



In everything we do, we believe in challenging the status quo.
We believe in thinking and acting differently.

We challenge the status quo by making our software gracefully designed and simple to use.

All with one simple thought: to help you and your customers achieve more in less time by intentionally building our applications to make our customers the heroes in their customers' eyes.

We also just happen to make and support great software.

Customer Stellar Support Agreement ("CSSA")

IMPORTANT: READ CAREFULLY BEFORE DOWNLOADING, COPYING, INSTALLING OR USING ANY URDESIGNS SOFTWARE OR REQUEST/ACCESS/UTILIZE ANY MAINTENANCE, SUPPORT, TECHNICAL CONSULTING OR SIMILAR SERVICES RELATING TO URDESIGNS'S PRODUCTS (HEREAFTER, COLLECTIVELY "SEEK(ING) SUPPORT"). YOU MAY NOT ACCESS OR USE THE SOFTWARE OR SEEK SUPPORT TO WHICH THIS URDESIGNS CUSTOMER SUPPORT SERVICES AGREEMENT ("CSSA") APPLIES UNLESS YOU AGREE TO ALL OF THE TERMS AND CONDITIONS OF THIS AGREEMENT.

THIS AGREEMENT IS A LEGAL AND BINDING AGREEMENT BETWEEN THE ENTITY BY WHOM YOU ARE EMPLOYED, OR WHOM YOU REPRESENT (HEREAFTER REFERRED TO AS "YOU", "YOUR", "YOUR EMPLOYER" OR "CUSTOMER"), AND URDESIGNS INC. ("URDESIGNS"). BY SEEKING SUPPORT, LOGGING INTO URDESIGNS SUPPORT WEBSITE, DOWNLOADING, ACCESSING OR USING THE URDESIGNS SOFTWARE, ACCEPTING DELIVERY OF ANY GOODS AND/OR SERVICES, OR INDICATING YOUR ASSENT TO THIS AGREEMENT (FOR EXAMPLE, BY SIGNING A PURCHASE AGREEMENT THAT REFERENCES THIS AGREEMENT, OR BY INDICATING YOUR AGREEMENT BY CLICKING ON AN "ACCEPT", "AGREE" OR SIMILAR BUTTON, OR CHECKING A BOX INDICATING YOUR AGREEMENT TO THESE TERMS, IN A WEB FORM OR AS PART OF YOUR DOWNLOAD, INSTALLATION OR ACTIVATION OF URDESIGNS SOFTWARE, YOU ARE REPRESENTING AND AGREEING THAT: (1) YOU HAVE READ, UNDERSTOOD AND AGREED TO BE BOUND BY THESE TERMS, INCLUDING ANY TERMS AND CONDITIONS INCORPORATED BY REFERENCE; (2) YOU HAVE THE AUTHORITY TO BIND YOUR EMPLOYER TO THIS AGREEMENT; AND (3) YOUR EMPLOYER WILL BE BOUND BY, AND

BECOMES A PARTY TO THIS AGREEMENT. URDESIGNS RESERVES THE RIGHT TO MODIFY OR AMEND THESE TERMS FROM TIME TO TIME WITHOUT NOTICE. YOUR CONTINUED USE OF ANY URDESIGNS SOFTWARE OR SEEKING SUPPORT FOLLOWING THE POSTING OF CHANGES TO THESE TERMS WILL MEAN YOU ACCEPT THOSE CHANGES. UNLESS URDESIGNS PROVIDES YOU WITH SPECIFIC NOTICE, NO CHANGES TO THESE TERMS WILL APPLY RETROACTIVELY. THE DISCLAIMERS, TERMS, AND CONDITIONS IN THIS CSSA ARE OF GENERAL APPLICATION AND MAY BE SUPPLEMENTED BY ADDITIONAL POLICIES, PROCEDURES, DISCLAIMERS, AGREEMENTS, GUIDELINES, RULES, TERMS, AND CONDITIONS OF SPECIFIC APPLICATION THAT URDESIGNS DISCLOSES.

Any access, use, or any other rights or benefits relating to Maintenance and/or Support require your assent to this CSSA. If you do not agree to the terms and conditions of this CSSA, (1) you may not enter into any agreement, whether with URDesigns, a reseller or any other third party, for the provision of any URDesigns Maintenance, Support, or any related goods and/or services, or otherwise indicate your assent in any form or fashion (express or implied) to these terms; (2) you may not download, install, use, copy, access, possess or distribute any URDesigns software or related documentation (including without limitation any updates); and (3) you may not request, access, use, or otherwise seek or obtain the benefit of any URDesigns Maintenance, Support or related resources, materials, goods and/or services.

All URDesigns software/licenses are purchased, licensed, and/or used subject to the URDesigns End User License Agreement ("EULA"), and the provisions of the URDesigns Deployment Guidelines and the URDesigns Server In-Depth documents, all of which are hereby incorporated by reference. This CSSA shall govern Maintenance (updates) and Support. These documents are available at <https://ur-designs.com/terms-docs/>.

NOTICE OF CONFIDENTIALITY: URDesigns Customer Stellar Support Services Agreement ("CSSA"), which follows, contains information and data that is proprietary and/or confidential to URDesigns. This information and data are not made available for public review and is submitted to the Customer only in response to a specific request for quote or proposal. The information contained herein is protected by the Trade Secrets Act, as codified, and any improper use, distribution, or reproduction is specifically prohibited. No license of any kind whatsoever is granted to any third party to use the information contained herein unless a written agreement exists between URDesigns and such third party who desires access to the information. The information contained herein is submitted to the Customer for purposes of contracting for software licenses and/or services in connection with URDesigns software as denoted herein. No other use of or reliance upon the information and data contained herein is permitted without the express written permission of URDesigns. Under no condition should the information contained herein be provided in any manner whatsoever to any third party without first receiving the express written permission of URDesigns. Any unauthorized review, use, disclosure, or distribution of this CSSA, or the information and data contained herein, is strictly prohibited. If you are not an authorized recipient, please contact URDesigns at info@URDesigns.com and destroy all copies of this CSSA.

OVERVIEW

URDesigns provides Maintenance and Support of Licensed Software Products according to the terms and conditions of this CSSA. The following tables provide a quick overview of the basic elements of URDesigns Maintenance and Support.

Maintenance & Support Overview (by license type)		Subscription	Perpetual
Maintenance	Access to Updates of the Licensed Software Products	Included	Annual Maintenance & Support Plan required *
Support	Assistance with technical questions regarding the Licensed Software Products	See your Purchase Agreement*	Annual Maintenance & Support Plan required *

* Annual Maintenance & Support Plans include both Maintenance and your Selected of Stellar Support Plan; subscriptions may include Maintenance without Support; No Stellar Support Plan. See Purchase Agreement for Details.

Quick Reference for Key Phrases		Ref.
Licensed Software Products	Any and All Software Offered by URDesigns is Licensed by URDesigns Unless Purchase Agreement states otherwise.	1.3
Updates	Updates, enhancements, and/ or "bug fixes" for the Licensed Software Products	1.4
Series (ex: 1,2 or 8 Series)	Every Major, Minor and Maintenance Release under the same Major Release # (X); URDesigns will generally maintain backwards compatibility within a Series (ex: 3.5 to 3.2)	1.7
Version (ex: X.Y.Z)	A specific Major, Minor and/or Maintenance Release of the Platform Software, where X = Major Release, Y = Minor Release, and Z (optional) = Maintenance Release	1.7
Major Release (X)	Includes significant changes or enhancements; often includes new features that add additional benefit and/or overall functionality	1.8
Minor Release (Y)	Changes do not warrant a Major Release, but are sufficiently greater than a Maintenance Release	1.8
Maintenance Release (Z)	Small number of changes or changes of such nature that a Minor Release is not warranted	1.8
Service Pack	A periodic rollup of Hotfixes recommended to customers as part of a proactive maintenance plan; usually named as X.Y Service Pack #Z or X.Y SP #Z	1.8
Hotfix	A hotfix release may be made in response to a specific Issue on an unscheduled (ad-hoc) basis as Hotfix soon as available; may be only a set of files rather than a full, standalone release of the product, may not be localized; may not be advised for use by all customers; usually named as X.Y Hotfix #Z	1.8
General Availability	The first date on which a release (and technical support thereon) is made available to customers; In special cases URDesigns may allow certain early access to a release for testing (as part of its Early Access Program) without making the release generally available	3.2(a)

End of Life	When a product/version is no longer eligible for Maintenance and/or Support	3.2(a)
Major New Products	Products or substantial changes to existing products of such nature that it warrants treating them as new products; typically comprised of major new components/features in the software	1.9

Stellar Service Definitions

1.0 **DEFINITIONS:** For purposes of this CSSA:

- 1.1 **"Documentation"** shall mean any user manuals, release notes, installation notes, project plans, specifications, and other materials in any form provided in conjunction with the Licensed Software Products.
- 1.2 **"Error"** shall mean an Issue, within URDesigns sole and direct control, which causes the Licensed Software Products to not perform substantially in accordance with the material specifications set forth in URDesigns Documentation. "Issues" shall mean any issue, concern, problem, nonconformance, malfunction, interruption, bug, or similar occurrence, collectively. URDesigns has sole and controlling discretion as to whether a reported Issue constitutes an Error.
- 1.3 **"Licensed Software Product(s)"** shall mean the applicable URDesigns Software ("Software", "Application(s)", or "Site(s)", or "Integration(s)", or "API(s)"), together with the Documentation, provided by URDesigns under a separate license agreement for each Software or Software Suite.
- 1.4 **"Updates"** shall mean any update, enhancement, or bug-fix of a Licensed Software Product which is substantially similar to and is marketed under the same product number and nomenclature.
- 1.5 **"Maintenance"** shall mean the issuance of new Updates and/or Versions of the Licensed Software Products on an as-needed basis (determined solely by URDesigns) in order to correct Errors or "bugs" or to add functional enhancements. Maintenance (and/or Updates) does not include or otherwise entitle access to or use of Major New Products.
- 1.6 **"Support"** shall mean responding to a reasonable number of technical questions regarding the Licensed Software Products via telephone, facsimile, electronic mail or the internet, subject to the terms and conditions of Customer's applicable Support Plan and the other provisions of this Agreement.
- 1.7 **"Version"** shall mean a specific instance of a Major, Minor, and/or Maintenance Release, as identified by a version number of the form X.Y.Z. where X is a whole number that represents the Major Release, Y is a whole number that represents the Minor Release (or "O" for the first release in a Major Release family), and optional Z is a whole number that represents the Maintenance Release "Series" shall mean every Major, Minor and/or Maintenance Release under the same Major Release # (X); URDesigns generally endeavors to maximize backwards compatibility within a Series.

