

Master Service and Subscription Agreement

This Master Services and Subscription Agreement (“Agreement”) is made effective this ____ day of _____, 20____ between Arrowlytics, LLC, a North Carolina limited liability company with offices at 4601 Park Road Suite 500, Charlotte, NC 28209 (“Arrowlytics”), and _____ a _____ with offices at _____ (“Licensee”).

This Agreement sets forth the terms and conditions under which Licensee desires to engage Arrowlytics to provide certain software applications and related services (collectively, the “Services”). Licensee’s access to and use of the Services shall constitute acceptance of the terms and conditions of this Agreement.

NOW THEREFORE, in consideration of the above premises and the mutual promises set forth below and subject to the terms and conditions hereof, the parties hereto agree as follows:

1. LICENSED DELIVERABLES. For purposes of this Agreement, the term “Licensed Deliverables” shall mean any and all of the following:

(a) DERIVATIVE WORK. The term “Derivative Work” means a revision, enhancement, modification, translation, abridgment, condensation or expansion of any Licensed Deliverable or any form in which any Licensed Deliverable may be recast, transferred, or adapted.

(b) INFORMATION. The term “Information” means information resulting from the use of any or all of the Licensed Deliverables; provided, however, “Information” shall not include any information or data resulting from use of any or all Licensed Deliverables by patients of Licensee.

(c) LICENSED MATERIALS. The term “Licensed Materials” means any and all materials including documentation and support material, including any on line training materials, in hard copy and electronic format (if available) designed to assist Licensee in the understanding, application, capability, maintenance, or use of the Licensed Deliverables which are delivered to Licensee by Arrowlytics pursuant to and/or during the term of this Agreement, and any updates or modifications thereof.

(d) SOFTWARE. The term “Software” means (i) the proprietary software applications made available to Licensee pursuant to the terms of this Agreement as more fully described on each applicable Service Order, (ii) any Add-ons as described on each applicable Service Order (the “Add-ons”), and (iii) any Arrowlytics delivered Updates, upgrades, enhancements, or modifications to the Software.

(e) UPDATES. The term “Updates” means, as applicable, any update, correction, modification, enhancement, upgrade or new releases of the Licensed Deliverables that Arrowlytics makes generally available to its clients.

2. LICENSE GRANT. Arrowlytics hereby grants, and Licensee hereby accepts (on its own behalf and on behalf of each person who Licensee invites to use the Services (the “Authorized Users”)), subject to the terms and conditions of this Agreement, a limited, non-exclusive, non-sublicensable, non-transferable, license during the term of this Agreement to use the Licensed Deliverables as set forth herein (the “License”) and as more fully set forth on or limited by one or more Service Orders (each, a “Service Order”). Licensee shall not have any rights to the Licensed Deliverables except as expressly granted in this Agreement. Arrowlytics reserves to itself all rights to the Licensed Deliverables not expressly granted pursuant to this Agreement. The License granted hereunder shall include all Updates released by Arrowlytics from time to time and Arrowlytics is authorized to release all such Updates to Licensee’s account as they are released to other users of the Licensed Deliverables.

3. SERVICE ORDER. Each use of Licensed Deliverables will be described in a Service Order, which will be effective upon execution by both parties hereto. The provisions of this Agreement shall control over any conflicting provisions in a Service Order, except to the extent that the Service Order indicates the clear intent of the parties that such conflicting term prevail over a term or condition of this Agreement. A Service Order may contain additional terms, provided that the terms do not conflict with the provisions of

this Agreement. Once executed, each Service Order shall become a part of this Agreement and incorporated herein as if set forth herein. Licensee may, at any time and from time to time, request in writing that Arrowlytics make changes to the Licensed Deliverables being provided pursuant to a Service Order. Arrowlytics shall promptly provide Licensee with an estimate of the impact, including on price or performance schedule, and a cost proposal, if applicable, and any other impact on the Licensed Deliverables being provided. No change in a Service Order shall be effective until agreed to in a writing signed by both parties.

