

Service Agreement

This Service Agreement (this "Agreement"), dated as of signed proposal (the "Effective Date"), is entered into by and between True North Technologies, LLC, a Nebraska limited liability company (the "Developer"), and signing Party (the "Client" and together with the Developer, the "Parties", and each, a "Party").

WHEREAS, the Client wishes the Developer to provide specified services and the Developer wishes to provide such services.

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements contained in this Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound, hereby agree as follows:

1. **Services.** The Developer will provide the services described in Terms of Service A (the "Services") on a non-exclusive basis to the Client in accordance with the terms of this Agreement.

2. **Fees.** In exchange for the Services and the Deliverables (defined below) provided and the rights granted to the Client under this Agreement, the Client agrees to pay the Developer at the rate and in the manner specified in Terms of Service B (the "Fees").

3. **Client Responsibilities.** The Client acknowledges that the Developer's ability to provide the Services is contingent on the Client providing the Client Materials (defined below) and communicating with the Developer. Accordingly, during the Term (defined below) the Client shall:

- a. Provide the Developer with all information, data, materials, and documentation the Developer requests or is reasonably required for the Developer to provide the Services (collectively, the "Client Materials");
- b. Update the Developer of any changes to the Client Materials and provide the updated Client Materials to the Developer; and
- c. Promptly respond to all communications and questions from the Developer (each, a "Developer Communication") with accurate and complete information.

4. **Effect of Client Delays.** As the Developer cannot perform the Services without the Client providing the Client Materials and responding to Developer Communications in a timely manner, if the Client fails to perform any of its obligations set forth in Section 3 in a timely basis, the Developer may, in its sole and absolute discretion, extend the Development Period (defined below) by giving Notice to the Client (a "Due Date Extension"). The Developer shall be entitled to a Due Date Extension if the Client fails to respond within four (4) days of a Developer Communication (the "Client Response Period"). The Client Response Period shall begin upon the day immediately following any Developer Communication. The Due Date Extension shall extend the Development Period by the actual number of days the Client takes to respond to the Developer Communication. In addition to a Due Date Extension, the Client shall pay the Developer a delay fee in the manner specified in Terms of Service B to compensate the Developer for costs incurred as a result of the Client's delay. The Client agrees that three (3) failures to timely respond to a Developer Communication with accurate and complete information within the Client Response Period shall constitute a material breach of this Agreement (which for the avoidance of doubt, is incapable of cure).

5. Licenses & Intellectual Property Ownership.

5.1 **Customer Materials License.** The Client hereby grants to the Developer a non-exclusive right and license to the Client Materials solely as necessary to incorporate the Client Materials into the Deliverables (defined below). The term of such license shall commence upon the delivery of the Client Materials and shall terminate at the end of the Term (defined below).

5.2 **Intellectual Property Ownership of the Deliverables.** Subject to Section 6, ownership and title to all intellectual property rights in the Deliverables (defined below) shall be as follows:

- a. The Developer shall remain the sole and exclusive owner or licensee of all right, title, and interest in and to any documents, data, know-how, methodologies, software, and other materials (including all intellectual property therein) provided or used by the Developer in connection with performing the Services (collectively, the "Developer Retained Intellectual Property").
- b. Upon payment of the Fees in full, and subject to the limitations set forth in Section 6, the Developer shall irrevocably assign to the Client, and the Client shall be the owner of all right, title, and interest in all intellectual property rights in the materials delivered to the Client by the Developer in accordance with this Agreement excluding the Developer Retained Intellectual Property (the "Deliverables"). The Developer retains the right to deny the Client access to the Deliverables if the Client does not make timely payment in full of all due and payable Fees.
- c. Upon payment of the Fees in full and the transfer of the rights in the Deliverables to the Client, the Client shall

grant the Developer a perpetual, non-transferable, non-sublicensable, royalty-free, worldwide license to use of the Deliverables (including any intellectual property therein) for the purpose of promoting the Developer's business and services.

d. Upon payment of the Fees in full, the Developer hereby grants to the Client a perpetual, limited, non-transferable, non-sublicensable, royalty-free, worldwide license to use and modify the Developer Retained Intellectual Property solely to the extent necessary for the use of the Deliverables (and for no other purpose). All other rights in and to the Developer Retained Intellectual Property are expressly reserved by the Developer.

5.3 Ownership of the Deliverables Content. The Client shall be solely and exclusively responsible for the audio, visual, and audiovisual content (including, without limitation, illustrations, graphics, photographic images, music, sound effects, lyrics, text, film, video, animation, characters, or interface layouts and designs) incorporated into the Deliverables (by either the Client, the Developer, or a third party) to be displayed to the end-user (the "Content"). The Developer expressly disclaims liability for, and the Client agrees the Developer shall in no way be liable for, any claims, actions, causes of action, damages, fines, expenses, or other cost arising from the Content.

