

Updated: February 5, 2026

MASTER CUSTOMER AGREEMENT

This Master Customer Agreement (together with the applicable Order Form attached hereto and any exhibits and statement of work hereunder, the “Agreement”) is between SocialCondo USA Holdings, LLC, d/b/a TownSq, a Texas limited liability company (“TownSq”, “We”, “Us” or “Our”) and the entity identified in the applicable Order Form and its Affiliates (collectively, “Customer”, “You” or “Your”). TownSq and You are each a “Party” and together are the “Parties” to the Agreement.

BY EXECUTING AN ORDER FORM THAT REFERENCES THIS AGREEMENT; BY USING THE SERVICES; OR BY OTHERWISE ACCEPTING THIS AGREEMENT, YOU AGREE TO BE BOUND BY THE TERMS AND CONDITIONS OF THIS AGREEMENT. IF YOU DO NOT AGREE WITH THE TERMS AND CONDITIONS IN THIS AGREEMENT, YOU MUST NOT SUBSCRIBE TO OR USE THE SERVICES.

The Agreement sets forth the terms and conditions that govern Your use of the Services. Additional terms and conditions may be applicable to you, including terms related to your use of our website and terms applicable to your use of certain Services, such as the “Payment Processing Services” or “Accounting and Financial Services” (collectively, the “Terms of Use”). We may present such additional Terms of Use to you through a hyperlink to our website (and such Terms of Use may be updated by Us from time to time). Your use of the applicable Services shall be conditioned on, and subject to, your agreement to comply with these additional Terms of Use.

Further, You acknowledge and agree that upon execution of any Order Form between the Parties for use of the Services, if requested by Us You will enter into Our statements of work, as applicable, and such statements of work may include additional terms applicable to your subscribed Services.

1. Definitions.

- 1.1. “Affiliate” means as to an any individual, organization or other entity, any of its parents, subsidiaries, or other entity that, directly or indirectly, is Controlled by, is under common Control with or Controls such individual, organization, or other entity, but only as long as such control exists. For purposes of this definition, “Control” means, as to any person, the direct or indirect power to direct or cause the direction of the management and policies of such person, whether through the ownership of voting securities or interest in a company or control of the composition of the board of directors, including, if any, the respective successors and assigns of any or all of them, by contract, agreement or otherwise.
- 1.2. “Authorized User” means an individual, HOA or other user who are authorized by You to access and use a Service.
- 1.3. “Effective Date” means the date on which this Agreement is executed by the Parties.

- 1.4. “Feedback” means any suggestion, enhancement request, recommendation, correction or other feedback provided by You to Us relating to the Services.
- 1.5. “Fees” means the fees chargeable to You by Us for access to and use of the Services as set forth in Section 7 herein.
- 1.6. “Harmful Code” means any software, hardware or other technologies, devices, or means, the purpose or effect of which is to (i) permit unauthorized access to, or destroy, disrupt, disable, distort, or otherwise harm or impede, in any manner, (a) any computer, software, firmware, hardware, system or network, or (b) any application or function of any of the foregoing or the integrity, use, or operation of any data processed thereby; or (ii) prevent Us or any other user from accessing or using the Services as intended by the Agreement, and includes any virus, bug, Trojan horse, worm, backdoor, or other malicious computer code and any time bomb or drop-dead device.
- 1.7. “Intellectual Property Rights” means all intellectual property rights and other industrial or other similar proprietary rights in any jurisdiction worldwide, whether registered or unregistered or under common law, including such rights in and to: (i) trademarks, trade names, services marks, trade dress and all other indicia of origin, including all registrations and applications of the foregoing and goodwill associated with any of the foregoing; (ii) copyrights, works of authorship and all other copyrightable works, including all registrations, applications or renewals of the foregoing; (iii) trade secrets, methodologies, techniques, know-how and any other information which provides value or a competitive advantage and is not publicly known; or (iv) inventions, ideas, discoveries, developments, whether patentable or not, and any issued patents or pending patent applications, including any divisionals, continuations, continuations-in-part, reissues, reexaminations and extensions thereof and any counterparts claiming priority anywhere in the world.
- 1.8. “Minimum Monthly Fees” means the minimum monthly amount payable by You to Us for each Service subscribed to by You under any Order Form, calculated based on the minimum number of Units and/or number of Associations (as applicable) listed for such Service in the Order Form.
- 1.9. “Open Source Software” means all software licensed under a license approved by the Open Source Initiative and listed at <http://www.opensource.org/licenses/>, including, without limitation the GNU General Public License, the GNU Lesser Public License, the Mozilla License, the Eclipse License, the Common Public License, the Artistic License, the BSD License, the Apache License, or any license that is similar to such licenses.
- 1.10. “Order Form” means an order form that references this Agreement and is executed by both Parties.
- 1.11. “Services” means any and all application, software, content or services provided by Us pursuant to any Order Form executed under this Agreement.

