ATTACHMENT B



LICENSE AND SERVICES AGREEMENT

This License and Services Agreement*(the "**Agreement**") is entered into between Rotazio Inc, ("**Licensor**"), and the entity agreeing to these terms ("**Licensee**"). This Agreement incorporates Licensor's privacy policy ("Privacy Policy"). If any provisions of this Agreement conflict with the Privacy Policy's provisions, the provisions of the Privacy Policy control.*

THIS AGREEMENT IS EFFECTIVE AS OF THE DATE YOU CLICK THE "I ACCEPT" BUTTON BELOW, OR, IF APPLICABLE, THE DATE THE AGREEMENT IS COUNTERSIGNED (THE "EFFECTIVE DATE").

IF YOU ARE ACCEPTING ON BEHALF OF YOUR EMPLOYER OR ANOTHER ENTITY, YOU REPRESENT AND WARRANT THAT: (I) YOU HAVE FULL LEGAL AUTHORITY TO BIND YOUR EMPLOYER OR THE APPLICABLE ENTITY TO THESE TERMS; (II) YOU HAVE READ AND UNDERSTAND THIS AGREEMENT; AND (III) YOU AGREE ON BEHALF OF THE PARTY THAT YOU REPRESENT TO THIS AGREEMENT. IF YOU DON'T HAVE THE LEGAL AUTHORITY TO BIND YOUR EMPLOYER OR THE APPLICABLE ENTITY, PLEASE DO NOT CLICK THE "I ACCEPT" BUTTON BELOW (OR, IF APPLICABLE, DO NOT SIGN THIS AGREEMENT). THIS AGREEMENT GOVERNS LICENSEE'S ACCESS TO AND USE OF THE LICENSED DELIVERABLES (AS DEFINED BELOW) OFFERED BY LICENSOR.

AGREEMENT

NOW THEREFORE*, in consideration of the above premises and the mutual promises set forth below and subject to the terms and conditions hereof, the parties hereto agree as follows:*

1. CERTAIN DEFINITIONS. For purposes of this Agreement, the terms below are defined as follows:

ATTACHMENT B

a. DERIVATIVE WORK. The term "Derivative Work" means any revision, enhancement, modification, translation, abridgment, condensation, or expansion of any Licensed Deliverable or any form in which any Licensed Deliverable may be recast, transferred, or adapted.

b. LICENSED DELIVERABLES. The term "Licensed Deliverables" means collectively the Derivative Work, Licensed Materials, and Software.

c. LICENSED MATERIALS. The term "Licensed Materials" refers to all materials including documentation and support material, including any online training materials, in hard copy or electronic format (if available) designed to assist Licensee in the understanding, application, capability, maintenance, or use of the Licensed Deliverables which are delivered to Licensee by Licensor pursuant to or during the Term, and any updates or modifications thereof.

d. ORDER FORM. The term "Order Form" means a purchase commitment mutually agreed upon between Licensor and Licensee for any License to the Licensed Deliverables. Each Order Form is incorporated into and subject to this Agreement.

e. SOFTWARE. The term "Software" refers to (i) the proprietary software applications, in object or binary code only and not source code, made available to Licensee pursuant to the terms of this Agreement as more fully described on an Order Form, (ii) any professional or additional services outlined on an Order Form, and (iii) any Licensor delivered updates, upgrades, enhancements, or modifications to the Software, which will be delivered at Licensor's sole discretion.

2. LICENSE GRANT. Licensor hereby grants, and Licensee hereby accepts, subject to the terms and conditions of this Agreement, a limited, non-exclusive, non-sublicensable, non-transferable, license during the Term to use the Licensed Deliverables as set forth herein (the "License") and as more fully set forth on or limited by an Order Form. Licensee shall not have any rights to the Licensed Deliverables except as expressly granted in this Agreement. Licensor reserves to itself all rights to the Licensed Deliverables not expressly granted pursuant to this Agreement.

3. COPYRIGHT and TITLE. The Licensed Deliverables and any copy thereof, in whole or in part, and all copyrights, trade secrets and other proprietary rights therein, including any Derivative Work are and will remain the sole property of Licensor, regardless of the use made by Licensee of the same and in any format, and are protected by certain United States and international copyright laws and trademark laws. The License confers no title of ownership in the Licensed Deliverables and is

ATTACHMENT B

not a sale of any rights in the Licensed Deliverables. Licensee shall treat the Licensed Deliverables with at least the same standard of care as it treats any other material copyrighted or trademarked by a third party, in no case less than a reasonable standard of care. Licensee shall not, and shall use its best efforts to, cause its customers and any permitted sublicensees, if any, to not, challenge Licensor's ownership in or enforceability of Licensor's rights in and to any Licensed Deliverable or any related technology.

