

LIMBIC ARC™, LLC

SOFTWARE AS A SERVICE (“SaaS”) AGREEMENT

This is the Agreement between You and Limbic Arc (we may slip & call ourselves the "Company" once in a while. We may also call ourselves "Our" or "We," or "Us" – see We just did it!). An Affiliate(s) is either "Affiliate(s)," "You", or "Your." Together, You and the Company are the "Parties."

1. We hate big words as much as You, but sometimes they're necessary. We'll try to keep 'em to a minimum, but when We do use 'em, here's what they mean:
 - 1.1. "**Aggregated Statistics**" means information related to Your use of the Services.
 - 1.2. "**Authorized User**" means Your employees who have access to the Services.
 - 1.3. "**Business Entity**" means a corporation, partnership, limited liability company, trust, or other form of business organization other than a Sole Proprietorship or Partnership.
 - 1.4. "**Company IP**" (**Intellectual Property**). "Company IP" is the Services and Statistics, information, data, or other content derived from Our monitoring Your access to the Services.
 - 1.5. "**Materials**" means the Company's PowerPoint presentation(s) relating to the Services at limbicarc.com.
 - 1.6. "**Our Stuff**" means the material that we compile or develop. Examples of Our Stuff includes, but is not limited to, the Service, our database of Customers and Affiliates, and Company I.P.
 - 1.7. "**Person**" means an individual or Business Entity.
 - 1.8. "**Services**" means Your subscription and everything that comes with it.
 - 1.9. "**Subscriber Data**" means information, data, and other content, that is transmitted by You or an Authorized User. It does NOT include Aggregated Statistics.
2.
 - 2.1. You may use the Services so long as You pay for them! Your use is limited to Your own use though, so You may not give access to others, including Your friends. We'll send You passwords and links so You can access the Services.
 - 2.2. We grant only You a license to use the Materials during the Term for only Your own use in connection with the Services.
 - 2.3. You will only use the Services for the reasons specified in this Agreement. You will not let anyone to: (i) copy, modify, or create derivative works of the Services, (ii) make the Services available to anyone else; (iii) try to gain access to any

software component of the Services; (iv) remove any proprietary notices from the Services; or (v) use the Services for any purpose that violates the Intellectual Property rights of anyone else.

- 2.4. We get the rights that are not granted to You; We keep Our Intellectual Property.
- 2.5. We can temporarily suspend You or some or all the Services if: (A) there is a threat to Our IP; (B) if You use Our IP in a way that presents a security risk; (C) You use Our IP for fraudulent or illegal activities; (D) You become bankrupt. (We will try to provide notice of a Service Suspension to You and when You can anticipate Service Suspension to end, but We are not liable for Your losses from the Service Suspension.
- 2.6. We may monitor Your use of the Services and collect Statistics. Those Aggregated Statistics are Our stuff, and You agree that We may use it as We wish!

3.

- 3.1. You agree to pay the monthly subscription fee, and that the monthly subscription fee will be automatically renewed every month on approximately the monthly purchase anniversary date unless Company is notified prior to the end of the previous subscription period.
- 3.2. Because We only accept credit & debit cards, if Your monthly subscription charge is declined, We may, of course, suspend Your access to the Services.
- 3.3. Inflation sucks, but it's a fact of life! We must of course be able to respond. Therefore, We may increase Your monthly subscription fee (We really don't want to though) at Our reasonable discretion. We will of course give You 30-days' notice before any price increase becomes effective.
- 3.4. You may not use another person's credit or debit card for Your subscription to the Services.
- 3.5. You're responsible for all sales, use, and excise taxes on any amounts on Your purchase.
- 3.6. We own Our stuff, and You own Your stuff! It's that simple. Our stuff is anything We compile or create, such as Our database of customers, and the Services. You will not use Our stuff in a manner that is inconsistent with Our ownership.
- ~~3.7.~~ If You, send any communication suggesting changes to any of Our stuff, You agree that We can use Your ideas without paying You for them. (~~We're cheap that way!~~)

4.

- 4.1. LIMITED WARRANTY. We will try to maintain the Services in a manner that minimizes errors and interruptions in the Services, but sometimes emergency maintenance is needed. If Services are temporarily unavailable, we will try to provide advance notice of service disruptions. WE DISCLAIM ALL WARRANTIES FOR PRODUCTS WE DO NOT PRODUCE.

