SOFTWARE LICENSE AND MASTER SERVICES AGREEMENT

This Software License and Master Services Agreement (the "Agreement") is made as of _____, 20____ (the "Effective Date") between **ORGANIZING CHAOS, LLC**, an Alabama limited liability company ("**Company**"), having its principal place of business at 3545 Market Street, Birmingham, Alabama 35226, Attn: Chief Executive Officer, and [_____], ("**Customer**"), having its principal place of business at _____ .

1. Definitions

(a) Affiliates. "**Affiliates**" means, as to a party, any other entity that directly or indirectly controls, is under common control with, or is controlled by, such party; as used in this definition, "control" and its derivatives mean possession, directly or indirectly, of power to direct the management or policies of an entity.

(b) Business. "**Business**" means the Company's developing, marketing, licensing, and selling of software applications and related services that aid in organization or creation of school fundraising campaigns or other revenue generation by, among other things: (i) managing contracts, payables, reporting, social media, communications and fundraising, (ii) creating custom fundraising pages and marketing content, (iii) assisting with reporting and analytics, and (iv) connecting such schools with participating businesses that can offer products, services, and rewards for use in the school's fundraising campaigns.

(c) Business Day. "**Business Day**" means any day other than (i) a Saturday or Sunday or (ii) a Federally recognized holiday where the banking institutions located in Birmingham, Alabama are permitted or required by law, executive order or governmental decree to remain closed.

(d) Customer Marks. "**Customer Marks**" means any trademark or service mark, whether or not registered, that is supplied to Company for use in providing services under this Agreement.

(e) Customer Data. "**Customer Data**" means any of Customer's documents, electronic files or other information entered into the Software.

(f) Disclosing Party. "**Disclosing Party**" means the party who is disclosing the Confidential Information and Trade Secrets to the Receiving Party.

(g) Documentation. "**Documentation**" means any online or printed user manuals, functional specifications attached to this Agreement that are provided to Customer by Company, and any derivative works of the foregoing.

(h) Error. "Error" means any reproducible material failure of the Software to function in accordance with its Documentation.

(i) End User. "**End User**" means Customer or its employees or other representatives who have been granted access to use the Software all of whom has agreed to the terms of Company's Required Terms, as specified in Section 3(b), regardless of whether or not the End User actually accesses the Software.

(j) Person. "**Person**" means any natural person, firm, general or limited partnership, corporation, association, limited liability company or other entity, as the context may require.

(k) P1 Error. "**P1 Error**" means an Error in the Software that causes all of the End Users to be unable to access or use any of the critical functions of the Software, and for which no workaround is available.

(l) P2 Error. "**P2 Error**" means an Error in the Software that causes either (i) some of the End Users to be unable to access or use any of the critical functions of the Software, or (ii) some, but not all, of the critical functions of the Software to be inaccessible or non-functional for all of the End Users, in either case where there is no workaround available.

(m) P3 Error. "**P3 Error**" means an Error in the Software that is not a P1 Error or a P2 Error.

(n) Product Enhancements. "**Product Enhancements**" means any new features or other extensions or modifications of the Software developed by Company. "Product Enhancements" does not include new features or extensions or modifications of the Software to the extent incorporated into a general Update.

(o) Receiving Party. "**Receiving Party**" means the party who is receiving the Confidential Information and Trade Secrets from the Disclosing Party.

(p) Software. "**Software**" means Company's Business software-as-a-service (cloud-based) application accessible via a web based portal and any associated database structures and queries, user interfaces, system interfaces, tools, and the like, together with any and all revisions, modifications, and updates thereof, all as are supplied or made available by Company pursuant to this Agreement. Software includes Product Enhancements and Updates relating thereto that may be provided hereunder, and any derivative works of the foregoing developed by any party with respect to the Business.

(q) Support. "**Support**" means the ongoing services by Company to support the Software as defined in Section 4 below.

(r) Update. "**Update**" means any patch, bug fix, release, version, modification or successor to the Software. A Product Enhancement will not be considered an "Update."

2. License

(a) License. During the term and subject to the terms of this Agreement, Company hereby grants to Customer a non-exclusive, non-transferable, non-sublicensable right and license to use the Software for its internal business purposes.

