

## SPONSORCX MASTER SERVICES AGREEMENT

This MASTER SERVICES AGREEMENT (“**Agreement**”) is made effective as of the date specified in the attached Order Form (the “**Effective Date**”) by and between SponsorCX, Inc., a Delaware corporation with principal offices located at 986 West Sunrise Lane, American Fork, UT 84003 (“**SponsorCX**” or “**Company**”) and the Customer identified on the Order Form hereto (“**Customer**”). SponsorCX and Customer may be referred to as a “**Party**” and together as the “**Parties**.”

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

**1. DEFINITIONS.** Capitalized terms used herein shall have the meaning given below, or if undefined, the meaning given to them in the SponsorCX Terms of Use and Privacy Policy.

**1.1 “Affiliate”** means any entity that controls, is controlled by or under common control with a party, whereby control means the power to direct the management and policies of a party, whether through ownership of voting securities, by contract or otherwise.

**1.2 “Authorized User”** means employees and contractors of Customer that are authorized by Customer to use the Software in accordance with Section 2 and the other terms and conditions of this Agreement.

**1.3 “Customer Collaborators”** means any third party that creates and uses an account on the Service for the purpose of collaborating with Customer or its Authorized Users, e.g. Sponsors or their personnel.

**1.4 “Customer Data”** means any data provided to SponsorCX by Customer, whether provided or otherwise transmitted to the Service by Customer, Customer Collaborators or its Authorized Users. Customer Data includes any Personal Data relating to Customer, Customer’s Users, or Customer’s customers, and Customer’s Confidential Information.

**1.5 “Confidential Information”** means all trade secrets, business and financial information, software, machine and operator instructions, business methods, procedures, know-how, and other information that relates to the business or technology of either party and is marked or identified as confidential, or disclosed in circumstances that would lead a reasonable person to believe such information is confidential. Notwithstanding any failure to mark or identify it as such, the Software will be considered SponsorCX’s Confidential Information, and Customer Data will be considered Customer’s Confidential Information.

**1.6 “Documentation”** means any and all manuals, instructions and other documents and materials regarding the Software or Services that SponsorCX provides or makes available to Customer in any form or medium which describe the functionality, components, features or requirements of the Services, including any aspect of the

installation, configuration, integration, operation, use, support or maintenance thereof.

**1.7 “Fees”** means the fees payable by Customer under this Agreement for the Services as set forth on the applicable Order Form, in the amounts and subject to the payment terms set forth in the applicable Order Form.

**1.8 “Intellectual Property Rights” or “IP”** means any and all known or hereafter existing copyrights, trademarks, service marks, trade secrets, patents, patent applications, know-how, moral rights, contract rights, and other proprietary rights, and all registrations, applications, renewals, extensions, and combinations of the foregoing.

**1.9 “Order Form”** means the Order Form attached hereto as Schedule 1.

**1.10 “Personal Data”** means any information relating to an identified or identifiable natural person or household, including without limitation, a person’s full name, address, online contact information, telephone number, any persistent identifier that can be used to recognize that person over time and across different services.

**1.11 “Services”** means the Software including any implementations of the Software, and professional services, training, support, and/or other services provided by SponsorCX to Customer as described in any executed Order Form.

**1.12 “Software”** means SponsorCX’s SaaS-based sponsorship management and collaboration application and other software identified on the Order Form, and any related mobile applications, application programming interfaces, and any current or future features or ‘modules’ thereof, or updates, improvements, or modifications thereto, and any and all Intellectual Property Rights in and to the foregoing.

## **2. LICENSE GRANT; SERVICES; RESTRICTIONS.**

**2.1.1 License Grant to Customer.** Subject to Customer’s compliance with terms and conditions of this Agreement (including without limitation Customer’s obligation to pay the Fees), during the Term of this Agreement (as defined below), SponsorCX grants to Customer, a non-exclusive, non-transferable (except as

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provided in Section 14.3 (Assignment)), non-sublicenseable license for Customer and its Authorized Users and Client Collaborators to access and use the Software for Customer's internal business purposes, each in accordance with the terms of this Agreement, any applicable Order Form, any then-current or future Terms of Use and Privacy Policy available on the Software and any third party licenses incorporated in the foregoing.

