

## Allyable MASTER SERVICE (EULA) AGREEMENT

This Master Services Agreement (this “**Agreement**”) is entered between A.Y.11 Make-Sense International Inc., a US corporation with its principal place of business at Philadelphia, PA 19103, United States, and its Affiliates (“**Allyable**” or “**Company**”), and your organization (“**Licensee**”), and is effective on the date indicated on the Signature Page (“**Effective Date**”).

### **1. DEFINITIONS**

“**Affiliate**” means, with respect to a specified person or entity, any person or entity that directly controls, is controlled by, or is under common control with the selected person as of the date of this Agreement for as long as such relationship remains in effect. For purposes of this definition, “control” means the ownership of at least 50% of the outstanding voting securities of a party or the right to control the policy decisions of such party.

“**Documentation**” means the Company’s standard user manuals provided to the Licensee by the Company along with the Services.

“**Intellectual Property Rights**” means any and all rights of any nature arising out of, evidenced by, or associated with, patents, developments and discoveries (whether patentable or not), utility models, invention registrations, and applications therefor and all reissues, divisions, renewals, extensions, provisionals, continuations and continuations-in-part thereof, registered designs, registered trademarks and service marks, and all extensions and renewals thereof, unregistered trademarks and service marks, URLs, business and customer names, unregistered designs, internet domain names and email addresses, design rights, trade names, trade dress, logos, goodwill, topography rights, rights in inventions, improvements, trade secrets, proprietary information, technology, software, source code, object code, technical data, utility models, database rights, know-how and copyrights (including moral rights), copyright registrations and applications therefor; applications for any of the foregoing and the right to apply for any of the foregoing in any country; rights under licenses, consents, orders, statutes or otherwise in relation to the foregoing; rights of the same or similar effect or nature which now subsist; any corresponding or equivalent rights to any of the foregoing, whether registered or not, anywhere in the world; any names, logos and other identifying marks included in or associated with the Licensed Software or any related documents, identifying the Company or its products and the right to sue for past and future infringements of any of the foregoing rights

“**Licensed Software**” means the object code to (a) the Allyable’s software application which assists in transforming Websites to be made accessible for people with disabilities; (b) any modified, updated, or enhanced versions of such applications that the Company provides to Licensee pursuant to this Agreement.

“**Order Form**” means the order form(s) issued to Licensee by Company in connection with the Services, and attached hereto as **Exhibit A**.

“**Services**” means all products and services provided by Company to Licensee under this Agreement, including those described in **Exhibit B**, and those enabled by the Licensed Software.

“**Website**” means Licensee's website(s) and/or webpages and/or domains and/or sub-domains, as applicable, listed in the Order Form.

“**User**” means an individual authorized by Licensee to use the Licensed Software, Services and Documentation under this Agreement.

### **2. LICENSE**

**2.1. Agreement.** This Agreement governs the provision and use of the Services and applicable Documentation (collectively referred to as the "**Licensed Services**"). In the event of a conflict between the provisions of this Agreement and those of the Order Form, the provisions of this Agreement shall prevail; *provided however, that in the event of a conflict with respect to Section 5 below (Fees and Payment Terms), the provisions of the Order Form shall prevail.*

**2.2. License Grant.** Subject to the terms and conditions of this Agreement, the Company grants to Licensee a non-transferable, non-assignable, non-exclusive license to use the Licensed Services: (a) as part of Licensee's internal business purpose in the ordinary course of its business operations, (b) on behalf of Licensee's Affiliates for its Affiliates' internal business purposes in the ordinary course of its Affiliates' business operations. Licensees shall use the Licensed Services only in accordance with the terms and conditions of this Agreement and the Order Form. Users shall use the Licensed Services only in accordance with the Documentation and the terms and conditions of this Agreement. Licensee shall be responsible for all Users' use of the Licensed Services as if such use were directly by Licensee and shall be liable for any breach of the Agreement by its Users.

**2.3. License Subscriptions.** Licensee is granted a license for the Services as designated in the Order Form. Where an Order Form specifies a number of licenses, unless otherwise specified therein, (i) the Licensed Services may be accessed by no more Websites than the specified number of licenses listed in the Order Form; (ii) each Website must use the license attributed to it in the Order Form. A license cannot be shared or used by more than one Website; and (iii) for billing purposes, Licensee's total license count is determined by the number of Websites that connect to the Licensed Services. In the event that the number of Websites accessing the Licensed Services exceeds the number of Websites for which licenses have been granted in accordance with the Order Form ("**Overage**"), Licensee will be invoiced by Company for such Overage.

**2.4. Proprietary Rights.** The Licensed Services are licensed, not sold, to Licensee under the terms of this Agreement. Allyable exclusively owns all rights, title and interest, including without limitation all Intellectual Property Rights and other proprietary rights, in and to the Licensed Services, including any modifications, enhancements and/or derivatives thereto. Licensee does not acquire any rights or licenses under this Agreement except for those expressly granted herein. In addition, this Agreement does not grant any right, title or interest in connection with any name, trade names, trademarks, service marks, logos, domain names or other identifying marks or elements (the "**Marks**") owned by Allyable as applicable, and Licensee agrees that no such right, title or interest shall be asserted by Licensee. Any rights not expressly granted herein are hereby reserved by Allyable. Licensee shall not describe the Licensed Services to the general public in a way that implies or states that the Licensed Services are owned or have been developed by Licensee. Licensee shall credit Allyable when referring specifically to the Licensed Services.