(b) License and Use Restrictions. Customer shall not, directly, indirectly, alone, or with another party, (i) copy, download, disassemble, reverse engineer, or decompile the Software; (ii) modify, create derivative works based upon, or translate the Software; (iii) transfer or otherwise grant any rights in the Software in any form to any other party, nor shall Customer attempt to do any of the foregoing or cause or permit any third party to do or attempt to do any of the foregoing, except as expressly permitted hereunder.

(c) End User Access. Company has the right at any time to terminate access to any End User if Company reasonably believes that such termination is necessary to preserve the security, integrity, or accessibility of the Software or Company's network.

(d) Exports. Both parties understand that the Software is subject to U.S. export controls and trade sanctions and that such controls and sanctions are extraterritorial. Each party shall

comply with all applicable federal, state, and local laws and regulations governing the manufacture or sale of the Software covered by this Agreement, including US export control laws and Department of Commerce and Treasury regulations governing sales to prohibited End Users. As such, Customer or its End Users shall not divert, use, export, reexport or transship the Software to any country where export or use is prohibited or to any person prohibited by the Office of Foreign Assets Control. In order to comply with U.S. export laws, Customer shall seek written approval from Company prior to the use of the license by an End User outside the United States. In the event that Company grants such written approval to Customer, the End User is permitted to use the Software license, as applicable. Customer shall cause its End Users to comply with this Section 2(d) and shall be liable for failure of its End User's to comply with this Section 2(d).

(e) Software Delivery. The Software is delivered to the End Users through a website over the internet via a Software as a Service ("**SAAS**") model. Company shall provide passwords to End Users who will access the website to use the Software.

3. Customer Responsibilities

(a) Misrepresentations. Customer shall not make any statements concerning the Software or likely results that might obtain from the use of the Software except for such statements as are directly supported by marketing materials or Documentation provided by Company or any publicly-available Company web site. Customer shall not make any false or misleading statements concerning Company or the Software.

(b) Required Terms. For each End User to whom Customer wishes to provide access to the Software, Customer shall cause End User to enter into a written agreement with Company containing terms and conditions for End User's use of the Software that are approved by Company. An electronic End User license agreement to which an End User agrees by means of clicking or typing "I agree" or other affirmative electronic signature mechanism constitutes a written agreement for purposes of this paragraph. Company is not obligated to provide access to the Software to any End User prior to such End User 's execution of such End User terms of use.

4. Support and Training.

(a) Updates. Company shall deliver to Customer any Updates of the Software at no charge.

(b) Customer System Administrators. Customer shall at all times have one designated System Administrator, who will be the primary point-of-contact between Company and Customer for support issues. A System Administrator must also be Customer employee. Customer may only change a Customer System Administrator upon written notice (which may be by email) to Company. If the Customer System Administrator ceases to be employed by Customer, Customer shall immediately notify Company.

(c) Support Procedures. Customer shall route all Software-related support questions to a Customer System Administrator. If the System Administrator is unable to resolve the issue, then the System Administrator may contact Company for support. Company shall provide telephone help desk support to the Support Administrators from 8:30 AM to 5:30 PM Eastern Time on each business day. The System Administrators may obtain

after-hours support entering an "urgent" support request through Company's online support system.

5. Service Level Agreement

(a) Hosting. Company shall provide hosting for the Software subject to Section 12.

6. Governing Law and Mediation

(a) Governing Law; Venue. The laws of the State of Alabama (without giving effect to its conflict of laws principles) govern all matters arising out of or relating to this Agreement and the transactions it contemplates, including, without limitation, its interpretation, construction, performance, and enforcement. Any claims or actions regarding or arising out of this Agreement must be brought exclusively in a court of competent jurisdiction sitting in Birmingham, Alabama, and each party to this Agreement submits to the jurisdiction of such courts for the purposes of all legal actions and proceedings arising out of or relating to this Agreement. Company and Customer hereby waives, to the full extent permitted by law, any objection that it may now or hereafter have to the laying of venue of any such action in such court and any claim that any such action, suit or proceeding has been brought in an inconvenient forum.