- 1.12. “Third-Party Content” means any information, data, material or other content that is made available to You by a third party through Our site or in connection with the Services.
- 1.13. “Your Content” means any information, data, material or other content that You or Your Authorized Users upload, transmit or otherwise provide to Us.
2. **Services.** During the Term, We will provide You the Services ordered in the applicable Order Form in accordance with the Agreement. You acknowledge that, as part of the applicable Services, we may provide APIs for such Services to operate and interface with other products or services, as applicable.
3. **Your Right.** Your rights, if any, with respect to specific Services are set forth in the applicable Terms of Use.
4. **Restrictions on Use.** You shall use the Services solely for expressly authorized and legal purposes, consistent with all applicable laws, rules, and regulations, including those related to privacy, data protection, or intellectual property. You shall not, and shall not permit any other person or entity to, and shall ensure Authorized Users will not: (i) disassemble, decompile, reverse engineer, modify, copy, translate or create or attempt to create derivative works of the Services or any component or part thereof; (ii) use the Services to store or transmit any of Your Content that is libelous, tortious, unlawful or that infringes or otherwise violates the Intellectual Property Rights or privacy rights of a third party; (iii) make the Services available to anyone other than Your Authorized Users; (iv) sell, resell, license, sublicense, distribute, make available, loan, rent or lease the Services; (v) use the Services to provide services to third parties (e.g., service bureau or outsourcing); (vi) circumvent, endanger, disrupt or interfere with the operation, security or integrity of the Services; (vii) use the Services to store or transmit Harmful Code or introduce such Harmful Code into the Services; (viii) attempt to gain unauthorized access to the Services or its related systems or networks; (ix) attempt or permit direct or indirect access to or use of the Services in a way that circumvents a contractual usage limit; (x) perform or disclose any benchmark or performance tests of the Services; (xi) remove, alter or obscure any proprietary notices or markings from TownSq or its licensors; (xii) use any software components other than those specifically identified in the applicable Order Form, even if it is technically possible to access other software components; (xiii) use the Services to build or develop any similar or competing product or service; (xiv) use the Services in any way to spread misinformation, harm, harass, menace, or cause damage or injury to any person, organization, or property, including but not limited to transmitting any material that is false, defamatory or obscene or constitutes unsolicited bulk-email or spam; (xv) collect, store, or share sensitive personal information about individuals without their consent; (xvi) to spread misinformation, harm individuals or organizations, or create content intended to deceive, manipulate, or harm; or (xvii) for any other unlawful or unethical purpose (the foregoing, collectively, the “Acceptable Use Policy”). In addition to other rights that We have under this Agreement, We have the right to take remedial action in Our sole discretion if the Acceptable Use Policy is violated, and such remedial action may include, e.g., removing or disabling access to material that violates the policy without providing notice to You.

5. Changes. We may modify, remove or discontinue any of the Services, or the functionality thereof, from time to time in Our sole discretion, without any liability or notice to You. We do not guarantee the availability of any features, level of performance, functionality, security, availability or interoperability of the Services and will not be responsible for any interruption, either intended or unintended, caused by such changes.

