CONNECTLEADER TERMS AND CONDITIONS OF USE

The Connectleader Terms and Conditions of Use ("Terms and Conditions") are attached to and incorporated into each Quote (defined below). Quote is defined as the written quote/order form or online pricing/subscription page or a combination of both provided to Licensee by Licensor (or an authorized reseller). Further, in the event that the Licensee gained access to Software without a Quote, the Licensee agrees to the provisions of these Terms and Conditions as a condition of accessing the Software. The Quote, Terms and Conditions and any other terms or documents incorporated by reference are collectively referred to as "Related Documents" or the "Agreement".

The following documents are incorporated by reference herein and available at www.connectleader.com/license/ (or the same link where these Terms and Conditions document are located):
   (A) this Terms and Conditions,
   (B) the "General Description of Connectleader Products" document ("Product Description") that provides the description of various Connectleader products,
   (C) the "Systems Requirements for Connectleader" document ("Systems Requirements") that provides the systems requirements to use Connectleader products or services,
   (D) the "International Phone Rates" document ("International Phone Rates") that provides phone minutes cost for making calls from one geographical location to another, and
   (E) one document for each CRM applicable to Licensee ("Package Description") that describes the products and/or services included in various packages. Each of these documents has a name starting with "Description of Connectleader Packages" and ending with the CRM name applicable to Licensee.

Capitalized terms which are not defined herein shall have the meaning given to such terms in the Related Documents. Licensee and Licensor are sometimes each referred to herein as a "Party," and collectively as the "Parties". If the terms and conditions contained in these Terms and Conditions conflict with the terms and conditions contained in the Quote, then the conflicting terms and conditions as stated in these Terms and Conditions shall control, unless the Quote expressly provides that such conflicting term or condition supersedes these Terms and Conditions.

1. **General Description of Products**

The Connectleader technology platform is comprised of multiple products (referred to herein as "Software"), and the description of Connectleader products are provided in the Product Description. From time-to-time, additional products may be made available as part of the Connectleader technology platform. For clarity, Licensee is only receiving the products and services identified in the Quote or included within the Package Subscription(s) identified in the Quote. Any service(s) provided along with Software are collectively and individually referred to as the "Service".

2. **License**

2.1 **Limited Use License Grant**. During the Term and subject to Licensee's compliance with the terms and conditions herein, Licensor hereby grants Licensee a non-exclusive, non-transferable, royalty-bearing license to access and use the products and services identified in the Quote or included within the Package Subscription identified in the Quote (together with customizations (if any) and associated user documentation, the "Licensed Software"), solely for Licensee's internal business purposes, for use only by Licensee or Licensee's employees or contractors, in accordance with the terms and conditions of the Terms and Conditions and the Quote. The Quote shall set forth the nature and description of the Licensed Software, type of the license granted to Licensee, number of users, fees, and such other matters as the Licensor and Licensee may mutually agree. The license to use the Licensed Software is provided under a software as a service ("SaaS") license model. Licensee shall not modify the Licensed Software or disable any licensing or control features of the Licensed Software. Licensor grants no license to Licensee pursuant to any copyrights, patents, trademarks, trade secrets, unpatented inventions, improvements to the Software, or any other intellectual property or proprietary rights (collectively "Intellectual Property Rights") in or to the Licensed Software, Service or any of its components.

2.2 **Term and Termination**.

a.   Term of Licensed Software and Service.

Each Quote and the Related Documents becomes effective upon the execution of such Quote. The term (the "Initial Term") of the license to use each product or service associated with the Licensed Software shall be individually defined in the applicable section of the corresponding Quote. Thereafter, the license shall automatically renew for additional one (1) year terms (each a "Renewal Term") unless either Party provides written notice of its desire not to renew at least sixty (60) days prior to the end of the Initial Term or any Renewal Term. The Initial Term and Renewal Term (if applicable) collectively is referred to as the "Term". For the purposes of clarification, each product or service may have its own Quote or more than one product or service may be grouped together in the same Quote with same or different Initial Term. The license to use the Licensed Software is non-cancelable during the Term, except as otherwise stated herein.

