GO-CORT, INC. END USER LICENSE AGREEMENT

1. Acceptance.

1.1. This Apptoto End User License Agreement (this "Agreement") constitutes a binding agreement by and between Go-Cort, Inc., an Oregon corporation *dba* Apptoto ("Apptoto," "our," "we," "us"), and you, the customer ("Customer"), for any use of or access to Apptoto's appointment scheduling software (whether SaaS or otherwise) and related tools, applications, and products offered under the brand name Apptoto® (collectively, the "Software"). By clicking AGREE, which constitutes your electronic signature, or by physically executing a copy of this Agreement, as applicable and whichever occurs first, Customer is entering into a legally binding agreement with Apptoto for access to and use of the Software. If you are entering into this Agreement on behalf of an entity or organization, you are representing and warranting that you have the authority to bind the Customer and you are agreeing to these terms on behalf of yourself and the Customer.

1.2. **Please read this Agreement carefully before using our Software. Customer's use of Apptoto's Software is expressly conditioned on acceptance of this Agreement. Any Customer who does not agree with the terms of this Agreement, may not register for, subscribe to, access, or use our Software. THIS AGREEMENT CONTAINS A BINDING ARBITRATION PROVISION.**

2. Software.

2.1. Service License Grant. Subject to the terms and conditions of this Agreement, Apptoto hereby grants to Customer a limited, nonexclusive, non-transferable, non-sublicensable license to access and use the Software during the term of this Agreement, solely by the number of authorized users as entered on the subscription form, and solely for internal business purposes permitted by this Agreement and applicable law. All rights not expressly granted to Customer herein are reserved by Apptoto. Customer shall comply with all official documentation, technical manuals, functional manuals, operator and user guides and other manuals that Apptoto may provide from time to time (collectively, the "Documentation").

2.2. Consulting Software . If and as mutually agreed by the parties in a separate written and executed Statement of Work ("SOW"), which shall be incorporated herein by this reference on full execution, Apptoto may also provide Customer certain consulting services or other similar professional services ("Consulting Services") in addition to the Software. Consulting Services may include, without limitation, installation services and/or training. Unless otherwise mutually agreed in the applicable SOW: (a) all Consulting Services will be paid for and performed on a time and materials basis at Apptoto's hourly rates; and (b) Customer shall reimburse Apptoto for actual and reasonable travel and travel-related expenses incurred by Apptoto in connection with any Consulting Services.

3. Proprietary Rights.

3.1. Customer Data . Apptoto acknowledges and agrees that Customer shall own all title to and ownership of the Customer Data (defined below) and that Apptoto shall have no rights thereto except the limited right to use the Customer Data in connection with Apptoto's performance hereunder and as otherwise expressly permitted herein. As used herein, "Customer Data" shall mean any proprietary raw data owned by Customer independent of this Agreement, which Customer may input into the Software, including without limitation, Customer's client or patient lists, schedules, bookings, appointments, and any and all other information Customer inputs, uploads, transfers, integrates or otherwise shares via the Software. Customer Data expressly excludes any data to the extent processed by, or resulting as an output of, the Service, which shall be considered Apptoto Data (defined below). Customer hereby grants to Apptoto a limited, non-exclusive right and license to use the Customer Data for the purpose of providing Customer with the Software in accordance with this Agreement.

3.2. Apptoto Technology. Customer acknowledges and agrees that, subject only to the limited rights expressly granted to Customer under Section 3.1, Apptoto owns and shall at all times retain all rights, title, and interest in and to the Software, including without limitation, all trade secret, copyright, patent, trademark, trade name, and other intellectual and proprietary rights in the Software, in all software, source code, object code, and the Documentation, and all Apptoto Data (defined below), and in the technology embodied in or reflected by the foregoing (in each case including any extensions, derivatives, versions, updates, translations, reformulations or developments of the foregoing) (collectively, "Apptoto Technology"). Subject only to Section 3.1, Apptoto shall own all rights to any data in and/or derived from the Software, including all data and technology described herein that Apptoto incorporated therein, and all usage data, statistical data or aggregated data collected (collectively, "Apptoto Data"). Nothing contained in this Agreement or in the parties' performance or failure to perform hereunder, or in any Software

provided by Apptoto, shall be construed as granting or conferring to Customer, by implication, estoppel, or otherwise, any such rights in or to any Apptoto Technology or the Apptoto Data.