6. Your Responsibilities.

- 6.1. You will use best efforts to prevent unauthorized access or use of the Services. You will promptly notify Us if You suspect or become aware of any unauthorized access or use of the Services or any other known or suspected breach of security. You understand that you are solely liable and responsible for Your Authorized Users' compliance with the Agreement and for ensuring that Your Authorized Users use of the Services complies with all applicable laws and regulations. If any Authorized User violates the Agreement, You will immediately suspend access to the Services for such Authorized User.
- 6.2. You are solely responsible for the accuracy, quality, integrity, legality, reliability, and appropriateness of Your Content and for obtaining all rights related to Your Content necessary to perform the Services.
- 6.3. You acknowledge and agree that You are solely responsible for (i) any required notices, consents, and/or authorizations related to Your provision of, and our processing of, Your Content as part of the Services, (ii) any security vulnerabilities, and the consequences of such vulnerabilities, arising from Your Content or Your systems, including any Harmful Code, and (iii) any use by You or the Authorized Users of the Services in a manner that is inconsistent with the terms of the Agreement.
- 6.4. You are responsible for any accessibility requirements to use the Services, including, but not limited to, obtaining compatible software, hardware and internet access. We are not responsible for any interruption in Your use of the Services caused by Your failure to meet accessibility requirements.
- 6.5. We have no obligation to provide any updates or upgrades, including, but not limited, to any enhancements or bug fixes or new versions of the Services. Where We make any updates or upgrades available to You, You shall promptly implement any such updates or upgrades. We are not responsible for any Losses You incur relating to Your failure to timely implement any update or upgrade.
- 6.6. You will use best efforts to provide Us with any information and assistance necessary to enable Us to (i) implement the subscribed Services for the number of Units and/or number of Associations (as applicable) listed in the Order Form by the Order Start Date, and (ii) provide the Services. For the avoidance of doubt, assistance shall include any requirements necessary to implement the Services on schedule based on the Order Start Date and size of deployment. You acknowledge that Our ability to timely implement and deliver the Services in the manner

provided in the Agreement may depend upon the accuracy and timeliness of such information and assistance.

7. Payment.

- 7.1. We will invoice You for the Services monthly in advance (e.g., on the first day of a month for the Services ordered or received by You for that month). Unless otherwise stated in the applicable Order Form, the Fees for each Service shall start accruing on the “Order Start Date” listed for such Service in the Order Form (the “Order Start Date”). The Fees for each Service will be calculated each month based on the number of Units and/or number of Associations (as applicable) included in your subscription for the month, provided, however, that the monthly Fees shall in no event be lower than the Minimum Monthly Fees for the Service. You shall pay all invoiced Fees to Us within thirty (30) days of the date of the applicable invoice via the applicable payment method set forth in the Order Form (otherwise agreed to by You and Us in writing). If any amount remains outstanding after such thirty (30)-day period, the outstanding amounts shall accrue late interest at a rate of one and one half percent (1.5%) per month until such outstanding amounts are paid off. Unless otherwise set forth in the applicable Order Form, all payments shall be in U.S. Dollars and shall be subject to price escalation at a rate of three percent (3%) in connection with each Renewal Term, except as otherwise expressly stated in the applicable Order Form.
- 7.2. We shall have the right to suspend Your and Authorized Users’ access to and use of the Services until You have paid all outstanding amounts *plus* any accrued late interest fees in full.
- 7.3. Except as otherwise stated in this Agreement or an applicable Order Form, any Fees paid to Us are non-refundable, and any Order Forms accepted by Us are non-cancelable by You. You have no right to set off any of Your payments against any amount due from Us to You. We may set off Our payments against any amount due from You to Us.
- 7.4. Fees are exclusive of any sales, value-added, use and excise or similar taxes imposed by applicable law, and You shall be responsible for all such taxes related to the Services, except for taxes based on Our income.
- 7.5. If the number of Units, Associations, or other metric by which a Service is priced exceeds the number set forth in the Order Form, You shall pay the applicable Fees as adjusted for the additional Units, Associations, or other metric.
- 7.6. In the event any Service, Order Form, or this Agreement is terminated for any reason prior to the “Order End Date” listed in the Order Form for any Service, an amount equal to the Minimum Monthly Fees for the remaining duration of the Initial Subscription Term (as identified for such Service in the Order Term) shall become due and payable by You to Us for each such Service, within fifteen (15) days of the effective date of such termination.

8. Ownership.

8.1. Our Ownership. We and Our licensors, if any, shall retain sole and exclusive ownership of all right, title and interest in and to the Services and anything developed or delivered by or on behalf of Us under the Agreement, any improvements, modifications or derivative works thereof, and all Intellectual Property Rights in any of the foregoing. Except as expressly set forth in the Agreement, no rights in the Services are granted to You. We may (i) collect statistical and other information related to the performance, operation and use of the Services; and (ii) use data from the Services for any purpose, including, but not limited to, security and operations management, to create statistical analyses, and research and development purposes (any data collected under (i) and any resulting, derived, discovered, created or developed data or materials from (ii), collectively, the "Analysis"). We shall retain sole and exclusive ownership of all right, title and interest in and to the Analysis, any improvements, modifications or derivative works thereof, and all Intellectual Property Rights in any of the foregoing.

