

Duæl Master Services Agreement

This Master Services Agreement (this “**MSA**”) by and between Duæl, Co., a Texas corporation with an address at 1919C South First Street, Austin, TX 78704 (“**Duæl**”), and recipient of services (the “**Customer**”), is accepted upon entering into an Order Form with Duæl, effective as of the date indicated on the first Order Form submitted by the Customer and accepted by Duæl shall become effective as of the date of Duæl’s signature on the Order Form (or other written form of acceptance, including without limitation via email response), or upon the initial delivery of the ordered product and/or service by Duæl, whichever is earlier (the “**Effective Date**”). Customer and Duæl agree that all rights and obligations of the parties are as set forth in this MSA and the attached Order Form(s) and any other exhibit referenced and incorporated herein or therein (all as amended and in effect from time to time, all collectively, the “**Agreement**”).

The following terms and conditions (the “**Customer Terms**”) govern Customer’s access and use of the Services (defined below).

1. Provision of Services.

1.1 “**Services**” means Licensing Services and Professional Services. “**Licensing Services**” means any recurring services that are ordered by Customer and made available by Duæl on a ongoing manner pursuant to one or more Order Forms under which Customer ordered the applicable Licensing Services. “**Professional Services**” means such consulting and development services, if any, that are ordered by Customer and provided by Duæl, as more particularly described in the Order Form under which Customer ordered the applicable Professional Services. “**Order Form**” means the paper or electronic Order Form (including any exhibits, schedules, supplements, or addenda thereto) under which Customer ordered the applicable Services; for the avoidance of doubt, an email exchange between Customer and Duæl may serve as an Order Form.

1.2 Following Duæl’s contractual acceptance of an Order Form submitted by Customer, Duæl will make the applicable Services available to Customer during the applicable term as set forth in such Order Form, in which case any additional terms and conditions contained in such Order Form are hereby incorporated into the Agreement by reference and are legally binding with respect to such Services. The Services will be provided in accordance with the provisions of these Customer Terms, as the same may be modified or amended by the Order Form(s) under which such Services are being provided. In the case of a conflict between a provision in an Order Form and a provision in these Customer Terms, such conflicting provision of the Order Form shall prevail, but only with regard to that particular Order Form.

2. Fees; Payment.

2.1 Fees for Services are due and payable by Customer as specified in the applicable Order Form. Except as otherwise specified in the applicable Order Form, all payment obligations of Customer are non-cancelable and fees paid are non-refundable even if there are event

cancellations. Except as otherwise specified in the applicable Order Form, Customer shall reimburse Duæl for all reasonable travel expenses and out of pocket expenses incurred in connection with the Professional Services. Any sum due Duæl under the Agreement for which a time for payment is not otherwise specified in the applicable Order Form will be due and payable within thirty days after the due date of an invoice therefor from Duæl. If Customer wishes to dispute any charges, Customer must notify Duæl in writing of the good faith reasons for such dispute within 30 days of receipt of the applicable statement or invoice and timely pay all undisputed charges. Except for amounts disputed in good faith in accordance with this Section 2.1, amounts not paid by Customer by the due date will bear interest from such due date at the lesser of 1.5% per month or the maximum rate permitted by applicable law. Without limiting any of Duæl’s other rights and remedies, failure of Customer to fully pay any invoiced amount within sixty days after the date of the invoice will be deemed a material breach of the Agreement, justifying suspension of the Services, and will be sufficient cause for immediate termination of the Agreement by Duæl.

2.2 Unless specified in the applicable Order Form, fees do not include any taxes, duties, levies or charges of any kind assessable by any governmental authority (including but not limited to any VAT, GST and sales, use or withholding taxes, but excluding taxes based solely on Duæl’s income, property and employees). If Duæl is legally required to pay or collect any taxes for which Customer is responsible hereunder, Duæl may bill and collect such amounts from Customer in addition to the amounts otherwise payable hereunder.

3. Proprietary Rights

3.1 During the term of the applicable Order Form, Duæl grants Customer a limited and non-exclusive right and license to access and use the Services pursuant to this Agreement only for Customer’s own operations. Except for the limited rights expressly granted to Customer hereunder, Duæl reserves all right, title and interest in

and to the Services, including all related intellectual property rights, and no rights are granted to Customer, whether by estoppel, implication or otherwise.