4. **COPYRIGHT AND TITLE.** The Licensed Deliverables and any copy thereof, in whole or in part, and all copyrights, trade secrets and other proprietary rights therein, including any Derivative Work are and will remain the sole property of Arrowlytics, regardless of the use made by Licensee of the same and in any format; and are protected by certain United States and international copyright laws and trademark laws. The License confers no title of ownership in the Licensed Deliverables and is not a sale of any rights in the Licensed Deliverables. Licensee shall treat the Licensed Deliverables with at least the same standard of care as it treats any other material copyrighted and/or trademarked by a third party, in no case less than a reasonable standard of care. Licensee agrees not to, and to use best efforts to cause its customers or Authorized users not to, challenge Arrowlytics' ownership in or enforceability of Arrowlytics' rights in and to any Licensed Deliverable or any related information technology.

5. **END-USER LICENSE AGREEMENT.** Licensee acknowledges that each Authorized User will be required to enter into Arrowlytics' end-user license agreement upon accessing the Services governing their use of the Services. Licensee will promptly notify Arrowlytics of any breach of an end-user license agreement by any Authorized User.

6. **IP WARRANTY AND INDEMNITY.** Arrowlytics represents and warrants that to the best of its knowledge, none of the Licensed Deliverables do or will violate or infringe upon any valid U.S. patent, copyright, trademark or trade secret and that Arrowlytics owns all right, title and interest in and to the Licensed Deliverables or otherwise has the right to license the Licensed Deliverables to Licensee. Arrowlytics shall defend, indemnify and hold harmless Licensee, its parent company and their respective affiliates, directors, officers, employees, agents and representatives from and against any losses, damages, liabilities, expenses (including reasonable attorneys' fees), judgments and claims on the basis that Licensee's authorized use of the Software violates or infringes any valid patent, copyright, trademark, or trade secret; provided that (a) Licensee gives Arrowlytics prompt written notice of the claim; (b) Arrowlytics has full and complete control over the defense of the claim; (c) Licensee provides assistance and information in connection with the defense and settlement of the claim as Arrowlytics may reasonably request, at Arrowlytics' sole cost and expense; and (d) Licensee complies with any settlement or court order made in connection with the claim (e.g., relating to the future use of any infringing materials). Arrowlytics shall have the sole right to settle the claims of any claimant(s), which settlement will require the advance written consent of Licensee, such consent not to be unreasonably withheld or delayed. Arrowlytics will have no obligation under this Section 6 for any infringement to the extent that it arises out of or is based upon: (i) any unauthorized combination, operation, or use of the Licensed Deliverables if such infringement would have been avoided but for such combination, operation, or use; (ii) designs, requirements, or specifications for the Licensed Deliverables required by or provided by Licensee, if the alleged infringement would not have occurred but for such designs, requirements, or specifications; (iii) use of the Licensed Deliverables outside of the scope of the License; (iv) Licensee's failure to use the latest release of the Licensed Deliverables or to comply with instructions provided by Arrowlytics, if the alleged infringement would not have occurred but for such failure; or (v) any modification of the Licensed Deliverables not made by Arrowlytics where such infringement would not have occurred absent such modification. Licensee will reimburse Arrowlytics for any costs or damages that result from these actions. This Section 6 states Arrowlytics' sole and exclusive liability, and Licensee's sole and exclusive remedy, for the actual or alleged infringement by Arrowlytics of any third party intellectual property right by the Licensed Deliverables.

7. **USE OF LICENSED DELIVERABLES.** The Licensed Deliverables are solely for Licensee's and its Authorized User's use for Licensee's own internal business purposes. Use of the Licensed Deliverables is subject to the terms of use set forth in Sections 12 and 13 below, and the restrictions set forth in this Section will survive the termination of this Agreement. If there is unauthorized use by anyone who

obtained access to the Licensed Deliverables directly or indirectly through Licensee, Licensee shall take all steps reasonably necessary to terminate the unauthorized use. Licensee will cooperate and assist with any actions taken by Arrowlytics to prevent or terminate such unauthorized use. Licensee will indemnify, defend and hold Arrowlytics harmless from any and all liability, loss, damage, expense or other costs resulting from such access.

