

MASTER SUBSCRIPTION AGREEMENT

THIS MASTER SUBSCRIPTION AGREEMENT (this “**Agreement**”) governs the acquisition and use of Subscription Services by Customer. By executing an Order Form that references this Agreement you, as or on behalf of Customer, agree to this Agreement. Capitalized terms shall be defined as set for in this Agreement.

Customer also agrees to the privacy policies incorporated herein by reference available at the following url: <https://centerbase.com/privacy/>.

Centerbase and Customer are each a “**Party**” hereto, and collectively, they are the “**Parties**” hereto.

If you or the entity on whose behalf you are acting are a competitor of or intend to offer any services competitive to those offered by Centerbase or its Affiliates, you may not access or use, in any manner, the Subscription Services, except with Centerbase’s prior written consent (which may be withheld in its sole discretion).

1. DEFINITIONS: Capitalized terms used but not otherwise defined in this Agreement have the following meanings:

1.1. “Affiliate” means any corporation or other entity that directly or indirectly controls, is controlled by, or is under the common control with a Party, where “**control**” means the power, directly or indirectly, to direct, or to cause the direction of, the management and policies of an entity, whether through ownership of voting securities or equity interests, through common directors, trustees or officers, by contract or otherwise.

1.2. “Centerbase” means Centerbase, LLC, a Delaware limited liability company.

1.3. “Centerbase Indemnified Parties” has the meaning as set forth in Section 9.2

1.4. “Centerbase Technology” means: (i) technology, methodologies and intellectual property (including, without limitation, products, software tools, hardware designs, algorithms, software (in source and object code forms), architecture, objects and documentation (both printed and electronic)) existing as of the Effective Date or otherwise arising outside of this Agreement that is owned or controlled by Centerbase; (ii) all derivatives, improvements, enhancements or extensions of any of the foregoing, whether or not conceived, reduced to practice or developed during the Term; and (iii) all Intellectual Property Rights relating to any of the foregoing.

1.5. “Claim” has the meaning as specified in Section 9.1.

1.6. “Confidential Information” has the meaning as specified in Section 8.1.

1.7. “Customer” means in the case of an individual accepting this Agreement on his or her own behalf, such individual, or in the case of an individual accepting this Agreement on behalf

of a company or other legal entity, the company or other legal entity for which such individual is accepting this Agreement.

1.8. “Customer Data” means all data or information submitted, uploaded, imported, processed through, collected from, made available by, produced by or resulting from Customer’s and its Users’ use of the Subscription Services.

1.9. “Deliverables” means any copyrightable works, products, discoveries, developments, designs, work-product, deliverables, improvements, inventions, processes, techniques and know-how made, conceived, reduced to practice or learned by Centerbase that result from Professional Services and are provided to Customer hereunder pursuant to the applicable Order Form or Statement of Work.

1.10. “Disclosing Party” has the meaning as specified in Section 8.1.

1.11. “Effective Date” means the date of the first Order Form that Customer executes with Centerbase.

1.12. “End User Data” has the meaning as specified in Section 3.2.

1.13. “Force Majeure Event” has the meaning as specified in Section 10.12.

1.14. “Initial Term” has the meaning as specified in Section 4.1.

1.15. “Intellectual Property Rights” means any and all intellectual property rights throughout the world, including, without limitation, any and all patents, copyrights, trademarks, applications for any of the foregoing, trade secret rights, moral rights, unregistered design rights, rights to know-how, inventions, and algorithms, and any and all similar or equivalent rights throughout the world.

1.16. “Malicious Code” means any undocumented malicious data, code, program, or other internal component (e.g., computer worm, computer time bomb or similar component), which could damage, destroy, alter or disrupt any computer program, firmware or hardware, or which could, in any manner, reveal, damage, destroy, alter or disrupt any data or other information accessed through or processed by a Subscription Service or Centerbase’s computer systems in any manner.

1.17. “Order Form” means any sales order or order form that may be entered into from time to time between Customer and Centerbase, and all amendments, modifications and supplements thereto, all of which are incorporated herein by this reference.

1.18. “Payment Services” means the payment processing services as set forth on Addendum A, if applicable, and ordered by Customer pursuant to an Order Form.

1.19. “Professional Services” has the meaning specified in Section 2.4.

1.20. “Receiving Party” has the meaning as specified in Section 8.1.

1.21. “Renewal Term” has the meaning as specified in Section 4.1.

1.22. “Representatives” has the meaning as specified in Section 8.1.

1.23. “Security Incident” has the meaning as specified in Section 3.3.

1.24. “Statements of Work” (or **“Statement of Work,”** as applicable) has the meaning specified in Section 2.4.

1.25. “Subscription Services” (or **“Subscription Service,”** as applicable) means the Centerbase products and services that are ordered by Customer under an Order Form or online purchasing portal, made available online by Centerbase, to Customer and its Users as a software as a service (SaaS) offering via log-in credentials on a website designated by Centerbase.

1.26. “Term” has the meaning specified in Section 4.1.

1.27. “Third Party Content and Services” has the meaning as specified in Section 3.2.

1.28. “Third Party Materials” has the meaning as specified in Section 3.5.

1.29. “Users” means individuals who are authorized by Customer to use the Subscription Services, and who have been supplied with user identifications and passwords by Customer (or by Centerbase at Customer’s request). “Users” may include Customer’s clients, employees and any on-site contract employees who perform services solely under the direction of Customer and solely for or on behalf of Customer from its offices or facilities. Under no circumstances does “Users” include any consultants, off-site contractors or other personnel of Customer or any third parties.

2. SUBSCRIPTION SERVICES:

2.1. Provision of Subscription Services. Subject to the terms and conditions of this Agreement and the applicable Order Form, Centerbase will use commercially reasonable efforts to make the Subscription Services described in the relevant Order Form available to Customer during the applicable Term. If Customer orders the Centerbase Forms services or any other services that requires Customer to utilize electronic signature services, Customer agrees to be bound by the terms and conditions of such electronic signature service provider.