8.2. Your Ownership. Subject to the rights and licenses granted to Us under the Agreement, as between the Parties You shall retain sole and exclusive ownership of all right, title and interest in and to Your Content and all Intellectual Property Rights therein, provided however, that We may retain aggregated versions of Your Content to measure Service usage and performance.

9. **License Grant.** You hereby grant and agree to grant Us a non-exclusive, worldwide, sublicensable, assignable, royalty-free, irrevocable, perpetual right and license to access, use, store, copy, configure, perform, display and transmit any of Your Content for purposes of providing the Services, improving the Services, developing new products and services and enforcing Our rights under the Agreement and any other terms and conditions referenced herein.

10. **Feedback.** Any Feedback provided by You, including all Intellectual Property Rights therein, shall become Our sole and exclusive property. You hereby irrevocably assign and agree to assign to Us all right, title, and interest in and to the Feedback and agree to provide Us with any assistance that We require to document, perfect and maintain Our rights in the Feedback.

11. **Non-Exclusive Basis.** You agree that the Services are provided to You on a non-exclusive and limited basis. Nothing shall be deemed to prevent or restrict Our ability to provide the Services, including any custom feature or functionality developed for You, to any other person or entity. We are free to use any general knowledge, ideas, methodologies, techniques, skills or know-how that We acquire from providing the Services for any purpose.

12. **Covenant Not to Assert.** You covenant, on behalf of Yourself, Your Affiliates and Your successors and assigns, not to assert any claims of ownership to, or the invalidity, infringement or unenforceability of the Services.

13. Confidentiality.

13.1. Definition. “Confidential Information” means all information disclosed by Us to You, whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure. Our Confidential Information includes, but is not limited to, the Services and the terms and conditions of the Agreement, as well as business and marketing plans, technology and technical information, product plans and designs, and business processes disclosed to You. Confidential Information does not include any information that (i) is or becomes generally known to the public without breach of any obligation owed to Us, (ii) was known to You prior to the disclosure by Us without breach of any obligation owed to Us, (iii) is received from a third party without breach of any obligation owed to Us, or (iv) was independently developed by You without use or reference to Confidential Information.

13.2. Prohibition on Use and Disclosure. You will safeguard Confidential Information using the same degree of care that You use to protect Your own confidential information of like-kind (but in no event less than a reasonable degree of care). You shall not use any Confidential Information for any purpose other than performance of Your obligations under the Agreement, except as authorized by Us in writing. You shall not transfer, display, convey, permit access to or otherwise disclose or make available Confidential Information to any person or entity except as authorized by Us in writing.

13.3. Mandatory Disclosure. You may disclose Confidential Information in response to a valid court order or as required by applicable law; provided however, that You (i) promptly notify Us of the required disclosure such that We will have a reasonable opportunity to obtain a protective order; (ii) comply with Our directions with respect to such disclosure; and (iii) cooperate with and assist Us in any attempt to limit or prevent the disclosure of the Confidential Information.

13.4. Return of Confidential Information. Upon Our request or upon termination or expiration of the Agreement, You shall, at Your own expense, promptly return or destroy all Confidential Information, and, upon Our request, provide Us with certification of such destruction.

14. **Data Backups.** We may provide periodic automated data backup and recovery services in connection with the Services, which may include backups of Your Content, which we may retain for a limited time, at our discretion (e.g., thirty (30) days). You hereby grant Us and Our third-party service providers the right to perform the backup services for Your Content in any location and to transfer or migrate Your Content to and from such service providers. Any backup or recovery services We conduct are for Our purposes, e.g., to support the provision of the Services and are not intended to provide You with backup or recovery services. Upon Your written request, We may choose to use reasonable efforts to provide certain backup and recovery services to You, for which You shall pay to Us any applicable charges; however, in no event will We be obligated to provide backup or recovery services.

You acknowledge that We have no obligation or liability to You with respect to backup or recovery services.