(b) Mediation. Except for breach of the covenants contained in Section 10 or 13(a) to which the remedies contained in those sections shall apply, all disputes and controversies of every kind and nature between the parties to this Agreement arising out of or in connection with the existence, construction, validity, interpretation or meaning, performance, nonperformance, enforcement, operation, breach, continuance, or termination of the Agreement shall first be submitted to mediation pursuant to the procedure set forth in this Section 13(i). Company and Customer may demand such mediation in writing within fourteen (14) days after the controversy arises. The parties agree that the mediator shall be appointed locally from Birmingham Alabama. The mediation shall be held in Birmingham, Alabama and concluded within thirty (30) days of the selection of the mediator. The parties shall equally bear the cost of the mediator but otherwise bear their own costs in connection with the mediation.

(c) Recovery of Litigation Costs. If any legal action or other proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default or misrepresentation in connection with any of the provisions of this Agreement, the unsuccessful party shall pay to the successful party its reasonable attorneys' fees and other costs incurred in that action or proceeding, in addition to any other relief to which the successful party may be entitled.

7. Intellectual Property

(a) Ownership of Intellectual Property. Company owns all right, title and interest in and to the Software and Documentation as well as all Company trademarks and any other trademarks, copyrights, patents, service marks, common law rights or other intellectual property rights created or developed in connection with this Agreement by any party. To the extent that such rights do not automatically vest in Company as works made for hire, Customer hereby assigns any and all right, title and interest, including trademarks, copyrights, patents, service marks, common law rights or any other intellectual property rights, it

may have or acquire with respect to the Software and Documentation or otherwise, and Customer agrees, at Company's expense, to take any and all actions reasonably requested by Company to secure such rights for Company. Customer shall not challenge Company's ownership of the Software or Documentation nor any part thereof.

(b) <u>Domain Names</u>. Customer shall not register any domain names that are similar or identical to any trademarks, trade names, "doing business as" names, legal names, or product names of Company.

8. Financial Terms

(a) Customer shall pay Company an annual license fee as follows: $3,000 for high school, $2,000 for middle school and $1,000 for elementary school. The fee covers the license and services provided to Customer under this Agreement. This fee is due on the execution of this Agreement and thereafter annually upon the anniversary of the execution of this Agreement.

(b) <u>Suspension of Services</u>. Company may, in addition to other remedies it may have, including termination, suspend access to the Software to the End Users or the provision of all services to Customer if Customer fails to make payment required under this Agreement. Customer agrees to pay interest on delinquent amounts at the rate of 1½% per month (or, if lower, the maximum amount permitted by law) that a payment is overdue.

(c) <u>Taxes</u>. Customer is solely responsible for paying all sales taxes and any other taxes, including, without limitation, relating to the SaaS license, however characterized by the taxing authority.

(d) <u>Schoolpons</u>. If the Customer wants to utilize the Schoolpon feature, it will enter into an electronic agreement under Section 3(b) that contains the terms and conditions relating to Schoolpons.

9. Term and Termination

(a) <u>Term</u>. The term of this Agreement commences on the Effective Date hereof and will continue for an initial term of one (1) year ("**Initial Term**"). After the Initial Term, this Agreement will automatically renew for an unlimited number of additional 1 year terms unless (i) Customer gives written notice of non-renewal no later than 60 days prior to the end of the then current term or (ii) otherwise terminated as set forth herein for Cause.

(b) <u>Termination for Cause</u>. Either party can terminate this Agreement for cause upon written notice to the other party:

(i) if a party fails to pay the other party any delinquent amounts owed to the other party hereunder within 10 days of written notice by the other party specifying the amounts owed and in the case of Company;

(ii) in the case of Company, immediately upon any breach by Customer of Section 2(b) above;

(iii) if the other party has committed any other material breach of its obligations under this Agreement and has failed to cure such breach within 45 days of written notice by the non-breaching party specifying in reasonable detail the nature of the breach (or, if such breach is not reasonably curable within 45 days, has failed to begin and continue to work diligently and in good faith to cure such breach); or

(iv) upon the institution of bankruptcy or state law insolvency proceedings against the other party, if such proceedings are not dismissed within 30 days of commencement.

(c) <u>Obligations Upon Termination</u>. Upon termination of this Agreement:

(i) Company shall, within 30 days of termination, send Customer an electronic copy of its Customer Data in a structured file export;

(ii) Company shall immediately terminate access to the Software by all End Users; and

(iii) Customer shall immediately pay Company any amounts payable or accrued but not yet payable to Company, including any deferred payments or payments originally to be made over time.

