

Terms

SERVICE AGREEMENT

THIS AGREEMENT GOVERNS YOUR ACQUISITION AND USE OF OUR SERVICES.

IF YOU REGISTER FOR A FREE TRIAL FOR OUR SERVICES, THIS AGREEMENT WILL ALSO GOVERN THAT FREE TRIAL.

BY ACCEPTING THIS AGREEMENT, EITHER BY CLICKING A BOX INDICATING YOUR ACCEPTANCE OR BY EXECUTING AN ORDER FORM THAT REFERENCES THIS AGREEMENT, YOU AGREE TO THE TERMS OF THIS AGREEMENT. IF YOU ARE ENTERING INTO THIS AGREEMENT ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY, YOU REPRESENT THAT YOU HAVE THE AUTHORITY TO BIND SUCH ENTITY AND ITS AFFILIATES TO THESE TERMS AND CONDITIONS. IF YOU DO NOT HAVE SUCH AUTHORITY, OR IF YOU DO NOT AGREE WITH THESE TERMS AND CONDITIONS, YOU MUST NOT ACCEPT THIS AGREEMENT AND MAY NOT USE THE SERVICES.

Customer may not access the Service if Customer is Konverse's direct competitor, except with Konverse's prior written consent. In addition, Customer may not access the Service for purposes of monitoring their availability, performance or functionality, or for any other benchmarking or competitive purposes.

This Agreement is effective between Customer and Konverse as of the date of Customer accepting this Agreement, or as otherwise indicated in the applicable Order Form.

This Service Agreement (this "**Agreement**") is effective as of the date that it is executed by the last party to duly execute (the "**Effective Date**"), by and between Konverse (Yapmo, Inc.) (hereinafter "**Konverse**"), a Delaware corporation, with its principal offices located at 1811 W. North Ave. Suite #401, Chicago, IL 60622 and the entity executing this Agreement as Customer below ("**Customer**"). All Orders referencing this Agreement shall be deemed incorporated herein.

1. Definitions.

The following definitions shall have the corresponding meanings. Additional definitions appear throughout the substantive provisions of this Agreement, the Order(s), and any applicable schedules, exhibits and attachments:

1. Administrator. "**Administrator**" means an individual or individuals designated as such in an Order and authorized by Customer to activate (and deactivate) IDs and passwords for Users. Customer may add or change Administrators upon written notice to Konverse.
2. Customer. "**Customer**" means the company or other legal entity that executed the applicable Order Form, for which you are accepting this Agreement, and Affiliates of that company or entity.

3. Service. **“Service”** means the subscription to Konverse’s proprietary enterprise mobile communication, workflow and networking tools through a dedicated URL hosted, or a mobile application provided, by Konverse (including all underlying software and technology), as more fully described in an Order and all related user documentation.
4. Subscription Start Date. **“Subscription Start Date”** means the date which is the earlier of (a) the Service Start Date as defined in the applicable Order Form, or (b) the date on which Konverse is officially launched by Customer.
5. Support. **“Support”** means, both individually and collectively, the services performed by Konverse in connection with the configuration and ongoing maintenance of the Service, on behalf of Customer.
6. User. **“User”** means an individual: (a) who is an employee, an agent or other representative of Customer, or other authorized third party individuals selected by Customer; or (b) who has been properly issued a valid ID and password by an Administrator.
7. Konverse. **“Konverse”** means Yapmo, Inc., a Delaware corporation, with its principal offices located at 1811 W. North Ave. Suite #401, Chicago, IL 60622.