- 1.8 **"Major Release(s)"** are those releases of the Licensed Software Product(s) that include significant changes or enhancements, including without limitation where new features add additional benefit and/or overall functionality. "Minor Release(s)" are those that do not warrant a Major Release yet make a sufficient number of changes or changes of sufficient nature to warrant issuing the Licensed Software Product(s) as a Minor Release. "Maintenance Release(s)" are those that make a small number of changes or changes of such nature that a minor release is not warranted. "Service Pack" generally refers to an aggregation of Hotfixes that is recommended to customers as part of a proactive maintenance plan. URDesigns shall have sole discretion in determining the nature and classification of any release.
- 1.9 **"Major New Product(s)"** are products, or significant modifications or additions to existing Licensed Software Product(s), including without limitations components and/or features, regardless of version number, which in URDesigns sole discretion, are of such nature that warrants treating them as new products not included as part of prior licensing of Licensed Software Product(s); Major New Product(s) may be offered at additional cost and under new terms & conditions in URDesigns sole discretion.
- 1.10 URDesigns **"Business Hours"** are 8:00 am to 5:00 pm Pacific, Monday through Friday, excluding holidays observed by URDesigns. "Business Day(s)" shall refer to those days which fall within the Business Hours.
- 1.11 **"Purchase Agreement"** shall refer to the ordering documents for purchase/licensing of URDesigns software, applications, goods and/or services, including any addenda thereto, entered into, between Customer and URDesigns from time to time. To the extent Customer procures URDesigns software, applications, goods, or services via a purchase order accepted by URDesigns, the term "Purchase Agreement" shall include such purchase order to the extent of the goods and services itemized therein and subject to the terms and conditions of this Agreement, including without limitation, Section 11.0(b) (Conflicting terms) and/or Section 13.0 (Purchases from a Reseller).
- 1.12 **"Outside Cause(s)"** shall mean and refer to any Occurrence that arises from, relates to, or is caused (whether in whole or in part) or contributed to by any act, omission or failure to act, hardware, firmware, operating system, software distribution or download service (ex: app store), third party or non-URDesigns software or system, database, network, infrastructure and/or information technology, or any other Occurrence that is not within URDesigns sole and direct control. "Occurrence" shall mean, collectively, any Issue, happening, event, act, matter, source, consequence, cause, or other occurrence, of any kind or nature.
- 1.13 The term **"URDesigns Deliverables"** shall refer to URDesigns license(s), software, Support, goods and/or services of any kind or nature whatsoever.
- 1.14 To clarify, where the terms **"you"**, **"your"**, **"your employer"**, **"customer client"**, **"sub-contractor"** or **"Customer"** are used in relation to the actions of Customer (including without limitation acts, omissions, or any other conduct), any acts, omissions, or other conduct of Customer's employees, agents, representatives, contractors, subcontractors, clients, officers, directors, affiliates, managers or other individuals or entities acting on behalf of or associated with Customer shall constitute actions of Customer.
- 2.0 **INTRODUCTION:** URDesigns creates and licenses software programs which are used connect URDesigns Customers to their employees, contractors, sub-contractors, clients. URDesigns provides Maintenance and Support for the Licensed Software Product(s) solely on a subscription basis for the prepaid term as specified in your Purchase Agreement and according to the specific Support Plan procured; Each Support Plan below endeavors to provide a reasonably prompt correction of (or workaround/solution for) Errors that prevent customers from making use of their

Licensed Software Product(s). If Customer procures Support, it will be so stated in the Purchase Agreement; if no Support is procured or your Support Plan expires, URDesigns shall not be obligated to provide Support. Regardless of the Support Plan procured (or no plan being procured), any time spent by URDesigns relating to app development, adapting/modifying the Licensed Software Product(s), product training, consulting, troubleshooting, Outside Causes, and/or modifying applications, and/or any technical support (where such technical support is not covered under a Support Plan) shall be considered outside the scope of Support and shall be billable to Customer at the URDesigns currently published Hourly Billing Rate.

2.1 SUPPORT PLAN OPTIONS:

We developed the Customer Stellar Service Agreement to be a place where we truly partner with our customers. When you need us for more support, you have it, when you need us for less support, you have it. Your able to choose the level and amount of support your Company needs. These plans, while some focus on attempting to level your expenditures, others ensure less downtime and others are less services at a lower cost. We strive to give your company the support you desire. Some Stellar Plans come with a review where we average three months of service and take the average. When the three-month average changes we adjust. Some of the plans like White Star are only available on authorized White Label Software. While Stellar Universe and Stellar White Star Plans do require other Stellar Plans, other plans can be purchased individually.

Here is a short description of the available Stellar Service Components:

2.1.1 Stellar Service Plans:

- Stellar Planetary Plan – Standard Maintenance installed at T&M “Time and Materials”
- Stellar Star Plan – Extended hours for people not in our Time Zone.
- Stellar Galaxy Navigator Plan – We support your Servers and your Support People.
- Stellar Galaxy Plan – We directly support your complete installation Servers, Support People and End Users.

2.1.2 Stellar Hosting Plans:

- Stellar Universe – Full URDesigns Application Hosting.

2.1.3 White Label Plans (Qualifying apps Only):

- Stellar White Star – White Label (on qualifying apps) Program
- Stellar White Star Navigator – White Label (on qualifying apps) Time & Materials Program

Here is a breakdown of the Stellar Service plans:

Stellar Support Component	No Support Program	Stellar Planetary	Stellar Star	Stellar Galaxy Navigator	Stellar Galaxy
Support availability via Web, Phone and E-mail	8 am-5pm PST ***	8 am-5pm PST	24 x 7	24 X 7	24 X 7
Web Support Tools, Downloads, Knowledge base	No ***	Yes	Yes	Yes	Yes
Maintenance and Updates	No ***	No ***	No ***	Yes	Yes
Support News	No ***	No ***	Yes	Yes	Yes
Escalation Process	No ***	No ***	Yes	Yes	Yes
Quarterly Customer Environment Review	No ***	No ***	Yes	Yes	Yes
Customer User Management	No ***	No ***	No ***	Yes	Yes
Performance Review	No ***	No ***	Yes	Yes	Yes
Heightened Responsiveness 4 Business Hours 8 hours after Business hours, weekends, and holidays	No	No	Yes	Yes	Yes
Mobile Software Support (End User Support) *	No ***	No ***	No ***	Yes	Yes
URDesigns, SQL Server and IIS Windows Support *	No ***	No ***	No ***	Yes *	Yes *
Proactive URDesigns Management Notification	No	No	Yes	Yes	Yes
Covered Managed Updates ** Plan, Communicate and Deploy updates as efficiently and effectively as possible	No ***	No ***	No ***	Yes *	Yes *
End User Contact Support ** Users will contact support.	No ***	No ***	No ***	No***	Yes *
Covered Data, Support ** Support Data as it is related to URDesigns Applications	No ***	No ***	No ***	Yes *	Yes *
Business System Recommendations ** We communicate with Business Systems users to help get issues corrected. **	No ***	No ***	No ***	Yes *	Yes *
Train the Trainer - Training ** Train users as deemed necessary to get the most out of the applications	No ***	No ***	No ***	Yes *	Yes *
Daily Status Checks ** We will provide daily checks to reduce outages.	No ***	No ***	No ***	Yes	Yes

Customer Only Applications ** We will support the operation of Custom-Built Applications built by URDesigns for your company’s use only	No ***	No ***	No ***	Yes *	Yes *
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* Troubleshooting only to support the URDesigns Applications.

** Services are only available on URDesigns Application and Data and how they interact with URDesigns Systems.

*** Available at Time and Materials Rates

2.2 Stellar Service Plans and Details:

We developed the Stellar Service Program to be a place where we truly partner with our customers. When you need us more support, you have it, when you need us less support, you have it. Your Able to choose the level and amount of support your Company needs. These plans, while some attempt to level your expenditures, others ensure less downtime and others are lower cost. We strive to give your company the support you desire. Some Stellar Plans come with a review where we average three months of service and take the average. When the three-month average changes we adjust. Some of the plans like White Star are only available on White Label Software. While Stellar Universe and Stellar White Star Plans are combinable with other Stellar Plans.

2.2.1 No Support Plan: (Not Available for SaaS) Is the simplest plan we have. Support is only available during regular Business Hours and all interactions are Time and Materials.

- All Support items are performed at a Time and Materials Basis.

2.2.2 Stellar Planetary Plan: (Included for SaaS users) includes No Support Plan features plus All Support Portals are available. Support is available during regular business hours and all interactions are Time and Materials.

- Maintenance and Updates – Core Application Updates are made available to the customer, but merging updates to Customer apps are charged at Time and Materials Basis
- Support News is a Newsletter outlining new features and update made to Base Products.
- An Escalation Process that can be used to escalate issues. Managers Names Numbers and Email.
- All other Support items are performed at a Time and Materials Basis.

2.2.3 Stellar Star Plan : (Includes Stellar Planetary Plan) but Extends Support hours to 24 X 7 and adds performance suggestions and operation recommendations.

- Quarterly Customer Environment review, we review the operation environment and make suggestions to achieve optimal performance.
- Performance Review, Review Quarterly with customers software performance.
- Heightened Responsiveness, 4 hours regular Business hours and 8 for after business hours, weekends, and holidays.
- Proactive Management Notifications, we make recommendations on user usage and suggestions to reduce issues or increase processing speed.
- Other Support are performed at a Time and Materials Basis.

2.2.4 Stellar Galaxy Navigator Plan: Includes Stellar Star Plan but extends support to include.

- First Support level that qualifies for Time and Material Rate Discounts, because there is an average of monthly hours that are pre-purchased.
- User Management, to manage and ensure users are setup correctly and most efficiently.
- End user Software support through Navigators.
- URDesings, Windows, SQL, and IIS operational (Not In-depth Windows, SQL, or IIS Support) Support. Light Server support to reduce URDesigns Software Downtime.
- Managed Updates, update customer software or merge software and deliver to customer systems or stores and make available for end user delivery.
- Covered Data Support, Support Data as it is related to URDesigns Software.
- Business System Recommendations, we communicate with Business Systems users to help get issues corrected.
- Train the Trainer – Training, Train users as deemed necessary to get the most out of the Software.
- Daily Status Checks, we will provide daily server operational checks to reduce outages.
- Customer Only Software, we will support the operation of Company Only Software or Applications built by URDesigns for your company’s use only.
- Qualifies for reduced Time and Materials rates because of monthly commitments.

2.2.5 Stellar Galaxy Plan: Includes Stellar Galaxy Navigator Plan but Extends to Connecting with the End Users to resolve issues more quickly.

- First Support level that qualifies for Time and Material Rate Discounts, because there is an average of monthly hours that are pre-purchased.
- End user Software support direct with End-Users.
- Qualifies for reduced Time and Materials rates because of monthly commitments.

2.3 HOSTING PLANS:

2.3.1 Stellar Universe Plan (Hosting)

- We Host the Servers (Windows, Database, API, and Web) required to operate URDesigns Software.
- Can be Combined with other Support Plans; Stellar Planetary, Stellar Star, Stellar Galaxy Navigator, Stellar Galaxy.
- Can also be combined with Stellar White Star Navigator and Stellar White Star Plans

2.4 WHITE LABEL PLANS:

Not available on all Software. Only Available only for Software set up for White Label operation.

We continuously improve and maintain the Core Software of White Label products. These updates are made available for URDesigns to Merge at the Customer’s Software at the customer’s discretion. These Merges are on a Time and Materials basis. Stellar White Star Navigator Plan (White Label)

2.2.6 Stellar White Star Navigator Plan (Qualified White Label Products Only)

- Estimates are generated and Pre-Payment is required for Merges and Estimated Hours are just estimates.

2.2.7 Stellar White Star Plan (Qualified White Label Products Only)

- Includes the Stellar White Star Navigator but includes a Monthly Payment plan that allows URDesigns to Merge and update customer approved merges without estimates as long as customer maintains a surplus of hours to complete Merging without needing additional hours.

