STANDARD SERVICE AGREEMENT

WHEREAS, dRofus has developed certain software products ("Software") and offers support services for the Software as more fully set forth herein ("Services") and

WHEREAS, Client desires to obtain Services from dRofus on the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, the parties agree as follows:

1. SERVICES

1.1. Support Services

1.1.1. dRofus agrees to provide Client with the support services for the following problem type:

(a) Bugs and errors within the core software functionality

(b) Installation and login difficulties

(c) Compatibility issues with operating systems and third-party integrations that are specified on the dRofus website

(d) Issues arising from documented usage of the software

1.2. Additional Support Services

1.2.1. Software Updates and Patches: Access to bug fixes, security patches, and minor version updates.

1.2.2. Major Version Upgrades: Access to all supported versions.

1.3. Scope of Ordered Services

1.3.1. dRofus agrees to provide Client with the Services set forth in one or more service orders (each a "Service Order") in substantially the form set forth attached hereto and incorporated herein by reference.

1.3.2. Ordered Service Delivery. dRofus will use commercially reasonable efforts to perform the Services and to timely respond to requests by Client for Services.

1.4. Additional Services. If Client wishes to order additional services not provided under a Service Order, Client may request additional services that will be set forth in a separate Service Order. No additional services will be performed by dRofus without a signed Service Order.

1.5. Exclusivity. This SSA is nonexclusive, and both parties are free to engage in or perform services directly or indirectly for any other person or entity during the Term.

1.6. Independent Contractors. dRofus and Client are independent contractors of each other. Nothing herein creates or is intended to create any employment relationship, partnership, joint venture, agency or other legal relationship.

2. CLIENT RESPONSIBILITIES

2.1. Authorized Representatives. Client shall designate one or more authorized representatives who are authorized to contact dRofus with respect to the Services. These contacts shall cooperate with dRofus to provide all necessary information, access, and resources in a timely manner as reasonably required by dRofus to provide the Services.

2.2. Access. Client shall provide dRofus with access to all software, tools, networks, and databases as may be necessary to provide the Services.

2.3. Maintaining Current Software. Services may require Client to operate on the latest version of the Software to take advantage of new features and functionality. Failure of the Client to maintain all users on the latest version of the Software may result in Client's inability to implement

supported services across all their users. Scope of work in the Service Order does not include supporting different versions of the Software where features or functionality are not consistent.

3. TERM AND TERMINATION.

3.1. **Term.** This SSA shall commence on the Effective Date and remain in effect until terminated in accordance with the terms of the SaaS Agreement.

3.2. **Service Order Term.** Each Service Order shall commence on the effective date set forth in the applicable Service Order and continue according to the terms of said Service Order.

4. FEES AND PAYMENT

4.1. **Fees.** Client shall pay dRofus the fees set forth in each Service Order (the "Fees").

4.2. **Payment.** The Fees are payable in advance of the period for which Services are rendered. Client shall pay all amounts due within 30 days of the date of the invoice.

4.3. **Travel and Expense Charges.** If travel is required as part of the Services, Client shall pay customary travel expenses, including but not limited to airfare, hotel accommodations, meals, local transportation, and other reasonable expenses of dRofus personnel for all services provided at the Client's location, except as expressly provided in the Service Order. Travel expenses will be charged at a direct cost without markup.

5. CONFIDENTIALITY

5.1. **Confidential Information.** Each party (the "Recipient") may have access to certain confidential and proprietary information of the other party (the "Discloser"). "Confidential Information" shall include, but not be limited to, trade secrets, business plans, financial information, customer lists, and technical information related to the Software. Recipient warrants and represents that Recipient will (a) hold the Confidential Information in strict confidence, (b) take all reasonable precautions to protect the confidentiality of the Confidential Information including, without limitation, all precautions Recipient employs with respect to its own confidential information and materials of a similar nature, (c) not divulge the Confidential Information, or any portion thereof, to any person or third party, (d) not use the Confidential Information for any purposes other than to provide the Services or such other purpose as the Discloser may authorize in writing from time to time, (e) not to copy, alter, decompile, disassemble, reverse engineer or otherwise modify the Confidential Information or attempt to learn the source code of any software that may be disclosed pursuant to this SSA, and (f) not to utilize the Confidential Information to develop, modify or update a product or service that competes with dRofus' products or services or to assist a third party in developing, modifying or updating a product or service that competes with dRofus' products or services.

