

PEOPLEVINE LICENSE AGREEMENT

1. Grant of License; Product; Permitted Uses.

In consideration for Client's prompt payment and prompt performance of the terms and conditions set forth herein, PeopleVine ("PV") grants to Client a world-wide, non-exclusive, non-transferable, limited license and right to use the Product during the Term defined herein for the uses identified herein.

a. The Product that is licensed to Client consists of the following:

- * Product Name/Identifier: **PeopleVine License**
- * Version No.: **Version 2.0**
- * Specific Terms: **As detailed in the client's Statement of Work**

b. Client will be entitled to use the licensed Product for the following permitted uses:

Client may use the Product in any manner that is not expressly restricted by this Agreement, in any manner that is not in violation of any other Agreement between Client and PV or its affiliates, and in any way that is not in violation of any applicable law, regulation or ordinance. Any change to the permitted uses must be made in writing and must be signed by both parties.

c. Use of the licensed Product is expressly subject to the restrictions, in addition to any other rights, restrictions or remedies provided herein:

- * Client may not re-license nor authorize any other party to use the licensed Product;
 - * Client may not, directly or indirectly, authorize or permit the co-branding or re-selling of the licensed Product without PV's express written permission in advance; and
 - * Client may not copy, repackage and/or distribute the licensed Product.
- In the event of the Client's breach of the terms of use or conditions contained in this Agreement, PV may temporarily or permanently suspend use of the licensed Product or terminate the license granted to Client, and in such event Client agrees to promptly cooperate in all respects during the period of suspension or in the event of termination.

d. Customization: In the event that the license granted herein is an open source license whereby Client is permitted to view PV's code and to customize one or more elements, the parties expressly agree that neither the permission to customize the Product nor the customization of the Product in any way limits or restricts the terms and conditions (including, for example, ownership, licensing fee, terms of use, etc.) set forth in this Agreement or the rights and remedies available to PV. Further, Client understands that the standard support provided by PV under this agreement does not include support of the customizations that are made by Client; support for the Client's customizations will be billed at an hourly rate consistent with PV's hourly charges or based on a fixed fee billing to be determined by PV and Client.

2. Term; Extensions; Termination.

- a. The Term means the period commencing on the first day that the licensed Product is available for and is capable of use by Client and continuing for one anniversary year.
- b. The Term will be automatically extended from time to time for successive 1 year periods unless Client or PV provides written notice to the other of the desire to discontinue this License Agreement not less than sixty (60) days prior to the end of the Term (or renewal period, as

the case may be). *NOTE: If the Term is extended, the frequency of payment(s) will remain the same as set forth herein (e.g., monthly, quarterly, annually), unless otherwise expressly agreed between the parties.*

- c. Either party may immediately terminate this Agreement upon delivery of written notice to the other upon the following events:
 - i. Termination by PV for cause: Notwithstanding anything else contained herein, PV may terminate this Agreement and discontinue the Term of the license due to Client's material breach of a payment or performance term, if PV has made demand upon Client for payment and/or performance at least five (5) business days prior to notice of termination and Client has not cured the breach. In the event of termination by PV for cause, Client will remain liable for and shall promptly pay all amounts due to PV for all services performed by PV and all costs incurred by PV that are recoverable under the terms of this Agreement, and also for any damages caused by Client's breach or to which PV is otherwise entitled at law or in equity.
 - ii. Termination by Client for cause: Client may terminate this Agreement and discontinue the Term of the license due to PV's material breach of performance, if Client has made demand upon PV for performance at least five (5) business days prior to notice of termination and PV has not cured the breach, and if Client promptly returns to PV all materials related to the licensed Product and ceases its use of the licensed Product. In the event of termination, Client shall be entitled to all Client data and Client's customer data, and Client shall be entitled to damages caused by PV's breach (except as limited herein).
- d. **Limitation on Liability.** Under no circumstances will either party be liable to the other party for any indirect, special or consequential or punitive damages, including loss of profits, revenue, data, or use incurred by any party, whether in an action in contract, breach of warranty or tort, even if such party has been advised of the possibility of such damages. In no event shall either party's liability to the other for any cause of action, whether in contract or in tort, exceed \$50,000 (except for the obligation to pay fees and expenses under this Agreement).