4. Fees; Payment Terms.

4.1. Customer shall pay to Apptoto in immediately available funds, the applicable subscription and other fees in the amount in US dollars and timing as specified in the subscription or order form for the plan Customer elects (the "Fees"). The Fees can be found here: https://www.apptoto.com/plans. The Fees, and any fees for any additional services, or subscription extensions which may be purchased hereunder, are exclusive of all applicable taxes, duties or other governmental assessments, including without limitation VAT, which are the responsibility of Customer. If Apptoto has agreed, in its sole discretion, to invoice Customer for reoccurring subscription or other Fees, all Fees will be stated in United States dollars and shall be due and payable within 30 days following invoice date unless otherwise specified therein or agreed upon in writing by the parties. Late payments shall be subject to a service charge equal to the lesser of, 1.5% per month or the maximum amount allowed by law, with respect to the overdue amount. Apptoto will not raise the Fees during the subscription period unless otherwise mutually agreed (or if the Customer elects to subscribe to additional Software or purchase additional Consulting Services). Renewal subscription terms may be subject to a Fee increase and Apptoto will notify Customer of such increase prior to the start of the renewal term (either by written notice or by posting the current Fee schedule on Apptoto's website). During any free trial period, Customer shall be responsible for any purchases and surcharges incurred using Customer's account.

4.2. For all reoccurring subscription Fees, Customer hereby authorizes Apptoto to submit transactions to Customer's financial institution using the credit card or other account information entered into our Software. If such payment method fails, you authorize us to charge any other payment method you have on file with us. Customer authorizes and directs us to retain your credit card and payment information associated with your account. Customer agrees to keep all billing information, including all credit card information, up-to-date. You will be responsible for accrued but unpaid charges, even if your account is canceled by you or terminated by us. Further, Customer may elect to include certain upgrade or overage subscription Fees for use of the Software outside of the selected subscription plan. If such election is made by the Customer, Customer's authorization to submit transactions to Customer's financial institution extends to such upgrade and overage changes. Customer shall contract Apptoto prior to the next billing cycle associated with the subscription plan to cancel any recurring charge, including any upgrade or overage Fees. Subject to applicable law, Customer is responsible for all charges incurred under Customer's account, including applicable taxes, fees, surcharges, and purchases made by Customer, anyone Customer allows to use Customer's account or anyone who gains access to your account as a result of your failure to safeguard your username, password, or other authentication credentials. If Customer wishes to dispute any amount or unauthorized transaction, please contact use at support@apptoto.com. Apptoto will issue a credit according to its Refund Policy, available here: https://www.apptoto.com/refunds. All other refunds shall be at Apptoto's sole discretion.

5. Term; Termination.

5.1. Term. This Agreement shall commence on electronic signature or acceptance (Click to Agree) or physical execution of this Agreement, whichever occurs first, and shall continue at all times which Customer has a subscription (free or paid) or is otherwise accessing or using the Software. This Agreement shall renew for all paid subscriptions and overage or upgrade Fees automatically at each month for successive one-month renewal terms or each year for successive one-year renewal terms based on the subscription term initially requested by Customer until terminated as permitted hereunder; and either party may terminate this Agreement for convenience at the end of any calendar month by providing at least 30 days' advanced written notice.

5.2. Termination. For paid subscriptions, either party may terminate this Agreement (i) upon 30 days prior written notice if the other party has materially breached this Agreement and has not cured the same within the 30 day notice period, or (ii) immediately upon written notice in the event of the filing of a petition for bankruptcy or reorganization by or against the other party or the dissolution or liquidation of the other party. Free trials terminate automatically after 30 days.

