

TERMS AND CONDITIONS OF USE

I. Scope of Services

Digital Canal Corporation ("DCC") provides subscription access to the features of its Cloud-Based Software (the "Software") to Client and designees of Client (i.e., Clients employees).

All subscriptions purchased are subject to these terms ("Agreement") and the Terms and Conditions OF Use (TACOU) within this document. This Agreement and the "TACOU" are subject to change without notice. This License Agreement and "TACOU" are not intended to create any contractual relationship with, or to confer the status of a third-party beneficiary.

By using the Software, you acknowledge that you have read and understand this Agreement and Accept this Agreement. You simultaneously Agree to be bound by its "TACOU" and Licensing Agreement.

This Cloud License Agreement provides the Client a limited, non-exclusive and non-transferable license bound by this Agreement and its "TACOU."

II. Term

A. If Client elects to pay monthly: The term of this Agreement commences on the date set forth on the applicable Purchase Agreement (the "Effective Date") and continues thereafter for a period of 12 months (the "Initial Term"), unless sooner terminated as provided in this Agreement.

At the end of the Initial Term, this Agreement will automatically renew for 12 additional months as it was initially agreed regarding form of payment. Unless either party gives the other party written notice of its intent not to renew at least 10 days before the expiration of the Initial Term (the "Renewal Term," and collectively with the "Initial Term," the "Term").

B. If Client elects to pay annually upfront: The term of this Agreement commences on the date set forth on the applicable Purchase Agreement (the "Effective Date") and continues thereafter for a period of 12 months, unless sooner terminated as provided in this Agreement.

III. Payment

All sales are final and non-refundable unless terminated by the Client as provided in Section II. If Client elects to pay annually upfront, as provided in Section IIB, then the payment is non-refundable. All prices and billing are in US Dollars. DCC has no obligation to provide the Service until payment has been received, as well as all finance charges related to that payment.

In certain states or countries, Clients may be obligated to report and pay a use tax or a goods and services tax on charges from DCC. Client shall be responsible for all such taxes. Fees

and expenses due from Client under this Agreement may not be withheld or offset by Client against other amounts for any reason.

Payment provides acceptance of the pricing, promotion, or trial arrangement as specified on the invoice, the Terms of Use and the Agreement. Services are invoiced to and payable by Client in advance for the Initial Term and each Renewal Term. Payments made by ACH, PayPal or credit card processing are required for monthly payments, unless other terms are agreed upon. DCC will initiate the payment method provided by Client for payment automatically at the time of invoice (the "Due Date"). **Client will hold DCC harmless in the event of credit card theft and/or malicious misuse by a third party.**

IV. Use Restrictions

Client shall not: (a) attempt to decrypt, reverse engineer, disassemble, decompile, or otherwise attempt to discern, discover, copy, or disclose the source code, algorithms, processes, or ideas supporting the Services; (b) modify, frame, link to, translate, or create any derivative works of the Services; (c) remove or alter any DCC trademark, logo, copyright or other proprietary notice, legend, symbol from the Services; or (d) use the Services in any way not expressly provided for in this Agreement, including creating fictitious users to enter misleading data. DCC is only licensing the Services to Client per the Terms of Service and this Agreement. Client shall not resell, relicense, rebrand, or otherwise provide access to DCC's Cloud Based Software Services to any other company or individual except as set out in this Agreement.

V. Limited License

Subject to the terms and conditions of this Agreement, Client grants to DCC a limited, non-exclusive, non-transferable license to process, copy, store, record, transmit, display, view, print or otherwise use Client Data for any of the following purposes: (a) to provide Services to Client; or (b) as necessary to monitor and improve the Services. "Client Data" means any data, information or other materials of any nature whatsoever provided to DCC and/or used by Client in the course of implementing and/or using the DCC Cloud Based Software.

VI. Accessibility

Cancellation of Service. If payment is not received within 12 days of its monthly due date the Agreement is terminated and the Service is cancelled.

DCC reserves the right to cancel the Software at any time, with or without Cause. If DCC cancels the Software due to a material breach of this Agreement by Client or inappropriate use by Client ("Cause"), including, but not limited to, violating use restrictions as set forth in this Agreement, failure to make payment on time, etc. then no refunds will be given.

The Software will remain active for the timeframe paid for by the Client, unless earlier terminated as provided herein. To terminate the Software, promotion, or trial period for any or all projects, notice must be given to DCC in writing at 2728 Asbury Rd, Dubuque, IA 52001.

VII. Client Data, Content, etc.

Client is responsible for all content uploaded to the website by Client and/or Client's Associates. Client hereby warrants that neither Client nor Client's associates shall upload any content to the website that is illegal. DCC reserves the right to reject or remove such content.

Client is responsible for updating, correcting, or amending data entered into DCC's Cloud Based Software. Client is responsible for ensuring that Client owns or has secured all rights necessary to copy, display, distribute, deliver, render, and publicly perform all content uploaded to the website. For any personally identifiable information uploaded by Client, Client is responsible for obtaining any required consent from the affected individual(s).

