ONLINE VERSION

SOFTWARE AS A SERVICE AGREEMENT

Effective as of the date (the "**Effective Date**") BetterBot, Inc. ("**BetterBot**", "**we**", "**us**" or "**our**") receives a quote ("**Quote**") signed by the customer identified on the Quote ("**Customer**"), Customer agree that this Software as a Service Agreement, which includes all Quotes entered into (collectively, the "**Agreement**"), forms a binding agreement between Customer and BetterBot. Customer and BetterBot may be referred to herein as the parties, and each as a party.

1. OVERVIEW. BetterBot is in the business of supplying software applications and related services to companies in the real estate industry, including, among other things, AI chatbots and software applications. Customer is a property management company or a website services provider that desires the use of BetterBot's software and hosted services. BetterBot provides Installation Qualification ("**IQ**") and the Customer retains responsibility for Operational Qualification ("**OQ**") and User Acceptance/Production Qualification ("**UAT/PQ**").

2. DEFINITIONS

(a) "**Applicable Laws**" means all applicable laws, regulations, ordinances, and regulatory guidance, of any foreign, federal, state, local, regional, or provincial jurisdiction, all of the foregoing existing as of the Effective Date or as later enacted, implemented, amended, or replaced, and all of the foregoing as applicable to the party to which compliance is required.

(b) "**Authorized Properties**" means only those properties of Customer which Customer may add via the Dashboard.

(c) "**Customer**" means the company identified in the Dashboard.

(d) "**Customer Data**" means all data provided by Customer or which is automatically received by BetterBot from Customer or obtained by BetterBot relating to Customer's lead information.

(e) "**Dashboard**" means BetterBot's website page accessed (by Users) upon initial signup and during this Agreement which permits Customer to access lead information, add and delete Authorized Properties, add and delete Software, and perform other activities.

(f) "**Documentation**" means the documentation provided or made available by BetterBot to Customer describing the use, operation, training, or support of the Software and Service.

(g) "**Personal Information**" means any unencrypted information that identifies, relates to, describes, is capable of being associated with, or could reasonably be linked with a particular person.

(h) "**Provider**" means a third-party service provider of BetterBot.

(i) "**Service**" means the service of provisioning of and providing access to BetterBot's proprietary hosted chatbot software (accessed through the Dashboard website page), receiving and processing leads generated by the Software, and providing Customer with access to such leads.

(j) "**Software**" (also referred to as a "bot") means an instance of the installable chatbot software code (and updates thereto) provided to Customer for adding to Customer's website source code or to the digital marketplace.

(k) "**Users**" means Customer's (and it's Authorized Properties') personnel who have access to the Dashboard.

3. LICENSE TO SOFTWARE. Subject to Customer's continued compliance with this Agreement, BetterBot grants to Customer and its Authorized Properties during this Agreement a limited, nonexclusive, nontransferable right and license to (i) download, install, and use the Software solely for internal use in connection with Customer's and its Authorized Properties' use of the Service, and (ii) download and use the Documentation solely for internal use in connection with Customer's and its Authorized Properties' use of the Service. BetterBot will send an email to Customer when the Software has been configured and is ready for installation and use.

4. RIGHT TO ACCESS THE SERVICES. Subject to Customer's continued compliance with this Agreement, BetterBot grants Customer and its Authorized Properties a limited, nonexclusive, and nontransferable right to access and use the Service.

5. SERVICE AVAILABILITY; MODIFICATION

(a) Availability. BetterBot will use commercially reasonable efforts to (a) host, maintain and make the Service available 24 hours per day, 7 days per week, other than scheduled and unscheduled maintenance (as described below), or a Force Majeure event, pursuant to the terms and conditions of this Agreement, and (b) employ reasonable administrative, technical, and physical safeguards consistent with industry standards designed to protect the confidentiality, integrity, and availability of Customer Data maintained by BetterBot. Customer acknowledges that BetterBot and/or its Providers perform periodic scheduled maintenance on the Service and related sites and services that may result in periods during which the Service may not be accessible.

(b) Scheduled Maintenance. To ensure optimal performance of the Servers, BetterBot performs scheduled maintenance on a routine basis. Such maintenance often requires taking BetterBot's servers off-line. Scheduled maintenance is during off-peak hours (12 a.m. - 6 a.m., Eastern US time). Scheduled maintenance times noted above are approximate and BetterBot reserves the right to change such times, for which BetterBot will notify Customer in advance.

(c) Unscheduled Maintenance. Unscheduled maintenance may be required to resolve issues that are critical for Customers and/or performance of the Service. BetterBot will notify Customers, when reasonably possible, by email prior to any unscheduled maintenance. When and where practicable, BetterBot will try to conduct unscheduled maintenance between 9:00 p.m. and 3:00 a.m., Eastern US time.

(d) Modification. BetterBot reserves the right to modify, temporarily or permanently, the Service (or any part thereof), provided such modification does not materially diminish the functionality of the Service to the Customer.

