

Software License and Services Agreement

THIS SOFTWARE LICENSE AND SERVICES AGREEMENT is made on _____ by and between RISC America, LLC with its principal address and office located at 6302 E. Dr. Martin Luther King Jr. Blvd, Suite 450A Tampa, FL 33619 (hereinafter "Licensor") and customer, (hereinafter "Customer").

1. Background

Licensor has developed and owns certain proprietary software, hereinafter referred to as Vendor Connect Software, for use in the recovery/repossession industry. Customer desires to obtain a license to use such software and have Licensor develop certain modifications and enhancements for such software. Licensor desires to license such software to Customer and perform the services on the terms and conditions set forth herein.

IN CONSIDERATION of the foregoing and the mutual covenants set forth herein, and intending to be legally bound, the parties agree as follows:

2. Scope of This Agreement

2.1 Scope. This Agreement defines the terms and conditions under which Licensor will design, develop, integrate, deliver, install, and support the Software.

2.2 Turn-key Basis. The Parties hereto acknowledge that the performance by Licensor of its obligations hereunder is to be done on a "turn-key" basis. This expression is understood to mean that Licensor is fully responsible, pursuant to the terms and conditions hereof, for the delivery of the Vendor Connect Software in full conformity with the terms and conditions hereof, and that the said Vendor Connect Software shall function in conformity with the performance criteria stipulated herein upon delivery and up to and including the date on which the acceptance certificate is issued.

3. Software and Services

3.1 License Grant. Subject to the provisions of this Agreement as well as the payment of all applicable license fees for the term of such license, Licensor grants Customer and Customer accepts a limited, personal, nonexclusive, nontransferable, non-assignable license to use the Software for Customer's internal use only in the United States.

3.2 No Licenses. Except as explicitly provided in Section 3.1 of this Agreement, no license under any patents, copyrights, trademarks, trade secrets, or any other intellectual property rights, express or implied, are granted by Licensor to Customer under this Agreement.

3.3 Reverse Engineering. Customer shall not and shall not permit its Affiliates or any third party to translate, reverse engineer, decompile, recompile, update, or modify all or any part of the Software or merge the Software into any other software.

3.4 Ownership of Materials. All patents, copyrights, circuit layouts, mask works, trade secrets, and other proprietary rights in or related to the Software are and will remain the exclusive property of Licensor, whether or not specifically recognized or perfected under the laws of the jurisdiction in which the Software is used or licensed. Customer will not take any action that jeopardizes Licensor's proprietary rights or acquire any right in the Software or the Confidential Information, as defined in Section 12 herein below. Unless otherwise agreed on a case-by-case basis, Licensor will own all rights in any copy, translation, modification, adaptation, or derivation of the Software or other items of Confidential Information, including any improvement or development thereof. Customer will obtain, at Licensor's request, the execution of any instrument that may be appropriate to assign these rights to Licensor or perfect these rights in Licensor's name.

3.5 Third Party Access. Customer shall not allow any third party to have access to the Software without Licensor's prior written consent. Further, Customer shall neither engage in nor permit any use of the Software such that a copy would be made of such Software solely by virtue of the activation of a machine containing a copy of the Software.

4. Term of Agreement and License

4.1 Term of Agreement. The term of this Agreement shall commence upon the execution of this Agreement, and shall continue indefinitely unless terminated upon the breach of this Agreement by either party [or as otherwise provided herein].

4.1.A Termination with cause. Upon written notice to Licensor, Customer shall have the right to terminate this Agreement with cause. In such event: (a) Licensor shall discontinue its Services with respect to this Agreement, and (b) Customer shall be obligated to pay to Licensor all fees due and payable through and including the termination date.

4.2 Term of Licenses. Subject to the limitations contained in this Agreement, the term of each individual License granted under this Agreement begins on the date of delivery of the Software, and shall terminate on the date set forth herein, unless earlier terminated as provided in this Agreement.

