

Gather Voices Subscription Agreement

This Gather Voices Subscription Agreement is made effective as of today by you checking the sign up box, (“Effective Date”) between Gather Voices, INC, with offices at 4245 N. Knox Ave, Chicago IL 60641 (“GV”) and Your organization as you have stated on the Sign Up website (“You” or “Your”). GV and You are referred to individually herein as a “Party,” and collectively as the “Parties.” For the mutual promises and other valuable consideration stated herein, You and GV hereby agree to the foregoing and as follows:

1. DEFINITIONS. As used in this Agreement, and in addition to any other terms defined herein, the following defined terms will have the following meanings:

1.1 “Affiliate” means a person or entity that directly or indirectly through one or more intermediaries, controls or is controlled by, or is under common control with, the specified person or entity. “Control” means the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of a person or entity, whether through the ownership of more than fifty percent (50%) of the shares or voting securities, by contract or otherwise. Any such person or entity shall be considered an Affiliate for only such time as such control is maintained.

1.2 “Agreement” means the terms of this Subscription Agreement document and any Order Form, schedule, exhibit, attachment and other mutually agreed upon document stating that it is subject to, governed by or made part of this Subscription Agreement.

1.3 “AUP” means GV’s Acceptable Use Policy.

1.4 “Confidential Information” means: (a) information of a Party in all forms which derives economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by other persons who can obtain economic value from its disclosure or use, including the terms and conditions of this Agreement and all Order Forms (including pricing), as well as business and marketing plans, technology and technical information, and product plans and designs, and business processes disclosed by such Party; as well as (b) other information that is provided to or obtained by one Party and that is valuable to the other Party and not generally known by the public, in each Party’s case as to (a) and (b), whether disclosed 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 surrounding disclosure. Under any circumstances, even if not marked as such, (i) in the case of GV, Confidential Information includes the non-public-facing elements of the Service, Documentation, GV IP and all elements and components and elements thereof, regardless of form, each of which consist of and comprise trade secrets of GV; and (ii) as between the Parties, Confidential Information includes any Personal Data associated with User Content. Confidential Information does not include User Content.

1.5 “Device” means an Apple iOS-based or Google Android-based mobile phone (smartphone), tablet or computer having access to the Internet.

1.6 “Documentation” means the electronic “Help” features of the Service (and the GV App) made available by GV describing the functionality or operation of the Service, including the GV App.

1.7 “Effective Date” means the date of this Agreement indicated in the initial Order Form, subject to acceptance by GV.

1.8 “GV App” means the GV mobile application made available by You to third parties for downloading and installation on Users’ Devices as part of the Service to aid in creating User Content and through which User Content is posted to the Service.

1.9 “GV EULA” means the Gather Voices Terms of Service and End User License Agreement which must be accepted by Users.

1.10 “Maintenance” means the provision by GV of maintenance services, including Updates, related to the Service as described in Exhibit A.

1.11 “Order Form” means a web page order form or shopping cart information page or other document submitted by You to GV or otherwise agreed to between You and GV by which You order Subscriptions to the Service and any related Professional Services, and any agreed upon amendments or addenda to such documents. The initial such Order Form is attached hereto as Exhibit A. Submission by You of an Order Form to GV constitutes Your agreement to its terms. All Order Forms You submit to GV or otherwise agreed to by the Parties shall be subject to the terms of this Agreement and deemed incorporated herein, subject to acceptance by GV.

1.12 “Personal Data” means personally identifying information (sometimes referred to as “PII”) pertaining to an individual.

1.13 “Professional Services” means professional services including implementation and/or configuration of the Service for Your operations, as may be offered and performed by GV as set forth on an applicable Order Form or which may be included in the applicable Subscription fee.

1.14 “Service” means the online, hosted computer software application, its website interfaces and portals, the GV App and its component Modules, and the features and functionality of each of the foregoing known as “Gather Voices,” as described in the applicable Order Form, including all related Documentation, Updates, and all components and elements thereof, tangible and intangible, in computer software and other form and the GV IP embodied therein. Reference to the Service in the context of Your obligations shall refer to the Service in its entirety and any part thereof.

1.15 “Support” means the provision by GV of technical support services to You related to the Service as described in Exhibit A, and the provision of technical support service by You to Users.

1.16 “Subscription” means the subscription license purchased by You allowing access to and use of the Service by You and Your Users for the duration of the Subscription Term.

1.17 “Subscription Term” means the period of time during which an applicable Subscription remains valid, as set forth in Exhibit A.

1.18 “You” or **“Your”** refers to the legal entity which has entered into this Agreement with GV.