4. WARRANTY and INDEMNITY. Licensor shall defend, indemnify and hold harmless Licensee and its respective affiliates, directors, officers, employees, agents and representatives from and against any losses, damages, liabilities, expenses (including reasonable attorney fees), and judgments, in each case based on third-party claims that Licensee's authorized use of the Software violates or infringes any U.S. patent that has issued as of the Effective Date, copyright, trademark, or trade secret; provided that (a) Licensee gives Licensor prompt written notice of the claim; (b) Licensor has full and complete control over the defense and settlement of the claim; (c) Licensee provides assistance in connection with the defense and settlement of the claim as Licensor may reasonably request; and (d) Licensee complies with any settlement or court order made in connection with the claim (e.g., relating to the future use of any infringing materials). Licensor shall have the right to settle the claims of any claimant(s) in its sole and absolute discretion. Licensor will have no obligation under this Section 4 for any infringement to the extent that it arises out of or is based upon: (i) any unauthorized combination, operation, or use of the Software if such infringement would have been avoided but for such combination, operation, or use; (ii) designs, requirements, or specifications for the Software required by or Licensee, if the alleged infringement would not have occurred but for such designs, requirements, or specifications; (iii) use of the Software outside of the scope of the License; (iv) Licensee's failure to use the latest release of the Software or to comply with instructions provided by Licensor, if the alleged infringement would not have occurred but for such failure; or (v) any modification of the Software not made by Licensor where such infringement would not have occurred absent such modification. Licensee will defend, indemnify, hold harmless, and reimburse Licensor for any costs or damages that result from the actions in the foregoing sentence. This Section 4 states Licensor's sole and exclusive liability, and Licensee's sole and exclusive remedy, for the actual or alleged infringement by Licensor of any third-party intellectual property right by the Software. Licensor warrants that: (1) it shall perform any services provided hereunder in a professional and workmanlike manner; and (2) the Licensed Deliverables will operate in substantial conformity with the applicable Licensed Materials provided to Licensee.

ATTACHMENT B

5. USE OF LICENSED DELIVERABLES.

a. The Licensed Deliverables are for Licensee's use for its own internal business purposes, except with respect to any exceptions expressly set forth on an Order Form. Use of Licensed Materials is subject to the terms of use set forth in Sections 11–13 below, and the restrictions set forth in this Section will survive the termination of this Agreement. If there is unauthorized use by anyone who obtained access to the Licensed Deliverables directly or indirectly through Licensee, Licensee shall take all steps reasonably necessary to terminate the unauthorized use. Licensee will cooperate and assist with any actions taken by Licensor to prevent or terminate such unauthorized use.

b. ELECTRONIC MESSAGING. Licensor may include the ability to communicate with third parties, including emergency services or other Licensor customers, using SMS, other text message mechanisms, email, or other electronic messaging platforms (each an "Electronic Message"). To the extent Licensee opts-in to Electronic Messages, Licensee shall ensure that all Electronic Messages comply with applicable Law.

c. THIRD PARTY SOFTWARE. The Licensed Deliverables may contain or require use of third-party software that requires notices or additional terms and conditions. Such required third party software notices or additional terms and conditions are incorporated by reference into this Agreement and Licensor will provide copies or access to such additional notice, terms, and conditions upon Licensee's written request. By accepting this Agreement, Licensee is also accepting the additional terms and conditions, if any, set forth in such terms and conditions. Licensor makes no warranties and accepts no liability with respect to third party software.
d. SUBCONTRACTORS. Licensor may utilize subcontractors or other third party to perform its duties pursuant to this Agreement so long as Licensor remains responsible for all of its obligations pursuant to this Agreement.

