



Software as a Service Master Agreement

This Software as a Service (SaaS) Master Agreement (“Agreement”) is between FinnlyTech Inc. (“FinnlyTech”), a Minnesota corporation with a principal place of business at 1810 Valders Ave N, Golden Valley, MN 55427, and IRA Civic Center with offices at 1401 NW 3rd Ave, Grand Rapids MN 55744 (“Customer”) and is made as of the date signed by FinnlyTech on the signature page of this Agreement (“Effective Date”).

FinnlyTech and Customer agree that the provisions of this Agreement apply to FinnlyTech’ provision of Services to Customer, except as otherwise provided on an Order placed in connection with this Agreement. All capitalized terms used but not defined inline within this Agreement will have the meanings ascribed to such terms in Section 1.

1. Definitions

In this Agreement, the words “you,” “your,” and “Customer” mean the person or entity named on the signature page of this Agreement as the Customer, and includes any authorized subcontractor, agent or consultant acting on its behalf. The words “we,” “us,” “our,” and “FinnlyTech” each mean FinnlyTech, Inc. The term “Customer Data” has the meaning given in Section 13 of this Agreement. The term “Documentation” means user guides, manuals, and release notes for the Services. “Order” means FinnlyTech’ standard form or Statement of Work for ordering the Services. “Services” means the services provided by FinnlyTech hereunder. The term “Software” refers to the FinnlySport suite of application software products.

2. Grant; Use

Subject to the terms of this Agreement, we grant you and you accept a non-exclusive, non-perpetual, terminable and non-transferable (except as provided in Section 10) right to access and to use the Services for you and your subsidiaries and affiliates’ internal business purposes. You are responsible for the acts and omission of your subsidiaries, affiliates, subcontractors, agents, and consultants with respect to their use of the Services and this Agreement. Your rights under this Agreement will automatically terminate upon expiration of or termination of this Agreement. Subject to the restrictions on use as set forth herein, Customer will have access to the Software and FinnlyTech’ application server for the purpose of using the software for its intended purpose and in accordance with the specifications set forth in any documentation relating to the Software provided by FinnlyTech. Such use and access will be continuous on a 24 hour, 7 days-a-week basis except for interruptions by reason of maintenance (which will be communicated to Customer in advance in writing) or downtime beyond FinnlyTech’s reasonable control. The Customer understands that the reliability of the Internet and of connections to and from the Internet may be affected by factors beyond the control of FinnlyTech; because of this, it is impossible for FinnlyTech to guarantee that the service will be uninterrupted, that the Customer will be able to properly access and use the Software, or that the software will be provided without error.

3. Ownership; Reverse Engineering; Restrictions

(a) FinnlyTech and its suppliers retain all title and ownership to the Services. FinnlyTech and its suppliers reserve all rights in the patents, copyrights, trade secrets and other intellectual property in the Services. You may not use the Services to provide time sharing services or operate a services bureau for third parties.

(b) FinnlyTech hereby grants to Customer a non-exclusive, non-sublicensable, non-transferable (except in compliance with Section 10) license to prepare, reproduce, print, download, and use as many copies of the



Documentation during the term of this Agreement as may be necessary or useful for any use of the Services under this Agreement.

(c) You understand that the Services and Documentation and the terms and pricing under this Agreement constitute valuable properties and trade secrets of FinnlyTech, which are proprietary and confidential. You agree to maintain the confidentiality of such information and to protect the information to the extent permitted under Minnesota law as a trade secret by preventing unauthorized copying, use or disclosure of such information. In doing this you agree to maintain at least the same procedures that you maintain with respect to your own confidential information, which shall not be less than reasonable care. You may not provide access to the Services or Documentation or disclose results of any benchmark test of the Services, to any third party without FinnlyTech's prior written approval. FinnlyTech will likewise keep all Customer Data confidential in an identical manner and not disclose to third parties.

(d) You may not remove, alter, or destroy any proprietary, trademark or copyright notices placed upon or contained within the Documentation. You acquire no rights of any kind in or to any trademark, trade name, logo or product designation under which the Services are marketed, and you may not make any use of the same for any reason.

(e) You agree not to reverse engineer, modify, decrypt, extract, disassemble, copy, or decompile the Services, or permit anyone else to.

(f) You will promptly notify us upon becoming aware of any unauthorized use of any Services or Documentation.