1.19 “Your Website” means Your website from which the Service and GV App are made available or from which Your Users are directed to use the GV web or mobile App in order to use the Service or connect directly to the Service or the sub-domain page of GV which presents the Service to Your Users.

1.20 “Updates” means updates, corrections, modifications and/or functional enhancements to the Service, GV App and/or Documentation, including new versions thereof.

1.21 “User” means an individual person authorized by You to access or use the Service under Your account with GV by means of a specific User ID and password used exclusively by that individual,

regardless of the location from which the Service is accessed. Users must first agree to the terms of the GV EULA and Your User Agreement.

1.22 “User Agreement” means the terms of service or other legal agreement between You and each User governing the relationship between You and each such User with regard to Your Users’ use of the Service, User Content and related issues.

1.23 “User Content” means pictures, images, photographs, videos, text, audio, code, reviews, responses, profile entries, posts, questions or any other content or data, regardless of form, which You or Your Users post, upload, download, distribute, or otherwise transmit to, through or from the Service or create, in whole or in part, using the Service. User Content does not include any component or element of the Service itself, nor any of the foregoing items created by GV.

1.24 “Work Product” means any software, documentation or other materials developed and provided to You as part of the Professional Services if such services are included in your agreement.

2. THE SERVICE.

2.1 License. GV grants You a non-exclusive, non-transferable, limited Subscription-based license, for the duration of the Subscription Term, to use the Service to collect, manage and share videos.

2.2 Evaluation Period. You will have a period of seven (7) days (“Evaluation Period”), beginning on the subscription date to report any nonconformities. Gather Voices has 5 business days to resolve and if not resolved you can get a refund.

2.3 User IDs and Logins. You are responsible for all access to and use of the Service through the user login or other ID and password used by You to access the Service (collectively, “Access Credentials”). You shall notify GV promptly (via email at legal-inbox@gathervoicesapp.com) of any unauthorized use of any Access Credentials of which You become aware, or any other actual or suspected breach of security related to the Service of which You become aware. All Access Credentials are and shall remain the property of GV, are hereby assigned to GV and constitute Confidential Information of GV, which must be safeguarded as such.

2.4 Availability; Security. GV will: (a) use reasonable and appropriate efforts to make the Service available 99.5% of the time, 24 hours a day, 7 days a week, except for minimal planned downtime (e.g., for maintenance) and other causes outside GV’s reasonable control; and (b) implement reasonable and appropriate technical and organizational safeguards and security measures in accordance with Applicable Privacy Laws and consistent with prevailing information technology data security and privacy standards to minimize the risk of accidental, unauthorized or unlawful destruction, loss, alteration, disclosure or access to the User Content and any Personal Data therein, in all cases with regard to clauses (a) and (b), subject to events outside GV’s reasonable control and as stated in Section 14.6 (Force Majeure). GV’s [Privacy Policy](#) describes how GV collects and treats Personal Data, and You agree to the provisions of GV’s Privacy Policy. Nevertheless, because there is no such thing as absolute, 100% security or privacy on the Internet, GV makes no guarantee that User Content or any other data will be 100% secure or private.

2.5 Maintenance; Support. Maintenance and GV Support, as further described in Exhibit A, are included at no additional charge with each Subscription for the duration of each Subscription Term. You agree to serve as a first point of contact for Users and to use commercially reasonable efforts to respond, during Your normal business hours to technical support inquiries submitted via email from Users related to the use and operation of the GV App and the Service.

2.6 Included Third Party Software. Certain features of the Service may be implemented by including third party software. GV may be required to publish the terms, disclaimers and notices applicable to such third party software. If so, they will be made accessible through the Service and/or GV App, and Your use of the Service and/or GV App constitutes your agreement to the same.

2.7 Suspension of Access. GV may immediately upon notice to You as set forth below suspend or disable Your access to and use of the Service if, as a result of Your use of the Service or breach of this Agreement, GV reasonably believes: (a) GV is likely to be subject or exposed to criminal or civil sanctions, prosecution or suit; (b) such use or breach is likely to cause harm to GV or GV's other customers or their respective employees or interfere with the integrity, operations or security of the Service; or (c) GV's network or systems or those with which GV is interconnected, or interfere with another customer's use of any of the foregoing. GV may also suspend or disable Your access to and use of the Service if required in order to comply with a court order or government notice. In the exercise by GV of its right to act immediately under this paragraph, GV shall provide such advance notice as is reasonably practicable under the circumstances. If advance notice is not reasonably practicable, GV shall provide subsequent notice promptly thereafter. To the extent suspension is a direct result of Your actions, You shall promptly cooperate with GV in attempting to resolve the issue giving rise to any suspension or disablement of Your access to and use of the Service. The foregoing shall be in addition to the termination rights of either Party hereunder.