6. PROFESSIONAL SERVICES. Licensor will provide any professional services, including without limitation, implementation services ("Professional Services"), that are described on the Order Form. Notwithstanding anything to the contrary in this Agreement or the Order Form, Licensor shall retain ownership of all of Licensor's intellectual property rights (including, without limitation, any rights to patent, copyrights, and trade secrets), whether now existing or whether conceived, developed, or reduced to practice, solely or jointly with others, in connection with this Agreement or otherwise, following the Effective Date. Licensor shall perform the Professional Services in accordance with the standards of care, diligence, skill, and judgment

ATTACHMENT B

normally exercised by firms and individuals in the industry with respect to services of a similar nature.

7. TERM, FEES AND PAYMENT.

a. TERM. This Agreement commences on the Effective Date and continues for an initial period of twelve (12) months unless provided otherwise on the Order Form (the "Initial Term"). At the end of the Initial Term and each renewal term (if any), this Agreement automatically renews for subsequent one-year terms (each such renewal term (if any), together with the Initial Term, the "Term"), unless terminated in accordance with Section 14 below.

b. FEES. In consideration of the License rights granted above, Licensee shall pay the Fees set forth on each Order Form, each due as set forth thereon. Further, Licensee shall pay the Fees set forth on the Order Form with respect to the Professional Services, if any, to be provided by Licensor thereunder. The fees for any renewal term under this Agreement or an applicable Order Form shall be at the then current price or rates unless Licensor notifies Licensee of a price or rate change before the end of the then-current term of such Order Form and shall be due in the same manner as set forth on such Order Form.

c. PAYMENT. All amounts payable hereunder by Licensee shall be payable in United States funds. The Licensee shall pay all fees, assessments, and taxes associated with the amounts due under this Agreement. A finance charge shall be imposed on all account balances outstanding over thirty (30) days from the date of Invoice. The finance charge is 1.5% per month or the highest rate allowed under applicable law, whichever is lower. During the Term and for three years thereafter, Licensee will keep current, complete, and accurate records regarding the reproduction, use and distribution of the Software. Licensee will provide such information to Licensor and certify that it has paid all fees required under this Agreement within fifteen (15) business days of any written request, so long as no more than one request is made in any twelve-month period. Licensee will, after reasonable prior notice from Licensor, provide Licensor and its representatives reasonable access to Licensee's premises, records, and personnel so that Licensor may audit and confirm that Licensee complies with this Agreement. If an audit reveals any reproduction, use, or distribution of any Licensed Deliverable that is not compliant with this Agreement, Licensee will promptly comply with this Agreement and make an additional payment as contemplated by this Agreement, plus interest at the rate specified in this Section 7. If the amount of the underpayment is 5% or greater, Licensee will promptly reimburse Licensor for its reasonable costs of conducting such audit.

ATTACHMENT B

8. ASSIGNMENT. Licensee shall not assign or otherwise transfer the License granted hereby or the rights granted hereunder without the prior written consent of Licensor. A request by Licensee to assign or otherwise transfer the License granted hereby must be in writing and Licensor shall have absolute, complete, and unqualified discretion in granting or denying such request. Any attempt to assign or otherwise transfer any of the rights, duties, or obligations hereunder without compliance with this Section is and shall be void ab initio. Licensor shall be permitted to assign this Agreement to any successor to all or substantially all of the assets of Licensor or the business unit of Licensor that is in the business of licensing the Licensed Deliverables, whether by merger, acquisition, asset sale, exclusive license, stock sale, or otherwise.

9. PERMISSION TO COPY Licensed Deliverables. Licensee may copy the Licensed Deliverables only as reasonably necessary to support a use authorized under this Agreement. Licensee shall maintain and place on any copy of the Licensed Deliverables which it reproduces any notice(s) or legend(s) embedded in or affixed to the Licensed Deliverables. Licensee shall reproduce and include the copyright notice on any copy. All copies of the Licensed Deliverables, whether provided by Licensor or made by Licensee as permitted by this Agreement, shall remain the property of Licensor. All other copying is prohibited.

10. UPDATES AND SUPPORT SERVICES. Licensor may provide updates to the Software without additional charge. So long as Licensee is current in payment of the all fees and is not in default of any material terms of the Agreement, Licensor shall provide tier one support to Licensee for critical Software failures resulting in complete or substantial shutdown of the Software within one (1) business day of any written request, and Licensor shall respond to all other support requests as soon as reasonably and commercially practical on an as needed basis at its own cost and expense. The support in using the Software may occur at Licensor's discretion by phone, email, or mail request(s) to Licensor for help on incidental needs related to use of the Software.

