

## **WATCH SYSTEMS, L.L.C. MASTER LICENSE AGREEMENT GENERAL TERMS AND CONDITIONS**

This Agreement of General Terms and Conditions (the “**Agreement**”) is made and entered into as of date of the purchase agreement, by and between **Watch Systems, L.L.C.**, a Louisiana limited liability company (the “**Company**”) and the Customer, who hereby agree as follows:

As an express condition to using the Company’s Application(s) as defined on Exhibit A hereto or as set forth in each Scope of Services addendum hereto (each an “**Application**”) and to receiving the associated services, Customer agrees to review and accept each of the terms and conditions of this Agreement. BY SIGNING THE PURCHASE AGREEMENT, OR BY SIGNING THE QUOTE, OR BY REGISTERING TO USE THE APPLICATION(S) OR BY USING THE APPLICATION(S), YOU ACCEPT AND AGREE TO EACH OF THE TERMS AND CONDITIONS SET FORTH BELOW.

**1. License.** Subject to the terms and conditions of this Agreement and the additional terms and conditions (i) set forth on Exhibit A and/or (ii) set forth on a Scope of Services addendum to this Agreement, and in consideration of payment by Customer of the applicable fees provided under **Section 4**, the Company grants Customer a limited, non-exclusive, non-transferable, non-assignable license to access and use only for its own internal purposes the Application(s) set forth on Exhibit A and each Scope of Services addendum hereto. In no event may Customer grant any license to, sublicense or permit any third party to use the Application(s). The terms of this Agreement will govern any updates made by the Company and its agents to the Application(s). Customer shall be responsible for furnishing any equipment, hardware, software (other than the Application(s) software) and connectivity necessary to install and use the Application(s). This Agreement shall apply to all products and services relating to the license provided by Company to Customer during the term of this Agreement including products that are owned by Company or developed by Company and licensed to Customer and third party software that is sublicensed to Customer by Company. Company will maintain the Application(s) and will provide Customer support and assistance for the Application(s) as described in the attached Exhibit A and each Scope of Services addendum hereto.

Customer’s sole means of utilizing the Application(s) shall be through internet access to Company’s server, utilizing the access codes and passwords made available by Company to access and use the Application(s). Customer shall be responsible for input of data. Customer shall strictly limit access to the Application(s) to its employees, specifically maintaining control over the dissemination and use of the access codes and passwords made available by Company to Customer so that only current employees and only employees authorized by Customer and permitted by applicable law are provided with or aware of such access codes and passwords or are allowed access to the Application(s). The Application(s) may permit the Customer to authorize others to view the data of Customer. Customer agrees that it will not allow or authorize any person or entity (including another subscriber to the Application(s)) to access the Customer’s data and information except as authorized by applicable law and by the terms of this Agreement.

The license to access and use the Application(s) pertains only to proper and intended uses of the Application(s), and Customer warrants that it will not use the Application(s) improperly, maliciously, or in ways which are not intended. Customer shall use the Application(s) solely for the Customer’s own internal purposes and Customer shall only allow its designated employees as set forth in this Agreement to access the Application(s) utilizing the access codes and passwords provided by Company.

**2. Restrictions.** Except as otherwise permitted by this Agreement, Customer may not and shall not permit others with access through Customer to (a) use, copy, duplicate, reproduce, download, rent, sell, lease, publish, upload, post, transmit, commercialize, distribute, modify or display or transfer the Application(s) or any content provided thereon; (b) reverse engineer, reverse assemble, reverse compile, disassemble, decompile, or translate the Application(s), or otherwise attempt to derive the source code of the Application(s), or modify alter, amend, modify or create derivative works of the Application(s) or any updates thereof, or authorize any third party to do any of the foregoing; (c) develop, sell or distribute applications that are capable of launching, being launched from, or are otherwise integrated with the Application(s); or (d) rent, lease, loan, resell for profit, distribute, sublicense or use in a time-sharing arrangement the Application(s), or any part thereof. Any attempt to do any of the foregoing is a violation of the rights of the Company and Customer may be subject to prosecution and damages. Usage of the Application(s) is subject to the Company’s terms of use and privacy policy, as amended from time to time, current copies of which are available upon request from the Company, and the terms and conditions of which are hereby incorporated by reference. Customer agrees to keep intact all copyright and proprietary notices attached to the Application(s) and modification thereof without the Company’s prior written consent shall constitute a breach of this Agreement and the Company’s copyright and other

