

READY REBOUND MASTER SUBSCRIPTION AGREEMENT

This is a contract between Company and Customer. Customer is responsible for carefully reading all terms and conditions of this Agreement before signing an Order Form, clicking an "Accept" button, or accessing or using any Service. By signing an Order Form, or accessing or using any Service, Customer confirms that it has read and accepts this Agreement in its entirety. Any different or additional terms Customer may reference or provide to Company are overridden by this Agreement.

1. CONTRACT STRUCTURE AND ORDER-OF-PRECEDENCE

This Master Subscription Agreement ("MSA") is entered into between Ready Rebound, Inc. ("Company") and customer ("Customer") procuring Company Services through an authorized reseller ("Reseller") identified on the corresponding executed order document between Customer and Reseller that references this MSA ("Order Form"). If Customer purchases Professional Services, the Parties must enter into a statement of work ("SOW") describing those Services in the event such Professional Services are not described in the Order Form. In addition to the terms and conditions of the MSA, Customer's use of certain Services is subject to the additional terms and conditions provided at _____ ("Service-Specific Terms"). By using the Services listed in these Service-Specific Terms, Customer agrees that these Service-Specific Terms are incorporated into the MSA. Capitalized terms used below have the same meanings as used in the Agreement, unless expressly defined otherwise. This MSA, the Service-Specific Terms, all Order Forms and SOWs (collectively, the "Agreement") govern Customer's access to and use of Company's Service. In the event of any conflicts between this MSA, any Order Form, and any SOW, the following order-of-precedence applies: SOW takes precedence and prevails over its associated Order Form solely with respect to its subject matter; an the MSA takes precedence and prevails over the Order Form solely with respect to its subject matter; and Service-Specific Terms takes precedence and prevails over this MSA solely with respect to its subject matter. Customer and Company may be referred to in the Agreement individually as a "Party" and collectively as the "Parties." For the avoidance of doubt, Reseller is not a Party to this Agreement.

2. OWNERSHIP OF SERVICE AND CUSTOMER DATA

2.1 Ownership of the Service. The Service and Company Technology are the property of Company and its licensors, and are protected by copyright, patent, trade secret and other intellectual property laws. Company and its licensors retain any and all rights, title and interest in and to the Service and Company Technology (including all intellectual property rights), including all copies, modifications, improvements, extensions and derivative works thereof and any software, applications, inventions or other technology developed in connection with supporting the Company Technology. Customer's right to use the Service and Company Technology is limited to the rights expressly granted in this MSA and the applicable Order Forms. All rights not expressly granted to Customer are reserved and retained by Company and its licensors.

2.2 Ownership and Use of Customer Data. As between Customer and Company all Customer Data is the property of Customer. Company may store, access and process Customer Data as necessary to provide the Service, meet its obligations under the Agreement and verify Customer's compliance with terms of Service, including to monitor and analyze use of the Service, and to develop, improve and enhance the Service and other Company offerings.

2.3 Storage. Company stores Customer Data in data centers that are owned and controlled by Company or owned and controlled by a third-party vendor of Company. Customer Data may be accessed remotely for support and technical operations purposes from outside the US.

2.4 Feedback. Customer grants Company a non-exclusive, royalty-free, irrevocable, perpetual, worldwide license to use and incorporate into the Services Customer's Feedback. Company will exclusively own any improvements or modifications to the Services based on or derived from any of Customer's Feedback including all intellectual property rights in and to the improvements and modifications.

3. GRANT OF ACCESS

Subject to the terms and conditions of this MSA, Company hereby grants to Customer the non-exclusive, non-transferable (except as specified in Section 14.2 (Assignment)) right to access and use the Service and Company Technology during the Service Term in accordance with the limitations in this MSA and the terms of all applicable Order Form(s) and SOWs. Unless otherwise set forth in an applicable Order Form, the usage allotments (e.g., number of members) to which Customer is entitled will correspond to the Service to which Customer then subscribes.

If Customer's use of the Service exceeds the entitlements applicable to its then-current subscription, Company may (i) require Customer to pay any Fees associated therewith; or (ii) terminate all applicable Order Forms for cause in accordance with Section 6.2(b) (Termination of Order Form or SOW).

4. CUSTOMER RESPONSIBILITIES

4.1 Customer Responsible for Member Accounts. Customer is responsible for all activity occurring under Customer's Member accounts (except to the extent any such activity is caused by Company) and for complying with all laws and regulations applicable to Customer's use of the Service and Company Technology.