11. TRADE SECRETS. The Licensed Deliverables are trade secrets of Licensor and contain valuable proprietary products and trade secrets of Licensor, embodying substantial creative efforts and confidential information, ideas, and expressions. Licensee shall take appropriate action to protect the confidentiality of the Licensed Deliverables. Licensee shall not modify, translate, disassemble, create Derivative Works based on, reverse-assemble, reverse-compile or otherwise reverse-engineer the Licensed Deliverables in whole or in part, or otherwise use, copy, reproduce or distribute any Licensed Deliverable

ATTACHMENT B

except as expressly permitted hereunder. The provisions of this Section shall survive the termination of this Agreement.

12. CONFIDENTIALITY. All information that either party receives from the other that is marked "confidential" by the disclosing party (hereinafter the "Disclosing Party") or that would reasonably be considered confidential by a party experienced in the industry (hereinafter "Confidential Information") shall be kept confidential, and each party shall treat (and take precautions to ensure that its employees treat) the Confidential Information as confidential in accordance with the confidentiality requirements and conditions set forth below; provided, however, that Licensor may disclose this Agreement to a party performing financial or legal due diligence with respect to Licensor.

Each party shall, during the term hereof and thereafter, keep confidential all Confidential Information disclosed to it by the other party in accordance herewith, and to protect the confidentiality thereof with at least the same standard of care with which it protects the confidentiality of similar information and data of its own (at all times exercising at least a reasonable standard of care in the protection of Confidential Information); provided, however, that neither party shall have any such obligation with respect to the use or disclosure to third parties of such Confidential Information as can be established to: (a) have been known publicly; (b) have been known generally in the industry on a non-confidential basis before communication by the Disclosing Party to the recipient (hereinafter the "Recipient"); (c) have become known publicly; (d) have been known otherwise by the Recipient before communication by the Disclosing Party; (e) have been received by the Recipient without any obligation of confidentiality from a source (other than the Disclosing Party) lawfully having possession of such information.

If the Recipient is required (by deposition, interrogatories, requests for information or documents in legal proceedings, subpoenas, regulatory processes (including those of self-regulatory organizations), or similar process) in connection with any proceeding to disclose or otherwise becomes legally compelled to disclose any Confidential Information, the Recipient shall provide the Disclosing Party with prompt written notice and, if requested by the Disclosing Party after receipt of such notice, the Recipient shall provide Disclosing Party with reasonable assistance (subject to reimbursement by the Disclosing Party of all reasonable and out-of-pocket expenses incurred by the Recipient in providing such assistance) so as to enable the Disclosing Party to seek a protective order or other appropriate remedy or waive compliance with this Agreement. If such a protective order or other remedy is not obtained or if the Disclosing Party waives compliance with this Section

ATTACHMENT B

11, the Recipient may disclose Confidential Information, but only such Confidential Information as it is legally required to disclose in the reasonable opinion of counsel to the Recipient and shall exercise reasonable efforts to obtain reliable assurance that confidential treatment will be accorded such Confidential Information disclosed. Licensee's obligations under this paragraph will survive the termination of this Agreement or of any License granted under this Agreement for whatever reason.

13. OTHER RESTRICTIONS. Licensee will not (and will not allow any user or third party to): (a) copy, modify, adapt, translate or otherwise create derivative works or improvements of the Licensed Deliverables, (b) reverse engineer, decompile, disassemble, decode, adapt or otherwise attempt to discover the source code of the Software, in whole or in part, (c) rent, lease, lend, sell, sublicense, assign, distribute, publish or otherwise transfer or make available rights in or to the Licensed Deliverables, (d) remove, delete, alter, or obscure any specifications, documentation, warranties, or disclaimers, or any copyright, trademark, patent, or other intellectual property or proprietary rights notices from any Licensed Deliverable, including any copy thereof, (e) use, post, transmit or introduce any device, software or routine which interferes or attempts to interfere with the operation of the Software, or (f) access or use the Licensed Deliverables in any manner or for any purpose: (i) that infringes, misappropriates, or otherwise violates any intellectual property right or other right of any third party (including by any unauthorized access to, misappropriation, use, alteration, destruction, or disclosure of the data of any other Licensor customer); (ii) to gather competitive information or compete directly or indirectly with Licensor; or (iii) that violates any applicable law. Licensee shall comply with all applicable laws and regulations in Licensee's use of and access to the Licensed Deliverables.