3.2 In order to facilitate provision of the Services, Customer may be required to provide data specific to its operations (collectively, "Customer Data"). Customer grants Duæl a limited and non-exclusive right and license to access, store, transmit, analyze and use the Customer Data for the limited purposes of providing the Services to Customer during the term of the applicable Order Form. Customer shall remain the sole and exclusive owner of Customer Data as between the parties, regardless of where such data is maintained.

3.4 User feedback is essential to the continued improvement of Duæl's products and services. For purposes of this Agreement, the term "Feedback" shall mean all feedback, suggestions, recommendations, or other information, ideas or materials regarding features, functionality, content or usage of the Services as well as any improvements, modifications, derivatives, adaptations, specifications, inventions, designs, updates or enhancements made or otherwise provided by Customer with respect to the Services. Customer hereby assigns to Duæl all right, title and interest in and to all Feedback, whether made or otherwise provided by Customer during or after the term of this Agreement. Customer shall promptly transmit all Feedback to Duæl and execute and deliver all appropriate instruments that may be necessary or proper to secure Duæl's right, title and interest therein.

4. Confidentiality.

4.1 "Confidential Information" means all confidential information being disclosed by one party to the other party (including but not limited to marketing plans, business strategies, customer information, technical information, product plans and designs) that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and circumstances of its disclosure.

4.2 The receiving party will: (i) hold the disclosing party's Confidential Information in confidence using the same degree of care that it uses to protect the confidentiality of its own confidential information of like kind (but in no event less than reasonable care); (ii) restrict disclosure of the disclosing party's Confidential Information to those of its employees, agents or representatives with a need to know such information and who are bound by obligations respecting the protection of confidential information which are substantially similar to those of this Agreement and which would extend to the disclosing party's Confidential Information; and (iii) not use the disclosing party's Confidential Information for any purpose outside the scope of this Agreement.

4.3 The restrictions in this Section 4 will not apply to Confidential Information to the extent it (i) was in the public domain at the time of disclosure; (ii) became publicly available after disclosure to the receiving party without breach of this Agreement; (iii) was lawfully received by the receiving party from a third party without such restrictions; (iv) was known to the receiving party, its employees, agents or representatives without such restrictions prior to its receipt from the disclosing party; or (v) was independently developed by the receiving party without breach of this Agreement. The receiving party may disclose Confidential Information to the extent required pursuant to judicial order or other compulsion of law; provided that the receiving party shall provide prompt notice of such requirement to the disclosing party (to the extent legally permitted) and shall comply, at the disclosing party's expense, with any protective order imposed on such disclosure; provided further that the disclosing party shall reimburse the receiving party for the reasonable cost of compiling and providing secure access to such Confidential Information if such disclosure is required as part of a legal proceeding that involves the disclosing party.

4.4 Customer acknowledges and agrees that employees, agents and representatives of Duæl who have received or have been exposed to Customer's Confidential Information may further develop their knowledge, skills and experience (including, but not limited to, ideas, concepts, know-how and techniques), which may be based on such Confidential Information. The restrictions in this Section 4 will not apply to the subsequent use, and disclosures incidental to such use, by such employees and agents of such knowledge, skills and experience, as unintentionally retained in their unaided memories. The receipt of or exposure to Customer's Confidential Information under this Agreement will not in any way limit or restrict the work assignments of any of Duæl's employees, agents or representatives.

5. Indemnification.

5.1 Duæl shall defend Customer against any claim, demand, suit, or proceeding made or brought against Customer by a third party to the extent such claim, demand, suit, or proceeding alleges that Customer's use of the Services as permitted hereunder infringes any copyright, trademark or trade secret rights of a third party, and shall indemnify Customer for any damages, attorney fees and costs finally awarded against Customer as a result of such infringement; provided that Customer give Duæl prompt written notice, reasonable assistance (at Duæl's expense) and sole control of the defense and settlement thereof (provided that any settlement unconditionally releases Customer of all liability).

5.2 Customer shall defend Duæl against any claim, demand, suit, or proceeding made or brought against Duæl by a third party to the extent such claim, demand, suit, or proceeding alleges that any of Customer's

business processes or data, or Customer's use of the Services other than as permitted hereunder infringes any intellectual property rights of a third party, and shall indemnify Duæl for any damages, attorney fees and costs finally awarded against Duæl as a result of such infringement; provided that Duæl gives Customer prompt written notice, reasonable assistance (at Customer's expense) and sole control of the defense and settlement thereof (provided that any settlement unconditionally releases Duæl of all liability).

