

AWAREITY, INC.
AWAREITY TERMS OF SERVICE & END-USER AGREEMENT

PLEASE READ THESE TERMS OF SERVICE AND END-USER AGREEMENT CAREFULLY. BY CLICKING “ACCEPT” EACH RECIPIENT/AUTHORIZED USER AGREES TO THESE TERMS OF SERVICE AND END-USER AGREEMENT.

These Terms of Service and End-User Agreement constitute an agreement (this “Agreement”) by and between Awareity, Inc., a Nevada corporation (“Provider”) and each User of Provider’s online Platform-as-a-Service (“Recipient”).

1. Definitions.

- (a) “Account” refers to the Provider’s Service plans and features selected by Recipient through Provider’s customer portal at the time of enrollment and accepted by Provider, as such plans and features may change by mutual consent of the parties, as recorded by Provider through such portal.
- (b) “AUP” refers to Provider’s Acceptable Use Policy, attached hereto as Exhibit D.
- (c) “Authorized User” refers to the Users designated by Recipient and each User requires a User License to access Provider’s Platform-as-a-Service.
- (d) “Data Policy” refers to Provider’s standard data deletion policy, attached hereto as Exhibit B.
- (e) “Effective Date” refers to the date of commencement of the Service as listed on Recipient’s Account.
- (f) “Materials” refers to written, recorded, and graphical content provided by or through the Service, including, without limitation, videos, audio, text, photographs, illustrations, and designs, whether provided by Provider, another customer of the Service, or any other third party.
- (g) “Recipient” refers to the purchasing customer/client.
- (h) “Recipient Data” refers to data in electronic form input, uploaded or collected through the Service by or from Recipient and/or Recipient’s Authorized Users.
- (i) “Privacy Policy” refers to Provider’s privacy policy, attached hereto as Exhibit C.
- (j) “Service” refers to Provider’s Platform-as-a-Service.
- (k) “SLA” refers to Provider’s service level agreement, attached hereto as Exhibit A.

2. Service & Payment.

- (a) Service. Provider will provide the Service to Recipient and its Authorized Users pursuant to this Agreement.
- (b) Payment. Recipient will pay Provider such annual Service fees as are required in Recipient’s Account, which will be due and payable on or before the Effective Date (the “Annual Service

Fee”). The Annual Service Fee may be adjusted by Provider for any Renewal Terms (see section 10 below) by notice from Provider to Recipient sixty (60) days prior to the Effective Date of any such Renewal Term. The Annual Service Fee, as the same may be adjusted pursuant to the foregoing provision, shall be payable on or before the beginning of any Renewal Term.

3. Service Level Agreement.

In the event of any “Service Failure,” as that term is defined in the SLA, Provider will issue Recipient such credits as are required by the SLA. Credits issued pursuant to the SLA apply to outstanding or future payments only and are forfeited upon termination of this Agreement. Provider is not required to issue refunds or to make payments against such credits under any circumstances, including without limitation termination of this Agreement. Credits issued pursuant to the SLA are Recipient’s sole remedy for the Service Failure in question. The SLA is hereby incorporated into this Agreement.

4. Materials, Software, & IP.

- (a) *Materials.* Recipient recognizes and agrees that: (i) the Materials are the property of Provider or its licensors and are protected by copyright, trademark, and other intellectual property laws; and (ii) Recipient does not acquire any right, title, or interest in or to the Materials except the limited and temporary right to use them as necessary for Recipient’s use of the Service.
- (b) *IP in General.* Provider retains all rights, title, and interest in and to the Service, including without limitation all software used to provide the Service and all logos and trademarks reproduced through the Service, and this Agreement does not grant Recipient any intellectual property rights in or to the Service or any of its components.

5. Online Policies.

- (a) *AUP.* Recipient agrees to comply with the AUP. In the event Recipient’s material breaches AUP, including without limitation any copyright infringement, Provider shall provide Recipient with written notice of the purported breach and Recipient shall have thirty (30) days to cure said purported breach. In the event that Recipient fails to cure said purported breach within thirty (30) days of its receipt of such written notice from Provider, Provider may suspend or terminate Recipient’s access to the Service, in addition to such other remedies as Provider may have at law or pursuant to this Agreement. Neither this Agreement nor the AUP requires that Provider take any action against Recipient or any other customer for violating the AUP, but Provider is free to seek any remedies it sees fit.
- (b) *Privacy Policy.* The Privacy Policy applies only to the Service and does not apply to any third party site or service linked to the Service or recommended or referred to through the Service or by Provider’s employees.

