SOFTWARE LICENSE AND MASTER SERVICES AGREEMENT

This Software License and Master Services Agreement (the "Agreement") is made as of time of initial login (the "Effective Date") between **CFOFXN, INC.**, ("Licensor"), a Georgia corporation, having its principal place of business at 6030 Bethelview Road, Suite 304, Cumming, GA 30040, and Customer, ("Customer").

1. Definitions

(a) <u>Affiliates</u>. "Affiliates" means, as to a party, any other entity that directly or indirectly controls, is under common control with, or is controlled by, such party; as used in this definition, "control" and its derivatives mean possession, directly or indirectly, of power to direct the management or policies of an entity.

(b) <u>Business Day</u>. "Business Day" means 9:00 am to 5:00 pm any day other than (i) a Saturday or Sunday or (ii) a Federally recognized holiday where the banking institutions located in Atlanta, Georgia are permitted or required by law, executive order or governmental decree to remain closed.

(c) <u>Companies</u>. "Companies" is a field within the Software that an End User either directly establishes or authorizes a party to establish and is typically a name of a business organization, a component of a business organization, individual or other organized activity that tracks financial information via either an online accounting system or Microsoft Excel, for which the End User desires to apply the functionality of the Software.

(d) <u>Divisions</u>. "Divisions" is a field within the Software that an End User either directly establishes or authorizes a party to establish and is typically a subsidiary or organized section of a business organization, individual or other organized activity that tracks financial information via either an online accounting system or Microsoft Excel, for which the End User desires to apply the functionality of the Software.

(e) <u>Customer Data</u>. "Customer Data" means any of Customer's documents, electronic files or other information entered into the Software by or on behalf of Customer pursuant to a conversion of data from another system or through an interface to another system, in each case as such data is maintained on the Software.

(f) <u>Disclosing Party</u>. "Disclosing Party" means the party who is disclosing the Confidential Information and Trade Secrets to the Receiving Party as defined in section 10 below).

(g) <u>Documentation</u>. "Documentation" means any online or printed user manuals, directions, and/or functional specifications attached to this Agreement or that are otherwise provided to Customer by Licensor, and any derivative works of the foregoing.

(h) <u>End User</u>. "End User" means Customer and any Member who accesses the Software by or through the Customer.

(i) <u>Error</u>. "Error" means any reproducible material failure of the Software to function in accordance with its Documentation.

(j) <u>Member</u>. "Member" means a Person who is an employee, agent, or independent contractor of Customer that is utilizing the Software.

(k) <u>Person</u>. "Person" means any natural person, firm, general or limited partnership, corporation, association, limited liability company or other entity, as the context may require.

(l) <u>P1 Error</u>. "P1 Error" means an Error in the Software that causes all of the End Users to be unable to access or use any of the critical functions of the Software, and for which no workaround is available.

(m) <u>P2 Error</u>. "P2 Error" means an Error in the Software that causes either (i) some of the End Users to be unable to access or use any of the critical functions of the Software, or (ii) some, but not all, of the critical functions of the Software to be inaccessible or non-functional for all of the End Users, in either case where there is no workaround available.

(n) <u>P3 Error</u>. "P3 Error" means an Error in the Software that is not a P1 Error or a P2 Error.

(o) <u>Product Enhancements</u>. "Product Enhancements" means any new features or modifications of the Software requested by Customer and developed by Licensor pursuant to Customer's written request, it being expressly agreed that only Licensor may create and/or add any new features or modifications to the Software and further that Licensor has sole discretion on whether to add any requested features or modifications. "Product Enhancements" does not include new features or modifications of the Software to the extent incorporated into a general Update.

(p) <u>Receiving Party</u>. "Receiving Party" means the party who is receiving the Confidential Information and Trade Secrets from the Disclosing Party.

(q) <u>Software</u>. "Software" means Licensor's accounting, budgeting, and forecast assisting software-as-a-service (cloud-based) application accessible via a web based portal together with any and all revisions, modifications, and updates thereof, all as are supplied or made available by Licensor to Customer pursuant to this Agreement and all Updates.

(r) <u>Support</u>. "Support" means the ongoing services by Licensor to support End User's usage of the Software as defined in Section 4 below.

(s) <u>Update</u>. "Update" means any patch, bug fix, release, version, modification or successor to the Software. A Product Enhancement will not be considered an "Update."

(t) <u>Divisions</u>. "Divisions" is a field within the Software that an End User either directly establishes or authorizes a party to establish and is typically a subsidiary or organized section of a business organization, individual or other organized activity that tracks financial information via either an online accounting system or Microsoft Excel, for which the End User desires to apply the functionality of the Software.

2. Software License

(a) <u>Software License</u>. During the term and subject to the terms of this Agreement, Licensor hereby grants to Customer a non-exclusive, non-transferable, non-sublicensable right and license to use the Software. The license granted hereunder is limited to the number of Divisions who Customer and Licensor agree shall have access to the Software for which Customer shall have paid Licensor the fees due under this Agreement per Section 8(a) and Exhibit A.

