

SOFTWARE AS A SERVICE (SaaS) SUBSCRIPTION AGREEMENT

This Software as a Service (SaaS) Subscription Agreement (“Agreement”) is a binding agreement made by and between MassMatrix, Inc. (“MassMatrix”) and you, the Licensee (“You”, “Your”, “Licensee” or “Customer”), and governs Your access and use of certain MassMatrix software and services (collectively, the “Software and Services”) in accordance with the terms and conditions set forth below.

By accessing or using the Software and Services, You acknowledge that You have read and understand this Agreement, that You accept all of the terms and conditions contained herein, and that You agree that the terms and conditions are legally binding upon the You and MassMatrix, without the need for any further indication of acceptance on Your part (such as by signature, click through, or other means of electronic acceptance). If You are acting on behalf of another Licensee, You represent that You have full legal authority to bind the Licensee. If You choose not to agree to all of the terms and conditions contained herein, do not access or use the MassMatrix Software and Services. Your access or use of the MassMatrix Software and Services shall constitute Your acceptance of all of the terms and conditions set forth in this Agreement.

1. Definitions.

“Services” shall mean the services which MassMatrix agrees to provide under this Agreement, specifically, access to the Software and any other services specified in this Agreement or made available online by MassMatrix.

“Software” shall mean the MassMatrix proprietary set of instructions that are executed by a computer, including, without limitation, subsequent updates, enhancements, modifications and releases of the same, as well as third party software added to or used in connection with the foregoing, and all related components, templates, features, enhancements, modifications, data and related files that are used by MassMatrix to perform the Services.

“MassMatrix Materials” shall mean any software, programs, tools, systems, data or other materials made available by MassMatrix to Customer in the course of the performance of the Services, including but not limited to, the Software and related documentation, as well as any information, materials or feedback provided by the Customer to MassMatrix relating to the Software and Services.

“Web Services Account” or “WSA” shall mean a cloud based account which MassMatrix maintains on behalf of Customer on a MassMatrix provided cloud web hosting service which hosts the MassMatrix Software and which Customer accesses and uses under this Agreement.

“WSA Provider” shall mean the entity providing the WSA.

2. SaaS Services and Software License. Subject to the terms of this Agreement, MassMatrix will use commercially reasonable efforts to provide Customer access to the Software and Services in accordance with this Agreement. MassMatrix, or an authorized reseller of MassMatrix’s products, will establish a WSA for Customer with a user-name corresponding to Customer’s email address. At the time Customer first logs into Customer’s WSA, MassMatrix shall provide Customer with an access code allowing access to the Software and Services.

Customer will not make any of the Software and Services available to, or use any Software and Services for the benefit of, anyone other than Customer. Customer will not sell, resell, license, sublicense, distribute, make available, rent or lease any the Software or Services any third party. Customer will keep its access code to Customer's WSA secured and confidential and will not share such access code with any other party.

3. Prohibition on Reverse Engineering. Customer will not directly or indirectly, 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 Software or Services or any MassMatrix Materials; modify, translate, or create derivative works based on the Software and Services; or remove any proprietary notices or labels.

4. Customer Representations and Warranties. Customer represents and warrants that it will use the Software and Services only in compliance with this Agreement. Customer hereby agrees to indemnify and hold harmless MassMatrix against any damages, losses, liabilities, settlements and expenses (including, without limitation, costs and attorneys' fees) in connection with any claim or action that arises out of Customer's breach of this Agreement.

5. Customer Equipment. Customer shall be responsible for providing and maintaining any equipment and ancillary services needed to connect to, access or otherwise use the Software and Services, including without limitation, hardware, software, networking, internet services and the like. Customer shall be responsible for maintaining the security of Customer's account, access codes, passwords, if any, and files and for all uses of Customer's WSA (with or without Customer's knowledge or consent), and Customer hereby acknowledges and agrees that MassMatrix shall have no responsibility for such matters.

6. Customer Data. Customer owns and accepts all responsibility for any data, information or material that Customer processes or submits in connection with Customer's use of the Software and Services, including any personally identifiable information (collectively, "Customer Data"). Customer shall at all times retain ownership of all Customer Data. Customer shall have sole responsibility for the accuracy, quality, security, integrity, legality, reliability, appropriateness, and intellectual property rights in all Customer Data. MassMatrix shall not use Customer Data for any purpose other than in connection with the provision of the Software and Services under this Agreement. MassMatrix agrees not to download any Customer Data unless requested by Customer for support reasons. Notwithstanding anything to the contrary, MassMatrix shall have the right to collect and analyze data and other information relating to the provision, use and performance of various aspects of the Software and Services and related systems and technologies, and MassMatrix will be free during and after the term hereof, to use such information and data to improve and enhance the Software and Services and for other development, diagnostic and corrective purposes in connection with the Software and Services and other MassMatrix products.