14. TERMINATION. If a party hereto provides a written notice to terminate to the other party at least sixty (60) days prior to the end of the Initial Term or subsequent renewal terms set forth in Section 7 and, with respect to the Licensee, ceases use of the Licensed Deliverables on or prior to the end of the then current term, the License granted herein shall terminate at the end of that term. Licensor may immediately terminate this Agreement, or any License granted under it, by giving Licensee written notice of termination if Licensee commits a material breach hereof or (upon sixty (60) days prior written notice) if Licensor determines in its sole discretion that continuation of the License would be detrimental to the Licensor's business. Upon any termination of this Agreement, Licensee shall cease all use of the Licensed Deliverables, destroy or return to Licensor all copies of the Licensed Deliverables then in Licensee's possession, and take such other actions as Licensor may reasonably request in writing to ensure that no copy of the

ATTACHMENT B

Licensed Deliverables remain in Licensee's possession. If Licensee terminates this Agreement with or without cause, there shall be no refund of the fees paid or due to be paid hereunder.

15. COMPLIANCE WITH LAWS. Licensee shall comply with all applicable export and import control laws and regulations in its use of the Licensed Deliverables and, in particular, Licensee shall not export or re-export the Licensed Deliverables without Licensor's prior written consent, and, if such consent is granted, without Licensee first obtaining all required United States and foreign government licenses. Licensee shall obtain at its expense all necessary licenses, permits and regulatory approvals required by all governmental authorities as may from time to time be required in connection with its activities related to this Agreement. To the extent permitted by applicable law, Licensee shall defend, indemnify, and hold harmless Licensor from and against any violation of such laws or regulations by Licensee or any of its agents, directors, or employees.

16. DISCLAIMER OF WARRANTY. Except FOR THE EXPRESS LIMITED WARRANTIES SET FORTH IN SECTION 4 ABOVE Or ELSEWHERE IN this Agreement, THE LICENSED DELIVERABLES ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, ORAL, WRITTEN, Statutory, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF PERFORMANCE OR MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. LICENSEE BEARS ALL RISK RELATING TO QUALITY AND PERFORMANCE OF THE LICENSED DELIVERABLES AND TO THE ACCURACY AND USE OF THE LICENSED MATERIALS. WITHOUT LIMITING THE FOREGOING, Licensor DOES NOT WARRANT THAT ALL ERRORS CAN BE CORRECTED, OR THAT OPERATION OF THE LICENSED Deliverables SHALL BE UNINTERRUPTED OR ERROR-FREE. Because some states may not allow the exclusion of implied warranties, such limitation may not apply in its entirety to Licensee. Any warranties made in this Agreement are for the benefit of Licensee only. In no event does Licensor make any warranty, and Licensor shall have no liability, with respect to the results or accuracy of any scan or analysis performed by Licensor or the Licensed Deliverables with respect to the security or compliance features or status of any application.

17. LIMITATION ON LIABILITY. In no event will Licensor, its suppliers, shareholders, officers, employees or agents be liable for any lost profits, indirect, incidental, special, punitive or consequential damages, including damages due to loss of data or goodwill, arising out of this Agreement or the use of or reliance upon the Licensed Deliverables or LICENSED MATERIALS, even if Licensor has been advised of the possibility of such damages. In no event shall Licensor be liable for procurement costs of substitute products or services or any unauthorized use or misuse of any Licensed Deliverables or Information,

ATTACHMENT B

except in the case of Licensor's WILLFUL MISCONDUCT with respect to such use or misuse. Licensee assumes responsibility for the use and results obtained from the Licensed Deliverables. UNDER NO CIRCUMSTANCES WILL Licensor's TOTAL LIABILITY OF ANY KIND ARISING OUT OF OR RELATED TO THIS AGREEMENT (INCLUDING BUT NOT LIMITED TO WARRANTY CLAIMS), REGARDLESS OF THE FORUM AND REGARDLESS OF WHETHER ANY ACTION OR CLAIM IS BASED ON CONTRACT, TORT, OR OTHERWISE, EXCEED THE TOTAL AMOUNT PAID BY LICENSEE TO LICENSOR DURING THE IMMEDIATELY PRECEDING TWELVE-MONTH PERIOD (DETERMINED AS OF THE DATE OF ANY FINAL JUDGMENT IN AN ACTION). this Section survives and continues in full force and effect despite any failure of consideration or of an exclusive remedy. The parties acknowledge that the prices have been set and the Agreement entered into in reliance upon these limitations of liability and that all such limitations form an essential basis of the bargain between the parties. Because some states may not allow the exclusion or limitation of consequential or incidental damages, such limitations may not apply to Licensee.