- 15. Representations & Warranties.** You represent and warrant, as of the applicable Effective Date and during the applicable Term, that: (i) You have obtained all necessary rights and consents to perform Your obligations under the Agreement; (ii) Your Content does not and will not infringe, misappropriate or otherwise violate the Intellectual Property Rights or privacy rights of any person; (iii) You and Your Authorized Users will not introduce any Harmful Code through Your or Your Authorized Users use of the Services and Your Content does not contain any Harmful Code; (iv) You assume full responsibility for the outcomes, consequences, and liabilities arising from You and Your Authorized Users use of the Services; (v) You have reviewed and understand this Agreement and the risks of using the Services including that You and Your Authorized Users are using the Services provided at Your Own risk, that output from the Services may not be reliable, and that We do not guarantee error-free operation, accuracy, or fitness for specific purposes beyond those expressly covered in this Agreement; (vi) You and Your Authorized Users will not collect, store, or share sensitive personal information about individuals without their consent; (vii) You and Your Authorized Users will not use the Services to spread misinformation, harm individuals or organizations, or create content intended to deceive, manipulate, or harm; (viii) You and Your Authorized Users will not use the Services for any other unlawful or unethical purpose; (ix) You have full power and authority to enter into the Agreement; (x) the execution and performance of the Agreement shall not conflict with, result in or constitute any breach of or default under any other agreement or obligation to which You are bound; (xi) You and Your Authorized Users shall comply with all applicable laws, and (xii) Your Content will not include any sensitive or special data that imposes specific data security or data protection obligations on Us in addition to or different from those set forth in this Agreement.

16. Disclaimers.

16.1. EXCEPT FOR THE EXPRESS WARRANTIES SET FORTH IN THE AGREEMENT (IF ANY), THE SERVICES AND ANY OTHER MATERIALS ARE PROVIDED “AS IS” AND WE, OUR AFFILIATES AND OUR RESPECTIVE SUBCONTRACTORS DISCLAIM ALL WARRANTIES, REPRESENTATIONS AND GUARANTEES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, AND WITHOUT LIMITING THE FOREGOING, SPECIFICALLY DISCLAIM ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, LOSS OF DATA, ACCURACY OF RESULTS, SECURITY AND TITLE.

16.2. WE DO NOT WARRANT, REPRESENT, GUARANTEE OR COVENANT THAT THE SERVICES WILL BE ERROR-FREE, UNINTERRUPTED, SECURE, ACCURATE, COMPLETE, COMPATIBLE WITH ANY SOFTWARE OR SYSTEM, THAT ANY DATA PROVIDED BY OR THROUGH THE PLATFORM WILL BE ACCURATE, OR THAT ITS SECURITY MEASURES WILL BE SUFFICIENT TO PREVENT THIRD PARTY ACCESS TO

CUSTOMER DATA OR CUSTOMER'S DEVICES, OR FREE FROM HARMFUL CODE, THAT WE WILL CORRECT ANY OR ALL SERVICES ERRORS, OR THAT THE SERVICES WILL MEET YOUR REQUIREMENTS OR EXPECTATIONS.