2. Konverse Service.

1. Service. Konverse shall provide the Service and Support as described in a mutually executed ordering document (each, an **“Order”**). Customer may purchase additional Service and/or Support components at the rates set forth in the associated Order, or if rates are not set forth therein, at rates subsequently quoted by Konverse. Customer will be responsible for and provide all graphical creative elements (e.g., Customer logo) required in connection with Customer’s use of Service and all Customer Content (defined below).
2. License. Subject to the terms and conditions of this Agreement, Konverse hereby grants to Customer a limited scope, nonexclusive, nontransferable license to use and access the Service during the Term of such Order for Customer’s internal business purposes and as may be further described in such Order. Customer may use any documentation provided by Konverse in connection with the Service solely in connection with the licensed use of the Service. Customer shall administer the implementation and password access of its Users.
3. Restrictions. Customer shall not do, attempt to do, nor permit any person or entity to do, any of the following: (i) create or recreate the source code for any underlying software and technology relating to the Service, or re-engineer, reverse engineer, decompile or disassemble any such underlying software and technology; (ii) copy, modify, adapt, translate or create derivative works based upon any such underlying software and technology; (iii) remove, erase or tamper with any copyright or other proprietary notice printed or stamped on, affixed to, or encoded or recorded in the Service or any associated documentation; or (iv) sublicense, sell, lease, rent, timeshare or otherwise transfer, or pledge as security the Service or its access

thereto. All rights (including all intellectual property rights) to and/or with respect to any items, materials or services relating to the Service not expressly licensed by Konverse hereunder, are expressly and exclusively retained by Konverse. Konverse shall have a royalty-free, worldwide, perpetual license to use or incorporate into the Service any suggestions, ideas, enhancement requests, feedback, recommendations or other information provided by or on behalf of Customer, solely as such information relates to the Service, and expressly excluding any Customer Confidential Information. Konverse owns all intellectual property rights in and to the Service, including all improvements, enhancements, modifications, translations, adaptations and derivative works thereof or thereto and, other than as expressly set forth herein, exclusively reserves all intellectual property rights therein and thereto. Other than the limited license right to utilize the Service, nothing contained in this Agreement shall be construed as granting Customer any rights in or to the Service.

4. Other Services. Any professional or consulting services, including Customer-specific implementation or training services, shall be subject to a separate Order, or a separate Agreement between the parties.

3. Customer Responsibilities.

1. Customer Content. Customer shall be solely responsible for the creation, renewal, updating, deletion, control and all other aspects of any files, scripts, images, graphics, text, data or other objects posted, processed, transmitted or communicated by Users (collectively, "**Customer Content**"), and represents, warrants and covenants that it shall possess any and all rights necessary to use such Customer Content in connection with the Service. Subject to the terms and conditions of this Agreement, Customer grants to Konverse a non-exclusive license to the Customer Content for purposes of the provision by Konverse of the Service, and for Konverse's analysis and diagnostics in connection with the use, operation and ongoing development of the Service. Customer acknowledges that the foregoing rights of Konverse do not constitute an obligation on the part of Konverse to monitor the Customer Content, provided that Konverse retains the right to remove any Customer Content deemed inappropriate by Konverse, in its reasonable discretion. Customer shall be solely responsible for maintaining its connection to the Internet (including adequate bandwidth), all Customer Content, databases, hardware and applications and other resources as necessary for Customer to utilize the Service. All Customer Content is and shall remain the property of Customer, including any modifications or derivative works thereof or thereto. To the extent necessary, at Customer's request and expense, Konverse will execute, or obtain the execution of, any instrument that may be appropriate to assign the intellectual property rights in and to the Customer Content to Customer. Customer acknowledges that as part of the Service, Konverse collects and aggregates anonymous data concerning User behavior, traffic and other interactive information. Customer acknowledges and agrees that both during and after the Term, Konverse may retain and use all such aggregated or anonymous data to improve

Konverse's products and services.

2. **Use of Service by Users.** With respect to the use of the Service by Users, Customer shall adopt, disseminate to all Users and enforce a commercially reasonable Terms of Use/Acceptable Use Policy which shall, at a minimum: (i) limit the User-generated Customer Content to Customer business-related (and not personal) information; (ii) ban inappropriate, harassing, illegal User-generated Customer Content; (iii) prohibit the introduction to the Service of any malicious code, including any viruses, worms or other code intended to adversely affect the Service and (iv) clearly state that any use of the Service by Users through a mobile device is strictly voluntary and not compulsory. In the event that Customer receives (or is notified by Konverse that Konverse has received) a notice complying with the Digital Millennium Copyright Act demanding that Customer Content infringes the rights of any third party, Customer shall promptly remove such Customer Content from the Service. In the event that such notice was received by Konverse and Customer fails to promptly do so, Konverse may remove such Customer Content. Customer shall be responsible for all acts and omissions of Users in connection with their use of the Service. Konverse shall retain the right to send email marketing to Users in order to encourage adoption, educate on features, or other such goals that Konverse in its discretion believes will result in positive outcomes for Customer.
3. **Publicity.** Customer shall provide to Konverse, Customer's approved logo and associated use guidelines for use in a list of Konverse's customers. Customer shall retain all intellectual property rights in and to such logo. Konverse shall have the right to issue a press release announcing Customer as a customer of Konverse, the content of which shall be subject to Customer's consent, which consent shall not be unreasonably withheld or delayed.
4. **Case Study.** Within three months of the initial launch date of the Customer app, and provided that Customer is reasonably satisfied with its experience with Konverse, Customer will work with Konverse to develop a case study that Konverse can use in its marketing efforts. Customer will dedicate a representative to facilitate with the case study and provide Konverse with non-competitive data that may be useful in the case study.