2.8 Links to Third Party Services. The Service may contain links to or integrate with various third party services, applications, functions, websites and otherwise (collectively, "Third Party Services"), not under GV's control. Accordingly, You agree that GV shall not be responsible for the quality, safety, security, availability, completeness, accuracy, or nature of the User Content or any other aspect of such Third Party Services, nor can GV make any guarantee or warranty with regard to Third Party Services. Any such links or integration are provided solely as a convenience to You and shall not be regarded as an endorsement by GV of these Third Party Services, the companies which own or provide them, their User Content or their services, applications, functions, products or otherwise. Your use of Third Party Services may be subject to the separate policies, privacy practices, terms of use and/or fees imposed by their operators, is entirely at Your own risk, and GV disclaims any and all representations, warranties and liability with respect to Third Party Services.

2.9 You Are Responsible for the Use of Your Content. GV is not responsible for the content uploaded or shared by Users through the Service. You, as the user of the Service, agree that any use of user-generated content within the Service is entirely at your own risk, and GV will not be held liable for any

consequences that may result from such use. This includes any violation or infringement of intellectual property rights, privacy rights, or other legal rights. GV will not review or filter user-generated content and cannot be held responsible for the content posted or distributed by users of the Service. You must take necessary precautions to protect your organization, devices, computers, and networks from any harm that may result from accessing user-generated content. In the event of any conflict between this Agreement and Your User Agreement, this Agreement shall govern the Service and user-generated content, and GV's liability. You agree to indemnify and defend GV from any third party claims against GV regarding User Content created and posted to the Service during the Subscription Term.

3. Your Responsibilities. This section outlines the responsibilities of the User of the Service, including what the User must do to access and use the Service.

3.1 Your Contact Information: You must provide GV with accurate billing and contact information, and update them within 30 days of any changes. You must also have at least one person in Your organization who can administer the use of the Service.

3.2 Your legal responsibility. You are responsible for complying with all laws and regulations regarding Your use of the Service.

3.3 Restrictions: You agree that the Service contains proprietary content that You can only use according to this Agreement and the Service's functionality. You can't reproduce or modify the Service, nor use it in any unauthorized way. If You are uploading Your own content to the Service, You must also comply with GV's AUP, which prohibits certain types of content.

4. WARRANTIES; REMEDIES.

4.1 By GV. GV represents and warrants, during each applicable Subscription Term, solely for Your benefit, as follows:

4.1.1 It has the full right and authority to enter into this Agreement and owns all rights, title and interest in and to the Service, or has the right to make the Service available to You;

4.1.2 From the Acceptance Date through the duration of each Subscription, the performance of the Service shall substantially conform to the applicable descriptions contained in GV's Documentation for same.

4.1.4 The Service, GV App and Documentation do not violate, infringe or misappropriate any patent, copyright, trademark, trade secret, privacy, publicity or other intellectual or proprietary right of any third party. GV represents and warrants that it shall perform its responsibilities under this Agreement in a manner that to its knowledge does not infringe or constitute an infringement or misappropriation of any patent, copyright, trademark, trade secret, privacy, publicity, or other proprietary rights of any third party.

4.2 By You. You represent and warrant, during each applicable Subscription Term, as follows:

4.2.1 You have the full right and authority to enter into this Agreement,

4.2.2 You: (a) are not located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a “terrorist supporting” country; (b) are not listed on any U.S. Government list of prohibited or restricted parties; and (c) will not knowingly make the Service or the GV App available to any User regarding whom the representations and warranties stated in (a) and (b) cannot truthfully be made.

