MASTER SUBSCRIPTION AGREEMENT

These Terms and Conditions become effective upon receipt of an Order Form for a Software Subscription ("Subscription") by WolfePak Software LLC having its headquarters at 2901 South First Street, Abilene, TX 79605 ("WolfePak") for services related to valid Subscriptions purchased by Customer. These Terms and Conditions will govern the rights and obligations of WolfePak and Customer in relation to the services described in any related Order Form(s), Statement(s) of Work, Contract(s) or other document(s) between WolfePak and Customer.

1. Definitions. In addition to the terms defined in the body of the Agreement, the following terms have the following meanings:

1.1 "**Activation Date**" means the day following the issuance of User login names and a password to the Customer to access the WolfePak Platform. Unless otherwise agreed by the parties, Activation Date shall occur within three business days of the execution date hereof unless otherwise agreed by the parties.

1.2 "**Affiliates**" means any entity which directly or indirectly controls, is controlled by or is under common control with the subject entity. "Control", for purposes of this definition, means direct or indirect ownership or control of more than 50% of the voting interests of the subject entity.

1.3 "**Customer**" means the person or entity whose authorized agent has ordered a Subscription from WolfePak.

1.4 "**Customer Data**" means any personally identifiable data uploaded by Customer to the WolfePak Platform, as well as all information generated by the End Users during the use of the WolfePak Platform.

1.5 "**End Users**" or "**User(s)**" means individuals who are authorized by Customer to use the WolfePak Platform and who have been supplied user identification and passwords by Customer (or by WolfePak at Customer's request). End Users may include but are not limited to employees, consultants, contractors, and agents of Customer or its Affiliates. A separate user identification and password is required for each individual End User.

1.6 "**WolfePak Platform**" means the online WolfePak software application hosted by WolfePak and the underlying servers and software used to provide the online application (collectively the "**System**").

1.7 "**Order Form(s)**" means the ordering documents that are executed hereunder by the parties from time to time, in the form provided by WolfePak. Order Forms shall be deemed incorporated herein.

1.8 "**Subscription**" means the right to access the WolfePak Platform during the Subscription Term.

1.9 "**Support**" means the general maintenance services and technical support provided in respect of the WolfePak Platform set forth in WolfePak SLA.

1.10 "**SaaS**" means "Software as a Service", whereby the Customer has no ownership of the WolfePak Platform, but rather rents access to the System.

1.11 "**Hosted**" means the WolfePak Platform purchased and owned by the Customer, but installed and maintained by WolfePak either on its owner servers or that of a 3rd party cloud service.

2. Provision of the Platform.

2.1 Subject to the terms and conditions of this Agreement and all Order Forms hereto, WolfePak grants to Customer and its End Users a limited, non-exclusive, non-transferable right to access and use the WolfePak Platform during the Subscription Term. Customer agrees that its purchase of the Subscription is neither contingent upon the delivery of any future functionality or features nor dependent upon any oral or written public comments made by WolfePak with respect to future functionality or features. Notwithstanding anything to the contrary in this Agreement (including in any Order Form), WolfePak may temporarily disable the WolfePak Platform or any part thereof if it reasonably believes that (i) there is a technical failure or malfunction within the WolfePak Platform or any part thereof, including a security breach; (ii) external events or circumstances are negatively affecting use of the WolfePak Platform, or any part thereof; and/or (iii) it reasonably believes that the continued use of the WolfePak Platform or any part thereof may violate an applicable law.

2.2 A Subscription relates solely to access the WolfePak Platform. Customer will not be provided any copies of any software or the WolfePak Platform. Customer, at its own expense, and each End User, as applicable, is responsible for procuring all services, desktop hardware, desktop software, and other technology (including, but not limited to, Internet access service, web browsers, e-mail clients, and the Microsoft Office suite) necessary to access the WolfePak Platform ("**Access Systems**").

3. Customer's Conduct and Use Guidelines.

3.1 **Ownership of Customer Data.** The Customer retains all right, title and interest in and to all Customer Data. WolfePak is authorized to have access to and make use of the Customer Data solely to the extent necessary for WolfePak's performance of its obligations under this Agreement and any Orders Forms, to respond to service or technical problems with the WolfePak Platform, or otherwise at Customer's request. Customer shall have sole responsibility for the accuracy, quality, and legality of all the Customer Data.