5.3. Effect of Termination . Upon any termination of this Agreement, (a) Customer shall promptly: (i) discontinue all use of the Service and Documentation; (ii) erase or destroy any electronic copies or partial copies of the Documentation, and return to Apptoto or destroy any tangible copies or partial copies of the Documentation, in its possession or control; and (iii) certify in writing to Apptoto that Customer has complied with these requirements; and (c) Apptoto shall disengage Customer's access to the Software. Any unpaid but accrued payment obligations of Customer, provisions providing for limitations on liability,

and those terms which, by their nature, are intended to survive any termination of this Agreement, shall so survive.

5.4. Notwithstanding Sections 5.1 and 5.2, Apptoto may suspend or terminate Customer's access to the Software and the Services immediately, without notice and without any cure period, upon (i) any breach of Section 11.2 or Section 11.3; (ii) any registration for or use of a free trial license in violation of Section 12.2; or (iii) any breach of the representation in Section 6.1(d).

6. Customer Representations and Warranties.

6.1. Customer (including, without limitation any user accessing or using the Software on behalf of a Customer) represents and warrants that: (a) Customer has the requisite permission and authority to provide Apptoto, to input into the Software, or to otherwise use the Customer Data, specifically including, without limitation, HIPAA if Customer is subject thereto; (b) Customer shall comply with this Agreement and all laws, rules, and regulations applicable to Customer's use of the Software; (c) Customer has the requisite authority and permission to provide access to all third party products integrated with the Software; (d) Customer is not a Competitor as defined in Section 11.2, is not registering for or using the Software or the Services on behalf of a Competitor, and has not provided false or misleading information to Apptoto in connection with registration, and Customer shall promptly notify Apptoto in writing at support@apptoto.com if this representation ceases to be accurate; and Customer shall not use the Software except as provided in this Agreement and as allowed by all applicable law.

7. Limited Warranty; Remedy.

7.1. Apptoto warrants to Customer that the Software shall operate in substantial conformity with the Documentation (subject to the terms hereof), and that the Consulting Services, if any, will be performed in a professional and workmanlike manner. The foregoing warranty shall not apply if the non-conformance is not replicable or results from third party systems or components used by Customer to access the Software, including any lack of interoperability with such third party systems or components. The Software are provided "As-Is" and as available and Apptoto does not represent or warrant that operation of or access to the Software will be uninterrupted or error-free, or that all reported defects will be corrected.

7.2. Apptoto's sole liability and Customer's sole and exclusive remedy for any breach of the limited warranty set forth above shall be, in Apptoto's sole discretion, to (i) use commercially reasonable efforts to provide an error-correction or work around for the reported non-conformity, or (ii) terminate this Agreement and refund to Customer the that portion of any prepaid Fee associated with any unused balance of the then-current term. Apptoto shall have no obligation with respect to a warranty claim unless notified of such claim promptly and the non-conformity and notice occurred during the term. Customer is solely responsible for maintaining its own connectivity and connection to the Software via any necessary hardware, software, telecommunications and internet connections, at its own cost and expense, and Apptoto is not responsible for any interruptions thereto. Customer expressly agrees that Apptoto shall not be liable in any manner for any interruption in or failure of access to the Software, nor shall any such interruption or failure of access be deemed a breach of the terms of this Agreement. If and to the extent the Software, includes, integrates or links to any third party content, data or software ("Third Party Content"), such as, without limitation, Google Calendar, Outlook Calendar, Office 365, Salesforce.com, etc. or any customer database or management program, Customer acknowledges and agrees that (a) Apptoto is not responsible for any Third Party Content; and (b) any Third Party Content may be subject to additional terms and conditions (including applicable terms of use, privacy policies, end user license terms, etc.), for which Customer shall be responsible for agreeing to and complying with. Without limiting the generality of the foregoing, Apptoto is not responsible for end user error, errors in inputs or for errors in any Customer Data; Apptoto does not independently verify the truthfulness or accuracy of any data or content input into the Software and is not responsible for the fraud, misrepresentation, negligence or misconduct of any end user or other third party.