5. Events of Default and Remedies

5.1 Events of Default. Licensor and Customer acknowledge and agree that the following shall constitute events of default ("Events of Default") and that the occurrence of one (1) or more of such Events of Default shall constitute a material breach of this Agreement, which shall allow a party, as applicable, to seek the rights and remedies set forth in this Section:

- **(a)** Licensor's material breach of any license obligation as provided in Section 3 provided that such breach is not cured within thirty (30) calendar days following written notice of such breach;
- **(b)** Customer's failure to timely pay any undisputed amount owed to Licensor, provided that such failure is not cured within thirty (30) calendar days following receipt of written notice of such failure;
- **(c)** Customer's breach of Sections 3, 12, or 13 or if Customer otherwise misuses the Software in contravention of this Agreement;
- **(d)** Either party's material breach of any representation or warranty set forth in this Agreement, provided that such breach, if curable, is not cured within thirty (30) calendar days following receipt of written notice of such breach;
- **(e)** Failure of a party to perform any other material obligation under this Agreement, provided that such failure is not cured within thirty (30) calendar days following receipt of written notice of such failure;
- **(f)** The institution of bankruptcy, receivership, insolvency, reorganization, or other similar proceedings;
- **(g)** Appointment of a receiver for all or substantially all of either party's assets or any corporate action taken by the Board of Directors of either party in furtherance of the above action; and

5.2 Rights and Remedies of Licensor upon Default of Customer. Upon the occurrence of an Event of Default by or with respect to Customer, subject to Customer's rights set forth in Section 5.3., Licensor shall be entitled to any of the following remedies:

- **(a)** terminate, in whole or in part, this Agreement; and/or
- **(b)** seek to recover damages from Customer.
- **(c)** unless prior arrangements have been made, Licensor reserves the right to limit or terminate a Licensees access to the software if monthly license payments remain due and owing past the sixth day of each month.

5.3 Rights and Remedies of Customer upon Default of Licensor Upon the occurrence of an Event of Default by or with respect to Licensor, Customer shall be entitled to any of the following remedies:

- **5.3.1 General.**

- (a) terminate, in whole or in part, this Agreement; and/or
- (b) subject to the terms of Section 17, seek to recover damages from Licensor.

5.3.2 Right to Set Off.

Customer shall have the right to set off any undisputed amounts owed to Licensor against any damages or charges including, without limitation, Service Level Credits, assessed by Customer against Licensor.

5.3.3 Transition Rights

- (a) **Termination by Customer.** In the event Customer terminates this Agreement pursuant to the terms of this Agreement in whole or in part, Customer shall at least thirty (30) days prior to termination, provide to Licensor a written notice of termination, setting forth the target date on which Customer plans to transfer from Licensor's system to a new system or otherwise not require the future services of Licensor. Transactional data entered by Licensees remain the property of the Licensee who may maintain or delete transaction data at its sole discretion.
- (b) **Termination by Licensor. Licensor reserves the right to terminate any Licensee at will. Termination will be effective on a date to be determined by management.**

6. Delivery of Software at Risk of Loss

6.1 Delivery by Licensor of Software. Upon execution of this agreement, delivery will be made via immediate online access to the software.

6.2 Title to Delivered Software. It is hereby acknowledged and agreed that Customer shall not obtain title to any Delivered Software. In lieu thereof, Customer shall obtain the license rights relating thereto stipulated in Section 3 hereof.

7. Acceptance of Software and Services

7.1 Acceptance. Notwithstanding anything contained herein, Customer shall be deemed to have accepted the Software or Services if Customer uses the Software or Services in the operation of Customer's business prior to accepting the Software.

8. Price and Payments

8.1 Price. In consideration of the development and delivery by Licensor of the Vendor Connect Software and the provision of the Support Services pursuant to Section 11

hereof, Licensor shall invoice Customer and Customer shall pay Licensor according to the terms and schedule outlined at Exhibit (A) attached hereto.

9. Customer Relations

9.1 Cooperation with Customer. Licensor shall cooperate fully with Customer as necessary to provide the Services and shall disclose such information to Customer relating to Licensor, the Vendor Connect System, and Software as may be required or necessary to provide the Services. The parties agree that joint planning and experienced personnel are critical factors for successfully providing the Services.