3.2   **Collection of Customer Data**. Customer is solely responsible for all activities that occur in the Customer account and for End Users' compliance with this Agreement. Customer shall comply with all local, state, federal or foreign laws, treaties, regulations or conventions applicable to the Customer in connection with the use of the WolfePak Platform, including without restriction, the CAN-SPAM Act of 2003 (U.S.A.), the Personal Information Protection and Electronic Documents Act (PIPEDA) (Canada), the EU Data Protection Directive and other laws applicable to the Customer related to privacy, publicity, data protection, electronic communications and anti-spamming laws. Customer is solely responsible for the collection, legality, protection and use of Customer Data that is stored on the System or used in connection with the WolfePak Platform.

3.3   **Use Guidelines.** The Customer shall use the WolfePak Platform for internal business purposes as contemplated by the Agreement and shall not: (i) tamper with the security of the System or tamper with other customer accounts of WolfePak, (ii) access data on the System not intended for the Customer, (iii) log into a server or account on the System that the Customer is not authorized to access, (iv) attempt to probe, scan or test the vulnerability of any System or to breach the security or authentication measures without proper authorization; (v) render any part of the System unusable; (vi) copy, modify, translate, prepare or create derivative works of any software or other technological features or any other aspect of the WolfePak Platform; (vii) lease, distribute, license, sell or otherwise commercially exploit the WolfePak Platform or make the WolfePak Platform available to a third party other than as contemplated in this Agreement; (viii) create any link to the WolfePak Platform or frame or mirror any content contained or accessible from the WolfePak Platform; (ix) decompile, reverse engineer, disassemble or otherwise attempt to discover the source code or underlying ideas or algorithms of the WolfePak Platform; (x) provide to third parties any evaluation version of the WolfePak Platform without WolfePak' prior written consent; (xi) use the WolfePak Platform in violation of any Acceptable Usage Policy (AUP) which WolfePak may make available from time to time by notice to Customer or by posting on the WolfePak website; (xii) access the WolfePak Platform in order to (a) build a competitive product or service, or (b) copy any ideas, features, functions or graphics of the WolfePak Platform.

3.4   **Communications   Responsibilities.**   The Customer shall be responsible for the content of all communications sent using Customer's account or any End User's account by the WolfePak Platform. The Customer agrees that it will not use the WolfePak Platform to communicate any message or material that (i) is libelous, harmful to minors, obscene or constitutes pornography; (ii) infringes the intellectual property rights of a third party or is otherwise unlawful; or (iii) would otherwise give rise to civil liability, or that constitutes or encourages conduct that could constitute a criminal offense, under any applicable law or regulation.

3.5   **Breaches of Section 3.** In the event of a material breach under this Section 3, WolfePak will endeavor to provide Customer with the opportunity to remove or disable access to the offending material or content. However, in addition to any other rights and remedies under the Agreement and in law, WolfePak reserves the right to immediately suspend Customer's and any End User's access to the WolfePak Platform if such breach, in WolfePak's opinion and at WolfePak's sole discretion, is an imminent threat to the Systems or other customer accounts.

4.   Confidentiality

4.1   **Definition of Confidential Information.** As used herein, "**Confidential Information**" means all confidential information of a party ("**Disclosing Party**") disclosed to the other party ("**Receiving Party**") that is designated in writing as confidential as well as Customer Data, any materials relating to the WolfePak Platform, and the terms and conditions of this Agreement. Confidential Information shall not include information which: (a) is known publicly; (b) is generally known in the industry before disclosure; (c) has become known publicly, without fault of the Receiving Party, subsequent to disclosure by the Disclosing Party; or (d) has been otherwise lawfully known or received by the Receiving Party.

4.2   **Confidentiality**. The Receiving Party shall not disclose or use any Confidential Information of the Disclosing Party for any purpose outside the scope of this Agreement, except with the Disclosing Party's prior written permission.

4.3   **Protection.** The Receiving Party agrees to keep confidential all Confidential Information disclosed to it by the Disclosing Party, and to protect the confidentiality thereof in the same manner as it protects the confidentiality of its own (at all times exercising at least a reasonable degree of care in the protection of Confidential Information).