2.2.8 Both White Star Navigator and White Star Plans can be combined with

- Can be Combined with other Support Plans; Stellar Planetary, Stellar Star, Stellar Galaxy Navigator, Stellar Galaxy.
- Can also be combined with Stellar Universe Plans.

2.5 OUT OF SCOPE EFFORTS:

URDesigns is under no obligation to perform any Support (or other efforts) on an hourly basis, but may do so in its sole discretion; URDesigns may, in its sole discretion, (a) bill and/or invoice Customer for any such "Hourly Support" (or similar efforts) it does perform, (b) require Customer to pre-purchase a block of hours prior to performance of any such efforts, (c) offer a separate and/or additional contract, and/or (d) refuse to provide Support or make any other efforts. URDesigns bills \$250/hour for Support-related efforts on a time and materials basis and in minimum increments of 15 minutes ("Hourly Billing Rate").

3.0 SOFTWARE

We may include software ("Software", "Application(s)" or "Site(s)") for use in connection with our services. If such software is accompanied by an end user license agreement ("EULA"), the terms of the EULA will govern your use of the software. If such software is not accompanied by a EULA, then we grant to you a non-exclusive, revocable, personal, and non-transferable license to use such software solely in connection with our services and in accordance with these Terms of Use. Any Software and any related documentation are provided "as is" without warranty of any kind, either express or implied, including, without limitation, the implied warranties of merchantability, fitness for a particular purpose, or non-infringement. You accept any and all risk arising out of use or performance of any Software. You may not reproduce or redistribute any software except in accordance with the EULA or these Terms of Use.

3.0.1 LICENSED APPLICATIONS

"Licensed Application(s)" (aka "Pre-Built Applications" or "ready to use applications") shall refer to URDesigns applications, and the components thereof, that are owned by URDesigns, as may be made available to Licensee by URDesigns as detailed in applicable Purchase Agreement.

3.0.2 SUBSCRIPTION LICENSING

Licensee's purchase may include subscription term commitment and/or installment payments. License subscription term shall commence upon creation (or update) of the Licensee's License(s) on URDesigns License Server or receipt

of first payment, whichever occurs first. If URDesigns is providing any development or consulting efforts, Licensee’s subscription term shall commence prior to the start of any such efforts. At the end of the subscription term or installment payment period, Licensee must renew their subscription and/or make next payment.

3.0.3 Enterprise Licensing: is running URDesigns Software on Licensee Servers or in a Licensee hosted or “URDesigns Cloud Hosting”, environment. Enterprise Subscription licensing requires Licensee to allow their URDesigns Server(s) to connect with URDesigns licensing server(s) via internet at all times; disruption of this connection may result in loss of access to URDesigns Software, and possible loss of data, for which URDesigns shall not be liable.

a. **Additional Enterprise Servers:** Duplication of URDesigns Server components requires purchase of additional Server licenses.

3.0.4 White Label Licensing: URDesigns has developed Application(s) that allows the Licensee and End-Users use to complete tasks, view items, communicate and/or engage End-Users. The Licensee would offer this application to their clients (End-User) as part of their services.

The Application(s) are provided on a subscription basis wherein the Licensee is able access, depending on subscription, some, or all the service functions of the software. When Subscribed to White Label, URDesigns will brand the Application(s) in the Licensees colors and markings. The Licensee colors and marking will be added to the application and processed through the Google Play Store and Apple Store on behalf of the customer.

a. **Updates to White Label Software:** URDesigns Constantly puts effort into the Application(s) to Maintain and Enhance the Core URDesigns Application(s). White label Merging is offered at a Time and material Basis and suggested the apps should not fall behind more than two Release Versions. See CSSA for Details on determining versions.

b. **No Operational Guarantee:** Software is not guaranteed to work. The Store(s), devices, and operating systems that the Software runs on are constantly updating.

c. **White Label Merging:** URDesigns offers merging of our newer/updated core URDesigns application(s) at a time and materials basis. Keeping Licensee White Label Application(s) up to date is the responsibility of the Licensee. We suggest keeping your White Label application(s) up to date as possible. This is a choice that the Licensee can choose to or choose to pass.

3.0.5 White Label and Application Store(s): While URDesigns Makes all attempts to process the Software through the appropriate Store(s) as is. There are times that in order to enable to delivery through the store(s) the software may require modifications to comply with the store(s) guidelines. All changes to URDesigns Software to White Label or deliver are charged at a time and materials basis.

a. We do not in any way control the stores nor their guidelines. Stores guidelines are changing often and left up to interpretation by the reviewing stores. We do not guarantee the store(s) acceptance on any White Label Software.

3.1 LICENSE GRANT

3.1.1 MOBILE APPLICATION LICENSE

3.1.2 Mobile Applications and/or Software Use License

If you access the Software via a mobile application, then we grant you a revocable, non-exclusive, non-transferable, limited right to install and use the mobile application on wireless electronic devices owned or controlled by you, and to access and use the mobile application on such devices strictly in accordance with the terms and conditions of this mobile application license contained in these Terms of Use. You shall not: (1) except as permitted by applicable law, decompile, reverse engineer, disassemble, attempt to derive the source code of, or decrypt the application; (2) make any modification, adaptation, improvement, enhancement, translation, or derivative work from the application; (3) violate any applicable laws, rules, or regulations in connection with your access or use of the application; (4) remove, alter, or obscure any proprietary notice (including any notice of copyright or trademark) posted by us or the licensors of the application; (5) use the application for any revenue generating endeavor, commercial enterprise, or other purpose for which it is not designed or intended; (6) make the application available over a network or other environment permitting access or use by multiple devices or users at the same time; (7) use the application for creating a product, service, or software that is, directly or indirectly, competitive with or in any way a substitute for the application; (8) use the application to send automated queries to any website or to send any unsolicited commercial e-mail; or (9) use any proprietary information or any of our interfaces or our other intellectual property in the design, development, manufacture, licensing, or distribution of any applications, accessories, or devices for use with the application.

3.1.2.1 Apple and Android Devices

The following terms apply when you use a mobile application obtained from either the Apple Store or Google Play (each an "App Distributor") to access the Site: (1) the license granted to you for our mobile application is limited to a non-transferable license to use the application on a device that utilizes the Apple iOS or Android operating systems, as applicable, and in accordance with the usage rules set forth in the applicable App Distributor's terms of service; (2) we are responsible for providing any maintenance and support services with respect to the mobile application as specified in the terms and conditions of this mobile application license contained in these Terms of Use or as otherwise required under applicable law, and you acknowledge that each App Distributor has no obligation whatsoever to furnish any maintenance and support services with respect to the mobile application; (3) in the event of any failure of the mobile application to conform to any applicable warranty, you may notify the applicable App Distributor, and the App Distributor, in accordance with its terms and policies, may refund the purchase price, if any, paid for the mobile application, and to the maximum extent permitted by applicable law, the App Distributor will have no other warranty obligation whatsoever with respect to the mobile application; (4) you represent and warrant that (i) you are not located in a country that is subject to a U.S. government embargo, or that has been designated by the U.S. government as a "terrorist supporting" country and (ii) you are not listed on any U.S. government list of prohibited or restricted parties; (5) you must comply with applicable third-party terms of agreement when using the mobile application, e.g., if you have a VoIP application, then you must not be in violation of their wireless data service agreement when using the mobile application; and (6) you acknowledge and agree that the App Distributors are third-party beneficiaries of the terms and conditions in this mobile application license contained in these Terms of Use, and that each App Distributor will have the right (and will be deemed to have accepted the right) to enforce the terms and conditions in this mobile application license contained in these Terms of Use against you as a third-party beneficiary thereof.

3.3 SaaS Licensing (Software as a Service)

SOFTWARE AS A SERVICE: Some Products are served to users through SaaS (“Software as a Service”). Section 2.3 deals with SaaS Solutions only. The Supplier shall use commercially reasonable endeavors to make the Application available 24 hours a day, seven days a week, except for scheduled maintenance performed outside Normal Business Hours, provided that the Supplier has used reasonable endeavors to give the Customer at least 6 Normal Business Hours' notice in advance. The Supplier will strive to respond to all issues with the time frames given above. All issues will be resolved in as timely a manner as practicable given the complexity and urgency of the issue.

3.3.1 SaaS Company Responsibilities

Responsibilities of the Company (SaaS Apps)

- 3.3.1.1 While the customer is paid in full and in good standing with the company, the Company shall provide the Customer with the Services for the purpose of sharing to Clients.
- 3.3.1.2 The Software shall be made available by the Company subject to any unavailability caused by circumstances beyond the Company’s reasonable control, including any force majeure events, as contemplated in Section 15.0, and any computer, communications, Internet service or hosting facility failures or delays involving hardware, software, power, or other systems not within the Company’s possession or reasonable control, and denial of service attacks.
- 3.3.1.3 The Services may be temporarily limited, interrupted, or curtailed due to maintenance, repair, modifications, upgrades, or relocation. The Company shall attempt to notify the Customer of scheduled and unscheduled network outages that are expected to last more than four (4) hours and that may affect the Services. The Company shall be entitled to change the Services during the Term, provided that the Company will not materially reduce the capabilities provided by the Services.
- 3.3.1.4 The Company shall ensure that the Services will be performed substantially in accordance with the Documentation and with reasonable skill and care.
- 3.3.1.5 The provisions of this clause shall not apply to the extent of any non-conformance which is caused by use of the Services contrary to the Company’s instructions, or modification or alteration of the Services by any party other than the Company or the Company’s duly authorized contractors or agents. If the Services do not conform with the foregoing undertaking, the Company will, at its expense, use all reasonable commercial endeavours to correct any such non-conformance promptly, or provide the Client with an alternative means of accomplishing the desired performance. Such correction or substitution constitutes the Customer’s sole and exclusive remedy for any breach of the undertaking set out in this clause.
- 3.3.1.6 The Company does not warrant that the Customer’s use of the Services will be uninterrupted or error-free; nor that the Services, Documentation and/or the information obtained by the Customer through the Services will meet the Customer’s requirements; and is not responsible for any delays, delivery failures, or any other loss or damage resulting from the transfer of data over communications networks and facilities, including the Internet, and the Customer acknowledges that the Services and Documentation may be subject to limitations, delays and other problems inherent in the use of such communications facilities.

- 3.3.1.7 This Agreement shall not prevent the Company from entering into similar agreements with third parties, or from independently developing, using, selling, or licensing documentation, products and/or services which are similar to those provided under this Agreement.
- 3.3.1.8 The Company warrants that it has and will maintain all necessary licenses, consents, and permissions necessary for the performance of its obligations under this Agreement.
- 3.3.1.9 The Company warrants that it is hosted on a secure and well-maintained cloud platform. The Company performs automated database backups overnight.