7.3. THE SERVICES, APPTOTO DATA, AND APPTOTO TECHNOLOGY ARE PROVIDED "AS IS" AND "AS AVAILABLE." APPTOTO SHALL HAVE NO LIABILITY WITH RESPECT TO THE SEQUENCE, ACCURACY OR COMPLETENESS, OR USEFULNESS. CUSTOMER AGREES THAT ANY MODIFICATIONS OR EFFORTS BY APPTOTO TO MODIFY THE SERVICES SHALL NOT BE DEEMED A WAIVER OF THE LIMITATIONS CONTAINED HEREIN. EXCEPT FOR THE EXPRESS REPRESENTATIONS AND WARRANTIES HEREIN, APPTOTO MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, INCLUDING WITHOUT LIMITATION, ANY REPRESENTATIONS OR WARRANTIES REGARDING: (a) THE SERVICES; (b) THE APPTOTO DATA; (c) APPTOTO TECHNOLOGY; OR (d) THE RESULTS THAT MAY BE OBTAINED FROM CUSTOMER'S USE OF ANY OF THE FOREGOING WHATSOEVER. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW AND EXCEPT AS PROVIDED HEREIN, APPTOTO DISCLAIMS ALL WARRANTIES, EXPRESS OR

IMPLIED, RELATING TO THE SERVICES, THE APPTOTO DATA, AND APPTOTO TECHNOLOGY, INCLUDING, WITHOUT LIMITATION, THE WARRANTIES OF INFRINGEMENT, TITLE, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. FURTHER, APPTOTO SHALL HAVE NO RESPONSIBILITY OR LIABILITY FOR: (a) CUSTOMER'S USE OF THE SERVICES IN VIOLATION OF APPLICABLE LAW OR THIS AGREEMENT; (b) LOSS OR DELETION OF, OR FAILURE TO RECEIVE, PROCESS OR STORE ANY CUSTOMER DATA OR OTHER INFORMATION MAINTAINED ON OR TRANSMITTED USING THE SERVICES; (c) VIRUSES THAT MAY INFECT ANY COMPUTER EQUIPMENT OR OTHER PROPERTY; (d) THIRD PARTY CONTENT; OR (e) THE ACTIONS OF ANY THIRD PARTY. ALTHOUGH INFORMATION THAT CUSTOMERS SUBMIT MAY BE PASSWORD PROTECTED, APPTOTO DOES NOT GUARANTEE THE SECURITY OF ANY INFORMATION TRANSMITTED TO OR FROM THE SOFTWARE. CUSTOMER AGREES TO ASSUME THE SECURITY RISK FOR ANY CUSTOMER DATA, INFORMATION, DATA OR CONTENT IT PROVIDES THROUGH THE SERVICES. CUSTOMER IS RESPONSIBLE FOR ALL USE OF THE SERVICES BY ALL END USERS AND COMPLIANCE WITH APPLICABLE LAW, INCLUDING, WITHOUT LIMITATION, AS APPLICABLE, ANY EMPLOYEES, AGENTS AND CUSTOMERS. CUSTOMER IS RESPONSIBLE FOR COMMUNICATING THE TERMS AND LIMITATIONS IN THIS AGREEMENT TO ANY AND ALL SUCH END USERS, INCLUDING WITHOUT LIMITATION, ANY WARRANTY LIMITATIONS AND ANY LIMITS ON LICENSOR'S LIABILITY. Apptoto is not, directly or indirectly, via the Software, or otherwise, providing any medical, legal, financial, or other advice subject to regulatory oversight, or acting as a doctor, lawyer, broker, insurance agent or broker or other regulated entity.

8. Indemnification.

8.1. Apptoto's Indemnification Obligations . Apptoto shall (a) indemnify and hold Customer harmless from any costs, expenses, claims, liabilities, judgments, damages or losses, in each case arising out of any third party claim that arises from Apptoto's breach of its obligations under this Agreement. The foregoing obligation is contingent upon Customer providing Apptoto with: (i) prompt notice of such claim (and in any event notice in sufficient time for Apptoto to respond without prejudice); (ii) the exclusive right to control, direct, and perform the investigation, defense, or settlement of such claim; and (iii) such assistance as may be reasonably requested by Apptoto at Apptoto's expense.