9.2 Licensor Personnel

9.2.1 General. Licensor shall provide sufficient qualified personnel to perform Licensor's obligations hereunder. Licensor personnel shall be familiar with Customer, its networks, operations, needs, and requirements. Additionally, all such personnel shall be familiar with industry functions and the regulatory requirements with respect to industry functions. Such individuals shall be equipped with all necessary infrastructure in terms of tools, networks, and documentation regarding the Vendor Connect System and Services.

9.2.2 Licensor Services Manager. The Licensor Services Manager shall act as a liaison between Licensor and Customer for all matters related to this Agreement and shall have overall responsibility for ensuring Licensor's performance of its responsibilities and obligations as set forth in this Agreement.

9.3 Customer Personnel. Customer shall provide personnel to perform its responsibilities under this Agreement, including a manager for the Services (the "Customer Services Manager"), who shall act as a liaison between Licensor and Customer, coordinate Customer resources, coordinate Customer personnel and have overall responsibility for meeting Customer's responsibilities and obligations.

9.4 Change Order Procedure. If either party believes that a change in the Services and/or a Project (whether in time frames, costs, or Vendor Connect Software) is necessary or desirable, such party shall submit a written change request to the other (a "Change Request"). Licensor represents to Customer that it has factored into Licensor's fee adequate contingencies for de minimis change orders. Licensor reserves the right to impose fees and other costs related to modifications to the software.

9.5 Competitors. Licensor shall not be precluded by this Agreement from rendering services or developing work products that are competitive with, or functionally comparable to, the services rendered and Vendor Connect Software provided hereunder. Licensor shall not be restricted in its use of ideas, concepts, knowhow, and techniques acquired or learned in the course of activities hereunder.

9.6 Non-solicitation of Employees. During the term of this Agreement and for a period of 180 days thereafter, neither party shall solicit for employment or hire employees of the other party and its subcontractors who have been involved in rendering or receiving services under this Agreement without obtaining the prior written consent of the other party.

9.7 Technology Changes. Licensor reserves the right to improve, amend and/or modify the software at its sole discretion. Licensees may submit proposals for modifications or improvements to the software and are encouraged to do so. Response to licensee proposals will remain at the sole discretion of Licensor.

10. Support and Maintenance Services

10.1 Training Services. In addition to the training prescribed by Section 10 hereof, Licensor undertakes to provide training services to Customer personnel with a view to permitting them to operate, administer, and maintain the Vendor Connect System.

11. Proprietary Rights, Confidentiality, and Security

11.1 Ownership of Intellectual Property. Pre-existing intellectual property and all improvements thereto that Licensor uses in connection with performing the Services, providing any Vendor Connect Software and performing any other Services hereunder shall remain the sole and exclusive property of Licensor, and Licensor shall mark any such written materials as "confidential" and/or "proprietary." Any Custom Programming, including all source code and materials developed by Licensor, all intermediate and partial versions thereof, as well as all specifications, program materials, flow charts, notes, outlines, and the like created in connection therewith (collectively, "Custom Programming Materials") shall be the sole and exclusive property of Licensor. All written reports, requirements documents (including newly created technical and non-technical data embodied therein), specifications, program materials, flow charts, notes, outlines, and the like that are developed, conceived, originated, prepared, or generated by Licensor in connection with Licensor's performance under this Agreement including, without limitation, all copyright, trademark, trade secret, and all other proprietary rights therein and derivative works created therefrom (collectively, "Written Vendor Connect Software"), shall be the sole and exclusive property of Licensor. Such ownership of Custom Programming Materials and Written Vendor Connect Software shall inure solely to the benefit of Licensor from the date of the conception, creation, or fixation of the Custom Programming Materials and Written Vendor Connect Software in a tangible medium of expression, as applicable. Licensor will not be precluded by this Agreement from rendering services or developing work products that are competitive with, or functionally comparable to, the services rendered and Vendor Connect Software provided hereunder. Licensor shall not be restricted in its use of ideas, concepts, know-how, methodologies, and techniques acquired or learned in the course of activities hereunder. The provisions of

this section shall not be construed to alter Licensor's obligations under any nondisclosure agreements between the parties.