proprietary rights. Customer shall not disclose any passwords or other security measures issued to Customer to any third party who is not authorized by this Agreement to access the Application(s).

**3. Ownership.** The Application(s) and all associated reference materials and manuals and any copies, modifications, alterations or derivative works thereof, and any title to any existing or future patents, copyrights, trade secrets, and other proprietary rights embodied therein are the property of the Company and are protected by copyright, trade secret and other intellectual property laws. The Applications are licensed, not sold, to Customer for use only under the terms of this Agreement and under no circumstances shall Customer be deemed to own or control the Application(s). The Company reserves all rights not expressly granted to Customer hereunder. The rights granted hereunder do not include the right to develop derivative or related works of and/or to the Application(s). Without limiting the foregoing sentence, to the extent that Customer develops any work of authorship or invention derived from or relating to the Application(s) in the course of performance/use under this Agreement (“**Work Application**”), Customer hereby unconditionally and irrevocably assigns to Company such Work Application and any rights with respect thereto. To the extent that any rights in any Work Application are not assignable to Company hereunder: (a) Customer grants Company a world-wide, permanent, irrevocable, royalty-free, unlimited, fully paid up license to such Work Application; (b) Customer agrees not to assert, file or otherwise raise any claim or action against Company for the infringement of any rights of Customer in such Work Application; and (c) Customer shall treat such Work Application as proprietary information of Company and not disclose or grant any rights to such Work Application to any third party.

**4. Fees.** In consideration for the license granted and services provided pursuant to **Section 1**, the Company will charge the fees set forth in the applicable quotation (the “**Quote**”) provided by the Company to the Customer or as set forth on Exhibit A and each Scope of Services addendum hereto (the “**Fees**”) with respect to the specific Application(s). All invoices shall be paid in full within thirty (30) days from the date of such invoice. The Customer agrees and acknowledges that in the event that an invoice is not fully paid within forty-five (45) days, Company may deactivate the Customer’s account without notice to the Customer. **The Customer understands and expressly agrees that any and all Fees paid to Company hereunder are nonrefundable.**

**5. Term; Termination.** The initial term of this Agreement with respect to each Application shall be as set forth on the respective Exhibit A and each Scope of Services addendum hereto addressing such Application and shall not automatically renew without written authorization from the Customer. Written Customer renewal will be for successive one (1) year periods (each, a “**Term**”) at the then current rates, except as otherwise set forth on Exhibit A or and each Scope of Services addendum hereto, and unless earlier terminated in accordance with this Agreement. In addition, the Company may terminate this Agreement immediately upon (i) a breach by Customer of this Agreement or of any operating procedure or policy or rules of conduct established by the Company, or (ii) Customer’s failure to pay Fees and miscellaneous charges when due in accordance with **Section 4**. In the event of termination of this Agreement for any reason, Customer agrees to (i) promptly pay or cause to be paid all outstanding Fees, charges and expenses due to the Company, (ii) cease all use of the Application(s), and (iii) destroy all copies of the Application(s). Provided that Customer is not in default of its obligations hereunder at the time of termination, upon termination of this Agreement, Customer shall have sixty (60) days from the date of termination to download its Customer Information (as defined in Section 7). Customer understands and acknowledges that Company will make such information available to Customer in whatever manner Company determines appropriate. Customer understands and acknowledges that Company has no obligation to retain the Customer Information beyond sixty (60) days after the Company deactivates the Customer’s account.