4. Termination.

1. **Term.** This Agreement shall commence on the Effective Date and shall continue and be effective for the length of the term defined in the applicable Order Form. On each anniversary of the Subscription Start Date (each, an "**Anniversary Date**"), the Term will renew automatically for successive one (1) year periods unless either Customer or Konverse provides proper notice of non-renewal no later than sixty (60) days prior to the relevant Anniversary Date.
2. **Termination.** This Agreement may terminate pursuant to one of the following: (i) Konverse may terminate this Agreement at any time upon ninety (90) days' prior written notice to Customer; (ii) Konverse may immediately terminate this Agreement upon prior written notice to Customer if Customer materially breaches any term or condition of this Agreement or the

Order; (iii) Customer may terminate this Agreement upon prior written notice to Konverse if Konverse materially breaches any term or condition of this Agreement or the Order and fails to cure such breach within thirty (30) days after receipt of written notice thereof. In the event that this Agreement is terminated by Customer due to an uncured breach by Konverse, Konverse shall refund to Customer the pro-rata portion of any amounts actually paid to Konverse that correspond to periods following the effective date of such termination.

3. Post-Termination Access. For a period of thirty (30) days following the effective date of termination of this Agreement, Konverse shall permit Customer to access the Service, solely for the purpose of downloading the Customer Content.

5. Confidentiality and Data Privacy.

1. Confidential Information. Each party shall keep confidential and shall not use or disclose for any purpose, other than to exercise rights and perform obligations hereunder, any information disclosed by the other party to such party in connection with this Agreement, whether disclosed prior to, on, or after the Effective Date, which is either marked as confidential (or words of similar import) or is of a nature or disclosed in such a manner as would put a reasonable person on notice as to the confidential or proprietary nature of the information (collectively "**Confidential Information**"). The foregoing shall not apply to information that: (i) is publicly known at the time of disclosure or subsequently becomes publicly known other than through a breach of this Section 5.1; (ii) is lawfully received from a third party not subject to confidentiality terms with the disclosing party with respect to such information; (iii) was independently developed by the receiving party without reference to the Confidential Information of the disclosing party, as established by the written records of the receiving party, or (iv) is required to be disclosed under a legal requirement, provided that the receiving party shall: (A) give the disclosing party reasonable written notice prior to disclosure pursuant to such requirement (unless prohibited by such requirement); (B) use diligent efforts to limit disclosure and to obtain confidential treatment or a protective order and allow the disclosing party to participate in the proceeding; and (C) comply with any applicable protective order or equivalent. Customer acknowledges and agrees that the Service, any associated documentation and the pricing terms contained in any Order shall be deemed the Confidential Information of Konverse.
2. Data Privacy. The Service places, on Customer's behalf, a "first-party cookie" in each User's web browser, if configured to accept such cookies. To the extent necessary, Customer shall obtain any consents necessary from individuals or otherwise in order for Customer and Users to use the Service. The parties hereby agree to comply with all applicable national and international laws, regulations, notices, and guidelines relating to personal information privacy (collectively, "**Data Privacy Laws**")

6. Warranties.

Konverse warrants that it will provide the Service and Support in a professional and workmanlike manner and in accordance with this Agreement. EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT, ALL WARRANTIES, REPRESENTATIONS, AND GUARANTEES WITH RESPECT TO THE PRODUCTS OR SERVICES OR OTHERWISE, WHETHER EXPRESS OR IMPLIED, ARISING BY LAW, CUSTOM, OR OTHERWISE (INCLUDING ANY WARRANTY OF MERCHANTABILITY, OR FITNESS FOR PARTICULAR PURPOSE) ARE HEREBY DISCLAIMED.