3.3.2 SaaS Customer Responsibilities

- 3.3.2.1 **Technical Representative(s):** Customer shall appoint one (1) technical representative who will be trained and qualified to maintain the integrity of the Licensed Software Products on Customer's system. Customer shall have its technical representative(s) sufficiently trained to be proficient on all URDesigns software licensed by Customer (and Customer's use thereof) and on Customer's environment (such as IT infrastructure, networks, hardware, systems, applications, databases, etc.). Depending on factors such as the applications being run and the size of the system being supported, the parties may determine that additional technical representatives should be appointed. All technical communications or support requests by Customer (or on Customer's behalf) to URDesigns shall be made by the technical representative(s). All information and materials provided by URDesigns pursuant to this Agreement may be routed to the technical representative(s) and shall be protected as Confidential Information under Section 7.0 of this Agreement.
- 3.3.2.2 **Operating Instructions:** Customer, and its technical representatives, shall to the best of their ability read, comprehend, and follow the operating instructions, guidelines, technical or product information, and procedures specified in the Documentation, URDesigns Help, and any communications from URDesigns Support personnel.
- 3.3.2.3 **Reporting Issues/Errors:** To request support, Customer must notify URDesigns Support (support@URDesigns.com) if Issues or Errors with the Licensed Software Product are encountered. Customer shall, with sufficient specificity and detail to allow reproduction of the reported Issues/Error(s):
 - a. provide descriptions of the Issue, Error, and any relevant details pertaining thereto (such as URDesigns client/server/desktop version, hardware, operating system, reproduction steps, etc.) and (b) promptly cooperate, answer/respond to, and assist URDesigns efforts to duplicate (reproduce), investigate, and/or resolve the reported Issues or Errors. Subject to Customer's reasonable security requirements, Customer shall provide URDesigns with access to and use of information, domain experts, devices and systems determined necessary by URDesigns to provide timely Support, including without limitation error logs, usable copies of database(s) and/or application(s), remote access to Customer systems, and loaning of devices. URDesigns will make such effort as it deems reasonable (in its sole discretion) to reproduce reported Issues/Errors; URDesigns shall have no obligations (Support or otherwise) for any Issue that is not sufficiently reproducible by URDesigns using such efforts, so Customer's cooperation is essential. Direct any Support-related emails (including responses) to Support@URDesigns.com (not individual personnel) to allow prompt response.

3.3.2.4 Corrective Action: Customer shall take remedial corrective action, if necessary, as advised by URDesigns personnel. Such corrective action may include (without limitation) implementing advised workarounds, updating software/hardware, or modifying software/hardware settings (including third party software), rebooting systems, having personnel trained, submitting requests & obtaining assistance from third parties, and taking such action as is needed to resolve Issues relating to Outside Causes (outside of URDesigns control), etc.

3.3.2.5 Customer Cooperation: Customer shall assist and cooperate (reasonably, in good faith and exercising sound judgment, and at its own expense) with URDesigns in the Support and resolution of any Issue/Error affecting Customer, including without limitation providing such details, information, and access (and ongoing updates thereto) as are specified in Paragraph 3.3.2.3 (Reporting Issues/Errors) above.

3.3.3 SaaS Responses/Responsibilities: The Customer is responsible for providing all necessary information and access required to allow the Supplier to investigate and resolve any issues. The Customer is responsible for reporting all technical support issues to the Supplier using the following email address: Support@URDesigns.com. The End User shall report all technical support issues to the Customer who shall then report the issue to the Supplier.

3.3.4 SaaS Maintenance: The Supplier shall use all reasonable endeavors to make the Application available 24 hours a day, 7 days a week, except where maintenance has been scheduled. Where possible, all scheduled maintenance shall be performed outside of Normal Business Hours and the Supplier shall give the Customer at least Six Business hours’ notice of such maintenance. The Supplier shall aim to complete all unscheduled maintenance within 2 hours. If any such maintenance should not complete within 2 hours, the Supplier shall contact the Customer to provide an estimated end time.

3.3.5 SaaS Exceptions and Limitation: Issues related to the Application itself or other services provide by the Supplier are covered under this Service Level Agreement. Please note that some of the issues with the Application that we investigate may not be caused by the Supplier’s system and may be due to a fault with a third-party supplier. In such case the Supplier does not take any responsibly but will work with the third-party supplier, where practicable, to get the Application back up and running to full capacity as soon as possible.

3.3.6 SaaS – Site Management

We reserve the right, but not the obligation, to: (1) monitor the Software (“Software”, “Application(s)”, “Site(s)”) for violations of these Terms of Use; (2) take appropriate legal action against anyone who, in our sole discretion, violates the law or these Terms of Use, including without limitation, reporting such user to law enforcement authorities; (3) in our sole discretion and without limitation, refuse, restrict access to, limit the availability of, or disable (to the extent technologically feasible) any of your Contributions or any portion thereof; (4) in our sole discretion and without limitation, notice, or liability, to remove from the Software or otherwise disable all files and content that are excessive in size or are in any way burdensome to our systems; and (5) otherwise manage the Site in a manner designed to protect our rights and property and to facilitate the proper functioning of the Software.

3.3.6.1 SaaS USER DATA: Excluding Enterprise Installations, we will maintain certain data that you transmit to the Software (“Software”, “Application(s)”, “Site(s)”) for the purpose of managing the performance of the Software, as well as data relating to your use of the Software. Although, we perform regular routine backups of data, you are solely responsible for all data that you transmit or that relates to any

activity you have undertaken using the Software. You agree that we shall have no liability to you for any loss or corruption of any such data, and you hereby waive any right of action against us arising from any such loss or corruption of such data.

3.4 Enterprise Licensing (On-Premises)

ENTERPRISE SOLUTION(s): Some Products are served to users through the Customer (“Enterprise Solution”) for the Customer to deliver the software. Section 2.4 deals with Enterprise Solutions only. The Customer shall use commercially reasonable endeavors to make the Application available. The Supplier will strive to respond to all issues with the time frames of Customer’s Selected and up to date Stellar Support Plan. All issues will be resolved in as timely a manner as practicable given the complexity and urgency of the issue within the Stellar Support Plan.

3.4.1 Enterprise Company Responsibilities

Responsibilities of the Company (Enterprise NON-Hosted)

- 3.4.1.1 While the Customer is Paid-in-Full or in good standing with Company, the Company shall provide the Customer with the Services for the purpose of sharing to Clients.
- 3.4.1.2 The Software Licensing shall be made available by the Company subject to any unavailability caused by circumstances beyond the Company’s reasonable control, including any force majeure events, as contemplated in Section 15.0, and any computer, communications, Internet service or hosting facility failures or delays involving hardware, software, power, or other systems not within the Company’s possession or reasonable control, and denial of service attacks.
- 3.4.1.3 The Company shall ensure that the Software Licensing will be performed substantially in accordance with the Documentation and with reasonable skill and care.
- 3.4.1.4 The provisions of this clause shall not apply to the extent of any non-conformance which is caused by use of the Software License contrary to the Company’s instructions, or modification or alteration of the Software or License by any party other than the Company or the Company’s duly authorized contractors or agents. If the Software Licensing does not conform with the foregoing undertaking, the Company will, at its expense, use all reasonable commercial endeavours to correct any such non-conformance promptly.
- 3.4.1.5 The Company does not warrant that the Customer’s use of the Software will be uninterrupted or error-free; nor that the Software, Documentation and/or the information obtained by the Customer through the Software will meet the Customer’s requirements; and is not responsible for any delays, delivery failures, or any other loss or damage resulting from the transfer of data over communications networks and facilities, including the Internet, and the Customer acknowledges that the Software and Documentation may be subject to limitations, delays and other problems inherent in the use of such communications facilities.

3.4.1.6 This Agreement shall not prevent the Company from entering into similar agreements with third parties, or from independently developing, using, selling, or licensing documentation, products and/or services which are similar to those provided under this Agreement.

3.4.1.7 The Company warrants that it has and will maintain all necessary licenses, consents, and permissions necessary for the performance of its obligations under this Agreement.

3.4.2 Enterprise Customer Responsibilities

3.4.2.1 Technical Representative(s): Customer shall appoint one (1) technical representative who will be trained and qualified to maintain the integrity of the Licensed Software Products on Customer's system. Customer shall have its technical representative(s) sufficiently trained to be proficient on all URDesigns software licensed by Customer (and Customer's use thereof) and on Customer's environment (such as IT infrastructure, networks, hardware, systems, applications, databases, etc.). Depending on factors such as the applications being run and the size of the system being supported, the parties may determine that additional technical representatives should be appointed. All technical communications or support requests by Customer (or on Customer's behalf) to URDesigns shall be made by the technical representative(s). All information and materials provided by URDesigns pursuant to this Agreement may be routed to the technical representative(s) and shall be protected as Confidential Information under Section 7.0 of this Agreement.

3.4.2.2 Operating Instructions: Customer, and its technical representatives, shall to the best of their ability read, comprehend, and follow the operating instructions, guidelines, technical or product information, and procedures specified in the Documentation, URDesigns Help, and any communications from URDesigns Support personnel.

3.4.2.3 Reporting Issues/Errors: To request support, Customer must notify URDesigns Support (support@URDesigns.com) if Issues or Errors with the Licensed Software Product are encountered. Customer shall, with sufficient specificity and detail to allow reproduction of the reported Issues/Error(s):

- a. provides descriptions of the Issue, Error, and any relevant details pertaining thereto (such as URDesigns client/server/desktop version, hardware, operating system, reproduction steps, etc.) and (b) promptly cooperate, answer/respond to, and assist URDesigns efforts to duplicate (reproduce), investigate, and/or resolve the reported Issues or Errors. Subject to Customer's reasonable security requirements, Customer shall provide URDesigns with access to and use of information, domain experts, devices and systems determined necessary by URDesigns to provide timely Support, including without limitation error logs, usable copies of database(s) and/or application(s), remote access to Customer systems, and loaning of devices. URDesigns will make such effort as it deems reasonable (in its sole discretion) to reproduce reported Issues/Errors; URDesigns shall have no obligations (Support or otherwise) for any Issue that is not sufficiently reproducible by URDesigns using such efforts, so Customer's cooperation is essential. Direct any Support-related emails (including responses) to Support@URDesigns.com (not individual personnel) to allow prompt response.

3.4.2.4 Corrective Action: Customer shall take remedial corrective action, if necessary, as advised by URDesigns personnel. Such corrective action may include (without limitation) implementing advised workarounds, updating software/hardware, or modifying software/hardware settings (including third party software), rebooting systems,

having personnel trained, submitting requests & obtaining assistance from third parties, and taking such action as is needed to resolve Issues relating to Outside Causes (outside of URDesigns control), etc.

3.4.2.5 Customer Cooperation: Customer shall assist and cooperate (reasonably, in good faith and exercising sound judgment, and at its own expense) with URDesigns in the Support and resolution of any Issue/Error affecting Customer, including without limitation providing such details, information, and access (and ongoing updates thereto) as are specified in Paragraph 3.4.2.3 (Reporting Issues/Errors) above.

3.4.3 Enterprise Responses/Responsibilities: The Customer is responsible for providing all necessary Servers, Systems and Licensing for Servers and Databases running on their enterprise site. information and access required to allow the Supplier to investigate and resolve any issues. The Customer is responsible for reporting all technical support issues to the Supplier using the following email address: Support@URDesigns.com. The End User shall report all technical support issues to the Customer who shall then report the issue to the Supplier unless Customer has selected the Stellar Galaxy Plan. In that case End users contact us directly.