4.4 No Other Warranties. EXCEPT TO THE EXTENT EXPRESSLY STATED IN THIS AGREEMENT: (A) GV AND ITS LICENSORS MAKE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, WHETHER EXPRESS, STATUTORY OR IMPLIED (IN FACT OR BY OPERATION OF LAW), REGARDING THE SERVICE, PROFESSIONAL SERVICES, OR ANY MATTER WHATSOEVER; AND (B) GV AND ITS LICENSORS DO NOT WARRANT THAT THE SERVICE OR ANY PROFESSIONAL SERVICES ARE OR WILL BE ERROR-FREE, MEET CUSTOMER’S REQUIREMENTS, OR BE TIMELY OR SECURE. EXCEPT AS EXPRESSLY SET FORTH ABOVE, GV AND ITS LICENSORS EXPRESSLY DISCLAIM ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT WITH RESPECT TO THE SERVICE AND ANY PROFESSIONAL SERVICES, AND CUSTOMER HAS NO RIGHT TO MAKE OR PASS ON TO ANY THIRD PARTY ANY REPRESENTATION OR WARRANTY BY GV. THE SERVICE MAY BE SUBJECT TO LIMITATIONS, DELAYS, AND OTHER PROBLEMS INHERENT IN THE USE OF THE INTERNET OR ELECTRONIC COMMUNICATIONS. GV IS NOT RESPONSIBLE FOR DELAYS, DELIVERY FAILURES, OR OTHER DAMAGE, LOSS OR LIABILITY RESULTING FROM SUCH PROBLEMS NOT CAUSED BY GV. YOU AGREE THAT ITS SUBSCRIPTION TO THE SERVICE AND FEES DUE OR PAID UNDER THIS AGREEMENT ARE NEITHER CONTINGENT ON THE DELIVERY OF ANY FUTURE FUNCTIONALITY OR FEATURES, NOR BASED ON ANY ORAL OR WRITTEN COMMENTS REGARDING ANY FUTURE FUNCTIONALITY OR FEATURES.

5. OWNERSHIP.

5.1 User Content. As between You and GV, for purposes of this Agreement, Your Users shall be considered the owner of all rights, title, and interest in and to User Content, subject to the license rights granted to GV and to You under the GV EULA. GV license rights in the User content are intended for Your use and GV holds no separate rights to display User Content publicly or to sublicense User Content to anyone other than You or Your affiliates.

5.2 The Service; GV Materials. The Service, including the GV App and all computer software in source code, object code or other form, databases, indexing, search, and retrieval methods and routines, hypertext markup language code, active server pages, intranet pages, and similar materials, and all intellectual property and other rights, title, and interest therein, including copyrights, trade secrets, rights in patents, compilations, inventions, modifications, Updates, extensions, enhancements, configurations, derivative works, discoveries, improvements, processes, methods, designs and know-how, whether or not

copyrightable or patentable, pertaining to any of the foregoing (all of which shall be deemed part of the Service), whether conceived by GV alone or in conjunction with others (collectively, "GV IP"), constitute GV trade secrets and Confidential Information and the valuable intellectual property and proprietary material of GV and/or its licensors and are protected by applicable intellectual property laws of the United States and other countries. Except for the rights expressly granted to You in this Agreement, all rights in the Service and all GV IP, including any deliverables and work product resulting from Professional Services or otherwise to the extent consisting of or containing any element of the Service, including any configuration or modification thereof, and all intellectual property and proprietary rights thereto, are and shall remain solely owned by GV and its respective licensors and are hereby assigned to GV. GV retains the right to use and provide software Professional Services and products (hosted or otherwise), Professional Services, work product and all other GV IP, which may be similar to those provided to You hereunder, and to use for itself or others any knowledge, skills, experience, ideas, concepts, know-how and techniques used or gained in the performance of Professional Services or the development of work product or GV IP or which may be embodied or reflected therein. GV reserves all rights not expressly granted to You in this Agreement.

6. PRICE AND PAYMENT.

6.1 Payment. You shall pay GV the Subscription and other specified charges set forth in the applicable Order. Unless otherwise set forth in the applicable Order Form, all Subscription fees shall be due within 30 days of the Effective Date and are non-refundable except as expressly provided herein. All other fees shall be due and payable the first Monday of every month and GV may charge the credit card number provided by You on this date. Payment obligations cannot be canceled, regardless of actual usage of the Service. GV reserves the right to suspend Your use of the Service at any time until all past due fees are paid in full. You agree to pay a late charge of one and one-half percent (1.5%) per month or the highest amount allowed by law, whichever is less, on all amounts not paid to GV when due hereunder. In addition, if any amount You owe to GV under this Agreement is thirty (30) or more days past due (or in the case of amounts which You have authorized GV to charge to a credit or debit card, ten (10) or more days past due), GV may, without limiting its other rights and remedies: (a) accelerate Your unpaid fee obligations hereunder such that they shall be immediately due and payable; and (b) suspend its provision of the Service to You until such amounts are paid in full. GV will provide You with not less than ten (10) days' prior notice before suspending provision of the Service to You unless You have authorized GV to charge payments owed to a credit or direct debit and such charges have been rejected or declined.

6.2 Taxes. The fees and all other amounts due to GV as set forth in this Agreement are net amounts to be received by GV, exclusive of all taxes, duties, and assessments, including all sales, withholding, VAT, GST, excise, ad valorem, and use taxes, (collectively, "Taxes") and are not subject to offset or reduction because of any Taxes incurred by You or otherwise due as a result of this Agreement. You shall be responsible for and shall pay directly, any and all Taxes relating to the performance of this Agreement, provided that this paragraph shall not apply to taxes based solely on GV's income.