4.2 Use Restrictions. Customer must not, without Company's prior written consent, cause or permit the: (a) use, copying, modification, rental, lease, sublicense, operation of a service bureau, transfer or other commercial exploitation of, or other third party access to, any element of the Service or Company Technology, except to the extent expressly permitted by the Agreement; (b) creation of any modifications or derivative works of the Service or Company Technology; (c) reverse engineering of the Service or Company Technology; (d) gaining of unauthorized access to the Service, Company Technology or its related systems or networks; (e) interference with or disruption of the integrity or performance of the Service, Company Technology or the data contained therein (for example, via unauthorized benchmark testing or penetration testing); (f) sending, storing or use of any Customer Data in connection with the Service or Company Technology for which Customer lacks sufficient ownership or other rights; or (g) sending, storing or use of any infringing, obscene, threatening, libelous or otherwise unlawful or tortious material in connection with the Service or Company Technology. Customer also must use reasonable security measures to access the Service and Company Technology, and must not knowingly send, store or use any material containing any viruses, worms, Trojan horses or other malicious or harmful computer code, files, scripts, agents or programs in connection with the Service or Company Technology. Company also reserves the right to take all steps reasonably necessary to protect the security, integrity or availability of the Service or Company Technology (e.g., by temporarily suspending access by anyone who introduces malicious code or attempts to do so), notwithstanding anything to the contrary in the Agreement.

4.3 No Export; Government Use. Customer may not remove or export from the United States or allow the export or re-export of the Services, Company Technology or anything related thereto, or any direct product thereof in violation of any restrictions, laws or regulations of the United States Department of Commerce, the United States Department of Treasury Office of Foreign Assets Control, or any other United States or foreign agency or authority. As defined in FAR section 2.101, the Company Technology and documentation are "commercial items" and according to DFAR section 252.2277014(a)(1) and (5) are deemed to be "commercial computer software" and "commercial computer software documentation." Consistent with DFAR section 227.7202 and FAR section 12.212, any use modification, reproduction, release, performance, display, or disclosure of such commercial software or commercial software documentation by the U.S. Government will be governed solely by the terms of this Agreement and will be prohibited except to the extent expressly permitted by the terms of this Agreement.

4.4 No Medical Advice. The Content and other materials created by Company or obtained from Company's licensors, and other materials contained on the Service are for informational purposes only. The Content is not intended to be a substitute for professional medical advice, diagnosis, or treatment. Customer acknowledges that Members should seek the advice of their physician or other qualified health provider with any questions they may have regarding a medical condition. Company does not recommend or endorse any specific tests, physicians, products, procedures, opinions, or other information that may be mentioned on the Service. Reliance on any information provided by Company, Company employees, others appearing on the Service at the invitation of Company is solely at the Members own risk. The service providers and professionals utilizing or featured on the Service are not Company employees. Any health education, opinions, advice, or information expressed by a professional or service provider utilizing or featured on the Service are of the professional and the professional alone. They do not reflect the opinions of the Company. Company does not recommend or endorse any specific tests, physicians, products, procedures, opinions, or other information that may be mentioned on Company or by a licensee of Company.

4.5 **Equipment.** Customer shall be responsible for obtaining and maintaining any equipment and ancillary services needed to connect to, access or otherwise use the Services, including, without limitation, modems, hardware, servers, software, operating systems, networking, web servers and the like (collectively, **"Equipment"**). Customer shall also be responsible for maintaining the security of the Equipment, Customer account, passwords (including but not limited to administrative and user passwords) and files, and for all uses of Customer account or the Equipment with or without Customer's knowledge or consent.

5. SUPPORT

5.1 **Support.** Subject to the terms hereof, Company will provide Customer with reasonable online technical support Services on weekdays during the hours of 9:00 am through 5:00 pm Central Time, with the exclusion of Federal Holidays.

6. TERM, TERMINATION AND EFFECT OF TERMINATION

6.1 TERM

6.1(a) **Term of MSA.** This MSA will begin on the Effective Date and continue in effect until all Order Forms and SOWs, if any, expire or are terminated in accordance with this MSA.

6.1(b) **Term of Order Forms.** The initial term of each Order Form will start on the Start Date and end on the End Date as each is identified on the Order Form (the **"Service Term"**).

Unless otherwise set forth in the applicable Order Form, or unless the Order Form is terminated in accordance with Section 6.2(b), upon expiration of the Service Term, the relevant Order Form will terminate. This Agreement will renew if Customer enters another Order Form for the Services and/or additional Professional Services before the end of the Service Term.

6.2 TERMINATION

6.2(a) **Termination of Agreement.** Neither Party will have the right to terminate the Agreement without legally valid cause (no termination "for convenience"). This MSA will automatically terminate upon the date that all Order Forms and all SOWs, if any, have expired or been terminated in accordance with the terms set forth herein. Upon permitted termination of this MSA, all Order Forms and SOWs governed by it will also be terminated automatically.