7. Limitation of Liability.

EXCEPT FOR AMOUNTS PAYABLE TO THIRD PARTIES IN CONNECTION WITH INDEMNIFICATION OBLIGATIONS PURSUANT TO SECTION 8, OR A BREACH OF SECTION 2.3 OR SECTION 4: (a) UNDER NO CIRCUMSTANCES WILL EITHER PARTY, ITS SUPPLIERS, OR AFFILIATED PERSONS BE LIABLE FOR ANY CONSEQUENTIAL, INDIRECT, SPECIAL, PUNITIVE, EXEMPLARY OR INCIDENTAL DAMAGES, OR LOST PROFITS, WHETHER FORESEEABLE OR UNFORESEEABLE (INCLUDING CLAIMS FOR LOSS OF DATA, USE OF OR INABILITY TO USE THE SERVICE, INTERRUPTION IN USE OR AVAILABILITY OF DATA OR THE SPECIFIC RESULTS OBTAINED THROUGH THE USE OF SERVICE) ARISING OUT OF BREACH OR FAILURE OF EXPRESS OR IMPLIED WARRANTY OR REMEDY, BREACH OF CONTRACT, MISREPRESENTATION, NEGLIGENCE, STRICT LIABILITY IN TORT, OR OTHERWISE; AND (b) IN NO EVENT WILL THE AGGREGATE LIABILITY WHICH EITHER PARTY, ITS SUPPLIERS AND AFFILIATED PERSONS MAY INCUR IN ANY ACTION OR PROCEEDING ARISING HEREUNDER EXCEED THE TOTAL AMOUNT PAID TO KONVERSE (IN THE CASE OF KONVERSE'S LIABILITY) OR PAYABLE TO KONVERSE (IN THE CASE OF CUSTOMER'S LIABILITY) BY CUSTOMER, DURING THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE CLAIM.

8. Indemnification.

1. Konverse Indemnification. Konverse will indemnify, defend and hold harmless Customer from and against all claims, suits and proceedings brought by third parties against Customer, its Users, affiliates, licensors, suppliers, officers, directors, employees and agents alleging infringement of such third party's intellectual property rights by the Service, including with respect to any resulting liabilities, losses, damages and costs awarded by a court or included as part of a final settlement, as well as reasonable attorneys' fees; provided, that Customer: (i) promptly notifies Konverse, in writing, of any such claim, suit or proceeding for which indemnity is claimed; (ii) cooperates reasonably with Konverse, at Konverse's expense, in the defense and settlement thereof; and (iii) allows Konverse to control the defense and settlement thereof. Customer will have the right to participate in any defense of a claim and/or to be represented by counsel of its own choosing at its own expense, provided that ultimate control of such defense shall remain solely with Konverse. If any infringement claim with respect to the Service may be or has been asserted, Customer will permit Konverse, at Konverse's option and expense, to: (A) procure for Customer the right to continue using or

receiving the affected Service; (B) replace or modify the affected Service to eliminate the infringement while providing functionally equivalent performance; or (C) terminate this Agreement with respect to the affected Service in exchange for a refund of the pro-rata portion of fees that Customer actually paid to Konverse for the affected Service corresponding to periods following such termination. Konverse's obligations under this Section 8.1 shall not apply to any claims based upon: (I) any materials, software or other information that have been altered by Customer or any party other than Konverse; (II) other than Intended Combinations (defined below), the combination of the Service with any items not provided or recommended by Konverse, in writing (including in documentation provided by Konverse); or (III) use of the Service or any such materials, software or information after termination pursuant to sub-section (C) above. "**Intended Combinations**" shall mean combinations of the Service with items that are necessary for their intended use and functionality (e.g., currently supported versions of standard web browsers and operating systems). In the event that a claim described above arises out of an Intended Combination, Konverse shall be required to indemnify Customer pursuant to this Section 8.1. This Section 8.1 states Customer's exclusive remedy and Konverse's sole liability in connection with any claim of infringement or misappropriation of intellectual property rights.