(b) <u>License and Use Restrictions</u>. Customer shall not, directly, indirectly, alone, or with another party, (i) copy, download, disassemble, reverse engineer, or decompile the Software; (ii) modify, create derivative works based upon, or translate the Software; (iii) transfer or otherwise grant any rights in the Software in any form to any other party, nor shall Customer attempt to do any of the foregoing or cause or permit any third party to do or attempt to do any of the foregoing.

(c) <u>Customer Data</u>. Customer owns all right, title and interest in the Customer Data. Customer hereby grants to Licensor (i) a non-exclusive, royalty free license during the term of this Agreement to use, copy, distribute, display, perform, and transmit Customer Data as necessary to perform its obligations under this Agreement and (ii) a non-exclusive, royalty free perpetual right and license to collect, store, use and disclose Customer Data for any lawful purpose provided that any such use or disclosure does not specifically identify Customer to any third party not under an obligation of confidentiality with regard to such information.

With respect only to the license granted in clause (i) above, Customer represents and warrants that it owns or has the legal right and authority, and will continue to own or have the legal right and authority, to grant to Licensor during the term of this Agreement the rights and licenses set forth herein and that Licensor's use of Customer Data as provided therein will not infringe any copyright, patent, trademark, or other proprietary right, misappropriate any trade secret, violate any right of privacy or other right of a third party, or violate or contradict any law or any order of a court or administrative tribunal. Licensor shall use commercially reasonable efforts to safeguard the security, integrity and usability of the Customer Data

(d) End User, Companies, and Divisions Access. Licensor has the right at any time to terminate access to any End User, Companies, and/or Divisions if Licensor reasonably believes that such termination is necessary to preserve the security, integrity, or accessibility of the Software or Licensor's network or if Customer is in breach of this Agreement.

(e) Exports. Both parties understand that the Software is subject to U.S. export controls and trade sanctions and that such controls and sanctions are extraterritorial. Each party shall comply with all applicable federal, state, and local laws and regulations governing the manufacture or sale of the Software covered by this Agreement, including US export control laws and Department of Commerce and Treasury regulations governing sales to prohibited End Users. As such, Customer or its End Users shall not divert, use, export, reexport or transship the Software to any country where export or use is prohibited or to any person prohibited by the Office of Foreign Assets Control. In order to comply with U.S. export laws, Customer shall seek written approval from Licensor prior to the use of the license by an End User outside the United States. In the event that Licensor grants such written approval to Customer, the End User is permitted to use the Software license, as applicable. Customer shall cause its End Users to comply with this Section 2(e) and shall be fully liable for failure of its End User's to comply with this Section 2(e) and shall indemnify and hold Licensor harmless from any such failure including, without limitation, any penalty or damages assessed against Licensor and Licensor's reasonable attorney's fees incurred in connection therewith.

3. Customer Responsibilities

(a) Misrepresentations. Customer shall not make any statements concerning the Software or likely results that a Member might obtain from the use of the Software except for such statements as are directly supported by marketing materials or Documentation provided by Licensor or any publicly-available Licensor web site. Customer shall not make any false or misleading statements concerning Licensor or the Software.

(b) Required Terms and Non-Waiver. For each Member to whom Customer wishes to provide access to the Software, Customer shall cause the Member to enter into an Acknowledgement agreeing to be bound by all terms contained within this Agreement. Each Member shall be jointly and severally liable with Customer for any and all breaches of this Agreement caused in whole or in part by each Member, respectively. An electronic Member Acknowledgment to which a Member agrees by means of clicking or typing "I agree" or other affirmative electronic signature mechanism constitutes a written agreement for purposes of this paragraph. Licensor is not obligated to provide access to the Software to any Member prior to receipt of such Acknowledgement and Licensor does not waive any rights, claims, or damages whatsoever by allowing any Member access to the Software prior to receipt of the respective Member's Acknowledgement.

4. **Support and Training**. Services Generally. To the extent Licensor agrees to provide training or additional services to Customer or its Members, Customer shall pay Licensor its then current hourly service rates plus expenses. Barring an agreement in writing setting forth the then current hourly service rates, Customer shall pay Licensor the hourly

Service fee set forth on Exhibit A, hereto for all additional services plus expenses. Licensor is not obligated to provide services for development of Product Enhancements or anything else covered by Exhibit A unless Customer agrees in writing to pay Licensor's hourly fee. However, no fees are waived if Licensor provides development of Product Enhancements or other services covered by Exhibit A without prior written agreement from Customer.

(a) Updates. Licensor shall deliver to Customer any Updates of the Software at no charge unless the Update includes any third party components for which additional charges apply.