8. **TERM, FEE AND PAYMENT.** The License shall be for the initial term set forth in each applicable Service Order. At the end of each initial term and each renewal term (if any), the License shall automatically renew for a subsequent term with a duration equal to the then-expiring term, unless terminated in accordance with Section 14 below. In consideration of the License granted herein, Licensee shall pay to Arrowlytics the Fees set forth on the applicable Service Order, which fees will be due and payable as set forth on the applicable Service Order. Unless otherwise set forth in the applicable Service Order, the fees for any subsequent term shall be at the then-current term price on an annualized basis unless Arrowlytics notifies Licensee of a price change at least 30 days before the end of the then-current term, and shall be due at the commencement of such subsequent term. All amounts payable hereunder by Licensee shall be payable in United States funds. Licensee agrees to pay any and all fees, assessments, and taxes associated with the amounts due under this Agreement. A finance charge shall be imposed on all account balances outstanding over 30 days. The finance charge is 1½% per month or the highest rate allowed under applicable law, whichever is lower. Except as otherwise provided herein or in an applicable Service Order, all payments under this Agreement are non-refundable. During the term of this Agreement and for three years thereafter, Licensee will keep current, complete, and accurate records regarding the reproduction, installation, and use of the Licensed Deliverables. Licensee will provide such information to Arrowlytics and certify that it has paid all fees required under this Agreement within 15 business days of any written request, so long as no more than one request is made in any 12-month period. Licensee will, after reasonable prior notice from Arrowlytics, provide Arrowlytics and its representatives reasonable access to Licensee's premises, records, and personnel so that Arrowlytics may audit and confirm that Licensee complies with this Agreement. If an audit reveals any reproduction, installation, use, or distribution of the Software or any Licensed Deliverables that is not compliant with this Agreement, Licensee will promptly comply with this Agreement and make an additional payment as contemplated by this Agreement, plus interest at the rate specified in this Section 8. If the amount of the underpayment is 5% or greater, Licensee will promptly reimburse Arrowlytics for its reasonable costs of conducting such audit.

9. **ASSIGNMENT.** Licensee shall not assign or otherwise transfer the License granted hereby or the rights granted hereunder without the prior written consent of Arrowlytics. A request by Licensee to assign or otherwise transfer the License granted hereby must be in writing and Arrowlytics shall have absolute, complete and unqualified discretion in granting or denying such request. Any attempt to assign or otherwise transfer any of the rights, duties or obligations hereunder without compliance with this Section is and shall be void ab initio. Arrowlytics shall be permitted to assign this Agreement to any successor to all or substantially all of the assets or business of Arrowlytics, whether by merger, acquisition, asset sale, exclusive license, stock sale or otherwise.

10. **UPDATES AND SUPPORT SERVICES.** Arrowlytics will provide Updates, and, if applicable and unless as stated to the contrary in the applicable Service Order, the Add-ons. Updates, but not Add-ons, shall be provided without additional charge. Arrowlytics will provide Licensee with two-tier support as long as Licensee is not in default of any material terms of this Agreement as follows: Arrowlytics will provide tier one support to Licensee for critical Software failures resulting in complete or substantial shutdown of the Software within one (1) business day of any request, and Arrowlytics will respond to all other support requests as soon as reasonably and commercially practical on an as needed basis at its own cost and expense. The support in using the Licensed Deliverables may occur at the discretion of Arrowlytics by phone, email, or mail request(s) to Arrowlytics for help on incidental needs related to use of Software. Licensee shall also have web access to online Arrowlytics training materials, for its internal use only, at no additional charge.

11. **TRADE SECRETS.** The Licensed Deliverables are trade secrets of Arrowlytics and contain valuable proprietary products and trade secrets of Arrowlytics, embodying substantial creative efforts and confidential information, ideas, and expressions. Licensee shall take appropriate action to protect the

confidentiality of the Licensed Deliverables and the components and functions thereof. In furtherance of the foregoing, Licensee shall not permit access to the Licensed Deliverables or any portion thereof by any party who is not an Authorized User of the Licensed Deliverables. Licensee shall not modify, translate, disassemble, create Derivative Works based on, reverse-assemble, reverse-compile or otherwise reverse-engineer the Licensed Deliverables in whole or in part, or otherwise use, copy, reproduce or distribute any Licensed Deliverable except as expressly permitted hereunder. The provisions of this Section shall survive the termination of this Agreement.