6. RESTRICTIONS ON USE; OBLIGATIONS

(a) Customer shall not (i) allow the login credentials of one User to be shared or used by any other User or by any unauthorized third party; (ii) license, sell, rent, lease, transfer or assign (other than as expressly permitted in this Agreement), distribute, display (but only as expressly provided in this Agreement and in the Documentation), host, outsource, disclose, or otherwise commercially exploit or make the Service, Software, or the Documentation available to any third party; (iii) during this Agreement or after any expiration or termination thereof, directly or indirectly, modify, make derivative works of, disassemble, reverse compile, or reverse engineer any part of the Software, the Service, or the Documentation, or access or use the Service or Documentation or Confidential Information of BetterBot in order to develop or attempt to develop a similar or competitive product or service; (iv) interfere with the Service or disrupt any other Customer's access to the Service; (v) submit any routine, device, or other undisclosed feature including, without limitation, a virus, software lock, drop dead device, malicious logic, worm, Trojan horse, time bomb, or trap door or back door, or other software code, that is designed to delete, disable, deactivate, interfere with, or otherwise harm any software, program, data, device, system, or service, or which is intended to provide unauthorized access or to produce unauthorized modifications to the Software or the Service; (vi) use any robot, spider, data scraping, screen scraping, harvesting, data extraction tool, or other data gathering method with respect to the Service; (vii) remove any proprietary notices from the Software, documentation, or any other materials furnished or made available by BetterBot in connection with this Agreement; (viii) create Internet "links" to the Service or "frame" or "mirror" any part of the Service, including any content contained in the Service, on any other server or device; or, (ix) except as expressly stated herein, copy, reproduce, distribute, republish, download, display, post, or transmit in any form or by any means, including but not limited to electronic, mechanical, photocopying, recording, or other means part of the Service or Documentation.

(b) Customer agrees that no Customer Data containing personal information of individuals (e.g., leads) shall be provided to BetterBot or allowed to be accessed by BetterBot unless consent according to Applicable Laws has first been obtained from the individual by Customer, such consent enabling BetterBot to provide the Service in compliance with Applicable laws.

(c) Customer agrees to promptly install or update any updates to the Software provided by BetterBot.

(d) Customer's users' login credentials/account for the Service may be used only by authorized users and only during this Agreement. Under no circumstances will Customer permit a User to share login credentials with any other person or entity. Customer's Users are responsible for all use of the Service that occurs under a User's account, and such User, or Customer, must promptly notify BetterBot of any unauthorized access of which the User becomes aware. BetterBot reserves the right to take such action in its discretion to help ensure the security of the Service, including, without limitation, suspending or terminating a User or an account. Without limiting the force of any other disclaimers herein, Customer is responsible for any person using or entering information in the Service under a User's credentials or authority and Customer is responsible to and for any persons relying on the Service.

(e) Notwithstanding the above, BetterBot may rely on the authority of anyone accessing a User's account or using such User's password, and in no event, and under no circumstances shall BetterBot be liable for any losses or damages arising out of (i) any action or inaction of Customer under this provision or (ii) any compromise of the confidentiality of Customer's or its Users' account or password or any unauthorized access to a User's account or use of a User's password; provided that the foregoing in this paragraph shall not apply to the extent such compromise, access, or use is caused solely by BetterBot's (or its Provider's) breach of the express terms of this Agreement or BetterBot's violation of Applicable Laws.

7. FEES AND PAYMENT

(a) Fees. Customer agrees to pay the fees set forth in the applicable Quote ("**Fees**"). BetterBot may, at its sole discretion, change the Fees at any time by providing Customer with at least sixty (60) days' prior written notice by email.

(b) Payment Terms. BetterBot shall commence billing when BetterBot delivers the Software to Customer (whether for initial or additional Authorized Properties). Invoices shall be paid by Customer in U.S. dollars and are due within thirty (30) days of invoice date, without setoff of any kind. BetterBot will provide Customer with fee payment options in the form of check, ACH, or credit card. If Customer wishes to utilize a payment processor outside of the payment processing options provided by BetterBot on each invoice, Customer is responsible for the cost of transaction fees assessed by such payment processor. All amounts due hereunder are net amounts, and Customer agrees that it will be responsible for the collection and payment of all sales, use or services taxes of any kind, with the exception of taxes due on BetterBot's income. Except as expressly stated otherwise in this Agreement, all Fees are nonrefundable. In the event BetterBot incurs any costs (including reasonable attorney's fees) from efforts collecting overdue Fees from Customer, Customer agrees to pay such costs. Customer agrees to pay all applicable fees assessed for late payments and/or account reactivation after "Suspension", as defined in Section 13. Customer agrees to pay all foreign, federal, states, and local taxes, as applicable, to Customer's access to, use, or receipt of the Service.

8. ADDING AUTHORIZED PROPERTIES. Customer may add additional Authorized Properties at any time during this Agreement by contacting BetterBot support (support@betterbot.com) or your sales representative. Additional Authorized Properties will be for an Initial Term of ninety (90) days from the date added and then shall be on a month-to-month basis thereafter at BetterBot's then-current pricing. BetterBot will send Customer an email with a Quote for the additional Authorized Properties.