6. Each Party's Warranties.

- (a) *Recipient's Identity.* Recipient warrants: (i) that it has accurately identified itself through its Account and will maintain the accuracy of such identification; and (ii) that it is a corporation or other business entity authorized to do business pursuant to applicable law or an individual 18 years or older.
- (b) *Right to Do Business.* Each party warrants that it has the full right and authority to enter into, execute, and perform its obligations under this Agreement and that no pending or threatened claim or litigation known to it would have a material adverse impact on its ability to perform as required by this Agreement.
- (c) *Warranty/Disclaimers.* Provider represents, warrants and covenants that the Service does not infringe or misappropriate upon any patent, copyright, trademark, trade secret or other intellectual property rights, other proprietary right or contractual license right of any third party and shall be delivered to Recipient free and clear of any claim of third party infringement of any intellectual property right or other contractual or proprietary right. Except for the express warranties specified in this section 6, THE SERVICE IS PROVIDED "AS IS" AND AS AVAILABLE, AND PROVIDER MAKES NO WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NONINFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS. Without limiting the generality of the foregoing, (i) Provider does not warrant that the Service will perform without error or immaterial interruption.

7. Indemnification.

To the fullest extent permitted by law, Provider shall hold harmless, indemnify, and defend Recipient, its officers, directors, representatives, designees, agents, subcontractors, and employees from and against any and all claims, demands, actions, suits, losses, liabilities, expenses, and costs, including, without limitation, attorney's fees, that result, or arise: (i) from the breach by Provider of any term or condition of the Provider's Privacy Policy; and (ii) out of any claim by a third party that any Recipient or any Authorized User's use of the Service infringes any patent, copyright, trademark, trade secret or other intellectual property rights. Excepted from the foregoing shall be only those claims, demands, actions, suits, losses, liabilities, expenses, and costs to the extent caused by the Recipient and/or any Authorized User; and Provider shall have no liability or obligation to indemnify Recipient or any Authorized User pursuant to this provision for any claims made by any person if such claim is based upon or caused by a breach of Provider's Privacy Policy that is attributable to or arises out of the action or inaction of Recipient or any Authorized User, or a breach of Recipient's or any Authorized User's security systems, or the unauthorized use of the Recipient's or any Authorized User's password for purposes of gaining access to Provider's Service.

8. Limitation of Liability.

EXCEPT AS SET FORTH IN SECTION 7 ABOVE RELATING TO A BREACH BY PROVIDER OF PROVIDER'S PRIVACY POLICY OR RELATING TO PROVIDER'S IDENMIFICATION OBLIGATIONS

RELATIVE TO A CLAIM OF INTELLECTUAL PROPERTY INFRINGEMENT, IN NO EVENT: (a) WILL PROVIDER'S LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT EXCEED THE ANNUAL SERVICE FEE(S) ACTUALLY PAID BY RECIPIENT TO PROVIDER AND (b) WILL PROVIDER BE LIABLE FOR ANY CONSEQUENTIAL, INDIRECT, SPECIAL, INCIDENTAL, OR PUNITIVE DAMAGES. THE LIABILITIES LIMITED BY THIS SECTION 8 APPLY: (i) TO LIABILITY FOR NEGLIGENCE; (ii) REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT, STRICT PRODUCT LIABILITY, OR OTHERWISE; (iii) EVEN IF PROVIDER IS ADVISED IN ADVANCE OF THE POSSIBILITY OF THE DAMAGES IN QUESTION AND EVEN IF SUCH DAMAGES WERE FORESEEABLE; AND (iv) EVEN IF RECIPIENT'S REMEDIES FAIL OF THEIR ESSENTIAL PURPOSE. If applicable law limits the application of the provisions of this Section 8, Provider's liability will be limited to the maximum extent permissible.