8.2. Customer Indemnification Obligations. Customer shall indemnify and hold Apptoto harmless from any costs, expenses, claims, liabilities, judgments, damages or losses, in each case arising out of (i) any breach by Customer of this Agreement, including any representation, warranty or obligation herein; (ii) the Customer Data or any other content input into the Software or provided to Apptoto by or on behalf of Customer, including, without limitation, Customer Data used without the appropriate consent or authority; (iii) any actual or alleged non-compliance by Customer with applicable laws and regulations, including, without limitation, those related to personally identifiable information, HIPAA, automated or prerecorded calls, texts, voice messages, use of cell phone numbers, and consumer protection; (iv) Customer's actual or alleged violation of third party privacy rights; or (v) Customer's violation of Apptoto's intellectual property rights, including any violation of Section 2.

9. Limitation of Damages.

9.1. EXCEPT FOR THE EXPRESS INDEMNIFICATION OBLIGATIONS HEREIN, AND EXCEPT FOR BREACHES OF SECTION 2 HEREOF, (A) IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY, BASED ON ANY THEORY OF LAW, EQUITY, TORT, CONTRACT OR OTHERWISE, FOR SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO, LOSS OF PROFITS, LOSS OF REVENUE, LOSS OF USE, LOSS OF DATA, OR COSTS OF COVER, IN CONNECTION WITH THIS AGREEMENT, EVEN IF SUCH PARTY WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGE; AND (B) EACH PARTY'S TOTAL LIABILITY UNDER THIS AGREEMENT OF ANY KIND, WITH ALL CLAIMS, DAMAGES AND LIABILITIES AGGREGATED, AND BASED ON ANY THEORY OF LAW, EQUITY, TORT, CONTRACT OR OTHERWISE, SHALL NOT EXCEED THE TOTAL AMOUNT OF THE FEES PAID BY CUSTOMER DURING THE TERM.

10. Confidentiality.

10.1. Confidential Information . Apptoto acknowledges it may have access to certain non-public information about Customer's clients, patients, or personnel ("Confidential Information"). Apptoto agrees to maintain all Confidential Information, in whatever form disclosed, in strict confidence, (b) not to disclose or otherwise make available such Confidential Information to any third party without the prior written consent of Customer, and (c) not to use the Confidential Information except as required in the performance of its obligations or the exercise of its rights hereunder. The foregoing obligations shall not apply to Confidential

Information that, as can be reasonably demonstrated by Apptoto: (i) is or becomes a matter of public knowledge though no action or omission of Apptoto; (ii) was rightfully in Apptoto's possession without restrictions on use or disclosure prior to its disclosure by Customer; (iii) is rightfully obtained by Apptoto without an obligation of confidentiality from a third party who has no obligation of confidentiality, direct or indirect, to Customer; (iv) is independently developed by Apptoto without reference to Customer's Confidential Information; or (v) is required to be disclosed by a court or other authorized tribunal, and then only to the extent of such requirement. If and to the extent applicable for healthcare Customers, Apptoto acknowledges and agrees that from time to time during the term of this Agreement, it may be exposed to or have access to Protected Health Information ("PHI") as defined by the Health Insurance Portability and Accountability Act of 1996 45 CFR Parts 160 and 164 ("HIPAA"). Apptoto acknowledges that any such PHI shall be considered Confidential Information of Customer and Apptoto will not use or further disclose PHI except as expressly permitted herein or as necessary to provide the Software. If Customer reasonably determines that a Business Associate Agreement ("BAA) is required, the parties will negotiate in good faith to execute a mutually agreeable BAA. For further information on Apptoto's HIPAA compliance, please visit: https://www.apptoto.com/industries/hipaa/.

10.2. Return of Confidential Information . Subject to Apptoto's right to retain Confidential Information for purposes of performing its obligations and exercising its rights hereunder, upon the written request of Customer or upon any termination of this Agreement, Apptoto shall (a) immediately return to Customer or destroy all copies and partial copies of the Confidential Information, whether maintained in tangible, electronic or other form (including permanently erasing any portions thereof from computers and systems) and (b) provide Customer with written certification of its compliance with the terms of this section.