2.2. Order Forms. From time to time during the Term, Customer and Centerbase may enter into one or more Order Forms providing for the Subscription Services to be provided by Centerbase to Customer under this Agreement. No Order Form will amend, supersede, or negate any provision of this Agreement unless such Order Form expressly states that it is amending such provision of this Agreement and is mutually executed by authorized representatives of the Parties.

2.3. New Orders. Each order for Subscription Services under an Order Form is considered a new subscription and will be priced at the price specified on the Order Form and governed by the of this Agreement. Such new subscription will be prorated accordingly and run concurrently with the Term of this Agreement, unless otherwise stated in the Order Form.

2.4. Professional Services. If the provision of professional services (such as implementation, training, consulting, billing templates, customized reports, etc.) by or on behalf of Centerbase for Customer (“**Professional Services**”) are included in any Order Form, in addition to the provisions of any mutually agreed upon statement of work governing the applicable Professional Services (each, a “**Statement of Work**”), the following provisions apply. As between the Parties, Centerbase retains all ownership rights to any and all Deliverables, excluding any pre-existing materials and Confidential Information supplied by Customer for incorporation into any Deliverable. Centerbase hereby grants to Customer a royalty-free, non-exclusive, non-transferable, non-assignable license to use any Deliverable solely to the extent necessary to permit Customer to use the Deliverable in connection with the Subscription Services during the Term. Customer acknowledges that nothing in this Agreement will restrict or limit Centerbase from performing similar services for any third party.

2.5. Performance of Professional Services; Subcontractors. Centerbase shall perform the Professional Services under the general direction of Customer, but Centerbase will determine, in consultation with Customer, the manner and means by which the Professional Services are accomplished. Centerbase may engage the services of subcontractors (including, but not limited to, Affiliates of Centerbase) to perform any of the Professional Services. In each such instance, Centerbase will ensure that its subcontractors are bound to confidentiality obligations at least as restrictive as Centerbase’s confidentiality obligations under this Agreement.

3. USE OF THE SERVICES:

3.1. Grant of Use Rights. Subject to the terms and conditions of this Agreement and the applicable Order Form(s), during the Term Centerbase hereby grants to Customer, for its internal business purposes (including law practice management services) and for no other purpose, a non-exclusive, non-transferable right to access and use the Subscription Service specified in the Order Form(s) for the number of Users.

3.2. Customer Data and End-User Data. Customer hereby grants to Centerbase, its Affiliates and applicable contractors a non-exclusive, non-transferable, worldwide right to use Customer Data strictly for the limited purpose of providing the Subscription Services to Customer. Centerbase shall not (i) disclose Customer Data except as compelled by applicable law in accordance with Section 8.3 (Disclosure) or as expressly permitted in writing by Customer or (ii) access Customer Data except to provide the Subscription Services to Customer and to prevent or address service or technical problems, or if requested by Customer in connection with customer support matters. In the event of any loss or damage to Customer Data caused by Centerbase, as an accommodation to Customer, Centerbase will use commercially reasonable efforts to attempt to restore the lost or damaged Customer Data, but Centerbase has no liability or obligation to Customer therefor. If Customer uses a Third Party Content and Services provider with any

Subscription Services, Customer hereby grants Centerbase permission to access the Third Party Materials. **“Third Party Content and Services”** means any service that is not provided by Centerbase’s Subscription Services that Customer utilizes to manage its business and such service integrates with the Subscription Services provided by Centerbase. Customer hereby grants to Centerbase a non-exclusive, non-transferable license to use, reproduce, prepare derivative works from, distribute, sell and otherwise commercially exploit End-User Data, provided that any use of such End-User Data shall be on an aggregated and non-personally identifiable basis. **“End-User Data”** means any and all data regarding the website’s end-users and such users’ website activities, habits, preferences, and the like.

3.3. Data Security. Centerbase shall maintain administrative, physical and technical safeguards designed to protect the security, confidentiality and integrity of Customer Data. To the extent permitted by applicable law, Centerbase shall promptly notify Customer of any actual unauthorized acquisition of Customer Data in Centerbase’s control (a **“Security Incident”**). In the event the Security Incident was directly caused by Centerbase’s failure to meet or exceed industry standard technical safeguards, Centerbase shall use commercially reasonable efforts to identify and remediate the cause of such Security Incident.

3.4. Use of De-Identified Data. Notwithstanding anything to the contrary contained in this Agreement, Centerbase has the right, during and after a Term, to use, reproduce and distribute aggregate and de-identified data derived from use of the Subscription Services, for any lawful purpose, including, but not limited to, publication of white papers, industry comparisons, product development and improvement, and benchmarking, provided that Centerbase complies with all applicable laws in using such data. Such de-identified data is the sole and exclusive property of Centerbase.

3.5. Customer Responsibilities. Customer is responsible for the following: (i) Customer’s required participation in the implementation of the Subscription Service; (ii) using the most current licensed version of the Chrome Internet browser in connection with accessing and using the Subscription Service; (iii) protecting the names and passwords of the Users of the Subscription Service; (iv) preventing, and promptly notifying Centerbase of, any unauthorized access to or use of the Subscription Service; (v) the reliability, integrity, accuracy, quality and lawfulness of, and the results obtained from, all Customer Data submitted by Users; (vi) each User’s compliance with the terms and conditions of this Agreement and each User’s acts and omissions; (vii) using the Subscription Service within the permitted scope and limitations and only in accordance with this Agreement and the Order Form(s), and any guidelines communicated by Centerbase to Customer; (viii) maintaining archival and backup copies of all Customer Data (and any prior versions thereof) outside of the instance being used by Centerbase to provide the Subscription Service; (ix) obtaining, at Customer’s sole expense, valid licenses to any and all third party information, data and/or materials (collectively, **“Third Party Materials”**) that Customer, directly or indirectly, provides or makes available to Centerbase or otherwise utilizes within the Subscription Service; and (x) using the Subscription Service in accordance with applicable laws.