**1.14 Services.** In exchange for payment and subject to the terms and conditions of this Agreement and the payment of all Fees hereunder, SponsorCX will provide Customer with all other Services, in addition to the licenses granted above.

**1.15 Rights and License to Data.** All Customer Data shall be owned by Customer and Customer hereby grants Company a license to such Customer Data for the purpose of providing the Services and in order to fulfill Company's obligations under this Agreement. Additionally, Customer agrees that SponsorCX may collect aggregated statistical data from Customer Data and in relation to Customer's use of the Software and provide such aggregated statistical data to third parties, provided that in no event shall any such aggregate data include any Personal Data, or identify Customer, or Customer's Authorized Users.

**1.16 Customer Restrictions.** Customer will not, and will not permit any other party to: (a) modify, adapt, alter, translate, or create derivative works from the Software; (c) sublicense, distribute, sell, lease, rent, loan, or otherwise transfer the Software to any third party other than as provided herein; (d) reverse engineer, decompile, disassemble, or otherwise attempt to derive the source code for, or trade secrets in, the Software, except and only to the extent that such activity is expressly permitted by applicable law notwithstanding this limitation (provided, however, that to the extent Customer intends to engage in any of the foregoing, Customer will notify SponsorCX in advance of such activity and will treat the results of such activity as Confidential Information of SponsorCX); (e) remove, alter, or obscure any proprietary notices of SponsorCX, its licensors or suppliers included in the Software; (f) use the Software for purposes of: (1) benchmarking or competitive analysis of the Software; (2) developing, using or providing a competing software product or service; or (3) any other purpose that is to SponsorCX's detriment or commercial disadvantage; (g) use the Software in any manner or for any purpose that infringes, misappropriates or otherwise violates any Intellectual Property Right or other right of any person, or that violates any applicable law; (h) bypass or breach any security device, license enforcement utility, method, or operation, or other similar protection used for or contained in the Software or Documentation; or (i) otherwise use or copy the Software except as expressly

permitted under this Section 2. For the avoidance of doubt, Customer is expressly prohibited from granting access to the Service or using the service on behalf of or for the benefit of any individual or entity that is a competitor of Company. Any breach of the restrictions set forth in this Section 2.4 shall be a material breach of this Agreement and Company may terminate this Agreement immediately upon notice to Customer.

### 3. CUSTOMER OBLIGATIONS.

**1.17 User Permissioning.** Customer shall be responsible for authorizing its Authorized Users to access and use the Service by assigning each User a unique login/password (and disabling the same when appropriate) utilizing the administrative tools within the Software. Further, Customer shall maintain the confidentiality of its Authorized Users' login/password information and notify Company immediately if it becomes aware of any unauthorized access to or use of the Services under an Authorized User's login/password or otherwise.

**1.18 Responsibility for Users.** Customer shall allow only Authorized Users to access or use the Software, prohibit the sharing of access credentials among users, and ensure that all Authorized Users comply with this Agreement and all applicable licenses and restrictions on the use of the Services.

**1.19 Customer Data Requirements.** Customer will be solely responsible for ensuring that it has all right, title, and interest in and to any Customer Data necessary to provide such Customer Data to Company for the purposes set forth herein. In the event the Parties must enter into any agreement or additional provisions to maintain compliance with Applicable Law relating to Personal Data, the Parties shall negotiate in good faith to agree to such additional terms.

**1.20 User Communications.** Customer acknowledges that, to the extent allowed by applicable law, SponsorCX may contact Authorized Users in relation to transactional issues, service outages, new product features/enhancements, and where appropriate for customer service matters.

### 4. OWNERSHIP

**1.21 Software.** The Software and all Intellectual Property Rights therein or thereto, are the exclusive property of SponsorCX or its licensors, and Customer hereby waives any claims thereto. Any rights to the Software not expressly granted to Customer hereunder are reserved by SponsorCX, its licensors and suppliers. If any open source code or third party code or other third party elements are included within the Software, they remain owned by the owners thereof and no rights (other than those granted by any applicable license) are transferred to either party herein. For the avoidance of doubt, and notwithstanding any provision to the contrary in this Agreement, this Agreement shall not be construed

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to convey to Customer any rights of ownership in and to SponsorCX's Software. The parties recognize that in the course of providing Services under this Agreement SponsorCX may make changes to the Software as a result of providing the Services, provided that SponsorCX shall not make any changes to the Software that materially diminish the features or functionality of the Software.

