



LOGIWA MASTER SUBSCRIPTION SERVICES AGREEMENT

IMPORTANT – READ CAREFULLY: This Logiwa Master Subscription Services Agreement (the “Agreement”) is a legal agreement between you (an individual or a single entity (“Customer”) and Logiwa Technology Inc (“Logiwa”). Logiwa, with its principal place of business at 330 N. Wabash Street 23rd Floor Chicago, IL 60611 Is willing to grant Customer access to the Logiwa Service on the condition that Customer accept the terms of this Agreement.

For good and valuable consideration, the receipt and sufficiency of which is acknowledged, the parties agree as follows:

1. DEFINITIONS

1.1 “Affiliate” means any entity that directly or indirectly controls, is controlled by, or is under common control with the subject entity. “Control,” for purposes of this definition, means direct or indirect ownership or control of more than 50% of the voting interests of the subject entity.

1.2 “Confidential Information” means all written or oral information, disclosed by either party to the other, related to the operations of either party or a third party that has been identified as confidential or that by the nature of the circumstances surrounding disclosure ought reasonably to be treated as confidential. Confidential Information shall include, without limitation, the terms, conditions and pricing of this Agreement, any Order Forms, the Customer Data, and the Logiwa Service.

1.3 “Customer Data” means the data and content made available to the Logiwa Service by or on behalf of Customer.

1.4 “Logiwa Service” means the online, web-based application described in an Order Form and provided by Logiwa.

1.5 “Order Form” means an ordering document executed by the parties that specifies the Logiwa Service made available to Customer or Customer’s Affiliate by Logiwa under the terms and conditions of this Agreement. Each Order Form shall incorporate this Agreement by reference. By entering into an Order Form hereunder, Customer’s Affiliate agrees to be bound by the terms of this Agreement as if it were an original party hereto.

1.6 “Professional Services” means certain consulting, implementation and technical services that may be provided by Logiwa from time to time under this Agreement, as described in the Order Form.

1.7 “Support Services” means the support services provided by Logiwa that is included in the Logiwa Service.

1.8 “Subscription Term” means the period identified in the Order Form during which Users are authorized to use or access the Logiwa Service pursuant to the terms set forth in this Agreement, unless terminated as set forth in Section 7.

1.9 “Users” means any individual authorized by Customer to access the Logiwa Service subject to the terms of this Agreement. Users may include Customer’s employees, independent contractors and Customer’s clients’ employees and independent contractors.

2. PROVISION OF LOGIWA SERVICE AND SUPPORT SERVICES

2.1 Provision of Logiwa Service. Logiwa shall make the Logiwa Service available to Customer pursuant to this Agreement and the relevant Order Forms during the Subscription Term. Customer agrees that the Logiwa Service, the Professional Services and the Support Services purchased hereunder are neither contingent on the delivery of any future functionality or features nor dependent on any oral or written public comments made by Logiwa regarding future functionality or features. Subject to compliance with the provisions of this Agreement and the relevant Order Forms, Logiwa grants to Customer a limited, non-sublicensable, non-exclusive, non-transferable right during the Subscription Term to allow its Users to access and use the Logiwa Service in accordance with the documentation supplied by Logiwa, solely for Customer’s internal business purposes. Customer shall be responsible for its Users’ compliance with the terms of this Agreement.

2.2 Support and Service Levels. Subject to the terms hereof, Logiwa shall provide support services for the Logiwa Service and make the Logiwa Service available to Customer, each in accordance with its [Service Availability and Support terms](#).

2.3 Additional Users. Customer may replace former Users who no longer use or need access to the Logiwa Service with new Users, but may not allow more than one User to use the same login or otherwise share access to the Logiwa Service.

3. RESTRICTIONS AND RESPONSIBILITIES

3.1 Customer Responsibilities. Customer shall use commercially reasonable efforts to prevent unauthorized access to, or use of, the Logiwa Service, and notify Logiwa promptly of any such unauthorized use known to Customer. Customer shall be responsible for

the security of all access protocols required in order to access the Logiwa Service through its account. Customer shall have the sole responsibility for the accuracy, quality, integrity, legality, reliability, and appropriateness of its Customer Data.