2. Customer Indemnification. Customer will indemnify, defend and hold harmless Konverse from and against all claims, suits and proceedings brought by third parties against Konverse and its affiliates, licensors, suppliers, officers, directors, employees and agents, including with respect to any resulting liabilities, losses, damages and costs awarded by a court or included as part of a final settlement, as well as reasonable attorneys' fees, arising from or connected with Customer's (or any User's) use or misuse of the Service, or any Customer Content, or any claim against Konverse by any User arising out of such Users use of the Services; provided, that Konverse: (i) promptly notifies Customer, in writing, of any such claim, suit or proceeding for which indemnity is claimed; (ii) cooperates reasonably with Customer, at Customer's expense, in the defense and settlement thereof; and (iii) allows Customer to control the defense and settlement thereof. Konverse will have the right to participate in any defense of a claim and/or to be represented by counsel of its own choosing at its own expense, provided that ultimate control of such defense shall remain solely with Customer.

9. Miscellaneous.

1. Independent Parties/Third Party Beneficiaries. Customer and Konverse are independent parties. Nothing in this Agreement will be construed to make either party an agent, employee, franchisee, joint venturer, or legal representative of the other party. Neither party will either have, or represent itself to have, any authority to bind the other party or act on its behalf. Nothing in this Agreement is intended or shall be construed as a third party beneficiary agreement, nor shall this Agreement confer, convey or be deemed to accord any rights to any third party, including any User.

2. Force Majeure. Neither party will be liable for any failure or delay in performing an obligation under this Agreement that is due to causes beyond its reasonable control, such as natural catastrophes, or governmental acts or omissions, laws or regulations. These causes will not excuse Customer from paying amounts due to Konverse.
3. Notices. Any notice under or in connection with this Agreement shall be in writing and shall be sent by confirmed facsimile, nationally recognized (in the country of the sending party) overnight courier or certified mail (return receipt requested) to the addresses/facsimile numbers for notice set forth below. In the event that Customer fails to provide such information in the space provided below, Customer may subsequently provide such information by written notice to Konverse at 1811 W. North Ave., Suite #401, Chicago, IL 60622; Attn: Paul Everton, CEO, and Konverse may, prior to receipt of such information utilize any reasonable notification information to provide notice to Customer. Any such failure by Customer shall not affect the validity of this Agreement.
4. Assignment. Neither party may assign or otherwise transfer this Agreement without the other party's prior written approval, which will not be unreasonably withheld, provided, however, that each party may assign this Agreement, in its entirety and upon prior written notice to the other party, in connection with a merger, acquisition or similar organizational transaction unless such assignment is to a competitor of the non-assigning party. Any assignment or attempt to do so other than as provided in this Section 9.4 will be void.
5. Waiver, Modification, Severability, Cumulative Remedies, Agreement Drafting, Construction.
 1. Waiver, Modification. Except as otherwise provided herein, any waiver, amendment or other modification of this Agreement will not be effective unless in a physical writing, manually executed by the parties (e.g., no e-mail correspondence or other form of electronic contracting shall serve to amend, modify or waive any portion of this Agreement), provided that signatures delivered by: (A) facsimile or; (B) scanned .PDF format (or equivalent) file via e-mail, shall be deemed a manually executed physical writing. Notwithstanding the foregoing, in the event that Konverse provides an electronic method (including, if applicable, e-mail) for purchasing additional Users, Customer's utilization of such method shall serve to amend the applicable Order to add any such Users purchased. In connection with Customer's use of any such method, Konverse may rely on such use as constituting a binding contract between Konverse and Customer. No other course of conduct shall operate to waive, amend or modify this Agreement. The waiver by either party of any of its rights or remedies in a particular instance will not be construed as a waiver of the same or different right or remedy in subsequent instances.
 2. Severability. If any provision of this Agreement is held to be invalid, it shall either be: (A) reformed only to the extent necessary to make it enforceable, and such holding shall not affect the enforceability: (I) of such provision under other circumstances; or (II) of the remaining provisions hereof under all circumstances; or (B) if such reformation is not

possible, severed from this Agreement and the remainder of this Agreement shall continue in full force and effect.