### 5. ORDER FORM.

**1.22 Generally.** SponsorCX shall provide the Services pursuant to the Order Form attached as Schedule 1.

**1.23 Changes.** If, in the course of an engagement, either party desires to make changes to any work specifications on any Order Form issued under this Agreement, including but not limited to changes in Software features or modules, work to be performed, delivery schedule, etc., the party desiring to make such change shall notify the other, and both parties shall agree in writing on necessary adjustments to the terms of the engagement, including but not limited to price and schedule adjustments, before any such changes are incorporated into the Order Form.

### 6. SETUP, TRAINING AND SUPPORT.

**1.24 Generally.** SponsorCX will provide reasonable setup for Customer in order to make the Software available to Customer.

**1.25 Support.** SponsorCX will provide reasonable (not to exceed five (5) hours per month) technical support to Authorized Users via email, and if provided on the Order Form, via phone. Support services shall be available during Company's regular business hours, excluding all then-current U.S. Federal holidays (should any of these days fall on a weekend, the closest day before/after the weekend will be observed).

### 7. HOSTING; DATA SECURITY.

**1.26 Hosting.** SponsorCX will manage the hosting of the Software and Customer Data uploaded thereto on a logically separate portion of SponsorCX's AWS instance (or other cloud provider designated by SponsorCX from time to time). Customer will receive the amount of storage specified on the Order Form. If Customer's storage exceeds the specified amount, Customer may (a) remove Customer Data from the Software, or (b) Customer can have the SponsorCX store and host all data and Customer will be invoiced at a reasonable rate for such storage.

**1.27** SponsorCX will use commercially reasonable efforts to make the SponsorCX System generally available 24 hours a day, 7 days a week. From time to time, however, and as may be necessary to maintain the proper operation of the SponsorCX System, SponsorCX may take the SponsorCX System or portions thereof down for repairs, upgrades or routine maintenance.

SponsorCX will use commercially reasonable efforts to minimize the impact of such operations. Without limiting the foregoing or any other provisions of this Agreement, SponsorCX will have no liability or responsibility for repair of or problems with (a) Customer-caused outages or disruptions, (b) problems due to the performance of networks or systems controlled by companies or entities other than SponsorCX, or (c) any content or services used or accessed by or with the Software other than the Services. In addition, Customer understands that although SponsorCX will use reasonable security measures, it cannot guarantee that malicious data breach attacks may still be possible, and SponsorCX will have no liability whatsoever with regard to damages or liabilities sustained by Customer or any third party as a result of any data breach, unless and to the extent such breach was caused by the negligence, willful misconduct of SponsorCX or breach of this Agreement. It is Customer's responsibility to stay current with SponsorCX's then-current minimum technical requirements for use of the Software and other Services.

### 1.28 Privacy/Security.

**(a) Security.** Taking into account the state of the art, the costs of implementation, SponsorCX's size, the nature of SponsorCX's business, and the nature, scope, context and purposes of for which any data related to identified or identifiable individuals/households ("Personal Data") will be processed, SponsorCX shall implement appropriate technical, organizational, and physical security measures to ensure a level of security appropriate to protect Personal Data from unauthorized access, use, modification, disclosure, or other processing.

**(b) Privacy.** SponsorCX shall, and represents and warrants that it does and will continue throughout the Term of the Agreement to: (i) maintain compliance with all state and federal laws, statutes, rules and regulations applicable to Personal Data processed under the Agreement ("**Data Protection Laws**"); (ii) process Personal Data solely as is reasonably necessary to perform its obligations under the Agreement and the written instructions of Customer; (iii) not sell (as defined in applicable Data Protection Laws), or disclose, use, or retain for any commercial purpose not expressly set forth in this Agreement or outside the business relationship between the parties, any Personal Data Processed by Customer hereunder; and (iv) ensure that persons authorized to process the Personal Data, including without limitation all subprocessors, are under an appropriate contractual or statutory obligation of confidentiality and security with respect to such Personal Data.