12. CONFIDENTIALITY. All information that either party receives from the other that is marked "confidential" by the disclosing party ("Disclosing Party") or that would reasonably be considered confidential by a party experienced in the industry ("Confidential Information") shall be kept confidential, and each party agrees to treat (and take precautions to ensure that its employees treat) the Confidential Information as confidential in accordance with the confidentiality requirements and conditions set forth below. Each party agrees, during the term hereof and for a period of five years thereafter, to keep confidential all Confidential Information disclosed to it by the other party in accordance herewith, and to protect the confidentiality thereof with at least the same standard of care with which it protects the confidentiality of similar information and data of its own (at all times exercising at least a reasonable standard of care in the protection of Confidential Information); provided, however, that neither party shall have any such obligation with respect to the use or disclosure to third parties of such Confidential Information as can be established to: (a) have been known publicly; (b) have been known generally in the industry on a non-confidential basis before communication by the Disclosing Party to the recipient ("Recipient"); (c) have become known publicly; (d) have been known otherwise by the Recipient before communication by the Disclosing Party; (e) have been received by the Recipient without any obligation of confidentiality from a source (other than the Disclosing Party) lawfully having possession of such information. Except as prohibited by applicable law or legal process or to the extent part of an examination by a regulatory or self-regulatory body, if the Recipient is requested or required (by deposition, interrogatories, requests for information or documents in legal proceedings, subpoenas, regulatory processes (including those of self-regulatory organizations), or similar process) in connection with any proceeding to disclose or otherwise becomes legally compelled to disclose any Confidential Information, the Recipient shall provide the Disclosing Party with prompt written notice so as to enable the Disclosing Party to seek a protective order or other appropriate remedy or waive compliance with this Agreement. To the extent this Agreement applies, if such a protective order or other remedy is not obtained or if the Disclosing Party waives compliance with this Agreement, the Recipient may disclose Confidential Information, but only such Confidential Information as it is legally required to disclose in the reasonable opinion of counsel to the Recipient, and shall exercise reasonable efforts to obtain reliable assurance that confidential treatment will be accorded such Confidential Information disclosed. Licensee's obligations under this paragraph will survive the termination of this Agreement or of any License granted under this Agreement for whatever reason. The protection of protected health information, as such term is defined in the Health Insurance Portability and Accessibility Act (and any accompanying regulations), shall be governed by the Business Associate Agreement entered into between the parties and made a part of this Agreement (the "BAA").

13. OTHER RESTRICTIONS. Licensee may not rent, loan, license, market, or sell the Licensed Deliverables or copies thereof, in whole or in part, to any party. Licensee shall notify its employees and agents who may have access to the Licensed Deliverables or Information of the restrictions contained in this Agreement and ensure their compliance with such restrictions.

14. TERMINATION. Either party may terminate this Agreement immediately and without further notice if the other party fails to cure any breach of any term or condition of this Agreement within 30 days after written notice of such breach. After the initial term of this Agreement, Licensee may terminate this Agreement, with or without cause, on 30 days' notice. Upon any termination of this Agreement, Licensee shall cease all use of the Licensed Deliverables and destroy all copies of the Licensed Deliverables then in Licensee's possession.

15. COMPLIANCE WITH LAWS. Licensee will comply with all applicable export and import control laws and regulations and obtain at its expense all necessary licenses, permits and regulatory approvals required by any and all governmental authorities in its use of the Licensed Deliverables and, in particular,