11.2 Employee/Agent Acknowledgment. Licensor and Customer shall not disclose Confidential Information or Privileged Information to any of their employees, agents, or representatives unless and until such employee, agent, or representative has been made aware that his or her obligations under this Agreement are subject to confidentiality restrictions and unless such employee, agent, or representative is the subject of a written confidentiality or nondisclosure agreement and has executed the Confidentiality Agreement.

11.3 Survival; No Limitation of Liability. The terms of this Article shall survive the expiration or termination of this Agreement. Notwithstanding anything contained in this Agreement to the contrary, the terms of any limitation of liability set forth in this Agreement shall not apply to any breach by a party of its confidentiality obligations under this Article.

11.4 Customer Information. Licensor shall comply with all U.S. and international Laws governing or relating to privacy, data security and the handling of data security breaches.

11.5 Security Procedures. Licensor and customer shall employ reasonable security measures to safeguard the security of all Vendor Connect intellectual property.

12. Patent and Other Proprietary Rights Indemnification

12.1 Third Party Infringement Claims. Licensor will defend at its own expense any action against Licensee brought by a third party to the extent that the action is based upon a claim that the Software directly infringes any U.S. copyright or misappropriates any trade secret recognized as such under the Uniform Trade Secret Law, and Licensor will pay those costs and damages finally awarded against Licensee in any such action that are specifically attributable to such claim or those costs and damages agreed to in a monetary settlement of such action.

12.2 Conditions. Licensor's obligations under the preceding paragraph with respect to an action are conditioned on (a) Licensee notifying Licensor promptly in writing of such action; (b) Licensee giving Licensor sole control of the defense thereof and any related settlement negotiations; and (c) Licensee cooperating with Licensor in such defense (including, without limitation, by making available to Licensor all documents and information in Licensee's possession or control that are relevant to the infringement or misappropriation claims, and by making Licensee's personnel available to testify or consult with Licensor or its attorneys in connection with such defense).

12.3 Licensor's Options. If the Software becomes, or in Licensor's opinion **is likely to become, the subject of an infringement or misappropriation claim**, Licensor may, **at its option** and expense, either (a) procure for Licensee the right to continue using the Software; (b) replace or modify the Software so that it becomes non-infringing; **or** (c) terminate Licensee's right to use the Software and give Licensee a refund or credit for the license fees actually paid by Licensee or Licensor for the infringing components of the Software less a reasonable allowance for the period of time Licensee has used the Software.

12.4 Exclusions. Notwithstanding the foregoing, Licensor will have no obligation or otherwise with respect to any infringement or misappropriation claim based upon (a) any use of the Software not in accordance with the Agreement or for purposes not intended by Licensor; (b) any use of the Software in combination with other products, equipment, software, or data not supplied by Licensor; (c) any use of any release of the Software other than the most current release made available to Licensee; or (d) any modification of the Software made by any person other than Licensor.

12.5. Entire Liability. This section states licensor's entire liability and licensee's sole and exclusive remedy for infringement and misappropriation claims and actions.

13. Warranty and Warranty Disclaimer

13.1 Licensor Warranties

13.1.1 General Warranties. Licensor warrants that it owns all rights, title, and interest in and to the Software.

13.1.2 Operation of Software. Licensor does not warrant that the operation of the Software or the operation of the Software Products will be uninterrupted or error free. Licensor further warrants that software will be functional greater than 98.0% of the time.

13.1.3 Remedy. In the event of any breach of the warranties set forth in this Agreement, Licensor's sole and exclusive responsibility, and Customer's sole and exclusive remedy, shall be for Licensor to correct or replace, at no additional charge to Customer, any portion of the Software or Services found to be defective.