9. CUSTOMER DATA

(a) License to Use Customer Data. Customer Data shall be owned by Customer. Customer grants to BetterBot and its Providers a limited, nonexclusive, perpetual, irrevocable, worldwide right and license during this Agreement to copy, store, record, transmit, display, view, print, and otherwise use Customer Data to provide the Service and during any period after expiration or termination expressly provided in this Agreement, solely for BetterBot's performance under this Agreement and for its internal research and business improvement purposes. Customer acknowledges and agrees that Customer Data and information regarding Customer and Customer's Users that is provided to BetterBot in connection with this Agreement may be (i) processed by BetterBot to the extent necessary to provide the Service and/or (ii) transmitted or transferred outside of the United States or any other jurisdiction where Customer and Customer's Users are located. Customer shall have sole responsibility for the accuracy, completeness, and appropriateness of all Customer Data and information regarding Customer and Customer's Users.

(b) Derivative Data. "**Derivative Data**" means anything BetterBot may create (including, but not limited to, reports, analyses, metrics, benchmarks, and the like) utilizing or based on Customer Data (including de-identified and/or aggregated Personal Information) or information derived from Customer's use of the

Software or the Service, but the foregoing not including Customer Data itself and not containing any Personal Information. BetterBot shall own all rights in and to Derivative Data, and may use, disclose and transfer Derivative Data in any way it wishes. Examples of how Derivative Data may be used include, but are not limited to: optimizing resources and support; research and development of new software and services; automated processes that enable continuous improvement, performance optimization and development of new BetterBot products and services; verification of security and data integrity; internal demand planning; and, data products such as industry trends and developments, indices and benchmarking. This Section 9(b) shall survive expiration or termination of this Agreement.

10. DATA SECURITY

(a) BetterBot shall implement and maintain administrative, technical, and physical security measures consistent with industry standards designed to protect the confidentiality, integrity, and availability of Customer Data maintained on and processed by BetterBot. The Dashboard and any hosted software to which Customer or its Authorized Properties shall have access pursuant to this Agreement will be hosted in a secure data center environment consistent with industry standards. BetterBot shall maintain a written incident response plan.

(b) Customer acknowledges that some of the Service may be performed by BetterBot or its Providers outside the U.S., and information pertaining to Customer's use of the Service may be incorporated into BetterBot's databases to assist BetterBot in providing the Service.

11. PROPRIETARY RIGHTS

(a) Customer acknowledges and agrees that the Service and the Software contain proprietary and confidential information that is protected by applicable intellectual property and other laws. Other than as expressly provided in this Agreement, nothing in the Service, the Documentation, or the Agreement shall be construed to confer any right or license by BetterBot to any of BetterBot's (or that of its third party manufacturers, developers, vendors, and Providers), intellectual property rights. Without limiting the generality of the foregoing, any names or trademarks of the BetterBot Software and other BetterBot service marks, logos and product service names are marks of BetterBot (the "**BetterBot Marks**"). Customer agrees not to display or use the BetterBot Marks in any manner without BetterBot's prior written permission. BetterBot reserves the right to subcontract to third parties or to engage Providers, and BetterBot shall be responsible for acts and omissions of such Providers.

(b) Right to Use Customer Trademarks. Customer grants to BetterBot and its Providers a limited, nonexclusive, perpetual, irrevocable worldwide right and license to copy, store, record, transmit, display, view, print, and otherwise use any Customer trademarks that Customer provides to BetterBot ("**Customer Trademarks**") solely for the purpose of BetterBot's performance of the Service.

(c) Feedback. Any and all suggestions, enhancement requests, feedback, recommendations, modifications, or improvements provided by Customer relating to the Software, Service, or the Documentation (collectively, the "**Feedback**") are deemed owned by BetterBot, and Customer agrees to and does hereby assign to BetterBot all Customer's right, title, and interest in and to all Feedback (including without limitation intellectual property rights and moral rights) automatically upon creation without compensation or further notice to Customer. BetterBot shall be entitled to use the Feedback without restriction for any purpose whatsoever, commercial or otherwise, without compensation or further notice to Customer. None of the Feedback shall be subject to any obligation of confidentiality on BetterBot's part and BetterBot shall not be liable for any use or disclosure of any Feedback.

12. CONFIDENTIALITY

(a) Confidential Information. "**Confidential Information**" means all confidential information disclosed by a party (as the "**Disclosing Party**") to the other party (as the "**Receiving Party**"), whether orally, in visual form or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure (whether or not so marked or designated). For the avoidance of doubt, BetterBot's Confidential Information shall include, without limitation, the Software, Service, and Documentation, and the terms of this Agreement. The Confidential Information of each party includes such party's and marketing plans, technology and technical information, product plans and designs, and business processes disclosed by such party. Notwithstanding the foregoing, Confidential Information shall not include any information that (i) is or becomes generally known to the public

without breach of any obligation owed to the Disclosing Party; (ii) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party; (iii) is received from a third-party without breach of any obligation owed to the Disclosing Party; or (iv) was independently developed by the Receiving Party. Any Confidential Information provided by either party prior to the Effective Date of this Agreement shall be considered in the same manner and subject to the same treatment as Confidential Information made available after the Effective Date of this Agreement.