**(c) Notifications and Compliance.** SponsorCX shall notify Customer without undue delay if it becomes aware of any unauthorized use, disclosure, access to, modification or deletion of, or other processing

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of Personal Data affecting information processed by SponsorCX (“**Data Incident**”), and SponsorCX shall cooperate in any investigation, notification, or other remediation of such Data Incident. Further, SponsorCX agrees cooperate as reasonably necessary in the event any individual exercises any rights under applicable Data Protection Laws affecting information processed by SponsorCX.

### 8. FEES, PAYMENT AND TAXES.

**1.29 Generally.** Fees and payment terms shall be as set forth in the applicable Order Form. Invoices may be delivered electronically. All Fees are payable in US Dollars. Except as may be agreed in writing between the parties, all Fees and other amounts payable to SponsorCX should be submitted by check to:

SPONSORCX, Inc.  
986 West Sunrise Lane  
American Fork, UT 84003  
Attn: Jason Smith, CEO

Invoices shall be sent to Customer at the following address:

UNIVERSITY CREDIT UNION  
1500 S. Sepulveda Blvd.  
Los Angeles, CA 90025  
Attn: Megan Eisenhard, Chief Growth Officer

**1.30 Nonpayment.** Customer shall be deemed in default of this Agreement if any Fees or other invoiced amounts that are not disputed in good faith remain unpaid sixty (60) days after the invoice date. Customer must give SponsorCX notice of any dispute regarding an invoice within thirty (30) days of its receipt of such invoice, or Customer’s right to dispute that invoice shall be waived. Late payments by Customer of amounts not subject to a good faith dispute will be subject to late fees at the rate of one and one half percent (1.5%) per month, or, if lower, the maximum rate allowed by law. If a payment is late and is not subject to a good-faith dispute noticed to SponsorCX within thirty (30) days of the date of the disputed invoice, SponsorCX may suspend Services, without penalty or liability to SponsorCX, upon notice to Customer.

**1.31 Taxes.** Except as provided in an Order Form or other agreement between the parties, the Fees charged to Customer hereunder do not include any tax, including VAT, or other withholdings imposed by law on any paid or invoiced transaction through the Services, on the fees, or on Customer’s use of the Services.

### 9. WARRANTIES.

**1.32 Generally.** Each party represents and warrants to the other party that:

(a) it is duly organized, validly existing and in good standing as a corporation or other entity as represented herein under the laws and regulations of its jurisdiction of incorporation, organization or chartering;

(b) has the full right, power and authority to enter into this Agreement, to grant the rights and licenses granted hereunder and to perform its obligations hereunder;

(c) the execution of this Agreement by its representative whose signature is set forth at the end hereof has been duly authorized by all necessary corporate action of the party; and

(d) When executed and delivered by such party, this Agreement will constitute the legal, valid and binding obligation of such party, enforceable against such party in accordance with its terms.

**1.33 SponsorCX Warranties.** SponsorCX represents and warrants that during the Term of this Agreement: (a) it shall comply with all applicable laws, rules and regulations as they relate to the provision of the Services to Customer hereunder; (b) will perform the Services in a professional and workmanlike manner; and (c) the Services will conform in all material respects to this Agreement and the Documentation.

**1.34 Customer Warranties.** Customer represents and warrants that (a) it has all necessary right, title, and interest (including any necessary consents) in and to any Customer Data as may be necessary to provide such Customer Data to SponsorCX for the purposes set forth herein; and (b) Customer will comply with all applicable laws, rules, regulations, applicable to its use of the Software and Service, and provision of any Customer Data to SponsorCX or processing of such Customer Data by SponsorCX as provided hereunder.

**1.35 DISCLAIMER.** EXCEPT FOR THE EXPRESS WARRANTIES IN THIS AGREEMENT, (A) SPONSORCX HEREBY DISCLAIMS ALL WARRANTIES, EITHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE UNDER THIS AGREEMENT, (B) THE SOFTWARE AND SERVICES ARE PROVIDED “AS IS,” AND (C) SPONSORCX SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, AND FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT. SPONSORCX DOES NOT WARRANT THAT THE APPLICATION SERVICE OR ANY OTHER SERVICES PROVIDED BY SPONSORCX WILL MEET CUSTOMER’S REQUIREMENTS OR THAT THE OPERATION OF THE APPLICATION SERVICE WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT ALL ERRORS WILL BE CORRECTED.