b. Termination For Cause.

i. Either Party may terminate the Related Documents at any time by giving written notice to the other Party, which notice shall be effective immediately or as otherwise set forth therein, if the other Party files a petition of any type as to its bankruptcy, is declared bankrupt, is or becomes insolvent, makes an assignment for the benefit of creditors, or commences liquidation or receivership proceedings.

ii. Either Party may terminate the Related Documents at any time by giving written notice to the other Party in the event that such other Party breaches any of the provisions of the Related Documents and fails to remedy such breach within thirty (30) days after receipt of written notice of such breach.

c. Effect of Termination.

Upon termination of the Terms and Conditions or the Quote: (1) all Related Documents shall terminate automatically; (2) unless expressly agreed upon in writing, any fees payable by Licensee through the conclusion of the Term of the license to use Licensed Software and any associated Service will become due immediately; and (3) Licensee shall immediately stop using Licensed Software and return or destroy the Licensed Software (including, but not limited to, all related documentation, application files, database files and any other files or data included in or with the Licensed Software). In the event of termination (other than by reason of Licensee's breach), upon request from Licensee within 30 days after termination, Licensor shall allow Licensee to export Licensee's data stored in the Licensed Software, using any export features available in the Licensed Software. Licensee agrees that after 30 days from the date of termination, Licensor has no obligation to retain Licensee's data stored in the Licensed Software and such Licensee's data may be irretrievably deleted. Upon termination of this Terms and Conditions this Section 2.2(c) shall survive.

2.3 **Restrictions**. Licensee shall not attempt to modify, decode, disassemble, decompile, reverse engineer, attempt to discover source code, or translate or attempt to create or recreate the Licensed Software. Unauthorized use, resale or commercial exploitation of the Licensed Software in any way is expressly prohibited. Licensee shall not, for any purpose whatsoever, copy, license, sell, transfer, disclose, provide, or otherwise make available the Licensed Software to any third party without prior written consent from the Licensor. Licensee shall not access the Licensed Software in order to, directly or indirectly, (a) build a product using similar ideas, features, functions, user interfaces or methods embodied in the Licensed Software, (b) copy any ideas, features, functions, user interfaces, or methods embodied in the Licensed Software, or (c) build a product or service that is competitive to Licensed Software or its components. Licensee shall not and shall not permit others in using the Software or Service to: (i) defame, abuse, harass, stalk, threaten or otherwise violate or infringe the legal rights (such as rights of privacy, publicity and intellectual property) of others or Licensor; (ii) publish, ship, distribute or disseminate any harmful, inappropriate, profane, vulgar, infringing, obscene, false, fraudulent, tortuous, indecent, unlawful, immoral or otherwise objectionable material or information (including any unsolicited commercial communications in violation of any law or regulation); (iii) publish, ship, distribute or disseminate material or information that encourages conduct that could constitute a criminal offense or give rise to civil liability; (iv) engage in any conduct that could constitute a criminal offense or give rise to civil liability for Licensor; (v) misrepresent or in any other way falsely identify Licensee's identity or affiliation, including through impersonation or altering any technical information in communications using the Software or Service; (vi) transmit or upload any material through the Software or Service containing viruses, trojan horses, worms, time bombs, cancelbots, or any other programs with the intent or effect of damaging, destroying, disrupting or otherwise impairing Licensor's, or any other person's or entity's, network, computer system, or other equipment; (vii) make phone call or transmit voice, email, text, social message, or other type of

message that violates any law or regulations governing such communication, (viii) interfere with or disrupt the Software or Service, networks or servers connected to the Licensor systems or violate the regulations, policies or procedures of such networks or servers, including unlawful or unauthorized altering any of the information submitted through the Software or Service; (ix) attempt to gain unauthorized access to the Software or Service, other licensees' computer systems or networks using the Software or Service through any means; or (x) interfere with another party's use of the Software or Service, including any parties Licensee has done business with or choose not to do business with through the Software or Service. Licensor has no obligation to monitor Licensee's use of the Software or Service. However, Licensor may at any time monitor, review, retain and disclose any information as necessary to satisfy or cooperate with any applicable law, regulation, legal process or governmental request. Licensee shall use commercially reasonable efforts, including reasonable security measures relating to administrator account access details, to ensure that no unauthorized person may gain access to the Software or Service.