3. Fee; Expenses; Payment.

PV will be paid a monthly fee as follows:

- a. The licensing fee will be paid as designated in Schedule B (below) and may adjust based on the level of TouchPoints required. A development, design and/or integration fee will be charged as designated in Schedule B (below) based on the work proposed. The development, design and/or integration fee is fully earned when due and non-refundable when paid.
- b. Client's payment is due and must be received on or before the 5th day of each month [change if the fee is paid quarterly or annually]. Late payment, if accepted by PV, will be subject to a late fee equal to five percent (5%) per 30 day period, if any penalty exceeds State law then the amount charged will be equal to the maximum allowable rate by State law; acceptance of a late payment on one occasion does not constitute a waiver of PV's right to reject a late payment on any subsequent occasion.
- c. In addition to the integration fee, PV will invoice Client from time to time during the Term for certain non-recurring expenses, such as, but not limited to, incremental support, hardware, custom development, travel/transportation, and other expenses based on PV's then applicable rates [current rates are attached hereto or provided upon Client request]. Invoices are due

and payable not later than thirty (30) days after delivered to Client; failure to pay invoices when due is a default hereunder.

- d. Client agrees to notify PV as soon as possible, but not later than ten (10) days after receipt of Invoice concerning any item disputed by Client, and such disputed items are waived in the event that notice is not timely provided. Payment for all undisputed amounts will be timely made, and PV and Client will cooperate to resolve any disputed item within five (5) business days following notice from Client.
- e. Client agrees to reimburse PV for all costs (including reasonable attorneys' fees) incurred in connection with the enforcement of the performance and payment terms of this Agreement.
- f. PV agrees to reimburse Client for all costs (including reasonable attorney's fees) incurred in connection with in the event of failure to deliver the items outlined in this agreement.
- g. Client is responsible for all sales taxes, use taxes and any other similar taxes and/or charges of any kind imposed by any federal, state or local governmental entity on the transactions contemplated by this Agreement, excluding taxes solely based upon income derived by PV hereunder.
- h. Where applicable by state law, Client agrees that any recurring licensing fees may increase by up to ten (10) percent each twelve (12) month anniversary.

4. PV's Right To Conduct Audit/Inspection.

- a. As a condition of the grant of license, PV shall have the right to conduct an audit or inspection of the Client's use of the Product, annually, to ensure that the Client's usage is consistent with the terms of this Agreement, including compliance with the number of approved licenses issued and that Client has not permitted the use of the Product beyond the permitted scope and terms of use. Inspection or audit, as the case may be, will be by an authorized agent of PV or by an outside professional selected by PV, in which case such third party will be supervised by one of PV's authorized agents.
- b. Client agrees to cooperate by providing access to such equipment and information (including access to internal or external databases, etc.) as may be necessary to accomplish the requested inspection. PV and any third party professional retained for this purpose will confirm in writing at the time of the inspection or audit to maintain the confidential nature of the information viewed and obtained, subject to the use of the information consistent with the purposes and enforcement of this Agreement.
- c. If Client has used or is using the licensed Product in violation of this Agreement (such as, by way of example only, additional users, additional CPUs, etc.), then in such event the Client agrees to immediately pay to PV fees for such past or present usage and immediately pay to PV the fees and costs incurred in conducting the inspection. PV reserves the right to terminate Client's use of the licensed Product, in addition to any other remedy available at law or in equity.

5. Infringement; Defense Of PV's Interest.

- a. The parties shall cooperate from time to time during and after the Term by providing timely and comprehensive notice of any suspected, threatened or actual infringement of the licensed Product or part thereof. In consideration of Client's prompt payment and prompt performance

of the covenants of this Agreement, PV agrees to pursue or defend, as the case may be, any infringement claims pertaining to the licensed Product, at PV's expense. Client agrees to cooperate with all reasonable requests by PV and its agents for information, testimony, etc.