3.2 Restrictions. Customer will not, directly or indirectly (i) reverse engineer, decompile, disassemble or otherwise attempt to discover the source code, object code or underlying structure, ideas, know-how or algorithms relevant to the Logiwa Service or any software, documentation or data related to the Logiwa Service; (ii) allow third parties other than Users to gain access to the Logiwa Service; (iii) reproduce, modify, translate, or create derivative works based on the Logiwa Service, or any underlying ideas, technology, or any portion thereof; (iii) rent, sell, lease, license, sublicense, transfer, assign (except as permitted in section 11.5), distribute, use the Logiwa Service for timesharing or service bureau purposes or otherwise for the benefit of a third party other than to Users or as otherwise contemplated by this Agreement; or (iv) remove any proprietary notices or labels from the Logiwa Service. In addition, Customer and its Users shall not use the Logiwa Service to: (a) interfere with or disrupt the integrity or performance of the Logiwa Service or the data contained therein or (b) attempt to gain unauthorized access to the Logiwa Service, computer systems or networks related to the Logiwa Service. Customer will ensure that its use of the Logiwa Service complies with all applicable laws, statutes, regulations or rules. Although Logiwa has no obligation to monitor Customer's use of the Logiwa Service, Logiwa may do so and may prohibit any use of the Logiwa Service it believes may be (or alleged to be) in violation of the foregoing.

3.3 Export Control. The Logiwa Service may be subject to export laws and regulations of the United States and other jurisdictions. Each party represents that it is not named on any U.S. government denied-party list. Customer and its Users shall not access or use the Logiwa Service in violation of any U.S. embargo or in violation of any U.S. export law or regulation.

3.4 Equipment. Customer shall be responsible for obtaining and maintaining any equipment and ancillary services needed to connect to, access or otherwise use the Logiwa Service, including, without limitation, modems, hardware, servers, software, operating systems, networking, and web servers.

4. PROPRIETARY RIGHTS

4.1 Ownership and Use of Customer Data. Subject to the limited rights expressly granted hereunder, Customer owns all right, title and interest in and to the Customer Data, as well as any data that is based on or derived from the Customer Data and provided to Customer as part of the Logiwa Service. Customer hereby grants to Logiwa a non-exclusive, non-transferable right and license to copy and use the Customer Data as reasonably required to provide the Logiwa Service, the Support Services and the Professional Services.

4.2 Ownership of the Logiwa Service; Reservation of Rights. Subject to the limited rights expressly granted hereunder, Logiwa owns and reserves all right, title and interest in and to the Logiwa Service, the underlying software, the Support Services, all improvements, enhancements or modifications thereto, and all intellectual property rights related to any of the foregoing. No rights are granted to Customer hereunder other than as expressly set forth in this Agreement.

4.3 Feedback. Customer shall, and hereby does, grant Logiwa a royalty-free, worldwide, transferable, sublicensable, irrevocable, perpetual license to use or incorporate into the Logiwa Service any suggestions, enhancement requests, recommendations or other feedback provided by Customer or its Users relating to the Logiwa Service (collectively "Feedback"). Customer shall have no obligation to provide any Feedback.

4.4 Usage Data. Logiwa shall have the right to collect and analyze data and other information relating to the provision, use and performance of various aspects of the Logiwa Service and related systems and technologies, and Logiwa will be free (during and after the term hereof) to (i) use such information and data to improve and enhance the Logiwa Service and for other development, diagnostic and corrective purposes in connection with the Logiwa Service and other Logiwa offerings, and (ii) disclose such data solely in aggregate or other de-identified form in connection with its business.

5. CONFIDENTIALITY

5.1 Ownership of Confidential Information. Each party (the "Receiving Party") understands that during the performance of this Agreement the other party (the "Disclosing Party") may disclose Confidential Information. Both parties agree that all items of Confidential Information are proprietary to the Disclosing Party and will remain the sole property of the Disclosing Party. Confidential Information of Logiwa includes non-public information regarding features, functionality and performance of the Logiwa Service. Confidential Information of Customer includes non-public data provided by Customer to Logiwa to enable the provision of the Logiwa Service.

5.2 Mutual Confidentiality Obligations; Exceptions; Remedies. The Receiving Party agrees: (i) to use the same degree of care that it uses to protect the confidentiality of its own confidential information of like kind (but not less than reasonable care), and (ii) not to use (except in the provision of the Logiwa Service or as otherwise permitted herein) or divulge to any third person any such Confidential Information. The Disclosing Party agrees that the foregoing shall not apply with respect to any information after five (5) years following the disclosure thereof or any information that the Receiving Party can document (a) is or becomes generally available to the public, or (b) was in its possession or known by it prior to receipt from the Disclosing Party, or (c) was rightfully disclosed to it without restriction by a third party, or (d) was independently developed without use of any Confidential Information of the Disclosing Party. A disclosure by one party of Confidential Information of the other party to the extent required by law shall not be considered a breach of this Agreement, provided the party so compelled promptly provides the other party with prior notice of such compelled disclosure (to the

extent legally permitted) and provides reasonable assistance, at the other party's cost, if the other party wishes to contest the disclosure. If the Receiving Party discloses or uses (or threatens to disclose or use) any Confidential Information of the Disclosing Party in breach of this section, the Disclosing Party shall have the right, in addition to any other remedies available, to seek injunctive relief to enjoin such acts, it being acknowledged by the Parties that any other available remedies are inadequate.