7. COMPLIANCE. GV shall have the right to access Your instance, account and other technical

implementations of the Service and User Content associated with your account (“Your Account”) during the normal course of this Agreement as necessary to make the Service available to You and Your Users and to perform administrative assistance, Support, Maintenance and other activities.

8. TERM AND TERMINATION.

8.1 Term. The term of this Agreement shall commence on the Subscription Start Date on the Order Form and will automatically renew monthly.

8.2 Termination. This Agreement and the right to use the Service, may be terminated as follows: (a) by GV immediately, at its option, upon written notice to You in the event of a material breach by You of the confidentiality, license, restrictions or other terms protecting the Service or a violation or misappropriation by You of GV’s intellectual property or rights therein or in the event of an incurable breach; (b) by either Party upon thirty (30) days prior written notice to the other Party in the event of a material breach by the other Party of any terms of this Agreement, and the failure to cure such material breach during such thirty (30) day period, except in the case of Your failure to pay any amount when due under this Agreement, in which case the cure period shall be fifteen (15) days; or (c) by either Party immediately upon written notice to the other Party in the event the other Party makes an assignment for the benefit of creditors, or commences or has commenced against it any proceeding in bankruptcy, insolvency or reorganization pursuant to bankruptcy laws or laws of debtor’s moratorium.

8.3 Effects of Termination. Upon termination of this Agreement, all rights and licenses granted hereunder with regard to the Service and otherwise shall terminate immediately. Immediately upon such termination, You shall: (a) cease all use of the Service; and (b) each party shall return to the other party or destroy and permanently delete all copies of any Confidential Information of the other party. Termination of this Agreement shall not relieve You of any unmet payment obligations.

8.4 Survival. Upon termination or expiration of this Agreement for any reason, the following Sections shall continue and survive in full force and effect: Sections 1 (Definitions), 4.4 (No Other Warranties), 5 (Ownership), 6 (Payment), 8.3 (Effects of Termination), 8.4 (Survival), 9 (Confidentiality), 10 (Limited Liability), 11 (Indemnification), 13 (Access to Your Data After Termination or Expiration), 14 (General Provisions), each to the extent of any limited survival period as may be expressly set forth therein, in addition to such provisions which by their nature are intended to survive termination or expiration of this Agreement.

9. CONFIDENTIALITY.

9.1 General. Each Party (“recipient”) will hold in confidence and, without the consent of the other Party (“disclosing Party”), will not use, reproduce, distribute, transmit, or disclose, directly or indirectly, the Confidential Information of the disclosing Party except as expressly permitted hereunder. The recipient of Confidential Information may only disclose the Confidential Information to its employees, agents and independent contractors with a need to know the information in connection with the performance of this

Agreement, provided that any such employees, agents and independent contractors shall first be subject to written obligations of confidentiality to protect Confidential Information in a manner consistent with this Agreement and the recipient shall be responsible to the disclosing Party for any actual damages for unauthorized use, or disclosure of the Confidential Information. Without limiting the foregoing, the recipient of the Confidential Information agrees that it will exercise at least the same standard of care in protecting the confidentiality of the disclosing Party's Confidential Information as it does with its own Confidential Information of a similar nature, but no less than a reasonable degree of care. User Content shall not constitute Confidential Information.

9.2 Exceptions. Confidential Information shall not include information if and only to the extent that the recipient establishes that the information: (a) is or has become a part of the public through no act or omission of the recipient; (b) was in the recipient's lawful possession prior to the disclosure and had not been obtained by the recipient either directly or indirectly from the disclosing Party; (c) was lawfully disclosed to the recipient by a third party without restriction on disclosure; or (d) was independently developed by the recipient without reference to the disclosing Party's Confidential Information. If required by a lawful, validly issued subpoena, order of a court of competent jurisdiction, or request for information from a governmental agency, the recipient may disclose only that part of the Confidential Information of the disclosing Party which it is legally required to disclose, in the opinion of the recipient's legal counsel, and shall notify the disclosing Party prior to such disclosure in order to provide the disclosing Party an opportunity to seek an appropriate protective order or other judicial relief to prevent such disclosure. Notwithstanding the foregoing, the recipient shall cooperate (at the disclosing Party's expense) in all efforts of the disclosing Party to prevent disclosure of the disclosing Party's Confidential Information. A copyright notice on the Service or any part thereof or on other materials shall not be deemed evidence of publication or public disclosure.