(b) **Termination of Order Form or SOW.** Either Party may terminate an Order Form or SOW in accordance with their respective terms. Either Party may terminate an Order Form or SOW for cause upon written notice if the other Party fails to cure any material breach thereof, or any material breach of this MSA, within thirty (30) days after receiving reasonably detailed written notice from the other Party alleging the breach.

(c) **Termination for Change of Law.** Notwithstanding anything to the contrary in this MSA, if complying with any law applicable to the Service by Company enacted after the Effective Date would materially change the Parties' costs or risks in providing the Service, then the Parties' respective legal counsel will promptly meet to discuss alternative options. If the Parties are unable to reach an amicable resolution within thirty (30) days, then each Party will have the right to terminate the Agreement (including all Order Forms and SOW) – in which case the termination will be effective thirty (30) days thereafter. In the event of such a termination, Customer's sole right and Company's sole obligation (except to the extent otherwise expressly stated in this MSA) will be for Reseller to promptly refund to Customer, on a pro rata basis, any Fees paid under all Order Forms and SOW then in effect that are unused as of the termination effective date.

6.3 EFFECT OF TERMINATION

6.3(a) **Effect of Expiration or Termination of MSA.** Sections 1, 2, 4.2 - 4.4, 6.3, 12, 13, 14, and 15 of this MSA will survive any expiration or termination of this MSA. An Order Form or SOW may identify additional terms that will survive any expiration or termination of the applicable Order Form or SOW.

(b) **Effect of Termination of MSA, Order Form or SOW.**

Subject to the exclusive remedy provisions in this MSA: (a) if Customer terminates an Order Form, SOW or this MSA for uncured material breach in accordance with this MSA, Customer will be entitled to a refund, on a pro rata basis, of any prepaid Fees that are unused as of the termination effective date; and (b) if Company terminates an Order Form, SOW or this MSA for uncured material breach in accordance with Section 6.2, all amounts owed by Customer thereunder will become due and payable.

7. ORDER PROCESS

Customer orders the Service via one or more Order Forms, and Customer orders Company's Professional Services via one or more SOW. Customer's Affiliates are also permitted to sign Order Forms and SOWs with Company that are governed by this MSA, in which case all references to "Customer" in this MSA shall be interpreted to refer to the relevant Customer Affiliate for purposes of interpreting such Affiliate Order Forms and SOW; provided, however, that Company's maximum liability under Section 12 to Customer and all of its Affiliates who sign Order Forms or SOWs under this MSA shall not exceed, in the aggregate, the limits stated in Section 12.

7.1 **Purchase Orders.** If Customer requires that a purchase order ("**PO**") be issued before making payment under an Order Form or SOW, Customer must provide to Company such valid PO conforming to the applicable Order Form or SOW in time for Customer to meet its payment obligations. The terms and conditions of any PO (or of any other unilateral Customer document not agreed in writing by authorized representatives of both Parties) will have no effect on the rights or obligations of the Parties, regardless of any failure to object to such terms and conditions.

7.2. **Modification of Fees Upon Renewal.** Reseller reserves the right to modify the Fees for the Service under one or more Order Forms, effective upon commencement of the next Renewal Service Term of the relevant Order Form(s), by notifying Customer in writing at least thirty (30) days before the end of the then-current Service Term. Unless Customer notifies Reseller in writing at least twenty (20) days prior to the end of the then-current Service Term that Customer chooses not to renew such Order Form(s), the modified Fees shall take effect under the relevant Order Form(s) upon commencement of the next Renewal Service Term.

8. FEES AND PAYMENT

8.1 **Payment Details.** Customer must pay all fees and charges in accordance with this MSA and each mutually executed Order Form and SOW ("**Fees**"). Except to the extent otherwise expressly stated in this MSA, or in an Order Form or SOW:

- a. all obligations to pay Fees are non-cancelable and non-refundable;
- b. Customer must make all payments without setoffs, withholdings or deductions of any kind;
- c. Customer must pay all Fees due under all Order Forms and SOW within thirty (30) days after Customer receives each invoice (invoices are deemed received when Reseller emails them to Customer's designated billing contact); and
- d. all Fees must be paid in U.S. Dollars.

In accordance with each Order Form: (i) Reseller charges and collects in advance the annual Fees for use of the Service based on the Service subscribed to by Customer (after the Initial Service Term, Reseller will invoice Customer for such annual Fees at least thirty (30) days prior to the start of each Renewal Service Term); and (ii) if Customer's use of the Service exceeds the contracted usage volume(s) specified in the applicable Order Form, Customer will pay the additional usage-based Fees, as described in such Order Form. Company reserves the right to change the Fees or applicable charges and to institute new charges and Fees at the end of the Initial Service Term or then current renewal term, upon thirty (30) days prior notice to Customer (which may be sent by email).