3.6. Restrictions. Customer shall not release to any third party the results of any evaluation of the Subscription Services performed by or on behalf of Customer for the purposes of monitoring its availability, performance or functionality, or for any other benchmarking or competitive purposes without the prior written approval of Centerbase. Customer shall not (and shall not permit others to): (i) license, sub-license, sell, re-sell, rent, lease, transfer, distribute or time share the Subscription Service, or make it available for access by third parties, including, without limitation, in the manner of a service bureau or hosted application; (ii) create derivative works based on or otherwise modify the Subscription Service; (iii) disassemble, reverse engineer or decompile the Subscription Service or the Centerbase Technology; (iv) access the Subscription Service or information related to the Subscription Service in order to develop a competing product or service; (v) use the Subscription Service to provide a service for others; (vi) use, include, store or send Malicious Code from the Subscription Service; (vii) interfere with the integrity of the Subscription Service or its data; (viii) remove or modify a copyright or other proprietary rights notice on or in the Subscription Service; (ix) use the Subscription Service to reproduce, distribute, display, transmit or use material protected by copyright or other Intellectual Property Right (including the rights of publicity or privacy) without first obtaining the permission of the owner; (x) use a computer or computer network to cause physical injury to the property of another; (xi) violate any law or regulation of the United States, any state thereof or other governmental authority; (xii) disable, hack or otherwise interfere with any security, digital signing, digital rights management, verification or authentication mechanisms implemented in or by the Subscription Service; (xiii) disrupt the integrity of the Subscription Service; or (xiv) alter, disable, or erase any computer data, computer programs or computer software without authorization.

3.7. Third Party Vendors. To the extent that Customer elects to utilize the services of third-party vendors to provide additional service functionality that may integrate with the Subscription Services, Customer acknowledges that it does so at its own risk and that Centerbase has no liability therefor. Customer further acknowledges that Centerbase makes no, and specifically disclaims any and all, representations, warranties and agreements with respect to such third-party vendor services.

3.8. Data Backup. Centerbase has no obligation to backup or archive any Customer Data. Customer shall at all times, be solely responsible for ensuring that it has a copy of any Customer Data (or portions thereof) that it may need for its ongoing operations outside of the Subscription Services.

4. TERM AND TERMINATION:

4.1. Term; Order Form Renewals. Unless otherwise specified in an applicable Order Form, the initial term of this Agreement commences on the Effective Date and ends on the third anniversary of the Effective Date, (the “**Initial Term**”), and will automatically renew for successive twelve month periods (each, a “**Renewal Term**”) (the Initial Term, together with all Renewal Terms (if any), collectively, the “**Term**”), unless (i) either Party provides notice of non-renewal no less than 90 days’ prior to the end of the Initial Term or the then-current Renewal Term, as

applicable or (ii) the Agreement is earlier terminated as provided in this Section 4. This Agreement establishes and governs term of the subscription for Customer's use of any Subscription Service, including but not limited to the annual renewal date for any and all applicable Subscription Services on all Order Forms executed from the Effective Date forward. All Subscription Services are subject to review and potential fee increases with respect to Customer's use of any Subscription Services.

4.2. Termination of Master Subscription Agreement. If there are no Order Forms or Statements of Work then in effect, then either Party may terminate this Agreement with ten days' prior written notice to the other Party. Termination of this Agreement with ten days' prior written notice applies when Customer has no active Order Forms covering Subscription Services.

4.3. Termination for Material Breach. In the event that: (i) either Party commits any material breach of this Agreement; and (ii) such material breach is not cured within 60 days (or within five days with respect to a failure to make any payment required hereunder) after the non-breaching Party gives to the breaching Party written notice of such material breach, then the non-breaching Party will be entitled to terminate this Agreement immediately upon written notice thereof to the breaching Party.

4.4. Immediate Termination. Notwithstanding anything to the contrary in this Agreement, Centerbase shall have the right to immediately terminate this Agreement in the event Customer breaches either Section 3.6 or 8.23, or as set forth in the Payment Services Terms (attached here to as Addendum A and incorporated herein by reference), if applicable.

4.5. Bankruptcy. In the event that either Party: (i) voluntarily or involuntarily becomes the subject of a petition in bankruptcy or of any proceeding relating to insolvency, receivership, liquidation, or composition for the benefit of creditors that is not dismissed or discharged within 60 days after being commenced; (ii) admits in writing its inability to pay its debts generally as they become due (or takes any corporate action tantamount to such admission); (iii) makes an assignment for the benefit of its creditors; or (iv) ceases to do business as a going concern; then in any such instance, the other Party will be entitled to terminate this Agreement immediately upon written notice thereof to the first Party.

4.6. Rights and Remedies upon Termination. In the event of any termination pursuant to either Section 4.3 (Termination for Material Breach), Section 4.4 (Immediate Termination) or Section 4.5 (Bankruptcy), then the terminating Party will be entitled to all other rights and remedies which such Party may have under this Agreement and under applicable law. Upon termination of this Agreement, Customer shall immediately destroy all of Centerbase's Confidential Information Centerbase Technology.

4.7. Survival. The rights and obligations contained in Section 3 (Use of Services), Sections 5 (Fees and Payment Terms), 6 (Ownership), 7.4 (Disclaimer of Warranties), 7.5 (Limitation of Liability), 8 (Confidential Information), 9 (Indemnification), and 10 (General Provisions), and all others that by their sense and context are intended to survive the execution,

delivery, performance, termination or expiration of this Agreement survive and continue in effect.

5. FEES AND PAYMENT TERMS:

5.1. Fees. Subject to the terms and conditions of this Agreement and the applicable Order Form(s) or Statement(s) of Work, Customer shall pay all fees specified in the applicable Order Forms and Statements of Work. All fees and other payment obligations hereunder are non-cancellable and all amounts paid are nonrefundable. Subscription fees are based on the Subscription Services and the number of Users specified in the applicable Order Form(s) and not actual usage of the Subscription Service. With respect to each Order Form, the subscriptions for the number of Users cannot be decreased during the Initial Term or then-current Renewal Term. Centerbase has the right to audit the number of Users utilized by Customer in an Order Form and, if such actual number exceeds the limitation on the number of Users specified in such Order Form, to invoice Customer for the actual number of Users identified in the Centerbase system.