9.3 Representatives. Notwithstanding the foregoing, either Party may disclose Confidential Information of the other Party to its third party legal or financial advisors under existing legal obligations of confidentiality or in connection with litigation or other dispute resolution attempts between the Parties. To the extent any such recipient may not be under an existing legal obligation of confidentiality, such recipient shall sign an appropriate form of confidentiality agreement containing obligations of confidentiality substantially the same as those set forth herein.

9.4 Remedy. Both Parties acknowledge that any use or disclosure of the other Party's Confidential Information in a manner inconsistent with the provisions of this Agreement may cause the other Party irreparable damage for which remedies other than injunctive relief may be inadequate, and each Party agrees that the other Party shall be entitled to receive from a court of competent jurisdiction injunctive or other equitable relief to restrain such use or disclosure in addition to other appropriate remedies.

10. LIMITED LIABILITY.

10.1 TO THE FULLEST EXTENT PERMITTED BY LAW, EXCEPT FOR LIABILITY UNDER SECTION 9 OR 11, THE TOTAL AGGREGATE LIABILITY, FOR ANY AND ALL CLAIMS, FROM A PARTY TO THE

OTHER PARTY, UNDER THIS AGREEMENT OR OTHERWISE, FOR ANY AND ALL CLAIMS OR LIABILITIES, BASED ON ANY THEORY OF LIABILITY, INCLUDING CONTRACT, TORT, STRICT LIABILITY, NEGLIGENCE, OR OTHERWISE, SHALL NOT EXCEED THE TOTAL AMOUNT OF APPLICABLE FEES PAID BY YOU TO GV.

10.2 TO THE FULLEST EXTENT PERMITTED BY LAW, , EXCEPT FOR LIABILITY UNDER SECTION 9 OR 11, IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY AND ALL CLAIMS OR LIABILITIES, BASED ON ANY THEORY OF LIABILITY, INCLUDING CONTRACT, TORT, STRICT LIABILITY, NEGLIGENCE, OR OTHERWISE, FOR ANY INCIDENTAL, INDIRECT, SPECIAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES, EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND NOTWITHSTANDING THE FAILURE OF ANY LIMITED REMEDY OF ITS ESSENTIAL PURPOSE.

10.3 THE PROVISIONS OF THIS SECTION 10 ARE FUNDAMENTAL AND SPECIFIC REQUIREMENTS OF THE BASIS OF THE BARGAIN BETWEEN YOU AND GV AND NEITHER PARTY WOULD ENTER INTO THIS AGREEMENT WITHOUT SUCH PROVISIONS.

11. INDEMNIFICATION.

11.1 Infringement by GV. GV shall defend, indemnify, and hold You harmless from and against any claims, actions, and other proceedings, and shall pay all losses, damages, liabilities, settlements, judgments, awards, interest, civil penalties, and reasonable expenses (collectively, "Losses," and including reasonable attorneys' fees and court costs), to the extent arising out of any claims (each, a "Claim") by any third party that the Service (excluding any User Content, and other material provided by You or Your Users) infringes upon any copyright , patent, trade mark, trade secret or other proprietary right of any third party.. In the event of such a Claim, GV may, in its discretion, either procure the right to enable You to continue to use the allegedly infringing item or develop or obtain a non-infringing substitute of substantially equivalent functionality and performance. If GV determines that neither of the foregoing options is commercially reasonable or practicable, then, notwithstanding anything to the contrary elsewhere in this Agreement, GV may immediately terminate this Agreement. Notwithstanding the foregoing, GV shall have no obligation to indemnify, defend, or hold You harmless from any Claim to the extent that it is based upon: (a) a modification by You or any User (or by anyone under Your or any User's direction or control) to the Service, including the GV App; (b) a modification made to the Service, including the GV App, by GV pursuant to Your order or specification; or (c) use by You or any User (or by anyone under Your or any User's direction or control) of the Service, including the GV App, other than in accordance with this Agreement This Section 11.1 sets forth Your sole and exclusive remedy, and GV'S entire liability, for any Claim.

11.2 Indemnification by You. Except for Claims subject to indemnification under Section 11.1, You shall defend, indemnify, and hold GV harmless from and against all Claims brought by a third party against GV, and shall pay all Losses, to the extent arising out of or related to (a) Your modification of the Service or any part thereof (b) the violation of any rights of any third party in connection with Your and/or any of Your

User's use of the Service or any part thereof; (c) the User Content; (d) any act or omission by you; (e) any breach by you of this Agreement, including any breach by you of any covenant, representation or warranty made by you; and/or (f) Your and/or any of Your Users' violation of any laws, rules or regulations applicable to Your and/or any of Your Users' use of the Service. This indemnification obligation shall survive any termination of this Agreement.