5.2. **Exceptions.** The obligations of confidentiality set forth in this SSA shall not apply to any information that:

(a) is or becomes generally available to the public through no fault of the Recipient;

(b) was in the possession of the Recipient prior to receipt from the Discloser;

(c) is rightfully received by the Recipient from a third party without restriction on disclosure; or

(d) is independently developed by the Recipient without reference to the Confidential Information.

5.3. **Return of Confidential Information.** Upon Discloser's request, Recipient shall return all Confidential Information, including any extracts and all copies or reproductions thereof, within ten (10) business days of such request. At the Discloser's option, any documents or other media containing Confidential Information may be destroyed by Recipient and not returned. In such cases, Recipient shall provide Discloser with a written certificate of destruction signed by an officer of Recipient within ten (10) days of the request and destruction of said Confidential Information.

6. WORK PRODUCT AND TRANSFER OF RIGHTS

6.1. Intellectual Property Rights

6.1.1. Means any and all:

(a) rights associated with works of authorship, including but not limited to copyrights,

(b) trademark and trade name rights and similar rights,

(c) trade secret rights,

(d) patents and

(e) all other intellectual property rights in any jurisdiction throughout the world.

6.1.2. To the fullest extent permitted by law, dRofus retains ownership in all Intellectual Property rights of the deliverables and other materials produced by dRofus as part of its performance of the Services (the "Work Product"). Upon full payment of the applicable Fees, dRofus grants Client a perpetual, non-exclusive, and non-transferable license to copy, reproduce, display, distribute, and use the Work Product, unless expressly provided in the Service Order. Client shall retain sole ownership of all Intellectual Property Rights in connection with any original material it provides to dRofus for use within the Work Product. In no event will dRofus be liable for any claims related to or arising from Client's improper use of the Work Product, work in process, or the individual components that comprise the Work Product or work in process.

7. LIMITATIONS OF LIABILITIES

7.1. Cumulative Liability. Notwithstanding any other provision of this SSA, under no circumstances shall dRofus or any of its subcontractors be liable to Client or any third party claiming under Client for any special, incidental, indirect, or consequential damages as a result of a breach of any provision of the SSA, or for any loss, damage, or any expense directly or indirectly arising from Client's use or inability to use or a third party's use, or inability to use, whether or not authorized, of the software or its components, either separately or in combination with other equipment, or for commercial loss of any kind, including costs of procurement of substitute services, loss of profits, and interruption of services. dRofus' cumulative liability under the SSA for all causes of action shall be limited to and shall not exceed the amounts paid by Client under the applicable Service Order.

7.2. Non-Performance Recourse. In all situations involving performance or non-performance by dRofus under this SSA, Client's sole and exclusive remedy is (1) to terminate this SSA by written notice to dRofus and (2) to receive a pro-rated refund for the pre-paid Services, less any sum due and owing to dRofus.

7.3. Force Majeure. dRofus shall have no liability whatsoever for any delay or failure in providing the Services as a result of causes beyond its control including, without limitation, acts of God (such as fire, storm, earthquake), electrical outages, labor disputes, wars, hostilities, acts of terrorism, revolutions, riots, civil commotion, national emergency, unavailability of supplies, epidemics, pandemics, force of nature or explosion or any law, proclamation, regulation, ordinance or other act or order of any court, government or governmental agency.

8. MISCELLANEOUS PROVISIONS

8.1. Waiver. No failure to exercise and no delay in exercising any right, power, or privilege granted under this SSA shall operate as a waiver of such right unless accompanied by a clear written statement that such provision is waived. No single waiver will be considered a continuing or subsequent waiver.

8.2. Severability. Whenever possible, each provision of this SSA and each Service Order shall be interpreted in such a manner as to be effective and valid under applicable law. Notwithstanding the foregoing, if any term, provision, covenant, or condition of this SSA or a Service Order is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the

provisions shall remain in full force, and effect, and shall in no way be affected, impaired, or invalidated.

8.3.   **Entire Agreement.** If any conflicting Service Order or invoice arises which does not comply with the terms of this SSA, the terms identified in this SSA will prevail. This SSA represents the complete and entire agreement between dRofus and Client and supersedes all prior agreements, statements, or negotiations with respect to the subject of Service. This SSA may not be modified or amended except in writing and signed by both parties.