5.2. Invoicing and Payment. Unless otherwise provided in the relevant Order Form or Statement of Work, each invoice will be sent to Customer and will be payable net 25 days after the date of the invoice. Customer shall remit payment for such fees in the manner set forth on the invoice.

5.2.1. One-Time Fees. Unless otherwise provided in the applicable Order Form, Centerbase will invoice Customer upon the execution of each Order Form for the one-time fees specified therein, including, but not limited to, an implementation fee, training fee, and an initial configuration fee.

5.2.2. Recurring Fees. Unless otherwise provided in the applicable Order Form, Centerbase will invoice Customer in advance for the relevant recurring fees, including but not limited to subscription fees, transactional fees and testing fees provided in the Order Form during the Term for the Subscription Services to be provided.

5.2.3. Professional Fees. Unless otherwise provided in the applicable Order Form or Statement of Work, Centerbase will invoice Customer for any Professional Services as provided in the applicable Order Form or Statement of Work, and Customer agrees to pay Centerbase in the manner and on the frequency provided therein.

5.2.4. Usage-Based Transaction Fee. Transaction Fees will be noted in the Order Form(s), and Customer agrees to pay Centerbase in the manner and on the frequency provided therein.

5.2.5. Travel and Other Fees. Customer agrees to pay all travel, training and other fees as set forth on the Order Form.

5.2.6. Payment Services. Customer agrees to pay all Payment Services fees as set forth on the Order Form.

5.3. Amounts Payable; Taxes. Unless otherwise set forth on the invoice, all amounts payable under this Agreement and any Order Form or Statement of Work are (i) exclusive of any sales, use, excise, value added, goods and services, and gross receipts taxes, and any and all similar taxes or legally imposed fees, duties or contributions. If applicable, Centerbase shall invoice Customer and Customer agrees to pay any and all of such taxes or legally imposed fees, duties or contributions.

5.4. Late Payments/No Offset. Any invoice remaining unpaid with any and all outstanding balance after the due date will be charged a rate equal to the lesser of 1.5% or highest rate permitted by law on entire outstanding balance. Company also reserves the right to charge Customer a collection administration expense fee of \$25 per invoice per month. Customer shall not offset any amounts owed under an Order Form or Statement of Work against any other Order Form or Statement of Work.

5.5. Adjustment to Fees. Centerbase reserves the right to increase its fees under an Order Form by providing Customer with written notice of such price increase delivered not less than 90 days prior to the expiration of the Initial Term or then-current Renewal Term, as applicable.

5.6. Special Exclusion: Adjustment to Fees Outside of Centerbase Control. From time to time, regulatory, tax, industry-mandated, vendor specific or other charges or fees impacting products and services provided by Centerbase may change, requiring Centerbase to include new charges or fees in monthly invoices to our Customers in order to continue providing services. These charges and fees may take place at any time and Centerbase reserves the right to pass these fees along to Customer as they occur. Centerbase will make commercially reasonable efforts to communicate fee changes in advance in a timely manner.

5.7. Suspension of Services. Notwithstanding any other provision contained in this Agreement, if Customer fails to pay any amount when due, then, in addition to any other rights and remedies available to Centerbase hereunder or at law or in equity, Centerbase may suspend Customer's and its Users' access to the Subscription Services and provision of Professional Services under any and all Order Forms and Statements of Work then in effect until all outstanding past due amounts are received by Centerbase. Customer will continue to be charged for monthly subscription, transaction, subscriber and any associated late fees during any period of suspension. Company also reserves the right to impose a service reconnection fee in the amount of \$250 in the event that any Subscription Service is suspended and thereafter reactivated.

5.8. Means of Payment. Customer will provide Centerbase with valid and updated credit card or Automated Clearing House (ACH) information as a means of payment for all amounts due under this Agreement. If Customer provides credit card information to Centerbase, Customer authorizes Centerbase to charge such credit card for all fees for Subscription Services listed in the Order Form(s) unless otherwise canceled with appropriate written notice.

5.9. Invoice Dispute. Customer has 60 days from the date an invoice is received by Customer to dispute that invoice. All disputes must be in good faith. Any invoice that is not disputed by the 60-day period is deemed final.

6. OWNERSHIP:

6.1. Ownership of Subscription Services; Customer Feedback. As between the Parties, Centerbase owns all right, title, and interest and any and all Intellectual Property Rights in and to the Subscription Services and Centerbase Technology. Except as expressly provided in this Agreement, Centerbase does not grant (and expressly reserves) any rights, expressed or implied, or ownership in or to the Subscription Services or any Centerbase Technology. Customer grants to Centerbase and its Affiliates a perpetual, irrevocable, royalty-free, worldwide, non-exclusive, transferable, sublicensable right to make, use, sell, offer for sale, import, or otherwise incorporate into the Subscription Services and/or the Centerbase Technology any suggestions, enhancements, recommendations or other feedback provided by Customer and its Users relating to the Subscription Services and/or the Centerbase Technology.

6.2. Ownership of Customer Data. Subject to the limited rights granted by Customer to Centerbase hereunder, as between the Parties, Customer owns all right, title, and interest and any and all Intellectual Property Rights in and to Customer Data.

7. WARRANTIES AND DISCLAIMER OF WARRANTIES; LIMITATION OF LIABILITIES:

7.1. By Customer. Customer hereby represents and warrants to Centerbase as follows:

7.1.1. Organization and Validity. Customer is duly organized, validly existing, and in good standing under the laws of the jurisdiction of its organization, and this Agreement has been duly authorized by all necessary corporate (or other entity) action. This Agreement is the legal, valid, and binding obligation of Customer, enforceable against Customer in accordance with its terms.

7.1.2. Compliance with Laws. Customer and Customer's Users will comply with all laws, rules, regulations, ordinances, and codes that are applicable to accessing and using the Subscription Services.

7.1.3. Authorized Agent. Customer is the duly authorized agent of the legal entity specified in each Order Form and has the authority pursuant to the grant of agency by the legal entity to do the following: (1) execute this Agreement, the Order Forms and the Statements of Work, (2) agree to, and to observe and perform, the terms and conditions of this Agreement, the Order Forms and the Statements of Work, and (3) pay any and all fees and other charges under this Agreement, the Order Forms and the Statements of Work.