### 2. INDEMNIFICATION.

**2.1 “Losses”** means losses, liabilities, damages, fines, penalties, settlements, judgments, costs and expenses, including reasonable attorneys’ fees and expert fees, and interest (including taxes) arising out of a third party claim.

**2.2 Indemnity by SponsorCX.** SponsorCX will indemnify, defend and hold harmless Customer and Customer's officers, directors, employees, successors and assigns (the "**Customer Indemnified Parties**") from and against, any Losses suffered, incurred or sustained by a Customer Indemnified Party or to which a Customer Indemnified Party becomes subject, resulting from, arising out of, or relating to a) allegations or claims that the SponsorCX Software violates the US IP rights of any third party; or b) SponsorCX's breach of its representations or warranties under this Agreement, or its obligations under Section 7 (Hosting; Data Security) or 13 (Confidentiality).

**2.3 Remedies for Infringement.** Should any IP owned by, licensed to, or provided to Customer by SponsorCX ("**SponsorCX IP**") become or, in SponsorCX's opinion, be likely to become the subject of any infringement claim, SponsorCX shall have the right, at its sole discretion and at its expense, to either procure for Customer the right to continue using or receiving the SponsorCX IP, replace or modify the SponsorCX IP so it becomes non-infringing (with substantially similar features and functionality), or remove the allegedly-infringing SponsorCX IP and provide Customer a refund of the Fees. THIS SECTION 10 STATES SPONSORCX'S ENTIRE LIABILITY, AND CUSTOMER'S SOLE AND EXCLUSIVE REMEDY FOR INTELLECTUAL PROPERTY RIGHTS CLAIMS RELATING TO OR ARISING OUT OF ANY SPONSORCX IP, OTHER THAN THE INDEMNIFICATION OBLIGATIONS SET FORTH HEREIN SHOULD SPONSORCX FOREGO THIS RIGHT. SponsorCX shall have no obligation to Customer for indemnification with regard to any claim of infringement to the extent that the SponsorCX IP infringement claim or allegation is based on: (1) a modification made by an entity other than SponsorCX or its designee; (2) a violation by Customer of this Agreement; (3) the inclusion by Customer of any Customer Data or third-party IP in any SponsorCX IP if the claim would not have arisen but for such modification, violation or inclusion of Customer Data or third-party IP respectively.

**2.4 Indemnity by Customer.** Customer will indemnify, defend and hold harmless Customer and Customer's officers, directors, employees, successors and assigns (the "**Customer Indemnified Parties**") from and against, any Losses suffered, incurred or sustained by a Customer Indemnified Party or to which a Customer Indemnified Party becomes subject, resulting from, arising out of, or relating to Customer's breach of its representations or warranties under this Agreement, or its obligations under Sections 2.4 (Customer Restrictions), 3 (Customer Obligations), 13 (Confidentiality), or 14.1 (Compliance with Laws).

**2.5 Indemnification Procedures.** If any third-party claim is commenced against a person or entity entitled to indemnification under this Section (the "**Indemnified Party**"), notice thereof shall be given to the party that is

obligated to provide indemnification (the "**Indemnifying Party**") as promptly as practicable. If, after such notice, the Indemnifying Party will acknowledge that this Agreement applies with respect to such claim, then the Indemnifying Party will be entitled, if it so elects, in a notice promptly delivered to the Indemnified Party, but in no event less than ten (10) business days prior to the date on which a response to such claim is due, to immediately take control of the defense and investigation of such claim, at the Indemnifying Party's sole cost and expense. The Indemnified Party will cooperate, at the cost of the Indemnifying Party, in all reasonable respects with the Indemnifying Party and its attorneys in the investigation, trial and defense of such claim and any appeal arising therefrom; provided, however, that the Indemnified Party may, at its own cost and expense, participate, through its attorneys or otherwise, in such investigation, trial and defense of such claim and any appeal arising therefrom. No settlement of a claim that involves a remedy other than the payment of money by the Indemnifying Party will be entered into without the consent of the Indemnified Party. After notice by the Indemnifying Party to the Indemnified Party of its election to assume full control of the defense of any such claim, the Indemnifying Party will not be liable to the Indemnified Party for any legal expenses incurred thereafter by such Indemnified Party in connection with the defense of that claim. If the Indemnifying Party does not assume full control over the defense of a claim subject to such defense as provided in this Section, the Indemnified Party will have the right to defend the claim in such manner as it may deem appropriate, at the cost and expense of the Indemnifying Party.