10. Confidentiality

(a) "**Confidential Information**" means data and information:

(i) relating to the business of the Disclosing Party regardless of whether the data or information constitutes a Trade Secret;

(ii) disclosed to the Receiving Party or of which the Receiving Party became aware of as a consequence of the Receiving Party's relationship with the Disclosing Party;

(iii) having value to the Disclosing Party;

(iv) not generally known to competitors of the Disclosing Party; and

(v) which includes, without limitation, Trade Secrets (as defined below) and information pertaining to: (1) data and compilations of data relating to the business of the Disclosing Party, including without limitation any data and compilations relating to the items (2)-(11) and shall also be deemed to include all notes, analyses, compilations, studies, forecasts, interpretations or other documents prepared by Receiving Party that contain, reflect or are based upon, in whole or in part, the information delivered, disclosed or furnished to Recipient pursuant hereto; (2) lists of customers and potential customers and other data or information about, communications and agreements with, and proposals to customers and potential customers of the Disclosing Party, including without limitation prices offered or charged to customers and the Disclosing Party's costs for products or services provided to its customers, specific customers information pertaining to the Disclosing Party's projects, products, and services, and information pertaining to any customer complaints or disputes; (3) the Disclosing Party's financial information and financial statements; (4) information concerning the Disclosing Party's past, current, and prospective business plans, marketing strategies, products and services, and customers and end users, including but not limited to new project timelines, future market and product plans, inventory, sales, and cost and expense reports, and information concerning past, current, and projected sales, bids or other proposals to offer or acquire products or services; (5) employee and contractor lists and other information about the Disclosing Party's employees and independent contracting consultants, including without limitation information regarding the relative skills, experience, compensation, and incentives of the Disclosing Party's other employees and contractors; (6) data or information concerning, communications and agreements with, and proposals to, the Disclosing Party's wholesalers, distributors, vendors, and

licensors and other sources of technology, products, services or components used in the business of the Disclosing Party and amounts charged to the Disclosing Party by its wholesalers, distributors, vendors, and service providers; (7) know-how, and other information of a technical or economic nature relating to the Disclosing Party and its Affiliates, and customers, including without limitation computer software, hardware, network and internet technology utilized, modified or enhanced by the Disclosing Party and negative know-how, which is information about what the Disclosing Party tried that did not work, if that information is not generally known or easily ascertainable by the Disclosing Party's competitors and would give them an unfair advantage in knowing what not to do; (8) the Disclosing Party's research and development records and data; (9) data acquired or maintained by the Disclosing Party and methods for managing, accessing, searching, or utilizing the data and any reports or certificates associated therewith; (10) any summary, extract or analysis of such information; and (11) any information that has been received or disclosed to the Disclosing Party by any third party as to which the Disclosing Party has an obligation to treat as confidential.

Confidential Information does not include data or information: (A) which has been voluntarily disclosed to the public by the Disclosing Party, except where such public disclosure has been made by the Receiving Party without authorization from the Disclosing Party; (B) which has been independently developed and disclosed by others; or (C) which has otherwise entered the public domain through lawful means.

(b) Definition Trade Secrets. means Disclosing Party's trade secrets (as defined under applicable law), as the same may be amended from time to time.

(c) Use of Confidential Information. Each party shall only use Confidential Information furnished to it hereunder in furtherance of the activities contemplated by this Agreement, and it shall not disclose the Confidential Information to any other Persons without the Disclosing Party's express written authorization. Upon termination of the Agreement for any reason, Receiving Party shall return (or at Disclosing Party's written request, destroy) to Disclosing Party all things and documents containing Confidential Information or Trade Secrets (including physical or electronic copies of the foregoing) in Receiving Party's possession, whether made by Receiving Party or others, will be left with or returned to Disclosing Party. All "Confidential Information" subject to the provisions of this Section 10 must be either clearly marked as such or reasonably understood by the Receiving Party from the nature of its disclosure to be confidential. For purposes of the restrictions in this Section 10(c), (i) "**Receiving Party**" means Receiving Party, its employees, representatives and Affiliates, and (ii) Receiving Party shall cause all of the foregoing to be bound by the provisions hereof.