13.1.4 Warranty Disclaimer. EXCEPT AS SET FORTH IN THIS SECTION, LICENSOR MAKES NO EXPRESS OR IMPLIED REPRESENTATIONS OR WARRANTIES WITH RESPECT TO THE SOFTWARE, OR SERVICES OR THEIR CONDITION, MERCHANTABILITY, FITNESS FOR ANY PARTICULAR PURPOSE OR USE BY CUSTOMER. LICENSOR FURNISHES THE ABOVE

WARRANTIES IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

13.1.5 Voiding of Warranties. Any and all warranties and indemnifications shall be void as to Services or Software where the noncompliance is caused by or related to (1) the acts or omissions of non Licensor personnel, its agents, or third parties; (2) misuse, theft, vandalism, fire, water, or other peril; (3) moving or relocation not authorized by Licensor; (4) any alterations or modifications made to any Software by the Customer, its representatives, or agents; (5) use of the Software other than in the operating environment specified in the technical specifications; or (6) coding, information, or specifications created or provided by client.

14. Limitation of Liability

14.1 DISCLAIMER OF LIABILITY. LICENSOR SHALL NOT BE LIABLE FOR ANY (A) SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES, INCLUDING LOSS OF PROFITS, ARISING FROM OR RELATED TO A BREACH OF THIS AGREEMENT OR ANY ORDER OR THE OPERATION OR USE OF THE SOFTWARE AND SERVICES INCLUDING SUCH DAMAGES, WITHOUT LIMITATION, AS DAMAGES ARISING FROM LOSS OF DATA OR PROGRAMMING, LOSS OF REVENUE OR PROFITS, FAILURE TO REALIZE SAVINGS OR OTHER BENEFITS, DAMAGE TO EQUIPMENT, AND CLAIMS AGAINST CUSTOMER BY ANY THIRD PERSON, EVEN IF LICENSOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES; (B) DAMAGES (REGARDLESS OF THEIR NATURE) FOR ANY DELAY OR FAILURE BY LICENSOR TO PERFORM ITS OBLIGATIONS UNDER THIS AGREEMENT DUE TO ANY CAUSE BEYOND LICENSOR'S REASONABLE CONTROL; OR (C) CLAIMS MADE A SUBJECT OF A LEGAL PROCEEDING AGAINST LICENSOR MORE THAN TWO YEARS AFTER ANY SUCH CAUSE OF ACTION FIRST AROSE.

14.2 LIMITATION OF LIABILITY. NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, BUT EXCLUDING ANY CLAIMS FOR INDEMNIFICATION UNDER SECTION 14.1 LICENSOR'S LIABILITIES UNDER THIS AGREEMENT, WHETHER UNDER CONTRACT LAW, TORT LAW, WARRANTY, OR OTHERWISE SHALL BE LIMITED TO DIRECT DAMAGES NOT TO EXCEED THE AMOUNTS ACTUALLY RECEIVED BY LICENSOR

15. Assignment and Transfer

15.1 Prohibition on Assignment. Customer may not assign or transfer its interests, rights, or obligations under this Agreement by written agreement, merger, consolidation, **operation of law**, or otherwise, without the prior written consent of an authorized executive officer of Licensor. Any attempt to assign this Agreement by Customer shall be null and void.

16. Amendments, Modifications, or Supplements

Amendments, modifications, or supplements to this Agreement shall be permitted, provided all such changes shall be in writing signed by the authorized representatives of both parties, and all such changes shall reference this Agreement and identify the specific articles or sections of this Agreement or the particular order that is amended, modified, or supplemented.

17. Independent Contractor

All work performed by Licensor in connection with the Software and/or Services described in this Agreement shall be performed by Licensor as an independent contractor and not as the agent or employee of Customer. All persons furnished by Licensor shall be for all purposes solely Licensor's employees or agents and shall not be deemed to be employees of Customer for any purpose whatsoever.