6. PAYMENT OF FEES

6.1 Fees. Customer will pay to Logiwa, without offset or deduction, the applicable fees described in the Order Form for the Logiwa Service (the "Fees"). All Fees are due upon execution of the Order Form and payments shall be made by credit card. Payment obligations are non-cancelable and fees paid are non-refundable. Fees for the Logiwa Service are based on the number of Users and the sales package purchased and not actual usage. If Customer believes that Logiwa has billed Customer incorrectly, Customer must contact Logiwa no later than fifteen (15) days after the closing date on the first billing statement in which the error or problem appeared, in order to receive an adjustment or credit. Inquiries should be directed to Logiwa's accounting department, accounting@logiwa.com. Unpaid amounts are subject to a finance charge of 1.5% per month on any outstanding balance, or the maximum permitted by law, whichever is lower, plus all expenses of collection and may result in immediate termination of the Logiwa Service. In addition, if Customer fails to pay undisputed amounts in accordance with the terms and conditions hereof and the applicable Order Form, following four (4) business days notice and opportunity to cure, Logiwa shall have the right, in addition to any of its other rights or remedies, to suspend the Logiwa Service to Customer, without liability to Customer, until such amounts are paid in full.

6.2 Taxes. Unless otherwise stated, fees do not include any local, state, federal or foreign taxes, levies, duties or similar governmental assessments of any nature, including value-added, use or withholding taxes (collectively, "Taxes"). Customer shall be responsible for paying all Taxes associated with its purchases hereunder other than taxes based on Logiwa's net income or property.

7. TERM AND TERMINATION

7.1 Term of Agreement. The term of this Agreement will commence on the Effective Date and will continue until expiration or termination of the Subscription Terms set forth in all Order Forms hereunder.

7.2 Term of Subscriptions. This Agreement is for the initial Subscription Term as specified in the Order Form, and shall be automatically renewed for additional one (1) year Subscription Terms after the initial Subscription Term, unless either party provides written notice of its intent not to renew to the other party at least thirty (30) days prior to the expiration of the then-current Subscription Term. Logiwa will increase Fees for the Logiwa Service on an annual basis at the beginning of each Subscription Term, provided that such Fees shall increase by 2.5% over the Fees paid in the prior term."

7.3 Termination. In addition to any other remedies it may have, either party may terminate this Agreement if the other party materially breaches any of the terms or conditions of this Agreement and fails to cure such breach within thirty (30) days of receipt of written notice of such material breach from the non-breaching party. Upon any termination, (i) Logiwa will make all Customer Data available to Customer for electronic retrieval for a period of thirty (30) days, but thereafter Logiwa may, but is not obligated to, delete stored Customer Data; (ii) Customer will immediately discontinue all use of the Logiwa Service; and (iii) Customer will promptly pay to Logiwa all amounts due and payable under this Agreement.

7.4 Survival. All sections of this Agreement which by their nature should survive termination will survive termination, including, without limitation, accrued rights to payment, confidentiality obligations, warranty disclaimers, and limitations of liability.

8. WARRANTY AND DISCLAIMER

8.1 Warranties. Each party hereby warrants (a) that it is duly organized, validly existing and in good standing under the laws of its jurisdiction of incorporation or organization; (b) that, to such party's knowledge, the execution and performance of this Agreement will not conflict with or violate any provision of any law having applicability to such party; and (c) that this Agreement, when executed and delivered, will constitute a valid and binding obligation of such party and will be enforceable against such party in accordance with its terms. Logiwa shall use reasonable efforts consistent with prevailing industry standards to maintain the Logiwa Service in a manner which minimizes errors and interruptions in the Logiwa Service and shall perform any Professional Services in a professional and workmanlike manner.

8.2 Disclaimer. EXCEPT AS EXPRESSLY SET FORTH IN SECTION 8.1, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE LOGIWA SERVICE, THE SUPPORT SERVICES AND THE PROFESSIONAL SERVICES ARE PROVIDED "AS IS" AND LOGIWA DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. LOGIWA DOES NOT WARRANT THAT THE LOGIWA SERVICE WILL BE UNINTERRUPTED OR ERROR FREE; NOR DOES IT MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE LOGIWA SERVICE.