3.4.4 Enterprise Maintenance

The Customer handles all Maintenance in the Enterprise environment unless using one of the Stellar Programs where URDesigns supports the Enterprise Systems. If URDesigns is contracted via Stellar Service Agreement then the Supplier shall use all reasonable endeavors to make the Application available 24 hours a day, 7 days a week, except where maintenance has been scheduled. Where possible, all scheduled maintenance shall be performed outside of Normal Business Hours and the Supplier shall give the Customer at least Six Business hours’ notice of such maintenance. The Supplier shall aim to complete all unscheduled maintenance within 2 hours. If any such maintenance should not complete within 2 hours, the Supplier shall contact the Customer to provide an estimated end time.

3.4.5 Enterprise Exceptions and Limitation: Issues related to the Application itself or other services provide by the Supplier are covered under this Service Level Agreement. Please note that some of the issues with the Application that we investigate may not be caused by the Supplier’s system and may be due to a fault with a third-party supplier. In such case the Supplier does not take any responsibility but will work with the third-party supplier, where practicable, to get the Application back up and running to full capacity as soon as possible.

3.4.6 Enterprise – Site Management

We reserve the right, but not the obligation, to: (1) monitor the Software (“Software”, “Application(s)”, “Site(s)”) for violations of these Terms of Use; (2) take appropriate legal action against anyone who, in our sole discretion, violates the law or these Terms of Use, including without limitation, reporting such user to law enforcement authorities; (3) in our sole discretion and without limitation, refuse, restrict access to, limit the availability of, or disable (to the extent technologically feasible) any of your Contributions or any portion thereof; (4) in our sole discretion and without limitation, notice, or liability, to remove from the Software or otherwise disable all files and content that are excessive in size or are in any way burdensome to our systems; and (5) otherwise manage the Site in a manner designed to protect our rights and property and to facilitate the proper functioning of the Software.

3.4.6.1 ENTERPRISE USER DATA: Enterprise Installations, we will maintain certain data that you transmit to the Software (“Software”, “Application(s)”, “Site(s)”) for the purpose of managing the performance of

the Software, as well as data relating to your use of the Software. Although, we perform regular routine backups of data, the customer is solely responsible for all data that you transmit or that relates to any activity you have undertaken using the Software. You agree that we shall have no liability to you for any loss or corruption of any such data, and you hereby waive any right of action against us arising from any such loss or corruption of such data.

3.5 Maintenance & Support: Any Maintenance or Support procured/used by Licensee shall be subject to the terms and conditions of the CSSA. URDesigns Offers Stellar Support Programs at varying levels. Some Levels are provided while others are at an additional charge. See Customer Stellar Support Agreement (“CSSA”) For details and additional Maintenance and Support Services.

3.5.1 Support Obligations: URDesigns shall provide Support for the Licensed Software Products in accordance with the applicable Support Plan procured by Customer. Once an Error is properly reported to URDesigns, URDesigns will make efforts to investigate and correct (or produce a workaround for) such Error in the Licensed Software Product pursuant to the then current criteria for escalation. URDesigns aggregate Support obligation shall be:

- a. applicable only during the period for which the most recent and applicable subscription/installment has been paid and
- b. capped at the number of hours equal to the "Support Fees" divided by URDesigns Hourly Billing Rate. For subscription-based licenses, Support Fees shall be deemed equal to either the amount specifically itemized for Support in the applicable Purchase Agreement or 10% of the most recent applicable subscription/installment payment for Licensed Software Product(s) covered by the Support Plan (if Support included absent a specific charge); for perpetual licenses covered by a valid and current AM&S (“Annual Maintenance & Service Plan”) Plan, Support Fees shall be deemed equal to 50% of the current applicable AM&S paid by Customer. Any additional time expended by URDesigns above and beyond the applicable cap may be billed separately at URDesigns Hourly Billing Rate.

3.5.2 Maintenance: Provided all fees due URDesigns have been timely paid (and Customer has a valid and current AM&S Plan for any perpetual licenses), URDesigns shall provide Maintenance to Customer which includes providing Customer with access to Updates of the Licensed Software Product(s). URDesigns endeavors to update Licensed Software Products over time to resolve Errors and to incorporate functions and features attractive to Customers. URDesigns has sole discretion in its handling of Maintenance, including without limitation if or how any Error, Issue, or functional/feature enhancement will be addressed, the priority thereof, and when any corrections or updates will be made available. Customer shall upgrade to a newer version if an Issue or Error in an earlier version can be resolved by the newer version. Notwithstanding the foregoing, Major New Product(s) are excluded from Maintenance and Customer is not entitled to Major New Product(s); Major New Product(s) must be procured separately and/or in addition to any existing products.

- a. **“General Availability”** (or “GA”) refers to the first date on which technical support (and/or release of the product/version) will be made available to customers; this term applies to Major, Minor, and Maintenance Releases. “End of Life” occurs when a product/version is no longer be eligible for Maintenance and/or Support. URDesigns has sole discretion in determining whether and when any product/version shall reach General Availability and/or End of Life. Customer should generally update the Licensed Software Products) to the most recent version as soon as possible, especially before the End-of-Life Date, to avoid Issues or Errors; URDesigns shall not be responsible for any Issues or Errors relating to Customer's

failure to update prior to End of Life. URDesigns may, but is not obligated to, also offer certain customers the opportunity to participate in an Early Release Program (subject to additional terms and conditions thereof).

3.5.3 Exceptions to Maintenance and Support Obligations: URDesigns shall not have, and shall be exempted from, any Maintenance, Support or other obligations or responsibilities under this CSSA in regard to: (a) any URDesigns software or Documentation that has been altered or modified in any way by Customer or by any reseller or other Third Party; (b) derivative works; (c) any combination of the supported Licensed Software Product with other software not covered by this Agreement; (d) any Issue or Occurrence caused or contributed to by Customer's negligence, abuse or misapplication of the Licensed Software Products or use of those products for purposes other than those specified in the Documentation; (e) any Issue or Occurrence caused or contributed to by Outside Causes (including without limitation Customer's failure to backup data or implement advised workarounds or solutions); (f) Licensed Software Products used on non-qualified computer systems or hardware; (g) Customer's applications and/or implementations; (h) Issues that are intermittent, not reproducible, or otherwise do not meet the requirements of Section 3.3.2.3 and Section 3.4.2.3; (i) Software subject to Paragraphs 11.1 (b) and/or 11.1 (c) of the EULA, or that in URDesigns opinion is infeasible or commercially unreasonable to continue to support; or (j) all software releases prior to two Minor releases (URDesigns supports two releases backward). Notwithstanding the foregoing, URDesigns may (but is not required to) assist Customer in such matters and any such assistance or action by URDesigns shall be billable but shall not constitute a waiver or admission, express or implied, of any obligation, exception, rights, or duties, or create/incur any obligation, rights, or duties to continue to do so. Any Issue(s) or Occurrence(s) to which, in URDesigns opinion, subparts

- a. through (i) apply shall be deemed outside the scope of Support. Any troubleshooting or other efforts (including without limitation investigatory efforts) by URDesigns relating to a request for support related to an Issue or Occurrence that is (or is later) determined by URDesigns to be outside the scope of Support, shall not covered under any Support Plan and shall be billable at the Hourly Billing Rate.

3.6 PROFESSIONAL SERVICES & DEVELOPER EFFORT

ANY URDESIGNS EFFORT(S) SHALL BE ON A TIME AND MATERIALS BASIS. ANY TIME AND/OR FEES EXPENDED RELATING TO URDESIGNSEFFORTS SHALL BE NON-REFUNDABLE UNDER ANY CIRCUMSTANCE. ANY URDESIGNS EFFORTS QUOTED ARE ESTIMATES ONLY; This is a n hourly time and materials-based contract; additional efforts may be required to complete the scope of work and/or accommodate additional customer requirements and any such additional efforts will be billable. Any specified project costs, timeframes, schedules, or targeted completion dates are estimates only and actual times may vary. Any efforts estimated are based on using standard application functionality to meet the Licensee's requirements. Efforts outside the standard application requirements may require an exploratory contract at time and materials rates, to determine if it can be done, and develop and estimate. Any time spent by URDesigns relating to URDesigns Efforts shall be billable, including without limitation project management, preparing requested reports, accountings (ex: project status updates) and all meetings (internal or with the Licensee), estimates of outstanding/remaining effort, or other administrative/clerical efforts. URDesigns may, in its sole discretion, apply, utilize and/or convert professional services hours and/or technical support hours interchangeably to satisfy any outstanding amounts fees/debts due from Licensee to cover other hourly charges or efforts (regardless of the original intended purpose of such hours).

- a. **Cooperation:** Licensee will cooperate reasonably and in good faith with URDesigns in the execution of any development efforts or services by, without limitation (i) allocation sufficient resources and timely performing any tasks reasonably necessary to enable URDesigns to perform its obligations under each Purchase Agreement; (ii) timely delivering any materials and other obligations specifically required under each Purchase Agreement (iii) timely responding to URDesigns reasonable inquiries related to the efforts or services; (iv) actively participating in relevant scheduled meetings; and (v) providing information, data and feedback that is complete, accurate and timely in all material respects.
- b. **Custom Code:** URDesigns provides an extensive Application Programming interface (“API”) for building custom extensions and integrations into the URDesigns Software any software developed by MobileFrame relating to or making use of this API shall remain the property of URDesigns. URDesigns cannot agree to be precluded from continuing to develop and enhance its software or from pursuing its product roadmap or other business plans. Therefore, (i) Licensee agrees that any Custom Code created shall belong to URDesigns along with the intellectual Property rights thereto; and (ii) where the development of such Custom Code was included in part of URDesigns effort, URDesigns shall retain ownership as specified in this provision and Licensee shall be granted the right to use the Custom Code (But not the source code itself) so long as the Licensee has a valid license to use URDesigns Software.
- c. **Other Efforts:** Applications created by Licensee by its own efforts remain the property of Licensee. However, URDesigns is in the business of providing products and services to third parties which are or may be substantially similar to any software, applications, or products URDesigns may develop for use by Licensee. URDesigns is free to use all of URDesigns' ideas, know-how, approaches, methodologies, concepts, skills, tools, techniques, expressions, and processes, irrespective of whether possessed by URDesigns prior to the URDesigns Efforts or later acquired, developed, or refined by URDesigns ("Residual Knowledge"). It is not the intent of this Agreement to prevent URDesigns from pursuing its stated business by independently creating such similar works for the benefit of third parties. As such, Licensee acknowledges and agrees that (i) URDesigns develops, markets, and sells similar software and other products to the software market at large and will continue to do so; (ii) URDesigns may develop and/or market products and services that are similar or relate to any URDesigns Effort; and (iii) URDesigns has a worldwide network of customers, partners, and resellers that create and deliver software using the URDesigns Software and API, which software may be substantially similar to any development efforts Licensee undertakes with URDesigns and for which URDesigns is not responsible. Licensee's contracts) for or utilization of URDesigns Efforts (or other URDesigns services or consulting), shall in no way preclude URDesigns, or its customers, partners, or resellers, from developing any app with similar or identical workflow and/or features or from continuing to own, develop, market, and sell software similar to that of Licensee; Licensee hereby grants URDesigns an express license to freely market, develop, and sell such software. Licensee shall have no right or interest in the source code of the URDesigns Software, API, or Custom Code, which are and shall remain the exclusive property of URDesigns. Licensee hereby grants to URDesigns a worldwide, nonexclusive, perpetual, irrevocable, paid-up, royalty-free transferable and sub-licensable (directly and indirectly) license for any software URDesigns may develop as part of a URDesigns Effort to: (i) modify and otherwise create derivative works based on the software; and (ii) reproduce, distribute, perform and display (publicly or otherwise), and otherwise make, use, sell, or provide services relating to the software, and otherwise utilize the software as if URDesigns were the owner.