**2.5. Disclosure and Use Restrictions.** The Licensee acknowledges and agrees that the Licensed Services and/or Documentation and any and all Intellectual Property Rights thereto, including without limitations the object code, source code, design features, visual expressions, screen formats, report formats, trademarks and copyrights, ideas, methods, concepts and/or all modifications enhancements and/or derivatives of the foregoing ("**Proprietary Items**"), are Allyable's valuable, confidential property. Licensee shall not attempt, or permit any other third party, to: (a) sell, license, distribute, transfer, or disclose any Proprietary Items to any third party; (b) copy any Proprietary Items in violation of this Agreement; (c) modify or create derivative works of any Proprietary Items, or decompile, reverse engineer, create or recreate any Licensed Services source code; (d) use Proprietary Items to provide services to, or to otherwise benefit, any third party; (e) use any Proprietary Items to create a program having features or functions substantially similar to those of the Licensed Services; (f) remove or modify any copyright or other proprietary notice contained in the Proprietary Items; (g) use or possess the Proprietary Items in any foreign jurisdiction in violation of any trade laws or regulations or (h) publish or share with any third party any results of any benchmark or performance test run on the Licensed Services or component thereof. In addition, Licensee agrees it will not use the Licensed Services to: (i) violate any applicable law or regulation; (ii) violate copyright, trademark, trade secret or other property right of any third party; (iii) interfere with other Licensees' use of the Licensed Services or of the Internet; (iv) add, remove or modify any identifying network header information in an effort to deceive; (v) use the Licensed Services to access, or attempt to access, the accounts of others, or to penetrate, or attempt to penetrate, security measures of Allyable's or another entity's computer software or hardware, electronic communications system, or telecommunications system, whether or not the intrusion results in the corruption or loss of data; (vi) use the Licensed Services to collect, or attempt to collect, personal information about third parties without their consent; or (vii) use the Licensed Services for the on-line control of nuclear facilities, aircraft navigation systems, aircraft communication systems, air traffic control, direct life support machines, or weapon systems. Licensee shall not nor have any right to have "have developed" or "have made" rights under this Agreement.

**2.6. Enforcement.** Licensee acknowledges that any breach of any of the provisions of Section 2.4 and Section 2.5 of this Agreement shall result in irreparable injury to the Company for which money damages could not adequately compensate. If there is a breach, then the Company shall be entitled, in addition to all other rights and remedies which it may have at law or in equity, to seek a decree of specific performance or an injunction issued by any competent court.

**2.7. Right to Audit.** Company shall have the right, with reasonable notice to Licensee, to audit Licensee's use of the Licensed Software and Services no more than twice each calendar year, to assure Licensee's compliance with the terms of this Agreement and related Order Form(s).

### **3. DELIVERY AND INSTALLATION**

**3.1. Delivery.** Unless otherwise agreed, the Company shall electronically deliver the Licensed Services to Licensee.

**3.2. Installation.** Licensee will be responsible for installing the Licensed Services on its Website and/or servers and/or platforms in accordance with this Agreement. Further, Licensee is responsible, at its cost, for installing any components required for the Licensed Services on its Websites in accordance with this Agreement and for obtaining and maintaining all computer hardware, software and communications equipment and services needed to access the Licensed Services.

**3.3. Notice of Deployment.** Licensee shall give written notice to Company before it deploys the Licensed Services.

**3.4. Deployment.** Licensee will be provided with the applicable passwords to use the Licensed Services. Licensee is entirely responsible for maintaining the confidentiality of such passwords. Furthermore, Licensee is entirely responsible for any and all activities that occur under its account. Licensee shall notify Company promptly of any unauthorized use of any such licenses or of any other breach of security occurring as a result of any activities of Licensee and/or of any vulnerabilities that Licensee believes are contained in or caused by the Licensed Services so that Company may take or recommend appropriate remedial measures. Company shall have no liability for any loss or damage arising from Licensee's failure to comply with the provisions of this Section.

#### **4. SUPPORT AND MAINTENANCE**

**4.1. IT Support.** IT support for the Licensed Services, to ensure continuous and uninterrupted service thereof, is available Monday through-Friday from 9:00AM to 5:00PM (EST/EDT), subject to the terms set forth herein. Support shall be provided from the Company's network operating center to Licensee's network operating center, unless otherwise agreed to by the parties via telephone or email. From time to time, and for the purpose of enhancing the performance and functionality of the Licensed Services, the Company may make additions, deletions, and modifications in connection with the Licensed Services, and shall make updates to Licensed Services provided to Licensee, such as "bug" fixes. In furtherance of the foregoing, the Company retains the right to change the composition of the Licensed Services, at its sole discretion. Such Support shall only be provided for the current version of the Licensed Services, or the immediately preceding released version for up to twelve (12) months ("**Latest Software Release**"). From time to time, the Company may, at its sole discretion, require Licensee, and all of Licensee's Affiliates as applicable, to migrate to the Latest Software Release, upon reasonable advance written notice. The Company and Licensee shall use commercially reasonable efforts to cooperate and work together during this migration.