18. GOVERNING LAW. This Agreement shall be governed by the laws of the State of Utah, U.S.A without regard for conflicts of laws provisions of any jurisdiction.

19. REMEDIES. Licensee acknowledges that the obligations of Licensee provided herein are necessary and reasonable to protect Licensor and its business interests, and Licensee expressly acknowledges that monetary damages alone may be inadequate to compensate Licensor for any breach by Licensee of its covenants and agreements set forth herein. Accordingly, Licensee acknowledges that the unauthorized use, transfer, or disclosure of the Licensed Deliverables, including the Licensed Materials, or copies thereof will (a) substantially diminish the value to Licensor of the proprietary interest that are the subject of this Agreement; (b) render Licensor's remedy at law for such unauthorized use, disclosure or transfer inadequate; and (c) cause irreparable injury in a short period of time. If Licensee breaches any of its obligations with respect to the use the Licensed Deliverables or Licensed Materials, Licensor shall be entitled to equitable relief to protect its interest therein, including but not limited to, preliminary and permanent injunctive relief. For such purposes, the parties hereto shall submit to the exclusive jurisdiction of the federal and state courts found within the State of Utah, and they do acknowledge that venue shall be proper in the County of Salt Lake in the State of Utah. In addition to any other remedies that may be available, in law, in equity or otherwise, Licensor shall be entitled to obtain injunctive relief against the threatened breach of this Agreement or the continuation of any such breach by Licensee, without the necessity of proving actual damages.

ATTACHMENT B

20. ATTORNEY FEES. In case of arbitration or action to enforce any rights or conditions of this Agreement, or appeal from said proceeding, it is mutually agreed that the losing party in such suit, action, proceeding or appeal shall pay the prevailing party's reasonable attorney fees and costs incurred.

21. ENTIRE AGREEMENT; AMENDMENT. This Agreement and any Order Form together are a binding contract and constitute the entire agreement and understanding of the parties, whether oral or written, relating to the subject matter hereof; are intended as the parties' final expression and complete and exclusive statement of the terms hereof, superseding all prior or contemporaneous agreements, representations, communications, and understandings, whether written or oral; and may be amended or modified only by an instrument in writing signed by both parties.

22. NON-WAIVER. No waiver of any provision of this Agreement shall constitute a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver. Failure to enforce any provision of this Agreement shall not operate as a waiver of such provision or any other provision or of the right to enforce such provision or any other provision.

23. NO THIRD-PARTY BENEFICIARIES. Nothing in this Agreement, express or implied, is intended to confer on any person, other than the parties to this Agreement, any right or remedy of any nature whatsoever.

24. SEVERABILITY; BINDING EFFECT. If any provision of this Agreement shall be invalid or unenforceable in any respect for any reason, the validity and enforceability of any such provision in any other respect and of the remaining provisions of this Agreement shall not be impaired. This Agreement shall be binding on and inure to the benefit of the parties and their heirs, personal representatives, successors, and, to the extent permitted by Section 8, assigns.

25. FORCE MAJEURE. Licensor will not be liable for, or be considered to be in breach of, or default under this Agreement on account of, any delay or failure to perform as required by this Agreement as a result of any cause or condition beyond Licensor's reasonable control, so long as Licensor uses all commercially reasonable efforts to avoid or remove such causes of non-performance.

26. Notices. All notices, consents, and other communications permitted or required to be given hereunder (herein referred to as a "Notice") shall be in writing and addressed as follows: (i) if to Licensor,

ATTACHMENT B

to the address set forth on the signature page hereto with a copy (which shall not constitute notice) to:

Kunzler Bean & Adamson, PC

Attn: James Platt

50 W. Broadway, 10thFloor

Salt Lake City, Utah 84101

Email: jplatt@kba.law

and (ii) if to Licensee, to the address on the Order Form. Any party may change its address or email address for notification purposes by giving the other party Notice of the new address or email address and the date upon which it will become effective in accordance with the terms of this Section. A Notice shall be deemed to have been received as of the next business day in the jurisdiction of its receipt following its transmission by electronic mail.