3. **Payment Terms.** Licensor shall submit invoices to Licensee based on the Billing Frequency (as specified in the Quote) and all invoices shall be due and payable upon the payment term (as specified in the Quote). Any amount which is not paid within 7 calendar days of the due date will bear interest until paid at a rate of one and one-half percent (1.5%) per month or the maximum amount permitted by law, whichever is less. Notwithstanding any other provisions of the Related Documents, Licensor may suspend or terminate Licensee's rights to access and use Licensed Software and any associated Service provided hereunder if any such amounts are not paid within 7 calendar days after Licensor notifies Licensee (or authorized reseller of Licensor, if Licensee has purchased the license through the authorized reseller of Licensor) of any overdue amount. If Licensor is required to take action to collect any amount due, then Licensee shall pay all costs Licensor incurs in collecting any amounts hereunder, including, but not limited to, reasonable attorneys' fees and costs. All references to money value or dollars or $ or US$ in the Related Documents refer to United States dollars, unless expressly specified to the contrary.

4. **Taxes**. In addition to paying the fees and charges to Licensor as set forth in the Quote, Licensee is liable for and shall pay all local, state, federal, and other sales, use, excise, personal property or other similar taxes or duties, and all other taxes, which may now or hereafter be imposed in connection with the Quote or possession or use of the Licensed Software or Service.

5. **Updates**. The Licensed Software and any updates (if any) provided pursuant to the Quote ("Updates") are provided as a single product. Updates may not be separated from the Licensed Software for use not in conjunction with the Licensed Software or as a part of another software package.

6. **Ownership**. The Licensed Software (including any and all versions, portions or releases thereof) and Intellectual Property Rights in and to the Licensed Software or any of its components are owned by Licensor. Licensee's license confers no title or ownership in or to the Licensed Software and is not a sale of any rights in the Licensed Software or Intellectual Property Rights in and to the Licensed Software or any of its components. The Licensed Software is protected under copyright laws and international copyright treaties, as well as other intellectual property laws and treaties. The Licensed Software's design, structure, organization, algorithms, methods, user interface, and code constitute valuable and proprietary property of Licensor. Licensor retains all right, title, interest and goodwill in all trademarks and patent rights associated with the Licensed Software, and any applications and/or registrations with Patent and Trademark Offices in the United States and other countries relating thereto. The Licensed Software contains and embodies proprietary information and trade secrets of Licensor, whether or not all or any portion thereof may be the subject of a valid copyright or patent. Any improvements or other modifications to the Licensed Software ("Changes") and any suggestions, ideas, enhancement requests, feedback, recommendations or other information provided by Licensee or any other party relating to the Software or Service ("Feedback"), and all Intellectual Property Rights therein, shall automatically become and remain the sole property of, and Licensee hereby assigns the same to, the Licensor, regardless of which party makes such Changes or provides Feedback. For the purposes of this Section, the term "Licensor" shall refer to either Licensor or its licensors (if applicable).

7. **Licensee Responsibilities**. Licensee is responsible for maintaining an internet connection and phone connection that is commercially reliable and of acceptable quality. Further, Licensee is responsible for using a browser in an environment meeting adequate CPU, memory, and other computer resources necessary or appropriate for the Licensed Software. The version of the browser and the underlying operating system (OS) on which the browser runs on should be a version

certified by Licensor. If the Licensed Software needs to be installed on Licensee's desktop or mobile device (if applicable), then the version of the underlying operating system should be a version certified by Licensor. If the Licensed Software or Licensee's use thereof is integrated with other third party systems (like Licensee's CRM) then the version of such third party system should be a version certified by Licensor. Please refer the Systems Requirements (defined above) for further details on the systems and network requirements. Licensee is responsible for meeting the applicable requirements set forth in the Systems Requirements and Product Description. Licensor is not responsible for, and Licensee hereby releases and holds Licensor harmless from, any issues arising from (i) Licensee's failure to meet the requirements set forth in this Section (including the applicable requirements set forth in the Systems Requirements and Product Description), or (ii) the Licensee installing, removing, upgrading or otherwise modifying its hardware, software or any third party applications.