(b) Protection of Confidential Information. The Receiving Party agrees that it shall (i) hold the Disclosing Party's Confidential Information in strict confidence and will use the same degree of care in protecting the confidentiality of the Disclosing Party's Confidential Information that it uses to protect its own Confidential Information, but in no event less than reasonable care; (ii) not use the Confidential Information of the Disclosing Party for any purpose other than to fulfill the Receiving Party's obligations and exercise its rights under this Agreement; (iii) not copy any part of the Disclosing Party's Confidential Information except as expressly permitted by this Agreement or as necessary for the performance of its obligation under this Agreement, (iv) limit access to the Confidential Information of the Disclosing Party to those of its employees, contractors and agents who need to know such Confidential Information for the purpose of performing their obligations and exercising their rights under this Agreement and who have signed confidentiality agreements with the Receiving Party containing protections no less stringent than those herein and in any event, the Receiving Party shall remain liable at all times for any acts and/or omissions of its employees, Subcontractors and agents with respect to the Disclosing Party's Confidential Information.

(c) Compelled Disclosure. The Receiving Party may disclose Confidential Information of the Disclosing Party if it is compelled by Law to do so, provided that the Receiving Party gives the Disclosing Party prior notice of such compelled disclosure (to the extent legally permitted) and reasonable assistance, to the extent possible, if the Disclosing Party wishes to contest the disclosure.

(d) Duration of Confidentiality Obligations. The confidentiality obligations in this Agreement shall survive any expiration or termination of this Agreement, as follows: (i) with respect to Confidential Information, shall continue for a period of three (3) years following any termination or expiration of this Agreement, and (ii) with respect to trade secrets (as defined under the Defend Trade Secrets Act), shall continue for so long as the information is considered by the holder of the trade secret to be a trade secret and for so long as a court of law of no further appeal has not determined that the trade secret status of the information has been lost. Notwithstanding the foregoing, in the event of and to the extent of any conflict between the obligations of Section 7 and Section 12(d), Section 7 shall prevail.

13. SUSPENSION. BetterBot may suspend or restrict access to the Service, in whole or in part, upon notice to Customer if: (a) Customer fails to timely pay an invoice; (b) BetterBot reasonably believes that Customer has violated any Applicable Law, or the continued access may cause BetterBot to violate Applicable Law, which may have a potentially adverse effect on BetterBot or its other customers; (c) BetterBot reasonably believes that it is necessary to protect the servers, systems, infrastructure, data, or information of BetterBot or its respective Providers or other customers, from a denial of service attack, security breach, introduction of a virus or other malware, ransomware attack, or similar event; (c) requested or ordered by a law enforcement agency, government agency, or similar authority; or, (e) Customer fails to cooperate with BetterBot to investigate suspected violations of this Agreement. Upon removal, cessation or mitigation of the underlying cause for any of the above that occurs, BetterBot will resume providing access to the affected Service.

14. TERM. The initial term ("**Initial Term**") of this Agreement will commence on the Effective Date and will continue for ninety (90) days, after which this Agreement will automatically renew thereafter on a month-to-month basis until cancelled or terminated in accordance with the terms of this Agreement.

15. TERMINATION

(a) Termination Without Cause. Customer may terminate this Agreement without cause after the Initial Term with thirty (30) days' prior notice by emailing BetterBot at cancel@betterbot.com or contacting BetterBot's sales or customer support. There are no refunds provided for such cancellation.

(b) Termination for Cause. Either party may terminate this Agreement upon written notice to the other party in the event of a breach of any material obligation under this Agreement, provided that the alleged breach is not cured, if curable using commercially reasonable efforts (failure to timely pay Fees is deemed incurable), within thirty (30) days of such notice.

(c) Effects of Termination.

(i) Upon termination of this Agreement, all rights granted by BetterBot under this Agreement shall immediately terminate, and Customer shall have no further right to access or use the Software or the Service (including accessing the Dashboard), and Customer shall immediately cease use thereof. Termination will not relieve Customer of any obligation to pay Fees due for prior to termination. The license rights granted by Customer in Section 3 shall survive for so long as BetterBot retains Customer Data.

(ii) Upon termination of this Agreement, Customer shall cause the Authorized Properties to delete the Software from Customer's and its Authorized Properties' websites and anywhere else in the digital marketplace where Customer or its Authorized Properties have used the Software or the link. If Customer fails to delete the or the Software, BetterBot has no obligation to provide Customer with any leads generated as of the effective date of termination, unless Customer pays for the month(s) owed (non-prorated) BetterBot for such leads and Customer deletes the Software from Customer's website. Customer acknowledges that any use of the Software after termination constitutes copyright infringement.

(iii) Customer Data. Customer is able to access Customer Data at any time during this Agreement via the Dashboard. If Customer requests a copy of Customer Data within thirty (30) days of the effective date of termination, BetterBot shall provide a copy at no charge to Customer. BetterBot has no obligation to retain any Customer Data after thirty (30) days from the effective date of termination. Any Confidential Information contained in the Customer Data in BetterBot's possession or control after termination will be maintained as confidential.