8.2 **Taxes.** Company's Fees are exclusive of all taxes, levies, withholdings, deductions or duties imposed by taxing authorities in connection with any Order Forms or SOW. Customer is responsible for paying all such taxes, levies, withholdings, deductions or duties except any taxes based solely on Reseller's income or which do not arise from any Order Form or SOW. If Reseller has the legal obligation to pay or collect taxes for which Customer is responsible, that additional amount will be invoiced to, and paid by Customer, unless Customer provides Reseller a valid tax exemption certificate authorized by the appropriate taxing authority. If Customer has the legal obligation to withhold or deduct any amount from the Fees, the sum payable by Customer (in respect of which such deduction or withholding is required to be made) shall be increased to the extent necessary to ensure that Company receives a sum net of any withholding or

deduction equal to the sum which it would have received had no such deduction or withholding been made or required to be made. Unless prohibited by the applicable taxing jurisdiction, the tax situs will be Customer's admin user address as set forth in the applicable Order Form. Customer may update such address by providing written notice to Reseller and taxes will be updated on a prospective basis.

8.3 Customer Contact Information. Customer agrees to provide Reseller accurate billing and other contact information for each Order Form and SOW at all times during the Service Term, including the name of Customer's applicable legal entity, and the street address, e-mail address, name and telephone number of an authorized billing contact. Customer shall update this information within thirty (30) days after any changes, via email to Reseller's Accounts Receivable team.

8.4 Consequences of Non-Payment. If Customer fails to make any payments required under any Order Forms or SOW, then in addition to any other rights Reseller may have under this MSA or applicable law:

- a. Customer will owe Reseller an interest penalty of one and one-half percent (1.5%) per month on any outstanding balance under each delinquent invoice, or the maximum permitted by law (whichever is less);
- b. Reseller will be entitled to recover its reasonable costs of collection;
- c. Reseller may suspend the start of any Renewal Service Term, or subsequent Service Term agreed in an Order Form between the Parties; and
- d. If Customer's account remains delinquent (with respect to payment of a valid invoice) for thirty (30) days after receipt of a delinquency notice from Reseller, which may be provided via email to Customer's designated billing contact, Company may temporarily suspend Customer's access to the Service for up to ninety (90) days to pursue good faith negotiations before pursuing termination in accordance with Section 6. Customer will continue to incur and owe all applicable Fees irrespective of any such Service suspension based on such Customer delinquency.

9. THIRD PARTY INTERACTIONS

To the extent Customer's use of the Service requires use of any third-party products, packages or services not made available by Company (e.g., Salesforce CRM, Amazon Web Services or a Web browser), Customer may be required to separately purchase or license such products, packages or services directly from the applicable third party. In addition, in connection with using the Service, Customer may choose to purchase or license certain other third-party products, packages or services identified by the Company. Any third-party products, packages and services and any terms associated therewith are between Customer and the relevant third parties. Company does not license, support, control, endorse or otherwise make any representations or warranties regarding any third-party products or services under this section, and in no event will Company have any liability whatsoever in connection therewith, even if Customer has directed Company to implement or configure the third-party products, packages or services. Customer is responsible for the conduct of any third party which obtains access to the Services from Customer.

10. PROFESSIONAL SERVICES

If Customer wishes to purchase any training, implementation or other professional services from Company through Reseller relating to the Service ("**Professional Services**"), the Parties will mutually agree to one or more separate SOW (or if applicable, Order Form) containing the relevant description of services. Company Professional Services are separate and apart from the Service, and neither Party's obligations in connection with the Service are dependent in any way on any Professional Services. Company retains all ownership rights in and to all copyrightable works, deliverables, designs, inventions, know-how, software, techniques, trade secrets, work product and other materials created by or for Company (either alone or jointly with Customer or others) and provided to Customer, and any derivative works thereof, excluding any Customer Confidential Information. Company grants Customer a non-exclusive, non-transferable, royalty-free right to access and use the materials Company provides with the Professional Services internally in connection with the Service during the Term of this Agreement. Customer may not create derivative works of any materials Company provides with the Professional Services. Nothing in this MSA will prohibit, restrict or limit (i) Company from performing the same or similar Professional Services for or providing the same or similar work product to any third party, or (ii) Customer from hiring a third party to perform professional services related to the Services.

11. WARRANTIES AND DISCLAIMERS

11.1 Mutual Warranties. Each Party represents and warrants to the other that it has the legal power and authority to enter into this MSA, and that: (a) this MSA has been duly authorized, executed and delivered and constitutes a valid and binding agreement enforceable against such Party in accordance with its terms; (b) to the best of its knowledge, no authorization or approval from any third party is required in connection with such Party's execution, delivery or performance of this MSA; and (c) to the best of its knowledge, the execution, delivery and performance of this MSA does not violate the terms or conditions of any other legally binding agreement.

11.2 Additional Customer Warranties: Customer Party represents and warrants it will not use the Services for any illegal or unauthorized purposes and the use of the Services will not violate any applicable law or regulation.