7.2. By Centerbase. Centerbase hereby represents and warrants to Customer as follows:

7.2.1. Organization and Validity. The Centerbase entities identified in Section 10.14 are duly organized, validly existing, and in good standing under the laws of the states as indicated in Section 10.14, and this Agreement has been duly authorized by all necessary corporate action. This Agreement is the legal, valid, and binding obligation of Centerbase, enforceable against Centerbase in accordance with its terms.

7.2.2. Compliance with Laws. Centerbase will comply with all laws, rules, regulations, ordinances, and codes that are applicable to providing the Subscription Services.

7.3. Limited Subscription Services Warranty. Centerbase warrants that, during the Term, the Subscription Services (exclusive of any applications or program code created by or on behalf of Customer) will perform in material accordance with the applicable documentation and specifications provided by Centerbase to Customer. If Centerbase breaches this warranty, then Customer's sole and exclusive remedy, and Centerbase's entire liability, is for Centerbase to correct or work around the non-conformity within a reasonable period of time (not less than 60 days) after its receipt of written notice from Customer containing a detailed description of the alleged breach. If Centerbase is unable to correct or work around the non-conformity as warranted, then Customer may terminate the affected Subscription Services and Centerbase will refund any prepaid subscription fees for such Subscription Services for the period covering the remainder of the Term after the effective date of termination. This Section sets forth Customer's exclusive rights and remedies (and the sole liability of Centerbase) in connection with any defect or other failure of the Subscription Services to perform in accordance with the documentation and specifications.

7.4. DISCLAIMER OF WARRANTIES. EXCEPT FOR THE WARRANTIES EXPRESSLY STATED IN THIS AGREEMENT, CENTERBASE MAKES NO REPRESENTATIONS, WARRANTIES OR AGREEMENTS WITH RESPECT TO THE SUBSCRIPTION SERVICES, PROFESSIONAL SERVICES, OR OTHERWISE IN CONNECTION WITH THIS AGREEMENT, AND CENTERBASE SPECIFICALLY DISCLAIMS AND EXCLUDES, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, ANY AND ALL WARRANTIES OF ANY KIND, INCLUDING, WITHOUT LIMITATION, WARRANTIES ARISING UNDER STATUTE, WARRANTIES OF MERCHANTABILITY, ACCURACY, TITLE, NON-INFRINGEMENT AND FITNESS FOR A PARTICULAR PURPOSE, OR ANY WARRANTIES ARISING FROM USAGE OR TRADE, COURSE OF DEALING OR COURSE OF PERFORMANCE. CENTERBASE SPECIFICALLY DOES NOT WARRANT THAT THE SUBSCRIPTION SERVICES WILL MEET THE REQUIREMENTS OF CUSTOMER OR THAT THEY WILL BE ACCURATE OR OPERATE WITHOUT INTERRUPTION OR ERROR. CENTERBASE MAKES NO REPRESENTATIONS OR WARRANTIES REGARDING, WITHOUT LIMITATION, THE SECURITY, INTEGRITY, EFFICIENCY OR CAPABILITIES OF THE SUBSCRIPTION SERVICES AND CUSTOMER ACKNOWLEDGES THAT CUSTOMER IS SOLELY RESPONSIBLE FOR ALL DECISIONS IT MAKES WITH REGARDS TO OPERATION OF ITS BUSINESS AND OPERATIONS. CUSTOMER ACKNOWLEDGES THAT IN ENTERING INTO THIS AGREEMENT IT HAS NOT RELIED ON ANY PROMISE, REPRESENTATION OR WARRANTY NOT EXPRESSLY SET FORTH HEREIN.

7.5. LIMITATION OF LIABILITY. THE CUMULATIVE, AGGREGATE LIABILITY OF CENTERBASE TO CUSTOMER FOR ALL CLAIMS ARISING OUT OF OR RELATED TO THIS AGREEMENT AND ALL ORDER FORMS AND STATEMENTS OF WORK HEREUNDER WILL NOT EXCEED THE AMOUNTS PAID OR PAYABLE BY CUSTOMER TO CENTERBASE HEREUNDER FOR THE TWELVE-MONTH PERIOD IMMEDIATELY PRIOR TO THE EVENT GIVING RISE TO THE CLAIM. NOTWITHSTANDING THE FOREGOING, IN NO EVENT WILL CENTERBASE BE LIABLE TO CUSTOMER FOR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL, INDIRECT OR PUNITIVE DAMAGES ARISING IN ANY WAY OUT OF OR RELATED TO THIS AGREEMENT OR ANY ORDER FORMS HEREUNDER, INCLUDING, WITHOUT LIMITATION, ANY DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOST REVENUE, LOSS OF USE, LOSS OF DATA, COSTS OF RECREATING LOST DATA, THE COST OF ANY SUBSTITUTE EQUIPMENT, PROGRAM, OR DATA, OR CLAIMS BY ANY THIRD PARTY. THE EXISTENCE OF MORE THAN ONE CLAIM WILL NOT ENLARGE OR EXTEND THESE LIMITS.

8. CONFIDENTIAL INFORMATION:

8.1. Definition; Exclusions. As used in this Agreement, the term “**Confidential Information**” means all confidential or proprietary information belonging to either Party hereto (the “**Disclosing Party**”) and disclosed or made available to the other Party (the “**Receiving Party**”), whether orally, in writing, by computer memory or other media, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure. “Confidential Information” includes: (a) with respect to Customer, Customer Data; (b) with respect to Centerbase, the Subscription Services, all pricing and pricing proposals presented to Customer by Centerbase, the Centerbase Technology, information disclosed to Customer if Customer is a member of a Centerbase advisory board, and the terms and conditions of this Agreement and the Order Forms and Statements of Work; (c) with respect to each Party, its business and marketing plans, technology and technical information, product plans and designs, and business processes disclosed by such Party; and (d) all reports, analyses, compilations, studies, or other documents prepared by a Party or its Representatives which contain or otherwise reflect any Confidential Information of the other Party. “Confidential Information” does not include information that the Receiving Party can document: (i) is or becomes (through no improper action or inaction by the Receiving Party or any Affiliate, agent, consultant or employee) generally available to the public; (ii) was in its possession or properly known by it, without restriction, prior to receipt from the Disclosing Party; (iii) was rightfully disclosed to it by a third party without restriction; or (iv) is independently developed by the Receiving Party subsequent to such disclosure, by employees without access to, or use of, the Disclosing Party’s Confidential Information. The term “**Representatives**” of a Party means any and all officers, directors, employees, consultants, contractors, agents, attorneys, accountants, financial advisors, and other representatives of such Party.