VIII. Disclaimer of Warranties

DCC MAKES NO EXPRESS OR IMPLIED REPRESENTATIONS OR WARRANTIES WITH RESPECT TO THE SERVICES, INCLUDING ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR ANY PARTICULAR PURPOSE, NON-INFRINGEMENT OR USE BY CLIENT OR CLIENTS' ASSOCIATES OR REPRESENTATIVES. THE SERVICE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. DCC IS NOT RESPONSIBLE FOR SERVICE INTERRUPTIONS AND/OR TECHNICAL PROBLEMS.

IX. Limitation of Liability

DCC'S ONLY OBLIGATION FOR SERVICE INTERRUPTIONS IT CAUSES IS TO RESTORE SERVICE AS SOON AS PRACTICABLE. IN ALL OTHER CIRCUMSTANCES, INCLUDING BUT NOT LIMITED TO A LOSS OF DATA, DCC'S LIABILITY SHALL BE LIMITED TO ONE MONTH OF THE SUBSCRIPTION FEE. DCC IS NOT RESPONSIBLE FOR THE LOSS OF INFORMATION POSTED ON ITS WEBSITE. CLIENTS AND USERS SHOULD TAKE STEPS TO PRESERVE CONTENT THROUGH OTHER MEANS IN CASE OF A LOSS.

UNDER NO CIRCUMSTANCES SHALL DCC BE LIABLE FOR (A) ANY SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES, INCLUDING LOSS OF PROFITS, ARISING FROM OR RELATED TO A BREACH OF THIS AGREEMENT OR THE OPERATION OR USE OF THE SERVICES INCLUDING SUCH DAMAGES, WITHOUT LIMITATION, AS DAMAGES ARISING FROM LOSS OF DATA OR PROGRAMMING, LOSS OF REVENUE OR PROFITS, FAILURE TO REALIZE SAVINGS OR OTHER BENEFITS, DAMAGE TO EQUIPMENT, AND CLAIMS AGAINST CLIENT BY ANY THIRD PERSON, EVEN IF CLIENT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES; (B) DAMAGES (REGARDLESS OF THEIR NATURE) FOR ANY DELAY OR FAILURE BY DCC TO PERFORM ITS OBLIGATIONS UNDER THIS AGREEMENT DUE TO ANY CAUSE BEYOND DCC'S REASONABLE CONTROL; OR (C) CLAIMS MADE A SUBJECT OF A LEGAL PROCEEDING AGAINST DCC MORE THAN TWO YEARS AFTER ANY SUCH CAUSE OF ACTION FIRST AROSE.

X. Indemnification

Client agrees to indemnify, defend, and hold harmless DCC and affiliates from and against any claim, suit, damage, loss or expense (including attorneys' fees) arising directly or indirectly out of any breach of any of Client's agreements, obligations, representations, warranties or covenants contained in this Agreement, or Client's negligence or violation of any law or regulation.

XI. Miscellaneous

- The "TACOU" apply to Client and shall be binding on Client's Associates. These terms apply to all projects between Client and DCC, including past or future projects, and these terms carry over if the Cloud Based Software service is renewed, upgraded or downgraded except as otherwise expressly provided herein.
- Should Client become involved in litigation requiring the involvement of DCC, Client agrees to compensate DCC \$145 per person, per hour for time spent fulfilling requests made by the parties involved assuming DCC can assist the Client plus other direct costs, such as travel expenses or related fees from DCC.
- This Agreement and all disputes between Client and DCC shall be governed by and construed in accordance with Iowa law (without regard to choice of law provisions). DCC shall be paid its reasonable attorney fees and expenses for any litigation between and/or Client's Associates and DCC. The common law court of Dubuque County, Iowa, shall have exclusive jurisdiction over all disputes between Client and/or Client's Associates and DCC.
- In case any one or more of the provisions contained in this Agreement shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect the other provisions of this Agreement, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.
- This Agreement will be binding upon the parties' heirs, executors, administrators, successors, assigns, and other legal representatives and will be for the benefit of DCC, its successors, and its assigns.
- Client shall not assign any of its rights or delegate any of its obligations hereunder without the prior written consent of DCC; provided, however, that either party may assign its rights or delegate its obligations, in whole or in part, without such consent and upon 30 days prior written notice to the other party, to an entity that acquires all or substantially all of the business or assets of such party to which this Agreement pertains,

whether by merger, reorganization, acquisition, sale, or otherwise. Any purported assignment or delegation in violation of this Section shall be null and void.

- No waiver by DCC of any breach of this Agreement shall be a waiver of any preceding or succeeding breach. No waiver by DCC of any right under this Agreement shall be construed as a waiver of any other right. DCC shall not be required to give notice to enforce strict adherence to all terms of this Agreement.
- This Agreement and the "TOCAU" are the final, complete, and exclusive Agreements of the parties with respect to the subject matter hereof and supersede and merge all prior discussions between them.

Contact US: 1.) 563-690-2000 2.) info@digitalcanal.com