4.4   **Compelled Disclosure.** If the Receiving Party is compelled by law to disclose Confidential Information of the Disclosing Party, it shall provide the Disclosing Party with prior notice of such compelled disclosure (to the extent legally permitted) and reasonable assistance, at Disclosing Party's cost, if the Disclosing Party wishes to contest the disclosure.

4.5   **Feedback**. During the term of this Agreement, Customer or its End Users may elect to provide WolfePak with feedback, comments, and suggestions with respect to the WolfePak Platform, or the services ("Feedback"). Customer agrees, on behalf of itself and its End Users, that WolfePak shall be free to use, reproduce, disclose, and otherwise exploit any and all such Feedback without compensation or attribution to Customer or such End User.

5.   Fees and Taxes.

5.1 **Fees**. The Customer shall pay to WolfePak all of the fees specified in the Order Forms. Except as otherwise provided in the Order Forms, all fees are quoted in United States currency. Fees are based on Subscriptions purchased and not on actual usage. Payment obligations are non-cancellable, and fees are non-refundable. All subscription fees must be paid in advance of service by credit card or via ACH transfer.

5.2 **Invoicing and Payment.** Professional services fees for implementation and Support will be invoiced in accordance with the terms stated on the Order Form. Unless otherwise stated, professional services fees are due within thirty (30) days from the invoice date.

5.3 **Overdue Payments**. Any payment not received from the Customer by the due date shall accrue (except with respect to charges then under reasonable and good faith dispute), at the lower of 1.5%, or the maximum rate permitted by law, of the outstanding balance per month from the date such payment is due until the date paid.

5.4 **Suspension of Service.** If any Customer account is 60 days or more overdue (except with respect to charges then under reasonable and good faith dispute), in addition to any other rights and remedies (including the termination rights set forth in this Agreement), WolfePak reserves the right to suspend Customer's and any End User's access to the WolfePak Platform without liability to WolfePak, until such account is paid in full.

5.5 **Taxes.** The Customer shall be responsible for all sales, use, value added, withholding or other taxes or duties, payable with respect to its purchases hereunder, other than WolfePak income taxes. If WolfePak pays any such taxes on the Customer's behalf, the Customer agrees to reimburse WolfePak for such payment. If Customer is exempt from paying any taxes, Customer must provide WolfePak with a valid exemption certificate authorized by the appropriate taxing authority in order for no tax to be charged to Customer by WolfePak.

5.6 **Expenses.** If WolfePak is required to incur any additional costs or expenses in providing Support to the Customer, WolfePak shall first obtain written approval from Customer.

6. Proprietary Rights.

The WolfePak Platform and all intellectual property rights therein, including any documentation, services or materials relating to the WolfePak Platform, and all intellectual property rights relating to the provision of the Support are owned or licensed by WolfePak. Except for the Subscription granted hereunder, nothing in this Agreement gives the Customer any right, title or interest to the WolfePak Platform or the Support.

7. Term and Termination.

7.1 **Term of the Agreement.** This Agreement commences on the Effective Date of this Agreement and continues until the Subscription to the WolfePak Platform

granted in accordance with this Agreement has expired or been terminated.

7.2 **Subscription Term of WolfePak Platform.** Subscription to the WolfePak Platform will automatically commence on the Effective Date and continue for the term specified in the Order Form (the "**Subscription Term**"). The Subscription to the WolfePak Platform shall automatically renew, and the Subscription Term shall automatically extend at the subscription price in effect at the time of the renewal unless either party gives the other notice of non-renewal at least 30 days prior to the end of the relevant Subscription Term.

7.3 **Termination.** Unless otherwise stated in the Order Form, this Agreement may only be terminated by either party: (a) upon 30 days written notice of a material breach to the other party if such breach remains uncured at the expiration of such period; (b) if either party becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation or assignment for the benefit of creditors; or (c) immediately in the event of a material breach of Section 3 hereof.