8.2. Restrictions on Use. The Receiving Party agrees not to use any Confidential Information of the Disclosing Party for any purpose whatsoever except to the extent necessary in order to perform its obligations or exercise its rights under this Agreement.

8.3. Disclosure. The Receiving Party shall: (i) hold the Disclosing Party's Confidential Information in strict confidence and treat such Confidential Information with at least the degree of care that it treats its own similar information but no less than a reasonable degree of care; and (ii) not disclose such Confidential Information to any other person or entity or to any of its Representatives except Representatives who are required to have Confidential Information in connection with such purpose, and then only such Representatives who have signed confidentiality agreements with the Receiving Party or that are subject to professional duties of confidentiality that are no less stringent than those contained herein. Notwithstanding the foregoing, the Receiving Party may disclose Confidential Information to a court or other governmental authority to the extent that such disclosure is required by governmental order, subpoena, or by law, provided that: (a) the Receiving Party notifies the Disclosing Party in writing of such required disclosure as soon as reasonably possible prior to such disclosure and in any event at least five business days prior to such disclosure, specifying in detail the reasons why such disclosure is required; (b) the Receiving Party discloses only that portion of the Confidential Information that it is advised by its counsel that it is legally compelled to disclose; (c) the Receiving Party uses commercially reasonable efforts to cause such disclosed Confidential Information to be treated by such governmental authority as trade secrets and as confidential; and (d) the Receiving Party uses commercially reasonable efforts to obtain such other protective orders and protections with respect thereto as the Disclosing Party may reasonably request.

9. INTELLECTUAL PROPERTY RIGHTS INDEMNIFICATION:

9.1. By Centerbase. Except to the extent Customer is responsible for indemnifying Centerbase under Sections 9.2, and subject to the limitations set forth in Section 7.5, Centerbase shall defend, indemnify and hold harmless Customer and its officers, directors, employees and agents against any third party claims, suits or actions (a **"Claim"**) to the extent arising from an assertion that the Subscription Services provided by Centerbase, when used as permitted in this Agreement and in accordance with the applicable documentation, infringe any patent, copyright, trademark, trade secret, or other Intellectual Property Right of a third party, provided that Customer: (i) promptly informs and furnishes Centerbase with a copy of such Claim; (ii) gives Centerbase all relevant evidence in Customer's possession, custody or control; and (iii) gives Centerbase reasonable assistance in such Claim, at Centerbase's expense, and the sole control of the defense thereof and all negotiations for its compromise or settlement, provided that Centerbase shall not compromise or settle any such Claim unless Customer is unconditionally released from all liability.

9.2. By Customer. Customer shall defend, indemnify and hold harmless Centerbase and its officers, directors, employees and agents (collectively, the **"Centerbase Indemnified Parties"**) against any and all Claims arising from or related, directly or indirectly, to: (a) Customer's use of the Subscription Services in violation of the restrictions in this Agreement; (b) allegations that Customer Data, Third Party Materials, or Customer's use of the Subscription Services in breach of this Agreement infringes any patent, copyright, trademark, trade secret, or other Intellectual Property Right of a third party or violates any applicable local, state, federal and (if applicable) international laws, regulations and directives; or (c) Customer's failure to

comply with the terms of use of any third party application or service provider used by Customer in conjunction with the Subscription Services, provided that Centerbase: (i) promptly informs and furnishes Customer with a copy of such Claim; (ii) gives Customer all relevant evidence in Centerbase's possession, custody or control; and (iii) gives Customer reasonable assistance in such Claim, at Customer's expense, and the sole control of the defense thereof and all negotiations for its compromise or settlement, provided that Customer shall not compromise or settle any such Claim unless Centerbase is unconditionally released from all liability.

9.3. Mitigation. If Centerbase becomes aware of, or anticipates, a Claim subject to indemnification under Section 9.1, Centerbase, may, at its option (a) modify the Subscription Service that is the subject of the Claim so that it becomes non-infringing, or substitute functionally equivalent products; (b) obtain a license to the third-party intellectual property rights giving rise to the Claim; or (c) terminate the affected Order Form(s) on written notice to Customer and refund to Customer any pre-paid but unused fees.

9.4. Limited Remedy. Sections 9.1 and 9.3 state Centerbase's sole and exclusive liability, and Customer's sole and exclusive remedy, for the actual or alleged infringement or misappropriation of any third-party Intellectual Property Rights by the Subscription Services.

10. GENERAL PROVISIONS:

10.1. Independent Contractors. The relationship between Centerbase and Customer has been and will continue to be that of independent contractors. Neither Party is the legal representative, agent, joint venturer, partner, employee, or employer of the other Party under this Agreement for any purpose whatsoever. Neither Party has any right, power, or authority under this Agreement to assume or create any obligation of any kind or to make any representation or warranty on behalf of the other Party, whether expressed or implied, or to bind the other Party in any respect.

10.2. Attorneys' Fees. The prevailing Party in any action or proceeding to enforce this Agreement, including any efforts to collect amounts due under this Agreement by engagement of any attorney, collection agency or otherwise, is entitled to recover from the other Party its costs and attorneys' fees in addition to any damages available to such Party.