**6. Customer Name and Passwords.** Customer will be assigned a unique username and password to appropriately access the Application(s). Customer agrees not to disclose the username or password assigned to it and will implement, maintain and enforce data systems, environmental and physical security standards and procedures to ensure the security and confidentiality of any such username and password. Customer is liable for all data received by the Company entered through and under Customer’s username and/or password. Customer will immediately notify the Company of any loss, theft or unauthorized use of username and/or password.

**7. Customer Information.** Customer represents, warrants and agrees that all of the information provided in the Application(s) is true and correct and Customer agrees to promptly update any information provided in the Application(s) if such information subsequently changes. Customer understands that the Company may save and retain information input by Customer into the Application(s) (“**Customer Information**”) for Customer’s future access and Customer Information will be used and maintained by the Company per the terms of its privacy policy. Customer

Information shall at all times remain the property of Customer subject to a license in favor of Company to incorporate such data in the databases maintained by the Company and used in association with the Company’s applications and

products. The Company expressly disclaims any warranties as to the accuracy of any data saved and retained by the Company. Customer understands that it is solely responsible for providing accurate and complete information and that it will be liable to the Company if it knowingly or negligently provides false information. In addition, Customer represents, warrants and agrees that it will not (i) falsify or misrepresent any information uploaded to the Application(s), (ii) post, publish, transmit, distribute or upload any information through the Application(s) that contains a virus, or any other harmful software code or programming routine, or (iii) post, publish, transmit, distribute, or upload any information through the Application(s) that is unlawful, fraudulent or otherwise inappropriate, including without limitation any information, communication, or transmission that constitutes or supports the commission of any illegal activity or any violation of local, state, federal or foreign law.

**8. Confidentiality.** It is expressly understood and agreed that the Application(s), including but without limitation its source code, formats and information, constitutes a valuable proprietary product and trade secret of Company embodying substantial creative efforts and confidential information, ideas, and expressions. Customer agrees to take all reasonable steps to protect the confidentiality of the Application(s) and other information designated by Company as confidential including the terms of this Agreement. In addition, pursuant to this Agreement and/or the use of the Application(s), a party may disclose to the other party software, technical processes, trade secrets, functional and technical specifications, designs, drawings, translations, analysis, research, processes, computer programs, beta versions, algorithms, methods, ideas, "know how," and other technical information, materials, plans, projects ("Confidential Information"); provided, however, that Confidential Information does not include any information which the recipient can demonstrate was (a) publicly known through no fault or breach of this Agreement by the recipient; (b) already known to the recipient (by means not in violation of this Agreement) prior to disclosure to the recipient by the disclosing party; (c) lawfully disclosed by a third party; (d) independently developed without reference to the Confidential Information; or (e) disclosed pursuant to legal requirement or order. Each party will protect all Confidential Information of the other party with the same degree of care as it uses to avoid unauthorized use, disclosure, publication or dissemination of its own confidential information but in no event less than a reasonable degree of care.