11. License Restrictions.

11.1. Customer shall not, and shall not attempt to (and shall not authorize or allow any third party to or attempt to): (a) download or otherwise obtain a copy of the Software in any form; (b) reverse engineer or otherwise derive the source code of the software associated with the Software or otherwise modify, reverse compile, disassemble, or translate the Software, or create any derivative works thereof; or (c) use the Software on behalf of any third party or for any purpose other than as described in this Agreement; (d) sell, lease, license, sublicense, distribute or otherwise transfer, in whole or in part, the Software or use it as a service bureau; (e) post, send, process or store infringing, obscene, threatening, libelous, or otherwise unlawful or tortuous material, including without limitation, material violating any third party rights, SPAM, or other unsolicited messages; (f) post, send, process or store material containing software viruses, worms, Trojan horses or other harmful or malicious computer code, files, scripts, agents or programs; (g) interfere with or disrupt the integrity or performance of the Software or attempt to gain unauthorized access to the Software or related systems or networks; (h) remove, alter or obscure any titles, product logo or brand name, trademarks, copyright notices, proprietary notices or other indications of the IP Rights and/or Apptoto's rights and ownership thereof, whether such notice or indications are affixed on, contained in or otherwise connected to the software or on any copies made in accordance with this Agreement; (i) remove, alter or obscure any titles, product logo or brand name, trademarks, copyright notices, proprietary notices or other indications of the intellectual property rights and/or Apptoto's rights and ownership thereof, whether such notice or indications are affixed on, contained in or otherwise connected to the Service or Documentation, or on any copies made in accordance with this Agreement; (j) use, or authorize or permit the use of, the Software except as expressly permitted herein; (k) use the Software to perform any activity which is or may be, directly or indirectly, unlawful, harmful, threatening, abusive, harassing, tortuous, or defamatory, nor to perform any activity which breaches the rights of any third party including without limitation any breaches of privacy laws or rights. The Software may be used only by Customer (i) for its internal business purposes and only for the direct benefit of Customer; (ii) only by the number of persons for whom a license fee has been paid, and all such use may only be by those persons using the Software for the benefit of Customer subject to the terms hereof; (iii) only in its original form without alteration or combination with other products, services or software except as expressly authorized in any applicable Documentation; and (iv) in compliance with all applicable laws and in compliance with all Documentation and instructions provided by Apptoto. In order to access some features of the Software, Customer may have to register or create an account. Customer may never use another's account without permission. Customer is solely responsible for the activity that occurs on its account, for keeping its account password secure, and for notifying Apptoto immediately of any breach of security or unauthorized use of its account. Customer agrees not to circumvent, disable or otherwise interfere with security-related features of the Software, or features that prevent or restrict use or copying of any content or enforce limitations on use of the Software or the content therein. To the extent the Software allows uploading or posting of content or data, Customer will ensure that any content or data posted by or on behalf of Customer is not inappropriate, illegal, or in violation of any third party rights.

11.2. Customer shall not, and shall not allow its employees, agents, end-users, or any third party to, access or use the Software or the Services, or register for any account or trial, for the purpose of (a) performing competitive analysis on behalf of a Competitor, or (b) designing, developing, marketing, or improving any product or service that competes with the Software or the Services. Customer shall not use non-public information obtained through its access to the Software or the Services for either of the foregoing purposes.

Except as permitted by Section 11.4, Customer shall not reproduce, distribute, or publish screenshots, screen recordings, or the Documentation for the purposes described in this Section 11.2.

Nothing in this Section 11.2 restricts Customer's use of information that is publicly available or that Customer obtained independently of its access to the Software or the Services, or limits any disclosure required by law, regulation, or valid legal process.