3. Cumulative Remedies. Except as expressly provided to the contrary herein, all remedies set forth in this Agreement are cumulative and not exclusive of any other remedies at law or in equity, statutory or otherwise.
4. Agreement Drafting. This Agreement is the result of arm's length negotiations between the parties, both of whom have had the opportunity to consult legal counsel, and shall be construed to have been drafted by both parties such that any ambiguities in this Agreement shall not be construed against either party.
5. Construction. Words importing the singular include the plural, words importing any gender include every gender and words importing persons include entities, corporate and otherwise; and (in each case) vice versa. The section headings are for ease of reference only and shall not affect the interpretation or construction of this Agreement. Whenever the terms "including" or "include" are used in this Agreement in connection with a single item or a list of items within a particular classification (whether or not the term is followed by the phrase "but not limited to" or words of similar effect) that reference shall be interpreted to be illustrative only, and shall not be interpreted as a limitation on, or an exclusive enumeration of, the items within such classification.
6. Survival. Sections that by their nature, or to give effect to their meaning, must survive expiration or termination of this Agreement, shall survive any expiration or termination of this Agreement.
7. Governing Law. This Agreement will be governed by and interpreted in accordance with the laws of the State of Illinois, U.S.A., excluding its conflicts of laws principles. Any controversy or claim arising out of or relating to this Agreement or the existence, validity, breach or termination thereof, whether during or after the Term, will be brought in the federal or state courts having jurisdiction over Cook County, Illinois, to whose exclusive jurisdiction the parties hereby irrevocably submit for such purposes. Both parties hereby exclude the application of the Uniform Computer Information Transactions Act ("UCITA"), the United Nations Convention on the International Sale of Goods ("CISG") and any law of any jurisdiction that would apply UCITA or CISG or terms equivalent to UCITA or CISG to this Agreement.
8. Entire Agreement. This Agreement, mutually executed Orders, and any schedules, exhibits and other incorporated attachments, constitute the complete and entire statement of all terms, conditions and representations of the agreement between Konverse and Customer with respect to its subject matter and supersede all prior agreements, writings or understandings, whether oral or in writing. No terms or conditions stated in a Customer purchase order or in any other Customer order documentation shall be incorporated into, or form any part of, this Agreement, and all such terms or conditions shall be null and void.

10. Terms of Payment.

1. Konverse Billing Department. Customer may also contact Konverse via email at billing@konverse.com. Konverse encourages an open line of communication, so Customer should not hesitate to contact us for any questions or concerns you may have.
2. Credit Card Authorization. Customer shall submit credit card information and sign an authorization that will be applicable for the length of the Service Agreement. Customer's credit card will only be used in the event that (a) Customer chooses a credit card as its primary form of payment above, or (b) Customer is 45 days past due on a scheduled check or ACH transfer. Customer will be sent confirmation after any time Customer's credit card has been charged. Konverse processes all credit card and banking transfers via Bank of America. Bank of America does not store Customer's credit card information.
3. Late Payment. All charges and fees set forth in this Order ("Fees") shall be invoiced and paid in accordance with the payment schedule above. If any payment that has not been disputed by Customer in good-faith prior to the applicable due date ("Undisputed Payment") has not been received by Konverse forty-five (45) days after the date upon which it was due, then Konverse may charge Customer's authorized credit card in the overdue amount plus any credit card processing fees. If any Undisputed Payment has not been received by Konverse ninety (90) days after the date upon which it was due, then Konverse may (a) suspend Customer's access to the Service until such Undisputed Payment is received by Konverse, or (b) post a notification in the Service that the Customer's account is delinquent. All Fees will continue to apply during any Service suspension period. Customer is responsible for the payment of all collection fees and expenses, including reasonable attorney fees, relating to delinquent Undisputed Payments.

11. Data Limits.

1. Storage Fee. Konverse shall provide 100GB of initial storage and 100GB of new storage per month. If 100GB/month is surpassed, Customer shall pay a rate of \$0.05/GB/month.
2. Transfer Fee. Konverse shall provide 1TB of data transfer per month. If 1TB/month is surpassed, Customer shall pay a rate of \$0.12/GB/month.