5.3 If Duæl reasonably believe the Services may infringe the intellectual property rights of a third party, Duæl may, in Duæl's discretion and at no cost to Customer, either: (i) modify the Services so that they no longer infringe, (ii) obtain a license for Customer's continued use of the Services in accordance with this Agreement, or (iii) terminate this Agreement upon 30 days' written notice and refund to Customer any prepaid fees covering the remainder of the subscription period after the effective date of termination.

5.4 THIS SECTION 5 STATES THE INDEMNIFYING PARTY'S SOLE LIABILITY TO, AND THE INDEMNIFIED PARTY'S EXCLUSIVE REMEDY AGAINST, THE OTHER PARTY FOR ANY TYPE OF THIRD-PARTY INTELLECTUAL PROPERTY INFRINGEMENT CLAIM.

6. Disclaimers; Limitation of Liability.

6.1 EXCEPT AS EXPRESSLY PROVIDED HEREIN, NEITHER PARTY MAKES ANY WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, AND EACH PARTY SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.

6.2 IN NO EVENT SHALL EITHER PARTY'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT (WHETHER IN CONTRACT OR TORT OR UNDER ANY OTHER THEORY OF LIABILITY) EXCEED THE TOTAL AMOUNT PAID BY CUSTOMER HEREUNDER. THE FOREGOING SHALL NOT LIMIT CUSTOMER'S PAYMENT OBLIGATIONS UNDER SECTION 2.

6.3 IN NO EVENT SHALL EITHER PARTY HAVE ANY LIABILITY TO THE OTHER PARTY FOR ANY LOST PROFITS OR REVENUES OR FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, COVER OR PUNITIVE DAMAGES HOWEVER CAUSED, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY, AND WHETHER OR NOT THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

6.4 THE FOREGOING DISCLAIMERS AND LIMITATIONS OF LIABILITY SHALL NOT APPLY TO THE EXTENT PROHIBITED BY APPLICABLE LAW.

7. Termination.

This Agreement may be terminated by either party for cause upon 30 days written notice if the other party is in breach of any material provision of this Agreement if such breach remains uncured at the end of such 30-day period. Sections 3-9 survive any such termination or expiration.

8. Notifications.

8.1 All notifications shall be in writing and deemed received if by email or certified mail to the address specified by the parties.

8.2 Duæl's address for notifications shall be:

Duæl
Attn: Barry Kahn, CEO
1919C South 1st Street
Austin, TX 78704
Email: notifications@duaeltrack.com

8.3 Customer's address for notifications shall be the physical address and email provided on the most recent Order Form.

9. General.

9.1 If you are accepting the Customer Terms on behalf of a company or other legal entity, you represent that you have the authority to bind such entity and its affiliates to the Agreement, in which case the terms "you" and "your" will refer to such entity and its affiliates. If you do not have such authority, you may not accept the Customer Terms and you may not access or use the Services. You represent and warranty that entry into and performance under these Customer Terms and any subsequent Order Form will not violate or conflict with any other agreement to which Customer is bound. Customer acknowledges that Duæl would not otherwise enter into this Agreement or agree to perform its duties hereunder, and Customer agrees to indemnify Duæl against any breach or inaccuracy by Customer of such representation and warranty.

9.2 The Services may comprise commercial computer software developed at private expense and are subject to limited utilization as expressly stated in this Agreement. If a government agency has a need for rights not conveyed under these terms, it must negotiate with Duæl to determine if there are acceptable terms for transferring such rights, and a mutually acceptable written addendum specifically conveying such rights must be included in any applicable contract or agreement.

9.3 The Services may contain encryption or other technology, the provision of which is restricted by U.S. export control laws and regulations. Customer certifies that it is not named on any U.S. government denied-party list and that Customer will use the Services in conformance with U.S. export control laws and regulations and will not provide or re-export the Services to countries to which the U.S. government does or may in the future prohibit exports or to citizens, nationals or permanent residents of those countries.