For purposes of this Agreement, "Competitor" means any person or entity that offers, or is actively developing, a product or service substantially similar to or competitive with the Software or Services, including appointment reminder, appointment scheduling, appointment management, and client messaging products, and any person or entity acting on behalf of such a person or entity. "Competitor" does not include (i) a Customer or prospective Customer evaluating the Services in good faith for use in its own business; (ii) an integration or channel partner operating under a written agreement with Apptoto; (iii) a party evaluating Apptoto under a written non-disclosure agreement for financing, acquisition, or diligence purposes; or (iv) a consultant or advisor evaluating the Services on behalf of a Customer or prospective Customer for that party's own purchasing decision.

11.3. Customer shall not conduct, and shall not allow its employees, agents, end-users, or any third party to conduct, any benchmark, performance, availability, or comparative evaluation of the Software or the Services with the intent to publish or otherwise disclose the results, and shall not publish or disclose the results of any such evaluation, without Apptoto's prior written consent. Apptoto will not unreasonably withhold consent where the evaluation (i) uses a fully disclosed, reproducible methodology applied identically to each product evaluated, (ii) is conducted on a current, correctly configured version of the Software or the Services, and (iii) will be published in full, including results unfavorable to the party conducting the evaluation. Requests for consent may be sent to support@apptoto.com.

11.4. Notwithstanding Sections 11.2 and 11.3, nothing in this Agreement limits Customer's right to publish a good-faith written, oral, or pictorial review or performance assessment of Customer's own experience with the Software or the Services, and no provision of this Agreement shall be construed to restrict any communication protected by the Consumer Review Fairness Act, 15 U.S.C. § 45b, or any analogous state law. Any provision of this Agreement that would be prohibited by that Act is void only to that extent, and the remainder of this Agreement remains in full force.

12. Trial/Free Users.

12.1. If Customer is using the Software on a free-trial basis, the term of such license is thirty (30) days from the earlier of installation (if applicable) or first use unless a longer period is specified in writing, after which time al license ceases. Evaluation use of the Software is intended solely for a potential Customer to determine the compatibility of the Software with Customer's business needs, and only to be used in a non-production test environment. Apptoto has no obligation to provide support, maintenance, upgrades, modifications or new releases during the evaluation/trial period and the service level commitments provided for elsewhere in this Agreement shall not apply.

12.2. Free trial licenses are made available solely to prospective Customers evaluating the Software for use in their own business, in a manner consistent with Section 12.1. Registration for or use of a free trial license by or on behalf of a Competitor, as defined in Section 11.2, for the purpose of competitive evaluation requires Apptoto's prior written permission.

13. General.

13.1. Notices. All notices required or permitted under this Agreement shall be in writing and shall be sent by hand, email, overnight courier or by facsimile (in each case with confirmation of receipt). Notices shall be deemed delivered on the date of delivery, if delivery occurs within normal business hours or on the next business day if delivery occurs outside of normal business hours. All communications will be sent through Customer's account, or to such other address as may be designated by a party by giving written notice to the other party pursuant to this Section.

13.2. Assignment. Customer may not assign this Agreement or any of its licenses, rights or duties under this Agreement, whether by operation of law or otherwise, without the prior written consent of Apptoto. Subject to the previous sentence, the rights and liabilities of the parties hereto will bind and inure to the benefit of their respective successors and assignees. The Software shall at all times be hosted by or on behalf of Apptoto on a server environment of its choosing. Apptoto reserves the right to change the server

environment from time to time as it may deem fit, or outsource hosting or other aspects of the Service in its sole discretion, so long as the Service continues to comply with the express requirements of this Agreement.

13.3. Publicity. Customer expressly grants Apptoto the right to include Customer in a list of customers on Apptoto's website or other promotional material in relation to the Software for marketing purposes. Customer can deny Apptoto this right at any time by submitting a written notice, requesting to be excluded from promotional material.

13.4. Waiver. A waiver shall only be deemed to have been made if expressed in writing by the party granting such waiver and shall not be construed as a waiver of future performance of any such term.