3.7 Third Party Products: Third party products, software, and/or licenses are not included (e.g., Microsoft Windows, Microsoft SQL, or databases, IIS application server products, etc.). Licensee shall be solely responsible for procuring, installing, and setting up any such products, software, and/or licenses). No hardware/firmware is included in this

contract. URDesigns is not responsible for any hardware or hardware/firmware related issues. Licensee shall coordinate selection of mobile device(s) with URDesigns to help ensure compatibility; certain devices and/or peripherals may not be supported.

3.8 All Documentation is in URDesigns Format (i.e., User Manuals, Integration Manuals, Project Plans, and Deployment Guides).

3.9 PRIVACY POLICY

We care about data privacy and security.

Please review our Privacy Policy: <https://ur-designs.com/privacy-policy> . By using the Site, you agree to be bound by our Privacy Policy, which is incorporated into these Terms of Use. Please be advised the Site is hosted in the United States. If you access the Site from any other region of the world with laws or other requirements governing personal data collection, use, or disclosure that differ from applicable laws in the United States, then through your continued use of the Site, you are transferring your data to the United States, and you agree to have your data transferred to and processed in the United States.

4.0 INTERPRETATION: The parties hereby expressly agree that all provisions of this Agreement shall be deemed drafted equally by the parties and any presumption or principle that the language is to be construed against any party in interpreting this Agreement shall not apply and is expressly waived. Notwithstanding the foregoing, in the event of any conflict or ambiguity arising from or relating to the provisions of this CSSA, the EULA, the URDesigns Standard Terms and Conditions ("STC"), the Purchase Agreements), or the documents incorporated by reference in any of the foregoing, the provisions shall be interpreted, construed, and applied in the manner most favorable to URDesigns.

5.0 PAYMENT, PAYMENT TERMS, AND FEES

5.0.1 PAYMENT TERMS: Prices are quoted in U.S. Dollars and payment shall be made in U.S. Dollars to URDesigns address. URDesigns may suspend or terminate any URDesigns Deliverables under this Agreement if Customer fails to timely pay to URDesigns any fees due. Customer shall obtain services under this Agreement as set forth in the Purchase Agreement(s) and/ or by issuing a purchase order ("PO") to URDesigns, specifying the Support Plan to be procured. No PO issued pursuant to this Agreement is binding on URDesigns unless and until accepted by URDesigns, and then only in accordance with STC Section 14.0.2 (Conflicting Terms) and/or STC Section 16.0 (Purchases from Reseller). Payment terms for initial contract are as specified in the Purchase Agreement: Renewal payments are due upon receipt of URDesigns invoice, but in all events (whether invoiced or not), prior to expiration of your existing Support Plan.

5.0.2 TAXES & EXPORTS: URDesigns shall not be responsible for any sales, use, value added, import duties, tariffs, customs charges or similar taxes, costs and export fees which may be levied by any government or jurisdiction, or any charges that arise from or in connection with this Agreement, including without limitation, transportation charges, shipping insurance or duties (collectively "Taxes). You are solely responsible for payment of all Taxes with respect to the licensing of the Software, the provision of services, Support, or development efforts, and/or Taxes otherwise arising out of or in connection with this Agreement, other than taxes based upon URDesigns personal property ownership or net income. All fees, rates and estimates quoted by URDesigns exclude Taxes.

5.0.3 Payments: Subscription/ Installment payments shall be paid in advance (7 Days Recommended) of each related period and are non-refundable for any reason. Unless a valid URDesigns Purchase Agreement explicitly states otherwise, the first Subscription/Installment payment is due immediately upon entering into such agreement. Payments (subscription, installment or otherwise) are due and payable irrespective of whether you use the Software or not. URDesigns may elect not to generate or update your License(s) until receipt of payment. For hourly efforts URDesigns requires payment in advance prior to commencement of work. Prices are quoted in US Dollars and payments should be made in US Dollars. Except as otherwise provided herein or in your URDesigns Purchase Agreement, all other payments are due and payable due upon receipt of URDesigns invoice. Overdue payments (more than 10 Days) shall be charged daily interest at the rate of ten (10) percent per annum.

- a. Failure to renew your subscription prior to expiration or to timely make any payment shall result in loss of access to URDesigns Software and possible loss of data. You shall be solely responsible for making your own backups of any data deemed critical, renewing your subscription prior to expiration, and ensuring URDesigns receives timely payment(s) to avoid loss of data, access of use. If URDesigns does not receive payment of for any reason, or if any payment is reversed, refunded or otherwise returned for any reason (Collectively, “payment Failure”) then in addition to any other rights or remedies URDesigns may have, URDesigns (1) shall be entitled to recover any costs or any other expenses incurred by URDesigns arising from or relating to the payment failure (ii) may, in its sole discretion, convert and/or apply any amounts, credits, or balances, including amounts paid towards other goods or services, to the unpaid balance.
- b. You authorize URDesigns to charge outstanding fees and other amounts due us against and credit card you have on file with us. URDesigns reserves the right to take all steps necessary to collect amounts due from Licensee, including but not limited to legal action and/or using third party collection agencies. If your account is more than 30 days past due, and is forwarded to collection agency, Licensee will additionally be liable for any and all fees charged to your credit card by issuer, bank, or financial institution (ex: membership, insufficient funds, etc.). Licensee agrees to notify us about any billing problems or discrepancies within 90 days after they first appear on your credit card statement. If you do not bring them to our attention within 90 days, Licensee agree that you waive the right to dispute such problems or discrepancies.

5.0.4 Payment Types: In addition to Bank Transfer and Corporate Check, we accept the following Online forms of payment:

- Visa
- Mastercard
- American Express
- Discover

You may be required to purchase or pay a fee to access some of our services. You agree to provide current, complete, and accurate purchase and account information for all purchases made via the Software (“Software”, “Application(s)”, “Site(s)”). You further agree to promptly update account and payment information, including email address, payment method, and payment card expiration date, so that we can complete your transactions and contact you as needed. We bill you through an online billing account for purchases made via the Software. We may change prices at any time. All payments shall be in U.S. dollars.

You agree to pay all charges or fees at the prices then in effect for your purchases, and you authorize us to charge your chosen payment provider for any such amounts upon making your purchase. If your purchase is subject to recurring charges, then you consent to our charging your payment method on a recurring basis without requiring your prior approval for each recurring charge, until you notify us of your cancellation.

We reserve the right to correct any errors or mistakes in pricing, even if we have already requested or received payment. We also reserve the right to refuse any order placed through the Software.

5.0.5 Term & Renewals

TERM: Unless terminated earlier as provided herein, this Agreement shall have a term of either (i) where Customer has procured licenses on a subscription basis and such subscription remains valid, the Subscription Term as specified in the Purchase Agreement(s) or (ii) where Customer has procured an Annual Maintenance and Support Plan, for one (1) year from the Effective Date of this Agreement or the date the AM&S Plan went into effect, whichever is earlier.

- a. **Renewals:** If URDesigns desires to extend the term of this Agreement, it shall submit to Customer a Purchase Agreement, Addendum, and/or an invoice identifying the applicable fee to renew this Agreement for a successive term, which may include a cost increase from the previous term and/or modify terms and conditions, in URDesigns sole discretion. If upon receipt of such Purchase Agreement/invoice from URDesigns Customer elects to renew for an additional term (Renewal), Customer shall submit payment to URDesigns in the amount identified in such Purchase Agreement and/or invoice, prior to the end of the then current term
- b. **Termination and Expiration:** Should Customer fail to timely pay any fees due URDesigns or otherwise breach (or threaten breach of) any Agreement with URDesigns, or should Customer's Support Plan expire or be terminated for any reason, URDesigns shall have no Maintenance and/or Support obligations and Customer shall not be entitled to access, use, request, obtain the benefit of or seek compensation for any Maintenance and/or Support or failure/refusal to provide the same (including without limitation loss of access to your URDesigns Support account); in such case(s), URDesigns shall not be liable for any failure/refusal to provide Maintenance or Support, or for any related Issues.

5.0.6. Consideration for Commitment(s): Licensee acknowledges that URDesigns has provided substantial discounts, including without limitation volume-based pricing, in order to secure the subscription term commitment, time & materials, reference customer, and other material provisions and rights of the contract, including but not limited to, resale for profit of any Mobile Application licensed herein. The pricing quoted herein is in consideration of Licensee's commitment to the full subscription term, license type(s), license volume, price, and other material provisions herein; in the event Licensee fails to make timely payment, terminates prior to the expiration of the entire term commitment, or otherwise breaches this Agreement, then without limiting any other remedies available to URDesigns at law or in equity: (1) all subscription fees for the entire subscription term commitment, minus any subscription fees already paid toward said term commitment, shall become immediately due and payable; (2) any other outstanding fees (ex: fees for hourly efforts) shall become immediately due and payable; (3) URDesigns shall have the right to immediately terminate or suspend any services or other efforts and disable Licensee's access to the Software; and (4) Licensee shall have no rights to access, use, or in any way benefit from any good or services (or the product of any such goods or services) contemplated herein.

6.0 CANCELLATION

You can cancel your subscription at any time by logging into your account or contacting us using the contact information provided below. Your cancellation will take effect at the end of the current contract term or paid term.

If you are unsatisfied with our services, please email us at marketing@urdesigns.com or call us at 1-562-999-2680.

6.1 TERM AND TERMINATION

These Terms of Use shall remain in full force and effect while you use the Site.

Termination or Expiration: URDesigns may, in its sole discretion, suspend or terminate your access to the Software upon any violation, breach, or threatened violation or breach, of these Terms and Conditions. Upon any termination or expiration of a License, Licensee will (i) cease all use of or access to any URDesigns Software and/or Documentation within its possession, custody, or control, as certified by an authorized representative of Licensee; and (ii) return all copies of any URDesigns Confidential Information, as certified by an authorized representative of Licensee. No expiration or termination of this Agreement or of any purchase or sales order(s) will relieve Licensee of its obligation to pay any amounts accruing under such agreement(s) or order(s) prior to such expiration or termination.

WITHOUT LIMITING ANY OTHER PROVISION OF THESE TERMS OF USE, WE RESERVE THE RIGHT TO, IN OUR SOLE DISCRETION AND WITHOUT NOTICE OR LIABILITY, DENY ACCESS TO AND USE OF THE SITE (INCLUDING BLOCKING CERTAIN IP ADDRESSES), TO ANY PERSON FOR ANY REASON OR FOR NO REASON, INCLUDING WITHOUT LIMITATION FOR BREACH OF ANY REPRESENTATION, WARRANTY, OR COVENANT CONTAINED IN THESE TERMS OF USE OR OF ANY APPLICABLE LAW OR REGULATION. WE MAY TERMINATE YOUR USE OR PARTICIPATION IN THE SITE OR DELETE YOUR ACCOUNT AND ANY CONTENT OR INFORMATION THAT YOU POSTED AT ANY TIME, WITHOUT WARNING, IN OUR SOLE DISCRETION.

