God, acts of war or terrorism, fire, flood, earthquake, embargoes, shortages, epidemics, quarantines, civil commotion, strikes, or acts, omissions, or delays in acting, by any Governmental Body (which acts, omissions or delays do not arise from such Party's breach of this Agreement) and labor disputes (each a "Force Majeure Event"). Such excuse shall continue as long as the Force Majeure Event continues. Upon cessation of such Force Majeure Event, such Party shall resume performance hereunder as soon as commercially

practicable. Each Party agrees to give the other Party notice within three (3) business days following its first knowledge of any Force Majeure Event, as to the nature thereof and the extent to which the affected Party expects to be unable to fully perform its obligations hereunder. The Party experiencing any such event further agrees to use commercially reasonable efforts to correct the Force Majeure Event as soon as commercially practicable and to give the other Party periodic updates including notice when it expects to be fully able to perform such obligations.

12. Miscellaneous.

12.1. Notices. A Party may change the address to which notices shall be sent by giving notice to the other Party in the manner herein provided. Any notice required or provided for by the terms of this Agreement shall be in writing and shall be sent (a) by registered or certified mail, return receipt requested, postage prepaid, (b) via a reputable overnight courier service, (c) by facsimile transmission, or (d) by electronic mail, in each case properly addressed to the relevant address set out in this Agreement. The effective date of any notice shall be the actual date and time of receipt by the Party receiving the same:

12.2. Entire Agreement; Counterparts. This Agreement, including the Privacy Policy and Terms of Use and all other terms and conditions expressly incorporated by reference herein, contains all of the understandings and agreements of the Parties hereto in respect of the subject matter hereof as of the Effective Date, and any and all prior understandings and agreements, expressed or implied, between the Parties hereto in respect of the subject matter hereof are superseded hereby. In the event of any inconsistency between this Agreement, the Privacy Policy and the Terms of Use, this Agreement shall control; provided, however, that the Privacy Policy or Terms of Use shall control, as applicable, solely with respect to the subject matter set forth therein. Subject to each Party's marketing rights hereunder, both Parties agree not to disclose the terms of this Agreement to any third Person without the prior written consent of the other. This Agreement may be executed by the Parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute but one and the same instrument.

12.3. Compliance by Subsidiaries and Affiliates. Each of Licensor and Customer shall cause its subsidiaries and Affiliates to comply with the provisions of this Agreement to the extent such compliance is required in order to carry out any obligations of such party hereunder or otherwise to fulfill the intent of the Parties under this Agreement.

12.4. Independent Contractors. The Parties are independent contractors with respect to each other. Nothing in this Agreement shall be deemed to create a relationship of employer-employee, principal-agent, association, partnership, joint venture or agency between Licensor and Customer. Neither party has any authority to bind the other to any contract or agreement without the other's written permission.

12.5. Severability. In the event any one or more of the terms or provisions contained in this Agreement or any application thereof finally shall be declared by a court of competent jurisdiction to be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions of this Agreement or any application thereof shall not in any way be affected or impaired, except that, in such an event, the Parties agree to negotiate in good faith to revise this Agreement in order to give effect to the benefit of the bargain with respect to this Agreement.

12.6. Assignment; Successors. No Party shall have the right or power to assign any of its rights, or delegate the performance of any of its duties, under this Agreement without the written authorization of the other Party hereto; provided, however, that either Party may assign this Agreement without the other Party's consent to any Affiliate, or to any successor or assign (whether direct or indirect, by purchase, merger, consolidation or otherwise) to all or substantially all of the business or assets of such Party. This Agreement shall be binding upon and inure to the benefit of the successors and permitted assigns of each Party. Any assignment or attempted assignment of this Agreement in violation of this Section 12.6 is null and void.

12.7. Governing Law. This Agreement shall be governed by the laws of the State of California without giving effect to any conflict of laws principles that may provide the application of the law of another jurisdiction. You agree to submit to the personal jurisdiction of the state courts and federal courts located within Los Angeles, California for the purpose of litigating all such claims or disputes. Notwithstanding the foregoing, we may seek injunctive or other equitable relief to protect our intellectual property rights in any court of competent jurisdiction.

12.8. Modifications and Amendments. This Agreement (including any schedule or exhibit to this Agreement) may not be modified or amended except by an instrument in writing signed by the Parties hereto. Accordingly, no course of conduct shall constitute an amendment or modification of this Agreement (including any schedule or exhibit to this Agreement).

12.9. Interpretation. For purposes of this Agreement, (a) the words "include," "includes" and "including" shall be deemed to be followed by the words "without limitation"; (b) the word "or" is not exclusive; and (c) the words "herein," "hereof," "hereby," "hereto" and "hereunder" refer to this Agreement as a whole. Unless the context otherwise requires, references herein: (x) to Sections mean the Sections of this Agreement; (y) to an agreement, instrument or other document means such agreement, instrument or other document as amended, supplemented and modified from time-to-time to the extent permitted by the provisions thereof and (z) to a statute means such statute as amended from time-to-time and includes any successor legislation thereto and any regulations promulgated thereunder. This Agreement shall be construed without regard to any presumption or rule requiring construction or interpretation against the party drafting an instrument or causing any instrument to be drafted.

12.10. Breach and Waiver. No waiver of any breach of this Agreement shall (a) be effective unless it is in a writing which is executed by the Party charged with the waiver, or (b) constitute a waiver of a subsequent breach, whether or not of the same nature. All waivers shall be strictly construed. No delay in enforcing any right or remedy as a result of a breach of this Agreement shall constitute a waiver thereof.

12.11. Survival of Terms. Notwithstanding anything contained herein to the contrary, (a) all of the obligations, indemnities, representations and warranties of Licensor and Customer under this Agreement which are not, by the express terms of this Agreement, fully to be performed or resolved while this Agreement is in effect shall survive the termination of this Agreement for any reason, including [Sections 5.3 (Duties Upon Termination), 6 (Confidentiality), 7 (Representations, Warranties and Covenants), 8 (Indemnification; Equitable Relief; Limitation of Liability), 9 (Intellectual Property Rights), 10 (Publicity), 12 (Miscellaneous)].

12.12. Cumulative Remedies. No right or remedy conferred by this Agreement is exclusive of any other right or remedy conferred herein or by law or in equity; rather, all of such rights and remedies are cumulative of every other such right or remedy and may be exercised concurrently or separately from time-to-time.

EXHIBIT A

LICENSOR TECHNOLOGY

Leveraging the current QuickFee payment functionality , the QuickFee Connect platform integrates practice management systems to streamline the billing process, creating a unified solution for invoice delivery, and payment reconciliation.

EXHIBIT B

SERVICES

1. Creation of personalized invoice links whereby clients can easily pay their invoices with all the relevant information is prepopulated in the payment portal.
2. Simplifying Payment Reconciliation by automating the receipting and importing of client payments.
3. Providing a Merchant portal allowing merchants to view and manage their invoices, payments and emails.
4. Providing payment reports that can be used to import and reconcile against source documents.