**10. LIMITATION OF LIABILITY.** TO THE GREATEST EXTENT PERMISSIBLE UNDER APPLICABLE LAW, EVEN IF SPONSORCX HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES: (1) IN NO EVENT WILL SPONSORCX BE LIABLE FOR ANY CONSEQUENTIAL, INDIRECT, EXEMPLARY, SPECIAL, OR INCIDENTAL DAMAGES, OR FOR ANY LOST DATA, LOST PROFITS OR COSTS OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, ARISING FROM OR RELATING TO THIS AGREEMENT, HOWEVER CAUSED AND UNDER ANY THEORY OF LIABILITY (INCLUDING NEGLIGENCE), AND (2) NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, EXCEPT FOR SPONSORCX'S INDEMNITY OBLIGATIONS UNDER SECTION 10, SPONSORCX'S TOTAL CUMULATIVE LIABILITY IN CONNECTION WITH THIS AGREEMENT AND THE SOFTWARE, WHETHER IN CONTRACT OR TORT OR OTHERWISE, SHALL NOT EXCEED THE FEES PAID OR PAYABLE BY CUSTOMER IN THE 12 MONTHS PRIOR TO THE EVENT(S) GIVING RISE TO SUCH LIABILITY. Customer acknowledges that this clause reflects the allocation of risk set forth in this Agreement and that SponsorCX would not enter into this Agreement without these limitations on its liability, and Customer agrees that these limitations will apply notwithstanding any failure of essential purpose of any limited remedy.

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### 11. TERM AND TERMINATION.

**2.6 Term.** Unless earlier terminated as provided in this Agreement, the term of each Order Form shall be as set forth in such Order Form (each such period, the “**Term**”). Upon expiration of the Initial Term or any Renewal Term, the Agreement shall renew for successive 1 year periods (each a “**Renewal Term**”), unless earlier terminated as provided in this Agreement.

### 2.7 Termination.

**(a) Mutual Termination Rights.** Either Party may terminate this Agreement at the end of the Term by providing written notice of termination no less than 30 days prior to the end of the then-current Term. Additionally, either party may terminate this Agreement or any Order Form upon written notice of termination if the other party: (1) defaults in the performance of any material requirement or obligation created by this Agreement, or breaches any material provision of this Agreement, which default or breach is not cured within thirty (30) days following the defaulting party’s receipt of written notice of default or breach; (2) ceases doing business in the normal course; (3) is the subject of any state or federal proceeding (whether voluntary or involuntary) relating to its bankruptcy, insolvency or liquidation that is not dismissed within ninety (90) days; or (4) makes an assignment for the benefit of creditors or a receiver is appointed for a substantial part of the other party’s assets. If SponsorCX terminates this Agreement as set forth above, then all Order Forms to this Agreement shall also immediately terminate. Either party may terminate this Agreement immediately upon written notice if the other party, in any manner, breaches Section 13 (Confidentiality).

**(b) Termination by SponsorCX.** Notwithstanding Section 12.2(a), SponsorCX may suspend performance immediately and the cure period shall be reduced to ten (10) days if the breach is a late payment by Customer, or caused by a violation of Section

**(c) Effects of Termination.** Upon expiration or termination of this Agreement for any reason: (a) any amounts owed to SponsorCX under this Agreement prior to such termination or expiration will be immediately due and payable; (b) all licensed rights granted to Customer in this Agreement will immediately cease to exist; and (c) Customer will promptly discontinue all use of the Software and Services. Upon the effective date of termination, the obligation of SponsorCX to provide the Services and access to the Software shall cease. Customer agrees that (i) all fees for Services performed, and all related expenses incurred, shall accrue through the effective date of termination

**(d) Survival.** Sections 1, 2.2, 2.4, 4, 8, 9, 10, 11, 12.2(c)-(d), 13 and 14, as well as any payment obligations outstanding as of termination, will survive

termination of this Agreement for any reason.

