



Master Services Agreement

This Master Services Agreement (the "Agreement") is entered into between SF2 GSW LLC, a Delaware limited liability company, d/b/a Delivery Biz Pro, its subsidiaries and affiliates having business address of 951 20th St., #450. Denver, CO 80201 U.S.A., ("Delivery Biz Pro," "we," "us," "ours" and "our") and the person or organization agreeing to these terms ("Customer," "you," or "your").

This Agreement governs Customer's access to Delivery Biz Pro's eCommerce and home and commercial delivery management services, including but not limited to its Delivery Business Pro ("DBP"), and all of our associated applications and website (the "Service"). By executing and returning to Delivery Biz Pro an Order Form (each an "Order Form"), or by clicking the check-box during the registration process or on the login screen ("I agree to the Master Services Agreement") or otherwise using the Service, you expressly agree on behalf of Customer to be bound by and comply with this Agreement.

If there is any conflict between this Agreement and any Order Form, the conflict will be resolved by giving effect first to this Agreement and secondly to the Order Form, except the Order Form will control as to the particulars of the Services to be performed. An Order Form may modify the terms of the Agreement only with respect to Services under that particular Order Form.

This Agreement is effective as of the date of the initial Order Form and shall remain in full force and effect, unless earlier terminated in accordance with its terms, until that date sixty (60) days from the termination or expiration of the last Order Form under which Services are being provided.

1. Definitions & Interpretations

1.1. "Account Administrator" means the individual(s) you appoint to manage the Service and End Users on your behalf. You agree that all Account Administrators will be your employees and regardless, you are fully responsible for and bound by any action of an Account Administrator taken on your behalf.

1.2. "Associated Software" means certain downloadable client software applications for use in connection with the Service. This Software is updated automatically and, if such Software is designed for use on a mobile device, then a compatible mobile device is required for use.

1.4. "Content" means all documents, files, electronic media, calendar dates, discussions, tasks, meetings, telephone and web conference details and whiteboards,

This document is confidential and intended solely for the use of the individual or entity receiving directly party to the contract with Delivery Biz Pro. If you have received this in error, please notify the system manager. If you are not the named contract party you should not disseminate, distribute, or copy this document. Please notify the sender immediately by email if you have received this by mistake and delete this from your system. If you are not the intended recipient you are notified that disclosing, copying, distributing, or taking any action in reliance on the contents of this information is strictly prohibited.

visual, written or audible data, information or material that is entered into, uploaded to, posted, transmitted or displayed by through the Service or any of your End Users, including, without limitation, any hyperlink, graphic, artwork, video, music, text, image, logo, document, spreadsheet, presentation, text message, form entry, web page or other data.

1.5. "Client" means the company, organization, employer, principal or other legal entity named in each Order Form and for whom Delivery Biz Pro provides the Service pursuant to this Agreement.

1.6. "Client Data" means the structured data and any files or attachments submitted to the Service by Client, as well as the account and contact information submitted to the Service by Client and Client's End Users.

1.7. "Delivery Biz Pro's Acceptable Use Policy" means the online agreement that governs the use of the Service by Client's End Users that are other than employees and agents of Client (it being understood and agreed that the use of Services by Client's employees and agents shall be governed instead by the terms of this Agreement).

1.8. "End User(s)" means any individual who has completed the user registration process or created a user account for any part of the Service. This includes any user account that Client creates or that Delivery Biz Pro creates at the direction of Client.

1.10. "Intellectual Property Rights" means all right, title, and interest in and to any copyright, database, design, logo, trademark, service mark, patent, invention, trade secret, domain name, confidential and proprietary information, know-how, technology, business name, trade name, trade dress, technical solutions, associated right to sue (past, present, and future), and any other intellectual property rights whether existing at common law, applied for, registered or unregistered and existing anywhere in the world.

1.11. "Order Form" means the Order Form entered into between Client and Delivery Biz Pro for placing orders for the Services and any addenda or amendments thereof, entered into contemporaneously with this Agreement or from time to time thereafter. Each Order Form shall be governed by and deemed to incorporate the terms and conditions contained herein, except as otherwise expressly provided in the Order Form.

1.12. "Service" means, collectively, the computer applications, interfaces, software, programs, products, services (including consulting and any other additional services) and websites provided or made available by Delivery Biz Pro and its affiliates pursuant to any Order Form.