4. Charges and Payment

Except as otherwise set forth in an Order or Proposal (i) the recurring Services fees ("Recurring Fees") delineated on an Order or Proposal are due and payable in advance, and (ii) any applicable setup fee ("Initial Setup Fee") as delineated in an Order or Proposal is due and payable within 30 days of Customer's receipt of an invoice from FinnlyTech. Any additional charges for Services not covered by the Recurring Fees or Initial Setup Fee shall be due and payable within 30 days from the date of Customer's receipt of an invoice from FinnlyTech. FinnlyTech shall invoice Customer for all sales or use taxes, duties, or levies on the Recurring Fees or Initial Setup Fees at the then-prevailing rate, and such taxes, duties or levies shall be line items on all applicable invoices.

5. Equipment and Third-Party Software

Certain Software provided by FinnlyTech may require that the Company purchase certain computer hardware or software from third parties. The list of recommended hardware or software may be updated by FinnlyTech from time to time, and in the event of any such update FinnlyTech shall provide notice to Customer of the same. The Company will be responsible for the selection, purchase and maintenance of such hardware and software.

6. Limited Warranty

(a) (i) FinnlyTech warrants that the Services will substantially conform to and operate according to our then-current Documentation under normal use. We further warrant to you that the Services will not contain any contaminants, including any virus, trojan horse, worm, backdoor, or other software or hardware devices the effect of which is to permit unauthorized access to, or to disable, erase, or otherwise harm, any computer, systems, or software; or time bomb, drop dead device, or other software or hardware device designed to disable



a computer program automatically with the passage of time or under the positive control of any person, or otherwise deprive Customer of its lawful right to use the Services.

(ii) FinnlyTech warrants that the Services performed under this Agreement will be performed in a professional and workmanlike manner, using generally accepted industry standards, by trained and skilled personnel in accordance with the Service Level Agreement applicable to the Services (if any); provided, however, that FinnlyTech will not be liable for violation of any applicable law, rule or regulation or any third party claim associated with the Customer Data unless unlawfully used or disclosed by FinnlyTech.

(iii) FinnlyTech warrants that FinnlyTech will protect the confidentiality of the Customer Data transmitted or stored by Customer, and/or persons under Customer's control through any Service provided hereunder and warrants that FinnlyTech will take all necessary precautions and actions to prevent a breach or misappropriation of the security of the Customer Data transmitted or provided by Customer under this Agreement.

(b) The foregoing warranty shall commence the Effective Date and continue through the remainder of the term of this Agreement. As our sole liability to you in the case of a breach of the warranty set forth in (i) Section 6(a)(i), we will repair the Services with respect to any error, non-conformity or defect so that the Services can be used substantially in accordance with the specifications set forth in the Documentation; and (ii) Section 6(a)(ii) and Section 6(a)(iii), to provide the services level credits pursuant to the policy outlined in the applicable Service Level Agreement. We do not warrant that the Services will meet your requirements or will operate uninterrupted or error free.

(c) EXCEPT FOR THE EXPRESS WARRANTY IN SECTION 6(a), THE SERVICES ARE PROVIDED "AS IS", AND TO THE FULLEST EXTENT PERMITTED BY LAW, FinnlyTech AND ITS SUPPLIERS EXCLUDE ALL OTHER EXPRESS AND IMPLIED TERMS, WARRANTIES OR REPRESENTATIONS REGARDING THE SERVICES ARISING BY LAW OR OTHERWISE, INCLUDING WITHOUT LIMITATION ANY IMPLIED TERMS OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

7. Indemnification

At our expense we will defend, indemnify, and hold you harmless against (i) any breach of warranty under this Agreement, or (ii) any third-party claim that the Services infringe a patent, trademark, copyright, or other intellectual property right enforceable in any country in which FinnlyTech or its affiliated companies have operations in accordance with this Agreement. We will pay all costs, damages, and attorney's fees that a court finally awards because of such claim. But you must give us prompt written notice of the claim, cooperate fully (at FinnlyTech's cost) with its defense, and give FinnlyTech sole authority to control the case and any related settlement negotiations. We will not be responsible for any settlement made without our written consent. If a third-party infringement claim is sustained in a final judgment from which no further appeal is taken or possible, or if your use of the Services is enjoined by a court, then we shall, in our sole reasonable election and expense, either:

(i) procure your right to continue to use the Services in accordance with this Agreement; (ii) replace or modify the Services to make them non-infringing; or (iii) if (i) and (ii) are not reasonably feasible, terminate this Agreement and refund to you the Initial Setup Fee and, in addition, any other fees paid by you during the 3-month period then preceding the termination.