**9. DISCLAIMERS.** THE COMPANY HAS TAKEN DUE CARE IN THE DEVELOPMENT AND MAINTENANCE OF THE APPLICATION(S) BASED UPON ITS UNDERSTANDING OF THE REQUIREMENTS OF THE APPLICABLE LAWS, RULES AND/OR REGULATIONS. THE COMPANY WILL ENDEAVOR TO UPDATE THE APPLICATION(S) AND SERVICES TO ADDRESS ANY MODIFICATIONS TO SUCH REQUIREMENTS AND TO MAKE IMPROVEMENTS OR CORRECT IDENTIFIED ERRORS. THE INFORMATION OBTAINED FROM THE APPLICATION(S) AND/OR SERVICES IS NOT INTENDED TO, NOR SHOULD IT, SUPERSEDE OR SUPPLANT THE ADVICE AND INTERPRETATIONS OF CUSTOMER'S ADVISORS. CUSTOMER ACKNOWLEDGES AND AGREES THAT THE COMPANY HAS NO RESPONSIBILITY FOR CUSTOMER'S USE OF THE APPLICATION(S) OR SERVICES. CUSTOMER ACKNOWLEDGES AND AGREES THAT THE COMPANY IS NOT RESPONSIBLE FOR ANY DAMAGES OR LOSSES RELATED TO ANY SYSTEM ERRORS OR DEFECTS OR INTERRUPTIONS AFFECTING THE APPLICATION(S) AND SERVICES. CUSTOMER UNDERSTANDS THAT THE APPLICATION(S) AND SERVICES MAY BE UNAVAILABLE UNEXPECTEDLY AS A RESULT OF CIRCUMSTANCES BEYOND THE COMPANY'S CONTROL. CUSTOMER ACKNOWLEDGES AND AGREES THAT THE COMPANY RETAINS THE RIGHT TO MODIFY OR ALTER THE APPLICATION(S) AND SERVICES AT ANY TIME WITHOUT NOTICE TO CUSTOMER.

Company shall provide for back-up protection of the data and information entered by Customer as set forth in Exhibit A and/or the relevant Scope of Services addendum to this Agreement. This back-up procedure is the limit of Company's responsibility for ensuring the availability of the data and information entered by Customer and protecting against failures and loss of data and shall be held blameless and free from responsibility concerning any data or information loss that may occur under the back-up procedure set forth in Exhibit A and/or the relevant Scope of Services addendum to this Agreement. Company's sole responsibility for assuring that the data and information entered by Customer is protected from loss, damage, or error shall be limited to the back-up procedure set forth in Exhibit A and/or the relevant Scope of Services addendum to this Agreement.

Company shall provide Customer with reasonable access to the Application(s). Access limitations due to third parties, including but not limited to Customer's internet provider, are not the responsibility of Company. Company does not guarantee or warrant that Customer shall have instant or unlimited access to the Application(s). Company's sole responsibility for assuring access to the Application(s) through the Internet shall be limited to maintaining the technical

capacity of Company's internet connection as set forth in Exhibit A and/or the relevant Scope of Services addendum to this Agreement.

**10. WARRANTY.** THE APPLICATION(S) AND SERVICES ARE PROVIDED TO CUSTOMER "AS IS, WHERE IS", WITH ALL FAULTS AND WITHOUT WARRANTY OF ANY KIND, EXCEPT AS EXPRESSLY PROVIDED UNDER THIS AGREEMENT. THE COMPANY AND ITS AFFILIATES, OFFICERS, DIRECTORS, MANAGERS, MEMBERS, EMPLOYEES AND AGENTS: (A) DO NOT WARRANT THE ACCURACY, COMPLETENESS, COMPREHENSIVENESS OR CURRENCY OF THE APPLICATION(S) DATA OR SERVICES, THE CONTENT PROVIDED THEREON OR THE FORMS, REPORTS OR RESPONSES GENERATED FROM THE APPLICATION(S); AND (B) EXPRESSLY DISCLAIM ALL WARRANTIES AND CONDITIONS, EXPRESS, IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. CUSTOMER IS INSTRUCTED TO USE THE COMPANY'S APPLICATION(S) AND SERVICES AT THEIR OWN RISK. THE COMPANY MAKES NO WARRANTY OR GUARANTEE THAT THE APPLICATION(S) OR SERVICES WILL BE UNINTERRUPTED, AVAILABLE AT ANY TIME OR FROM A PARTICULAR LOCATION, SECURE OR ERROR-FREE, THAT DEFECTS WILL BE CORRECTED OR THAT THE APPLICATION(S) IS/ARE FREE OF VIRUSES OR OTHER POTENTIALLY HARMFUL COMPONENTS. NOTWITHSTANDING THE FOREGOING, THE COMPANY AGREES THAT IT WILL USE ITS COMMERCIALY REASONABLE BEST EFFORTS TO MAINTAIN THE SECURITY, COMPLETENESS, COMPREHENSIVENESS AND CURRENCY OF THE APPLICATION(S) FROM VIRUSES OR OTHER POTENTIALLY HARMFUL COMPONENTS. INFORMATION AND DATA ACCESSIBLE THROUGH THE APPLICATION(S) HAVE BEEN ENTERED BY EITHER CUSTOMER OR BY THIRD PARTY USERS OF THE APPLICATION(S) OR OBTAINED FROM THIRD PARTY SOURCES, AND ANY RELIANCE BY CUSTOMER ON SUCH INFORMATION AND DATA IS THE SOLE AND EXCLUSIVE ASSUMPTION OF RISK BY CUSTOMER. Company does not represent that information and data provided by third parties are accurate or free from errors, and Company shall be held blameless for any errors in the data and information accessible through the Application(s).