- 16.3. WE ARE NOT LIABLE FOR ANY ISSUES RELATED TO THE PERFORMANCE, OPERATION OR SECURITY OF THE SERVICES THAT ARISE FROM YOUR CONTENT OR THIRD PARTY CONTENT OR SERVICES PROVIDED BY THIRD PARTIES.
 - 16.4. FOR ANY BREACH OF ANY OR ALL EXPRESS WARRANTIES SET FORTH IN THE AGREEMENT (IF ANY), YOUR EXCLUSIVE REMEDY AND OUR ENTIRE LIABILITY SHALL BE THE CORRECTION OF THE DEFICIENT SERVICES THAT CAUSED THE BREACH OF WARRANTY, OR, IF WE CANNOT SUBSTANTIALLY CORRECT THE DEFICIENCY IN A COMMERCIALY REASONABLE MANNER, YOU MAY TERMINATE THE DEFICIENT SERVICES.
- 17. Open Source Software.** The Services may contain Open Source Software governed by separate terms and conditions under the applicable Open Source Software license. You are solely responsible for Your compliance with such terms and conditions.
- 18. Limitation of Liability.**
- 18.1. IN NO EVENT WILL WE OR OUR AFFILIATES HAVE ANY LIABILITY ARISING OUT OF OR RELATED TO THE AGREEMENT FOR ANY LOST PROFITS, REVENUES, SALES, DATA, DATA USE, PRODUCTIVITY, GOODWILL, REPUTATION OR INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES, WHETHER AN ACTION IS IN CONTRACT OR TORT AND REGARDLESS OF THE THEORY OF LIABILITY, EVEN IF WE OR OUR AFFILIATES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
 - 18.2. IN NO EVENT SHALL OUR AGGREGATE LIABILITY, TOGETHER WITH OUR AFFILIATES, ARISING OUT OF OR RELATED TO THE AGREEMENT EXCEED THE LEAST OF THE FOLLOWING: (I) THE TOTAL AMOUNT PAID BY YOU AND YOUR AFFILIATES HEREUNDER FOR THE APPLICABLE SERVICES UNDER THE APPLICABLE ORDER FORM GIVING RISE TO THE LIABILITY IN THE THREE (3) MONTHS PRECEDING THE FIRST INCIDENT GIVING RISE TO THE CLAIM; (II) TWENTY FIVE PERCENT (25%) OF THE TOTAL AMOUNT PAID BY YOU AND YOUR AFFILIATES HEREUNDER FOR THE APPLICABLE SERVICES UNDER THE APPLICABLE ORDER FORM; AND (III) \$1,000. ANY CLAIM BY YOU ARISING OUT OF OR RELATING TO THE AGREEMENT MUST BE BROUGHT WITHIN ONE (1) YEAR OF THE FIRST INCIDENT GIVING RISE TO THE CLAIM.

- 19. Indemnification.** You agree to indemnify, defend and hold harmless Us, Our Affiliates, and each of Our and Our Affiliates' respective officers, shareholders, directors, employees, agents, subcontractors, successors and assigns (each, an "Indemnitee") from and against any and all losses, damages, liabilities, judgments, awards, penalties, interest, fines, costs and fees or any other expenses of whatever kind (including reasonable attorneys' fees) ("Losses"), incurred by an Indemnitee as a result of any third-party claim, demand, suit, action, investigation, allegation or any other proceeding ("Claim") made in connection with, arising out of or otherwise related to, directly or indirectly: (i) physical injury to or death of any person or damage to tangible property caused by Your act or omission; (ii) Your breach of the Agreement; (iii) any allegation of infringement, misappropriation or violation of any Intellectual Property Right or privacy right by Your Content or Your use of the Services, other than Your use of the Services as expressly permitted under the Agreement; (iv) You or Your Authorized Users' failure to comply with any laws or the Acceptable Use Policy; (v) any dispute with Your Authorized Users; or (vi) any Claim brought against an Indemnitee by any of Your employees, agents, subcontractors, customers, suppliers or Affiliates.
- 20. Term.** This Agreement shall come into effect on the Effective Date and shall continue until no Order Forms executed under this Agreement have been effective in the last six (6) months. The Agreement, with respect to a given Service You order or receive, shall commence on the Order Start Date for such Service and shall remain in full force and effect until the Order End Date set forth in the applicable Order Form (the "Initial Subscription Term"), unless terminated earlier in accordance with Section 21 of this Agreement. At the end of the Initial Subscription Term, the Agreement shall automatically renew for the Renewal Term (as defined in the Order Form) (the Renewal Term together with Initial Subscription Term, the "Term"), unless either Party provides the other Party with written notice of its intent to terminate at least thirty (30) days prior to the end of the then-current Term.
- 21. Termination.** We may terminate the Agreement, in whole or in part, for any reason at any time upon seven (7) days' written notice to You. Termination of an Order Form will not affect other Order Forms, if any. Upon the termination or expiration of the Agreement: (i) all Order Forms and the rights and licenses granted therein shall terminate, and You and Your Authorized Users shall immediately cease all use of the Services; (ii) You shall promptly, but in no event later than thirty (30) days, return or, upon Our request, destroy and certify the destruction of all Confidential Information; and (iii) You shall pay Us all outstanding Fees and any other amounts owed hereunder within thirty (30) days of such termination or expiration.
- 22. Suspension.** We may suspend Your or Your Authorized Users' access to or use of the Services if We reasonably believe that (i) You or any of Your Authorized Users have violated the terms of this Agreement, (ii) You are delinquent in Your payment of Fees, (iii) You or any of Your Authorized Users pose a risk to the security or operation of the Services or Our systems or customers, or (iv) You or any of Your Authorized Users use the Services in a manner that violates the applicable laws. We will notify You of the suspension and use commercially reasonable efforts to re-establish Your access or use once such violation has been cured to Our satisfaction.