(d) Required Disclosures. A Receiving Party may disclose Confidential Information of the Disclosing Party as required to comply with binding orders of governmental entities that have jurisdiction over it or as otherwise required by law, provided that the Receiving Party (i) gives the Disclosing Party reasonable written notice to allow it to seek a protective order or other appropriate remedy (except to the extent compliance with the foregoing would cause the Receiving Party to violate a court

order or other legal requirement), (ii) discloses only such information as is required by the governmental entity or otherwise required by law, and (iii) and uses its best efforts to obtain confidential treatment for any Confidential Information so disclosed.

(e) Remedies. Receiving Party understands and agrees that Disclosing Party shall suffer irreparable harm in the event Receiving Party breaches any of its obligations pursuant to Section 10 and that monetary damages will be inadequate to compensate Disclosing Party for such breach. Receiving Party agrees that, in the event of a breach or threatened breach of Section 10, Disclosing Party, in addition to any other rights, remedies or damages available to Disclosing Party at law, shall be entitled to a temporary restraining order, preliminary injunction or permanent injunction in order to prevent or to restrain any such breach by Receiving Party, its officers, employees, agents, attorneys and representatives or by any of Receiving Party's Affiliates and such Affiliates officers, employees, agents, attorneys and representatives, or any other Person who receives Confidential Information and/or Trade Secrets from the Receiving Party (and to cover all costs (including reasonable attorneys' fees) in doing so).

(f) Survival. The parties hereto covenant and agree that this Section 10 shall continue to bind Receiving Party during the term of the Agreement and (i) with respect to all Trade Secrets, at all times hereafter so long as such Trade Secrets constitute trade secrets under applicable law, and (ii) with respect to all Confidential Information, at all times hereafter so long as such Confidential Information constitutes Confidential Information.

11. Indemnification

(a) Indemnification. Each party shall indemnify, defend and hold harmless the other, and its shareholders, members, board of directors, board of managers, officers, employees, agents and representatives (each, an "**Indemnified Party**") at all times from and after the Effective Date against any liability, loss, damages (including punitive damages), claim, settlement payment, cost and expense, interest, award, judgment, diminution in value, fine, fee, and penalty, or other charge, including reasonable legal expenses, arising out of or relating to any claim by an unaffiliated third party (i) alleging that the use in accordance with this Agreement of the Software (in the case of Company) or the Customer Marks or Customer Data (in the case of Customer) infringes or misappropriates any copyright, patent, trademark, trade secret, right of privacy of an unaffiliated third party, or violate or contradict any law or any order of a court or administrative tribunal of such unaffiliated third party, or (ii) that arises or is alleged to have arisen solely out of the gross negligence or intentional misconduct of the indemnifying party (each a "**Third Party Claim**"). Notwithstanding the foregoing, if the Software becomes the subject of such a claim of infringement then Company may, at its option: (x) procure for Customer the right to use the Software free of any liability for infringement; (y) replace or modify the Software to make it non-infringing but with reasonably comparable functionality; or (z) if Company determines that the previous two options are not available on a commercially reasonable basis, grant to Customer a credit for the unused portion of any prepaid access rights fees and refund any deposits paid by Customer for the affected

Software. Furthermore, Company has no liability for, and no obligation to indemnify Customer against, any Third Party Claim arising or alleging based in whole or in part on use of the Software other than as specified in this Agreement, or its Documentation, including use with third party hardware and software products not specifically authorized by Company.

(b) Customer shall indemnify, defend and hold harmless Company, its shareholders, board of directors, officers, employees, agents and representatives at all times from and after the Effective Date against any liability, loss, damages (including punitive damages), claim, settlement payment, cost and expense, interest, award, judgment, diminution in value, fine, fee, and penalty, or other charge, including reasonable legal expenses, arising out of or relating to (i) any End User failure to comply with Sections 2(b), 2(e) and 7(a) of this Agreement or violation of the Company terms of use by any End User or (iii) any violation of this Agreement by Customer's independent contractor(s).

