

PATDEK SERVICES AGREEMENT

This Agreement governs your acquisition and use of Platform Services. You may select Platform Services either on-line or through a Patdek Order Document. The Order Document you submit to Patdek specifies Platform Services selected, charges and details of an order. The Order Document, the Service Description(s) for the selected Platform Service(s) and this Agreement will constitute the complete agreement for the Platform Services. Any prior discussions or representations regarding Platform Services are superseded. Any reliable reproduction of this Agreement is considered an original.

Service Performance and Commitments

When Patdek accepts your Order Document for a Platform Service, Patdek will provide you the entitlements specified in the Order Document. You may access the Platform Service from any location via a network connection. Platform Services

are designed to be available 24/7 subject to maintenance. You will be notified of scheduled maintenance. Service Level commitments, if applicable, are specified in the Service Description. In addition, some Platform Services include entitlement to use enabling software on your machines. If applicable, descriptions and details of the software and permitted use granted by Patdek or third parties will be included in the Service Description.

You may access and use each Platform Service that you order only to the extent of entitlements acquired by you. You are responsible for use of Platform Services by any party who accesses the Service with your account credentials.

Patdek does not authorize use of any Platform Service for any unlawful or inappropriate purposes, such as gambling, obscenity, pornography, violence, misappropriation, unauthorized access or interference, viruses or harmful code, harassment, unsolicited or deceptive messages, or

evading filters. Any such use is prohibited. Unless expressly provided in this Agreement, you are not authorized to use the Platform Services to provide hosting or timesharing services to any third party.

Integration, Configuration and Custom Services

Patdek may offer additional standard customization and configuration Services. Such Services are detailed in an additional Service Description and may be ordered pursuant to the Order Document. At your request, Patdek may perform additional custom services, as specified in a mutually agreed Statement of Work.

Confidentiality and Data Protection

Each Platform Service is designed to protect the proprietary content that you input into the Platform Service and to provide for access and use of such content only in accordance with the provision of the Platform Service. Except as otherwise specified in a Service Description, Platform Services limit access and use of your proprietary

content to Patdek employees and contractors as needed to deliver the Platform Service. Patdek will not disclose your proprietary content, and will return or destroy your content upon the expiration or cancellation of the Platform Service, or earlier upon your request. Patdek reserves the right to charge for certain activities performed at your request or direction (such as delivering content in a specific format).

The Service Description for each Platform Service describes the security functions and features applicable to the Platform Service. Patdek Platform Services comply with the US-EU and US-Swiss Safe Harbor Frameworks, unless otherwise specified in the Service Description. Patdek agrees to provide you notice of any unauthorized third party access to your content of which we become aware and to provide reasonable efforts to remediate identified security vulnerabilities. If your content is lost or damaged, Patdek will assist you in restoring the content to the Platform Service from your last available backup copy in compatible format.

Some of your content or other data may be subject to governmental regulation or otherwise may require security measures beyond those specified by Patdek for the Platform Service. You agree not to input such content in the Platform Services or to otherwise provide such data in conjunction with other Services unless we have first agreed in writing to provide additional required security measures. You are responsible for all necessary permissions to include the content in the Platform Service and you grant Patdek permission to use, store and process the content in the delivery of the Platform Services.

Charges, Payments & Taxes

You agree to pay all applicable charges for a Service as set forth in the Agreement and any charges for use in excess of entitlements, any custom, duty, tax (including withholding tax), levy or fee imposed by any authority resulting from your purchase or use of a Service, and any late payment fees. Unless specified otherwise in an Order Document, amounts are due upon

receipt of the invoice and payable electronically within 30 days of the invoice date to an account specified by Patdek.

Changes

Patdek may modify the computing environment used to provide a Platform Service, provided that such change does not degrade the functionality or the security features of the Platform Service. Other changes to the Service Description made by Patdek will not apply until any agreed renewal or extension.

Term, Termination, Suspension

The term of a Platform Service is described in the Service Description or Order Document. Any renewal terms for a Platform Service will be as otherwise specified in the Service Description or Order Document. Patdek may withdraw a Platform Service on 12 months' notice, or as specified in the Service Description, and Patdek will either continue to provide the Platform Service for the remainder of your unexpired term or work with you to

migrate to another Patdek Service. Patdek may suspend, revoke or limit use of a Platform Service if in Patdek's sole discretion there is a breach of security, breach of your obligations under the Agreement or violation of law. Charges will continue to accrue for the Platform Service during any suspension. If the cause of the suspension is reasonably capable of being remedied, Patdek will provide you notice of what actions you must take to reinstate the Platform Service. If you fail to take such actions within a reasonable time, Patdek may terminate the Platform Service.

Liability and Indemnity

Patdek's entire liability for all claims in the aggregate arising from your use of a Platform Service acquired hereunder will not exceed the amount of any actual direct damages up to the amounts paid in the prior 12 months for the Platform Service that is the subject of the claim, regardless of the basis of the claim. This limit applies collectively to Patdek, its subsidiaries and contractors. Patdek will not be liable for

special, incidental, exemplary, indirect or economic consequential damages, lost profits, business, revenue, goodwill, or anticipated savings.

If a third party asserts in a litigation against you that a Service acquired hereunder infringes that party's patent or copyright, Patdek will defend you against that claim and pay damages that a court finally awards against you or that are included in a settlement approved by Patdek, provided that you promptly notify Patdek in writing of the claim, supply information requested by Patdek, and allow Patdek to control the defense and settlement. Patdek reserves the right to modify or replace the Service with an equivalent non-infringing one or, if replacement is not reasonably available, to discontinue the Platform Service and provide a credit for any pre-paid unexpired term. Patdek has no liability for claims that include, in whole or part, items not provided by Patdek. You are responsible for any violation of law or any third party rights caused by your content or, except as provided in this paragraph, your use of the Service.

Warranties and Disclaimers

Patdek warrants it will provide the Platform Service using commercially reasonable care and skill in accordance with the Services Description. The warranty period is the term of the Service.

Patdek does not warrant uninterrupted or error-free operation of a Platform Service. These warranties are the exclusive warranties from Patdek. They replace all other warranties, including the implied warranties or conditions of satisfactory quality, merchantability, non-infringement, and fitness for a particular purpose.

Compliance with Laws

Each party remains responsible for complying with laws, rules and regulations applicable to its business, use of a Platform Service, and content, including applicable export and import laws. A Platform Service is delivered in, and the choice of forum and law

(without regard to conflict of laws) is the country and state in which you ordered the Platform Services.

General

Patdek may use global resources (personnel, affiliates, and resources in locations worldwide) and third party suppliers to support the delivery of Platform Services. Assignment of this Agreement and the rights and obligations under it, including entitlements to the Platform Service, is not permitted except to a subsidiary or to a successor organization by merger or acquisition. Assignment by Patdek in conjunction with the sale of the portion of Patdek's business that includes the Platform Service is not restricted.

Patdek Business Partners are independent from Patdek and unilaterally determine their prices and terms. Patdek is not responsible for their actions, statements or the offerings they provide under their agreements.

Agreed to:

By_____ Authorized signature

Name (type or print):

Date:

Client address:

PATDEK

By_____ Authorized signature

Name (type or print):

Date:

Patdek Software, LLC | 3140 Washington Blvd. #207 | Arlington, VA 22201

After signing, please return a copy of this Acceptance Document to the "Patdek Company address" shown above or email to "team@patdek.com".