6. Developer as Licensee. The Developer is a valid licensee of Eazi-Business Ltd. ("Eazi-Business") and uses its software when performing the Services. As the owner of the software and its intellectual property, Eazi-Business (and not the Developer) retains the authority to designate and alter the terms and conditions of the software that is used by the Developer. The Client acknowledges and understands that the Developer's ability to: (a) designate and alter the terms and conditions of the software and (b) transfer ownership rights in the Deliverables (including the intellectual property associated therewith) is limited and subject to the rights retained by Eazi-Business. Accordingly, by accepting the Deliverables, the Client agrees: (i) to be bound by the Eazi-Business terms, policies, and conditions concerning the use of its software by third-parties (including without limitation, the Eazi-Business Terms of Use and Privacy Policy) and (ii) that the Developer's obligations under this Agreement are limited to only those in which it is legally authorized and permitted to perform in accordance with its Eazi-Business license agreement. The Client is aware and accepts that after signing this Agreement, Eazi-Business may further restrict the Developer's abilities during the Term (defined below), which may further limit the Developer's obligations under this Agreement.

7. Developer Representations & Warranties. THE DEVELOPER MAKES NO OTHER REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, AND SPECIFICALLY EXCLUDES ANY WARRANTY THAT THE DELIVERABLES ARE FIT FOR ANY PARTICULAR PURPOSE. THE DEVELOPER FURTHER EXCLUDES ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND ANY EXPRESS OR IMPLIED WARRANTIES WITH REGARD TO ANY THIRD-PARTY PRODUCTS.

8. Client Representations & Warranties. The Client represents and warrants that it owns all right, title, and interest in and to (or is duly authorized to use) all Client Materials it provides to the Developer for integration into the Deliverables. Additionally, the Client represents and warrants that the Developer's use of such Client Materials will (a) in no way infringe, misappropriate, or otherwise violate the intellectual property rights of any third-party, and (b) comply with all Applicable Laws (defined below).

9. Term & Termination. This Agreement shall commence as of the Effective Date and shall continue in full force and effect until the delivery of the Deliverables and payment in full by the Client of all Fees (the "Term"). Either Party may terminate this Agreement, such termination to be effective upon Notice (defined below) to the other Party, if the other Party materially breaches this Agreement, and such breach: (a) is incapable of cure, or (b) being capable of cure, remains uncured thirty (30) days after the non-breaching Party provides the breaching Party with Notice (defined below) of such breach. In addition, either Party may terminate this Agreement, such termination to be effective upon Notice (defined below) to the other Party, if the other Party: (i) becomes insolvent or is unable to pay its debts as they become due, or (ii) files (or has filed against it) a petition for voluntary or involuntary bankruptcy or otherwise becomes subject (voluntarily or involuntarily) to any proceeding under any domestic or foreign bankruptcy or insolvency law.

10. Effect of Early Termination. If this Agreement is terminated early under Section 9, the Client agrees to pay any Fees due and accrued under this Agreement (including, but not limited to, the liquidated damages specified in Terms of Service B). To the extent possible, the Developer agrees to deliver to the Client the unfinished Deliverables and all rights discussed under Section 5.2 (subject to Section 6); provided, however, that the Client shall not be afforded any warranties in the unfinished Deliverables and rights transferred by operation of this Section 10.

11. Independent Contractors. The Developer may retain third parties ("Independent Contractors") to furnish services to it in connection with the performance of the Services. The Developer may share confidential information with Independent Contractors in accordance with the terms of the Independent Contractor Agreement.

12. Indemnification. The Client shall release, defend, indemnify, and hold the Developer (including any affiliates, subsidiaries, officers, managers, agents, owners, employees, trustees, licensors, or successors and assigns) harmless with respect to any claims, actions, causes of action, damages, fines, expenses, court costs, attorney's fees, or judgments suffered by the Developer resulting from or attributable to (i)

the Content, (ii) any breach of the Client's or its agent's responsibilities, representations, or warranties under this Agreement, and (iii) all negligent acts or omissions of the Client or its agents.

13. **Limitation of Liability.** TO THE FULLEST EXTENT PROVIDED BY LAW, IN NO EVENT SHALL THE DEVELOPER (including any affiliates, subsidiaries, officers, managers, agents, owners, employees, trustees, licensors, or successors and assigns) BE LIABLE TO THE CLIENT OR TO ANY THIRD PARTY FOR DAMAGES OF ANY KIND, UNDER ANY LEGAL THEORY, FOR ANY LOSS OF USE, REVENUE, PROFIT, LOSS OF DATA, OR FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, OR PUNITIVE DAMAGES, WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, AND REGARDLESS OF WHETHER SUCH DAMAGE WAS FORESEEABLE AND WHETHER THE DEVELOPER WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL THE DEVELOPER'S LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, EXCEED THE AGGREGATE AMOUNTS PAID TO THE DEVELOPER PURSUANT TO THIS AGREEMENT.

THE FOREGOING DOES NOT AFFECT ANY LIABILITY THAT CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

14. **Compliance with Laws.** In the performance of this Agreement, each Party shall comply in all material respects with all applicable laws, statutes, ordinances, rules, regulations, rules, codes, governmental orders, and other requirements or rules of law of any governmental authority (collectively, "Applicable Law"). If the Client is aware of any regulations known and applicable to the advertising and marketing of the Client's business, products, or services, the Client shall give Notice (defined below) to Developer and use its best efforts to assist Developer to ensure the Services and the Deliverables comply therewith.