- 4.2. EXCEPT FOR THE LIMITED WARRANTY SET FORTH IN SECTION 5.1, THE SERVICES AND OTHER COMPANY IP IS PROVIDED "AS IS," AND COMPANY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE. COMPANY SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT, AND ALL WARRANTIES ARISING FROM ANY COURSE OF DEALING, USAGE, OR TRADE PRACTICE. EXCEPT FOR THE LIMITED WARRANTY SET FORTH IN SECTION 6.1, COMPANY MAKES NO WARRANTY OF ANY KIND THAT THE COMPANY IP, OR ANY PRODUCTS WILL MEET SUBSCRIBER'S OR ANY OTHER PERSON'S REQUIREMENTS, OPERATE WITHOUT INTERRUPTION, ACHIEVE ANY INTENDED RESULT, BE COMPATIBLE OR WORK WITH ANY SOFTWARE, SYSTEM, OR OTHER SERVICES, OR BE SECURE, ACCURATE, COMPLETE, FREE OF HARMFUL CODE, OR ERROR FREE.
- 4.3. We apologize for getting lawyerly with You, but the lawyers made Us do it!
- 4.4. We will try to correct any problem with the Services with the limited warranty specified in Section 5.1, upon Your notice to the Company of any non-compliance. The remedies set forth in this Section 5.4 are Your sole remedy and Company's sole liability under the limited warranty set forth in this Section 5.1.

5.

5.1.

- 5.1.1. We will indemnify You from any losses You incur from any third-party claim, alleging that the Services infringes on the third party's United States Intellectual Property rights so long as You promptly notify Us of the claim in writing, and You allow Us to control the defense and settlement of the claim.
- 5.1.2. If an infringement claim appears likely You will allow Us to (i) modify or replace the Services, or any part of the Services to make it non-infringing, or (ii) obtain the right for You to continue use. If We determine that neither alternative is reasonably available, We may terminate any part of this Agreement or terminate it completely.
- 5.1.3. This Section 6.1 will not apply if the alleged infringement arises from: (i) use of the Services in combination with data, software, hardware, equipment, or technology not provided by Company or authorized by Company in writing; (ii) modifications to the Services not made by Company; (iii) Your Data; or (iv) Third-Party Products.

- 5.2. You shall indemnify, hold harmless, and, at Company's option, defend the Company from and against any Company and third-party losses, damages, liabilities, costs (including reasonable attorneys' fees) resulting from any Third-Party Claim that the Your Data, or any use of the Data in accordance with this Agreement, infringes or misappropriates such third party's intellectual property

rights and any Third-Party Claims based on Your or any Authorized User's (a) negligence or willful misconduct; (b) use of the Services in a manner not authorized by this Agreement; (c) use of the Services in combination with data, software, hardware, equipment, or technology not provided by Company or authorized by Company in writing; or (iv) modifications to the Services not made by Company, provided that You may not settle any Third-Party Claim against Company unless Company consents to such settlement, and further provided that Company will have the right, at its option and Your cost, to defend itself against any such Third-Party Claim or to participate in the defense thereof by counsel of its own choice.

5.3. SOLE REMEDY. THIS SECTION SETS FORTH SUBSCRIBER'S SOLE REMEDY AND COMPANY'S SOLE LIABILITY AND OBLIGATION FOR ANY ALLEGED CLAIMS THAT THE SERVICES INFRINGE RIGHTS OF ANY THIRD PARTY. IN NO EVENT WILL COMPANY'S LIABILITY UNDER THIS SECTION EXCEED THE AMOUNT OF FEES YOU PAID DURING THE TWELVE-MONTH PERIOD PRECEDING ASSERTION OF THE CLAIM.

6.

6.1. YOU AGREE TO WAIVE CLAIMS AGAINST US FOR: (a) CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, ENHANCED, OR PUNITIVE DAMAGES; (b) INCREASED COSTS, DIMINUTION IN VALUE OR LOST BUSINESS OR PROFITS; (c) LOSS OF GOODWILL OR REPUTATION; (d) LOSS OF ANY DATA, OR BREACH OF DATA OR SYSTEM SECURITY; OR (e) COST OF REPLACEMENT GOODS OR SERVICES, REGARDLESS WHETHER COMPANY WAS ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR IF THEY WERE FORESEEABLE. OUR LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT SHALL NOT EXCEED THE AMOUNT YOU PAID US IN THE TWELVE-MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO THE CLAIM.

SORRY, OUR LAWYERS MADE US DO THIS ONE TOO!

7.

7.1. This is a month-to-month agreement, but it automatically renews each month, unless of course it's cancelled for some reason!

7.2. We may cancel this Agreement if:

7.2.1. You don't pay for Your subscription when due; or (ii) You breach any of Your obligations under Section 2.3, Section 3, or Section 4; Either of us may terminate this Agreement, if the other Party breaches this Agreement, and the breach: (1) can't be fixed; or (2) remains unfixed for thirty days after the non-breaching Party provides the breaching Party with written notice of the breach; or

7.2.2. Either Party may terminate this Agreement, immediately upon written notice to the other Party, if the other Party: (i) is generally unable to pay its debts as they become due (that would really suck!); (iii) tries to assign this Agreement to its creditors; or (iv) is placed in a receivership.