**4.2. Maintenance.** The Company shall use commercially reasonable efforts to address reproducible material failures of the Licensed Services that arise in connection with Licensee's proper and authorized use of the Latest Software Release. In the event of a reproducible material failure of the Licensed Services, Licensee shall provide to the Company reasonably detailed documentation and explanation, together with underlying data, to substantiate any such failures and shall reasonably assist the Company in its efforts to investigate, diagnose and correct the failure.

#### **5. FEES AND PAYMENT TERMS**

**5.1. Fees.** Company will invoice Licensee based upon each Order Form submitted by Licensee and approved in writing by the Company, in accordance with the sale price set forth in the Order Form ("**Fees**"). Except as otherwise agreed: (i) all Fees shall be paid annually and in advance; (ii) Fees are per Domain based on the number of licenses purchased and not actual usage, unless such usage exceeds the designated quantity of licenses; and (iii) the committed quantity of licenses purchased cannot be decreased during the then current Subscription Term (as defined in Section 6.1 hereto). Any supplemental orders for Licensed Services and/or additional licenses for the Licensed Services may be executed by both parties signing sequentially numbered supplemental Order Forms.

**5.2. Payment Terms.** All invoices for the Licensed Services are due within thirty (30) days of date of invoice. Licensee will pay all undisputed invoices without any right of set-off or deduction. Licensee must notify Company in writing, within fifteen (15) days of receipt of an invoice, of any good faith dispute concerning the amounts due herein. Such notice must be addressed to the Company's finance department and must include a detailed, written statement identifying the facts related to the dispute, the disputed amount and the suggested resolution by the Licensee. Unless otherwise stated, all payments must be in U.S. dollars.

**5.3. Taxes; Late Payments, Subscription Suspension.** The Fees set forth in this Agreement are exclusive of all local, state, federal and foreign taxes, levies, or duties of any nature ("**Taxes**"), and Licensee is responsible for payment of all Taxes, excluding only United States taxes based on Company's income. If Company has the legal obligation to pay or collect Taxes for which Licensee is responsible pursuant to this Section, the appropriate amount shall be invoiced to and paid by Licensee unless Licensee provides Company with a valid tax exemption certificate authorized by the appropriate taxing authority. Interest at the rate of two percent (2%) per month or, if lower, the maximum rate permitted by applicable law, shall accrue on any undisputed amount not paid by Licensee to Company when due under this Agreement, and shall be payable by Licensee to Company on demand. If any Fees owed to Company are thirty (30) days or more overdue, Company may, without limiting its other rights and remedies, suspend the Licensed Services tied to such delinquent payment until such delinquent amounts are paid in full, provided that Company has given Licensee proper notice of Licensee's non-payment.

## **6. TERM AND TERMINATION**

**6.1. Term.** This Agreement shall commence on the Effective Date and shall continue unless otherwise terminated in accordance with this Agreement. The subscription term set forth on each Order Form shall begin on the date indicated on the Order Form and shall run for the designated subscription period unless otherwise terminated in accordance with this Agreement ("**Initial Subscription Term**"). Thereafter, the Subscription Term shall automatically renew, and continue to renew ("**Renewal Subscription Term(s)**") unless Company receives a written notice of termination from Licensee at least ninety (90) days prior to the termination of the then existing Initial Subscription Term or any subsequent Renewal Subscription Term, as applicable. The Initial Subscription Term and all Renewal Subscription Terms will be collectively referred to as the "**Subscription Term.**"

### **6.2. Termination for Cause.**

**6.2.1. By Company.** If Licensee and/or any of its Affiliate as applicable materially breaches any of its duties or obligations hereunder, and such breach is not cured within ten (10) days following receipt of a written notice from the Company of the breach, the Company may terminate this Agreement and any existing Order Form for cause as of the date specified in such written notice.

**6.2.2. By Licensee.** Licensee may terminate this Agreement upon written notice to Company, if Company breaches any material provision of this Agreement and does not cure the breach within ninety (90) days after receiving written notice thereof from Licensee. During such ninety (90) day period, Company, and Licensee shall use commercially reasonable efforts to work together in order to resolve said breach. No claims of breach shall exist for non-material deviations from the Documentation which do not impair use to an unreasonable extent, for faulty or negligent treatment, unsuitable or improper use, improper installation, operation, use or maintenance, or non-reproducible software errors, all to the extent the damage is not attributable to fault on the part of Company. Also excluded are claims for defects attributable to inappropriate modifications made by Licensee.