(b) Customer System Administrators. Customer shall at all times have two designated System Administrators, who will be the primary points-of-contact between Licensor and Customer for support issues. System Administrators must also be Customer employees and End Users. Customer may only change a Customer System Administrator upon written notice (which may be by email) to Licensor. If any of Customer's System Administrators cease to be employed by Customer, Customer shall immediately notify Licensor.

(c) Training. Licensor shall provide training (which may be done remotely) on the Software only as agreed in writing between Licensor and Customer. Licensor shall track the hours of training provided and all training over and above the written agreement shall be charged as per written agreement and, if there is no agreement on training charges, the hourly rate for all training over and above the agreed duration shall be the hourly rate set forth on Exhibit A.

(d) Support. Licensor, upon request of the Customer, will provide monthly support services at the Support fee schedule set forth on Exhibit A which may include assisting the Customer with initial mapping of Customer accounts to standard Software accounts using Licensor's best efforts, up to four automated or manual imports of balance sheet and income statement data from Customer's general ledger system (if such system is supported by the Software), and facilitation of copying other Customer Data into the Software to facilitate Customer's forecast on a monthly basis or a budget on an annual basis. ta Licensor may help Customer use the Software to run projections based on variables selected by Customer but Customer shall at all times remain solely responsible for the accuracy and completeness of all forecasted and budgeted data and Licensor shall not be considered as having provided any advice as to what the Customer's budget or forecast should be and Licensor shall not be deemed to have in any way prepared the budget or forecast it being expressly agreed that Licensor is merely helping Customer run reports based on information and/or variables provided by Customer.

(e) Think-Tank Meetings. Roger Gallivan will participate weekly in a phone call with Customer to discuss various strategic issues impacting Customer.

5. **Service Level Agreement and Hosting Fee.**

(a) Hosting Service Levels. Licensor shall provide monthly hosting for the Software per the Hosting Fee schedule set forth on Exhibit A. Provided that Customer is current with respect to all amounts owing to Licensor hereunder, Licensor shall comply with the following service level agreement with respect to the Software:

(i) Licensor shall provide Customer with Software availability ("Uptime") of at least 99% during any calendar month beginning the first full calendar month during which the Software is in live use by End Users (the "Live Date"), calculated on a monthly basis and subject to the exceptions below.

(ii) The Software is considered unavailable for any period of time (measured in minutes) ("Downtime") during which the Software is materially impaired such that End Users cannot access the Software on Licensor's servers. Downtime does not include periods of time during which the Software is unavailable as a result of (a) Scheduled Maintenance, (b) the acts, omissions, negligence or willful misconduct of Customer, (c) any failure or defect of Customer's or a third party's equipment, software, facilities, third party applications, or internet connectivity (or other causes outside

of Licensor's firewall), or (d) a Force Majeure Event (as defined in Section 13(a) below).

(iii) "Scheduled Maintenance" means any planned maintenance by Licensor that might cause the Software to be unavailable to End Users. Licensor shall make commercially reasonable efforts to notify End Users by e-mail at least 2 business days in advance of any Scheduled Maintenance.

(iv) For any calendar month in which Uptime is less than 99%, Licensor shall issue a credit (a "Service Level Credit") to Customer within 30 days after the end of the calendar month in which the Service Level Credit arose in an amount determined:

Uptime	Credit
At least 90% but less than 99%	10% of the Monthly Hosting Fee, see Exhibit A
At least 80% but less than 90%	20% of the Monthly Hosting Fee
At least 70% but less than 80%	30% of the Monthly Hosting Fee
Less than 70%	100% of the Monthly Hosting Fee

(b) Response Times. In the event of a P1 or P2 Error, Licensor shall provide a preliminary response to Customer within three hours of its awareness of the Error if such Error occurred during a Business Day prior to 2:00 pm and if such Error occurred after 2:00 pm or on a day that is not a Business Day, the preliminary response to Customer shall occur by 12:00 pm Eastern Standard Time on the next Business Day. Licensor shall use its reasonable efforts to provide updates to Customer every three hours until the Error is resolved on a P1 or P2 Error. In the event of a P3 Error, Licensor shall provide a preliminary response to Customer during the same or following Business Day of its awareness of the P3 Error. Licensor shall use its reasonable efforts to provide updates to Customer once every week until the P3 Error is resolved. Licensor shall use commercially reasonable efforts to correct all Errors.

(c) Support Exclusions. Licensor is not obligated to correct any Errors or provide any other support to the extent such Errors or need for support were created in whole or in part by:

(i) the acts, omissions, negligence or willful misconduct of any End User, including any unauthorized modifications of the Software or its operating environment;

(ii) any failure or defect of End User's or a third party's equipment, software, facilities, applications, or internet connectivity (or other causes outside of Licensor's firewall and/or control);

(iii) Customer's use of the Software other than in accordance with the Software's Documentation;

(iv) a Force Majeure Event; or

(v) Customer's use of any internet browser other than Chrome, Mozilla or Safari.

