

End User License Agreement

Convenience Management Services, Inc. a Texas corporation with its principal place of business at 7 North 5th Street, Temple, Texas 76501 (“CMSI” or “Licensor”), has developed the Compliance Safe software (the “Software”), to which it owns all rights, title, and interest, and is willing to grant you (“you” or “Licensee”) a license to use the cloud based Software under the terms of this agreement upon your acceptance of said terms of this End User License Agreement (“Agreement”).

BY CHECKING THE “I HAVE READ AND AGREE TO THE TERMS AND CONDITIONS” BOX AND/OR USING THE SOFTWARE YOU (A) ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTAND THIS AGREEMENT; (B) REPRESENT THAT YOU ARE OF LEGAL AGE TO ENTER INTO A BINDING AGREEMENT AND IF THIS AGREEMENT IS BEING ENTERED INTO ON BEHALF OF A CORPORATION, GOVERNMENTAL ORGANIZATION, OR OTHER LEGAL ENTITY, YOU HAVE THE RIGHT, POWER, AND AUTHORITY TO ENTER INTO THIS AGREEMENT ON BEHALF OF SUCH ORGANIZATION; AND (C) ACCEPT THIS AGREEMENT AND AGREE THAT YOU ARE LEGALLY BOUND BY ITS TERMS.

IF YOU DO NOT AGREE TO THESE TERMS, DO NOT CLICK CONTINUE OR USE THE SOFTWARE.

NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT OR YOUR ACCEPTANCE OF THE TERMS AND CONDITIONS OF THIS AGREEMENT, NO LICENSE IS GRANTED (WHETHER EXPRESSLY, BY IMPLICATION, OR OTHERWISE) UNDER THIS AGREEMENT, AND THIS AGREEMENT EXPRESSLY EXCLUDES ANY RIGHT, CONCERNING ANY SOFTWARE THAT YOU DID NOT ACQUIRE LAWFULLY, THAT IS NOT A LEGITIMATE, AUTHORIZED COPY OF THE SOFTWARE, OR THAT IS OTHERWISE OUTSIDE OF THE SCOPE OF A VALID, PURCHASED OR PROMOTIONAL LICENSE.

1. Definitions.

1.1. Term: The term of this Agreement shall be for the period of time described in Section 12 below.

1.2. Documentation: Any documents accompanying the Software or provided by CMSI, through its website or otherwise, for use with the Software.

2. License. Subject to Licensee’s strict compliance with all terms and conditions set forth in this Agreement, CMSI grants Licensee a limited, non-exclusive, non-transferable, non-sub licensable license during the Term to use, solely by and through Licensee’s authorized users, the Software and Documentation, solely as set forth in this Section 2 and subject to all conditions and limitations set forth elsewhere in this Agreement. This license grants Licensee the right to:

2.1. Obtain access to the cloud-based Software by logging in (with an appropriate password) to: <https://portal.compliancesafe.com>.

2.2. Upload documents into cloud storage, obtain access to all uploaded documents, share the documents with others who have a right to receive the documents and receive automated notices when permits, licenses and the like are to be renewed/updated; and

2.3. Pay, for the Software on an annual or monthly basis, per your specific agreement with CMSI on the date the Agreement is in effect, a non-refundable ‘per store/per location’ fee (that is, if Licensee has five separately branded ‘stores’, there will be five annual (or monthly) fees and/or if Licensee has stores at five different locations, there will be five annual (or monthly) fees). If Licensee exceeds usage of more than 1 GB in any month, it shall pay an additional fee of \$5 per GB used per month.