9. INDEMNITY

9.1 Indemnification by Logiwa. Logiwa agrees to defend, at its expense, Customer from and against any third party claims, demands, suits or proceedings ("Claims") alleging that the Logiwa Service directly infringes a U.S. patent, copyright or misappropriates

such third party's trade secrets. In addition, Logiwa shall indemnify and hold Customer harmless against all losses, liabilities, costs (including reasonable attorneys' fees) or damages finally awarded to such third party pursuant to such Claims, or agreed to in a written settlement agreement signed by Logiwa; provided that Customer promptly notifies Logiwa in writing of the Claim, reasonably cooperates with Logiwa, and allows Logiwa sole authority to control the defense and settlement of such Claim. If such a Claim is made or appears possible, Customer agrees to permit Logiwa, at Logiwa's sole discretion, to obtain a license to permit Customer to continue to use the Logiwa Service, or to modify or replace any allegedly infringing material to make it non-infringing. If Logiwa determines that none of these alternatives is reasonably available, Logiwa may terminate the Agreement as to the allegedly infringing material and refund to Customer any prepaid, unused fees applicable to the remaining portion of the Subscription Term of the Logiwa Service following the effective date of termination. This Section 9.1 shall not apply if the alleged infringement arises, in whole or in part, from (i) modification of the Logiwa Service by Customer; or (ii) combination, operation or use of the Logiwa Service with other software, hardware, data or technology not provided by Logiwa or at Logiwa's direction, or with Customer Data. This Section 9.1 sets forth Logiwa's entire liability and Customer's exclusive remedies in the event of any claim of infringement or misappropriation.

9.2 Indemnification by Customer. Customer agrees to defend, at its expense, Logiwa from and against any Claims arising from or related to the Customer Data, or Customer's use of the Logiwa Service in violation of this Agreement. In addition, Customer shall indemnify and hold Logiwa harmless against all losses, liabilities, costs (including reasonable attorneys' fees) or damages finally awarded to such third party pursuant to such Claims, or agreed to in a written settlement agreement signed by Customer; provided that Logiwa promptly notifies Customer in writing of the Claim, reasonably cooperates with Customer, and allows Customer sole authority to control the defense and settlement of such Claim.

10. LIMITATION OF LIABILITY

NOTWITHSTANDING ANYTHING TO THE CONTRARY, EXCEPT FOR BODILY INJURY OF A PERSON, OR EITHER PARTY'S INDEMNIFICATION OBLIGATIONS PURSUANT TO SECTION 9, IN NO EVENT WILL EITHER PARTY BE RESPONSIBLE OR LIABLE WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT OR TERMS AND CONDITIONS RELATED THERETO UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHER THEORY: (A) FOR ERROR OR INTERRUPTION OF USE OR FOR LOSS OR INACCURACY OR CORRUPTION OF DATA OR COST OF PROCUREMENT OF SUBSTITUTE GOODS, SERVICES OR TECHNOLOGY OR LOSS OF BUSINESS; (B) FOR ANY INDIRECT, EXEMPLARY, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES; (C) FOR ANY MATTER BEYOND EITHER PARTY'S REASONABLE CONTROL; OR (D) FOR ANY AMOUNTS THAT, TOGETHER WITH AMOUNTS ASSOCIATED WITH ALL OTHER CLAIMS, EXCEED THE FEES PAID BY CUSTOMER TO LOGIWA FOR THE LOGIWA SERVICE UNDER THIS AGREEMENT IN THE 12 MONTHS PRIOR TO THE ACT THAT GAVE RISE TO THE LIABILITY, IN EACH CASE, WHETHER OR NOT SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

11. MISCELLANEOUS

11.1 Entire Agreement. This Agreement is the complete and exclusive statement of the mutual understanding of the parties and supersedes and cancels all previous written and oral agreements, communications and other understandings relating to the subject matter of this Agreement.

11.2 Independent Contractors. In making and performing this Agreement, Customer and Logiwa shall act at all times as independent contractors, and, except as expressly set forth herein, nothing contained in this Agreement will be construed or implied to create an agency, partnership or employer and employee relationship between them. Except as expressly set forth herein, at no time will either party make commitments or incur any charges or expenses for, or in the name of the other party.