(d) Limitation of Remedies. Correction of errors to the extent required in this Agreement and the Service Level Credits as set forth above are Customer's sole remedies for any Errors in the Software or any failure by Licensor to meet the Uptime commitment set forth herein.

Service Level Credits for any month cannot exceed the amount of monthly recurring fees paid by Customer for that month.

6. Product Enhancements and Software Delivery

(a) Product Enhancements. Customer may request Product Enhancements, and Customer shall pay for the development of any Product Enhancements that Licensor agrees to develop at the hourly fee set forth on Exhibit A. Licensor is not obligated to develop any Product Enhancements except pursuant to a mutually-agreed written agreement specifying the Product Enhancements to be developed and any applicable pricing, if other than standard time and materials set forth on Exhibit A.

(b) Termination of Product Enhancement. Customer may terminate a Product Enhancement, provided that Customer pays Licensor for all work performed and expenses incurred by Licensor through the termination date.

(c) Software Delivery. The Software is delivered to the End Users through a website over the internet via a Software as a Service ("SAAS") model. Licensor shall provide passwords to End Users who will access the website to use the Software.

7. Intellectual Property

(a) Ownership of Intellectual Property. Licensor owns all right, title and interest in and to the Software, Documentation, Product Enhancements, as well as all Licensor trademarks and any other trademarks, copyrights, patents, service marks, source code, common law rights or other intellectual property rights created or developed in connection with this Agreement by any party. To the extent that such rights do not automatically vest in Licensor as works made for hire, Customer hereby assigns any and all right, title and interest, including trademarks, copyrights, patents, service marks, common law rights or any other intellectual property rights, it may have or acquire with respect to the Software and Documentation or otherwise, and Customer agrees, at Licensor's expense, to take any and all actions reasonably requested by Licensor to secure such rights for Licensor. Customer shall not challenge Licensor's ownership of the Software or Documentation nor any part thereof.

(b) Domain Names. Customer shall not register any domain names that are similar or identical to any trademarks, trade names, "doing business as" names, legal names, or product names of Licensor.

8. Financial Terms

(a) Fees. In return for the products, services and licenses provided by Licensor, Customer shall pay to Licensor the fees in the amount set forth on Exhibit A.

(b) Expenses. Customer shall reimburse Licensor for its reasonable and necessary expenses (including travel and travel-related expenses).

(c) Billing Practices. Licensor bills all time-based charges in quarter hour increments. For services provided on-site on Customer premises and require travel of more than 50 miles, Customer shall pay for a minimum of 8 hours for each such day of services, plus travel time.

(d) Suspension of Services. Licensor may, in addition to other remedies it may have, including termination, suspend access to the Software to the End Users or the provision of all services to Customer if Customer fails to make payment required under this Agreement. All fees, expenses, and payments are due upon receipt and shall incur interest at the rate of 1½% per month (or, if lower, the maximum amount permitted by law) beginning 30 days from when due.

(e) Taxes. Customer is solely responsible for paying all sales taxes and any other required taxes, however characterized by the taxing authority.

(f) Third Party Initiated Expenses. In the event Licensor is required to spend time responding to third party discovery requests including, without limitation, copying documents, providing witness or trial testimony, or otherwise responding to a subpoena, court document, or arbitration document arising from or related to actions taken or allegedly taken by Customer, Customer shall pay Licensor's legal

expenses and shall also pay Licensor for time Licensor expends at the hourly rate set forth on Exhibit A. Customer's agreement to pay said hourly rate shall have no effect on any responses Licensor provides to any third party request and is merely intended to make Licensor's participation with any third party request a financially neutral event for Licensor based on the agreed hourly rate set forth in Exhibit A.

9. Term and Termination

(a) Term. The term of this Agreement commences on the Effective Date hereof and will continue for an initial term of 3 months ("Initial Term"). After the Initial Term, this Agreement will automatically renew for an unlimited number of additional 1 month terms unless otherwise terminated as set forth herein for Cause.

(b) Termination for Cause. Either party may terminate this Agreement immediately if the other party fails to pay any delinquent amounts owed within 10 days of written notice specifying the amounts owed;

(i) Licensor may terminate this Agreement immediately upon any breach by Customer of Section 2(b) above;

(ii) Either party may terminate this Agreement if the other party breaches any confidentiality obligations and fails to cure such breach within 3 days after written notice of such breach, provided however, if the non-breaching party reasonably believes its business will be irreparably harmed by such breach, it may terminate immediately upon breach of confidentiality;

(iii) Either party may terminate this Agreement immediately if the other party has committed any other material breach of its obligations under this Agreement and has failed to cure such breach within 45 days of written notice by the non-breaching party specifying in reasonable detail the nature of the breach (or, if such breach is not reasonably curable within 45 days, has failed to begin and continue to work diligently and in good faith to cure such breach); or

(iv) upon the institution of bankruptcy or state law insolvency proceedings against the other party, if such proceedings are not dismissed within 30 days of commencement.