11.3 Additional Company Commitments. Company further represents and warrants that:

- a. It will use reasonable technical means to screen for and detect disabling devices, viruses, trojan horses, trap doors, back doors, time bombs, cancelbots and other computer programming routines designed to damage or detrimentally interfere with software or data;
- b. The Service will perform substantially in accordance with the relevant documentation;
- c. It will make reasonable efforts to notify Customer, at least thirty (30) days in advance via Company's Normal Communication Channels, of any scheduled changes Company believes are likely to have a material, adverse impact on Customer's use of the Service ("**Material Changes**"); and
- d. Professional Services provided by Company will be performed in a professional and workmanlike manner.

If Company breaches any warranties in this Section 11.3, Customer's exclusive remedy and Company's sole obligation will be for Company to make reasonable efforts to correct the non-conformity or, if Company is unable to correct the non-conformity within sixty (60) days after receipt of Customer's written notice, for Customer to terminate the applicable Order Form(s) or SOW and receive a refund, on a pro rata basis, of any Fees prepaid under such Order Form(s) or SOW that are unused as of the termination effective date.

e. It shall use reasonable efforts consistent with prevailing industry standards to maintain the Services in a manner which minimizes errors and interruptions in the Service. Services may be temporarily unavailable for scheduled maintenance or for unscheduled emergency maintenance, either by Company or by third-party providers, or because of other causes beyond Company's reasonable control, but Company shall use reasonable efforts to provide advance notice in writing or by e-mail of any scheduled service disruption.

11.4 Warranty Disclaimers. EXCEPT TO THE EXTENT EXPRESSLY STATED IN THIS MSA: (A) COMPANY AND ITS LICENSORS MAKE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, WHETHER EXPRESS, STATUTORY OR IMPLIED (IN FACT OR BY OPERATION OF LAW), REGARDING THE SERVICE, PROFESSIONAL SERVICES, OR ANY MATTER WHATSOEVER; AND (B) COMPANY AND ITS LICENSORS DO NOT WARRANT THAT THE SERVICE OR ANY PROFESSIONAL SERVICES ARE OR WILL BE ERROR-FREE, MEET CUSTOMER'S REQUIREMENTS, ACHIEVE ANY PARTICULAR RESULTS, OR BE TIMELY OR SECURE. COMPANY AND ITS LICENSORS EXPRESSLY DISCLAIM ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT WITH RESPECT TO THE SERVICE AND ANY PROFESSIONAL SERVICES, AND CUSTOMER HAS NO RIGHT TO MAKE OR PASS ON TO ANY THIRD PARTY ANY REPRESENTATION OR WARRANTY BY COMPANY.

CUSTOMER IS RESPONSIBLE FOR USING THE SERVICE IN COMPLIANCE WITH APPLICABLE LAW. USE OF THE SERVICE IS NOT A GUARANTEE OF COMPLIANCE WITH APPLICABLE LAW.

THE SERVICE MAY BE SUBJECT TO LIMITATIONS, DELAYS, AND OTHER PROBLEMS INHERENT IN THE USE OF THE INTERNET OR ELECTRONIC COMMUNICATIONS. COMPANY IS NOT RESPONSIBLE FOR DELAYS, DELIVERY FAILURES, OR OTHER DAMAGE, LOSS OR LIABILITY RESULTING FROM SUCH PROBLEMS NOT CAUSED BY COMPANY.

CUSTOMER AGREES THAT ITS SUBSCRIPTION TO THE SERVICE AND FEES DUE OR PAID UNDER THE AGREEMENT ARE NEITHER CONTINGENT ON THE DELIVERY OF ANY FUTURE FUNCTIONALITY OR FEATURES, NOR BASED ON ANY ORAL OR WRITTEN COMMENTS REGARDING ANY FUTURE FUNCTIONALITY OR FEATURES. MORE GENERALLY, IN ENTERING INTO THIS AGREEMENT, NEITHER PARTY IS RELYING ON ANY OTHER COMMITMENTS, STATEMENTS OR OTHER MATTERS NOT EXPRESSLY ADDRESSED IN THIS AGREEMENT, AN ORDER FORM OR AN SOW.

