

TERRITORY365 LICENSE AGREEMENT

PLEASE CAREFULLY READ THIS LICENSE AGREEMENT (“AGREEMENT”) BEFORE ACCESSING, DOWNLOADING OR OTHERWISE USING THE TERRITORY365 APPLICATION (AS DEFINED BELOW) AND RELATED TERRITORY365 USER DOCUMENTATION (AS DEFINED BELOW) DELIVERED TO YOU (“YOU” OR “LICENSEE”) BY MERITUS BUSINESS SOLUTIONS, INC. (MERITUS), A DELAWARE CORPORATION WITH A BUSINESS ADDRESS AT 90 WASHINGTON VALLEY ROAD, BEDMINSTER, NEW JERSEY, 07921, USA (“LICENSOR”).

BY INSTALLING OR USING THE APPLICATION, YOU ARE STATING THAT YOU HAVE READ THIS AGREEMENT, AGREE TO ALL OF ITS TERMS, AND CONSENT TO BE BOUND BY AND ARE BECOMING A PARTY TO THIS AGREEMENT. IF YOU DO NOT AGREE TO ALL OF THE TERMS OF THIS AGREEMENT, DO NOT INSTALL THE APPLICATION.

IF YOU ARE ACCEPTING THIS LICENSE AGREEMENT ON BEHALF OF YOUR EMPLOYER OR ANOTHER ENTITY, YOU REPRESENT AND WARRANT THAT: (I) YOU HAVE FULL LEGAL AUTHORITY TO BIND YOUR EMPLOYER, OR THE APPLICABLE ENTITY, TO THE LICENSE AGREEMENT; (II) YOU HAVE READ AND UNDERSTAND THIS LICENSE AGREEMENT; AND (III) YOU AGREE, ON BEHALF OF THE PARTY THAT YOU REPRESENT, TO THIS LICENSE AGREEMENT.

ACCEPTANCE OF THIS LICENSE AGREEMENT IS REQUIRED AS A CONDITION TO PROCEEDING WITH INSTALLATION, ACCESS AND USE OF THE APPLICATION AND DOCUMENTATION. IF YOU DO NOT AGREE TO ALL OF THE TERMS AND CONDITIONS OF THE LICENSE AGREEMENT OR IF YOU DO NOT HAVE THE LEGAL AUTHORITY TO BIND YOUR EMPLOYER OR THE APPLICABLE ENTITY, YOU MUST NOT INSTALL OR USE THE APPLICATION AND DOCUMENTATION.

YOUR EMPLOYER MAY HAVE ENTERED INTO A WRITTEN LICENSE AGREEMENT WITH LICENSOR WHICH GOVERNS THE USE OF THE APPLICATION. SUCH WRITTEN AGREEMENT MAY GOVERN YOUR USE OF THE APPLICATION AND TAKES PRECEDENCE OVER THIS LICENSE AGREEMENT. AS USED IN THIS LICENSE AGREEMENT, THE TERMS “YOU” AND “LICENSEE” MEANS YOU AND/OR YOUR EMPLOYER AS APPLICABLE.

IN CONSIDERATION OF THE PREMISES AND THE MUTUAL COVENANTS CONTAINED HEREIN, YOU AND LICENSOR HEREBY AGREE AS FOLLOWS:

1. LICENSE AND SUPPORT. Subject to the terms, conditions and restrictions set forth in this Agreement, including payment of the fees (“Fees”) set forth in the applicable order form issued by Territory365 (“Order Form”), Meritus hereby grants, and Licensee hereby accepts, a non-exclusive, non-transferable, right and license, to access and use, solely for its internal business purposes, (i) the software and related tools and solutions identified on the Order Form on a subscription basis (collectively the “Application”) and (ii) the user documentation provided with the Application (“Documentation), each for the term set forth in the applicable Order Form. During the applicable term of the Application subscription, Territory365 will provide support for the Application in accordance with the Territory365’s Technical Support and Services Policy included herewith as Appendix 1 attached hereto.

2. TERM; RENEWAL; TERMINATION

2.1 Term and Renewal of Orders. The subscription term specified in the Order Form will commence upon the Order Form Effective Date and will continue for the period of time set forth therein (“Initial Term”). Except as otherwise set forth herein, this Agreement is non-cancelable during the Subscription Term set forth in the Order Form.