18. Compliance with Laws/Changes in Laws

Licensor and Customer each shall comply with the provision of all applicable federal, state, county and local laws, ordinances, regulations, and codes including, but not limited to, Licensor's and Customer's obligations as employers with regard to the health, safety, and payment of its employees, and identification and procurement of required permits, certificates, approvals, and inspections in Licensor's and Customer's performance of this Agreement.

19. Security, Access, and Safety Requirements

Licensor shall instruct its employees, agents, and subcontractors that they shall comply with Customer's security, access, and safety requirements for the protection of Customer's facilities and employees while on Customer's premises.

20. Governing Law and Venue (Chapter 6.H)

20.1 Governing Law and Venue. The validity, construction, interpretation, and performance of this Agreement shall be governed by and construed in accordance with the domestic laws of the State of Arizona.

Notwithstanding the provisions on compulsory arbitration below, the parties hereto hereby (a) submit to the exclusive jurisdiction of any state or federal court sitting in Arizona for the purpose of any Action arising out of or relating to this Agreement brought by any party hereto, and (b) irrevocably waive, and agree not to assert by way of motion, defense, or otherwise, in any such Action, any claim that it is not subject personally to the jurisdiction of the above-named courts, that its property is exempt or immune from attachment or execution, that the Action is brought in an inconvenient forum, that the venue of the Action is improper, or that this Agreement may not be enforced in or by any of the above-named courts.

Notwithstanding the provisions on compulsory arbitration below, the parties may bring any actions seeking specific performance, equitable relief or other non-monetary remedies in any state or federal court of competent jurisdiction.

21. Non-Binding Dispute Resolution

21.1 Manager Level Performance Review. The applicable Licensor Manager and Customer Manager shall communicate as necessary to review the performance of the parties under this Agreement and to resolve any disputes. Written minutes of such meetings shall be kept by Licensor for review and approval by Customer. If these representatives are unable to resolve a dispute within ten (10) calendar days after the initial request for a meeting, then the dispute shall be submitted to an executive level performance review as described in Section 29.2.

21.2 Executive Level Performance Review. Face-to-face negotiations shall be conducted by senior executive officers of Customer and Licensor. If these representatives are unable to resolve the dispute within ten (10) calendar days after the representatives have commenced negotiations, or twenty (20) calendar days have passed since the initial request for negotiations at this level, then the parties may agree in writing to submit the dispute to mediation.

21.3 Voluntary, Non-binding Mediation. If executive level performance review is not successful in resolving the dispute, the parties may, but shall not be obligated to, mutually agree in writing to submit the dispute to non-binding mediation. Mediation must occur within five (5) business days after the parties agree to submit the dispute to mediation, and the duration of the mediation shall be limited to one (1) business day. The parties mutually shall select an independent mediator experienced in

commercial information systems contract disputes, and each shall designate a representative(s) to meet with the mediator in good faith in an effort to resolve the dispute. The specific format for the mediation shall be left to the discretion of the mediator and the designated party representatives and may include the preparation of agreed upon statements of fact or written statements of position furnished to the other party.

21.4 Continued Performance.

Except where clearly prevented by the area in dispute, both parties shall continue performing their obligations under this Agreement while the dispute is being resolved under this Section unless and until the dispute is resolved or until this Agreement is terminated as provided herein. Except for disputes relating to the payment of Licensor invoices as described in Section 8.7, the time frame for a party to cure any breach of the terms of this Agreement shall not be tolled by the pendency of any dispute resolution procedures.

21.5 Equitable Relief.

Notwithstanding anything contained in this Agreement to the contrary, the parties shall be entitled to seek injunctive or other equitable relief whenever the facts or circumstances would permit a party to seek such equitable relief in a court of competent jurisdiction.

22. Arbitration

22.1 Binding Nature.

Any claim or controversy arising out of or relating to this Agreement or the alleged breach hereof must be submitted and settled as set forth in this section.