1.13. In this Agreement, unless the context requires otherwise, any phrase introduced by the words "including", "include", "in particular", "for example" or any similar expression shall be construed as illustrative only and shall not be construed as limiting the generality of any preceding words, and references to the singular include the plural and in each case

This document is confidential and intended solely for the use of the individual or entity receiving directly party to the contract with Delivery Biz Pro. If you have received this in error, please notify the system manager. If you are not the named contract party you should not disseminate, distribute, or copy this document. Please notify the sender immediately by email if you have received this by mistake and delete this from your system. If you are not the intended recipient you are notified that disclosing, copying, distributing, or taking any action in reliance on the contents of this information is strictly prohibited.

vice versa.

1.14. The headings and subheadings in this Agreement are inserted for convenience only and shall not affect the meaning of this Agreement.

2. The Service and Associated Software

2.1. Scope and Use of Service. You and your End Users may access and use the Service in accordance with this Agreement and our Acceptable Use Policy. Any problems you experience in accessing the Service should be reported to our online support system, as described on the Order Form.

2.2. Updates/Modifications to Service. We may update or modify the Service from time to time. If, in our reasonable judgment, any such modification to the Service materially reduces the Service's functionality, we will inform Client via the email address associated with your account as soon as practicable with a target of no less than twenty (20) days prior to such change.

2.3. Availability of Service. The Service is normally available over the internet 24 hours a day, 7 days a week. We reserve the right to take measures that may affect the aforementioned accessibility when we deem necessary for technical, maintenance, operational, or security reasons. We will take reasonable commercial efforts to notify you forty-eight (48) hours in advance prior to doing of any planned maintenance periods that are expected to exceed fifteen minutes in length. We also will endeavor to carry out any planned maintenance outside of normal business hours in US time zones. Planned maintenance periods, under normal circumstances, should not exceed one in any calendar week period.

2.4. Backups. We will perform full nightly backups of Client Data, with incremental backups carried out every two (2) hours. Backups typically will be held for a thirty (30) day period.

2.5. Associated Software. All downloadable client software applications (the "Software") for use in connection with the Service, is licensed to you, and our grant of such license to you does not constitute a sale of the Software or any copy thereof, and as between you, one the one hand, and us, on the other, we retain all right, title, and interest in the Software.

2.6. Equipment; Email Administration. We assume no and disclaim all responsibility for technical support or problems arising from equipment you own or maintain or that which your End Users own or maintain, We also assume no and disclaim all responsibility for the administration of your or your End User's email addresses and email accounts.

2.7. Security. We will use industry standard technical and organizational security measures in connection with the storage, processing and transfer of Client Data that are

This document is confidential and intended solely for the use of the individual or entity receiving directly party to the contract with Delivery Biz Pro. If you have received this in error, please notify the system manager. If you are not the named contract party you should not disseminate, distribute, or copy this document. Please notify the sender immediately by email if you have received this by mistake and delete this from your system. If you are not the intended recipient you are notified that disclosing, copying, distributing, or taking any action in reliance on the contents of this information is strictly prohibited.

designed to protect the integrity of Client Data and to guard against the unauthorized or unlawful access to, use of or processing of such Client Data. We further will use reasonable efforts, consistent with standard industry practices, to ensure that the Service and Associated Software do not contain any viruses, backdoors, Trojans, or other computer code that is designed to disrupt, disable or harm the operation of the Service or Associated Software.

2.8. Links to 3rd Party Sites. The Service may contain links to third party websites that we do not own or control. These links are provided solely for convenience. We have no control over any linked third party sites, and you agree we are not responsible for the content of such sites, and that we have made no representations or warranties with respect to such sites.

3. Client Obligations.

3.1. Administration of Client's Account. You will specify one or more administrators (each an "Administrator") to manage your account. Administrators have the ability to access, monitor, use, export and disclose all content posted by End Users. You are responsible for: (i) the selection of your Administrator(s); (ii) maintaining the confidentiality of passwords and Administrator accounts; (iii) managing access to Administrator accounts; and (iv) ensuring that each Administrator's use of the Service complies with this Agreement. We cannot be responsible for, nor shall we be held liable for any actions on the part of Client's Administrator(s).