8. **Assignment**. The provisions of the Related Documents shall be binding upon and inure to the benefit of each of the parties' successors, assigns and/or representatives, as the case may be; provided, that, the Related Documents and Licensee's corresponding obligations may not be assigned or otherwise delegated by Licensee without Licensor's prior written consent.

9. **Warranty**. THE SOFTWARE IS PROVIDED "AS IS" WITH NO WARRANTY. IN NO EVENT DOES LICENSOR WARRANT THAT THE LICENSED SOFTWARE IS ERROR FREE OR THAT LICENSEE WILL BE ABLE TO OPERATE THE LICENSED SOFTWARE WITHOUT INTERRUPTION. LICENSOR HEREBY DISCLAIMS, AND LICENSEE HEREBY WAIVES, ALL WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT.

10. **Limitation of Liability**.

   a. Direct Damages. TO THE EXTENT PERMITTED BY LAW, LICENSOR'S ENTIRE LIABILITY FOR ANY CLAIM, LOSS, DAMAGE, OR EXPENSE FROM ANY CAUSE WHATSOEVER, ARISING OUT OF THE RELATED DOCUMENTS OR ANY OBLIGATION RESULTING THEREFROM, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT INCLUDING NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, SHALL BE LIMITED TO DIRECT DAMAGES IN AN AMOUNT THE GREATER OF: (i) $10,000; OR (ii) THE TOTAL AMOUNT PAID BY LICENSEE TO LICENSOR UNDER THE RELATED DOCUMENTS DURING THE 12 MONTH PERIOD IMMEDIATELY PROCEEDING THE DATE WHEN LICENSEE PROVIDES WRITTEN NOTICE OF A CLAIM TO LICENSOR, IN THE AGGREGATE FOR ALL SUCH CLAIMS.

   b. Limitation of Damages. TO THE EXTENT PERMITTED BY LAW, LICENSOR SHALL IN NO EVENT BE LIABLE TO LICENSEE FOR ANY INCIDENTAL, CONSEQUENTIAL, PUNITIVE, OR ANY OTHER INDIRECT LOSS OR DAMAGE, INCLUDING LOST PROFITS, ARISING OUT OF THE RELATED DOCUMENTS OR ANY OBLIGATION RESULTING THEREFROM, INCLUDING, BUT NOT LIMITED TO, ARISING FROM USE OF THE LICENSED SOFTWARE OR THE PERFORMANCE OF ANY SERVICES, WHETHER IN AN ACTION FOR OR ARISING OUT OF ANY CAUSE WHATSOEVER, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT OR TORT, INCLUDING NEGLIGENCE, STRICT LIABILITY OR OTHERWISE.

   c. Liability Arising from Violation of Applicable Law. Licensee's access to and use of the Services must be in strict compliance with Applicable Law. "Applicable Law" includes all applicable laws, rules and regulations applicable to Licensee, its business or the subject matter of the Agreement including without limitation, laws governing the use of individual information, deceptive and misleading advertising, electronic commercial communications, call recording, call listening or monitoring, telemarketing and other similar laws, which include without limitation the U.S. Telephone Consumer Protection Act of 1991 and the Canada Anti-SPAM Legislation, if applicable, and each as amended. As between Licensor and Licensee, Licensee shall (i) be responsible for violations of Applicable Law arising from Licensee's use of the Services; and (ii) indemnify, defend, and hold harmless Licensor from any and all claims, suit, action, proceeding, damages, losses, fees, fines, and expenses (including reasonable attorneys' fees) arising out of or relating to violations of Applicable Law caused by Licensee's act or omission.