2.2 Termination A party may only terminate any user’s subscription (i) for any material breach not cured within thirty (30) days following written notice of such breach, or (ii) immediately upon written notice if the other party files for bankruptcy, becomes the subject of any bankruptcy proceeding or becomes insolvent.

3. FEES; PAYMENT TERMS; TAXES

3.1. Fees. Fees are specified on the Order Form. Unless otherwise set forth on the Order Form, all Fees will be invoiced upon the Effective Date of the Order Form. Payment terms are Net 30 days from the date of invoice. Customer agrees to pay Territory365’s expenses, including reasonable attorneys and collection fees, incurred in collecting amounts not subject to a good faith dispute.

3.2 Taxes. Taxes are paid in accordance with local jurisdiction rules by **Apple Inc.** from fees collected within the iTunes subscription fee.

4. RESTRICTIONS; PROPRIETARY RIGHTS; USAGE DATA. Licensee shall not: (i) decompile, disassemble, reverse engineer or attempt to reconstruct, identify or discover any source code, underlying ideas, user interface techniques or algorithms of the Application or disclose any of the foregoing; (ii) encumber, transfer, manufacture, distribute, sell, sublicense, assign, provide, lease, lend, use for time sharing or service bureau purposes, or otherwise use (except as expressly provided herein) the Application or

Documentation; (iii) copy, modify, adapt, translate, incorporate into or with other software, or create a derivative work of any part of the Application or Documentation; or (iv) attempt to circumvent any user limits, timing or use restrictions that are built into the Application. The Application is the proprietary intellectual property of Territory365 that contains trade secrets and is protected by copyright law. Subject to any license granted hereunder, Territory365 retains sole and exclusive ownership of all right, title, and interest in and to the Application and any other technology used to provide it. Any and all enhancements, modifications, corrections and derivative works that are made to the Application will be considered part of the Application for the purposes of this Agreement and will be owned by Territory365. Territory365 shall have the right to obtain access to and shall own all usage data related to the Application (“Usage Data”), including performance data and any associated analytics generated from Licensee’s use of the Application. Rights granted to Territory365 in Usage Data specifically excludes Licensee Data, and Licensee Confidential Information, as such terms are defined below, all of which shall be owned by Licensee.

5. LICENSEE DATA; MODELS. Licensee retains all rights, title and interest in and to Licensee’s own information and data that is input by Licensee into the Application or supplied to Territory365 (“Licensee Data”), .. Territory365 disclaims any and all responsibility for any loss of any Licensee Data and is not responsible for the backup of any Licensee Data. Licensee represents and warrants that use and supply of Licensee Data in connection with the Application, (i) is legally and rightfully authorized, (ii) does not infringe upon the intellectual property rights of any third party, and (iii) complies with all applicable local, state, national and international laws and regulations, including without limitation those laws and regulations related to privacy and export control. Licensee further represents and warrants that Licensee Data does not contain any personal data, personally identifiable information (including, but not limited to personal data as defined European Union Regulation (EU) 2016/679 or the California Consumer Privacy Act of 2018), credit card or other sensitive financial information, patient or other sensitive health care information or personal information as defined by any applicable laws or regulations, and, if Licensee Data does contain such information, Territory365 shall not be liable for such Licensee Data

6. CONFIDENTIALITY. Each party shall maintain as confidential and shall not disclose (except to its employees, accountants, attorneys, advisors, affiliates, outsourcers and third party service providers of recipient with a need to know in connection with recipient’s performance under this Agreement, and who have been advised of the obligation of confidentiality hereunder), copy or use for purposes other than the performance of this Agreement, any information which relates to the other party’s business affairs, trade secrets, technology, research, development, pricing or terms of this Agreement (“Confidential Information”) and each party agrees to protect all received Confidential Information with the same degree of care that it would use with its own Confidential Information and to prevent unauthorized, negligent or inadvertent use, disclosure or publication thereof. Breach of this Section may cause irreparable harm and damage. Thus, in addition to all other remedies available at law or in equity, the disclosing party shall have the right to seek equitable and injunctive relief, and to recover the amount of damages (including reasonable attorneys’ fees and expenses) incurred in connection with such unauthorized use. The recipient shall be liable to the disclosing party for any use or disclosure in violation of this Section by recipient or its affiliates, employees, third party service providers or any

other related party. Confidential Information shall not include information that (a) is already known prior to the disclosure by the owning party; (b) is or becomes publicly known through no breach of this Agreement; (c) is independently developed without the use of the other party's Confidential Information and evidence exists to substantiate such independent development; (d) information that is obtained from a third party, and that third party is not, in good faith belief to the recipient, under any legal obligation of confidentiality; or (e) the recipient receives written permission from the disclosing party for the right to disclose any Confidential Information.