12. LIMITATION OF LIABILITY

NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS MSA, BUT ONLY TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW:

12.1 EXCEPT FOR (A) FEES DUE TO RESELLER UNDER APPLICABLE ORDER FORMS AND SOWS, (B) CUSTOMER'S OBLIGATIONS UNDER SECTIONS 4.2 (USE RESTRICTIONS), NEITHER PARTY'S TOTAL AGGREGATE LIABILITY ARISING FROM OR RELATING TO THE AGREEMENT WILL EXCEED THE FEES ACTUALLY PAID BY AND DUE FROM CUSTOMER IN THE 12-MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO SUCH LIABILITY;

12.2 EXCEPT WITH RESPECT TO CUSTOMER'S OBLIGATIONS AND CUSTOMER'S LIABILITY UNDER SECTIONS 4.2 (USE RESTRICTIONS), IN NO EVENT WILL EITHER PARTY OR ITS AFFILIATES, OWNERS, OFFICERS, DIRECTORS, EMPLOYEES OR LICENSORS BE LIABLE OR OTHERWISE OBLIGATED TO THE OTHER PARTY OR ANYONE ELSE FOR ANY LOSS OF PROFITS, REVENUE, OPPORTUNITIES, ECONOMIC ADVANTAGE, GOODWILL, DATA OR USE, OR FOR ANY INDIRECT, CONSEQUENTIAL, HYBRID, INCIDENTAL, SPECIAL OR PUNITIVE DAMAGES OF ANY KIND, ARISING OUT OF OR IN ANY WAY RELATED TO THE AGREEMENT, REGARDLESS OF CAUSE, EVEN IF THE PARTY FROM WHICH DAMAGES ARE BEING SOUGHT OR SUCH PARTY'S AFFILIATES OR LICENSORS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND EVEN IF A REMAINING AVAILABLE REMEDY FAILS ITS ESSENTIAL PURPOSE; AND

12.3 THE TERMS OF SECTION 12 APPLY REGARDLESS OF THE FORM OF ACTION, WHETHER THE ASSERTED LIABILITY, CLAIM OR DAMAGES ARE BASED ON CONTRACT (INCLUDING BREACH OF WARRANTY), TORT (INCLUDING NEGLIGENCE), STATUTE, OR ANY OTHER LEGAL OR EQUITABLE THEORY.

THE PROVISIONS OF THIS SECTION 12 ALLOCATE RISKS UNDER THE AGREEMENT BETWEEN CUSTOMER AND COMPANY, AND THE FEES CHARGED FOR THE SERVICE ARE BASED ON THIS ALLOCATION OF RISKS AND THESE LIMITATIONS OF LIABILITY. COMPANY SHALL IN NO EVENT BE LIABLE TO YOU OR TO ANYONE FOR ANY DECISION MADE OR ACTION TAKEN BY ANY PARTY (INCLUDING, WITHOUT LIMITATION, ANY MEMBER) IN RELIANCE ON INFORMATION ABOUT PROFESSIONALS AND SERVICE PROVIDERS ON THE SERVICE.

13. CONFIDENTIALITY

13.1 Definition. As used in this Agreement, "**Confidential Information**" means information and materials provided by or on behalf of the disclosing Party or its Affiliate(s) ("**Discloser**") to the Party or its Affiliate(s) receiving such information or materials ("**Recipient**") that (a) are identified as confidential at the time of disclosure, or

(b) a reasonable person in the relevant industries should understand to be confidential based on the nature of the information and materials and all other relevant factors. For the avoidance of doubt, Customer's Confidential Information includes Customer Data and Customer's non-public business plans, and Company's Confidential Information includes pricing terms offered under any Order Form, Company's non-public business plans, all non-public aspects of the Company Technology, and the results of any evaluation of the Service performed by or on behalf of Customer for purposes of monitoring its availability, performance or functionality, or for any other benchmarking or competitive purposes.

13.2 Permitted Disclosures and Obligations. Recipient must not use any of Discloser's Confidential Information for any purpose other than carrying out Recipient's obligations or exercising its rights under the Agreement. For the avoidance of doubt, use of Confidential Information in an aggregated and anonymized manner that eliminates or does not include Personal Data is not prohibited. Recipient also must not disclose to any third party any Confidential Information, other than to Recipient's Affiliates, contractors and consultants who (a) need to know such information, and (b) are bound by confidentiality obligations substantially similar to Recipient's under this Agreement (each Party is fully responsible for its respective Affiliates', contractors' and consultants' compliance with this Agreement). Recipient must treat all Discloser Confidential Information with the same degree of care Recipient gives to its own Confidential Information, but not less than reasonable care. Recipient and its Affiliates, contractors and consultants who receive Confidential Information hereunder must: (i) not use any such Confidential Information to compete with Discloser or in any other way except as reasonably necessary; (ii) promptly notify Discloser of any unauthorized use or disclosure of its Confidential Information of which Recipient becomes aware; and (iv) reasonably assist Discloser in remedying any such unauthorized use or disclosure.