(d) Survival. In addition to any provisions which are expressly stated herein as surviving, the following Sections shall survive any expiration or termination of this Agreement: Sections 6 (Restrictions on Use), 8 (License to Use Customer Data), 10 (Proprietary Rights), 12(d) (Duration of Confidentiality Obligations), 15(c) (Effects of Termination), 17 (Limitation of Liability), 21 (Dispute Resolution), and 22 (General).

16. WARRANTIES

(a) Limited Warranty. BetterBot warrants to Customer during the Term of this Agreement that that: (i) BetterBot will perform the Service in a professional and workmanlike manner, in accordance with generally recognized industry standards for similar services; (ii) the Software and the Service will comply in all material aspects with the Documentation; and, (iii) use of the Software or the Service will not introduce any virus, Trojan horse, worms, time bombs, spyware, or other malware designed or intended to, or that could reasonably be expected to, (a) disrupt, disable, harm, or otherwise impair the normal and authorized operation of, or provide unauthorized access to, any computer system, hardware, firmware, network, or device on which the Software is installed, stored, or used; or, (b) damage, destroy, or prevent the access to or use of any data or file without the user's consent (collectively, the "**Limited Warranty**"). Customer's sole and exclusive remedy for BetterBot's breach of the Limited Warranty shall be that BetterBot shall use commercially reasonable efforts to correct such errors or re-perform the Service to achieve the material functionality described in the Documentation within a reasonable period of time. However, BetterBot shall have no obligation with respect to a claim under the Limited Warranty unless notified of such claim in writing within (30) days of discovery by Customer of the material functionality problem. Further, BetterBot shall have no obligation with respect to a Limited Warranty claim for any alleged nonconformity due to user error as reasonably determined by the parties after investigation and analysis by BetterBot.

(b) Non-Infringement Warranty. BetterBot warrants that it is the owner of and or has full power and authority to grant the rights granted by BetterBot in this the Agreement and that neither the performance by Customer in its utilization of the Service, nor the license of and authorized use by Customer of the Software and Service as described herein, will in any way constitute an infringement or other violation of any valid U.S. intellectual property right of any third party.

(c) Customer's Warranty of Customer Data. Customer represents and warrants to BetterBot that no Customer Data provided to BetterBot or made accessible via the Software to BetterBot or use thereof by BetterBot or its Providers in connection with this Agreement will: (i) violate any Applicable Laws, including, but not limited to, data privacy rights; (ii) infringe any copyright, trademark or other proprietary right of any third party; or, (iii) in any way violate or infringe upon any third party's privacy right, right of publicity or any

other right of any person or entity. Customer represents and warrants that all Customer Data comprising personal information is collected from individuals with legally proper consent sufficient for BetterBot and its Providers to receive, process, store, transmit, and transfer such Customer Data pursuant to this Agreement.

(d) Compliance with Applicable Laws. Each party will comply with all Applicable Laws.

(e) DISCLAIMER OF WARRANTIES. EXCEPT AS OTHERWISE STATED IN SECTION 16, BETTERBOT DOES NOT REPRESENT THAT (I) CUSTOMER'S USE OF THE SOFTWARE OR SERVICE WILL BE SECURE, TIMELY, UNINTERRUPTED OR ERROR FREE; (II) THE SOFTWARE OR SERVICE WILL MEET CUSTOMER'S REQUIREMENTS; (III) ALL ERRORS IN THE SOFTWARE, SERVICE, OR DOCUMENTATION WILL BE CORRECTED, (IV) THE SYSTEM THAT MAKES THE SERVICE AVAILABLE WILL BE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS; (V) THE SOFTWARE OR SERVICE WILL OPERATE IN COMBINATION WITH OTHER HARDWARE, SOFTWARE, SYSTEMS OR DATA NOT PROVIDED BY BETTERBOT; (VI) THE OPERATION OF THE SOFTWARE OR SERVICE WILL BE SECURE; (VII) BETTERBOT AND ITS PROVIDERS WILL BE ABLE TO PREVENT THIRD PARTIES FROM ACCESSING CUSTOMER DATA OR CUSTOMER'S CONFIDENTIAL INFORMATION; OR, (VIII) ANY STORED CUSTOMER DATA WILL BE ACCURATE OR RELIABLE. THE WARRANTIES STATED IN SECTION 16 ABOVE ARE THE SOLE AND EXCLUSIVE WARRANTIES OFFERED BY BETTERBOT. THERE ARE NO OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, AND BETTERBOT DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NONINFRINGEMENT, AND UNINTERRUPTED, ERROR-FREE USE. EXCEPT AS STATED IN SECTION 16 ABOVE, THE SOFTWARE AND SERVICE IS PROVIDED TO CUSTOMER ON AN "AS IS" AND "AS AVAILABLE" BASIS, AND IS FOR COMMERCIAL USE ONLY. CUSTOMER ASSUMES ALL RESPONSIBILITY FOR DETERMINING WHETHER THE SOFTWARE OR SERVICE OR THE INFORMATION GENERATED THEREBY IS ACCURATE OR SUFFICIENT FOR CUSTOMER'S PURPOSE.