**6.3. Effects of Termination.** Upon termination or expiration of this Agreement for any reason, any unpaid fees for the Subscription Term will be immediately due and payable by Licensee and/or any of its Affiliate as applicable, all licensed rights granted in this Agreement will terminate and immediately cease to exist, and Licensee must promptly discontinue all use of the Licensed Services, destroy any and all copies of the Licensed Services in Licensee's possession or control, and an executive officer of Licensee shall certify in writing to the Company that it has fully complied with these requirements. Notwithstanding the foregoing, following termination of this Agreement, Licensee shall be responsible for any subsequent use by Licensee and/or any of its Affiliate as applicable of the Licensed Services at the rates and charges set forth in the applicable Order Form. In addition to any rights the Company may have at law, if this Agreement is terminated due to an uncured material breach by Licensee and/or any of its Affiliate as applicable, or if Licensee terminates this Agreement prior to the end of a Subscription Term for any reason other than an uncured material breach by the Company, then Licensee shall also pay to the Company the unamortized balance attributable to any equipment and software purchased by the Company on behalf of Licensee and/or any of its Affiliate as applicable. The Company reserves the right, without any liability, to shut off the Licensed Services and terminate Licensee's account upon the effective date of termination.

## **7. CONFIDENTIALITY**

**7.1. Confidential Information.** All business information disclosed by one party to the other in connection with this Agreement shall be treated as confidential ("**Confidential Information**"). With respect to Confidential Information disclosed by one party ("**Disclosing Party**") to the other party ("**Receiving Party**"), (i) the Receiving Party shall hold such Confidential Information in strict confidence using the same standard of care as it uses to protect its own confidential information but not less than a reasonable standard of care, (ii) the Receiving Party shall not use or disclose such Confidential Information for any purpose except as necessary to fulfill its obligations under this Agreement, or except as required by law provided that the Disclosing Party is given a reasonable opportunity to obtain, at its expense, a protective order (the Receiving Party shall reasonably cooperate with the Disclosing Party in connection therewith), (iii) the Receiving Party shall limit access to such Confidential Information to such of its employees, agents and contractors who need such access to fulfill the Receiving Party's obligations under this Agreement, and (iv) the Receiving Party shall require its employees, agents and contractors who have access to such Confidential Information to abide by the confidentiality provisions of this Agreement. The Receiving Party shall be responsible for any breach of this Agreement by any of its employees, agents or any other person who obtains access to or possession of any of the Disclosing Party's Confidential Information from or through the Receiving Party. Without limiting the generality of the foregoing, Confidential Information shall include Licensee's data and the details of Licensee's computer operations and shall also include the Company Proprietary Items. Confidential Information shall also include the terms of this Agreement, but not the fact that this Agreement has been signed, the identity of the parties hereto or the identity of the products licensed hereunder.

**7.2. Exclusions.** Confidential Information shall not include information that the Receiving Party establishes (i) at the time of receipt or later becomes publicly available through no fault of the other party, (ii) was or later is independently developed without use of the Confidential Information or obtained by the other party from independent sources free from any duty of confidentiality, (iii) was previously known to the Receiving Party, without obligation to keep it confidential; or (iv) is required to be disclosed by applicable statute or regulation or by judicial or administrative process, provided that, unless prohibited by applicable law or order, the Receiving Party will use reasonable efforts under the circumstances to provide prompt written notice to the Disclosing Party of such requirements.

## **8. WARRANTIES**

**8.1. Right to License.** Company warrants it has the full legal right to grant to Licensee the license granted under this Agreement.

**8.2. Licensed Services Warranty.** Services provided by the Company pursuant to this Agreement will be performed in good and workmanlike manner consistent with industry standards.

**8.3. Exclusions.** The Company does not warrant that the Licensee's use of the Licensed Services will be accurate, error free or uninterrupted. The Company shall have no obligation or otherwise with respect to any infringement claim or a claim of a breach of the performance warranty arising from Licensee's and/or any of its Affiliate's as applicable (a) use of the Licensed Services not specifically authorized by this Agreement or for purposes other than those intended by this Agreement, including Licensee or Licensee's Licensees' intentional circumvention of usage restrictions, or (b) any use of a form of the Licensed Services other than the Latest Software Release.

**8.4. Exclusive Remedies.** In the event of a breach of the warranties set forth in this Section 8, Licensee shall notify the Company in writing, provide such information as is necessary for the Company to verify the breach and shall reasonably cooperate with the Company. The Company shall, as applicable, and within a reasonable time at its expense, re-perform deficient Licensed Services, correct deficient Licensed Services or, in the case of a breach of the warranty in Section 8.1, procure for Licensee the right to continue to use the affected Licensed Services. If the Company is unable to re-perform the Licensed Services as warranted or correct deficient Licensed Services or procure such right for Licensee, Licensee shall be entitled to recover the fees paid for the deficient Licensed Services or terminate the license for the affected Licensed Services and recover the fees paid for such Licensed Services. The foregoing states the Company's sole liability, and Licensee's sole and exclusive remedy, for the Company's failure to satisfy the warranties in Section 8.



## 9. INDEMNIFICATION

**9.1. Infringement Indemnity.** The Company shall defend and indemnify Licensee against any direct losses, damages, or expenses (including reasonable attorneys' fees) incurred by Licensee and relating to or arising out of a third party claim that the Licensed Services violate or infringe upon any U.S. patent issued as of the date of this Agreement or any U.S. copyright or trade secret of a third party. If the Licensed Services, in the Company's opinion is likely to become or has become the subject of an infringement claim, the Company may, at its option and expense, either (a) procure for Licensee the right to continue using the Licensed Services, (b) replace or modify the Licensed Services so it becomes non-infringing, provided the functionality of the Services does not change in any material respect, or (c) remove all or the infringing part of the Licensed Services and refund to Licensee the Fees actually paid by Licensee for the infringing components of the Licensed Services less a reasonable allowance for the period of time Licensee used the Licensed Services. The remedies set forth above in this Section 9.1 state the entire liability and are the sole remedies of Licensee with respect to the Licensed Services or the use thereof violating or infringing the intellectual property rights of a third party.