Licensee will not export or re-export the Licensed Deliverables without Arrowlytics' prior written consent, and, if such consent is granted, without Licensee first obtaining all required United States and foreign government licenses. Licensee will also be responsible for ensuring that Licensee's and each Authorized User's use of the Licensed Deliverables and the Services, complies with all other applicable laws, including but not limited to the rules, policies and regulations of the Federal Communications Commission (FCC); the Telephone Consumer Protection Act of 1991 (TCPA); the Junk Fax Prevention Act of 2005; the Controlling the Assault of Non-Solicited Pornography And Marketing (CAN-SPAM) Act of 2003; the Health Insurance Portability and Accountability Act of 1996 (HIPAA); and all other federal, state, local and foreign laws relating to Do-Not-Call provisions; unsolicited marketing; unsolicited telephone calls, facsimiles, SMS or other messages; the use of automated telephone equipment to place certain calls; the placing of commercial messages; telemarketing; faxing; email marketing; spamming or phishing; data security or privacy; international communications; account or debt collection; recording of calls or conversations; export of technical or personal data; end user, end-use, and destination restrictions imposed by the United States and any foreign government; consumer protection; pornography; trade practices; false advertising; unfair competition; anti-discrimination; harassment; defamation; intellectual property; or securities. Licensee represents, warrants and covenants that all content, communications, files, information, data, and other content provided for transmission through the Licensed Deliverables or the Services will be provided solely for lawful purposes, and in no event shall any communications or any content thereof be in violation of any of the foregoing laws. Licensee further represents, warrants and covenants that it will (i) obtain prior express written consent from each customer, client or patient to whom communications are transmitted using the Licensed Deliverables or the Services to receive pre-recorded/artificial voice messages calls and/or use of an automatic dialing device, text messages and/or emails from the Authorized User, Licensee, Arrowlytics and any of its subcontractors at any telephone number or email address provided by such customer, client or patient to Licensee, and (ii) immediately notify Arrowlytics of any revocation of such consent. Notwithstanding anything to the contrary set forth herein, Arrowlytics, at its sole option and discretion and without notice, may suspend Licensee's or any Authorized User's use of the Licensed Deliverables or the Services if it determines that Licensee or any Authorized User is in violation of any of the foregoing provisions. To the extent permitted by applicable law, Licensee will defend, indemnify, and hold harmless Arrowlytics and its affiliates, directors, officers, managers, members, employees, contractors, agents and representatives from and against any losses, damages, liabilities, expenses (including reasonable attorneys' fees), judgments and claims that arise out of or relate to any violation of such laws or regulations by Licensee, any Authorized User, or any of their respective officers, directors, managers, members, employees, agents or representatives.

16. NO WARRANTY. THE LICENSED DELIVERABLES ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, ORAL, WRITTEN, STATUTORY, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF PERFORMANCE OR MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. WITHOUT LIMITING THE FOREGOING, ARROWLYTICS DOES NOT WARRANT THAT ALL ERRORS CAN BE CORRECTED, OR THAT OPERATION OF THE LICENSED DELIVERABLES SHALL BE UNINTERRUPTED OR ERROR-FREE. Because some states may not allow the exclusion of implied warranties, such limitation may not apply in its entirety to Licensee. Any warranties made in this Agreement are for the benefit of Licensee only. Licensee acknowledges that Arrowlytics does not manage or control the equipment, telecommunications or internet services provided by Licensee's or any other party's telecommunication and internet service providers or Licensee's access to the Licensed Deliverables, and Arrowlytics has no liability for any failures, interruptions or other problems caused by the services or equipment of such telecommunications or internet service providers or Licensee's access to the Licensed Deliverables.

17. LIMITATION ON LIABILITY. EXCEPT FOR ITS INDEMNIFICATION OBLIGATIONS HEREUNDER AND IN THE BAA, IN NO EVENT WILL ARROWLYTICS, ITS SUPPLIERS, MEMBERS, SHAREHOLDERS, OFFICERS, EMPLOYEES OR AGENTS BE LIABLE FOR ANY LOST PROFITS, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, INCLUDING DAMAGES DUE TO LOSS OF DATA OR GOODWILL, ARISING OUT OF THIS AGREEMENT OR THE USE OF OR RELIANCE UPON THE LICENSED DELIVERABLES OR INFORMATION, EVEN IF ARROWLYTICS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL ARROWLYTICS BE LIABLE FOR PROCUREMENT COSTS OF SUBSTITUTE PRODUCTS OR