If we terminate or suspend your account for any reason, you are prohibited from registering and creating a new account under your name, a fake or borrowed name, or the name of any third party, even if you may be acting on behalf of the third party. In addition to terminating or suspending your account, we reserve the right to take appropriate legal action, including without limitation pursuing civil, criminal, and injunctive redress.

7.0 CONFIDENTIALITY: Both parties understand and acknowledge that by reason of their relationship with each other, they will have access to certain information and materials concerning the other party's business, plans, customers, technology, and products that are confidential ("Confidential Information") and of substantial value, which value would be impaired if such information were disclosed to third parties. Licensed Software Products and all code, inventions, algorithms, know-how and ideas obtained from URDesigns shall be deemed confidential information of URDesigns. Both parties agree that they shall not use in any way for its own account or the account of a third party, nor disclose to any third party, any such Confidential Information revealed to it by the other party other than to fulfill its express obligations under this Agreement. Each party shall take every reasonable precaution to protect the confidentiality of such Confidential Information. The term Confidential Information as used herein shall not include any data or information which:

- a. has become generally known to the public through lawful means and without any wrongful act of the receiving party;

- b. has been rightfully received by the receiving party from a third party without restriction on disclosure and without a breach of an obligation of confidentiality running directly or indirectly to the other party hereto;
- c. has been approved for release by a written authorization by the other party hereto;
- d. has been disclosed pursuant to a requirement of a governmental agency or of law without similar restrictions or other protections against public disclosure, or is required to be disclosed by operation of law, provided that the Disclosing Party is afforded thirty (30) days' notice and the opportunity to seek a protective order and/or waive compliance with the terms of this agreement; or
- e. is independently developed by the receiving party without use, directly or indirectly, of the Confidential Information received from the other party hereto.

7.1 Notwithstanding the foregoing, URDesigns is in the business of providing products and services to third parties which are or may be substantially similar to any information that may be disclosed by Customer; URDesigns is free to use all of URDesigns ideas, know-how, approaches, methodologies, concepts, skills, tools, techniques, expressions, and processes, irrespective of whether possessed by URDesigns prior disclosure by Customer or later acquired, developed, or refined by URDesigns ("Residual Knowledge"); It is not the intent of this Agreement to prevent URDesigns from pursuing its business by creating such similar works or performing similar services for the benefit of third parties; As such, Customer acknowledges and agrees that

- a. URDesigns develops, markets, and sells software and other products that may be similar to any disclosed information and will continue to do so:
- b. URDesigns may develop and/or market products and services that are similar to any disclosed information; and
- c. URDesigns has a worldwide network of customers, partners, and resellers that create and deliver software using the URDesigns Software and API, which software may be substantially similar to any disclosed information and for which URDesigns is not responsible; this Agreement (and any disclosures made pursuant thereto), shall in no way preclude URDesigns, or its customers, partners or resellers, from developing any app with similar or identical workflow and/or features or from continuing to own, develop, market, and sell software similar to any disclosed information; Customer hereby grants URDesigns an express license to freely market, develop, and sell such software. Customer shall have no right or interest in the source code of the URDesigns Software, API, or Custom Code (see EULA), which are and shall remain the exclusive property of URDesigns.

7.2 The confidentiality provisions of Section 7.0 shall survive the termination or expiration of this CSSA for a period of two (2) years; Section 7.0 (a) shall survive indefinitely.

8.0 LIABILITY LIMITATIONS: TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, UNDER NO CIRCUMSTANCES SHALL URDESIGNS (OR ITS SUPPLIERS OR REPRESENTATIVES) BE LIABLE FOR ANY SPECIAL, DIRECT, INDIRECT, INCIDENTAL PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES OF ANY KIND OR NATURE WHATSOEVER (INCLUDING WITHOUT LIMITATION DAMAGES FOR LOSS OF PROFITS, PRIVACY, GOODWILL, DATA, USE, OR SOFTWARE, OR FOR FAILURE TO MEET ANY DUTY INCLUDING GOOD FAITH OR REASONABLE CARE), ARISING OUT OF OR IN ANY WAY RELATED TO THIS AGREEMENT WHETHER UNDER THEORY OF CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, EVEN IF URDESIGNS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR IF SUCH DAMAGE COULD HAVE BEEN REASONABLY FORESEEN, AND NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY EXCLUSIVE REMEDY PROVIDED IN THIS AGREEMENT; URDESIGNS SHALL NOT BE LIABLE FOR a.

INABILITY TO USE THE SOFTWARE, MAINTENANCE OR SUPPORT DUE TO (i) TERMINATION/SUSPENSION FOR ANY BREACH OR FAILURE TO PAY OR (ii) UNANTICIPATED OR UNSCHEDULED DOWNTIME; b. THE COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES; c. ANY INVESTMENTS, EXPENDITURES, OR COMMITMENTS MADE BY YOU IN CONNECTION WITH THIS AGREEMENT; d. ANY UNAUTHORIZED ACCESS, ALTERATION, DELETION, DESTRUCTION, OR DAMAGE TO SOFTWARE, DATA OR OTHER PROPERTY; e. FAILURE OF SECURITY MECHANISMS; f. INTERRUPTION OF BUSINESS OR WORK STOPPAGE; g. IMPAIRMENT OF OTHER GOODS/SERVICES; h. ANY DAMAGES OF ANY KIND OR NATURE THAT ARISE FROM, RELATE TO, OR ARE CAUSED OR CONTRIBUTED TO BY ANY THIRD PARTY OR RESELLER (INCLUDING WITHOUT LIMITATION THEIR SOFTWARE, LICENSE(S), GOODS, AND/OR SERVICES); OR (i) ANY DAMAGES THAT RELATE TO OR ARE CONTRIBUTED TO BY OUTSIDE CAUSES. IN ANY EVENT, URDESIGNS'S TOTAL AGGREGATE LIABILITY AND CUSTOMER'S EXCLUSIVE REMEDY FOR DAMAGES WITH RESPECT TO THIS AGREEMENT AND/OR ANY SERVICES UNDER THIS AGREEMENT SHALL BE LIMITED TO PROVEN DIRECT DAMAGES CAUSED BY URDESIGNS'S SOLE NEGLIGENCE IN AN AMOUNT NOT TO EXCEED THE AMOUNT OF SUPPORT FEES PAID AS CALCULATED PURSUANT TO SECTION 2.5.1(SUPPORT OBLIGATIONS) in the STC (“Standard Terms and Conditions”).

8.1 Indemnification for your actions: the URDesigns Deliverables under this CSSA contemplate certain participation, knowledge, communication, and exercise of sound judgement by Customer (and its representatives); URDesigns is not responsible for any acts, omissions or other conduct of Customer (or its representatives); as such, Customer hereby acknowledges and agrees that the provisions of Section 11.2 of the EULA (Indemnification for your actions) shall apply to this CSSA and are hereby incorporated by reference as if fully set forth herein (with the term "Customer" being interchangeable with the term "Licensee" therein).

9.0 ASSIGNMENT: Customer may not assign or transfer any of its rights or duties under this Agreement without the prior written consent of URDesigns. Subject to the foregoing restriction on assignment by Customer, this Agreement will be binding upon, inure to the benefit of and be enforceable by the parties and their respective successors and assigns.

10.0 GENERAL:

10.1 Captions & Headings: The captions and headings in this Agreement are inserted for convenience or reference only and are in no way intended to describe, interpret, define, or limit the scope, extent, or intent of this Agreement or any provision of this Agreement.

10.2 Waiver: No delay or failure by either party to exercise or enforce at any time any right or provision hereof shall be considered a waiver thereof of such party's right thereafter to exercise or enforce each and every right and provision of this Agreement. A waiver or amendment to this Agreement shall be effective only if it is in writing (by non-preprinted agreement of terms and conditions) and signed by authorized representatives of both parties, and then such waiver shall only be effective in the specific instance and for the purpose for which given.

10.3 Severability & Invalidity: If any provision hereof shall be held illegal, invalid, or unenforceable in whole or in part, such provision shall be modified to the minimum extent necessary to make it legal, valid and enforceable and the legality, validity and enforceability of all other provisions of this Agreement shall not be affected thereby. If any provision of this Agreement is so broad as to be held unenforceable, such provision will be interpreted to be only so broad as is enforceable.

10.4 Notices: Notices under this Agreement shall be sufficient only if personally delivered, delivered by a major commercial rapid courier service, or mailed by certified or registered mail, return receipt requested to a party at its addresses first set forth herein or as amended by notice pursuant to this subsection.

10.5 Counterparts & Electronic Signatures: This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Agreement and all of which, when taken together, will be deemed to constitute one and the same Agreement. The Parties hereby agree that this Agreement may be delivered by electronic signature (e.g., DocuSign, in portable data format - PDF - or in any other digital mean of identifying that party's identity and approval of the counterpart) by any or both Parties in which case all Parties agree to rely on the receipt of such document so executed and delivered by electronic means as if the original had been received. The Parties hereby warrant and represent that such electronic signature is valid and legally binding in jurisdictions they may respectively be subject to, and they waive any potential right or claim against the validity of this Agreement on the basis of its electronic signature

10.6 Third Party Beneficiaries: This Agreement is for the benefit of Customer and URDesigns only; Except as expressly set forth in this Agreement, no provisions of this Agreement are intended nor will be interpreted to provide or create any third-party beneficiary rights or any other rights of any kind in any other party.

10.7 Survival: Those provisions of this Agreement that by their content are intended to survive the expiration or termination of this Agreement, including, without limitation, provisions governing limits on liability, governing law, jurisdiction, venue, remedies dispute resolution, Section 12.0, and interpretation of this Agreement, will survive the expiration or termination of this Agreement for their full statutory period (or indefinitely where appropriate), unless such provision expressly limits the term of its own survival.

11.0 ENTIRE AGREEMENT: THIS AGREEMENT, INCLUDING ALL EXHIBITS AND ANY DOCUMENTS INCORPORATED BY REFERENCE CONSTITUTES THE ENTIRE AGREEMENT BETWEEN THE PARTIES WITH RESPECT TO THE SUBJECT MATTER HEREOF, AND SUPERSEDES ALL PRIOR OR CONTEMPORANEOUS AGREEMENTS, COMMUNICATIONS OR REPRESENTATIONS, WRITTEN OR ORAL, REGARDING SUCH SUBJECT MATTER. IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT NO EMPLOYEE, AGENT, OR OTHER REPRESENTATIVE OF URDESIGNS HAS ANY AUTHORITY TO BIND URDESIGNS WITH RESPECT TO ANY STATEMENT, REPRESENTATION, WARRANTY, OR OTHER EXPRESSION UNLESS THE SAME IS SPECIFICALLY SET FORTH IN THIS AGREEMENT. IT IS ALSO UNDERSTOOD AND AGREED THAT NO USAGE OF TRADE OR OTHER REGULAR PRACTICE OR METHOD OF DEALING BETWEEN THE PARTIES HERETO SHALL BE USED TO MODIFY, INTERPRET, SUPPLEMENT, OR ALTER IN ANY MANNER THE TERMS OF THIS AGREEMENT. THIS AGREEMENT MAY NOT BE MODIFIED OR AMENDED EXCEPT IN A WRITING SIGNED BY AUTHORIZED REPRESENTATIVES OF BOTH PARTIES

a. **Authority to Bind:** URDesigns inc. is a manager-managed Corporation. Only the managing member, Eric Dobbins, may contractually bind URDesigns inc.; Customer hereby acknowledges that no other individual or entity has any express, implied, or apparent authority to bind URDesigns inc. in any form or fashion. No other individual or entity is an agent of the Company. This Agreement, any amendment thereof, and/or any other agreement between Customer and URDesigns, is binding only if executed by URDesigns managing member.

b. **Conflicting Terms and Conditions:** Acceptance by URDesigns of any purchase order ("PO") placed by or on behalf of Customer is conditioned on Customer's assent to the terms set forth in this Agreement. The

provision of software or services by URDesigns to Customer shall not imply URDesigns acceptance of terms in any pre-printed or other PO terms for software or services; URDesigns cannot and does not accept such terms and conditions on a Customer's or reseller's PO and any such PO terms shall be entirely null and void. URDesigns may reject any PO, at any time and for any reason, in its sole discretion. This Agreement, and the terms and conditions hereof, including without limitation Purchase Agreement(s) with URDesigns and other documents incorporated by reference herein, shall supersede any and all PO terms or conditions, whether prior or subsequent to this Agreement, and regardless of whether URDesigns accepts such PO.