7. LIMITED APPLICATION WARRANTY AND DISCLAIMER. Territory365 represents and warrants that the Application will substantially conform to the specifications as set forth in the applicable Documentation during the Warranty Period, which shall mean the Initial Term and any Renewal Term. At no additional cost to Customer, and as Customer's sole and exclusive remedy for nonconformity of the Services or Software with this limited warranty, Territory365 will use commercially reasonable efforts to correct any such nonconformity, provided Customer promptly notifies Territory365 in writing outlining the specific details upon discovery, and if such efforts are unsuccessful, then Customer may terminate, and receive a refund of all pre-paid and unused fees for, the affected Services or Software. This limited warranty shall be void if the failure of the Services or Software to conform is caused by (i) the use or operation of the Services or Software or with an application or in an environment other than as set forth in the Documentation, (ii) modifications to the Services or Software that were not made by Territory365 Territory365's authorized representatives or the express written authorization of Territory365; (iii) accident, disaster or event of force majeure, (iv) misuse, fault or negligence of or by Customer, (v) use of the Application in a manner for which it was not designed, or (vi) causes external to the Application such as, but not limited to, power failure or electrical power surges. EXCEPT AS EXPRESSLY SET FORTH HEREIN, NEITHER PARTY MAKES ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. EXCEPT AS STATED IN THIS SECTION, TERRITORY365 DOES NOT REPRESENT THAT CUSTOMER'S USE OF THE SERVICES OR SOFTWARE WILL BE UNINTERRUPTED OR ERROR FREE. NO STATEMENT OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED FROM TERRITORY365 IN ANY MEANS OR FASHION SHALL CREATE ANY WARRANTY NOT EXPRESSLY AND EXPLICITLY SET FORTH IN THIS AGREEMENT.

8. LIMITATION OF LIABILITY. THE CUMULATIVE LIABILITY OF TERRITORY365 TO LICENSEE FOR ALL CLAIMS ARISING UNDER OR RELATED TO THIS AGREEMENT, WHETHER IN CONTRACT, TORT OR OTHERWISE, SHALL NOT EXCEED THE TOTAL AMOUNT OF FEES PAID TO TERRITORY365 UNDER THE APPLICABLE ORDER FORM WITHIN THE YEAR PRECEDING THE CLAIM. NOTWITHSTANDING THE FOREGOING, IN NO EVENT WILL TERRITORY365 OR ITS SUPPLIERS BE LIABLE TO LICENSEE OR ANY OTHER PARTY FOR DAMAGES FOR LOSS OF DATA, LOST PROFITS, OR ANY INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF THIS AGREEMENT, EVEN IF TERRITORY365 HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR IS NEGLIGENT.

9. INFRINGEMENT INDEMNIFICATION. If a third party claims that the Application infringes any U.S. patent, copyright, or trade secret, Territory365 will defend Licensee against such claim at Territory365's expense and pay all damages finally awarded through judgment or settlement, provided that Licensee promptly notifies Territory365 in writing of the claim, allows Territory365 sole control of the defense and/or settlement, and cooperates with Territory365 in the defense or settlement of such action. If such a claim is made, or is likely to be made as determined by Territory365, Territory365 may, at its option, secure for Licensee the right to continue to use the Application, modify or replace the Application so that it is non-infringing, or, if neither of the foregoing options is available in Territory365's reasonable opinion, terminate this Agreement and refund to Licensee any unamortized pre-paid Fees for use of the Application. Territory365 shall have no liability or obligation hereunder with respect to any infringement claim if such infringement is caused by (i) Licensee's use of the Application other than as specified in the applicable Documentation; (ii) modification of the Application by any person other than as authorized in writing by Territory365; or (iii) the combination, operation or use of the Application with other product(s) or Applications not supplied by Territory365, where the Application would not by itself be infringing. THIS PARAGRAPH STATES TERRITORY365'S ENTIRE OBLIGATION TO LICENSEE WITH RESPECT TO ANY CLAIM OF INFRINGEMENT.