11. **Confidentiality**.

    a. <u>Disclosure</u>. Each party may disclose to the other party certain Confidential Information of such party or of such party's associated companies, distributors, licensors, suppliers, or Licensees. "<u>Confidential Information</u>" means any information that is of value to its owner and is treated as confidential, including trade secrets, technology, information pertaining to business operations and strategies, and information pertaining to customers, pricing, and marketing; "<u>Disclosing Party</u>" refers to the party disclosing Confidential Information hereunder, whether such disclosure is directly from Disclosing Party or through Disclosing Party's employees or agents; and "<u>Recipient</u>" refers to the party receiving any Confidential Information hereunder, whether such disclosure is received directly or through Recipient's employees or agents.

    b. <u>Requirement of Confidentiality</u>. The Recipient agrees: (a) not to disclose or otherwise make available Confidential Information of the Disclosing Party to any third party without the prior written consent of the Disclosing Party, provided that the Recipient may disclose the Confidential Information of the Disclosing Party to its, and its affiliates, officers, employees, consultants and legal advisors who have a "need to know", who have been apprised of this restriction and who are themselves bound by nondisclosure obligations at least as restrictive as those set forth in this Section 11; (b) to use the Confidential Information of the Disclosing Party only for the purposes of performing its obligations or as otherwise authorized under the Agreement; and (c) to promptly notify the Disclosing Party in the event it becomes aware of any loss or disclosure of any of the Confidential Information of Disclosing Party. Licensee acknowledges that the Software and documentation are the Confidential Information of Licensor. The obligations in this Section 11 shall survive termination and continue for so long as the applicable information constitutes Confidential Information. Confidential Information shall not include information that: (a) is already known to the Recipient without restriction on use or disclosure prior to receipt of such information from the Disclosing Party; (b) is or becomes generally known by the public other than by breach of this Agreement by, or other wrongful act of, the Recipient; (c) is developed by the Recipient independently of, and without reference to, any Confidential Information of the Disclosing Party; or (d) is received by the Recipient from a third party who is not under any obligation to the Disclosing Party to maintain the confidentiality of such information.

    c. <u>Compelled Disclosure</u>. If the Recipient becomes legally compelled to disclose any Confidential Information, the Recipient shall provide: (a) prompt written notice of such requirement so that the Disclosing Party may seek, at its sole cost and expense, a protective order or other remedy; and (b) reasonable assistance, at the Disclosing Party's sole cost and expense, in opposing such disclosure or seeking a protective order or other limitations on disclosure. If, after providing such notice and assistance as required herein, the Recipient remains required by law to disclose any Confidential Information, the Recipient shall disclose no more than that portion of the Confidential Information which, on the advice of the Recipient's legal counsel, the Recipient is legally required to disclose and, upon the Disclosing Party's request, shall use commercially reasonable efforts to obtain assurances from the applicable court or agency that such Confidential Information will be afforded confidential treatment.

    d. <u>Licensee Data; Anonymized Data</u>. "<u>Licensee Data</u>" means information, data and other content, in any form or medium, that is collected, downloaded or otherwise received, directly or indirectly from Licensee or an End User by or through the Services, but does not include any data collected, downloaded or otherwise received, directly or indirectly from any other user of the Services. Licensee hereby grants to Licensor a non-exclusive license to copy, reproduce, store, distribute, publish, export, adapt, edit and translate Licensee Data to the extent reasonably required for the performance of Licensor's obligations and the exercise of Licensor's rights under this Agreement. Licensee warrants to Licensor that Licensee has the right to provide such Licensee Data to Licensor in accordance with this Agreement. Additionally, Licensor has the right to collect anonymized data processed through the Software and Service ("<u>Anonymized Data</u>") and use the Anonymized Data for the purposes of deriving artificial intelligence (e.g., patterns across geography, persona, time of day when communication attempt took place, and whether or not communication attempts are successful), and Licensor shall retain ownership in the Anonymized Data and all intellectual property rights therein.