7.3. SURVIVAL. Section 8, and all payment obligations shall survive the termination or expiration of this Agreement. In addition, any policy, which by its terms is to, or may occur after the termination of the Agreement, shall survive the termination of the Agreement.

8.

8.1. This Agreement is “Integrated.” That means a Tribunal (a court or arbitration panel) may not consider other representations, messages or promises (lawyers call it “extrinsic evidence”) when interpreting it.

8.2. Tribunals apply rules of construction when interpreting contracts. No rules of construction shall apply to this Agreement.

8.3. Any notice to be given to Us under the Agreement must be in writing and is considered given when transmitted by email, one day after the date of that email, or if mailed, five days after the date of mailing to the address of the Company’s headquarters at 1172 W 700 N STE 300, Lindon, UT 84042-1461 or to legal@limbicarc.com.

8.4. We can’t control a lot of things. Things out of Our control are called a “force majeure,” examples of which are ISP and provider outages, technology failure, cyber-attacks, human error, acts of God, flood, fire, earthquake, disasters and catastrophes such as pandemics & epidemics, explosion, war, terrorism, invasion, riot civil unrest, strikes, labor stoppages or slowdowns industrial disturbances, or passage of law or any action taken by a governmental or public authority, including imposing an embargo. If We can’t control it, it prevents us from performing Our end of the deal. We are not in breach of the Agreement if We are prevented from doing so by a force majeure.

8.5. AGREEMENT CHANGES. We may change the Agreement with 30-days’ notice. The changes will be posted in Affiliates’ Back Offices and will be emailed to Customers, but changes will not apply to actions taken before the change is effective.

8.6. If We make an exception to the Agreement, it’s a one-time exception only and the exception does not apply in the future.

8.7. If any provision of this Agreement is unenforceable only the unenforceable provision will be stricken. The rest of the Agreement shall remain in effect.

8.8. The law of Utah governs this Agreement.

8.9. Any Dispute by an Affiliate or former Affiliate arising out of or related to this Agreement, or the licenses granted hereunder, are subject to mediation and

binding arbitration in accordance with the Arbitration and Dispute Resolution policy.

8.10. You may not assign any of Your rights or delegate any of Your duties to the Agreement. Any effort to do so is null. This Agreement is binding on the Parties and their respective permitted successors and assigns. However, if We sell the company, We may assign all Agreements with Affiliates to the buyer, and We will not be in breach of the Agreement if We do so.

8.11. Each party acknowledges and agrees that a breach or threatened breach of Section 3 of this Agreement or of Sections 2.3 and/or 4 of this Agreement, would cause Us irreparable harm for which monetary damages would not be an adequate remedy. You agree that if such breach or threatened breach occurs, We will be entitled to equitable relief, including a restraining order, an injunction, specific performance, and any other relief that may be available from any court, without any requirement that We post a bond or other security, or to prove actual damages or that monetary damages are not an adequate remedy. This remedy is in addition to all other remedies that may be available at law, in equity, or otherwise.

9. **THIRD-PARTY CLAIMS.** We need to know if an Affiliate or Customer is charged with infringement of any proprietary right of an outside third party (i.e., someone who is not an Affiliate or Customer) arising from Our proprietary assets, or if an Affiliate becomes the subject of a claim related to his/her business conduct, the Affiliate or Customer must immediately notify the Company. The Company may take whatever action it deems necessary (including, but not limited to, controlling any litigation or settlement discussion) to protect itself. The Affiliate or Customer will take no action related to any claim unless the Company consents, which consent will not unreasonably be withheld.

MEDIATION & ARBITRATION

WHAT IS MANDATORY ARBITRATION. To expedite the resolution of all Disputes, the Company has instituted a mandatory arbitration procedure. Arbitration is the referral of a Dispute to an impartial third party selected by You and the Company. The Arbitration and Dispute Resolution Policy can be found on the Compliance & Legal section of Limbic Arc's website. It is incorporated by reference into this SaaS Agreement.

An arbitrator acts as a judge, listens to the parties' evidence, and renders a decision. The arbitrator's decision is binding and results in a judgment that is enforceable in a court of law. The object of arbitration is the final disposition of differences between the Parties in a faster, less expensive manner than is available in court proceedings. For ease of reference, the party initiating arbitration is called the "Petitioner" and the party(s) against whom the Petitioner has a grievance is the "Respondent(s)."