10. GENERAL.

10.1 Entire Agreement. This Agreement is the complete and exclusive statement of the parties' agreement and supersedes all proposals or prior agreements, oral or written, and all other communications between the parties relating to the subject matter hereof. If these Terms and Conditions conflict with any of the terms or conditions of any Order Form or Statement of Work, then, unless otherwise provided herein, the terms and conditions of such Order Form or Statement of Work will control solely with respect to the Application covered by such Online Order Form, or physical Order Form. Any purchase orders issued by Licensee shall be deemed to be for Licensee's convenience only and, notwithstanding acceptance of such orders by Territory365, shall in no way change, override, or supplement this Agreement.

10.2 Waiver. Any waiver or modification of the provisions of this Agreement will be effective only if in writing and signed by the party against whom it is to be enforced. If any provision of this Agreement is held invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby. A waiver of any provision, breach or default by either party or a party's delay exercising its rights shall not constitute a waiver of any other provision, breach or default.

10.3 Notices. All notices or other communications required to be given hereunder shall be in writing and delivered either by U.S. mail, certified, return receipt requested, postage prepaid; by overnight courier; or as otherwise requested by the receiving party, to Meritus Business Solutions, Inc., 90 Washington

Valley Road, Bedminster, NJ 07921 Attn: Legal. Notices shall be effective upon their receipt by the party to whom they are addressed.

10.5 Assignment. This Agreement may not be assigned by Licensee without Meritus Business Solutions, Inc's prior written consent.

10.6 Compliance with Laws. Each party will be responsible for compliance with all legal requirements related to its performance under this Agreement, including all applicable U.S. export laws and those laws related to the protection, privacy and disclosure of data and information.

10.7 Force Majeure. Neither party will be responsible for any failure to perform due to causes beyond its reasonable control, including, but not limited to, acts of God, terrorism, war, riot, embargoes, fire, floods, earthquakes, or strikes (each a "Force Majeure Event") provided that such party gives prompt written notice to the other party of the Force Majeure Event. The time for performance will be extended for a period equal to the duration of the Force Majeure Event.

10.8 Governing Law and Disputes. This Agreement and any dispute arising hereunder shall be governed by and interpreted and construed in accordance with the laws of New Jersey, without regard to conflict of law principles, and shall be subject to the exclusive jurisdiction of the federal and state courts located in Newark, New Jersey, and each party consents to the exclusive personal jurisdiction and venue of such courts.

10.9 Survival. Provisions of this Agreement that are intended to survive termination or expiration of this Agreement in order to achieve the fundamental purposes of this Agreement shall so survive.

Appendix 1 – TERRITORY365 TECHNICAL SUPPORT AND SERVICES POLICY

This Territory365 Technical Support and Services Policy ("Support Policy") describes the support provided by Territory365 to customers of the Service.

Definitions

"Business Day" means Monday through Friday (Licensee Local Time), excluding holidays observed by Territory365.

“Business Hours” means 9:00 a.m. to 5:00 p.m. (Licensee Local Time) on Business Days.

“Support Contact” means designated Licensee personnel with Territory365 Support Portal account.

Term

During the applicable Subscription Term, Territory365 will support the Software in accordance with this Territory365’s Technical Support and Services Policy.

Technical Support Contact Information

Support Contact(s) may contact Territory365 technical support by opening a case via the Territory365 Support Portal (support.SalesAccel.com) to request information regarding the use, configuration or operation of the Software running on any supported environment as set forth in the Documentation.

Support Services Obligations

Territory365 will use commercially reasonable efforts, commensurate with the severity of the error, to correct any malfunction, defect or non-conformity (“Error”) in the operation of the Software so that it will substantially perform in accordance with the Documentation. Customer shall conduct reasonable and adequate research with respect to any claimed Error or related issue prior to contacting Territory365 for assistance. Customer will respond promptly to all reasonable Territory365 requests for information, documentation, technical assistance and other assistance regarding any such Error. Each reported Error will be logged and tracked by Territory365, assigned a tracking identifier which can be used by Customer to refer to the reported Error, and will remain open until the issue is resolved. Customer may designate the priority level when submitting an Error, however, Territory365 reserves the right to adjust priority in its reasonable discretion subject to the definitions below. Any support for Upgrade(s) will be designated as a Severity 3.