11.3 Defense. With regard to any Claim subject to indemnification pursuant to this Section 11, the indemnified Party shall grant the indemnifying Party the right to assume full defense and control of such Claim and shall reasonably cooperate with the indemnifying Party regarding such Claim. Nevertheless, the indemnified Party may reasonably participate in such defense, at its sole expense, but shall not settle any such Claim without the indemnifying Party's prior written consent. The indemnifying Party shall not settle or compromise any Claim in a manner other than the payment of monies by the indemnifying Party without the prior written consent of the indemnified Party, such consent not to be unreasonably withheld or delayed.

12. U.S. GOVERNMENT RESTRICTED RIGHTS. If the Service is used in any manner by for the benefit of the U.S. Government, its agencies, or instrumentalities, whether through agreement, subcontract or by any other authority or means, the following shall apply: The Service is provided with RESTRICTED RIGHTS and constitute "Restricted Computer Service." "Restricted Computer Service," as used in this clause, means computer software developed at private expense and that is a trade secret; is commercial or financial and is confidential or privileged; or is unpublished copyrighted computer software, including minor modifications of any such computer software. Use, duplication or disclosure by the U.S. Government, its agencies and/or instrumentalities, is subject to restrictions as set forth in subparagraph (c)(1)(ii) of the Rights in Technical Data and Computer software clause at 48 C.F.R. 252.227-7013 or subparagraphs (i) (1) and (2) of the Commercial Computer Service Restricted Rights of 48 C.F.R. 52.227-b19, as applicable, or their respective successor provisions. In addition, or alternatively, at GV's option, all software and software-related items licensed herein are "Commercial Computer Service" or "Commercial Computer Software Documentation" as defined in FAR 12.212 for civilian agencies and DFARS 227.7202 for military agencies, as applicable, or their respective successor provisions. The intent of the Parties is that no intellectual property rights or confidentiality of the Service is lost, diminished or transferred as a result of the execution of this Agreement. *For purposes of this Agreement, all computer code underlying the Service is unpublished – all rights reserved under the Copyright Laws of the United States.*

13. ACCESS TO YOUR DATA AFTER TERMINATION OR EXPIRATION. For a period of thirty (30) days after the date of termination or expiration of this Agreement, GV shall make available to You within a reasonable time after Your request within such period, a copy of User Content for download or export as it exists on the date of termination or expiration of this Agreement. Thereafter, GV shall have no obligation to preserve, maintain, store, or make User Content available and may delete or destroy User Content and all copies on its systems or otherwise in its possession or control, except to the extent prohibited by law.

14. GENERAL PROVISIONS.

14.1 Assignment. Neither Party may assign, delegate, or otherwise transfer this Agreement or any of its rights or obligations hereunder, either voluntarily or by operation of law, without the prior written consent of the other Party (such consent not to be unreasonably withheld); provided, however, that either Party may assign this Agreement without the other Party's consent in the event of a sale of all or substantially all of its assets or in the event of a merger, corporate reorganization or business consolidation of the Party (but excluding any assignment by You to a competitor of GV or any of its Affiliates.). For avoidance of doubt, in the event of a permitted assignment by You of this Agreement, the Subscriptions purchased by You hereunder would continue to be subject to the restrictions and limitations specified herein and in the applicable Order Form, including any limits focused on a specific business line, group, division or department of You. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and permitted assigns.

14.2 Compliance with Laws. Unless expressly stated herein, You shall not use or export (electronically or otherwise) the Service or any component thereof outside of the U.S. other than in compliance with all applicable U.S. export laws, rules, and regulations. You shall be solely responsible for such compliance. You agree to keep such books and records and to take such other actions as may be required by such applicable laws, rules and regulations.

14.3 No Waiver. No delay or failure in exercising any right hereunder and no partial or single exercise thereof shall be deemed to constitute a waiver of such right or any other rights hereunder. No consent to a breach of any express or implied term of this Agreement shall constitute a consent to any prior or subsequent breach.