**11. Limitation of Liability; Indemnification; Remedies.** Neither the Company nor its affiliates, officers, directors, members, managers, employees or agents shall be liable under any claim, demand or action arising out of or relating to the Company services or Customer's reliance upon the information provided by the Application(s). Further, Company shall not have any responsibility for defects caused by Customer's failure to comply in any respect with the relevant instructions for the Application(s), for defects caused by Customer's inaccurate or improper inputting of data, for defects caused by unqualified users, for defects caused by unauthorized alterations of the Application(s), for defects which are attributable to the Internet, for any defect caused by force majeure, or for any other defect which is not attributable to Company. Customer's sole remedy in the event Company breaches its warranty with respect to services will be to have Company reperform the defective services. In order to implement this waiver, Customer agrees to indemnify, defend and hold the Company, its affiliates, officers, directors, employees and agents harmless to the fullest extent of the law from any threatened or pending claims, lawsuits, proceedings, costs, attorneys' fees, damages or other losses arising out of or in any way relating to the Company's services, Customer's use of the Application(s) or the content provided thereon or thereby. The foregoing sentence shall not apply to the extent (for that portion) such claims arise out of Company's gross negligence or intentional misconduct. In no event will the Company, its affiliates, officers, directors, employees or agents have any liability for direct, special, incidental, consequential or punitive damages, including without limitation damages due to lost profits or business interruption, or other damages, even if they have been advised of the possibility of such loss or damages and whether or not such loss or damages is/are foreseeable and notwithstanding the failure of essential purpose of any limited remedy. Without limiting any of the foregoing terms, the Company's liability in connection with this Agreement shall not exceed an amount equal to the Fees paid by Customer in the preceding twelve (12) months. Customer agrees that Company would suffer immediate and irreparable harm from any breach of this Agreement and monetary damages would be inadequate to compensate Company for such harm. Therefore, in addition to any other remedies available to Company at law or in equity, Company shall be entitled to injunctive relief for any such breach without the posting of bond or other security and without proof of actual damages.

**12 Independent Contractor.** The relationship between Customer and Company is that of an independent contractor. No agency, partnership, joint venture or franchise relationship is intended or created by the terms and conditions of this Agreement.

**13. Supervision; Right to Audit.** The Company reserves, without assuming any obligation therefor, the right to supervise any and all material, content and information on the Application(s) and audit Customer's use of the Application(s) to determine compliance with the terms and conditions of this Agreement and all current and future operating procedures and policies and rules of conduct established by Company.

**14. General Terms.**

**14.1 Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which counterparts taken together shall constitute one and the same instrument. The parties hereto agree that this Agreement and any related documents may be executed by facsimile or digital signature, which will have the same effect as an original signature.