9.4 The parties are independent contractors. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary or employment relationship between the parties. Nothing in this Agreement creates an exclusive relationship or in any way prevents Duæl from entering into similar arrangements with or providing similar services to other entities, including, without limitation, other similar customers. Customer understands and acknowledges that Duæl may, in Duæl's sole discretion, use some or all of the generalizable insights, information, or results of any of the products or services provided hereunder in providing products or services to other customers and nothing in this Agreement shall be construed to limit Duæl's right to do so.

9.5 This Agreement is governed by and will be construed using Texas law, without giving effect to conflict of law provisions or to constructive presumptions favoring either party. All actions arising out of or relating to this Agreement will be heard and determined exclusively by the state and federal courts located in Travis County, Texas and each party hereby consents to and waive any objections with respect to such jurisdiction and venue. Each party hereby waives any right to jury trial in connection with any action arising out of or relating to this Agreement.

9.6 These Customer Terms, together with all mutually agreed Order Forms and any exhibits, schedules, supplements, or addenda thereto, constitutes the final, complete and exclusive agreement among the parties regarding acquisition and use of the Services and supersedes all prior or contemporaneous agreements or understandings, whether in written, oral, electronic, or other form, relating to the subject matter hereof, including any prior versions of the Customer Terms.

9.7 No modification or waiver of any provision of this Agreement is effective unless it is contained in a written document that has been either signed or accepted electronically by the party against whom such modification or waiver is asserted. Except for the terms and conditions of Order Forms provided by Duæl, the terms and conditions contained in any purchase order or other order documentation submitted by Customer will be null and void and will not be incorporated into this Agreement. No failure or delay by either party in exercising any right under this Agreement constitutes a waiver of that right. The waiver of any breach or

provision of this Agreement will not be deemed a waiver of any different or subsequent breach.

9.8 The provisions of this Agreement are severable. In the event that any provision or portion thereof is found by any court to be invalid or otherwise unenforceable, the remainder of this Agreement will not be affected, and the parties consent to such court's substitution of a valid and enforceable term that approximates the intent and effect of such invalid or unenforceable provision or portion.

9.9 No party will bear any responsibility or liability for its performance (other than with respect to its payment obligations) under this Agreement as a result of such party's inability to perform its obligations hereunder (other than with respect to its payment obligations) due to any Force Majeure. "Force Majeure" shall include, but not be limited to, act of God, war, riot, flood, civil commotion, insurrection, pandemic or epidemic, severe or adverse weather conditions, failure of any utilities, telecommunications or cloud computing provider, or any other cause beyond the reasonable control of such party; provided that: (i) the party affected by a Force Majeure gives the other party prompt notice of such Force Majeure and uses reasonable efforts to overcome such Force Majeure; and (ii) if a Force Majeure thereby affects a party's performance (other than with respect to performance of payment obligations) under this Agreement for more than 30 days, the other party may terminate this Agreement

9.10 Except as otherwise provided herein, any notice or other communication to be given hereunder must be in writing and either (as elected by the party giving such notice): (i) personally delivered; (ii) sent postage prepaid by registered or certified mail, return receipt requested; (iii) transmitted by facsimile (with a confirmation of receipt) or email; or (iv) deposited prepaid with a nationally recognized overnight courier service. Notices will be deemed to have been duly given on the date of receipt (or if non-electronic delivery is refused, the date of such refusal).

9.11 Neither party may assign any of its rights or obligations hereunder, whether by operation of law or otherwise, without the prior written consent of the other party (not to be unreasonably withheld). Notwithstanding the foregoing, either party may assign this Agreement in its entirety, without consent of the other party, in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets not involving a direct competitor of the other party. A party's sole remedy for any purported assignment by the other party in breach of this paragraph will be, at the non-assigning party's election, termination of this Agreement for cause upon written notice to the assigning party. Subject to the foregoing, this Agreement is binding upon and inures to the benefit of the parties, their respective successors and permitted assigns.

9.12 Customer agrees that Duæl may use Customer as a reference account with respect to the subject matter hereof. Further, Duæl may use Customer's name and/or logos in press releases and marketing materials, subject to the prior approval of such use by Customer, which approval shall not be unreasonably withheld.

9.13 During the term of the Agreement, and for a period of one year following the termination of the Agreement, Customer shall refrain from soliciting any employees of Duæl unless Customer obtains the prior written consent of Duæl.