- 23. Third-Party Content.** We may make available Third-Party Content in connection with the Services. Third-Party Content may be governed by separate terms and conditions, which may include separate fees and charges. Any Third-Party Content is made available on an “as is” and “as available” basis without warranty of any kind. We have no responsibility or liability with respect to any Third-Party Content and do not guarantee its availability or accuracy.
- 24. Audit.** We may audit Your use of the Services to determine whether Your or Your Authorized Users’ use of the Services is in compliance with the Agreement. You agree to cooperate with Our audit and provide reasonable assistance and access to information. Any such audit shall not unreasonably interfere with Your normal business operations. You agree to pay Us within thirty (30) days of written notification any Fees applicable to Your use of the Services in excess of Your rights. You agree that We shall not be responsible for any of Your costs incurred in cooperating with the audit.
- 25. Miscellaneous.**
- 25.1. Order of Precedence. In the event of any conflict or inconsistency between or among the terms and conditions of the Agreement (including the Agreement, the Terms of Use, and any Order Form, or statement of work) and any other terms and conditions referenced or incorporated herein, the following order of precedence will apply: (i) the applicable Order Form or statement of work (if any), (ii) the Terms of Use (as applicable), and (iii) this Agreement, and (iv) any such other terms and conditions.
- 25.2. Assignment. You may not assign the Agreement, in whole or in part, whether by operation of law or otherwise, without Our prior written consent. We may assign the Agreement and any Order Form, in whole or in part, without Your consent at any time. Any assignment in violation of this Section 25.2 shall be null and void. Subject to the foregoing, the Agreement will inure to the benefit of and be binding upon the Parties and their respective successors and assigns.
- 25.3. Force Majeure. We shall not be liable or responsible to You, or considered in default or breach of the Agreement for any delay or failure to perform any obligation under the Agreement, where the delay or failure results from any cause beyond Our reasonable control, including, but not limited to, acts of God, labor disputes or other industrial disturbances, disruption of supply, failure of third parties to perform, electrical or power outages, utilities or other telecommunications failures, earthquake, storms or other elements of nature, blockages, embargoes, riots, acts or orders of government, acts of terrorism or war, epidemics, government regulation, delay or failures due to Internet access connections or congestions, or hostile network attacks (each, a “Force Majeure Event”). We and You will use reasonable efforts to mitigate the effects of a Force Majeure Event. A Force Majeure Event will not excuse Your obligations under Section 7.

- 25.4. Export Laws. Export laws and regulations of the United States and other jurisdictions may apply to the Services. You agree that such export laws govern Your use of the Services, and You agree to comply with all such export laws and regulations (including “deemed export” and “deemed re-export” regulations).
- 25.5. Compliance with Laws. You shall comply, and shall ensure that Your Authorized Users comply, with all applicable international, federal, state, and local laws, rules, including applicable customer protection rules promulgated by applicable regulatory agencies, decrees, orders, regulations, by-laws, ordinances and codes in connection with the Agreement, including, but not limited to, privacy laws, intellectual property laws, and anti-spam laws.
- 25.6. Governing Law. The Agreement is governed by and shall be construed in accordance with laws of the State of Texas without giving effect to any choice or conflict of law provision or rule (whether of the State of Texas or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of Texas. Without limiting Section 25.7, the Parties mutually consent to the exclusive jurisdiction and venue of the federal and state courts in Dallas County, Texas in any and all suits, disputes, claims or proceedings arising out of or related to the Agreement.
- 25.7. Dispute Resolution. The Parties agree to attempt to resolve any disputes in good faith. Any dispute that arises out of or relates to the Agreement that cannot be resolved by the Parties shall be resolved by binding confidential arbitration, which shall be conducted in Dallas, Texas in accordance with the Commercial Arbitration Rules of the American Arbitration Association (“AAA”). The arbitration shall be conducted by a panel of three (3) neutral arbitrators who are independent and disinterested with respect to the Parties, the Agreement, and the outcome of the arbitration. Each Party shall appoint one (1) neutral arbitrator, and these two (2) arbitrators so selected by the Parties shall then select the third arbitrator, and all arbitrators must have at least five (5) years’ experience in mediating or arbitrating cases regarding the same or substantially similar subject matter as the dispute between the Parties. The determination of the arbitrators shall be binding upon the Parties. Each Party shall bear its own costs and expenses in connection with the arbitration. Where permitted by applicable law, You agree that You may only bring Claims against Us in Your individual capacity and not as a plaintiff or class member in any purported class or representative capacity.
- 25.8. Notice. Notice to Us shall be in writing and shall be deemed to have been given if delivered personally, or three (3) days after mailing by certified mail (return receipt requested) or overnight carrier to:

TownSq
Attn: Legal Department
1225 Alma Road
Suite 150

Richardson, TX 75081
with a copy to: legal@mytownsq.com

We may give You notice in writing delivered electronically (including by email to Your email address on record) or by facsimile, delivered to Your address on record or by posting a general notice on Our site or within the Services. You are responsible for keeping Your email address, telephone number and mailing address up to date.

- 25.9. Qualification. Prior to entering into an Order Form governed by this Agreement, You are solely responsible for determining whether the Services meet Your technical, business or regulatory requirements. We will cooperate with Your efforts to determine whether use of the standard Services is consistent with those requirements. Additional fees may apply to any additional work performed by Us or changes to the Services. You remain solely responsible for Your regulatory compliance in connection with Your use of the Services.
- 25.10. Publicity. No information or communication relating to the Agreement will be released for publication, advertising or any other purpose without Our prior written approval. Unless authorized by Us in writing, You are expressly prohibited from using Our name, logo or any other trademarks or service marks in any advertisement or publication. Upon Our request, You agree to cooperate with Us in good faith to jointly issue a press release or other publication. You hereby grant Us the right to include Your name and logo in any advertisement or publication.
- 25.11. Modifications. We may make changes or updates to the Agreement (including this Agreement, Terms of Use, or the Order Form or any statement of work), as well as any other documents referenced herein, from time to time in our sole discretion without notice or liability to You. The most current version of this Agreement will be made available at <https://townsq.io/customer-agreement/>.
- 25.12. Waiver. Failure by Us to assert all or any of Our rights hereunder, including upon any breach of the Agreement, shall not be deemed a waiver of such rights or any other rights either in respect of such breach or of any subsequent breach, nor shall any waiver be implied from the acceptance of any payment or service.
- 25.13. Relationship of the Parties. The relationship between the Parties is that of independent contractors. The Agreement does not create a partnership, franchise, joint venture, agency, fiduciary or employment relationship between the Parties, and neither Party shall have the authority to act as agent for, or to incur any obligations on behalf of the other Party. Our business partners and other third parties, including any third parties with which the Services have integrations or that are retained by You to provide management or maintenance services that interact with the Services, are independent of Us and are not Our agents. We are not liable for, bound by, or responsible for any problems with the Services or Your Content arising due to any acts of any such business partner or third party, unless the business partner or third party is providing Services as our subcontractor on an

engagement ordered under the Agreement and, if so, then only to the same extent as We would be responsible for Our resources under the Agreement.

- 25.14. Severability. If any provision of the Agreement is held to be illegal, invalid or unenforceable, the provision will be deemed null and void, and the remaining provisions of the Agreement will remain in effect.
- 25.15. Irreparable Harm. You acknowledge that We may have no adequate remedy at law if there is a breach or threatened breach of Sections 8.1 or 13. Accordingly, We may seek injunctive or other equitable relief without requirement of a bond or notice to prevent or remedy such a breach in addition to any legal remedies available to Us. You shall not object to or defend against such action on the basis that monetary damages would provide an adequate remedy.
- 25.16. No Third Party Beneficiaries. The Agreement is an agreement between the Parties, and there are no third-party beneficiaries under the Agreement.
- 25.17. Headings. The Section headings in the Agreement are included for convenience only and shall not limit or otherwise affect the interpretation of any of the terms herein.
- 25.18. Entire Agreement. The Agreement shall constitute the entire agreement between You and Us regarding Your use of the Services and shall supersede all prior and contemporaneous agreements, proposals or representations, written or oral, concerning its subject matter.
- 25.19. Survival. Sections 1 and 7-25 shall survive the expiration or termination of the Agreement.
- 26. Acknowledgment of Understanding.** You agree and acknowledge that You have read and understood the terms and conditions of the Agreement.