3.2. End User Conduct; Compliance. You are responsible for not only your use of the Service, but also for your End Users use of the Service and for their compliance with our Acceptable Use Policy. Client is also responsible for providing any notice and obtaining any consents and authorizations necessary: (i) to allow the Administrator to access, monitor, use and disclose the content posted by the End Users on the Service; and (ii) to allow us to provide your Administrator(s) with access to your End Users' content. The Service is not authorized for use by persons under the age of 13 and you will ensure that you do not allow any person under 13 to use the Service. You will promptly notify us if you become aware of any unauthorized access to your Client account, an End User account, or the Service. •

3.3. Restrictions. Client will not: (i) rent, sell, resell or lease the Service to any third party; or (ii) disassemble, decompile or reverse engineer the Service or attempt or assist anyone else to do so, unless such restriction is prohibited by law.

3.4. Suspension. We may request or require you to suspend the account of any End User who: (i) violates this Agreement or our Acceptable Use Policy; or (ii) is using the Service in a manner that we reasonably believes may cause a security risk, a disruption to others' use of the Service, or liability for us or any third party. If You refuse or fail to promptly suspend or terminate an End User's account when we request, we reserve the right to do so.

This document is confidential and intended solely for the use of the individual or entity receiving directly party to the contract with Delivery Biz Pro. If you have received this in error, please notify the system manager. If you are not the named contract party you should not disseminate, distribute, or copy this document. Please notify the sender immediately by email if you have received this by mistake and delete this from your system. If you are not the intended recipient you are notified that disclosing, copying, distributing, or taking any action in reliance on the contents of this information is strictly prohibited.

3.5. Access, Preservation, or Disclosure of Client Data and Content. You acknowledge, consent, and agree that we may access, preserve and disclose Client Data and Content if and solely to the extent required to do so by law or in good faith belief that such access, preservation, or disclosure is reasonably necessary to:

- 3.5.1. respond to Client's requests for service;
- 3.5.2. comply with valid legal process;
- 3.5.3. enforce this Agreement;
- 3.5.4. respond to claims that Client's Content violates the rights of third parties;
or
- 3.5.5. protect your or our rights, property, or personal safety or those of your End Users, or the public.

Where we are required to access and disclose your account information and Content, we will use commercially reasonable efforts, to the extent we can do so, to give you as much notice of this disclosure as possible, and will work with you, at your cost, to protect all of your Client Data.

3.6. Notification of Unauthorized Use. You agree to notify us immediately of any unauthorized use of your account, the login credentials of any of your End Users, or any other breach of security. You may be held liable for losses incurred by us or any of your End Users due to unauthorized use of the Service.

3.7. Authorization to Use Service. You represent that you are authorized to use the Service under the laws of the geographical jurisdictions in which you and your End Users are located.

3.8. Conduct and Compliance with Applicable Laws. You shall be responsible for all activities, communications and transactions that you and your employees and agents conduct through use of the Service and yours and their compliance with applicable national, federal, state and local laws.

3.9. Client's Use of Third Party Services. We do not warrant or support any third party service (e.g., a service that utilizes any Application Program Interface (API) we provide in connection with your use of the Service) and we will not be responsible for any act or omission on the part of such third party or its service.

4. Intellectual Property Rights.

4.1. Limited License to Use Client Content. You grant to us a limited, non-exclusive and non-transferable (except in connection with the sale or transfer of its business) license to access, use, copy, reproduce, process, adapt, publish, transmit and display all Content submitted to the Service by the End Users (the "Client Content") for the limited purpose of (i) providing the Service and associated Client support; (ii) displaying the Client Content to the End Users; and (iii) analyzing and improving the Service.

This document is confidential and intended solely for the use of the individual or entity receiving directly party to the contract with Delivery Biz Pro. If you have received this in error, please notify the system manager. If you are not the named contract party you should not disseminate, distribute, or copy this document. Please notify the sender immediately by email if you have received this by mistake and delete this from your system. If you are not the intended recipient you are notified that disclosing, copying, distributing, or taking any action in reliance on the contents of this information is strictly prohibited.

4.2. **Reservation of Rights.** Except as expressly set forth herein, this Agreement does not (i) grant us any rights or interest in or to the Client Content or any Client Intellectual Property Rights; or (ii) grant Client any rights or interest in or to the Service or any Intellectual Property Rights that belong to us. For purposes hereof, the term "Intellectual Property" shall mean any current or future worldwide rights under any patent, copyright, trademark, or trade secret; any moral rights or any similar rights.