10.3. Specific Performance. Customer acknowledges that a breach of this Agreement by Customer cannot be adequately compensated for by money damages and agrees that specific performance is an appropriate remedy for any breach or threatened breach hereof. Customer acknowledges that compliance with the provisions of this Agreement is necessary in order to protect the Intellectual Property Rights of Centerbase. Customer further acknowledges that any unauthorized use or disclosure of Confidential Information of Centerbase to any third party in breach of this Agreement will result in irreparable and continuing damage to Centerbase. Accordingly, Customer hereby: (i) consents to the issuance of any injunctive relief or the enforcement of other equitable remedies against it at the suit of Centerbase, without bond or other security, to compel performance of any of the terms of this Agreement; and (ii) waives any

defenses thereto, including, without limitation, the defenses of failure of consideration, breach of any other provision of this Agreement, and availability of relief in damages.

10.4. Remedies Cumulative. Except as otherwise set forth in this Agreement and subject to the terms of this Agreement, including Section 7.5 (Limitation of Liability), all remedies, whether under this Agreement, provided by law, or otherwise, are cumulative and not alternative, may be exercised concurrently or separately, and the exercise of any one remedy will not be deemed an election of such remedy to the exclusion of the other remedies.

10.5. Entire Agreement. This Agreement (including any exhibits hereto and the Order Forms and Statements of Work which are incorporated herein by this reference) and any other documents expressly contemplated hereby constitute the entire agreement between the Parties with respect to the subject matter hereof. This Agreement supersedes all prior written or oral agreements, communications, and understandings between the Parties with respect to the subject matter hereof. In the event of any conflict or inconsistency between this Agreement and any Order Form or Statement of Work, then this Agreement controls and governs over such Order Form or Statement of Work (unless such Order Form or Statement of Work expressly states that it is amending a specific provision of this Agreement, in which case such Order Form or Statement of Work controls and governs over such specific provision).

10.6. Amendment. Neither this Agreement nor any Order Form or Statement of Work may be amended, modified, or supplemented orally. This Agreement and any Order Form or Statement of Work may only be amended, modified, or supplemented by an instrument in writing specifically mentioning this Agreement and signed by both of the Parties. Unless otherwise set forth in an Order Form, any additional Order Form will incorporate the terms and conditions of this Agreement and any prior Order Forms shall also be subject to the current form of this Agreement which will be available online at the following link: <https://myCenterbase.com/master-subscription-agreement/>

10.7. Waiver. No waiver of any provision of this Agreement is effective unless in writing and signed by the Party against whom such waiver is sought to be enforced. No failure or delay by either Party in exercising any right, power, or remedy under this Agreement will operate as a waiver of any such right, power, or remedy. The expressed waiver of any right or default hereunder will be effective only in the instance given and will not operate as or imply a waiver of any similar right or default on any subsequent occasion.

10.8. Notices. Any notice, demand, request, or other communication required or permitted to be given under this Agreement must be made in writing, properly addressed as follows:

To Centerbase: Centerbase, LLC
 Attn: CFO
 8350 N Central Expy #1950
 Dallas, TX 75206

and to the Customer at the address set forth on the most recent Order Form or at such other address for notice as such Party may hereafter designate by written notice to the other Party. Notices will be deemed given and received: (i) upon receipt if personally delivered; (ii) on the next business day after delivery to a nationally-recognized overnight courier service; (iii) on the third business day after deposit with the U.S. Postal Service if sent by certified or registered mail, return receipt requested, postage prepaid; or (iv) to the extent applicable, by such other method as may be expressly permitted in this Agreement for certain communications.

10.9. Construction. If any provision of this Agreement is for any reason held to be invalid, illegal, or unenforceable under applicable law in any respect, then: (i) such invalidity, illegality, or unenforceability will not affect the other provisions of this Agreement; (ii) this Agreement will be construed as if such invalid, illegal, or unenforceable provision were excluded from this Agreement; and (iii) the court in its discretion may substitute for the excluded provision an enforceable provision which in economic substance reasonably approximates the excluded provision. If any provision of this Agreement is for any reason held to be excessively broad as to duration, geographical scope, activity, or subject, then such provision will be construed by limiting and reducing it so as to be enforceable to the extent compatible with the then-applicable law. However, If any material limitation or restriction on the use of a Subscription Service under this Agreement is found to be illegal, unenforceable, or invalid, at Centerbase's option, Customer's right to use the applicable Subscription Services will immediately terminate.

10.10. Assignment; Successors and Assigns. Customer shall not transfer or assign this Agreement or any rights or obligations under this Agreement (whether by operation of law or otherwise) or delegate any duties under this Agreement without the prior written consent of Centerbase, which consent may be withheld in its sole discretion, and any purported attempt to do so in violation of this Section will be null and void. Subject to the foregoing, this Agreement is binding upon and inures to the benefit of the Parties hereto and their respective successors and permitted assigns.

10.11. Export. Customer will comply with all applicable export and import laws, rules, and regulations in connection with Customer's activities under this Agreement. Customer acknowledges that it is Customer's responsibility to obtain any required licenses to export and re-export Subscription Services. The Subscription Services, including technical data, are subject to U.S. export control laws, including the U.S. Export Administration Act and its associated regulations, and may be subject to export or import regulations in other countries. Customer represents and warrants that the Subscription Services are not being and will not be acquired for, shipped, transferred, or re-exported, directly or indirectly, to proscribed or embargoed countries or their nationals and persons on the Table of Denial Orders, the Entity List or the List of Specifically Designated Nationals, unless specifically authorized by the U.S. Government for those purposes.

10.12. Force Majeure. If by reason of labor disputes, strikes, lockouts, riots, war, inability to obtain labor or materials, earthquake, fire or other action of the elements, acts of God, accidents, viral outbreak or disease, Internet service provider failures or delays, governmental

restrictions, appropriations or other causes beyond the reasonable control of a party hereto (each, a **“Force Majeure Event”**), either Party is unable to perform in whole or in part its obligations as set forth in this Agreement, excluding any obligations to make payments hereunder, then such Party will be relieved of those obligations to the extent it is so unable to perform and such inability to perform will not make such party liable to the other party. Neither Party will be liable for any losses, injury, delay or damages suffered or incurred by the other party due to a Force Majeure Event.

10.13. Non-Disparagement. Customer shall not make, publish, or communicate to any person or entity or in any public or private forum any false, defamatory, or disparaging remarks, comments, or statements concerning Centerbase or any of its products or personnel including, but not limited to, anything that might injure Centerbase’s business or affairs, as well as its shareholders, officers, directors, employees, agents, advisors, partners, affiliates, consultants, products, formulae, business processes, corporate structure or organization, and marketing methods.