7. Confidentiality and Proprietary Rights. Each party (the "Receiving Party") understands that the other party (the "Disclosing Party") has or may disclose business, technical or financial information relating to the Disclosing Party's business (hereinafter referred to as "Proprietary Information" of the Disclosing Party). Proprietary Information of MassMatrix includes non-public information regarding features, functionality and performance of the Software and Services. Proprietary Information of Customer includes non-public data provided by Customer to MassMatrix to enable the provision of the Services. The Receiving Party agrees: (i) to take

reasonable precautions to protect such Proprietary Information, and (ii) not to use (except in performance of the Services or as otherwise permitted herein) or divulge to any third person any such Proprietary Information. Proprietary Information does not include 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 Proprietary Information of the Disclosing Party, or (e) is required to be disclosed by law.

8. Ownership of Software and Intellectual Property. Customer acknowledges and agrees that the MassMatrix Materials are and shall at all times be and remain the sole and exclusive property of MassMatrix. MassMatrix retains all right, title and interest in and to the MassMatrix Materials. Customer does not and will not be deemed to acquire any right, title, interest or license therein, except as expressly granted in this Agreement. Further, Customer agrees that it does not and will not be deemed to acquire any right, title or interest in any patents, copyrighted material, or other intellectual property, or proprietary information or data, owned by MassMatrix.

9. Term and Termination. This Agreement commences on the date MassMatrix creates a WSA on behalf of Customer and continues for a period of one (1) year thereafter. Either party may terminate this Agreement upon thirty (30) days written notice if the other party materially breaches any of the terms or conditions of the Agreement and fails to correct the breach within the notice period. Upon any expiration or termination of this Agreement, MassMatrix will make all Customer Data available to Customer for electronic retrieval for a period of thirty (30) days. Thereafter, MassMatrix may delete or destroy all copies of Customer Data in its systems or otherwise in its possession or control. MassMatrix will be under no obligation to maintain Customer Data following the expiration or termination of this Agreement other than as specifically set forth in this Section 9.

10. Disclaimer of Warranties. MassMatrix shall use reasonable efforts consistent with prevailing industry standards to provide and maintain the Software and Services in a manner which minimizes errors and interruptions in the Services and shall perform the Services in a professional and workmanlike manner. Customer acknowledges that the Software and Services may be temporarily unavailable due to scheduled maintenance or for unscheduled emergency maintenance, either by MassMatrix or by third-party providers, or because of other causes beyond MassMatrix's reasonable control.

MASSMATRIX DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE; MASSMATRIX DOES NOT MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SOFTWARE AND SERVICES. THE SOFTWARE AND SERVICES ARE PROVIDED "AS IS" AND MASSMATRIX DISCLAIMS ANY AND ALL WARRANTIES OF ANY TYPE, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

11. Limitation of Liability. IN NO EVENT SHALL MASSMATRIX, ITS SUPPLIERS, RESELLERS OR ANY WSA PROVIDER BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES, INCLUDING WITHOUT