7.4 **Outstanding Fees.** Termination shall not relieve Customer of the obligation to pay WolfePak the fees agreed in the Order Form unless Customer terminates the Agreement for cause in which case Customer shall be entitled to a prorated amount of any pre-paid Subscription Fees equal to the remaining number of whole monthly units left in the Subscription Term following the effective date of termination.

7.5 **Return of Customer Data.** Upon written request by Customer made within 30 days after the effective date of termination, WolfePak will provide Customer with temporary access to the WolfePak Platform so that Customer can retrieve its Customer Data. After such 30-day period, WolfePak shall have no obligation to maintain or provide any Customer Data and shall thereafter, unless legally prohibited, delete all Customer Data in the Systems or otherwise in its possession or control.

7.6 **Surviving provisions.** The following provisions shall survive any termination or expiration of this Agreement: Sections 1, 3.1, 3.2 and 4 to 11.

8. Warranties and Disclaimers.

Each party represents and warrants that it has the legal power to enter into this Agreement.

8.1 **Functionality Warranty**. WolfePak warrants that the WolfePak Platform will operate in a manner consistent with general industry standards reasonably applicable to the provision hereof and in substantial conformity with the then current version of the applicable documentation provided by WolfePak.

8.2 **Security Warranty.** WolfePak or its licensors or hosting providers have implemented Appropriate Security Measures (as hereinafter defined). "**Appropriate Security Measures**" means commercially reasonable efforts to ensure that Customer Data will be maintained accurately and safeguarded as well as technical and physical controls

to protect Customer Data against destruction, loss, alteration, unauthorized disclosure to third parties or unauthorized access by employees or contractors employed by WolfePak, whether by accident or otherwise.

8.3 **Disclaimer**. EXCEPT AS EXPRESSLY PROVIDED IN THIS SECTION 8, THE WOLFEPAK PLATFORM, THE SUPPORT, AND ALL OTHER CONTENT AND MATERIALS PROVIDED BY WOLFEPAK IN CONNECTION WITH THIS AGREEMENT ARE PROVIDED "AS IS" WITHOUT ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND, AND WOLFEPAK DISCLAIMS ALL OTHER WARRANTIES, WHETHER EXPRESSED, IMPLIED, STATUTORY OR OTHERWISE AND SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES INCLUDING WITHOUT LIMITATION THE CONDITIONS AND/OR WARRANTIES OF MERCHANTABILITY OR FITNESS FOR ANY PURPOSE TO THE MAXIMUM EXTENT PERMITTED BY LAW. WOLFEPAK DOES NOT WARRANT THAT THE FUNCTIONS CONTAINED IN THE WOLFEPAK PLATFORM WILL MEET THE CUSTOMER'S REQUIREMENTS OR THAT THE OPERATION OF THE WOLFEPAK PLATFORM WILL BE UNINTERRUPTED OR ERROR-FREE. FURTHER, WOLFEPAK DOES NOT WARRANT THAT ALL ERRORS IN THE WOLFEPAK PLATFORM CAN OR WILL BE CORRECTED.

9. Limitation of Liability.

9.1 **Limitation of Liability**. NEITHER PARTY, ITS SUPPLIERS, AFFILIATES, DIRECTORS, OFFICERS, EMPLOYEES OR AGENTS SHALL BE LIABLE FOR ANY CAUSE RELATED TO OR ARISING OUT OF THIS AGREEMENT, WHETHER IN CONTRACT, NEGLIGENCE OR TORT, IN EXCESS OF THE TOTAL FEES AND CHARGES PAID BY THE CUSTOMER FOR THE WOLFEPAK PLATFORM DURING THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRIOR TO THE DATE THE CAUSE OF ACTION AROSE.

9.2 **Exclusion of Consequential and Related Damages. THE PARTIES AGREE THAT THE CONSIDERATION PAID UNDER THIS AGREEMENT DOES NOT INCLUDE CONSIDERATION FOR THE ASSUMPTION OF THE RISK OF INCIDENTAL OR CONSEQUENTIAL DAMAGES. THEREFORE,** IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES HOWEVER CAUSED AND WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY, WHETHER OR NOT THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES INCLUDING, WITHOUT LIMITATION, LOSS OF BUSINESS, LOST PROFITS OR REVENUE.