9. Data Management.

- (a) *Access, Use, & Legal Compulsion.* Unless it receives Recipient's prior consent, Provider: (i) will not access or use Recipient Data other than as necessary to facilitate the Service; and (ii) will not give any third party access to Recipient Data, except for those third parties designated by Recipient. Notwithstanding the foregoing, Provider may disclose Recipient Data as required by applicable law or by proper legal or governmental authority. Provider will give Recipient prompt notice of any such legal or governmental demand and reasonably cooperate with Recipient in any effort to seek a protective order or otherwise to contest such required disclosure, at Recipient's expense.
- (b) *Recipient's Rights.* Recipient possesses and retains all right, title, and interest in and to Recipient Data, and Provider's use and possession thereof shall be subject to the terms of this Agreement and applicable law.
- (c) *Retention & Deletion.* Provider will retain all Recipient Data until erased pursuant to the Data Policy.
- (d) *Injunction.* Provider agrees that violation of the provisions of this Section 9 might cause Recipient irreparable injury, for which monetary damages would not provide adequate compensation, and that in addition to any other remedy, Recipient will be entitled to injunctive relief against such breach or threatened breach, without proving actual damage or posting a bond or other security.

10. Term & Termination.

- (a) *Term.* This Agreement will continue for one (1) year following the Effective Date (a "Term"). Thereafter, this Agreement may renew for subsequent terms ("Renewal Terms") of one (1) or more year(s) with the mutual written agreement of both parties. The parties will negotiate in good faith on the financial aspects of this Agreement at the time of possible renewal.
- (b) *Termination for Cause.* Either party may terminate this Agreement for material breach by written notice, effective in 30 days, unless the party in breach first cures such breach. Additionally, in the event Provider notifies Recipient of its intent to change any terms or

conditions relative to the AUP, Data Policy, Privacy Policy or SLAs, then Recipient shall have the option to immediately terminate the Service.

- (c) *Effects of Termination.* The following provisions will survive termination of this Agreement: (i) any obligation of Recipient to pay for Service rendered before termination; (ii) Sections 4, 5(b), 6(c), 7 and 8 of this Agreement; and (iii) any other provision of this Agreement that must survive termination to fulfill its essential purpose.
- (d) *Removal of Recipient's Data.* Upon the termination of this Agreement Recipient will remove or download all of Recipient's Data from the Service within ten (10) business days of the termination of this Agreement; or if Recipient fails to remove or download Recipients Data from the Service within such ten (10) day period, Recipient's Data shall be deemed to have been abandoned by Recipient and thereafter Provider may, in Provider's sole discretion, remove Recipient's Data from the Service without any liability to store or save Recipient's Data for later delivery to Recipient or any third party.

11. Miscellaneous.

- (a) *Notices.* Provider may send notices pursuant to this Agreement to Recipient's contact points listed in Recipient's Account in the manner set forth in Recipient's Account, and such notices will be deemed received by Recipient three (3) business days after such notices are so sent by Provider. Recipient may send notices pursuant to this Agreement to Provider at AdminHelp@Awareity.com, and such notices will be deemed received three (3) business days after such notices are so sent by Recipient.
- (b) *Amendment.* Provider may amend this Agreement (including the SLA and Data Policy) from time to time by posting an amended version at its website and sending Recipient written notice thereof. Such amendment will be deemed accepted and become effective 30 days after such notice (the "Proposed Amendment Date") unless Recipient first gives Provider notice of rejection of the amendment in the manner set forth in 10 (a) above; or, in the event of such rejection, this Agreement will continue under its original provisions, and the amendment will become effective at the start of Recipient's next Term following the Proposed Amendment Date, unless Recipient first terminates this Agreement pursuant to Section 10 above (the "Amendment Effective Date"). Recipient's continued use of the Service following the Amendment Effective Date will confirm Recipient's consent to such amendment. This Agreement may not be amended in any other way except through a written agreement executed by Authorized Representatives of each party. Notwithstanding the foregoing, Provider may amend the AUP or Privacy Policy at any time by posting a new version at its website and sending Recipient notice thereof, and such amended version will become effective three (3) business days after such notice is sent.
- (c) *Independent Contractors.* The parties are independent contractors and will so represent themselves in all regards. Neither party is the agent of the other and neither may bind the other in any way.
- (d) *No Waiver.* Neither party will be deemed to have waived any of its rights under this Agreement by lapse of time or by any statement or representation other than (i) by an Authorized Representative and (ii) in an explicit written waiver. No waiver of a breach of this Agreement will constitute a waiver of any prior or subsequent breach of this Agreement.