8. Limitation of Liability

(a) The parties hereto agree that, to the fullest extent permissible under law, in no event shall a party, and in the case of FinnlyTech, its suppliers, be liable to the other for any direct or indirect loss of profits or any incidental, consequential, indirect, special or punitive damages (including without limitation lost savings, loss of use or loss of data) arising out of or related to this Agreement or with respect to the installation, use or operation of the Services, whether in contract, tort, negligence or other form of action even if the party has been apprised of the possibility of such damages. This Section shall apply notwithstanding any failure of essential purpose of any limited remedy. The foregoing limitation on consequential damages shall be disregarded in the event of a breach or misappropriation of Customer Data.

(b) The parties hereto specifically agree that except for (i) amounts properly payable to FinnlyTech hereunder, and (ii) either party's indemnification obligations, the total liability of either party to the other for damages under this Agreement shall not exceed an amount equal to the Initial Setup Fee and, in addition, any other fees paid by you within the 12-month period immediately preceding the occurrence of the event that is the subject of the claim.

(c) The limits described in this Section 8 shall not apply with respect to a breach of the obligations under Sections 3 (Ownership; Reverse Engineering; Restrictions), Section 6 (a) (ii) and Section 11 (Export) and shall not limit FinnlyTech' obligations under Section 7 (Indemnification) or Customer's obligations under Section 14 (Customer Obligations).

9. Terms and Termination

(a) Subject to the terms and conditions contained herein, this Agreement shall commence on the Effective Date and shall continue for a term of three (3) years (the "Initial Term"). Upon expiration of the Initial Term, we may offer you the option of renewing the Agreement for one or more additional terms having a fixed number of months (each, a "Renewal Term" and collectively with the Initial Term, the "Term"). If you do not renew the Agreement for a fixed Renewal Term, it will automatically renew on a month-to-month basis unless and until one of us provides the other with at least thirty (30) days' advance notice of non-renewal, or unless terminated earlier under the terms contained within this Agreement.

(b) After the first year, prices are subject to a maximum of 5% change by FinnlyTech upon sixty (60) days written notice to customer. FinnlyTech may terminate this Agreement: (i) on written notice upon Customer's failure to pay amounts when due, after 30 days' written notice and failure to cure; (ii) for breach of a material provision of this Agreement, after 30 days' written notice and failure to cure; (iii) if FinnlyTech is unable to perform the Services hereunder due to Customer's acts or omissions; (iv) upon any regulatory decision or governmental order requiring FinnlyTech to suspend Service(s), or (v) if Customer files for bankruptcy or reorganization or fails to discharge an involuntary petition therefore within 60 days after filing. Any termination hereunder, except under 9(a)(iv), shall subject Customer to applicable termination and other accrued charges.

(c) At any time without cause and without causing any breach or incurring any additional obligation, liability, or penalty, Customer may terminate this Agreement and, except as may otherwise expressly be set forth therein, any Orders, in each case by providing at least thirty (30) days' prior written notice to FinnlyTech.

(d) If the Services are terminated before the end of the Term, which can only be done on 30 days' prior written notice, Customer will pay an early termination charge equal to 25% of the Recurring Fees applicable for the



remainder of the Term, except if: (i) Customer terminates because of FinnlyTech' material uncured breach, or (ii) FinnlyTech terminates other than by reason of Customer's breach or pursuant to Section 10(a) (iv). The parties specifically agree that the damages that FinnlyTech would incur arising from any breach or early termination of this Agreement by Customer are based upon future facts and conditions which are difficult for the parties to presently predict, anticipate, ascertain, or calculate. The parties further agree that such liquidated damages, as determined herein, are based upon the best efforts of the parties to estimate the nature and amount of FinnlyTech' actual damages, are not penal in nature, and are intended to place FinnlyTech in the same position it would have achieved, had this Agreement been fully performed by the parties according to the original terms. Upon the effective date of expiration or termination of this Agreement, (a) FinnlyTech will immediately cease providing the Services, and (b) all payment obligations of Customer under this Agreement will become due immediately.