### 12. CONFIDENTIALITY.

**2.8 Protection.** The party receiving Confidential Information (“**Receiving Party**”) from the other party (“**Disclosing Party**”) will not use any Confidential Information of the Disclosing Party for any purpose not expressly permitted by this Agreement, and will disclose the Confidential Information of the Disclosing Party only to the employees or contractors of the Receiving Party who have a need to know such Confidential Information for purposes of this Agreement and who are under a duty of confidentiality no less restrictive than the Receiving Party’s duty hereunder. The Receiving Party will protect the Disclosing Party’s Confidential Information from unauthorized use, access or disclosure in the same manner as the Receiving Party protects its own confidential or proprietary information of a similar nature and with no less than reasonable care. Notwithstanding any other provisions of this Agreement, the Receiving Party’s obligations under this Section 13 with respect to any Confidential Information that constitutes a trade secret under any applicable Law will continue until such time, if ever, as such Confidential Information ceases to qualify for trade secret protection under one or more such applicable Laws other than as a result of any act or omission of the Receiving Party or any of its Representatives.

**2.9 Exceptions.** The Receiving Party’s obligations under Section 13.1 above with respect to any Confidential Information of the Disclosing Party will terminate if and when the Receiving Party can document that such information: (a) was already lawfully known to the Receiving Party without restriction at the time of disclosure by the Disclosing Party; (b) is disclosed to the Receiving Party by a third party who had the right to make such disclosure without any confidentiality restrictions; (c) is, or through no fault of the Receiving Party has become, generally available to the public; or (d) is independently developed by the Receiving Party without access to, or use of, the Disclosing Party’s Confidential Information. In addition, the Receiving Party may disclose Confidential Information of the Disclosing Party to the extent that such disclosure is: (i) approved in writing by the Disclosing Party, (ii) necessary for the Receiving Party to enforce its rights under this Agreement in connection with a legal proceeding; or (iii) required by law or by the order of a court or similar judicial or administrative body, *in which case* the Receiving Party will notify the Disclosing Party of such required disclosure in writing prior to making such disclosure and will cooperate with the Disclosing Party, at the Disclosing Party’s reasonable request and expense, in any lawful action to contest or limit the scope of such required disclosure.

### 13. GENERAL PROVISIONS.

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### **2.10 Compliance with Laws and Regulations.**

Customer will comply with all applicable laws and regulations concerning Customer's use or sublicensing of the Software, including without limitation all applicable data privacy laws and regulations. Customer will not use or make the Software available outside the United States or Canada unless express written permission is granted by SponsorCX with regard to each country. Customer agrees to defend, indemnify and hold harmless SponsorCX from and against any violation of any applicable laws or regulations by Customer or any of its agents, officers, directors or employees.

**2.11 Audits and Inspections.** SponsorCX will have the right, upon reasonable prior written notice to Customer and at a mutually agreeable time and place (but no more than thirty (30) days after notice from SponsorCX), to have an independent audit firm selected by SponsorCX review Customer's relevant records and inspect Customer's facilities to verify compliance with the terms and conditions of this Agreement including without limitation as related to Customer's use of the services on behalf of unauthorized parties (an "**Inspection**"). Any such Inspection will be conducted during normal business hours in a manner so as not to unreasonably interfere with Customer's normal operations, and SponsorCX will maintain any records or other information obtained as the result of an Inspection as Confidential Information of Customer. The Inspection will be conducted at SponsorCX's expense, unless the Inspection reveals that Customer has failed to materially comply with the terms and conditions of this Agreement, in which case Customer will reimburse SponsorCX for all reasonable costs and expenses incurred by SponsorCX in connection with such audit.

**2.12 Assignment.** Neither party may assign or transfer, by operation of law or otherwise, any of its rights under this Agreement to any third party without the other party's prior express written consent, which may be withheld in such party's sole discretion. Any attempted assignment or transfer in violation of the foregoing will be null and void. Notwithstanding the foregoing, SponsorCX will have the right to assign this Agreement to any successor to its business or assets to which this Agreement relates, whether by merger, sale of assets, sale of stock, reorganization or otherwise.

**2.13 Notices.** All notices, consents, and approvals under this Agreement that are to be sent to SponsorCX must be delivered in writing by email to [admin@sponsorcx.com](mailto:admin@sponsorcx.com) or fax (both of which are not deemed delivered until confirmation of receipt is obtained from the intended recipient), courier, or certified or registered mail, (postage prepaid and return receipt requested) to the address specified in section 8.1 above, attn.: CEO (or other address as may be specified by a party from time to time upon written notice to the other), and will be effective upon receipt or three (3)

business days after being deposited in the mail as required above, whichever occurs sooner.