SERVICES OR ANY UNAUTHORIZED USE OR MISUSE OF ANY LICENSED DELIVERABLES OR INFORMATION, EXCEPT IN THE CASE OF ARROWLYTICS GROSS NEGLIGENCE WITH RESPECT TO SUCH USE OR MISUSE. EXCEPT FOR ITS INDEMNIFICATION OBLIGATIONS HEREUNDER AND IN THE BAA, UNDER NO CIRCUMSTANCES WILL ARROWLYTICS TOTAL LIABILITY OF ANY KIND ARISING OUT OF OR RELATED TO THIS AGREEMENT (INCLUDING BUT NOT LIMITED TO WARRANTY CLAIMS), REGARDLESS OF THE FORUM AND REGARDLESS OF WHETHER ANY ACTION OR CLAIM IS BASED ON CONTRACT, TORT, OR OTHERWISE, EXCEED THE TOTAL AMOUNT PAID BY LICENSEE TO ARROWLYTICS DURING THE IMMEDIATELY PRECEDING TWELVE MONTH PERIOD (DETERMINED AS OF THE DATE OF ANY FINAL JUDGMENT IN AN ACTION). THE PARTIES AGREE THAT THIS SECTION SHALL SURVIVE AND CONTINUE IN FULL FORCE AND EFFECT DESPITE ANY FAILURE OF CONSIDERATION OR OF AN EXCLUSIVE REMEDY. THE PARTIES ACKNOWLEDGE THAT THE PRICES HAVE BEEN SET AND THE AGREEMENT ENTERED INTO IN RELIANCE UPON THESE LIMITATIONS OF LIABILITY AND THAT ALL SUCH LIMITATIONS FORM AN ESSENTIAL BASIS OF THE BARGAIN BETWEEN THE PARTIES. BECAUSE SOME STATES MAY NOT ALLOW THE EXCLUSION OR LIMITATION OF CONSEQUENTIAL OR INCIDENTAL DAMAGES, SUCH LIMITATIONS MAY NOT APPLY TO LICENSEE.

18. GOVERNING LAW. This Agreement shall be governed by the laws of the State of Texas, U.S.A., without reference to conflict of laws principles.

19. ATTORNEY FEES. In case of action to enforce any rights or conditions of this Agreement, or appeal from said proceeding, it is mutually agreed that the losing party in such suit, action, proceeding or appeal shall pay the prevailing party's reasonable attorney fees and costs incurred.

20. DISPUTE RESOLUTION. Before resorting to other remedies available to them, the parties shall attempt in good faith to resolve any dispute arising out of or relating to this Agreement or any Service Order promptly by negotiation between executives who have authority to settle the controversy. Any party may give the other party written notice of any dispute not resolved in the normal course of business. Within 10 business days after delivery of the notice, the receiving party shall submit to the other a written response. The notice and the response shall include (a) a statement of each party's position and a summary of arguments supporting that position, and (b) the name and title of the executive who will represent that party and of any other person who will accompany the executive. Within 5 business days after delivery of the disputing party's notice, the executives of both parties shall meet at a mutually acceptable time and place, and thereafter as often as they reasonably deem necessary, to attempt to resolve the dispute. All reasonable requests for information made by one party to the other will be honored.

21. ENTIRE AGREEMENT; AMENDMENT. This Agreement and each applicable Service Order together are a binding contract and constitute the entire agreement and understanding of the parties, whether oral or written, relating to the subject matter hereof; are intended as the parties' final expression and complete and exclusive statement of the terms hereof, superseding all prior or contemporaneous agreements, representations, communications, and understandings, whether written or oral; and may be amended or modified only by an instrument in writing signed by both of the parties hereto.

22. NON-WAIVER. No waiver of any provision of this Agreement shall constitute a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver. Failure to enforce any provision of this Agreement shall not operate as a waiver of such provision or any other provision or of the right to enforce such provision or any other provision.

23. NO THIRD-PARTY BENEFICIARIES. Nothing in this Agreement, express or implied, is intended to confer on any person, other than the parties to this Agreement, any right or remedy of any nature whatsoever.

24. SEVERABILITY; BINDING EFFECT. If any provision of this Agreement shall be invalid or unenforceable in any respect for any reason, the validity and enforceability of any such provision in any other respect and of the remaining provisions of this Agreement shall not be in any way impaired. This

Agreement shall be binding on and inure to the benefit of the parties and their heirs, personal representatives, successors, and, to the extent permitted by Section 7, assigns.

25. **FORCE MAJEURE.** Arrowlytics will not be liable for, or be considered to be in breach of or default under this Agreement on account of, any delay or failure to perform as required by this Agreement as a result of any cause or condition beyond Arrowlytics' reasonable control, so long as Arrowlytics uses all commercially reasonable efforts to avoid or remove such causes of non-performance.

26. **RELATIONSHIP OF PARTIES.** Both parties agree that they are independent entities. Nothing in this Agreement shall be construed to create a partnership, joint venture, or agency relationship between the parties. Neither party shall have power or authority to obligate or bind the other party in any manner whatsoever, except as specifically provided herein. Each party is responsible for the supervision, management and direction of its own employees. Each party is responsible for the payment of compensation to its employees and for any injury to them occurring in the course of their employment for which their employer is responsible and neither party shall be responsible for the supervision, management and direction of the employees of the other party.