- b. Client agrees that it will at all times accurately represent to others PV's interest in the licensed Product and that Client will not take any action that would misrepresent to others PV's ownership of the licensed Product or interfere with the PV's interest. If requested, Client agrees to execute and permit the filing of a UCC-1 Financing Statement with such local, state or federal agencies as PV and its counsel determine from time to time in their sole discretion. The cost of such filing(s), if any, shall be borne by PV.

6. Tradenames; Trademarks.

- a. The use of Client tradenames or trademarks in connection with the licensed Product shall not in any way affect PV's ownership of the licensed Product or the enforcement of the terms of this Agreement.
- b. PV reserves the right to identify PV's interest in the licensed Product in a manner that is conspicuous and identifiable to third parties.

7. Survival; Conflict With Other Agreements.

The payment and performance covenants herein shall survive the termination of the Term. In the event that the parties have entered into other agreements which conflict with the terms of this Agreement, the terms of this Agreement will control during the Term.

8. Relationship Between Parties.

This Agreement does not create a joint venture, partnership or other association between PV and Client. Neither party has the power to direct and control the day-to-day activities of the other, or of the other's employees. Neither party has the power to bind the other to any contract, payment or obligation without the express prior written consent of the other.

9. NON-SOLICITATION OF PV OR ALLIANCE CREATIVE GROUP EMPLOYEES, INDEPENDENT CONTRACTORS, OTHERS.

Client agrees that during the Term and for a period of twenty (20) months following the termination of this Term, regardless of the reason, the Client will not, directly or indirectly, for the Client or for any other person or entity, do any of the following:

- a. solicit or divert, or attempt to solicit or divert, from PV or any PV affiliate, any vendor or supplier with whom PV is then engaged in business for the purpose of causing such other to cease doing business with PV; or
- b. induce or cause, or attempt to induce or cause, any person or entity (such as, but not limited to, a salesperson, distributor, supplier, vendor, manufacturer, representative, agent, owner, officer, full or part-time employee, or other person transacting business with PV or any affiliate of PV) to terminate or modify his/her/its relationship or association with PV; or
- c. without limiting the scope of (b) above, induce or cause, or attempt to induce or cause, any person who is then working with PV as an employee or independent contractor to become employed in a full-time, part-time or independent contractor capacity with Client

to perform the same work or services for Client that such person is then performing for PV.

10. PV's Responsibilities And Warranties.

- a. PV warrants that it will not take any action that would prevent the Client from using the licensed Product for the purposes and subject to the restrictions provided in this Agreement.
- b. Except as otherwise provided herein, PV warrants that it has the legal right to convey to Client a license and right to use the Product for the purposes and subject to the restrictions provided in this Agreement.
- c. PV warrants that its performance under this Agreement, including, but not limited to its production of tangible or intangible products for Client, will not infringe upon or violate the rights of any third-party.
- d. PV covenants and agrees to comply with all applicable federal, state and local laws and regulations relating to the performance of services under this Agreement.
- e. PV warrants that it will support the licensed Product as delivered (and as upgraded by PV), but PV does not warrant that it will support the licensed Product if it has been modified by a third-party or by the Client (whether through specific customizations or otherwise).
- f. PV will use commercially reasonable efforts to respond to all client issues that are reported to PV from time to time during the Term.
- g. Except as set forth above, PV does not make any warranties of any kind, either expressed or implied, including, without limitation, (i) warranties of merchantability or fitness for a particular purpose, (ii) warranties as to the results that Client may achieve from use of the Product, or (iii) warranties as to the functionality or utility of any software or hardware owned by or leased by Client.

11. Client Obligations And Warranties.

- a. Client warrants that it is in good standing in the jurisdiction of its organization, that the person executing this Agreement for Client has full power and authority to do so, and that this Agreement does not violate any other contract or agreement to which it is bound.
- b. Client warrants that it is the legal owner and has full right to use any intellectual property, including, but not limited to, logos, trademarks, and materials, which Client transmits to PV to be incorporated into or used in conjunction with the Product.
- c. Client warrants that it has requested this Agreement and the license granted herein, and accepts same, solely for Client and that Client is not acting as agent for an undisclosed principal.
- d. Client will provide access and information to PV to assist PV in performing its responsibilities during the Term and will reasonably work with PV in resolving Client issues as they may arise, which includes providing and maintaining a primary Client contact for PV.