27. Invoices. Any invoices to Licensee hereunder (herein referred to as an "Invoice") shall be in writing sent as set forth in Section 26. If sent via electronic mail or other electronic transmission, the Invoice shall be deemed to have been received as of the next business day in the jurisdiction of its receipt following its electronic transmission.

28. DEFENSE. In addition to the rights in Section 4, each party (the "Indemnifying Party") will defend the other party ("Indemnitee") from any actual or threatened third party claim arising out of or based upon Indemnifying Party's (1) material breach of any of the provisions of this Agreement (2) gross negligence, fraud, willful misconduct, and (3) violation of any law, rule, or regulation. Indemnitee will: (a) give Indemnifying Party prompt written notice of the claim; (b) grant Indemnifying Party full and complete control over the defense and settlement of the claim so long as such settlement is approved by Indemnitee; (c) assist Indemnifying Party with the defense and settlement of the claim as Indemnifying Party may reasonably request and at Indemnifying Party's expense; and (d) comply with any pre-approved settlement or court order made in connection with the claim.

29. INDEMNIFICATION. Indemnifying Party shall indemnify Indemnitee against: (a) all damages, costs, and attorney fees finally awarded against Indemnitee in any proceeding under Section 28; (b) all out-of-pocket costs (including reasonable attorney fees) reasonably incurred by Indemnitee in connection with the defense of such proceeding (other than when Indemnitee has accepted defense of such claim); and

ATTACHMENT B

(c) if any proceeding arising under Section 28 is settled, Indemnitee will pay any amounts to any third party agreed to by Indemnitee in settlement of any such claims.

30. DATA. Licensor reserves the right to process Licensee's data as well as Licensee's customer's data to the maximum extent permitted under applicable law and as governed by the Privacy Policy. By using the Services, Licensee acknowledges that (i) Licensee will strictly comply with the terms and provisions of the Privacy Policy; (ii) Licensee does not own its customers' personal information, whether or not all, or parts, of such information pertains to transactions with Licensee; (iii) Licensor has no obligation to remove any data concerning any of Licensee's customers unless any such customer makes a written request to Licensor, or as required under applicable data privacy laws, requesting the removal of any personally identifying information from Licensor's database; (iv) Licensee's customers' data involving transactions with Licensee shall be retained and used by Licensor to the maximum extent permitted under applicable law; and (v) Licensor owns all data and information created or transformed by Licensor into new and different data sets, even if such data and information originally derives from Licensee's data. Without limiting the generality of the foregoing, Licensee hereby grants Licensor the perpetual, non-exclusive, royalty-free right and license to use Licensee's data in support of the Services and for all purposes allowed by applicable law. In addition, you hereby grant to Licensor, and to Licensor's third-party providers and partners, the perpetual, irrevocable, worldwide, non-exclusive, royalty-free right and license to copy, distribute, add to, subtract from, and otherwise use and exploit non-personally identifiable data or information of Licensee and Licensee's customers, including non-personally identifiable transaction data generated by Licensee's customers and Licensee's business locations, for any legal purpose.

31. HIRING OF EMPLOYEES. Licensee shall neither hire nor solicit for hiring the employees of the Licensor during the Term and for a period of one (1) year following the expiration thereof, provided such obligation shall not apply to a bona fide response to a general solicitation which was not targeted at a particular employee or contractor. The parties acknowledge that the damages from breach of this provision would be extremely difficult to measure, and therefore adopt as a measurement of liquidated damages (and not as a penalty) owed to Licensor by Licensee the amount of one year's salary of such employee.

32. USE OF NAME. Licensor may identify Licensee in Licensor marketing materials. Licensee hereby grants Licensor a non-exclusive right to use Licensee's trademarks, logos, and other materials provided by Licensee to Licensor for this purpose.

ATTACHMENT B

33. MUTUAL WARRANTIES. Each party represents and warrants to the other that: (a) this Agreement has been duly executed and delivered and constitutes a valid and binding agreement enforceable against such party in accordance with its terms; (b) no authorization or approval from any third party is required in connection with such party's execution, delivery, or performance of this Agreement; and (c) the execution, delivery, and performance of this Agreement does not violate the laws of any jurisdiction or the terms or conditions of any other agreement to which it is a party or by which it is otherwise bound.

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