(c) Obligations Upon Termination. Upon termination of this Agreement:

(i) Licensor shall, within 30 days of termination and Customer's complete payment of all amounts due under section 9(c)(iii) below, send Customer an electronic copy of its Customer Data in a structured file export;

(ii) Licensor shall immediately terminate access to the Software by all End Users; and

(iii) Customer shall immediately pay Licensor all amounts payable or accrued, including any deferred payments or payments originally to be made over time.

10. Confidentiality

(a) "Confidential Information" means data and information:

(i) relating to the business of the Disclosing Party regardless of whether the data or information constitutes a Trade Secret;

(ii) disclosed to the Receiving Party or of which the Receiving Party became aware of as a consequence of the Receiving Party's relationship with the Disclosing Party;

(iii) having value to the Disclosing Party;

(iv) not generally known to competitors of the Disclosing Party; and

(v) which includes, without limitation, Trade Secrets (as defined below) and information pertaining to: (1) data and compilations of data relating to the business of the Disclosing Party, including without limitation any data and compilations relating to items (2)-(10) below and shall also be deemed to include all notes, analyses, compilations, studies, forecasts, interpretations or other documents prepared by Receiving Party that contain, reflect or are based upon, in whole or in part, the information delivered, disclosed or furnished to Recipient pursuant hereto; (2) lists of customers and potential customers and other data or information about customers and potential customers of the Disclosing Party, including without limitation prices offered or charged to customers and the Disclosing Party's costs for products or services provided to its customers, specific customers information pertaining to the Disclosing Party's projects, products, and services, and information pertaining to any customer complaints or disputes; (3) the Disclosing Party's financial information and financial statements; (4) information concerning the Disclosing Party's past, current, and prospective business plans, marketing strategies, products and services, and customers and end users, including but not limited to new project timelines, future market and product plans, inventory, sales, and cost and expense reports, and information concerning past, current, and projected sales, bids or other proposals to offer or acquire products or services; (5) employee and contractor lists and other information about the Disclosing Party's employees and independent contracting consultants, including without limitation information regarding the compensation and incentives of the Disclosing Party's employees and contractors; (6) data or information concerning, communications and agreements with, and proposals to, the Disclosing Party's wholesalers, distributors, vendors, and other sources of technology, products, services or components used in the business of the Disclosing Party and amounts charged to the Disclosing Party by its wholesalers, distributors, vendors, and service providers; (7) know-how, and other information of a technical or economic nature relating to the Disclosing Party and its Affiliates, Members, and customers, including without limitation computer software, hardware, network and internet technology utilized, modified or enhanced by the Disclosing Party and negative know-how, which is information about what the Disclosing Party tried that did not work, if that information

is not generally known or easily ascertainable by the Disclosing Party's competitors and would give them an unfair advantage in knowing what not to do; (8) data acquired or maintained by the Disclosing Party and methods for managing, accessing, searching, or utilizing the data and any reports or certificates associated therewith; (9) any summary, extract or analysis of such information; and (10) any information that has been received or disclosed to the Disclosing Party by any third party as to which the Disclosing Party has an obligation to treat as confidential and which obligation is disclosed in writing to the Receiving Party.

Confidential Information does not include data or information: (A) which has been voluntarily disclosed to the public by the Disclosing Party; (B) which has been independently developed and disclosed by others; or (C) which has otherwise entered the public domain through lawful means.

(b) Definition Trade Secrets. means Disclosing Party's trade secrets (as defined in O.C.G.A.§10-1-761), as the same may be amended from time to time, or in other applicable Georgia law.

(c) Use of Confidential Information. Each party shall only use Confidential Information furnished to it hereunder in furtherance of the activities contemplated by this Agreement, and it shall not disclose the Confidential Information to any other Persons without the Disclosing Party's express written authorization. Upon termination of this Agreement for any reason, and subject to Section 2(c)(ii), Receiving Party shall return (or at Disclosing Party's written request, destroy) to Disclosing Party all things and documents containing Confidential Information or Trade Secrets (including physical or electronic copies of the foregoing) in Receiving Party's possession, whether made by Receiving Party or others. All "Confidential Information" subject to the provisions of this Section 10 must be either clearly marked as such. For purposes of the restrictions in this Section 10(c), (i) "Receiving Party" means Receiving Party, its Affiliates, Members and each of their respective directors, officers, employees, agents, independent contractors, attorneys and representatives, and (ii) Receiving Party shall cause all of the foregoing to be bound by the provisions hereof and be responsible to Disclosing Party for a breach of this Section 10 by its Affiliates or Members.