12. **Export Requirements**. Licensee shall not export or re-export the Licensed Software or any copy, adaptation, documentation, application files, or database files in violation of any applicable laws or regulations.

13. **Force Majeure**. Licensor expressly disclaims any responsibility for loss resulting from delays or interruptions in the performance of the Licensed Software or Licensor's obligations hereunder, or any lost or corrupted information, due to labor strikes, riots, floods, fires, acts of God, epidemic or pandemic (specifically including but not limited to COVID-19), a violation of Applicable Law by Licensee or any third party, terrorist activities or acts of war, any mechanical or electrical equipment failures, severed telephone or other communication lines, e-mail and/or Internet malfunction or unavailability, or any other cause beyond the reasonable control of Licensor.

14. **Third Party Offerings**. Although the Services may allow Licensee to access or use Third Party Offerings (as defined below), they are not "Services" under the Agreement and are not subject to any of the warranties, service commitments or other obligations with respect to Services hereunder. The availability of any Third Party Offerings through the Services does not imply Licensor's endorsement of or affiliation with the provider. Licensor does not control Third Party Offerings and will have no liability to Licensee in connection with any Third Party Offerings. Licensor has no obligation to monitor or maintain Third Party Offerings, and may disable or restrict access to any Third Party Offerings at any time. By using or enabling any Third Party Offering, Licensee is expressly permitting Licensor to disclose Licensee Data or other information to the extent necessary to utilize the Third Party Offering. LICENSEE'S USE OF ANY THIRD PARTY OFFERINGS IS AT LICENSEE'S OWN RISK AND IS SUBJECT TO ANY ADDITIONAL TERMS, CONDITIONS AND POLICIES APPLICABLE TO SUCH THIRD PARTY OFFERINGS (SUCH AS TERMS OF SERVICE OR PRIVACY POLICIES OF THE PROVIDERS OF SUCH THIRD PARTY OFFERINGS). "Third Party Offerings" means any third party products, applications, websites, implementations or services, including loyalty programs, that the Services link to, or that interoperate with or are used in conjunction with the Services.

15. **Miscellaneous**. The Related Documents shall be construed, interpreted, and governed in accordance with the laws of the State of New Hampshire (without regard to its conflicts of law provisions) and both parties expressly agree to the exclusive jurisdiction of the state or federal courts located in the State of New Hampshire. If any provision of the Related Documents is declared to be invalid or unenforceable, such provision shall be modified to the minimum extent necessary to bring it within the legal requirements, and such invalidity or unenforceability will not affect the remaining provisions. No language or information set forth on any other purchase order, preprinted form or document (other than the Quote, if applicable) shall add to or alter the terms and conditions of the Terms and Conditions. The Quote may be executed in two or more counterparts, each of which will be deemed an original, but all of which together shall be construed as one and the same agreement. Delivery of signatures by facsimile, scanned copy via email, or electronic signature by way of Adobe eSign, DocuSign, or other similar mechanism, shall be deemed equivalent in all respects to delivery of an original signature. The Quote and the Related Documents together constitutes the entire agreement between the Parties with respect to the subject matter hereof, and all prior agreements, representations, and statements with respect to such subject matter are superseded hereby. No joint venture, partnership, employment, or agency relationship exists between Licensor and Licensee as a result of the provisions of the Related Documents or use of the Licensed Software or Service. The Related Documents may not be altered, modified, amended, rescinded or discharged in whole or in part, except by written agreement executed by both Licensee and Licensor. Upon termination of the Terms and Conditions, Sections 3 (with respect to fees due and owing as of the effective date of termination), 4, 6, 8, 9, 10, 11, 12, 13 and 15 of the Terms and Conditions shall survive. Licensee agrees that Licensor may reasonably monitor calls for troubleshooting call quality issues and other corrective diagnostic purposes and may be granted reasonably limited access to Licensee's systems personnel for diagnostic purposes.