12. Privacy, Data Collection, Confidential and Proprietary Information.

- a. In the course of the negotiation of this Agreement and during the Term, either party may have and may continue to provide the other with confidential and propriety information, including, by way of example only, business documentation and plans, design ideas, ideas and concepts for future projects, and other information related to the party's business or to the licensed Product. Confidential information should be marked 'confidential' by stamp or other legend, or may be contained in communications that identify the communication and the information contained or attached as confidential. All such confidential information is the sole property of the party supplying that information and will only be disclosed to others who have a need to know such information for purposes of performance under this Agreement. Each party will use reasonable measures and precautions to maintain the confidentiality of all confidential information provided to it by the other, including at least the minimum protections which the party employs in regard to its own confidential and proprietary information. Each party represents and warrants to the other that it has implemented and maintains reasonable security measures to protect against the loss, misuse and alteration of information under its control.
- b. The parties agree that the terms of this Agreement, including the fees charged, are confidential information and will not be disclosed to others, except insofar as disclosure is necessary by either party to enforce the terms hereof or in response to a properly served subpoena in a pending case, and then only after reasonable advance notice to the other of the intention to produce this Agreement in compliance with the subpoena.
- c. If the licensed Product involves the collection or use of third party personally identifiable consumer information, then each party agrees to comply with all applicable federal and state privacy and data protection laws and regulations established for the collection, storage, use and dissemination of such information. Toward that end, the parties agree (i) to cooperate to ensure that individual consumer information will not be shared or made available to any third party, (ii) to ensure that consumer data is not used for any purposes other than as provided in this Agreement, including the Project description, and (iii) to require others with whom they contract or whom they employ maintain reasonable security measures to protect against the loss, misuse and alteration of consumer information under such person's or entity's control.

13. Indemnification And Hold Harmless.

- a. Each party agrees to hold the other party (and its respective officers, owners, directors and employees) harmless from and indemnify them against any claim made against the indemnified party that arises from the indemnifying party's acts and omissions. This indemnification shall not relieve a party from responsibility for its own acts or omissions, whether in the course of performance of this Agreement or otherwise. Each party will reasonably and timely cooperate with the other in connection with any claim, threatened claim or suspected claim that may be subject to this provision, including by providing information available to the party. The failure to cooperate will be a material breach of this Agreement and if an indemnifying party fails to cooperate, then the indemnified party shall be entitled to retain counsel and defend or otherwise deal with the claim(s) and shall be entitled to prompt reimbursement for any and all fees and costs associated with same (including, without limitation, attorney's fees and all defense costs). This provision will survive the completion of services or termination of this Agreement, regardless of the reason for termination.
- b. Specific Indemnification of PV For Liability Arising Out Of Client's Commercial And Other Activities [Including Use Of The Product]: Included within the indemnification provisions of subsection (a) above is the Client's specific agreement to indemnify and hold PV (and its officers, owners, directors and employees) harmless from any claim, obligation, or payment arising out of the use of information and materials provided to PV by or for Client for customization of code or for any other purpose, or arising out of the Client's operation of the licensed Product. By way of example only, if this Agreement provides for open source code so that Client is permitted to engage in its own customization of the code for

the Product, infringement by Client's actions on the protected rights of others is the responsibility of the Client. Client agrees to review its use of information, materials and concepts as necessary from time to time. PV has no responsibility to research and determine such matters.