- (e) *Force Majeure*. To the extent caused by force majeure, which for clarity's sake is an event or causation beyond the reasonable control of a party, no delay, failure, or default will constitute a breach of this Agreement.
- (f) *Assignment & Successors*. Neither party may assign this Agreement or any of its rights or obligations hereunder without the other's express written consent, except that either party may assign this Agreement to the surviving party in a merger or sale of that party into another entity. Except to the extent forbidden in the previous sentence, this Agreement will be binding upon and inure to the benefit of the respective successors and assigns of the parties.
- (g) This Agreement shall be enforceable according to its terms and conditions.
- (h) *Severability*. In the event that a provision of this Agreement is held to be invalid or otherwise unenforceable, such provision will be interpreted to fulfill its intended purpose to the maximum extent permitted by applicable law, and the remaining provisions of this Agreement will continue in full force and effect.
- (i) *Governing Law; Venue*. This Agreement is deemed to be made under and shall be interpreted in accordance with the laws of the State of Nebraska, excluding its conflict of laws provisions. The parties hereby submit to the jurisdiction and venue of the state and federal courts of the State of Nebraska for purposes of all legal proceedings arising out of or relating to this agreement. The parties hereby irrevocably waive, to the fullest extent permitted by applicable Law, any objection which they may now or hereafter have to the laying of venue of any such proceeding brought in such a court and any claim that any such proceeding brought in such a court has been brought in an inconvenient forum. The parties hereby irrevocably waive any and all rights to trial by jury in any legal proceeding arising out of or relating to this Agreement.
- (j) *Certain Notices*. Pursuant to 47 U.S.C. Section 230(d), Provider hereby notifies Recipient that parental control protections (such as computer hardware, software, or filtering services) are commercially available that may assist in limiting access to material that is harmful to minors. Information regarding providers of such protections may be found on the Internet by searching "parental control protection" or similar terms.
- (k) *Conflicts among Attachments*. In the event of any conflict between the terms of this Agreement and those of the SLA or Data Policy, the terms of this Agreement will govern. In the event of any conflict between this Agreement and any Provider policy posted online, including without limitation the AUP and Privacy Policy, the terms of this Agreement will govern.
- (l) *Entire Agreement*. This Agreement sets forth the entire agreement of the parties and supersedes all prior or contemporaneous writings, negotiations, and discussions with respect to the subject matter hereof. Neither party has relied upon any such prior or contemporaneous communications.

Exhibit A: Awareity, Inc. Service Level Agreement

Service Level Targets

Availability 99%

Network Latency <50ms round trip (dependent upon Recipient's internet connection access and/or speed)_

Packet Loss <1%

(Targets are from the Service Level Agreement of LV.NET who is the hosting agent for Awareity)

Availability

The Service will be made available to Authorized User twenty-four (24) hours a day, seven (7) days a week ("Uptime") less Excusable Downtime. For the purposes of this Agreement, "Excusable Downtime" is defined as that period of time when the Services are not available to Authorized User(s) due to scheduled network, hardware or service maintenance and/or upgrades. Except in cases of emergency, Authorized User shall be provided a one (1) business day advance notification of such maintenance and/or upgrade. In cases of emergency, Provider will use its best efforts to notify Authorized User of a planned Downtime as soon as practicable. Maintenance or upgrades are not to exceed thirty-six (36) hours in duration in a single month and best efforts will be made to schedule maintenance outside of Monday through Friday, between the hours of 7:00 a.m. and 8:00 p.m. Eastern Time.

Non-Excusable Downtime

Non-Excusable Downtime is when the Service is unavailable for more than forty eight (48) consecutive hours or if more than five (5) confirmed outages, each consisting of at least one (1) hour of unavailability occurs within a thirty (30) day period.

If non-Excusable Downtime exceeds the parameters listed above, the Provider will credit the Authorized User a pro-rated percentage of the total recurring fees based on the amount of the non-Excusable Downtime compared to the total uptime for the month. Credits issued pursuant to the SLA apply to outstanding or future payments only and are forfeited upon termination of this Agreement. Provider is not required to issue refunds or to make payments against such credits under any circumstances, including without limitation termination of this Agreement.

Exhibit B: Awareity, Inc. Data Policy

Provider agrees that all data of Recipient is intended solely for the business of the Authorized Users and is considered private data.

Industry standard encryption techniques will be used when data is transmitted to Service by Authorized User(s).

Authorized User(s) will be required to utilize their login ID and their personal password to access the Service and the data within the Service. All passwords are encrypted and not accessible to Authorized User(s) or Provider. Multi-factor authentication can also be enabled for Authorized Users.