**2.14 Governing Law and Dispute Resolution.** This Agreement will be governed by and interpreted in accordance with the laws of the State of Utah without reference to its choice of law rules,. The Parties hereby agree to submit all controversies, claims and matters of difference arising under or in connection with this Agreement to binding arbitration in accordance with the Federal Arbitration Act (9 U.S.C. § 1, et seq.) ("Arbitration Act") and the Commercial Arbitration Rules ("Rules") of the American Arbitration Association (the "AAA"). Without limiting the generality of the foregoing, the following shall be considered controversies for this purpose: (a) all questions relating to the interpretation or breach of this Agreement, (b) all questions relating to any representations, negotiations, or other proceedings leading to the execution of this Agreement, and (c) all questions as to whether the right to arbitrate any such question exists. Notwithstanding the foregoing, each Party shall have the right to seek and obtain such temporary or preliminary injunctive relief from a court of competent jurisdiction to which it may be entitled pending a final determination by arbitration of the dispute to which the relief relates.

**2.15 Remedies.** Except as otherwise expressly provided in Section 9, the parties' rights and remedies under this Agreement are cumulative. Customer acknowledges that the Software contains valuable trade secrets and proprietary information of SponsorCX, that any actual or threatened breach of Customer's obligations with regard to exercising its license or right to grant sublicenses hereunder, or its confidentiality obligations hereunder, would result in immediate, irreparable harm to SponsorCX for which monetary damages would be an inadequate remedy, and that injunctive relief is an appropriate remedy for such breach and is to be made available to SponsorCX without the requirement of posting bond. If any legal action is brought to enforce this Agreement, the prevailing party will be entitled to receive its attorneys' fees, court costs, and other collection expenses, in addition to any other relief it may receive.

**2.16 Force Majeure.** Except with respect to payment obligations hereunder, if a Party is prevented or delayed in performance of its obligations hereunder as a result of circumstances beyond such Party's reasonable control, including, by way of example, war, riot, fires, floods, epidemics, or failure of public utilities or public transportation systems, such failure or delay will not be deemed to constitute a material breach of this Agreement, but such obligation will remain in full force and effect, and will be performed or satisfied as soon as reasonably practicable after the termination of the relevant circumstances causing such failure or delay, provided that if such Party is prevented or delayed from

## SponsorCX Master Services Agreement

performing for more than ninety (90) days, the other Party may terminate this Agreement upon three (3) days' written notice.

**2.17 Headings.** Section headings in this Agreement are included for convenience only and shall not affect the interpretation of the provisions in this Agreement.

**2.18 Waivers.** Any waiver or failure to enforce any provision of this Agreement on one occasion will not be deemed a waiver of any other provision or of such provision on any other occasion.

**2.19 Severability.** If any provision of this Agreement is held by a court of competent jurisdiction to be unenforceable, such provision will be changed and

interpreted to accomplish the objectives of such provision to the greatest extent possible under applicable law and the remaining provisions of this Agreement will continue in full force and effect.

**2.20 Counterparts.** This Agreement may be executed in counterparts, each of which will be considered an original, but all of which together will constitute the same instrument.

**2.21 Entire Agreement.** This Agreement, including the exhibits hereto, constitutes the entire agreement between the parties regarding the subject hereof and supersedes all prior or contemporaneous agreements, understandings, and communication, whether written or oral.

[SIGNATURE PAGE FOLLOWS]



**IN WITNESS WHEREOF**, the Parties, by their authorized representatives, have entered into this Agreement as of the Effective Date.

Client	SponsorCX, Inc.
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

**SCHEDULE 1**

**ORDER FORM**

<b>Customer Legal Name:</b>	
<b>Address:</b>	
<b>Address:</b>	
<b>Attn:</b>	

1. **Licensed Software:** The following software and features are licensed hereunder:

☒ Brand Product: Usage of the sponsorship management software (Property Asset Management, Mobile).

2. **Fees\*** (in US Dollars unless otherwise specified):

Product (Annual Invoicing)	Product Details

3. **Invoicing:**

☒

4. **Term:**

5. **Payment Schedule:**

a.

6. **Pricing Notes:**

a.