17. LIMITATION OF LIABILITY

(a) NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR INDIRECT, CONSEQUENTIAL, EXEMPLARY, PUNITIVE, SPECIAL, OR INCIDENTAL DAMAGES INCLUDING WITHOUT LIMITATION, INTERRUPTION OF BUSINESS, LOST PROFITS, LOST OR CORRUPTED DATA OR CONTENT, COST OF OBTAINING SUBSTITUTE GOODS OR SERVICES, LOST REVENUE ARISING OUT OF THIS AGREEMENT (INCLUDING, WITHOUT LIMITATION, THE SOFTWARE OR SERVICE, THE USE THEREOF OR THE INABILITY TO USE), EVEN IF THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

(b) IN NO EVENT SHALL THE AGGREGATE LIABILITY OF EITHER PARTY ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, INCLUDING ANY LICENSE OR USE OF THE SOFTWARE OR SERVICE, WHETHER SUCH LIABILITY ARISES FROM ANY CLAIM BASED ON BREACH OR REPUDIATION OF CONTRACT, BREACH OF WARRANTY, TORT, OR OTHERWISE, EXCEED THE TOTAL AMOUNTS ACTUALLY PAID BY CUSTOMER IN THE SIX (6) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO SUCH CLAIM. THERE SHALL BE ONLY ONE AGGREGATE LIABILITY CAP UNDER THIS AGREEMENT EVEN IF THERE ARE MULTIPLE CLAIMS; EACH CLAIM SHALL REDUCE THE AMOUNT AVAILABLE IN THE AGGREGATE LIABILITY CAP.

(c) THE LIMITATIONS OF LIABILITY SET FORTH IN SECTIONS 17(a) AND 17(b) SHALL NOT APPLY WITH RESPECT TO: (I) DAMAGES TO PERSONS AND/OR TANGIBLE PROPERTY OCCASIONED BY THE WILLFUL MISCONDUCT OR GROSS NEGLIGENCE OF A PARTY, (II) BREACHES BY CUSTOMER OF LICENSE TERMS APPLICABLE TO THE SOFTWARE, (III) CUSTOMER'S UNAUTHORIZED USE OF BETTERBOT'S INTELLECTUAL PROPERTY; OR, (IV) FEES OWED BY CUSTOMER.

18. INDEMNIFICATION

(a) Mutual Indemnification. Each party (as an "**Indemnifying Party**") agrees to indemnify, defend, and hold harmless (collectively occasionally referred to as "indemnify" or its cognates) at its expense the other party and its affiliates, directors, officers, employees, agents, successors and assigns (and in the case of

BetterBot, its Providers) (each an "**Indemnified Party**"), in accordance with the procedures described in this Section 18, from and against any and all losses, costs, damages, liabilities and expenses including without limitation, reasonable legal fees and expenses paid to or for the benefit of an unaffiliated third party (collectively, "**Losses**") arising from or in connection with any third-party claim for: (i) damage caused by the gross negligence or willful misconduct of the Indemnifying Party; or (ii) the damage, loss or destruction of any real or tangible personal property caused by the negligence or willful misconduct of the Indemnifying Party.

(b) Indemnification for Infringement. BetterBot will indemnify, defend, and hold harmless Customer for Losses Customer incurs as a direct result of any unaffiliated third-party claim based on any claim that the Software or the Service infringes any valid U.S. intellectual property right, except to the extent resulting from (i) Customer's modification of the Software or Service or combining by Customer the Software or Service with other products or services if the Software or Service would not have been infringing but for such combination or modification, (ii) Customer's use of the Software or Service in a manner not authorized herein or for which it was not designed, (iii) Customer's failure to install and use an updated non-infringing version of the Software to the extent Customer was notified that the update cured an infringement, (iv) changes to the Software or Service made by BetterBot at the direction of the Customer, or, (v) Customer Data. If any item for which BetterBot has an indemnification obligation under this Section 18(b) becomes, or in BetterBot's reasonable opinion is likely to become, the subject of an infringement or misappropriation claim or proceeding, BetterBot will, in addition to indemnifying Customer as provided in this Section 18(b), at no additional charge to Customer, at BetterBot's option: (a) secure the right to continue using the item or (b) replace or modify the item to make it non-infringing. If neither of such actions can be accomplished by BetterBot using commercially reasonable efforts, and only in such event, BetterBot will remove the item from the Software or Service and the applicable Fees will be equitably adjusted to reflect such removal. This Section 18(b) states Customer's sole and exclusive remedy for BetterBot's infringement or misappropriation of intellectual property of a third party.

(c) Customer's Indemnification. Customer shall indemnify, defend, and hold harmless BetterBot and its Providers against any and all Losses incurred by BetterBot and its Providers arising out of or in connection with a third-party claim (i) alleging that the Customer Data, or any use thereof, infringes the rights of, or has caused harm to, a third party, or (ii) arising out of Customer's breach of this Agreement.