15. **Notice.** All notices, requests, demands, consents, claims, waivers, and other communications made pursuant to this Agreement (collectively, "Notice") shall be in writing and may be served by (a) e-mail, (b) hand delivery, (c) by sending through United States mail, addressed to the Party to be notified, postage prepaid and registered or certified with return-receipt requested, or (d) by sending through recognized overnight, third party prepaid courier service (such as UPS or FedEx). Any Notice so delivered shall be deemed effectively given on (i) on the date of delivery if sent by e-mail or personally delivered, or (ii) on the date of mailing indicated on the return receipt if mailed, or (iii) of the date received by the courier service if sent by courier service. Either Party may change its address for notice by giving Notice to the other Party as provided below.

The addresses for notice are as follows:

If to Developer:

True North Technologies, LLC
285 South 68th Place, Suite 318
Lincoln, Nebraska 68510
notice@go-tnt.com

Attention: Chief Operating Officer

If to Client:

Client Information in CRM

16. **Relationship of the Parties.** Nothing in this Agreement creates any agency, joint venture, partnership, other form of joint enterprise, employment, or fiduciary relationship between the Parties. Neither Party has any express or implied right or authority to assume or create any obligations on behalf of (or in the name of) the other Party or to bind the other Party to any contract, agreement, or undertaking with any third party.

17. **Survival.** Subject to the limitations and other provisions contained in this Agreement, Section 5, 6, 7, 8, 10, 11, 13, 14, and Terms of Service B shall survive the expiration or earlier termination of this Agreement.

18. **Waiver.** No waiver under this Agreement shall be effective unless it is in writing and signed by the Party waiving its right. Any failure or delay in exercising any right, remedy, power, or privilege or in enforcing any condition under this Agreement; or any act, omission, or course of dealing between the Parties shall not constitute a waiver of any right, power, or privilege arising from this Agreement.

19. **Assignment; Third Party Beneficiaries.** The Developer may assign, transfer, or delegate any or all of its rights or obligations under this Agreement without the prior written consent of the Client. The Client may not assign, transfer, or delegate any or all of its rights or obligations under this Agreement without the prior written consent of the Developer. Any attempted assignment, transfer, or other conveyance in violation of the foregoing shall be null and void and have no force or effect. This Agreement solely benefits the Parties and their respective permitted

successors and assigns. Nothing in this Agreement, express or implied, confers onto any other person any legal or equitable right, benefit, or remedy.

20. **Headings; Interpretation.** The headings in this Agreement are for reference and convenience only and shall not affect the interpretation of this Agreement or in any way restrict, modify, or amplify the terms of this Agreement. The Parties intend and desire that this Agreement be interpreted without regard to any presumption or rule requiring construction or interpretation against the Party drafting this Agreement (including any documents or schedules incorporated herein).

21. **Severability.** If any term or provision of this Agreement is held illegal, void, or unenforceable, the remaining portions of this Agreement shall remain in full force and effect.

22. **Counterparts.** This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, and such counterparts together shall constitute one in the same instrument.

23. **Amendment.** This Agreement shall not be modified or amended except by an instrument in writing signed by each of the Parties.

24. **Choice of Law.** This Agreement, including all related documents and schedules attached hereto or incorporated herein shall be governed by, and construed in accordance with, the laws of the State of Nebraska, without giving effect to any conflict of laws or provisions thereof.

25. **Arbitration.** Any controversy or claim arising out of or relating to this Agreement, including all related documents and schedules attached hereto or incorporated herein, or the breach thereof, shall be exclusively settled by arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. Any fees relating to arbitration will be the financial responsibility of the Client.

26. **Entire Agreement.** This Agreement, including all related documents and schedules attached hereto and incorporated herein, constitute the sole and entire agreement of the Parties with respect to the subject matter contained herein and therein, and supersedes all prior and contemporaneous understandings, agreements, and representations and warranties, both written and oral, with respect to such subject matter.

27. **Non-Disparagement.** The Client agrees not to disparage, or encourage others to disparage, True North Technologies. For purposes of this Agreement, the term disparage includes, without limitation, comments or statements made in any matter or medium, in the press and/or media, about True North Technologies, which would adversely affect any matter of the conduct of the business of True North Technologies, without limitation to True North Technologies' business plans, or prospects, or the business reputation of True North Technologies. The Client agrees not to disparage or denigrate True North Technologies verbally, or in writing, and that neither the Client, nor anyone acting on their behalf, will publish, post, or otherwise release any material, in written or electronic format, make speeches, gain interviews, or making public statements that mention True North Technologies, its operations, clients, employees, products, or services, without the prior written consent from True North Technologies.

{{RecipientInitials}}

TRUE NORTH TECHNOLOGIES, LLC

By: 

Name: Renee Sobotka

Title: Founder & CEO