**14.2 Amendments and Waivers.** Except as otherwise provided under Section 4, any provision of this Agreement may be amended or waived if, and only if, such amendment or waiver is in writing and is signed, in the case of the amendment, by each party to this Agreement or, in the case of a waiver, by the party against whom the waiver is to be effective. No failure or delay in exercising any rights or privilege hereunder shall operate as a waiver thereof. No waiver of any right or privilege in respect to any occurrence or event on one occasion shall be deemed a waiver of such right or privilege in respect of such occurrence or event on any other occasion.

**14.3 Severability.** If any term or provision of this Agreement or the application thereof to any person or circumstances shall, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law. Further, if any provision of this Agreement becomes inconsistent with any present or future law or regulation of any entity having regulatory jurisdiction over it, that provision shall be superseded or amended to conform to such law and regulation, but the remainder of this Agreement shall remain in full force and effect.

**14.4 Successors and Assigns; Assignability.** This Agreement is binding upon the successors and assigns of the parties hereto. Notwithstanding anything to the contrary contained herein, this Agreement is not assignable sub-licensable or transferable, except upon the prior written consent of Company. Assigning, transferring or sublicensing this Agreement shall not relieve Customer of its obligations hereunder.

**14.5 Construction; Conflict.** Headings in this Agreement are inserted solely for convenience of reference and will neither constitute a part of this Agreement nor affect its meaning, construction or intent. Whenever used in this Agreement, unless the context indicates otherwise, the singular will include the plural, the plural will include the singular, and the male gender will include the female gender. The words "include," "includes" and "including" shall be deemed to be followed by the words "without limitation," unless otherwise specified. In the event of a conflict between the terms of this Agreement and Exhibit A or any Scope of Services addendum to this Agreement, the terms of Exhibit A or the applicable Scope of Services shall take precedence over a conflicting term of this Agreement with respect to the Application being addressed thereby.

**14.6 Notices.** Whenever any notice may be or is required to be given hereunder, such notice shall be in writing and sent by United States first class mail, postage prepaid; or by overnight delivery service, where receipt is given, and addressed to such party at its last address appearing in the records of the party who is providing the notice; or by e-mailing such person at his, her or its last known e-mail address with a confirmation copy delivered in accordance with this provision.

**14.7 Governing Law.** This Agreement shall be construed and governed by the laws of the State of Louisiana.

**14.8 Entire Agreement.** This Agreement contains the entire Agreement between the Company and Customer related to the subject matter hereof and supersede all prior agreements, proposals or representations, whether written or oral, between the parties relating to the subject matter of this Agreement. All exhibits hereto and Scope of Services addendums to this Agreement are intended to be and hereby are specifically made a part of this Agreement.

14.9 **Third-Party Beneficiaries.** No provision of this Agreement shall confer upon any person other than the parties hereto any rights or remedies hereunder.

14.10 **Force Majeure.** Company shall not be in default or otherwise liable for any delay in or failure of its performance under this Agreement if such delay or failure arises by reason of Force Majeure. “**Force Majeure**” shall mean, for the purposes of this Section, delays, loss, damages or other consequences of acts, omissions or events beyond a party’s reasonable control including, but not limited to, Acts of God, strikes, lockouts or other industrial disturbances, wars, insurrections, riots, epidemics, natural disasters including hurricanes, adverse weather conditions, and shortages of labor; however lack of funds shall not be deemed to be a reason beyond a party’s control.

14.11 **Survival of Provisions.** All obligations of the parties which expressly or by their nature survive termination or expiration of this Agreement shall continue in full force and effect subsequent to and notwithstanding such expiration or termination and until they are satisfied or they expire by their nature or as provided in this Agreement.

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## Exhibit A

Subject to the terms and conditions set forth in the Agreement, including, without limitation, those additional terms and conditions set forth in this Exhibit A, the Company grants Customer a license, as set forth herein, to use the following application(s) (the “**Application(s)**”):

Company’s Application – The Company grants Customer a limited, non-exclusive, non-transferable, non-assignable license to use only for its own internal purposes the Company’s Application, subject to the additional terms set forth herein:.

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