14.4 Notices. All notices under this Agreement shall be in writing. Notices shall be given personally, electronically via email, or sent by traceable postal service mail, e.g., certified or registered mail, or express courier (e.g., FedEx, UPS or DHL). Notices shall be deemed given and received: (a) upon delivery, if given personally; (b) as indicated in the applicable tracking information when an express courier is used; (c) two (2) business days after deposit by the sender with its national postal service (or the recipient's national postal service if the sender elects) with the proper postage affixed, if sent by mail (or as otherwise indicated in the national postal service's tracking information, if applicable); or (d) upon transmission if sent by email. Notices shall be addressed to each party at their address set forth in the initial paragraph of this Agreement, or by email to the addresses noted below, which the parties may change for the purpose of receiving notice by compliance with this Section. Email notices shall be sent to Gather Voices as stated below and to your contact listed in the order form:

To: GV

Company: Gather Voices
Street Address: 4245 N. Knox Ave
City, State & Zip Code: Chicago, IL 60641
Attention: Michael Hoffman
Email: legal-inbox@gathervoices.co

14.5 Severability. If any provision hereof is declared invalid by a court of competent jurisdiction, such provision shall be ineffective only to the extent of such invalidity, so that the remainder of that provision and all remaining provisions of this Agreement shall be valid and enforceable to the fullest extent permitted by applicable law.

14.6 Force Majeure. Except for payment obligations hereunder, and notwithstanding anything in this Agreement to the contrary, neither Party will be liable or deemed to be in default for any delay or failure in performance hereunder to the extent resulting from causes beyond the Party's reasonable control, including the acts or omissions of third parties, the acts or omissions of the other Party or any delay or failure of the other Party to fulfill its obligations hereunder, acts of God, terrorism, war, civil insurrection, strikes or other organized labor interruption, communications, mechanical, electronic, Internet or other utility interruptions or failures, including denial of service and other cyber-attacks or unauthorized or malicious data or system intrusions, including computer viruses or other malicious code, fire, explosions, floods or other natural disasters, or any similar cause.

14.7 Governing Law; Jurisdiction. This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois. Each Party consents to the jurisdiction of such courts, agrees to accept service of process by mail, and hereby waives all jurisdictional and venue defenses otherwise available to it.

14.8 Complete Agreement. This Agreement, including the Exhibits attached hereto, supersedes in full all prior discussions and agreements, oral and written, between the Parties relating to the subject matter hereof, and constitutes the entire understanding of the Parties. No additional terms proposed by You, whether electronically or otherwise or associated with any purchase order or other document You send to GV, shall be applicable to this Agreement or any GV products or services at present or in the future,

absent the express manual written consent thereto by GV.

14.9 No Third-Party Benefit. The provisions of this Agreement are for the sole benefit of the Parties hereto, and this Agreement neither confers any rights, benefits, or claims upon any person or entity not a Party hereto nor precludes any actions against, or rights of recovery from, any persons or entities not Parties hereto.

14.10 Publicity. Upon written approval by you, GV may publish Your name on GV's web site and refer to You as a customer in GV's online, print and other advertising and materials, but only in a factually accurate manner.

14.11 Dispute Resolution. In the event of any dispute between the Parties, prior to any Party commencing an action in court for damages, each Party shall meet in person or by phone in a good-faith attempt to resolve their differences. In the event that the Parties are unable to resolve their dispute in such meeting or such meeting does not occur within thirty (30) days of the initial notice being provided by the complaining Party, then either Party shall be free to pursue other available judicial remedies at law. Notwithstanding the foregoing, this paragraph shall not prevent or delay a Party from seeking any legal and/or equitable remedies available to such Party.

14.12 Relationship of the Parties. For purposes of this Agreement, neither party is an agent of the other, and neither party has any express or implied authority to act on behalf of, or make any representations whatsoever on behalf of, the other. Each party is an independent contractor with respect to the other and neither party shall have the power or authority to bind the other party to any contract or obligation.

14.13 Terms Generally. The defined terms in this Agreement shall apply equally to both the singular and the plural forms of the terms defined. The term "person" includes individuals, corporations, partnerships, trusts, other legal entities, organizations and associations, and any government or governmental agency or authority. The words "include," "includes" and "including" shall be deemed to be followed by the phrase "without limitation." The words "approval," "consent" and "notice" shall be deemed to be preceded by the word "written." The word "term" shall be deemed to refer to any term, condition or other type of provision under this Agreement. The word "will" shall be deemed synonymous with "shall" when referring to the acts or obligations of a Party. References to this Agreement in the context of any requirement of either Party to perform in accordance with this Agreement shall be interpreted to refer to the terms of this document, and such other terms as are contained in any Exhibit.

14.14 Construction. Each Party acknowledges that it has had the opportunity to have this Agreement reviewed by legal counsel and that the rule of construction to the effect that any ambiguities are to be resolved against the drafting Party shall not be employed in the interpretation of this Agreement or any other document executed and delivered by either Party in connection with the transactions contemplated

by this Agreement. The captions in this Agreement are for convenience of reference only and shall not be used to interpret this Agreement. All dollar amounts stated in this Agreement are in U.S. dollars.