13.3 Exclusions. Recipient's obligations under Section 13 do not apply to Discloser Confidential Information that Recipient can prove: (a) is or becomes part of the public domain through no fault of Recipient; (b) is rightfully in Recipient's possession free of any confidentiality obligation; or (c) was independently developed by Recipient without using any Discloser Confidential Information. Disclosure by Recipient of Confidential Information (i) in response to a valid order or other legal process issued by a court or other governmental body having jurisdiction, (ii) as otherwise required by law, or (iii) necessary to establish the rights of either Party will not be a breach of this Agreement if, to the extent legally permitted, Recipient gives prompt notice and reasonable cooperation so Discloser may seek to prevent or limit such disclosure. Except to the extent permitted by a separate written agreement, the Parties will not disclose any information requiring an authorization to be exported outside of the United States.

13.4 Ownership and Destruction of Confidential Information. As between Discloser and Recipient, all Discloser Confidential Information is the property of Discloser, and no license or other rights are granted or implied hereby. Promptly after any request by Discloser, Recipient will destroy or return to Discloser all Confidential Information and materials in Recipient's possession or control. However, Recipient may retain electronic copies of any computer records or electronic files containing any Discloser Confidential Information that have been created pursuant to Recipient's standard, reasonable archiving and backup practices.

13.5 Confidentiality Period. Recipient's obligations with respect to Discloser's Confidential Information under Section 13 will remain in effect for the term of the Agreement and for three (3) years after any expiration or termination of the Agreement. Notwithstanding the foregoing, Recipient's obligations under the Agreement will continue to apply to Confidential Information that qualifies as a trade secret or Personal Data under applicable law for as long as it so qualifies.

14. GENERAL

14.1 Governing Law and Dispute Resolution. The Agreement is governed by Wisconsin law and controlling United States federal law, without regard to conflicts of law provisions of any jurisdiction. The Service is a service, not a good, and is not subject to the Uniform Commercial Code, the Uniform Computer Information Transactions Act, or the United Nations Convention on the International Sale of Goods. Any disputes, actions, claims or causes of action arising out of or relating to the Agreement or the Service will be subject to the exclusive jurisdiction of the state and federal courts located in Milwaukee County, Wisconsin, USA. However, other than with respect to seeking injunctive relief in connection with matters that qualify for such an extraordinary remedy under applicable law, neither Party may initiate any litigation against the other Party until after providing clear written notice of its intention to do so and first making a good faith effort to resolve the dispute informally through escalation to an appropriate level of executive management of both Parties for at least thirty (30) days after providing such notice.

14.2 Assignment and Other Transfers. Neither Party may assign, sublicense or otherwise transfer (by operation of law or otherwise) the Agreement, or any of a Party's rights or obligations under the Agreement, to any third party without the other Party's prior written consent, which consent must not be unreasonably withheld, delayed or conditioned; provided, however, that upon written notice to the other Party, either Party may assign or otherwise transfer this Agreement, along with all associated Order Forms and SOWs (and all its rights and obligations thereunder), (a) to a successor-in-interest in connection with a merger, acquisition, reorganization, a sale of most or all of its assets, or other change of control, or (b) to its Affiliate.

Notwithstanding anything to the contrary in this section, however: (i) in the event of any permitted transfer by Customer under this section to a direct competitor of Company, Company will have the right to terminate this Agreement, including all associated Order Forms and SOW, for cause under Section 6.2 (in the event of such a termination, Company will promptly refund to Customer, on a pro rata basis, all Fees prepaid by Customer under all Order Forms and SOW then in effect that are unused as of the termination effective date); and (ii) Customer is not allowed to transfer to a successor-in-interest or Affiliate a subscription to a particular version of the Service if in Company's sole determination such successor-in-interest or Affiliate would not otherwise be eligible to subscribe to that version.

In the event of a transfer by Customer that is permitted under this section, the rights granted under this Agreement shall continue to be subject to the same usage limitations that applied under applicable Order Forms prior to the transfer (e.g., any transaction volume terms and limitations to particular Customer legal entities, business units, projects, brands, products or services set forth therein). Any purported assignment or other transfer in violation of this section is void. Subject to the terms of this section, this Agreement will bind and inure to the benefit of the Parties and their respective permitted successors and transferees.

14.3 Force Majeure. If either Party is prevented from performing, or is unable to perform, any of its obligations under this Agreement due to any cause beyond its reasonable control, e.g., war, riots, labor unrest, fire, earthquake, flood, hurricane, other natural disasters and acts of God, Internet service failures or delays, and denial of service attacks (collectively, "**Force Majeure**"), the affected Party's performance will be excused for the resulting period of delay or inability to perform. The affected Party must, however, (a) give the other Party prompt written notice of the nature and expected duration of such Force Majeure, (b) use commercially reasonable efforts to mitigate the delay and other effects, (c) periodically notify the other Party of significant changes in the status of the Force Majeure, and (d) notify the other Party promptly when the Force Majeure ends.