14. General Provisions.

- a. **Governing Law; Venue; Jurisdiction; Prevailing Party Recovery.** This Agreement will be construed under the laws of Illinois, without reference to conflict of law principles. Actions brought to enforce this Agreement will be brought in the federal and state courts located in Chicago, Cook County, Illinois, and each party expressly consents to jurisdiction in such courts. In any action concerning this Agreement, the prevailing party is entitled to recover its attorneys' fees, expert and other witness fees, court and deposition transcript and reporter costs, and all other costs of the action, in addition to any other equitable or legal relief awarded.
- b. **Entire Agreement.** This Agreement, including any attachments or addenda, constitutes the entire Agreement between the parties concerning this transaction, replacing all previous oral or written communications, representations, understandings, and negotiations between the parties or their representatives. No representations or statements of any kind made by either party, which are not expressly stated in this Agreement, are binding on such parties.
- c. **Written, Signed Amendments Only; Delay Not A Waiver.** No waiver, amendment or modification of any provision of this Agreement is effective unless in writing and signed by a duly authorized representative of the party against whom such waiver, amendment or modification is sought to be enforced. No failure or delay by a party in exercising any right, power or remedy under this Agreement, on one occasion, shall operate as a waiver of any such right, power or remedy on any continued or subsequent occasion.
- d. **Notices.** Any notice required or permitted by this Agreement is deemed given (a) if sent by email with a copy sent by fax (with confirmation of transmission) or a copy sent by U.S. Mail, first class, within 24 hours following the email service, or (b) by U.S. Mail, first class, certified, return receipt requested. Notice will be to the email, fax and/or address for each party shown below their signatures or to such other email or address as the party may provide to the other in accordance with this notice provision. Notice served by email in the manner provided will be effective on the next business day following the date of email delivery, and notice served by U.S. Mail shall be effective on the second business day following the date of mailing.
- e. **Force Majeure.** In the event that a party is unable to perform any of its obligations under this Agreement because of any Act of God, strike, fire, flood, governmental acts, orders or restrictions, Internet system unavailability, system malfunctions or any other reason where failure to perform is beyond the reasonable control and not caused by the negligence of the non-performing part, the party who has been so affected shall give notice immediately to the other party, shall be excused from performance until the earliest time during which performance can be accomplished, and shall use its reasonable best efforts to resume performance.
- f. **Assignability & Binding Effect.** PV may transfer or assign this Agreement or its rights and obligations hereunder, directly or indirectly without permission as long as the contracted work and service are not affected. Client may only transfer or assign this Agreement or its rights and obligations hereunder, directly or indirectly, to another person or entity with the express prior written permission of PV.
- g. **If Certain Sections Determined Invalid.** If any provision of this Agreement is held by a court of competent jurisdiction to be invalid under any applicable statute or rule of law,

then the provision or part thereof that is determined to be invalid will instead be construed and enforced to the fullest extent of the law, so as to avoid the invalidity or unenforceability of the provision or part to the extent possible. In any case, in the event that a provision or part thereof is determined to be invalid and is incapable of being reformed, then the remaining provisions of this Agreement will remain in full force and effect, unless the deletion of those provisions or parts thereof would result in such a material change to the Agreement that its completion would be impossible or unreasonable.

- h. **Publicity.** PV or its parent company, Alliance Creative Group, may publish, release or publicize in any medium, print or electronic, including but not limited to PRs, social media posts and in marketing materials, general information about the client's statement of work and/or the existence or contents of the relationship between the Parties.
- i. **Counterpart Signatures.** This Agreement may be executed in two (2) or more counterparts with the same effect as if signatures to all such counterparts were upon the same instrument, and all such counterparts shall constitute but one (1) instrument.

ACKNOWLEDGEMENT

THIS AGREEMENT SHALL BE CONSTRUED WITHOUT REGARD TO THE PARTY OR PARTIES RESPONSIBLE FOR ITS PREPARATION. ANY AMBIGUITY OR UNCERTAINTY SHALL NOT BE INTERPRETED OR CONSTRUED AGAINST EITHER PARTY. EACH OF THE PARTIES UNDERSTANDS THE SAME AND UNDERSTANDS THE LEGAL OBLIGATIONS THEREBY CREATED.

Client

By: _____

Its: _____

Date of Signature: _____

Email and/or postal address for notice:

Company Name _____

Attn: _____

Email: _____

Address: _____

PEOPLEVINE

By: _____

Its: _____

Date of Signature: _____

Email and/or postal address for notice:

PeopleVine

Attn: Jordan Gilman

Email: info@PeopleVine.com

Address: 1165 N. Clark St 7th floor

Chicago, IL. 60610