22.2 Escalation Procedure.

If any party to this Agreement alleges that any other party to this Agreement has breached any of the terms of this Agreement, then the party alleging breach shall inform the other party or parties of their breach in writing pursuant to the notice provisions of this Agreement. Upon receipt of such notice, the allegedly nonperforming party shall have ten (10) days to cure the alleged breach. If the parties do not agree that effective cure has been accomplished by the end of the ten (10) day period, then the parties shall confer in good faith to resolve the dispute within fifteen (15) days of the expiration of the prior ten (10) day period. If the parties do not agree that effective cure has been accomplished by the end of the fifteen (15) day period, then upon written request of any party Licensor's Chief Operating Officer and Customer's Chief Financial Officer shall meet in person and confer in good faith to resolve the dispute within fifteen (15) days of the expiration

of the prior fifteen (15) day period. If the parties do not resolve the dispute through a meeting of Licensor's Chief Operating Officer and Customer's Chief Financial Officer, then the parties agree jointly to retain a mediator from a professional mediation organization (such as the American Arbitration Association, JAMS/Endispute, or the CPR Institute for Dispute Resolution) and to mediate the dispute within the next thirty (30) days.

22.3 Filing of Claim.

If, after the above procedures, the dispute remains unresolved, then the dispute shall be submitted to the office of the American Arbitration Association located closest to Tucson, Arizona and shall be settled by arbitration to occur in Tucson, Arizona. said arbitration to be administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules in effect at the time of the arbitration and the laws of the State of Arizona governing such arbitrations. Such arbitration must be filed within twelve (12) months of the first accrual of the cause of action, and the parties agree that the statute of limitations for any cause of action brought pursuant to, in connection with, or relating to the provision of the Services or any other subject matter of this Agreement shall be twelve (12) months from the first accrual of the cause of action.

22.4 General Rules.

The arbitration shall be heard and decided no later than seven (7) months after the notice of arbitration is filed with the American Arbitration Association. The arbitrators shall hear and determine any preliminary issue of law asserted by a party to be dispositive of any claim, in whole or in part, in the manner of a court hearing a motion to dismiss for failure to state a claim or for summary judgment, pursuant to such terms and procedures as the arbitrators deem appropriate. No witness or party may be required to waive any privilege recognized under [State] law. The hearing shall not last longer than four (4) days unless all parties agree otherwise, with time to be divided equally between Licensor and Customer. In the event of such arbitration each party shall select an impartial arbitrator and the parties' impartial arbitrators shall select a chief arbitrator from a list provided by the American Arbitration Association.

22.5 Discovery.

For good cause shown, the arbitrators may permit each side to serve no more than fifteen (15) document requests (including subparts) and ten (10) interrogatories (including subparts) on the opposing parties. For good cause shown, the arbitrators may permit each side to subpoena no more than two (2) third party witnesses for testimonial depositions (each deposition not to exceed two (2) hours of examination by Licensor and not to exceed two (2) hours of examination by Customer) if the witnesses cannot be compelled to attend the arbitration, and no more than two (2) current (at the time of the subpoena) employees of each opposing party for testimonial depositions (each deposition not to exceed two (2) hours of examination

by Licensor and not to exceed two (2) hours of examination by Customer) if the witnesses cannot be compelled to attend the arbitration. Any discovery as set forth above shall be governed by the Federal Rules of Civil Procedure and the precedents applicable to cases brought in the United States District Court for the United States District of Arizona. No other discovery shall be permitted except by written agreement of all parties. The parties and the arbitrators shall treat all aspects of the arbitration proceedings, including, without limitation, discovery, testimony and other evidence, briefs, and the award, as strictly confidential and not subject to disclosure to any third party or entity, other than to the parties, the arbitrators, and the American Arbitration Association. The arbitrators must give full effect to the applicable law and to all terms of this Agreement, and are specifically divested of any power to render decisions in derogation thereof.

22.6 Decision.

The arbitrators shall issue written findings of fact and conclusions of law, the decisions of the arbitrators will be binding and conclusive upon all parties involved, and judgment upon any decision of the arbitrators may be entered in the highest court of any forum, federal or state, having jurisdiction thereof.

