

MASTER SUBSCRIPTION AGREEMENT

THIS MASTER SUBSCRIPTION AGREEMENT (THE “**MASTER SUBSCRIPTION AGREEMENT**”) IS DATED AS OF THE SIGNATURE AS PROVIDED IN THE SALES ORDER (“**EFFECTIVE DATE**”), BY AND BETWEEN CENTERBASE, LLC, A DELAWARE LIMITED LIABILITY COMPANY WITH ITS PRINCIPAL PLACE OF BUSINESS LOCATED AT 8350 N CENTRAL EXPY #1950, DALLAS, TX 75206 (“**CENTERBASE**”) TOGETHER WITH THE CUSTOMER AS DEFINED HEREIN AND IN THE SALES ORDER, (EACH A “**PARTY**” AND COLLECTIVELY, “**PARTIES**”). IN CONSIDERATION OF THE MUTUAL PROMISES HEREIN, THE PARTIES AGREE AS FOLLOWS:

Capitalized terms shall be defined as set for in this Agreement as well as the Sales Order.

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

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:

“**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.

“**Agreement**” means this Master Subscription Agreement is prepared jointly by the parties, including the fee and licensed products and services (“**Sales Order**”), any exhibit (“**Exhibit**”), change order (“**Change Order**”), or purchase order as mutually agreed upon (“**Purchase Order**”) to the Agreement that are attached hereto as of the Effective Date (and any subsequent amendments that are mutually agreed to in writing by the parties). In the event of any conflict between the documents as mentioned herein, the order of precedence to resolve such conflict shall be as follows: Change Order, Sales Order, MSA, Exhibits, and Purchase Order.

“**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, methods of doing business, user interfaces, know-how and other trade secrets, techniques, 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.

“**Change Order**” means a subsequent document between the Parties for the purposes of adding Services to an existing Sales Order.

“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.

“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.

“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.

“Payment Services” means the payment processing services as set forth on Addendum A, if applicable, and ordered by Customer pursuant to a Sales Order or Change Order.

“Professional Services” means implementation services, training services, managed services, application consulting services, product enhancement services and other professional services, as set forth and described in the Agreement, to be provided by Centerbase to Customer pursuant to the Agreement.

“Sales Order” means any sales order or Sales Order representing the purchase of the Services that may be entered into from time to time between Customer and Centerbase, and all Change Order, amendments, modifications and supplements thereto, all of which are incorporated herein by this reference.

“Services” means Centerbase shall provide Customer certain services as specified in a properly executed Sales Order, or Change Order to be incorporated herein and made a part hereof. The Services to be provided by Centerbase to Customer are as defined in the Sales Order or Change Order shall be subject to, the terms and conditions of the Master Subscription Agreement.

“Subscription Services” (or **“Subscription Service,”** as applicable) means the Centerbase products and services that are ordered by Customer under an Sales Order 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.

“Term” means the term during which Centerbase will provide the Services to Customer, as specified in the Sales Order to this Agreement.

“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. PROVISION OF SERVICES:

2.1. Provision of Subscription Services. Subject to the terms and conditions of this Agreement and the applicable Sales Order, Centerbase will use commercially reasonable efforts to make the Subscription Services described in the relevant Sales Order 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.

2.1.1. Centerbase shall develop, host, operate, and maintain the Subscription Services as described in the Agreement between Centerbase and Customer.

2.1.2. Centerbase grants Customer and its authorized users a worldwide, non-exclusive, non-transferable, non-sublicenseable license to access and use the Subscription Services in accordance with the Agreement.

2.1.3. Centerbase reserves the right to modify the Subscription Services, its support policies, its security and privacy policies and any other information and/or policies at its sole discretion and without notice.

2.1.4. Customer's license to use the Subscription Services extends only to the Subscription Services described in the Agreement as available on the date of execution. At Centerbase's discretion, it may add new, separately priced functionality and/or features to the Subscription Services for which it charges a supplemental fee. Customer may add such new functionality and/or features to the Subscription Services upon the execution of a mutually acceptable Sales Order with agreed upon fees and payment terms, as applicable.

2.1.5. This Agreement does not make any contractual commitment by Centerbase for specific Subscription Services enhancements on behalf of Customer. Centerbase may monitor Customer's use of the Subscription Services to (i) verify compliance with the provisions of this Agreement, and (ii) properly operate, develop and improve the Subscription Services.

2.2. Sales Orders. From time to time during the Term, Customer and Centerbase may enter into one or more Sales Orders providing for the Subscription Services to be provided by Centerbase to Customer under this Agreement. No Sales Order will amend, supersede, or negate any provision of this Agreement unless such Sales Order expressly states that it is amending such provision of this Agreement and is mutually executed by authorized representatives of the Parties. All new subscriptions shall negotiate new pricing and fees, and run concurrent with the existing Subscription Service.

2.3. Professional Services. 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. **"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 Sales Order 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.

2.3.1 The Parties may modify the scope, requirements, specifications, quantities, schedule, charges, cost and other details of the Professional Services set forth in the Agreement upon execution of a mutually agreed Sales Order.