13.5. Force Majeure. Neither party will be liable for any failure or delay in its performance under this Agreement (or the performance of or access to the Software), other than payment obligations, due to causes that are beyond its reasonable control, including, but not limited to, an act of God, act of civil or military authority, fire, epidemic, flood, earthquake, riot, war, terrorism, sabotage, and governmental action; provided that the delayed party: (i) gives the other party written notice of such cause promptly; and (ii) uses its reasonable efforts to correct such failure or delay.

13.6. Entire Agreement; Construction . This Agreement and its exhibits schedules and any applicable invoices, constitute the entire understanding between the parties, and supersede all prior discussions, representations, understandings, or agreements (including any pre-existing nondisclosure agreement or versions of this Agreement, except as to its surviving terms and with respect to information disclosed under that agreement), whether oral or in writing, between the parties with respect to the subject matter of this Agreement. Any modification or amendment to this Agreement must be in writing and signed by each party's authorized representative. No terms in any purchase order or other document delivered by Customer shall be deemed to amend the terms of this Agreement and any such additional or inconsistent terms shall be deemed unacceptable to and rejected by Apptoto. If any provision of this Agreement shall be held by a court of law of competent jurisdiction to be unenforceable, the remaining provisions shall remain in full force and effect and, to the extent allowed and practicable, the unenforceable provision shall be modified so as to be enforceable consistent with its original intent and economic effect. The headings and captions used in this Agreement are for convenience only, and shall not affect the interpretation of the provisions of this Agreement. The word "including" shall be construed non-exclusively, to mean "including but not limited to." The word "or" shall be construed inclusively, to mean that one or more of the options may occur. This Agreement and any amendment hereto may be executed in counterparts, each of which shall be deemed an original and both of which together shall constitute one instrument.

13.7. Governing Law and Jurisdiction; Waiver of Jury Trial. The laws of the State of Oregon, excluding any rule or principle that would refer to and apply the substantive law of another state or jurisdiction, shall govern this Agreement. To the extent allowed by applicable law, any claims or causes of action arising from or relating to Customer's access to or use of Software must be instituted within twelve (12) months from the date on which such claim or cause arose or was accrued. In the event of any controversy between the parties relating to this Agreement or the Software, the parties shall provide formal notice to the other and attempt to resolve all disputes informally. Any disputes that are not so resolved will be submitted to binding arbitration pursuant to the Oregon Uniform Arbitration Act. Arbitration procedures shall be pursuant to the Oregon Rules of Civil Procedure. The parties will agree on a single arbitrator and, if the parties cannot agree, will petition the court pursuant to ORS 36.600 et seq. **The parties expressly waive any right to a trial by jury or class treatment of any claim, demand, or action arising out of or related to this Agreement and the Software** . On the application of either party, the award in the arbitration may be enforced by the order of a court of competent jurisdiction. All arbitration proceedings shall be held exclusively within Deschutes County, Oregon.

13.8. Government Users . For any access or use of the Software by or for any unit or agency of the United States Government (the "Government"), the Software shall be classified as "commercial computer software" as that term is defined in the applicable provisions of the Federal Acquisition Regulation (the "FAR") and supplements thereto, including the Department of Defense (DoD) FAR Supplement (the "DFARS"). The Software were developed entirely at private expense, and no part of the Software were first produced in the performance of a Government contract. If the Service is supplied for use by the DoD, the Service is delivered subject to the terms of this Agreement and either (i) in accordance with DFARS 227.7202-1(a) and 227.7202-3(a), or (ii) with restricted rights in accordance with DFARS 252-227-7013 (c)(l)(ii)(OCT 1988), as applicable. If the Software are supplied for use by a Federal agency other than the DoD, the Service is restricted computer software delivered subject to the terms of this Agreement and (i) FAR 12.212(a); (ii) FAR 52.227-19; or (iii) FAR 52.227-14(ALT III), as applicable. The manufacturer/Service provider is Go-Cort, Inc., who may be reached at the contact information below.

13.9. Open Source. The Software may be subject to the following licenses: https://opensource.org/license/MIT

14. Contact Us.

By Mail: Go-Cort, Inc., 61141 South Highway 97 #505, Bend, OR 97702
By phone: 888-318-3765
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