



## DoorBadge LLC. MASTER SOFTWARE SERVICES AGREEMENT

1. **This Master Software Services Agreement** (the “**Agreement**”) is by and between BB Tech LLC. (DBA “DoorBadge”), (“**DoorBadge**”) and the customer (“**Customer**”) (each, a “**Party**” and together, the “**Parties**”) as of the date executed by Customer enrollment (the “**Effective Date**”) and governs Customers purchase and permitted use of the Software Services.
2. **Definitions.** “**Authorized Users**” means those employees or contractors of Customer that Customer authorizes to access and use the Software Services. “**Software Services**” means providing Customer with non-exclusive, remote, web-based access to a shared server that is under the control of Doorbadge for the purpose of enabling Customer’s use of the DoorBadge Software.
3. **Software Services.** DoorBadge agrees to provide, and Customer agrees to purchase, the Software Services. Customer’s use of the Software Services shall be non-exclusive and shall be limited to Customer’s internal business functions. Customer shall not: (i) sell, lease, redistribute or transfer any DoorBadge Software; (ii) attempt to circumvent any security controls in the Software Services; (iii) use the Software Services for the benefit of any third parties (*e.g.*, in an ASP, outsourcing or service bureau relationship) or in any way other than in its intended manner. Customer is responsible for all use of the Software Services by its Authorized Users. DoorBadge licensors retains all title, copyright and other intellectual proprietary rights in, and ownership of, the DoorBadge Software. Unless otherwise expressly stated herein, this Agreement does not transfer to Customer any title or any ownership right or interest in any DoorBadge Software. Customer does not acquire any rights, express or implied, other than those expressly granted in this Agreement.
4. **Pricing & Payment.** Pricing is set forth in the table below and is subject to change. Customer agrees to pay amounts invoiced by DoorBadge for use of the Software Services via reoccurring auto withdraw.
5. **Confidentiality.** Each Party shall maintain in confidence all non-public information designated by the other Party as confidential (“**Confidential Information**”) and shall not use such Confidential Information except as expressly permitted herein. Customer acknowledges (i) that, in conjunction with this agreement and use of the services, Authorized Users may be required to provide certain personal information, (ii) that such personal information is provided at the direction of Customer, and (iii) that Customer has obtained from such Authorized Users all consents necessary to comply with applicable law. Customer shall indemnify and defend DoorBadge with respect to any third party claim related to Customer’s breach of this Section.
6. **Limited Warranty.** DoorBadge warrants that the Software Services will be performed in a professional and workmanlike manner. THE FOREGOING EXPRESS WARRANTIES REPLACE AND ARE IN LIEU OF ALL OTHER WARRANTIES OR CONDITIONS BY THE PARTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING BUT NOT LIMITED TO ANY IMPLIED OR OTHER WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE OR NON-INFRINGEMENT. DoorBadge’s sole obligation and liability, and Customer’s sole and exclusive remedy, under the warranties set forth in this section shall be for DoorBadge to use commercially reasonable efforts to remedy the problem.
7. **Limitations and Exclusions.** IN NO EVENT WILL EITHER PARTY’S AGGREGATE LIABILITY (INCLUDING, BUT NOT LIMITED TO, LIABILITY FOR NEGLIGENCE, STRICT LIABILITY, BREACH OF CONTRACT, MISREPRESENTATION AND OTHER CONTRACT OR TORT CLAIMS) ARISING FROM OR RELATED TO THIS AGREEMENT, OR THE USE OF THE SOFTWARE, EXCEED THE AMOUNT OF FEES PAID TO DOORBADGE UNDER THIS AGREEMENT DURING THE 6 MONTHS PRECEDING THE DATE ON WHICH SUCH LIABILITY AROSE, LESS AGGREGATE DAMAGES PREVIOUSLY PAID BY SUCH PARTY UNDER THIS AGREEMENT. IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER PARTY OR TO ANY THIRD PARTY FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL, DAMAGES (INCLUDING WITHOUT LIMITATION, LIABILITIES RELATED TO A LOSS OF USE, PROFITS, GOODWILL OR SAVINGS OR A LOSS OR DAMAGE TO ANY SYSTEMS, RECORDS OR DATA, WHETHER SUCH LIABILITY ARISES FROM ANY CLAIM BASED UPON CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR OTHERWISE, EVEN IF ADVISED IN ADVANCE OR AWARE OF THE POSSIBILITY OF ANY SUCH LOSS OR DAMAGE.
8. **Term: Termination.** The term of this Agreement shall commence on the Enrollment Date and shall expire on the upon cancellation. This Agreement shall automatically renew for successive one (1) month periods (the “**Renewal Term**,” and together with the Initial Term, the “**Term**”) unless Customer provides DoorBadge with notice of non-renewal at least five (7) calendar days prior to its expiration. Either Party may terminate this Agreement (i) upon five (7) days’ prior written notice if the other Party materially breaches this Agreement and does not cure such breach within five (7) days following receipt of notice specifying the breach, (ii) in the event the other party becomes insolvent or becomes subject to a petition in bankruptcy.

9. **Miscellaneous.** This Agreement shall be governed by the laws of the State of Tennessee, USA, without regard to choice-of-law provisions. This Agreement, including its exhibits (all of which are incorporated herein), are collectively the Parties' complete agreement regarding its subject matter, superseding any prior oral or written communications. The Parties agree that, to the extent any Customer purchase or sales order contains terms or conditions that conflict with, or supplement, this Agreement, such terms and conditions shall be void and have no effect, and the provisions of this Agreement shall control. Customer may not assign or otherwise transfer this Agreement without DoorBadge's prior written consent, which consent shall not be unreasonable withheld, conditioned or delayed.

10. **Pricing Schedule**

| Pricing Schedule  | Standard  |
|---|-----------|
| <b>Monthly Standard Subscription Fee</b> (monthly auto renew) | \$99/mo.  |
| Client service support three (3) training sessions            | Included  |
| Data center hosting with shared server and maintenance        | Included  |
| Annual Funeral (Calls) Allowance                              | Unlimited |