(c) <u>Indemnification Process</u>. The Indemnified Party shall promptly notify the indemnifying party in writing of any Third Party Claim, stating the nature and basis of the Third Party Claim, to the extent known. The indemnifying party shall have sole control over the defense and settlement of any Third Party Claim, provided that, within 15 days after receipt of the above-described notice, the indemnifying party notifies the Indemnified Party of its election to so assume full control. The foregoing notwithstanding, the Indemnified Party shall be entitled to participate in the defense of such Third Party Claim and to employ counsel at its own expense to assist in the handling of such claim, except that the Indemnified Party's legal expenses in exercising this right shall be deemed legal expenses subject to indemnification hereunder to the extent that (x) the indemnifying party fails or refuses to assume control over the defense of the Third Party Claim within the time period set forth above; (y) the Indemnified Party deems it reasonably necessary to file an answer or take similar action to prevent the entry of a default judgment, temporary restraining order, or preliminary injunction against it; or (z) representation of both parties by the same counsel would, in the opinion of that counsel, constitute a conflict of interest. The Indemnifying Party shall not settle any such Third Party Claim without the written consent of the Indemnified Party, except for a complete settlement requiring only the payment of money damages to be paid by the Indemnifying Party.

(d) <u>Sole Remedy</u>. Indemnification pursuant to this Section is the parties' sole remedy for any third party claim against the other party in the nature of gross negligence, intentional misconduct, intellectual property infringement, or invasion of privacy.

12. Disclaimers and Limitations

(a) <u>Disclaimer of Warranties</u>. OTHER THAN AS EXPRESSLY SET FORTH IN THIS AGREEMENT, COMPANY MAKES NO, AND HEREBY DISCLAIMS ANY, REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO THE SOFTWARE, THE SERVICES PROVIDED OR THE AVAILABILITY, FUNCTIONALITY, PERFORMANCE OR RESULTS OF USE OF THE SOFTWARE. WITHOUT LIMITING THE FOREGOING, EXCEPT AS SPECIFICALLY SET FORTH HEREIN, COMPANY DISCLAIMS ANY WARRANTY THAT THE SOFTWARE, THE HOSTING OR OTHER SERVICES PROVIDED BY COMPANY, OR THE OPERATION OF THE SOFTWARE ARE OR WILL BE ACCURATE, ERROR-FREE OR UNINTERRUPTED. COMPANY MAKES NO, AND HEREBY DISCLAIMS ANY, IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, OF FITNESS FOR ANY PARTICULAR PURPOSE OR ARISING BY USAGE OF TRADE, COURSE OF DEALING OR COURSE OF PERFORMANCE.

(b) <u>Disclaimer of Consequential Damages</u>. COMPANY HAS NO LIABILITY WITH RESPECT TO THE SOFTWARE, SERVICES, OR ITS OTHER OBLIGATIONS UNDER THIS AGREEMENT OR OTHERWISE FOR CONSEQUENTIAL, EXEMPLARY, SPECIAL, INCIDENTAL, OR PUNITIVE DAMAGES (INCLUDING WITHOUT LIMITATION LOSS OF PROFITS AND THE COST OF COVER) HOWEVER CAUSED AND ON ANY THEORY OF LIABILITY, WHETHER IN BREACH OF CONTRACT, NEGLIGENCE, STRICT LIABILITY, MISREPRESENTATIONS, OR ANY OTHER TORTS EVEN IF COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

(c) <u>Limitations of Remedies and Liability</u>. EXCEPT FOR ANY CLAIMS SUBJECT TO INDEMNIFICATION HEREUNDER, CUSTOMER'S SOLE REMEDIES FOR ANY BREACH OF THIS AGREEMENT BY COMPANY ARE CORRECTION OF ERRORS AS SET FORTH HEREIN AND THE REPROCESSING OF ANY DATA THAT IS INCORRECT AS A RESULT OF THE BREACH AND THE APPLICATION OF ANY SERVICE LEVEL CREDITS AS DESCRIBED IN THIS AGREEMENT. EXCEPT FOR SERVICE LEVEL CREDITS APPLIED AS DESCRIBED ELSEWHERE IN THIS AGREEMENT, COMPANY'S TOTAL LIABILITY TO CUSTOMER FOR ANY REASON AND UPON ANY CAUSE OF ACTION INCLUDING WITHOUT LIMITATION, BREACH OF CONTRACT, NEGLIGENCE, STRICT LIABILITY, MISREPRESENTATIONS, AND OTHER TORTS, IS LIMITED TO ALL FEES PAID TO COMPANY BY THE CUSTOMER UNDER THIS AGREEMENT DURING THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE EVENTS GIVING RISE TO THE LIABILITY.