(d) Required Disclosures. A Receiving Party may disclose Confidential Information of the Disclosing Party as required to comply with binding orders of governmental entities that have jurisdiction over it or as otherwise required by law, provided that the Receiving Party (i) gives the Disclosing Party reasonable written notice to allow it to seek a protective order or other appropriate remedy (except to the extent compliance with the foregoing would cause the Receiving Party to violate a court order or other legal requirement), (ii) discloses only such information as is required by the governmental entity or otherwise required by law, and (iii) and uses its best efforts to obtain confidential treatment for any Confidential Information so disclosed.

(e) Survival. The parties hereto covenant and agree that this Section 10 shall continue to bind Receiving Party during the term of the Agreement and (i) with respect to all Trade Secrets, at all times hereafter so long as such Trade Secrets constitute trade secrets under applicable law, and (ii) with respect to all Confidential Information, at all times hereafter so long as such Confidential Information constitutes Confidential Information.

11. Indemnification

(a) Indemnification. Each party shall indemnify, defend and hold harmless the other, and its shareholders, members, board of directors, board of managers, officers, employees, agents and representatives (each, an "Indemnified Party") at all times from and after the Effective Date against any liability, loss, damages (including punitive damages), claim, settlement payment, cost and expense, interest, award, judgment, diminution in value, fine, fee, and penalty, or other charge, including reasonable legal expenses, arising out of or relating to any claim by an unaffiliated third party (i) alleging that the Customer Data or Software infringes or misappropriates any copyright, patent, trademark, trade secret, right of privacy of an unaffiliated third party, or (ii) that arises or is alleged to have arisen solely out of the gross negligence or intentional misconduct of the indemnifying party (each a "Third Party Claim"). Notwithstanding the foregoing, if the Software becomes the subject of such a claim of infringement then Licensor may, at its option: (x) procure for Customer the right to use the Software free of any liability for infringement; (y) replace or modify the Software to make it non-infringing but with reasonably comparable functionality; or (z) if Licensor determines that the previous two options are not available on a commercially reasonable basis, grant to Customer a credit for the unused portion of any prepaid access rights fees and refund any deposits paid by Customer for the affected Software. Notwithstanding any provision to the contrary herein, Licensor has no liability for any Third Party Claim other than as specified in this Agreement.

(b) Customer shall indemnify, defend and hold harmless Licensor, its shareholders, board of directors, officers, employees, agents and representatives at all times from and after the Effective Date against any liability, loss, damages (including punitive damages), claim, settlement payment, cost and expense, interest, award, judgment, diminution in value, fine, fee, and penalty, or other charge, including reasonable legal expenses, arising out of or relating to (i) any Members failure to comply with Sections 2(b), 2(e) and 7(a) of this Agreement or violation of the Licensor terms of use by any End User or (iii) any violation of this Agreement by Customer's independent contractor(s).

(c) Indemnification Process. The Indemnified Party shall promptly notify the indemnifying party in writing of any Third Party Claim, stating the nature and basis of the Third Party Claim, to the extent known. The indemnifying party shall have sole control over the defense and settlement of any Third Party Claim, provided that, within 15 days after receipt of the above-described notice, the indemnifying party notifies the Indemnified Party of its election to so assume full control. The foregoing notwithstanding, the Indemnified Party shall be entitled to participate in the defense of such Third Party Claim and to employ counsel at its own expense to assist in the handling of such claim, except that the Indemnified Party's legal expenses in exercising this right shall be deemed legal expenses subject to indemnification hereunder to the extent that (x) the indemnifying party fails or refuses to assume control over the defense of the Third Party Claim within the time period set forth above; (y) the Indemnified Party deems it reasonably necessary to file an answer or take similar action to prevent the entry of a default judgment, temporary restraining order, or preliminary injunction against it; or (z) representation of both parties by the same counsel would, in the opinion of that counsel, constitute a conflict of interest. The Indemnifying Party shall not settle any such Third Party Claim without the written consent of the Indemnified Party, except for a complete settlement requiring only the payment of money damages to be paid by the Indemnifying Party.

(d) Sole Remedy. Indemnification pursuant to this Section is the parties' sole remedy for any third party claim against the other party in the nature of gross negligence, intentional misconduct, intellectual property infringement, or invasion of privacy.

12. Disclaimers and Limitations

(a) Disclaimer of Warranties. OTHER THAN AS EXPRESSLY SET FORTH IN THIS AGREEMENT, LICENSOR MAKES NO, AND HEREBY DISCLAIMS ANY, REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, WITH

RESPECT TO THE SOFTWARE, THE SERVICES PROVIDED OR THE AVAILABILITY, FUNCTIONALITY, PERFORMANCE OR RESULTS OF USE OF THE SOFTWARE. WITHOUT LIMITING THE FOREGOING, EXCEPT AS SPECIFICALLY SET FORTH HEREIN, LICENSOR DISCLAIMS ANY WARRANTY THAT THE SOFTWARE, THE SERVICES PROVIDED BY LICENSOR, OR THE OPERATION OF THE SOFTWARE ARE OR WILL BE ACCURATE, ERROR-FREE OR UNINTERRUPTED. LICENSOR MAKES NO, AND HEREBY DISCLAIMS ANY, IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, OF FITNESS FOR ANY PARTICULAR PURPOSE OR ARISING BY USAGE OF TRADE, COURSE OF DEALING OR COURSE OF PERFORMANCE.