4.3. **Use of Client Suggestions.** We may incorporate into the Service any suggestions or feedback that you provide to us without any obligation to you. You grant us an irrevocable, royalty-free, unrestricted license to use those suggestions and feedback and any such modifications to the Service based on the suggestions or feedback shall be our sole and exclusive property. We may also share and publish aggregate, anonymized data about the use of Delivery Biz Pro Service by Delivery Biz Pro Clients.

4.4. **Client List Inclusion.** You authorize us to use your name in a list of our Clients online and in print and electronic marketing materials.

5. Fees and Payment.

5.1. **Fees.** You will pay the Fees associated with the applicable Service as described on the Order Form.

5.2. **Non-Refundable.** Fees are non-refundable except as required by law or as explicitly set forth herein.

5.3. **Due Date; Payment Type; Authorization.** You will pay all applicable fees when due and such fees are required to be paid via credit card or other electronic means. You authorize us to charge such fees using the primary or backup payment method that you select.

5.4. **Renewal.** Client accounts are set to auto-renew and we may automatically charge you and you will pay for such renewal on or after the renewal date associated with your account unless you have cancelled the Service in accordance with the Term, Renewal, and Termination provisions of this Agreement.

5.5. **Rate Changes.** We may revise fee rates for the Service from time to time and will provide Client's designated administrator(s) with email notice of any changes in fees at least thirty (30) days prior to the date the revised fees are scheduled to take effect.

5.6. **Overdue Accounts.** You are responsible for providing complete and accurate billing information to us. If any amount you owe to us is ten (10) or more days overdue, we may and you authorize us, without limiting our other rights and remedies, to suspend your account and your End Users' access to the Service until such amounts owing are paid in full.

This document is confidential and intended solely for the use of the individual or entity receiving directly party to the contract with Delivery Biz Pro. If you have received this in error, please notify the system manager. If you are not the named contract party you should not disseminate, distribute, or copy this document. Please notify the sender immediately by email if you have received this by mistake and delete this from your system. If you are not the intended recipient you are notified that disclosing, copying, distributing, or taking any action in reliance on the contents of this information is strictly prohibited.

5.7. **Finance Fee.** We may charge you a finance fee of the lower of 15% per month or the highest rate permitted under applicable law on any overdue balance on your account until paid in full.

5.8. **Taxes.** You are responsible for all taxes (excluding taxes on our net income) and we will charge tax when required to do so by law.

6. Term, Renewal, and Termination.

This Agreement will remain in effect until you terminate your subscription to the Service or until this Agreement is otherwise terminated as provided for herein.

6.1. **Initial Term.** The Initial Term is as described in the Order Form.

6.2. **Renewal Terms.** Upon expiration of the Initial Term and each Renewal Term afterwards, this Agreement will renew for successive terms of one year (each, a "Renewal Term") unless you notify Delivery Biz Pro in writing of your intent not to renew this Agreement at least 90 days prior to the expiration of the Initial Term or then-current Renewal Term. Any such Renewal Term will be on the terms and conditions of this Agreement unless otherwise agreed in writing.

6.3. **Fees Upon Renewal.** Upon the commencement of each Renewal Term, Delivery Biz Pro, in its sole and absolute discretion, may increase the Subscription, Additional Services, and Custom Website Design Fees by an amount not to exceed the greater of 5% or the increase in Delivery Biz Pro's actual costs. Delivery Biz Pro will provide notice of any such Fee increase in writing at least 30 days prior to the commencement of the Renewal Term.

6.4. **Termination For Cause.** In addition, either party may terminate this Agreement if: (a) the other party is in material breach and fails to cure such breach within twenty (20) days following receipt of written notice from the non-breaching party; (b) the other party ceases its business operations or becomes subject to insolvency proceedings and the proceedings are not dismissed within 90 days; and (c) we can terminate this Agreement on twenty (20) days' notice if we are no longer in the business of providing the Services.

6.5. **Early Termination.** If you terminate this Agreement not in accordance with the above provisions of this Section 6, you will be liable to Delivery Biz Pro for any amounts outstanding plus the Fees for the remainder of the then current Term.