2.3.2 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. CUSTOMER'S USE OF THE SERVICES AND RESPONSIBILITIES:

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

3.2 Customer Use of the Services. The Services may only be used for lawful purposes, and any posting or transmission of data or other use of the Services in violation of any applicable state, federal or other law is strictly prohibited. Centerbase reserves the right to remove material that it deems harmful, obscene or in any way threatening to the safety, security, and enjoyment of its subscribers. Customer's licensed Users may use the Services only to access Customer's own data and to fulfill Customer's internal information processing needs. Customer may not sublicense, resell, publish, transmit, broadcast or otherwise distribute all or any portion of the Services to any person or entity, except as expressly set forth herein, or use it to process the data of a third party.

3.3 Customer Data and End-User Data. As between Centerbase and Customer, all Customer Data, whether posted by Customer or by third parties, remains the sole property of Customer. 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 Services to Customer. Customer shall provide Centerbase with all text, data, graphics, artwork, designs, audio-visual components, recordings, films, photographs, and other information and materials (the "**Content**") that Customer considers necessary for the design, development, and support of the Subscription Services. Subject to the approval of Customer, Centerbase may adapt, modify, add to, translate, manipulate, restructure, and reformat the Content as necessary to create, modify, and maintain the Subscription Services. Customer shall have sole responsibility for securing any necessary rights or permissions from any third party for any Content and for the use of any third-party facility, link, software and feature capabilities of the software structure. The Content, provided such items and/or materials are not available in

the public domain, shall be the exclusive property of Customer. Customer's Content rights do not include any rights to Centerbase servers, facilities, or property.

CUSTOMER IS SOLELY RESPONSIBLE FOR ALL CONTENT AND CUSTOMER DATA AND INFORMATION PROVIDED TO CENTERBASE OR RECEIVED BY OR COLLECTED FROM THE SUBSCRIPTION SERVICES. EXCEPT FOR CENTERBASE'S NEGLIGENCE OR WILLFUL MISCONDUCT; CENTERBASE SHALL NOT BE LIABLE TO CUSTOMER OR ANY OF CUSTOMER'S USERS FOR ANY DAMAGES OR CLAIMS ARISING OUT OF, RELATED TO OR IN CONNECTION WITH SUCH CONTENT, CUSTOMER DATA AND INFORMATION, OR CUSTOMER'S USE OF THE CENTERBASE'S SUBSCRIPTION SERVICES.

3.4 Centerbase shall not (i) disclose Customer Data except as compelled by applicable law in accordance with Section 0 (Disclosure) or as expressly permitted in writing by Customer or (ii) access Customer Data except to provide the 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.

3.5. 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.

3.6 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 Services, for any lawful purpose, including, but not limited to, publication of white papers, industry comparisons, product development and improvement, and benchmarking; provided that such information does not incorporate Customer Data, Customer's User data, and/or identify Customer's Confidential Information.. Such de-identified data is the sole and exclusive property of Centerbase.

3.7 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.

- a. **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 Sales Order(s), and any guidelines communicated by Centerbase to Customer; (viii) maintaining archival and backup copies of all Customer Data prior to importing within the Subscription Services (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;

- b. **Customer 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 ("**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); (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; (xiv) alter, disable, or erase any computer data, computer programs or computer software without authorization; or (xv) pursuant to Section

3.3, Customer Data; upload or transmit to Centerbase's Subscription Services, Centerbase's Technology, products or systems of any Sensitive Customer Data, Content, or other information as defined herein. As used herein, Sensitive Customer Data, Content, or other information consists of: (a) government issued identifications, including, but not limited to, Social Security Numbers (in whole or in part) and Individual Taxpayer Identification Numbers; (b) unauthorized third party content; (c) financial information, such as banking accounts or credit card information; or (d) personal health information ("PHI"), and that Customer is neither a "Covered Entity" nor a "Business Associate." As those terms are defined in Health Insurance Portability and Accountability Act ("HIPAA").

- c. **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.
- d. **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. TERMINATION:

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

4.2 Effect of Termination. Upon any termination of this Agreement, (i) Centerbase shall cease to host, operate and maintain the Subscription Services for Customer and shall terminate its performance of Professional Services, and, (ii), Centerbase shall immediately cease using and promptly destroy (or, at Customer's request, return then destroy) all copies of Customer Data, including Content, transactional data, or user information, and any other information and materials which belong to Customer. Upon any termination of this Agreement except termination by Customer due to uncured material breach of Centerbase or termination by Customer pursuant to Section 9.10 (Force Majeure) below, (a) Customer shall not receive any refund of any prepaid, unused Services fees, and (b) Customer shall promptly pay to Centerbase all Subscription Services fees payable to Centerbase for the remainder of the then-current Term. Upon any termination of this Agreement, Customer shall pay to Centerbase all undisputed fees for Professional Services performed prior to the effective date of Termination. The following

provisions shall survive any termination or expiration of this Agreement: Sales Order Payment Terms, Section 3 (Use of Services), 5 (Ownership), 6.4 (Disclaimer of Warranties), 0 (Limitation of Liability), 7 (Confidential Information), 8 (Indemnification), and 9 (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. OWNERSHIP:

5.1. Ownership of Subscription Services; Customer Feedback. Centerbase shall retain title to any work product developed or created for Customer by Centerbase pursuant to Professional Services performed under the Agreement. 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.