Territory365 shall use commercially reasonable efforts to deliver a solution or an action plan to correct any reported Error as follows:

SEVERITY	TERRITORY365 RESPONSIBILITIES	LICENSEE RESPONSIBILITIES	DEFINITION
Severity 1	Resources available 24x7 until a resolution or workaround is in place.	Designated resources available 24x7 until a resolution or workaround is in place. Ability to provide	A condition in which all or a critical portion of the Service is not operating.

		necessary diagnostic information.	
Severity 2	Resources available Monday through Friday during Business Hours until a resolution or workaround is in place.	Resources available Monday through Friday during local Business Hours until a resolution or workaround is in place. Ability to provide necessary diagnostic information.	A condition in which the Service is disrupted, but there is some capacity to operate and conduct business for a majority of Licensee's users.
Severity 3	Resources available Monday through Friday during Business Hours until a resolution or workaround is in place.	Resources available Monday through Friday during Business Hours until a resolution or workaround is in place. Ability to provide necessary diagnostic information.	A condition whereby Licensee has experienced a partial, non-critical loss of functionality.
Severity 4	Solid understanding of the Licensee request documented in our systems for review by Product Management.	Use cases for the feature request and specifics on requested functionality.	A condition whereby functionality of the Service is not affected, but a change is desired solely for aesthetic, "look and feel," or similar reasons.

SEVERITY	INITIAL RESPONSE TARGET	UPDATE FREQUENCY TARGET
Severity 1	Within 1 hour	Continuous effort with written updates every 4 hours
Severity 2	Within 2 Business Hours	Updated every Business Day
Severity 3	Within 8 Business Hours	Updated every 3 Business Days

Severity 4	Within 2 Business Days N/A, feature request	
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For a Severity 1 failure, the Parties agree to activate a management call-out and escalation list for the purpose of problem resolution.

With the Licensee’s written permission, Territory365 may access error logs and application logs held by Licensee for the sole purpose of providing proactive support and fixes to the Service. This may require a connection to the Licensee’s system, or the Licensee can establish a means of getting this information to Territory365 personnel in a manner conducive to providing efficient support (e.g. posting logs to a secure ftp site).

Maintenance

Territory365 may perform maintenance to the equipment, Service or any other elements of the hardware or infrastructure as Territory365 deems necessary for the provision of the Service. During such maintenance, Licensee may not be able to access the Service. Territory365 will maintain at least one page that informs Licensee and its users of the Service that maintenance is underway along with an estimate of when the Service will be available for use. Territory365 will use commercially reasonable efforts to keep the frequency and duration of impeded access during the maintenance period to a minimum.

Assumptions

This Support Policy does not apply to any software, equipment, or services not purchased from Territory365, e.g. internal Licensee IT security settings. The Support Policy does not apply in circumstances that are beyond Territory365’s reasonable control such as events of force majeure, natural disasters or acts of war. The Support Policy does not apply if the Licensee is in breach of the Agreement. Territory365 shall not be obligated to provide support services for the Service if the Service is not used in accordance with the then current Documentation or if any Error reported by Licensee is found by Territory365 to be due to Licensee or a cause other than the Service as delivered by Territory365.

Availability of Hosted Service

Territory365 will use commercially reasonable efforts to make the Service available to Licensee twenty-four (24) hours a day, seven (7) days per week, three hundred sixty-five (365) days per year, except for certain scheduled service and maintenance or in the event of emergency or events of force majeure. Territory365 runs its cloud application on Amazon Web Services and has used commercially reasonable efforts to architect the solution to be as highly available within the confines of the service provided.

Territory365 endeavors to deliver Service level availability (SLA) of 99.90%. This does not include planned outages. Territory365 will make good faith efforts to perform service and maintenance to the Service outside peak usage hours. Licensee acknowledges that availability of the Service may be affected by: (i) telecommunication network activity or capacity; (ii) hardware failures; and/or (iii) compatibility with third party communication equipment, Internet access software and/or browsers not in accordance with the Service requirements. Territory365 disclaims any and all responsibility for any Hosted Service interruption in connection with such activity, capacity, failure and/or compatibility. Licensee is responsible for providing all equipment and telecommunication services necessary to access the Service.

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