Physical security measures include securing all data on a secure server, in locked data cabinets within a secure facility (Tier III) located within the United States. Access to facilities housing the Service and data is restricted to only allow access to personnel and agents of Provider who have a need to access in connection with operation and support of the Service.

Service Provider shall store a backup of data in an off-site hardened facility, located within the United States no less than daily, maintaining the security of the data.

Retention of data and User Activity Reports, Progress Reports, Certification Reports, and Other Reports will be stored for at least 7 years due to certain regulatory mandates.

All rights, title and interest in and to any data relating to Recipient's business shall remain the property of Recipient/Authorized User, whether or not supplied to Provider or uploaded into the Service. Nothing in this Data Policy or Agreement shall be construed as conveying any rights or interest in data to Provider. Upon termination of Service, Authorized User will have access to their data and will be responsible for downloading Authorized User's data.

Exhibit C: Awareity, Inc. Privacy Policy

Provider may collect Recipient and Authorized User-specific data only as necessary to provide the Services ordered by Recipient or an Authorized User. No information provided by Recipient or an Authorized User shall be disclosed, provided, rented or sold to any third party by Provider for any reason unless such disclosure is authorized by Recipient or such Authorized User, or required by law or regulation or by an order of a court of competent jurisdiction. This obligation shall extend beyond the term of the Agreement. Provider and its employees, subcontractors, partners, agents and third party providers take all necessary and reasonable measures to ensure that the Service and any related deliverables do not include any degradation, known security vulnerabilities, or breach of privacy or security. Provider agrees to notify Recipient of any occurrence of such as soon as possible after discovery and provide Recipient/Authorized User with fixes or upgrades for security vulnerabilities within 30 days of discovery.

Exhibit D: Awareity, Inc.
Acceptable Use Policy

- i. Recipient/Authorized User will use commercially reasonable efforts to ensure that Service Users/Authorized Users comply with all of the terms and conditions hereof.
- ii. Recipient/Authorized User is responsible for protecting User passwords and for any authorized and unauthorized use made of the passwords. Authorized User will fully cooperate with law enforcement authorities in the detection and prosecution of illegal activity related to unauthorized use of the Licensed Services.
- iii. Authorized User is responsible for input of Content into Service and Authorized User will be responsible for keeping said Content current and accurate.
- iv. Recipient/Authorized User shall not reverse engineer, decompile, disassemble, or otherwise attempt to derive source code or other trade secrets from any of the software comprising or in any way making up a part of the Service.
- v. Recipient/Authorized User shall not directly or indirectly copy or reproduce all or any part of the Service, whether electronically, mechanically or otherwise, in any form including, but not limited to, the copying of presentation, style or organization, without prior written permission from Provider; provided, however, an Recipient/Authorized User may reproduce and distribute any Service output generated from the relevant Recipient/Authorized User Content, and an Service User/Authorized User may reproduce and distribute any Service output generated pursuant to the permissions set forth in the applicable Recipient/Authorized User's order.
- vi. Recipient/Authorized User shall not rent, lease, sublicense, resell for profit, loan, distribute, network or modify the Service or any component thereof, provided as part of the Licensed Services, except as otherwise authorized by Provider. However, an Recipient/Authorized User may reproduce and distribute any Service output (e.g., reports) generated by Recipient/Authorized User using the Service, and a Service User/Authorized User may reproduce and distribute any reports or output generated by the Service User/Authorized User using the Service and pursuant to the permissions in the applicable Recipient/Authorized User's order.
- vii. Recipient/Authorized User shall only use the Service in the normal course of business, in connection with, and as part of, the Licensed Services.
- viii. Recipient/Authorized User shall not attempt to gain unauthorized access to the Service or Licensed Services, other user accounts, computer systems or networks connected to the Licensed Services;
- ix. Recipient/Authorized User shall not remove, obscure or alter Provider's proprietary notices, disclaimers, trademarks, or other proprietary rights notices of any kind affixed or contained in the Service or Licensed Services or any written or electronic report, output or result generated in connection with the Licensed Services;
- x. Recipient/Authorized User shall take reasonable care not to, and shall not intentionally or knowingly, use the Service to post, transmit, distribute, store or destroy any information: (i) in violation of any applicable law, statute, ordinance or regulation; (ii) in a manner that shall infringe the intellectual property rights of others; (iii) that is defamatory or trade libelous, or (iv) that contains any Computer Viruses.
- xi. Recipient/Authorized User shall not use the Service for any illegal, obscene, offensive or immoral purpose.