27. **NOTICES.** All notices, consents, and other communications permitted or required to be given hereunder ("Notice") shall be delivered by electronic mail to Arrowlytics at arrowinfo@arrowlytics.com and to Licensee at _____. Any party may change its email address for notification purposes by giving the other party notice of the new email address and the date upon which it will become effective in accordance with the terms of this Section.

28. **INVOICES.** Any invoices to Licensee hereunder (herein referred to as an "Invoice") shall be in writing sent as set forth in Section 27. If sent via facsimile or other electronic transmission, the Invoice shall be deemed to have been received as of the same business day in the jurisdiction of its receipt following its transmission by electronic transmission.

29. **INDEMNIFICATION.** In addition to any other indemnification obligations contained herein, Licensee shall indemnify, defend and hold harmless Arrowlytics and its affiliates, directors, officers, and employees from and against any third party losses, damages, liabilities, expenses (including reasonable attorneys' fees), judgments and claims that arise out of or relate to (a) any breach by Licensee of its obligations under this Agreement and (b) Licensee's or any Authorized User's use of the Licensed Deliverables or Services outside of the scope of the License. Licensee will defend Arrowlytics from any actual or threatened third party claim arising out of or based upon Licensee's use of the Licensed Deliverables or Licensee's breach of any of the provisions of this Agreement. Arrowlytics will: (a) give Licensee prompt written notice of the claim; (b) grant Licensee full and complete control over the defense and settlement of the claim; (c) assist Licensee with the defense and settlement of the claim as Licensee may reasonably request and at Licensee's expense; and (d) comply with any settlement or court order made in connection with the claim. Licensee shall have the sole right to settle the claims of any claimant(s), which settlement will require the advance written consent of Arrowlytics, such consent not to be unreasonably withheld or delayed.

Arrowlytics shall indemnify and hold harmless Licensee and its affiliates, directors, officers, and employees from and against any third party losses, damages, liabilities, expenses (including reasonable attorneys' fees), judgments and claims that arise out of or relate to any breach by Arrowlytics of its obligations under this Agreement. Arrowlytics will defend Licensee from any actual or threatened third party claim arising out of or based upon Arrowlytics' breach of any of the provisions of this Agreement, provided that Licensee will: (a) give Arrowlytics prompt written notice of the claim; (b) grant Arrowlytics full and complete control over the defense and settlement of the claim; (c) assist Arrowlytics with the defense and settlement of the claim as Arrowlytics may reasonably request and at Arrowlytics' expense; and (d) comply with any settlement or court order made in connection with the claim. Arrowlytics shall have the sole right to settle the claims of any claimant(s), which settlement will require the advance written consent of Licensee, such consent not to be unreasonably withheld or delayed.

30. **USE OF LICENSEE'S NAME.** With Licensee's prior written consent, Arrowlytics may identify Licensee in Arrowlytics advertising and marketing materials. Licensee hereby grants Arrowlytics a non-

exclusive right to use Licensee's trademarks, logos, and other materials provided by Licensee to Arrowlytics for this purpose. Licensee may terminate Arrowlytics' right to use its trademarks, logos and other material at any time and for any reason or no reason upon at least 15 days' prior written notice.

31. MUTUAL WARRANTIES. Each party represents and warrants to the other that: (a) this Agreement has been duly executed and delivered and constitutes a valid and binding agreement enforceable against such party in accordance with its terms; (b) no authorization or approval from any third party is required in connection with such party's execution, delivery, or performance of this Agreement; and (c) the execution, delivery, and performance of this Agreement does not violate the laws of any jurisdiction or the terms or conditions of any other agreement to which it is a party or by which it is otherwise bound.

32. TITLES; HEADINGS; COUNTERPARTS. The titles and headings used in the Agreement are used for convenience only and are not to be considered in construing or interpreting the Agreement. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which will together constitute a single agreement.

IN WITNESS WHEREOF, each of the parties hereto, intending to be legally bound, has arranged for an authorized representative to execute this Agreement on the date indicated below.

Arrowlytics, LLC

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Arrowlytics

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