(b) Disclaimer of Consequential Damages. LICENSOR HAS NO LIABILITY WITH RESPECT TO THE SOFTWARE, SERVICES, OR ITS OTHER OBLIGATIONS UNDER THIS AGREEMENT OR OTHERWISE FOR CONSEQUENTIAL, EXEMPLARY, SPECIAL, INCIDENTAL, OR PUNITIVE DAMAGES (INCLUDING WITHOUT LIMITATION LOSS OF PROFITS AND THE COST OF COVER) HOWEVER CAUSED AND ON ANY THEORY OF LIABILITY, WHETHER IN BREACH OF CONTRACT, NEGLIGENCE, STRICT LIABILITY, MISREPRESENTATIONS, OR ANY OTHER TORTS EVEN IF LICENSOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

(c) Limitations of Remedies and Liability. EXCEPT FOR ANY CLAIMS SUBJECT TO INDEMNIFICATION HEREUNDER, CUSTOMER'S SOLE REMEDIES FOR ANY BREACH OF THIS AGREEMENT BY LICENSOR ARE CORRECTION OF ERRORS, REPROCESSING OF DATA, AND THE APPLICATION OF ANY SERVICE LEVEL CREDITS AS REQUIRED IN THIS AGREEMENT. EXCEPT FOR SERVICE LEVEL CREDITS APPLIED AS REQUIRED IN SECTION 5 OF THIS AGREEMENT, LICENSOR'S TOTAL FINANCIAL LIABILITY TO CUSTOMER FOR ANY REASON AND UPON ANY CAUSE OF ACTION WHATSOEVER INCLUDING WITHOUT LIMITATION, BREACH OF CONTRACT, NEGLIGENCE, GROSS NEGLIGENCE, RECKLESSNESS, STRICT LIABILITY, MISREPRESENTATIONS, AND OTHER TORTS, IS LIMITED TO ALL FEES PAID TO LICENSOR BY THE CUSTOMER UNDER THIS AGREEMENT DURING THE THREE MONTHS IMMEDIATELY PRECEDING THE EVENTS GIVING RISE TO THE LIABILITY.

13. General

(a) Force Majeure. "Force Majeure Event" means any act or event that (a) prevents a party (the "Nonperforming Party") from performing its obligations or satisfying a condition to the other party's (the "Performing Party") obligations under this Agreement, (b) is beyond the reasonable control of and not the fault of the Nonperforming Party, and (c) the Nonperforming Party has not, through commercially reasonable efforts, been able to avoid or overcome. "Force Majeure Event" does not include economic hardship, changes in market conditions, and insufficiency of funds. If a Force Majeure Event occurs, the Nonperforming Party is excused from the performance thereby prevented and from satisfying any conditions precedent to the other party's performance that cannot be satisfied, in each case to the extent limited or prevented by the Force Majeure Event. When the Nonperforming Party is able to resume its performance or satisfy the conditions precedent to the other party's obligations, the Nonperforming Party shall immediately resume performance under this Agreement. The relief offered by this paragraph is the exclusive remedy available to the Performing Party with respect to a Force Majeure Event.

(b) Assignment. Customer shall not assign any of its rights under this Agreement, except with the prior written consent of Licensor. The preceding sentence applies to all assignments of rights, whether they are voluntary or involuntary, by merger, consolidation, dissolution, operation of law or any other manner. Any change of control transaction is deemed

an assignment hereunder. Any purported assignment of rights in violation of this Section is void.

(c) Governing Law; Venue. The laws of the State of Georgia (without giving effect to its conflict of laws principles) govern all matters arising out of or relating to this Agreement and the transactions it contemplates, including, without limitation, its interpretation, construction, performance, and enforcement. Any claims or actions regarding or arising out of this Agreement must be brought exclusively in a court of competent jurisdiction sitting in Forsyth County, Georgia, and each party to this Agreement submits to the jurisdiction of such courts for the purposes of all legal actions and proceedings arising out of or relating to this Agreement. Licensor and Customer hereby waive, to the full extent permitted by law, any objection that it may now or hereafter have to the laying of venue of any such action in such court and any claim that any such action, suit or proceeding has been brought in an inconvenient forum.

(d) Recovery of Litigation Costs. If any legal action or other proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default or misrepresentation in connection with any of the provisions of this Agreement, the unsuccessful party shall pay to the successful party its reasonable attorneys' fees and other costs incurred in that action or proceeding, in addition to any other relief to which the successful party may be entitled.