11.3 Notices. All notices required by or relating to this Agreement will be in writing and will be sent by means of overnight courier or certified mail, postage prepaid, to the Parties at their respective addresses set forth in the preamble to this Agreement, or addressed to such other address as the receiving party may have given by written notice in accordance with this provision. All notices required by or relating to this Agreement may also be communicated by email, provided that the sender receives and retains confirmation of successful transmittal to the recipient. In the event that either party delivers any notice by means of email in accordance with the preceding sentence, such party will promptly thereafter send a duplicate of such notice in writing by means of certified mail, postage prepaid, to the receiving party, addressed as set forth above or to such other address as the receiving party may have previously substituted by written notice to the sender.

11.4 Amendments; Modifications. Logiwa reserves the right to modify the terms and conditions of this Agreement, including any referenced policies and other documents, effective upon the commencement of any renewal term.

11.5 Assignment. Neither party shall assign this Agreement, in whole or in part, without the express, prior written consent of the other party, (which consent shall not be unreasonably withheld), and, absent such consent, any attempted assignment or delegation will be null, void and of no effect. Notwithstanding the foregoing, either party may freely assign this Agreement in its entirety (including all Order Forms), upon notice and without the consent of the other party, to its successor in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets.

11.6 No Third Party Beneficiaries. The Parties acknowledge that the covenants set forth in this Agreement are intended solely for

the benefit of the Parties, their successors and permitted assigns. Nothing herein, whether express or implied, will confer upon any person or entity, other than the Parties, their successors and permitted assigns, any legal or equitable right whatsoever to enforce any provision of this Agreement.

11.7 Non-solicitation. During the term of this Agreement and continuing for two (2) years after its termination, Customer shall not, without the express prior written consent of Logiwa (which may be arbitrarily withheld), employ or retain in a consultant capacity any personnel of Logiwa who provides any Professional Services to Customer.

11.8 Customer Reference. The parties shall work together in good faith to issue at least one mutually agreed upon press release within ninety (90) days of the Effective Date, and Customer otherwise agrees to reasonably cooperate with Logiwa to serve as a reference account upon request.

11.9 Severability. If any provision of this Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect and enforceable.

11.10 Waiver. No waiver under this Agreement will be valid or binding unless set forth in writing and duly executed by the party against whom enforcement of such waiver is sought. Any such waiver will constitute a waiver only with respect to the specific matter described therein and will in no way impair the rights of the party granting such waiver in any other respect or at any other time. Any delay or forbearance by either party in exercising any right hereunder will not be deemed a waiver of that right.

11.11 Force Majeure. Except with respect to payment obligations hereunder, if a party is prevented or delayed in performance of its obligations hereunder as a result of circumstances beyond such party's reasonable control, including, by way of example, war, riot, fires, floods, epidemics, or failure of public utilities or public transportation systems, such failure or delay will not be deemed to constitute a breach of this Agreement, but such obligation will remain in full force and effect, and will be performed or satisfied as soon as reasonably practicable after the termination of the relevant circumstances causing such failure or delay, provided that if such party is prevented or delayed from performing for more than ninety (90) days, the other party may terminate this Agreement upon thirty (30) days' written notice.

11.12 Governing Law, Venue, Attorneys' Fees. This Agreement shall be governed and controlled in accordance with the laws of the State of Illinois, without regard to conflicts of law principles that would apply the laws of any other jurisdiction. The United Nations Convention on the International Sale of Goods does not apply to this Agreement. The state and federal courts located in Chicago, Illinois shall have exclusive jurisdiction to adjudicate any dispute arising out of or relating to this Agreement. Each party hereby consents to the exclusive jurisdiction of such courts and waives any objection it might otherwise have to venue, personal jurisdiction, inconvenience of forum, and any similar doctrine. Each party also hereby waives any right to jury trial in connection with any action or litigation in any way arising out of or related to this Agreement. In any action to enforce this Agreement the prevailing party will be entitled to recover its costs and attorneys' fees.

11.13 U.S. Government End-Users. The Logiwa Service is a "commercial item" as that term is defined at 48 C.F.R. 2.101, consisting of "commercial computer software" and "commercial computer software documentation" as such terms are used in 48 C.F.R. 12.212. Consistent with 48 C.F.R. 12.212 and 48 C.F.R. 227.7202-1 through 227.7202-4, all U.S. Government end users acquire the Logiwa Service with only those rights set forth therein.

11.14 Counterparts. This Agreement may be executed in any number of counterparts, each of which when so executed will be deemed to be an original and all of which when taken together will constitute one Agreement. A facsimile, PDF or any other type of copy of an executed version of this Agreement signed by a party is binding upon the signing party to the same extent as the original of the signed Agreement.