**9.2. General Indemnity.** Licensee shall defend, indemnify and hold Allyable and its suppliers (and their Affiliates, directors, officers, owners, employees, or agents), harmless against any losses, claims, damages, or expenses (including attorneys' fees) relating to or arising out of any violation of the terms of this Agreement by Licensee and/or anyone on its behalf.

**9.3. Exclusions.** The Company shall have no obligation under this Section 9 for claims attributable to (a) any unauthorized or improper use or modification of the Licensed Services, (b) any unauthorized combination of the Licensed Services with other software, (c) any use of any version of the Licensed Services other than the Latest Software Release, or (d) any breach of this Agreement by Licensee, and/or any of its Affiliate as applicable. Further, the Company shall have no obligation under this Section, unless Licensee promptly gives written notice to the Company that a claim has been initiated against Licensee, allows the Company to have sole control of the defense or settlement of the claim and reasonably cooperates with the Company (at Company's expense) in the defense of such claim.

## 10. LIMITATION OF LIABILITY

The limitation of liability and exclusions of certain damages stated herein shall apply regardless of the failure of essential purpose of any remedy.

**10.1. Consequential Damages.** EXCEPT FOR DAMAGES ARISING FROM A BREACH OF SECTION 7 (CONFIDENTIAL INFORMATION) UNDER NO CIRCUMSTANCES SHALL EITHER PARTY BE LIABLE FOR LOST REVENUES, LOST PROFITS, LOSS OF BUSINESS, OR ANY INCIDENTAL, INDIRECT, EXEMPLARY, CONSEQUENTIAL, SPECIAL OR PUNITIVE DAMAGES OF ANY KIND, INCLUDING SUCH DAMAGES ARISING FROM ANY BREACH OF THIS AGREEMENT OR ANY TERMINATION OF THIS AGREEMENT, WHETHER SUCH LIABILITY IS ASSERTED ON THE BASIS OF CONTRACT, TORT (INCLUDING NEGLIGENCE OR STRICT LIABILITY), OR OTHERWISE AND WHETHER OR NOT FORESEEABLE, EVEN IF A PARTY HAS BEEN ADVISED OR WAS AWARE OF THE POSSIBILITY OF SUCH LOSS OR DAMAGES.

**10.2. Limitation of Liability.** The Company's total liability under this Agreement shall, under no circumstances, exceed the Fees paid or to be paid under this Agreement to the Company by Licensee for the most recent twelve (12) month period for the Licensed Services that are the subject of the claim.

**10.3. Disclaimer.** EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT, THE LICENSED SERVICES ARE PROVIDED "AS IS" AND THE COMPANY MAKE NO REPRESENTATIONS OR WARRANTIES, ORAL OR WRITTEN, EXPRESS OR IMPLIED, ARISING FROM COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE, QUALITY OF INFORMATION, QUIET ENJOYMENT OR OTHERWISE, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, OR NON-INTERFERENCE. THE COMPANY MAKES NO REPRESENTATIONS OR WARRANTIES, NOR SHALL THE COMPANY HAVE ANY LIABILITY WITH RESPECT TO ANY THIRD PARTY PRODUCTS OR SERVICES. THE COMPANY SHALL NOT BE RESPONSIBLE FOR ANY APPLICATION OF RESULTS OBTAINED FROM THE USE OF THE LICENSED SERVICES OR FOR UNINTENDED OR UNFORESEEN RESULTS OBTAINED IN THE USE OF THE LICENSED SERVICES. USE OF ANY INFORMATION OBTAINED THROUGH THE LICENSED SERVICES IS AT THE LICENSEE'S SOLE RISK. LICENSEE ACKNOWLEDGES THAT IT HAS NOT ENTERED INTO THIS AGREEMENT IN RELIANCE UPON ANY WARRANTY OR REPRESENTATION NOT EXPRESSLY CONTAINED IN THIS AGREEMENT. FURTHER, LICENSEE EXPRESSLY RECOGNIZES THAT THE COMPANY DOES NOT CREATE, OPERATE, CONTROL OR ENDORSE ANY DATA, INFORMATION, OR THIRD-PARTY PRODUCTS PROCESSED BY THE LICENSED SERVICES, INCLUDING BUT NOT LIMITED TO, INFORMATION OBTAINED. THE COMPANY SHALL NOT BE LIABLE TO LICENSEE OR ANY THIRD PARTY FOR ANY COST OR DAMAGE ARISING EITHER DIRECTLY OR INDIRECTLY FROM ANY LOSS OF DATA.

**10.4. Other limitations.** The warranties made by and obligations of the Company in this Agreement run only to Licensee and not to its Affiliates, its Clients or any other entity or third party. Under no circumstances shall any Affiliate or Client of Licensee or any other entity or third party be considered a third party beneficiary of this Agreement or otherwise entitled to any rights or remedies under this Agreement, even if such Affiliates, Clients or other third party are provided access to the Licensed Services or data maintained in the Licensed Services, Internet or other networked environment. Licensee shall have no rights or remedies against the Company except as specified in this Agreement.