10.14. Governing Law and Venue. This Agreement and your relationship with Centerbase shall be governed exclusively by, and will be enforced, construed, and interpreted exclusively in accordance with, the laws applicable in the state of Texas, and shall be considered to have been made and accepted in Dallas, TX, without regard to its conflict of law provisions. All disputes under this Agreement will be resolved by the courts of Dallas, Texas.

10.15. Counterparts. Each Order Form and Statement of Work may be executed in any number of counterparts, each of which is deemed an original, and all of which together constitute one and the same instrument. The Parties agree that a facsimile, pdf of a signed counterpart, or the use of an electronic signature service is as effective and has the same force and effect as the original thereof.

Addendum A

SERVICE TERMS for Centerbase Payments

The following terms ("**Payment Service Terms**") apply to the use of the Centerbase Payments payment processing service ("**Payment Services**") offered in conjunction with the Agreement. These Payment Service Terms only apply to Centerbase customers who have selected and been approved for Centerbase Payments as an applicable service on their Sales Order (each, a "**Customer**") accepted by Centerbase.

The Payment Service Terms only apply to Customer's use of Centerbase Payments. Capitalized words which are used in the Payment Service Terms, but not defined in the Payment Service Terms, have the meaning given to such words in the Agreement. In the event of any conflict between these Payment Service Terms and the Agreement, these Payment Service Terms will apply as to the specific Payment Services and the Agreement will control for all other purposes.

1. Third Party Payment Processor

Customer acknowledges that Centerbase is not currently licensed as a merchant payment processor. Centerbase will instead serve as a data processor transmitting requests for merchant payment processing services to Centerbase's payment processing service provider or another third party selected by Centerbase and reasonably acceptable to Customer ("**Payment Processor**"). Customer will be required to enter into a separate agreement ("**Processor Agreement**") directly with the Payment Processor in order for Centerbase to transmit Customer's payment requests to the Payment Processor and for the Payment Processor to complete the payment transactions placed by Customer on Customer's behalf.

The Payment Processor and its merchant banks will determine Customer's eligibility for payment processing in accordance with their own underwriting criteria. The Payment Processor and its merchant banks must approve the transactions submitted by or on behalf of Customer. Centerbase cannot assure Customer that it or its transactions will be accepted or approved by the Payment Processor or its merchant banks.

Nothing in the Terms or these Payment Services Terms shall reduce the liability or obligations of Customer under the Processor Agreement. Centerbase may terminate the provisions of the Payment Services to Customer immediately in the event that (i) the Processor Agreement between Customer and the Payment Processor is terminated (or is not executed within a reasonable amount of time after Centerbase accepts the Sales Order providing for Payment Services); (ii) the agreement between Centerbase and the Payment Processor is terminated or expires; or (iii) if any payment network or entity having jurisdiction over Payment Processor indicates that Payment Processor may no longer provide merchant services.

Centerbase will not have direct access or control of Customer's funds. Transactions will be processed through an ID established by the Payment Processor for Customer that enables

Centerbase and the Payment Processor to facilitate such payments (“**Merchant ID**”). Each Merchant ID will be exclusively for a specific Customer. It is Customer’s responsibility to maintain the confidentiality of Customer’s login credentials. Sharing credentials or a Customer’s Merchant ID for another’s use is strictly prohibited.

The Payment Processor will either receive transaction settlement proceeds in a bank account that it owns and controls or the proceeds will be settled to an account of the Payment Processor’s own processor; in either case, the applicable funds will then be settled to an account designated by Customer to the Payment Processor less the below Payment Services Fees, which will be retained and shared by Centerbase and the Payment Processor.

2. Payment Processing Fees. Customer agrees to pay any and all applicable fees applicable to Payment Services as set forth on the Order Form. Customer agrees that if Customer is not allowed to charge any Payment Processing Fees from a trust account or any other account managed or maintained by Customer, Customer agrees to pay such fees from other general operating accounts.

3. Compliance with Laws and Applicable Policies.

Customer and Centerbase each agree at all times to comply with all applicable laws, rules and regulations, as well as applicable industry rules including but not limited to those of the Automated Clearing House (“**ACH**”), and card association rules. Customer agrees to comply with all applicable policies, rules and requirements of the Payment Processor and its applicable merchant banks.

4. Prohibited Persons

All of the following Persons are prohibited from using the Payment Services and Customer represents and warrants that it does not fall into any of the following classes: (i) Persons who appear on the U.S. Department of the Treasury, Office of Foreign Assets Control, Specially Designated Nationals List; (ii) Persons who are less than 18 years of age; (iii) Persons, or their Affiliates who have been previously terminated for cause under a contract with Payment Processor; (iv) Persons who are not both domiciled and resident in the United States; and (v) Persons who solely or primarily provide bankruptcy related legal services to its clients. “Persons” means any individual, corporation (including any not for profit corporation), general or limited partnership, limited liability partnership, joint venture, estate, trust, firm, company (including any limited liability company or joint stock company), association, organization, entity or governmental authority.

5. Limitation of Warranty and Liability for Payment Services

Centerbase makes no representation or warranty on behalf of the Payment Processor. Except as expressly set forth in the Agreement, the Payment Services are provided by Centerbase without representations or warranties of any kind, whether express, implied, by operation of law,

or otherwise, including, without limitation, any implied or statutory warranties of merchantability or fitness for particular purpose. In no event shall Centerbase be liable for any indirect, special, punitive, incidental or consequential damages whatsoever of any kind, including without limitation, loss of profits, revenue, data or damages from loss of use or delay, arising out of or in connection with the Payment Services (however arising, under any theory including but not limited to negligence, tort, contract, strict liability or under statute), even if Centerbase has been informed in advance of the possibility of such potential claim, loss or damage. The total aggregate liability of Centerbase for damages for any action related to the Payment Services will in no event exceed the amount of the fees paid to Centerbase in connection with the particular Payment Services transaction giving rise to damages alleged.