(d) Indemnification Procedures. The Indemnified Party shall give prompt notice of the claim and will tender the defense; provided, however, that the Indemnified Party's failure to provide notification shall not affect the Indemnifying Party's indemnification obligations except to the extent that the failure to notify delays or prejudices the Indemnifying Party's ability to defend the applicable claim. The Indemnifying Party shall conduct the defense and shall have control of the litigation, and the Indemnified Party shall cooperate in defending against the claim. The Indemnified Party shall have the right, at any time and at its own expense, to participate in the defense of the claim with counsel of its own choosing. The Indemnifying Party shall not make any settlement of the claim that results in any liability or imposes any obligation on the Indemnified Party without the prior written consent of the Indemnified Party, which consent shall not be unreasonably withheld, delayed, or conditioned. If the Indemnifying Party fails to (i) respond to the notice of a claim, or (ii) assume the defense of a claim, the Indemnified Party shall have the right to defend the claim in such manner as it may deem appropriate, at the reasonable cost, expense, and risk of the Indemnifying Party, and the Indemnifying Party shall promptly reimburse the Indemnified Party for all such costs and expenses.

19. U.S. GOVERNMENT RESTRICTED RIGHTS. Any use of the Software or Service by or on behalf of the United States of America, its agencies and/or instrumentalities ("**U.S. Government**"), is provided with Restricted Rights. Use, duplication, or disclosure by the U.S. Government is subject to restrictions as set forth in subparagraph I(1)(ii) of the Rights in Technical Data and Computer Software clause at DFARS 252.227-7013 or subparagraphs I(1) and (2) of the Commercial Computer Software – Restricted Rights at 48 CFR 52.227-19, as applicable.

20. FORCE MAJEURE EVENTS

(a) A "**Force Majeure Event**" means a cause or event beyond the reasonable control of the party claiming delay of performance, including, but not limited to, (i) labor disputes, strikes, or lockouts (but excluding nonunion labor shortage or disputes), or labor unavailability or workplace closure or restrictions as required or recommended by government or agency due to pandemic, epidemic, or other widespread health emergency (e.g., viruses or other diseases, such as, but not limited to, COVID-19, SARS, or the like.); (ii) riots, war, acts of terrorism, or other civil disturbance; (iii) fire, flood, earthquake, tornado, hurricane, snow, ice, lightning, or other natural disasters, elements of nature or acts of God, (iv) outages, cable cuts, power crisis

shortages, infrastructure outages or failures, internet failures, interruption or failure of telecommunications carriers or digital transmission links, network congestion, computer equipment failures, telecommunication equipment or other equipment failures, electrical power failures, loss of or fluctuations in heat, light, or air conditioning, all of the foregoing in this Subsection (iv) being of or due to third party providers or utility service providers; (v) acts of computer, system, or network sabotage or file lockup (e.g., ransomware attack), DDOS or other network attacks, intrusion, or other failures not arising out of a breach of Provider's data security obligations set forth in this Agreement; (vi) any law, order, regulation, direction, action or request of the United States, state or local governmental agency, department, commission, court, bureau, corporation or other instrumentality of any one or more of such instrumentality, or of any civil or military authority, or national emergencies, including imposing an embargo, export or import restriction, quota or other restriction or prohibition or any complete or partial government shutdown; (vii) change in law or regulation making performance impracticable without having material impact on such party's ability to perform under this Agreement without material increase in cost, resources, or time; or, (viii) national or regional shortage of adequate power or telecommunications or transportation.

(b) With the exception of the timely payment of Fees owed, if by reason of a Force Majeure Event either party is unable to perform in whole or in part its obligations as set forth in this Agreement, then such party shall be relieved of those obligations to the extent it is so unable to perform and such inability to perform shall not make such party liable to the other party. A party shall promptly notify the other party in the event of a Force Majeure Event affecting the party's ability to perform. Neither party shall be liable for any loss, injury, delays or damages suffered or incurred by the other party due to the above causes. In the event a Force Majeure Event occurs whereby either party is unable to perform in whole or in part its obligations as set forth in this Agreement (other than timely payment of Fees) for a period of thirty (30) consecutive days, the other party shall have the right to terminate this Agreement without termination liability, other than for Fees due up to the date of termination.

21. DISPUTE RESOLUTION

(a) Time Limitation. Any claim or action against us must be brought within twelve (12) months of the cause arising, otherwise such claim or action is permanently barred.

(b) Arbitration.

(i) Other than for the grounds set forth in Section 21(b)(iv) (labeled "Exceptions to Agreement to Arbitrate"), in the event of any dispute, claim, question or disagreement arising from or relating to this Agreement or the breach thereof, the parties hereto shall use reasonable efforts to settle the dispute, claim, question, or disagreement. To this effect, the parties shall consult and negotiate with each other in good faith and, recognizing their mutual interests, attempt to reach a just and equitable solution satisfactory to both parties. If the parties do not reach such solution within a period of thirty (30) days, then, upon notice by either party to the other, such dispute, claim, question or disagreement shall be resolved by binding arbitration in Atlanta, Georgia in accordance with the Commercial Arbitration Rules of the American Arbitration Association (the "AAA"), subject to the limitations of this Section. This agreement to arbitrate will be specifically enforceable under the prevailing law of any court having jurisdiction. Notice of a demand for arbitration shall be filed in writing with the other party hereto and with the AAA. The demand for arbitration shall be made within a reasonable time after the dispute has arisen, and in no event shall any such demand be made after the date when institution of legal or equitable proceedings based on such dispute would be barred by the applicable statute of limitations. The parties agree that one (1) arbitrator shall arbitrate the dispute. The arbitrator shall be selected by the joint agreement of the parties, but if they do not so agree within twenty (20) days after the date of the notice of a demand for arbitration referred to above, the selection shall be made pursuant to the Commercial Arbitration Rules of the AAA from the panels of business arbitrators maintained by the AAA. The decision of the arbitrator shall be made in writing and shall be final. Judgment may be entered upon it in any court having jurisdiction thereof, and the decision shall not be subject to vacation, modification or appeal, except to the extent permitted by Sections 10 and 11 of the Federal Arbitration Act, the terms of which Sections the parties agree shall apply. The expenses of arbitration, including and the fees and expenses of the arbitrator and the AAA, shall be shared equally by the parties.