(e) Upon termination for any reason, Customer shall immediately cease use of the Services and shall, within 30 days following the date of termination, destroy all copies of the Documentation or else return such Documentation to us and FinnlyTech shall, within 30 days following the date of termination, destroy all data files of the Customer and return an electronic copy of such files to Customer.

10. Assignment.

You may not license, sublicense, assign, sell, rent, lease, or otherwise transfer the Services or this Agreement without our prior written consent. Notwithstanding the foregoing, you may, without our consent, (a) assign this Agreement to a subsidiary or affiliate, provided you remain liable for such entity's performance; and (b) assign this Agreement to another entity pursuant to a merger, consolidation, or acquisition of all or substantially all of your assets; provided that in each case you notify us of the assignment in writing and the assignee agrees to be bound by this Agreement.

11. Governing Law and Disputes

This Agreement shall be governed and construed in accordance with the laws of the State of Minnesota.

12. General

(a) Any failure by either party to enforce at any time or for any period the provisions of this Agreement shall not be construed as a waiver of such provision, or of the right to enforce that provision.

(b) Each of us agrees that any material breach of this Agreement may cause the other party irreparable harm, and that such non-breaching party may seek injunctive relief.

(c) In the event any part of this Agreement is held to be unenforceable, that shall not affect the enforceability of the remaining provisions.

(d) The headings of each provision of this Agreement are for reference purposes only. This Agreement may not be modified unless the modification is in a writing signed by both parties. This Agreement, and the Order that accompanies it, is complete and constitutes the entire agreement between us with respect to the Software and Services. This Agreement will be binding on and will inure to the benefit of the heirs, executors, administrators, successors, and assignees of the parties hereto but nothing in this Section will be construed as consent to any assignment of this Agreement except as provided above.



(e) Any notice or other communication required or permitted in this Agreement shall be in writing and shall be deemed to have been duly given on the day of service if served personally or by facsimile transmission with confirmation, or 5 days after mailing if mailed by First Class mail, registered or certified, postage prepaid, and addressed to FinnlyTech at the addresses set forth above, or addressed to Customer at the address set forth in the initial Order, or at such other addresses as may be specified by either party pursuant to the terms and provisions of this paragraph.

13. Customer Obligations

(a) Customer will allow FinnlyTech, for the sole purpose of its Service performance hereunder, to copy, display, distribute, download, transmit and otherwise use the Customer Data solely on behalf of Customer.

(b) Customer warrants and represents that it has all necessary right, title, and interest in the Customer Data, and that it has obtained all consents, licenses, permissions, and releases necessary to grant FinnlyTech the right to process the Customer Data in accordance with this Agreement.

(c) Customer shall comply with all applicable laws and regulations and with FinnlyTech' reasonable Policies and Procedures, which Policies and Procedures are communicated in writing, including by website link, as may be in effect from time to time.

(d) "Customer Data" means the text, data, images, sounds, photographs, illustrations, graphics, programs, code and other materials transmitted or stored by Customer, and/or persons under Customer's control through any Service provided hereunder.

(e) The Customer Data will not violate or infringe the rights of others, including, without limitation, any patent, copyright, trademark, trade dress, trade secret, privacy, publicity, or other personal or proprietary right.

(f) The Customer Data will not violate any laws to which Customer or FinnlyTech may be subject or constitute a defamation or libel of FinnlyTech or any third party and will not result in the obligation of FinnlyTech to make payment of any third-party licensing fees.

(g) Customer acknowledges and agrees that FinnlyTech exercises no control over, and accepts no responsibility for, the content of the information passing through FinnlyTech' network or the Internet. Customer assumes responsibility for its use of the Services, and the Internet. Customer understands and agrees further that the Internet contains materials some of which are socially inappropriate or may be offensive; and is accessible by persons who may attempt to breach the security of FinnlyTech and/or its network(s). FinnlyTech has no control over and expressly disclaims any liability or responsibility whatsoever for such materials or actions. Customer and its users and end users access the Service at their own risk. FinnlyTech is not liable for the content of any data transferred either to or from Customer or stored by Customer or via the Services provided by FinnlyTech.

[SIGNATURE PAGE FOLLOWS]



The following contract has been accepted by the following parties:

FINNLYTECH INC.

By: _____
(Signature) _____ (Date)

_____ President
(Typed or Printed) _____ (Title)

CUSTOMER: IRA Civic Center

By: _____
(Signature) _____ (Date)

_____ _____
(Typed or Printed) _____ (Title)