13. General

(a) <u>Non-Solicitation</u>. Customer shall not, during and for 2 years after the termination or expiration of this Agreement, regardless of reason, hire or attempt to hire, directly or indirectly, any person who, during the previous twelve (12) months, was an employee of Company unless such employee has ceased to work at Company for at least six (6) months. If Customer breaches this paragraph, Customer shall pay Company, at its option, a referral fee in the amount of thirty percent (30%) of the employee's gross compensation at Company for the immediately preceding year. The parties agree this is a reasonable pre estimate of damages to Company and is not intended as a penalty. The referral fee is in addition to, and not in lieu of, any

other remedy that Company may have in law or in equity, including, without limitation the remedy contained in Section 10(e). Such referral fee is due and payable within 10 days after Company elects such remedy in writing to Customer.

(b) Force Majeure. "**Force Majeure Event**" means any act or event that (a) prevents a party (the "**Nonperforming Party**") from performing its obligations or satisfying a condition to the other party's (the "**Performing Party**") obligations under this Agreement, (b) is beyond the reasonable control of and not the fault of the Nonperforming Party, and (c) the Nonperforming Party has not, through commercially reasonable efforts, been able to avoid or overcome. "Force Majeure Event" does not include economic hardship, changes in market conditions, and insufficiency of funds. If a Force Majeure Event occurs, the Nonperforming Party is excused from the performance thereby prevented and from satisfying any conditions precedent to the other party's performance that cannot be satisfied, in each case to the extent limited or prevented by the Force Majeure Event. When the Nonperforming Party is able to resume its performance or satisfy the conditions precedent to the other party's obligations, the Nonperforming Party shall immediately resume performance under this Agreement. The relief offered by this paragraph is the exclusive remedy available to the Performing Party with respect to a Force Majeure Event.

(c) Assignment. Customer shall not assign any of its rights under this Agreement, except with the prior written consent of Company. The preceding sentence applies to all assignments of rights, whether they are voluntary or involuntary, by merger, consolidation, dissolution, operation of law or any other manner. Any change of control transaction is deemed an assignment hereunder. Any purported assignment of rights in violation of this Section is void.

(d) Entire Agreement. This Agreement constitutes the final, complete and exclusive expression of agreement between the parties on the matters contained in this Agreement. All prior and contemporaneous negotiations and agreements between the parties on the matters contained in this Agreement are expressly merged into and superseded by this Agreement. The provisions of this Agreement cannot be explained, supplemented or qualified through evidence of trade usage or a prior course of dealings. In entering into this Agreement, neither party has relied upon any statement, representation, warranty or agreement of any other party except for those expressly contained in this Agreement. There are no conditions precedent to the effectiveness of this Agreement, other than any that are expressly stated in this Agreement.

(e) Notices. Unless notice specifically allows email as provided in such section, all communications or notices required or permitted by this Agreement shall be in writing and shall be deemed to have been given (i) on the date of personal delivery to an officer of or personally to the other party, or (ii) the day following deposit when properly deposited for overnight delivery with a nationally-recognized commercial overnight delivery service, prepaid, and addressed as provided in the initial paragraph of this Agreement, unless and until either of such parties notifies the other in accordance with this Section of a change of address.

(f) Amendments. The parties can amend this Agreement only by a written agreement of the parties that identifies itself as an amendment to this Agreement.

(g) Survival of Certain Provisions. Each party hereto covenants and agrees that the provisions in Sections 1, 2(b), 2(c), 6, 7(a), 10, 11, 12 and 13 in addition to any other provision that, by its terms, is intended to survive the expiration or termination of this Agreement, shall survive the expiration or termination of this Agreement.

(h) Authorized Representatives. The individual signing on behalf of each party below represents and warrants to the other party that such individual is authorized to enter into this contract on behalf of, and to bind, the party for which he or she is signing.

COMPANY:

ORGANIZING CHAOS, LLC

By: _____

Print: _____

Title: _____

CUSTOMER:

[_____]

By: _____

Print: _____

Title: _____