23. Waiver of Breach

No waiver of breach or failure to exercise any option, right, or privilege under the terms of this Agreement or any order on any occasion or occasions shall be construed to be a waiver of the same or any other option, right, or privilege on any other occasion.

24. Force Majeure

Neither party shall be responsible for any delay or failure in performance of any part of this Agreement to the extent that such delay or failure is caused by fire, flood, explosion, war, embargo, government requirement, civil, or military authority, act of God, act or omission of carriers, or other similar causes beyond its control.

25. Covenant of Good Faith

Each Party agrees that, in its respective dealings with the other Party under or in connection with this Agreement, it shall act in good faith.

26. Third Party Beneficiaries

This Agreement is entered into solely for the benefit of Licensor and

Customer. No third party shall have the right to make any claim or assert any right under it, and no third party shall be deemed a beneficiary of this Agreement.

27. Electronic Transfer of Intellectual Property

If necessary, Licensor reserves the right to deliver any Software deliverable under this Agreement including any updates or patches, via download, file transfer protocol (ftp), or through the use of Licensor's copy of the tangible Software media.

28. Legal Fees

In the event of litigation relating to the enforcement of this Agreement, the prevailing party shall be entitled to recover its reasonable attorneys' fees from the non-prevailing party.

29. No Construction against Drafter

The parties agree that any principle of construction or rule of law that provides that an agreement shall be construed against the drafter of the agreement in the event of any inconsistency or ambiguity in such agreement shall not apply to the terms and conditions of this Agreement.

30. Notices

All notices, demands, or other communications herein provided to be given or that may be given by any party to the other shall be deemed to have been duly given when made in writing and delivered in person, or upon receipt, if deposited in the United States mail, postage prepaid, certified mail, return receipt requested, as follows:

Notices to Licensor: 6302 E. Dr. Martin Luther King Jr. Blvd,
Suite 450A Tampa, FL 33619

or to such address as the parties may provide to each other in writing from time to time.

31. Background, Enumerations, and Headings (Chapter 6.A)

The "Background," enumerations, and headings contained in this Agreement are for convenience of reference only and are not intended to have any substantive significance in interpreting this Agreement.

32. Incorporation of Appendices and Exhibits

Appendices [list] referred to in this Agreement and attached hereto are integral parts of this Agreement and are incorporated herein by this reference.

33. Severability

If any of the provisions of this Agreement shall be invalid or unenforceable under the laws of the jurisdiction where enforcement is sought whether on the basis of a court decision or of arbitral award applicable to the entire Agreement, such invalidity or unenforceability shall not invalidate or render unenforceable the entire Agreement but rather the entire Agreement shall be construed as if not containing the particular invalid or unenforceable provision or provisions and the rights and obligations of Licensor and Customer shall be construed and enforced accordingly.

34. Counterparts

This Agreement and any Appendix hereto, may be executed simultaneously in two (2) or more counterparts, each of which will be considered an original, but all of which together will constitute one and the same instrument.

35. Facsimile Execution

The parties agree that transmission to the other party of this Agreement with its facsimile signatures shall suffice to bind the party transmitting same to this Agreement in the same manner as if an original signature had been delivered.

36. Entire Agreement (Chapter 6.Q)

This Agreement, the appendices, and subordinate documents referenced in this Agreement constitute the entire agreement between the parties with respect to the subject matter contained herein. **Customer hereby represents and acknowledges that in entering into this Agreement it did not rely on any representations or warranties other than those explicitly set forth in this Agreement.** Both parties hereto represent that they have read this Agreement, understand it, agree to be bound by all terms and conditions stated herein, and acknowledge receipt of a signed, true, and exact copy of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first written above.

CUSTOMER:

Date:

By:

LICENSOR: RISC, LLC

Date: 1/1/2020

By: Stamatis Ferarolis, RISC AMERICA LLC

Exhibit A

- The following fee schedule for the RISC Pro membership and the Vendor Connect software is outlined in this Exhibit and is subject to change.

Licensed users must pay as follows:

Monthly licensing fee: \$125.00