9.3 The limitations of liability under Sections 9.1 and 9.2 shall not apply to any indemnification provided by either party hereunder.

9.4 Because some states and jurisdictions do not allow limitation of liability in certain instances, portions of the above limitation set forth in this section may not apply to Customer.

9.5 NO ACTION AGAINST EITHER PARTY ARISING OUT OF THIS AGREEMENT MAY BE BROUGHT BY THE OTHER PARTY MORE THAN ONE YEAR AFTER THE CAUSE OF ACTION HAS ARISEN.

10. Indemnification.

10.1 **WolfePak Indemnification.** WolfePak shall indemnify and hold harmless the Customer against any loss, damage or cost (including reasonable attorney's fees) incurred in connection with claims, demands, suits or proceedings ("**Claims**") made or brought against Customer by a third party alleging that the use of the WolfePak Platform, as contemplated hereunder, infringes the intellectual property rights of a third party. Notwithstanding the foregoing if WolfePak reasonably believes that the Customer's use of any portion of the WolfePak Platform and/or Support is likely to be enjoined by reason of a Claim of infringement, violation or misappropriation of any third party's intellectual property rights then WolfePak may, at its expense: (i) procure for the Customer the right to continue using the WolfePak Platform or Support; (ii) replace the same with other software, services or other material of equivalent functions and efficiency that is not subject to an action of infringement; or (iii) modify the applicable software, support services or other material so that there is no longer any infringement or breach, provided that such modification does not adversely affect the functional capabilities of the WolfePak Platform and/or Support as set out herein. WolfePak shall have no liability respecting any Claim of infringement or breach as aforesaid to the extent such Claim is based upon the combination, operation or use of the WolfePak Platform or Support with other equipment or software not supplied by WolfePak or in a manner not consistent with WolfePak instructions. This Section 10.1 states Customer's sole and exclusive remedy, and WolfePak's sole and exclusive liability, regarding infringement or misappropriation of any intellectual property rights of a third party.

10.2 **Customer Indemnification.** The Customer agrees to indemnify, defend and hold WolfePak and its affiliates, and each of its and their respective officers, directors, employees, partners, contractors and agents harmless against any loss, damage or costs (including reasonable attorney's fees) incurred in connection with Claims made or brought against WolfePak by a third party arising from or relating to: (i) any gross negligence, willful misconduct or violation of applicable law by Customer or its agents; (ii)the Customer Data; or (iii) Customer's use of the WolfePak Platform.

10.3 **Mutual Provisions**. Each party's indemnity obligations are subject to the following: (i) the aggrieved party shall promptly notify the indemnifier in writing of the Claim (provided that failure to provide timely notification

hereunder shall not relieve the indemnifier of its indemnity obligations unless the indemnifier can demonstrate actual, material prejudice as a result of such failure); (ii) the indemnifier shall have sole control of the defense and all related settlement negotiations with respect to the Claim (provided that the indemnifier may not settle or defend any Claim unless it unconditionally releases the aggrieved party of all liability without the aggrieved party's prior written consent, which shall not be unreasonably denied, withheld or delayed); and (iii) the aggrieved party shall cooperate fully to the extent necessary.

11. General Provisions.

11.1 Entire Agreement This Agreement, inclusive of the Order Forms and any amendments or additions thereto, constitutes the entire agreement and sets forth the entire understanding between the parties hereto with respect to the subject matter hereof and supersedes all prior agreements and discussions with respect thereto. In the event of an inconsistency between the terms and conditions of this Agreement and the Order Forms now or hereafter appended hereto, the terms of the Order Form shall govern.

11.2 Marketing. Neither party may issue press releases related to this Agreement without the other party's prior written consent. Either party may include the name and logo of the other party in lists of customers or vendors in accordance with the other party's standard guidelines.

11.3 Relationship of Customer and WolfePak. The parties are independent contractors. This Agreement does not create a joint venture or partnership between the parties; no party is by virtue of this Agreement authorized as an agent, employee or representative of the other party.

11.4 Modifications and Waiver. No modification of, amendment or addition to this Agreement is valid or binding unless set forth in writing and fully executed by both parties hereto. Any waiver of any right or remedy under this Agreement must be in writing and signed by each party. No delay in exercising any right or remedy shall operate as a waiver of such right or remedy or any other right or remedy. A waiver on one occasion shall not be construed as a waiver of any right or remedy on any future occasion.