3. **Limitation on License Scope.** Notwithstanding the rights granted to Licensee in Section 2 above, you may not:
 - 3.1. Use the Software beyond the scope of the license granted in this Agreement or beyond the scope legally permitted where such use is taking place;
 - 3.2. Reverse engineer, disassemble, decompile, modify, translate, or adapt the Software or any of its component parts, or otherwise create derivative works or improvements, of the Software or Documentation; or
 - 3.3. Lease, sell, sublicense, transfer, or otherwise provide access to the Software, or of any of its component parts, to a third-party for any reason, whether or not over a network or on a hosted basis.
4. **Intellectual Property Rights.** You acknowledge and agree that CMSI is the owner of all rights in and to the Software and the Compliance Safe trademark, including any and all registered and unregistered rights granted, applied for, or otherwise now or hereafter in existence under or related to any patent, copyright, trademark, trade secret, database protection, or other intellectual property rights laws, and all similar or equivalent rights or forms of protection in any part of the world. You further acknowledge and agree that this Agreement does not convey to you any ownership interest in the Compliance Safe trademark or the Software and that you are merely granted a terminable license to use the Software in accordance with the terms of this Agreement.
5. **Third Party Software.** Licensee acknowledges and understand that some third-party software is used for some functions of the Software and that Licensor has obtained all rights necessary to use that third-party software.
6. **Support and Updates.** CMSI will use commercially reasonable efforts to provide technical support and maintenance services for the Software in accordance with its usual and customary practices, and will advise Licensee of the timing and effect of those technical services and maintenance.
7. **Data, Data Protection and Password.** Licensee shall be solely responsible for the confidentiality of its password(s). Licensee agrees that Licensor may collect, process and use Licensee's data for the implementation and processing of the contractual relationship with you. Each party shall comply with its respective obligations under applicable data protection laws ('DPL'). Licensee expressly agrees that Licensor may transfer personal data outside the European Economic Area without Licensee's further consent in order to provide the services contemplated hereunder. Licensor may comply with requests for information from legitimate judicial or legal authorities without further notice to Licensee. Licensee expressly agrees to Licensor's collection and use of Licensee's data on an anonymous, aggregated basis (that is, combined with other third party data) for Licensor's business purposes. Licensee agrees that Licensor may use the data it collects to the greatest extent covered by law, including for targeted marketing purposes. Licensee shall also be solely responsible the accuracy of its data without regard as to whether or not Licensor or Licensee has inputted said data. Data shall be defined, for purposes of this Section 7 as 'all data and information belonging to the Licensee which is delivered to or comes into the possession or control of Licensor'. For the avoidance of doubt, Licensee agrees to periodically review its data for accuracy, as it is not within Licensor's duties to do so under the terms of this Agreement.'
8. **Disclaimer of Warranties.** THE SOFTWARE IS PROVIDED TO YOU "AS IS" AND WITH ALL FAULTS AND DEFECTS WITHOUT WARRANTY OF ANY KIND. TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, CMSI EXPRESSLY DISCLAIMS ALL WARRANTIES,

WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, WITH RESPECT TO THE SOFTWARE, INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT, AND WARRANTIES THAT MAY ARISE OUT OF THE COURSE OF DEALING, THE COURSE OF PERFORMANCE, USAGE, OR TRADE, AND MAKES NO REPRESENTATION OF ANY KIND THAT THE APPLICATION WILL MEET YOUR REQUIREMENTS, ACHIEVE ANY INTENDED RESULTS, BE COMPATIBLE, OR WORK WITH ANY OTHER SOFTWARE, APPLICATIONS, SYSTEMS, OR SERVICES, OPERATE WITHOUT INTERRUPTION, MEET ANY PERFORMANCE OR RELIABILITY STANDARDS OR BE ERROR-FREE, OR THAT ANY ERRORS OR DEFECTS CAN OR WILL BE CORRECTED.

9. **Limited Warranty.** Notwithstanding the foregoing, and solely with respect to Software used under a valid license, CMSI warrants that the Software will perform substantially as described on CMSI's website when the instructions provided by CMSI are followed by the user. For the sake of clarity, CMSI's liability and any damages arising from a breach of this warranty are limited by Section 13 below.
10. **Indemnification.** As long as, and to the extent that, your use of the Software is covered by a valid license, and that such use is in accord with this agreement, CMSI will indemnify you and your officers, directors, agents, and employees against all claims, actions, judgments, awards, expenses (including reasonable attorney's fees) and damages awarded, or agreed by CMSI to be paid in settlement, arising from a claim asserting that an unaltered release of the Software including any modifications or enhancements, released by CMSI to the public during the Term of this Agreement (collectively the "Indemnified Software") infringes a third-party copyright, trade secret, or a U.S. patent, so long as you give CMSI (a) prompt written notice of such claim or action; (b) the right to control and direct the investigation, preparation, defense, and settlement of the action; and (c) reasonable assistance and information. If a final injunction is obtained against your right to continue using the Indemnified Software or, if in CMSI's opinion the Indemnified Software is likely to become the subject of a claim, CMSI shall have the option to (i) obtain the right for you to continue using the Indemnified Software; or (ii) replace or modify the Indemnified Software so that it no longer infringes but functions substantially equivalently, including with respect to form, fit, or function (including interoperability) of the Indemnified Software. If CMSI determines that neither of these alternatives is practicable after commercially reasonable efforts, CMSI shall refund to you a prorated portion of the purchase price paid for your license.

You agree to indemnify, defend, and hold harmless CMSI and its officers, directors, employees, agents, affiliates, successors, and assigns from and against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including reasonable attorneys' fees, arising from or relating to your use or misuse of the Software or your breach of this Agreement, other than liability arising from a claim that your use of the Software in accordance with this Agreement infringes the copyright, trade secret, or U.S. patent rights of a third-party.