14.4 Marketing. Company may: (i) identify Customer as a Company customer; (ii) issue a mutually agreed press release announcing that Customer has selected Company as a vendor; and (iii) during the Initial Service Term, make available a member of the Customer marketing department to participate in virtual meetings with Company's customer advocacy team to discuss other potential marketing and communication opportunities regarding Customer's use of the Service.

14.5 Independent Contractors. The Parties are independent contracting parties. Neither Party has, or will hold itself out as having, any right or authority to incur any obligation on behalf of the other Party. The Parties' relationship in connection with the Agreement will not be construed as a joint venture, partnership, franchise, employment, or agency relationship, or as imposing any liability upon either Party that otherwise might result from such a relationship.

14.6 Notices. All legal notices (e.g., notice of termination of this Agreement or an Order Form based on an alleged material breach) required under this Agreement must be delivered to the other Party in writing (a) in person, (b) by nationally recognized overnight delivery service, or (c) by certified U.S. mail (requiring signature) to the other Party's corporate headquarters, Attention: Legal Department. With respect to all other notices, Customer may email Company at hello@readyrebound.com, and Company may email Customer's billing contact identified on the applicable Order Form(s) or SOW. Either Party may change its notice address by giving written notice to the other Party.

14.7 Anti-Corruption. Each Party acknowledges it has not received or been offered any illegal or otherwise improper bribe, kickback, payment, gift or other thing of value by any employee, representative or agent of the other Party in connection with the Agreement. Each Party will use reasonable efforts to promptly notify the other Party if it becomes aware of any circumstances that are contrary to this acknowledgment.

14.8 Export. Each Party agrees to comply with all applicable laws, regulations, orders and sanctions relating to prohibitions or limitations on relationships or transactions with prohibited countries or individuals (e.g., those administered by the U.S. Commerce or Treasury Departments). Customer shall not make the Service available to any individual or entity that is (i) located in a country that is subject to a United States government embargo, or (ii) is listed on any United States government list of prohibited or restricted parties.

14.9 Contract Revisions. Company may make modifications to this Agreement by providing 30 (thirty) days prior notice. Such notice shall be either: (a) written; (b) email to the address associated with Customer account; or (c) via the Services. The modifications to this Agreement will be considered agreed to by the Customer and shall apply 30 (thirty) days after Company sends the notice.

14.10 Entire Agreement. This MSA, together with any applicable Order Forms and SOWs (including any other terms referenced in any of those documents), comprises the entire agreement between Customer and Company regarding the subject matter of the Agreement, and supersedes all prior or contemporaneous negotiations, discussions or agreements (including any non-disclosure or other agreement governing the sharing of confidential information by and between Company and Customer), whether written or oral, between the Parties regarding such subject matter, and may only be modified by a document signed by authorized representatives of both Parties. Each term and provision of the Agreement is valid and enforceable to the fullest extent permitted by law, and any invalid, illegal or unenforceable term or provision shall be deemed replaced by a term or provision that is valid and enforceable and that most effectively accomplishes the Parties' shared goals and intent, determined from the perspective of an objective, reasonable person.

15. DEFINITIONS

As used in the Agreement:

"Affiliate" means a company, corporation, individual, partnership or other legal entity that directly or indirectly controls, is controlled by, or is under common control with a Party to the Agreement. For purposes of this definition, "control" means direct or indirect ownership or control of more than fifty percent (50%) of the voting interests of the subject entity;

"Content" means the audio and visual information, documentation and services contained in or made available via the Service, other than Customer Data and Customer Confidential Information;

"Customer Data" means any data, information or material processed by the Service (including Personal Data) in the course of Customer or Members' use of the Service;

"Customer Personal Data" means that portion of Customer Data that is Personal Data received from Customer or Members in the course of accessing or using the Services pursuant to the Agreement.

"including" (and its variants) means including without limitation.

"Feedback" means suggestions, comments, improvements, ideas, or other feedback or materials regarding the Services provided by Customer to Company.

"Normal Communication Channels" means the online channels through which Company normally communicates important information to its customers, e.g., the email address(es) provided by Customer (Customer must opt-into Company's online community site to receive certain important information regarding such changes and to take other required action relating to use of the Service);

"Personal Data" means any information relating to an identified or identifiable natural person as such term or its equivalent (e.g., personally identifiable information or personal information);

"Service" means Company's offerings ordered by Customer on an Order Form (including all related Content);

"SOW" means Statement(s) of Work, Work Authorization(s) or other contract(s) under which Company provides its Professional Services;

"Member(s)" means Customer's employees, representatives, consultants, contractors and agents who have been authorized by Customer to use Service; and

"Company Technology" means all of Company's and its licensors' proprietary technology that Company makes available to Customer as part of or in connection with Customer's subscription to the Service (including any and all software, software packages, hardware, products, processes, APIs, algorithms, user interfaces, trade secrets, know-how, techniques, designs and other tangible or intangible technical material or information).