(e) Entire Agreement. This Agreement and Exhibit A constitute the final, complete and exclusive expression of agreement between the parties on the matters contained in this Agreement. In the event of any conflicts between this Agreement and any document mutually entered between the parties subsequent to this Agreement, the terms and conditions of this Agreement shall control unless any subsequently entered document expressly states that is shall override a specific provision of this Agreement. All prior and contemporaneous negotiations and agreements between the parties on the matters contained in this Agreement are expressly merged into and superseded by this Agreement. The provisions of this Agreement cannot be explained, supplemented or qualified through evidence of trade usage or a prior course of dealings. In entering into this Agreement, neither party has relied upon any statement, representation, warranty or agreement of any other party except for those expressly contained in this Agreement. There are no conditions precedent to the effectiveness of this Agreement, other than any that are expressly stated in this Agreement.

(f) Notices. All communications or notices required or permitted by this Agreement shall be in writing and shall be delivered both by email and by first class mail and deemed delivered on the date emailed when sent as follows:

If to Licensor: via email to support@cfofxn.com.

 If to Customer: via email used for login.

(g) Amendments. The parties can amend this Agreement only by a written agreement of the parties that identifies itself as an amendment to this Agreement.

(h) Mediation. Except for breach of the covenants contained in Section 10, all disputes and controversies of every kind and nature between the parties to this Agreement arising out of or in connection with the existence, construction, validity, interpretation or meaning, performance, nonperformance, enforcement, operation, breach, continuance, or termination of the Agreement shall first be submitted to mediation pursuant to the procedure set forth in this Section 13(h). Licensor and Customer may demand such mediation in writing within fourteen (14) days after the controversy arises. The parties agree that the mediator shall be appointed by the Atlanta office of the Judicial Arbitration and Mediation Services, Inc. (JAMS). The mediation shall be held at JAMS Atlanta office and concluded within thirty (30) days of the selection of the mediator. The parties shall equally bear the cost of the

mediator but otherwise bear their own costs in connection with the mediation.

(i) <u>Survival of Certain Provisions</u>. Each party hereto covenants and agrees that the provisions in Sections 1, 2(b), 2(e), 3, 7(a), 10, 11, 12 and 13 in addition to any other provision that, by its terms, is intended to survive the expiration or termination of this Agreement, shall survive the expiration or termination of this Agreement.

(j) <u>Authorized Representatives</u>. The individual signing into CFOfxn represents and warrants to the other party that such individual is authorized to enter into this contract on behalf of, and to bind, the party for which he or she is signing. By logging in to CFOfxn you acknowledge, agree and accept the conditions outlined in this agreement.

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Service	Monthly Fee	Hourly Rate
Software License Fee - Up to a combined total of 50 Companies and Divisions created directly by the Customer or End User or at Customer's or End User's request (See Sections 2(a) and 8(a) in the Agreement).	$0 or as agreed in writing	N/A
Software License Fee per Company or Division over the Combined 50 - Companies or Divisions created directly by the Customer or End user or at the Customer's or End User's request in excess of 50 total combined Companies and Divisions files (See Sections 2(a) and 8(a) in the Agreement).	$0 or as agreed in writing	N/A
Service Fee, Training Fee and for all other undefined services provided regarding the Software. (See Sections 4(a) and (d) and other undefined services referenced in the Agreement).	Based Upon Hours Incurred	$0/hr or as agreed in writing
Support Fee - For up to 2 hours per month for which the Customer or End User requests Support. (See Section 4(e)).	$0 or as agreed in writing	N/A
Support Fee - For each hour for which the Customer or End User requests Support in excess of 2 hours. (See Section 4(e)).	Based Upon Hours Incurred	$0/hr or as agreed in writing
Monthly Hosting - Up to a combined total of 50 Companies and Divisions created directly by the Customer or End user or at the Customer's or End User's request. (See Section 5(a)).	$0 or as agreed in writing	N/A
Monthly Hosting per Company or Division over the Combined 50 - Companies or Divisions created directly by the Customer or End user or at the Customer's or End User's request in excess of 50 total combined Companies and Divisions files (See Section 5(a)).	$0 or as agreed in writing	N/A
Tailored Product Enhancements if such are requested (See Section 6(a)).	Based Upon Hours Incurred	$200/hr
Third Party Initiated Expenses (See Section 8(f)).	Based Upon Hours Incurred	$200/hr

By logging in, the Customer agrees to each fee set forth above and further agree that Licensor shall have the sole and exclusive right to raise any of the above stated fees at any time, in any amount, at Licensor's sole and absolute discretion. Unless otherwise raised by Licensor in its sole and absolute discretion, the fees set forth in Sections 2-4 above shall automatically increase each January 1 by 5% over the prior year's hourly or monthly amount.

***End of Document