## **11. DATA PROTECTION**

**11.1.** Licensee acknowledges that the Licensed Services may require collection of data, and that such data may include personal data as defined in the European Union Data Protection Directive 46-95-EC and in Regulation (EU) 2016/679, relevant national legislation and any amendments thereto ("GDPR"). By executing the data processing agreement attached hereto as **Exhibit C**, Licensee hereby provides Company its consent for collecting and processing its personal data, as required by GDPR and acknowledges that without such consent Company cannot offer Licensee the Licensed Services. Licensee further acknowledges and agrees that any and all data used, processed, stored, managed or distributed by Licensee is used, processed, stored, managed, transferred and otherwise dealt at Licensee's sole risk, and Licensee assumes exclusive responsibility and liability for all legal consequences resulting from such activity.

**11.2. Allyable's Privacy Policy.** Licensee is obligated to comply with Allyable's privacy policy, which is available at the following URL: <http://allyable.com/privacy-policy/> (the "**Privacy Policy**"). Allyable reserves the right, in its sole discretion, to amend, modify or change the Privacy Policy at any time without prior notice to Licensee. Any amendments to the Privacy Policy shall be effective upon posting to the URL. Company may immediately suspend the Licensed Services or terminate this Agreement upon violation of the Privacy Policy. If Company is informed by government authorities of inappropriate or alleged illegal use of Company facilities or other networks accessed through Company by Licensee, Company in its sole discretion may terminate the Licensed Services and provide any information in its possession to such authorities without notice to or the permission of Licensee.

## **12. MISCELLANEOUS**

**12.1. Force Majeure.** Neither party shall be liable for, nor shall either party be considered in breach of this Agreement due to, any failure to perform its obligations under this Agreement (other than a failure to pay amounts due) as a result of a cause beyond its control, including any natural calamity, act of God or a public enemy, act of any military, civil or regulatory authority, change in any law or regulation, disruption or outage of communications, power or other utility, failure to perform by any supplier or other third party, or other cause which could not have been prevented with reasonable care.

**12.2. Notice.** All notices, consents and other communications under this Agreement shall be in writing and shall be deemed to have been received on the earlier of the date of actual receipt or the third business day after being sent by first class mail.

Company's address for notice: is:

Address: 5854 Conifer street , Oak Park, CA 91377, USA.

Email address: info@allyable.com

Attention: CEO

Licensee's address for notices is

As mentioned in the signature.

**12.3. Parties In Interest.** Licensee may not assign this Agreement, any Exhibit or any rights or obligations hereunder without the prior written consent of the Company.

**12.4. Inspection.** Licensee will permit the Company or its representatives to review Licensee's records and inspect Licensee's facilities to ensure compliance with this Agreement.

**12.5. Entire Understanding.** This Agreement states the entire understanding between the parties with respect to its subject matter, and supersedes all prior proposals, negotiations and other written or oral communications between the parties with respect to its subject matter. Each Exhibit states the entire understanding between the parties with respect to its subject matter, and supersedes all prior proposals, negotiations and other written or oral communications between the parties with respect to its subject matter. No modification of this Agreement or any Exhibit, and no waiver of any breach of this Agreement or any Exhibit, shall be effective unless in writing and signed by an authorized representative of the party against whom enforcement is sought. No waiver of any breach of this Agreement or any Exhibit, and no course of dealing between the parties, shall be construed as a waiver of any subsequent breach thereof.

**12.6. Survival.** All provisions in this Agreement that by their very nature are continuing shall survive termination or expiration of the Agreement.

**12.7. Governing Law.** This Agreement is governed by and construed exclusively in accordance with the laws of the State of New York, without regard to the principles of conflict of laws. Any and all disputes and controversies arising out of or in connection with the Agreement shall be brought exclusively before the competent state or federal court located in New York, New York (or in any appellate courts thereof), provided however that judgment shall be enforceable in any country. The parties hereto irrevocably consent to the exclusive jurisdiction of the court specified above and expressly waive any objection to the jurisdiction or convenience of such courts. Notwithstanding the foregoing, Company will be entitled to seek injunctive relief, or any other appropriate relief, in any court of competent jurisdiction for any breach or threatened breach of Section 7 hereunder.

**12.8. Reference.** Licensee agrees that the Company may use Licensee as a reference for prospective clients, as well as allowing the Company to publish press releases and other marketing materials which reference Licensee. Licensee shall be granted an opportunity to conduct a final review of all such materials.