5.2. Customer acknowledges that in providing the Services, Centerbase utilizes: (i) the Centerbase name, the centerbase.com domain name, the product names associated with the Services, Centerbase and other trademarks; (ii) certain audio and visual information, documents, software and other works of authorship; (iii) any work product; including, but not limited to, any suggestions, ideas, enhancement requests, feedback, recommendations or other information provided to you in relation to the Services; and (iv) Centerbase Technology” and that the Centerbase Technology is covered by intellectual property rights owned or licensed by Centerbase, and derivatives thereof (“Centerbase IP Rights”). Other than as expressly set forth in this Agreement, no license or other rights in the Centerbase IP Rights are granted to Customer and all such rights are hereby expressly reserved.

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

6.1. Mutual. The Parties hereby represents and warrants as follows:

6.1.1. Organization and Validity. The Party 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 the Party, enforceable against the other Party in accordance with its terms.

6.1.2. Compliance with Laws. The Party will comply with all laws, rules, regulations, ordinances, and codes that are applicable to accessing and using the Subscription Services.

6.1.3 Authorized Agent. The Party is the duly authorized agent of the legal entity specified in each Sales Order and has the authority pursuant to the grant of agency by the legal entity to do the following: (1) execute this

Agreement, the Sales Orders and the Statements of Work, (2) agree to, and to observe and perform, the terms and conditions of this Agreement, the Sales Orders and the Statements of Work, and (3) pay any and all fees and other charges under this Agreement, the Sales Orders and the Statements of Work.

6.2. By Centerbase. Centerbase warrants that it owns or otherwise possesses sufficient rights to use, display, access, and permit Customer to use, display, and access the Subscription Services, and any Centerbase Technology and third-party software used in connection with the Subscription Services.

6.3. 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.

6.4. 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.

6.5 LIMITATION OF LIABILITY. THE CUMULATIVE, AGGREGATE LIABILITY OF CENTERBASE TO CUSTOMER FOR ALL CLAIMS ARISING OUT OF OR RELATED TO THIS AGREEMENT AND ALL SALES ORDERS 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 SALES ORDERS 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.

7. CONFIDENTIAL INFORMATION:

7.1 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 Sales Orders 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.

To the extent that Content or any other information provided or input into the Subscription Services by Customer includes any “personal data” as defined under any applicable data protection laws, such personal data shall be treated as Confidential Information by Centerbase in accordance with this Section. Centerbase shall take reasonable security measures to protect such data and to maintain its confidentiality to the extent Centerbase has access to such personal data. However, Customer acknowledges that Customer is solely responsible for inputting and managing such personal data and for compliance with all applicable laws governing such personal data.

7.2 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.

7.3 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.

8. INTELLECTUAL PROPERTY RIGHTS INDEMNIFICATION:

8.1. By Centerbase. Except to the extent Customer is responsible for indemnifying Centerbase under Sections 8.1, and subject to the limitations set forth in Section 0, 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.

8.2 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.

8.3 Mitigation. If Centerbase becomes aware of, or anticipates, a Claim subject to indemnification under Section 8.1, 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 Sales Order(s) on written notice to Customer and refund to Customer any pre-paid but unused fees.

8.4 Limited Remedy. Sections 8.1 and 8.3 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.

9. GENERAL PROVISIONS:

9.1. Independent Contractors. The Parties agree that Centerbase shall operate as an independent contractor and shall not be deemed to be engaged in a partnership, joint venture, or agency relationship of any kind. Neither Party has, nor shall be deemed to have, the authority to represent the other Party or to create any obligation, express or implied on behalf of the other Party.

9.2. 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.

9.3. 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.

9.4. Remedies Cumulative. Except as otherwise set forth in this Agreement and subject to the terms of this Agreement, including Section 0 (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.

9.5. Amendment. Neither this Agreement nor any Sales Order may be amended, modified, or supplemented orally. This Agreement and any Sales Order 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 Sales Order, any additional Sales Order will incorporate the terms and conditions of this Agreement and any prior Sales Orders 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/>

9.6. 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.

9.7. 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 Sales Order 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.

9.8. 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.

9.9 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.

9.10 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.

9.10 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.

9.11 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.

9.12 Entire Agreement, Counterparts & Construction. Each Sales Order 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. This Agreement, Sales Orders, and subsequent Amendments constitute the entire agreement between the parties as to its subject matter, and supersede all previous and contemporaneous agreements, proposals or representations, written or oral, concerning the subject matter of this Agreement. This Agreement was prepared jointly by the parties and not by one party to the exclusion of the other. Furthermore, this Agreement may not be amended, except by an agreement in writing which is signed by authorized representatives of Centerbase and Customer

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 Sales Order. 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.