LIMITATION DAMAGES FOR LOSS OF PROFITS, LOSS OF GOOD WILL, LOSS OF DATA OR USE, OR ANY BUSINESS INTERRUPTION OR DISRUPTION, INCURRED BY EITHER CUSTOMER OR ANY THIRD PARTY, WHETHER IN AN ACTION SOUNDING IN CONTRACT, TORT, WARRANTY, FIDUCIARY DUTY, STATUTORY CLAIM UNDER ANY FEDERAL, STATE, LOCAL LAW OF THE UNITED STATES OF AMERICA OR ANY OTHER JURISDICTION, OR ANY OTHER TYPE OF LEGAL CLAIM, EVEN IF THE OTHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. FURTHER, NEITHER MASSMATRIX NOR ANY OF ITS SUPPLIERS, RESELLERS OR ANY WSA PROVIDER WILL BE RESPONSIBLE FOR ANY COMPENSATION, REIMBURSEMENT, LOSSES, COSTS OR DAMAGES ARISING IN CONNECTION WITH: (A) CUSTOMER'S INABILITY TO USE THE SERVICES, INCLUDING AS A RESULT OF ANY (I) TERMINATION OR SUSPENSION OF THIS AGREEMENT OR CUSTOMER'S USE OF OR ACCESS TO THE SERVICES, (II) MASSMATRIX' DISCONTINUATION OF ANY OR ALL ACCESS TO THE SERVICES, OR (III) ANY UNANTICIPATED OR UNSCHEDULED DOWNTIME OF ALL OR A PORTION OF THE ACCESS TO THE SERVICES FOR ANY REASON WHATSOEVER, INCLUDING AS A RESULT OF POWER OUTAGES, SYSTEM FAILURES OR OTHER INTERRUPTIONS; (B) THE COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES; (C) ANY INVESTMENTS, EXPENDITURES, OR COMMITMENTS BY CUSTOMER TO ANY THIRD PARTIES IN CONNECTION WITH THIS AGREEMENT OR CUSTOMER'S USE OF OR ACCESS TO THE SERVICES; OR (D) ANY UNAUTHORIZED ACCESS TO, ALTERATION OF, OR THE DELETION, DESTRUCTION, DAMAGE, LOSS, DENIAL OF ACCESS, OR FAILURE TO MAINTAIN OR STORE ANY OF CUSTOMER'S CONTENT OR OTHER DATA. THE AGGREGATE AND CUMULATIVE TOTAL LIABILITY OF MASSMATRIX, ITS SUPPLIERS, RESELLERS AND ANY WSA PROVIDER FOR DAMAGES, INCLUDING FOR DIRECT DAMAGES, UNDER THIS AGREEMENT SHALL IN NO EVENT EXCEED THE 50% OF THE FEES PAID BY CUSTOMER UNDER THIS AGREEMENT THAT GAVE RISE TO THE CLAIM DURING THE 12 MONTHS PRECEDING THE CLAIM. CUSTOMER ACKNOWLEDGES THAT THE FEES APPLICABLE FOR THE SERVICES REFLECT THE ALLOCATION OF RISK SET FORTH IN THIS AGREEMENT AND THAT MASSMATRIX WOULD NOT HAVE ENTERED INTO THIS AGREEMENT WITHOUT THE DISCLAIMERS OF WARRANTY AND LIMITATIONS OF BOTH LIABILITY AND DAMAGES SET FORTH IN THIS AGREEMENT (INCLUDING THOSE SET FORTH IN THIS SECTION 11 AND IN SECTION 10 ABOVE).

12. Miscellaneous

(a) This Agreement shall not be assignable by Customer without the prior written consent of MassMatrix. Any assignment or transfer by Customer in violation of this section will be void. This Agreement may be assigned or transferred by MassMatrix in its sole discretion.

(b) Neither MassMatrix nor any of its suppliers, resellers or any WSA Provider will be liable for any delay or failure to perform any obligation under this Agreement where the delay or failure results from any cause beyond its reasonable control, including acts of God, labor disputes or other industrial disturbances, systemic electrical, telecommunications, or other utility failures, earthquake, storms, floods, or other elements of nature, blockages, embargoes, riots, cyber-attacks (including, without limitation, denial of service attacks, malware, ransomware, and any other cyber event), acts or orders of government, acts of terrorism, or war.

(c) If any term or provision of this Agreement shall be determined by a court of competent jurisdiction to be invalid, the remaining terms and provisions shall remain in effect.

(d) MassMatrix may modify this Agreement at any time by posting a revised version on the WSA Provider's website or by otherwise notifying the Customer in accordance with Section 12(e). The modified terms will become effective upon posting or, if MassMatrix notifies the Customer by email, as stated in the email message. By continuing to use the Software and Services after the effective date of any modifications to this Agreement, Customer agrees to be bound by the modified terms.

(e) Any notice, report or statement required to be given or made hereunder shall be considered properly given if sent by email to the respective email address of each party.

(f) Customer will not, without MassMatrix's express prior written permission, use any trade name, trademark or other identification owned or used by MassMatrix in any advertising, publicity, or marketing.

(g) This Agreement shall be construed in accordance with the laws of the State of Ohio, United States of America, without reference to conflict of law rules. The United Nations Convention for the International Sale of Goods does not apply to this Agreement.

(h) Any dispute or claim relating in any way to the Customer's use of the Services will be resolved by binding arbitration. The arbitration will be conducted by a single arbitrator in Columbus, Ohio, by the American Arbitration Association (AAA) under its rules. If for any reason a claim proceeds in court rather than in arbitration, the parties hereby waive any right to a jury trial. Customer hereby acknowledges that this waiver constitutes a relinquishment of an important right and that such waiver is provided freely, knowingly and voluntarily. MassMatrix and Customer agree that either may bring suit in court to enjoin the infringement or other misuse of any intellectual property rights.

(i) This Agreement and any attachments or other documents related thereto constitute the entire agreement between the parties hereto with respect to the subject matter hereof and supersedes all previous agreements whether written or oral.