**LICENSEE:**

BY: \_\_\_\_\_  
\_\_\_\_\_

NAME: \_\_\_\_\_  
\_\_\_\_\_

TITLE: \_\_\_\_\_  
\_\_\_\_\_

ADDRESS:

EFFECTIVE DATE: \_\_\_\_\_  
\_\_\_\_\_

**COMPANY**

BY:

NAME:

TITLE:

EFFECTIVE                      DATE:

Exhibit A  
Order Form format sample  
Subscription

<b>Customer Name:</b>					
<b>Order Date</b>	<b>MM/DD/YYYY</b>				
<b>Licensed Domains/sub-Doamins</b>			<b>Licensed Services</b>		
	<b>URLs:</b>	<b>Pages Views</b>	<b>Term (months)</b>	<b>Package type</b>	<b>Price</b>
Domain #1			12/24/36		
Domain #2			12/24/36		
Domain #3			12/24/36		
Domain #4			12/24/36		
Domain #5			12/24/36		
Domain #6			12/24/36		
Domain #7			12/24/36		
Domain #8			12/24/36		
Domain #9			12/24/36		
Domain #10			12/24/36		
<b>Total</b>	<b>Total Domain #:</b>	<b>Total Pages #:</b>			

**Customer's contact information:**

Full Name: \_\_\_\_\_

Title: \_\_\_\_\_

Tel: \_\_\_\_\_

Email: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

## Exhibit B

### Services Descriptions and Hardware Requirements

All the packages describe in the Allyable's website <http://www.allyable.com/>

All Products are based on their exact license terms of use.

The package offering can be modified from time to time by the Company with fourteen (14) days prior written notice.

## Exhibit C

### DATA PROTECTION AND CUSTOMER CONSENT FOR COLLECTING AND PROCESSING PERSONAL DATA FOR SAAS SERVICES

In the course of providing access to SaaS and hosted Licensed Services (as defined below) to Licensee, Data Processor (as defined below) may under certain circumstances may process Personal Data (as defined below) submitted by Licensee.

This Annex together with the MSA (as defined below), constitutes the contract governing the Processing by the Data Processor as contemplated under Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the Processing of Personal Data and on the free movement of such data (the “**General Data Protection Regulation**” or “**GDPR**”). The parties to this Annex shall comply with their respective requirements and obligations set forth in the GDPR with respect to Processing, during performance of the Licensed Services, of Personal Data covered by the GDPR. This Annex shall not be construed to impose any obligations beyond those required by the GDPR itself. Capitalized terms used herein and not defined herein shall have the meaning ascribed to them in the MSA.

#### 1. Definitions

<b>"Data Controller"</b>	means Licensee, as controller under the GDPR.
<b>"Data Processor"</b>	means A.Y.11 Make-Sense International Inc., as processor under the GDPR.
<b>"Data Subject"</b>	shall have the meaning specified in the GDPR.
<b>"Licensed Services"</b>	shall have the meaning specified in the MSA.
<b>"Licensed Software"</b>	shall have the meaning specified in the MSA.
<b>"MSA"</b>	means Master Service Agreement pursuant to which A.Y.11 Make-Sense International Inc. and its affiliates grants Licensee a license to use the Licensed Services. This Annex is incorporated in and forms a part of the MSA.
<b>"Personal Data"</b>	shall have the meaning specified in the GDPR.
<b>"Personal Data Breach"</b>	shall have the meaning specified in the GDPR.
<b>"Processing"</b>	shall have the meaning specified in the GDPR.

#### 2. Processing Details

##### 2.1. Subject Matter and Duration of the Processing

The subject-matter of the Processing includes the provision to Data Controller of the Licensed Services. The duration of the Processing shall be the term of the MSA and a reasonable and limited period of time following its expiration or other termination, all as further described herein and in the MSA.

##### 2.2. Purpose for Processing

The purpose of the intended Processing of Personal Data is for the provision to Data Controller of the Licensed Services and related services described in the MSA and the performance of Data Processor's obligations under the MSA.

##### 2.3. Nature of Processing

The nature of the Processing shall be to provide to Data Controller the Licensed Services pursuant to the MSA, and as further instructed by Data Controller by way of support request in scope of the Licensed Services. Data Processor may also provide other services to the extent described in the MSA or other written request by Data Controller.

##### 2.4. Type of Personal Data

(a) The subject of the Processing shall be Personal Data types consistent with the purposes described in Section 2.2 above and may, as applicable, include the following types of Personal Data:

- Data Controller's staff user information, including:
  - First and last names
  - Postal addresses
  - Email addresses

- Telephone numbers and other contact information
  - General usage information, including connection data (e.g., IP addresses)
  - Staff related usage information, including records of staff operations and activity
- (b) Data Controller may also upload to the Licensed Services additional Personal Data types that are consistent with the purposes described in Section 2.2 above; provided that in no event shall Data Controller upload to or store on the Licensed Service any other data prohibited by the MSA or the GDPR. Data Controller determines which Personal Data it uploads and shall have sole responsibility for the accuracy, quality, and legality of Personal Data uploaded to the Licensed Services and the means by which Data Controller acquired said Personal Data.

## 2.5. Categories of Data

The categories of Data Subjects shall be determined by Data Controller and may include, without limitation, Data Controller's administrators and employees.

## 3. **Data Controller Instructions**

Data Processor shall process Personal Data only within the scope of Data Processor's obligations under the MSA and the GDPR, according to documented instructions of Data Controller. This Annex and the relevant terms of the MSA constitute documented instructions of Data Controller with respect to the Processing of Personal Data. Data Controller shall be responsible for having all necessary rights to collect and process and to allow collection and Processing of all Personal Data contemplated hereunder.