11. **Assignment.** This Agreement and the license granted hereunder will bind and inure to the benefit of each party's permitted successors and assigns. Licensee may not assign or otherwise transfer the license granted hereunder or any of its rights, or delegate or otherwise transfer any of its obligations or performance, under this Agreement, in each case whether voluntarily, involuntarily, by operation of law or otherwise, without Licensor's prior written consent, which consent Licensor may give or withhold in its sole discretion.
12. **Term and Termination.** This Agreement remains valid and in force for the term indicated on your purchase invoice for the Software or until terminated by either party for any reason.

12.1. Neither party may terminate this Agreement unilaterally at any time. For Licensees with an annual subscription, this Agreement may only be cancelled if CMSI receives written notice of the intended cancellation thirty (30) days prior to the annual renewal date. If such written notice is not received prior to thirty (30) days of the annual renewal date, this Agreement will be automatically renewed for a further one (1) year period. For Licensees with a monthly subscription, this Agreement can be cancelled at any time with thirty (30) days prior written notice. Otherwise, monthly subscriptions will continue until a cancellation notice is received. In any event, as noted in section 2.3, paid subscription fees are non-refundable.

12.2. This Agreement is terminated automatically, and with immediate effect, if:

12.2.1 You materially breach any term of this Agreement and fail to cure the breach within thirty (30) calendar days of discovering or being notified of such breach;

12.2.2 If you fail to generally pay your debts as they become due, or make a general assignment for the benefit of creditors, or any proceeding is instituted by or against you (and is not dismissed within ninety (90) days) seeking to adjudicate Licensee as bankrupt or insolvent, or seeking liquidation, winding up, reorganization, arrangement, adjustment, protection, relief or composition of your debts under any law relating to bankruptcy, insolvency or reorganization or relief of debtors, or seeking the entry of any order for relief or the appointment of a receiver, trustee or other similar official for all or for any substantial part of Licensee's property or assets; or

12.2.3 If you use the Software in any manner beyond the scope legally permitted where such use is taking place, or of you use the Software for more than one location or for more than one branded store, while paying only one license fee.

13. Limitation of Liability. CMSI will not be responsible or liable for:

Any damages or harm (including indirect, incidental, consequential, punitive, or exemplary damages) caused or arising through anyone's use, misuse, or attempted use of the Software, including but not limited to any failure of or within the Software, data loss, programming error in, triggered by, or related to, or any incorrect or illegal use of the Software;

Claims of breach of contract, breach of warranty, guarantee or condition, strict liability, negligence, or other tort.

The foregoing limitations apply to the fullest extent permitted by applicable law.

Further, you agree that, except for its indemnification obligations under Section 10 above, CMSI's total liability (including that of its suppliers), arising from this Agreement or the Software will not exceed the actual amount Licensee paid to CMSI for its current, valid license.

14. Headings. Headings and captions are for convenience only and are not to be used in the interpretation of this Agreement.

15. Governing Law, Jurisdiction and Venue. This Agreement shall be governed by the laws of the State of Texas. The parties agree to submit to exclusive jurisdiction of the state and federal courts located in Austin, Texas. The parties further agree that any disputes shall be resolved under the substantive law of the State of Texas (exclusive of its choice of law provisions).

16. Severability. If any provision of this Agreement is adjudged by any court of competent jurisdiction to be unenforceable or invalid, and that provision is capable of being limited or eliminated without destroying the material economic incentives of the parties embodied by this Agreement then such provision shall be so limited or eliminated to the minimum extent necessary so that this Agreement shall otherwise remain in full force and effect and enforceable.

- 17. Survival.** Provisions of this Agreement that are intended to be of a continuing nature (including without limitation those set forth in Section 3 (Limitation on License Scope), Section 10 (Indemnification), Section 13 (Limitation of Liability), and Section 15 (Governing Law, Jurisdiction and Venue) will survive the termination or expiration of this Agreement and remain in full force and effect.
- 18. Waiver.** No failure to exercise or delay in exercising any right under this Agreement will operate as a waiver of that right, nor will any single or partial exercise of any right or power preclude further exercise of that right or any other right.
- 19. Complete Agreement and Modification.** This Agreement, along with CMSI's privacy policy (as available on its website), constitutes the complete and only agreement of the parties with respect to its subject matter, and can be superseded or modified by CMSI at its sole discretion. Licensee will receive notification of the superseded or modified terms via email. If Licensee continues to use the Software after receipt of said email from CMSI, the superseded or modified terms will become part of this Agreement.