11.5 Assignment. This Agreement and any rights or obligations hereunder, shall not be assigned, sublicensed or otherwise transferred by the parties without the prior written consent of the non-assigning party except that either party may assign or transfer this Agreement upon a change of control of a party or by operation of law by providing the non-assigning party with prior written notice thereof provided that the assignee agrees in writing to be bound by the terms of this Agreement. This Agreement shall be binding on, and shall inure to the benefit of, the parties, their respective successors and permitted assigns.

11.6 Solicitation. During the Subscription Term and for a period of one (1) year following the termination or expiration of this Agreement (the "**Restricted Period**"), neither party shall employ, offer employment to or solicit the employment of or otherwise entice away from the employment of the other party any individual employee or independent contractor employed or engaged by such other party during the Restricted Period without the prior written consent of such other party.

11.7 Governing Law. The rights and obligations of the parties and all interpretations and performance of this Agreement shall be governed by and construed in accordance with the laws of Texas, USA, without regard to conflicts of laws principles. The parties agree that the provisions of the United Nations Convention on Contracts for the International Sale of Goods do not apply to this Agreement. The parties irrevocably and unconditionally submit to the exclusive jurisdiction of the courts of Texas, USA, and all courts competent to hear appeals therefrom. THE PARTIES WAIVE ANY RIGHT TO JURY TRIAL IN CONNECTION WITH ANY ACTION OR LITIGATION IN ANY WAY ARISING OUT OF OR RELATED TO THIS AGREEMENT.

11.8 Notices. Any notices under this Agreement shall be in writing and shall be deemed to have been delivered: (i) upon personal delivery; (ii) the fifth business day after mailing; (iii) the third business day after sending by confirmed facsimile; or (iv) the third business day after sending by email. Notices to WolfePak shall be addressed to the Managing Member at the registered office of this Agreement, with a copy to the Legal Department. Notices to the Customer shall be addressed to Customer's signatory unless otherwise designated below.

11.9 Severability. If any provision of this Agreement is held to be unenforceable or illegal by a court of competent jurisdiction, such provision shall be modified to the extent necessary to render it enforceable, or shall be severed from this Agreement, and all other provisions of this Agreement shall remain in full force and effect.

11.10 Facsimile Transmission/Counterparts. This Agreement (including any Order Form) may be executed and delivered by facsimile or email, and upon receipt such transmission shall be deemed delivery of an original. This Agreement (including any Order Form) may be executed in several counterparts each of which when executed shall be deemed to be original, and such counterparts shall each constitute one and the same instrument and notwithstanding their date of execution shall be deemed to bear the day and year first above written.

11.11 Electronic Signatures. The parties consent to electronic signatures for the purpose of executing this Agreement by e-mail or other electronic means, subject to compliance with any applicable laws, rules or regulations. Any such documents that are delivered electronically and accepted are deemed to be "in writing" to the same extent and with the same effect as if the Agreement had been signed manually. In no event shall the electronic execution expand such assent to include any terms other than those explicitly set forth in this Agreement.

11.12 Force Majeure. Neither party to this Agreement shall be liable to the other for any failure or delay in

performance by circumstances beyond its control, including but not limited to, acts of God, fire, labor difficulties, governmental action or terrorism, provided that the party seeking to rely on such circumstances gives written notice of such circumstances to the other party hereto and uses commercially reasonable efforts to overcome such circumstances.

12. **Pricing**.

12.1   All pricing will be indicated on the Order Form.

13. **Maintenance**.

13.1   **Periodic Maintenance**. WolfePak will periodically conduct routine scheduled maintenance, during which time the System or WolfePak Platform will be inaccessible. Weekly maintenance will be conducted 0700 to 1200 Central Standard Time (CST) that same day. Any active connections at this time will receive a warning 5 minutes before the connection is automatically terminated. WolfePak is not liable for any loss of data or interruption to work during this or any maintenance period.

13.2   **Emergency Maintenance**. If WolfePak is required to conduct emergency maintenance on its System, it will only be required to give as much notice as practicable.