## 4. **Confidentiality Obligations of Data Processor personnel**

Data Processor shall take reasonable steps to ensure that only authorized personnel have access to Personal Data. All personnel of Data Processor engaged in the Processing of Personal Data on a strict need-to-know basis (i) will process Personal Data only in accordance with the MSA and this Annex, unless required to do so by Union or relevant Member State law and (ii) have committed to maintain the confidentiality of any Personal Data.

## 5. **Security**

5.1. Taking into account the state of the art, the costs of implementation and the nature, scope, context and purposes of Processing as well as the risk of varying likelihood and severity for the rights and freedoms of natural persons, Data Controller and Data Processor shall, in relation to the Personal Data, implement appropriate technical and organizational measures to ensure a level of security appropriate to that risk, including, as appropriate:

- the pseudonymization and encryption of Personal Data;
- the ability to ensure the ongoing confidentiality, integrity, availability and resilience of processing systems and services;
- the ability to restore the availability and access to Personal Data in a timely manner in the event of a physical or technical incident;
- a process for regularly testing, assessing and evaluating the effectiveness of technical and organizational measures for ensuring the security of the processing.

5.2. In assessing the appropriate level of security, account shall be taken of the risks that are presented by Processing, in particular from accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to Personal Data transmitted, stored or otherwise processed.

## 6. **Sub-Contractors**

6.1. Data Processor will ensure that: (a) any sub-contractor it engages to process Personal Data under the MSA on its behalf does so only on the basis of a written contract which imposes on such sub-contractor data protection obligations no less protective of Personal Data than those imposed on Data Processor in this Annex; and (b) where any such processor engaged by Data Processor fails to fulfil its data protection obligations, Data Processor shall remain fully liable to Data Controller for the performance of that other processor's obligations.



- 6.2. Data Controller hereby authorizes Data Processor to engage affiliates (under common ownership with Data Processor) to participate in performance of Data Processor's obligations with respect to Processing of Personal Data under the MSA and this Annex and to transfer Personal Data to such affiliates for such purpose.

## **7. Data Transfer**

Data Controller acknowledges and accepts that the provision of the Licensed Services under the MSA may require transfer of Personal Data to, and Processing by, sub-processors in third countries (as set forth above), including certain countries outside the EEA. With respect to transfers of Personal Data to a sub-processor located outside of the EEA, Data Processor shall in advance of any such transfer ensure that such countries are recognized by the European Commission as providing an adequate level of data protection or that a mechanism is in place to provide appropriate safeguards and enforcement of Personal Data protection in compliance with the requirements of the GDPR.

## **8. Rights of Data Subjects**

Data Processor shall provide Data Controller with instructions regarding the use, by Data Controller and/or its authorized users, of tools within the Licensed Services to allow Data Controller to access, rectify, erase, block and export Personal Data relating to Data Subjects that is stored as part of the Licensed Services. If Data Processor receives a request from Data Controller's Data Subject to exercise one or more of its rights under the GDPR, Data Processor will redirect the Data Subject to make its request directly to Data Controller.

## **9. Assistance to Data Controller**

Taking into account the nature of Processing and the information available to Data Processor, Data Processor may provide assistance to Data Controller as Data Controller reasonably requests in relation to Data Controller's compliance with the obligations pursuant to Articles 32 to 36 of the GDPR in the scope of the Licensed Services, and Data Controller shall cover all costs incurred by Data Processor in connection with its provision of such assistance.

## **10. Return or deletion of Personal Data after expiration or termination of MSA**

After the expiration or other termination of the MSA or the Licensed Services subscription, Data Processor shall delete Data Controller's Personal Data, if any, which may have been stored on Data Processor's systems unless Union or Member State law requires storage of such Personal Data.

## **11. Rights of Data Controller to audit**

To the extent required by GDPR, Data Processor shall make available to Data Controller all information necessary to demonstrate compliance with the obligations of this Annex and allow for and contribute to audits, including inspections, conducted by Data Controller or another auditor mandated by Data Controller. For the avoidance of doubt, the cost of any such audit or inspection shall be paid by Data Controller.

## **12. Data Protection Officer**

Data Processor and its affiliates have appointed a data protection officer or a primary contact for data privacy-related matter. The appointed person may be reached at [info@allyable.com](mailto:info@allyable.com) or such other address as published by Data Processor from time-to-time.

## **13. Notification in the event of a Personal Data Breach**

Data Processor shall notify Data Controller without undue delay and, where feasible, not later than seventy-two (72) hours after becoming aware of a Personal Data Breach.

## **14. Conflicting Terms**

In the event of any conflict or inconsistency between the provisions of this Annex and any prior terms or agreements between the parties with respect to the Processing of Personal Data, including, without limitation, prior data processing agreement(s), the provisions of this Annex shall prevail.

[END OF PAGE]

**IN WITNESS WHEREOF**, the parties have executed this Annex as of the Effective Date.

**A.Y.11 MAKE-SENSE INTERNATIONAL INC.:**

**LICENSEE**

By:

By: \_\_\_\_\_

Name: David Adi

Name: \_\_\_\_\_

Title: CEO

Title: \_\_\_\_\_

Effective Date: \_\_\_\_\_