12.0 DISPUTE RESOLUTION & ARBITRATION:

12.1 Informal Negotiations: To expedite resolution and control the cost of any dispute, controversy, or claim related to these Terms of Use (each "Dispute" and collectively, the "Disputes") brought by either Licensee or URDesigns (individually, a "Party" and collectively, the "Parties"), the Parties agree to first attempt to negotiate any Dispute (except those Disputes expressly provided below) informally for at least thirty (30) days before initiating arbitration. Such informal negotiations commence upon written notice from one Party to the other Party.

12.2 Jurisdiction & Governing Law: This Agreement will be governed by and interpreted in accordance with the internal laws of the State of California, and, where such laws are preempted by the laws of the United States, by the internal laws of the United States, in each case without regard to

- a. conflicts of laws principles, and
- b. the applicability, if any, of the United Nations Convention on Contracts for the International Sale of Goods. Any dispute arising out of or related to this agreement that is not subject to arbitration (below), shall be heard in the Superior Court of California in and for the County of Los Angeles, USA and the parties hereby consent to the exclusive venue and jurisdiction of such court. Customer hereby waives all defenses of lack of personal jurisdiction and forum non-convenience.

12.3 Disputes & Arbitration: Any dispute, claim or controversy arising out of or relating to this Agreement or the breach, termination, enforcement, interpretation, or validity thereof, including the determination of the scope or applicability of this agreement to arbitrate, shall be determined by arbitration in Long Beach, California before one (1) arbitrator. The arbitrator must be a retired judge from Los Angeles County, California (or if none is available, a retired judge from a neighboring county). The arbitration shall be administered by JAMS pursuant to its Comprehensive Arbitration Rules and Procedures and in accordance with the Expedited Procedures in those Rules. Judgment on the Award may be entered in any court having jurisdiction. Any party may give the other party written notice of any dispute not resolved in the normal course of business. Within 30 days of such notice, management level representatives of both parties shall meet by telephone or videoconference to attempt to resolve the dispute in good faith without recourse to legal proceedings. Should the dispute not be resolved within 30 days after such notice (or as extended by mutual written agreement of the parties), the complaining party shall seek remedies exclusively through arbitration. The demand for arbitration shall be made within a reasonable time after the claim, dispute or other matter in question has arising, and in no event shall it be made after two years from when the aggrieved party knew or should have known of the controversy, claim, dispute, or breach. All offers, promises, conduct and statements, whether oral or written, made in the course of the negotiation by any of the parties, their agents, employees, experts, and attorneys shall be treated as confidential settlement discussions under California law. The arbitrator(s) may proceed to an

award notwithstanding the failure of the either party to participate in the proceedings. It is the intent of the parties that, barring extraordinary circumstances, arbitration proceedings will be concluded within one hundred and twenty days from the date the arbitrator is appointed. The arbitrator may extend this time limit in the interests of justice. Failure to adhere to this time limit shall not constitute a basis for challenging the award. The arbitrator(s) will be authorized to grant interim relief, including to prevent the destruction of materials or documents involved in the dispute, and to protect trade secrets. The award of the arbitrators will be the sole and exclusive remedy of the parties and will be enforceable in any court of competent jurisdiction, subject only to revocation on grounds of fraud or clear bias on the part of the arbitrator(s). Notwithstanding this, application may be made to any court for a judicial acceptance of the award or order of enforcement. The parties shall maintain the confidential nature of the arbitration proceeding and the Award, including the Hearing, except as may be necessary to prepare for or conduct the arbitration hearing on the merits, or except as may be necessary in connection with a court application for a preliminary remedy, a judicial challenge to an Award or its enforcement, or unless otherwise required by law or judicial decision.

12.4 Class Action Waiver: The parties expressly waive any ability to maintain any class action in any forum. Any arbitration, claim or other proceedings by or between you and URDesigns shall be conducted on an individual basis and not in any class action, mass action, or on a consolidated or representative basis. You further agree that the arbitrator shall have no authority to award class-wide relief or to combine or aggregate similar claims or unrelated transactions. You acknowledge and agree that these Terms specifically prohibits you from commencing arbitration proceedings as a representative of others. If for any reason a claim proceeds in court rather than in arbitration, we each waive any right to a jury trial. Any claim that all or part of this Class Action Waiver is unenforceable, unconscionable, void, or voidable may be determined only by a court of competent jurisdiction and not by an arbitrator.

12.5 Injunctive Relief & Specific Performance: You agree that breach of the provisions of this Agreement (including those incorporated by reference such as the EULA) would cause irreparable harm and significant injury to URDesigns which would be both difficult to ascertain and which would not be compensable by damages alone. As such, you agree that URDesigns shall have the right to enforce the provisions of this Agreement by injunction (without necessity of posting bond or proving actual damages), specific performance, or other equitable relief without prejudice to any other rights and remedies URDesigns may have for your breach, or threatened breach, of this Agreement.

13.0 PURCHASES FROM A RESELLER: if you ordered or make use of any URDesigns Deliverables from any individual or entity other than URDesigns directly, the following terms and conditions shall apply:

13.1 Definitions: For purposes of this Section 13, the term "URDesigns Agreement(s)" shall include without limitation, the URDesigns Purchase Agreement(s), URDesigns EULA, CSSA, and any documents incorporated by reference therein. "VAR Partner" means an entity that URDesigns has authorized as a "distributor" or "reseller" of URDesigns Software. "VAR Partner Sales Agreement" means the orders, agreements or other documents between you and a VAR Partner for your purchase, license, use or procurement of URDesigns Deliverables.

13.2 Effect of VAR Partner Sales Agreements: If you ordered or make use of URDesigns Deliverables through a VAR Partner, then this Agreement is not exclusive of any rights you obtain from the VAR Partner under your VAR Partner Sale Agreement; however, VAR Partner's may not modify the terms and conditions of any URDesigns Agreement(s) or bind URDesigns to any terms or conditions, nor is URDesigns bound by any terms or conditions set forth in any VAR Partner Sales Agreement; VAR Partner(s) are not agents of URDesigns and URDesigns is not responsible for

(and shall not be liable for or bound by) any statements, promises, acts, omissions or other conduct of VAR Partners); if there is any conflict between the provisions of any URDesigns Agreement(s) and any VAR Partner Sale Agreement(s), then the provisions of the URDesigns Agreement(s) shall prevail. If a VAR Partner has granted you any rights that URDesigns does not also directly grant to you under your agreements with URDesigns, or that conflict with any URDesigns Agreements), then your sole recourse with respect to such rights is against the VAR Partner. With respect to URDesigns Deliverables, VAR Partner may act as your agent/representative in this transaction and Delivery by URDesigns to VAR Partner shall constitute Delivery to you. If URDesigns software, applications, goods, or services are procured via a purchase order submitted to URDesigns by a Reseller and accepted by URDesigns, the term "Purchase Agreement" shall include such purchase order to the extent of the goods and services itemized therein and subject to the terms and conditions of this Agreement, including without limitation, Section 14.0.2 (Conflicting terms) in the STC (“Standard Terms and Conditions”) and/or Section 13.0 (Purchases from a Reseller).

13.3 Payments & Recourse: If you ordered or make use of any URDesigns Deliverables through a VAR Partner, your VAR Partner Sale Agreement (and/or Purchase Agreements) might specify that your payments are to be made to VAR Partner (or third party); if URDesigns does not receive any and all amounts due to URDesigns for any reason (such as failure of VAR Partner or third party to timely pay URDesigns), then URDesigns may suspend, terminate, or withhold any URDesigns Deliverables, with or without notice to you. You agree that your remedy in the event of such recourse by URDesigns or any other dispute arising from or relating to a VAR Partner Sale Agreement (or other transaction involving a VAR Partner or third party), is solely against the VAR Partner (or third party) and that URDesigns is not liable to you in any manner for any such recourse or dispute.

13.4 Applicability of this Section: If you are uncertain as to the applicability of Section 13 to your purchase/license, contact URDesigns for further information at (562) 999-2680 or info@URDesigns.com (attn.: legal department).

14.0 FORCE MAJEURE: Except for the requirements to make payment when due and subject to the limitations of subpart (a) below, neither Party will be liable nor deemed to have breached this Agreement for any failure or delay in performing an obligation under this Agreement that is due to any of the following causes to the extent beyond its reasonable control: acts of God or public enemy, insurrections, riots, war, terrorist act, sabotage, epidemic, pandemic, quarantine, civil commotion, disruption or outage of communications, power, web host, internet service provider or other utility, natural catastrophes, governmental acts or omissions, changes in laws or regulations, national strikes, fire, earthquake, explosion, flood. A party desiring to rely upon any of the foregoing as an excuse for delay or nonperformance (i) must give prompt written notice of the facts which constitute such cause and the expected duration; (ii) must use commercially reasonable efforts to mitigate its effects; and (iii) shall continue performance with the utmost dispatch whenever such cause(s) are removed. Provided these requirements are met, performance shall be excused and the time for performance shall be extended for the period of delay or inability to perform due to such occurrences; however, notwithstanding the foregoing and regardless of the excuse of Force Majeure, if such party is not able to perform within ninety (90) days after such event, the other party may terminate the Agreement.

14.0.1 Force Majeure shall not include (a) financial distress nor the inability of either party to make a profit or avoid a financial loss, (b) changes in market prices or conditions, (c) a party's financial inability to perform its obligations hereunder, or (d) the novel coronavirus Covid-19 pandemic which is ongoing as of the date of the execution of this Agreement.

15.0 PRONOUNS

All pronouns contained herein, and any variations thereof, shall be deemed to refer to the masculine, feminine or neutral, singular, or plural, as the identity of the parties hereto may require.

16.0 CONTACT US

In order to resolve a complaint regarding the Software (“Software”, “Application(s)”, “Site(s)”) or to receive further information regarding use of the Software, please contact us at:

URDesigns Inc.

5199 E Pacific Coast Highway, Suite 301N

Long Beach, CA 90804

United States

Phone: 1-562-999-2680

info@urdesigns.com