(ii) The arbitrator will have no authority to award attorneys' fees, punitive damages, or any other monetary relief not measured by the prevailing party's actual damages and each party irrevocably waives any claim thereto. The award may include equitable relief. The arbitrator will not make any ruling, finding, or award that does not otherwise conform to this Agreement. The arbitrator may render a summary disposition relative to all or some of the issues, provided that the responding party has had an adequate opportunity to respond to any such application for such disposition.

(iii) The parties agree to treat all aspects of the arbitration as confidential, as provided in the AAA Rules. Before making any disclosure permitted by the Rules, a party shall give written notice to the other party and afford such party a reasonable opportunity to protect its interests. Further, judgment on the arbitrators' award may be entered in any court having jurisdiction.

(iv) Exceptions to Agreement to Arbitrate. The parties agree that either party may bypass arbitration and go to court to resolve disputes relating to intellectual property (e.g., trademarks, trade dress, domain names, trade secrets, copyrights or patents) or relating to breach or potential breach of confidentiality.

(c) Waiver of Jury Trial. Each party irrevocably and unconditionally waives any right it may have to a trial by jury for any legal action arising out of or relating to this Agreement or the transactions contemplated hereby.

22. GENERAL PROVISIONS

(a) Disclosure. BetterBot may disclose that Customer is a customer of BetterBot.

(b) Governing Law. Any disputes under this Agreement shall be resolved under Georgia law without reference to conflict of laws principles.

(c) Venue; Jurisdiction. To the extent litigation is permitted pursuant to Section 21 any disputes, actions, claims or causes of action arising out of or in connection with this Agreement or the Service shall be subject to the exclusive jurisdiction of the state and federal courts located in Atlanta, Georgia or the Northern District of Georgia.

(d) Agreement. This Agreement represents the parties' entire understanding relating to the subject matter thereof this Agreement and supersedes any prior or contemporaneous, conflicting or additional, communications. No text or information set forth on any purchase order form, preprinted form or document of Customer shall add to or vary the terms of this Agreement. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, then such provision(s) shall be construed, as nearly as possible, to reflect the intentions of the invalid or unenforceable provision(s), with all other provisions remaining in full force and effect. No joint venture, partnership, employment, or agency relationship exists between BetterBot and Customer as a result of this Agreement or use of the Service. The failure of a party to enforce any right or provision in this Agreement shall not constitute a waiver of such right or provision unless acknowledged and agreed to by such party in writing. Any rights not expressly granted herein are reserved by BetterBot.

(e) Modification of Agreement. This Agreement is available for existing Customer's inspection at https://7078181.fs1.hubspotusercontent-na1.net/hubfs/7078181/Agreements/Template-Online Version v2-22-2022).docx.pdf. This Agreement may be modified by BetterBot in its sole discretion. The modified Agreement will be effective upon posting and Customer's continued use of the Software and Service after such modification will constitute acknowledgement and agreement of the modified Agreement. Customer should periodically visit that website page for any updates. If Customer purchases additional Authorized Properties during this Agreement, the Quote BetterBot sends to Customer will include a link to the then-current Agreement and Customer's signing of the Quote will constitute Customer's agreement thereto.

(f) Assignment. Customer may not assign, transfer, or convey (whether by contract, merger, or operation of law) (collectively referred to in this Section 22(f) as "assign" or its variants) any of its rights or obligations under this Agreement to any third party without BetterBot's prior written consent (which consent shall not be unreasonably withheld), provided that no consent is required in the event of a merger, acquisition, or sale of all or a controlling interest in Customer's equity, assets or business, provided that Customer's assignee agrees to assumes in writing all of Customer's obligations under this Agreement. Any attempted assignment in violation of the foregoing will be of no power or effect.

(g) Notices. Customer consents to receive mail and electronic communications (email, text/SMS and by telephone) from BetterBot and/or by posting the Communications on BetterBot's website (e.g., by posting notices on Customer's account profile page) concerning information and/or BetterBot's Service (collectively, "**Communications**"). Communications may be those that BetterBot is required to send to Customer by law concerning BetterBot, Customer's account or the Service ("**Required Communications**"), e.g., notices regarding data privacy or security. The Communications may also be those that BetterBot send to Customer for other reasons. Customer may change the email on file for its account by visiting Customer's account profile page on the Dashboard or by contacting BetterBot. Any notices sent by Customer shall be sent by email to billing@betterbot.com. A notice to BetterBot will be deemed received if delivered by verifiable, non-automated confirmation email.

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