6.6. **Rights Upon Termination.** In the event that this Agreement is terminated, (i) the rights granted to you pursuant to this Agreement (except as specifically set forth in this section) will cease immediately; and (ii) any premium features provided to you will cease to be provided. Immediately upon this Agreement being terminated the Client must return any material in its possession belonging to Delivery Biz Pro to Delivery Biz Pro. The

This document is confidential and intended solely for the use of the individual or entity receiving directly party to the contract with Delivery Biz Pro. If you have received this in error, please notify the system manager. If you are not the named contract party you should not disseminate, distribute, or copy this document. Please notify the sender immediately by email if you have received this by mistake and delete this from your system. If you are not the intended recipient you are notified that disclosing, copying, distributing, or taking any action in reliance on the contents of this information is strictly prohibited.

following sections will survive expiration or termination of this Agreement: Sections 4.1.2 and 4.1.3, 6-9, and 12.

7. Confidentiality.

7.1. Confidentiality. During the course of their performance under this Agreement, each party may make available to the other party information that is not generally known to the public and at time of disclosure is either identified as, or should reasonably be understood by the receiving party to be, proprietary or confidential (the "Confidential Information"). Confidential Information shall include, but shall not be limited to: business plans, strategies, forecasts, projects and analyses; financial information and fee structures; business processes, methods and models; employee, Client and supplier information; sales and marketing information. With respect to the Client, Confidential Information also includes the Client Content.

7.2. Obligations. Except as otherwise expressly permitted under this Services Agreement, with the express prior written consent of the disclosing party, or as required by law, the receiving party will not disclose, transmit or otherwise disseminate to a third party any Confidential Information of the disclosing party. The receiving party will use the same care and discretion with respect to the Confidential Information received from the disclosing party as it uses with its own similar information, but in no event less than a reasonable degree of care. You authorize us to disclose Client Confidential Information to our employees, consultants, agents or advisors who have a strict need to know such Confidential Information solely for the purpose of performing our obligations under this Agreement and only to those who are obligated to maintain the confidentiality of such Confidential Information upon terms consistent with those contained in this Agreement. You may disclose our Confidential Information to your employees, consultants, agents or advisors who have a strict need to know such Confidential Information and are obligated to maintain the confidentiality of such Confidential Information upon terms consistent with those contained in this Agreement.

7.3. Exclusions. The obligations set forth in Section 7.2 above shall not apply to any Confidential Information that the receiving party can demonstrate: (i) the receiving party possessed, without any obligation of confidentiality, prior to disclosure by the disclosing party; (ii) is or becomes publicly available without breach of this Agreement by the receiving party; (iii) is or was independently developed by the receiving party without the use of any Confidential Information of the disclosing party; or (iv) is or was received by the receiving party from a third party that does not have an obligation of confidentiality to the disclosing party or its affiliates. Either party may disclose the terms of this Agreement to potential parties to an acquisition or similar transaction to facilitate due diligence and closing of the transaction, provided that potential party is subject to written non-disclosure obligations and limitations on use only for the prospected transaction. The receiving party

This document is confidential and intended solely for the use of the individual or entity receiving directly party to the contract with Delivery Biz Pro. If you have received this in error, please notify the system manager. If you are not the named contract party you should not disseminate, distribute, or copy this document. Please notify the sender immediately by email if you have received this by mistake and delete this from your system. If you are not the intended recipient you are notified that disclosing, copying, distributing, or taking any action in reliance on the contents of this information is strictly prohibited.

may disclose Confidential Information of the disclosing party if legally required to do so in connection with any legal or regulatory proceeding, provided, however, that in such event the receiving party will, if lawfully permitted to do so, notify the disclosing party within a reasonable time prior to disclosure so as to allow the disclosing party an opportunity to seek appropriate protective measures and cooperate with the disclosing party to protect the disclosing party's Confidential Information.

8. Indemnification.

8.1. By Client. Client hereby agrees to indemnify us, defend us and hold us harmless, and to do the same for our parent and affiliated companies, licensees and licensors, and their respective shareholders, employees, contractors, agents, officers and directors (together, the "Delivery Biz Pro Indemnified Parties"), from and against any and all liabilities, damages, obligations, losses, costs and expenses (including but not limited to reasonable attorney's fees) (together, the "Losses") arising from or as a result of any claim by a third party against us or the Delivery Biz Pro Indemnified Parties regarding: (i) your use of or access to the Service or that of your End Users in violation of this Agreement or our Acceptable Use Policy; or (ii) any data or Client Content transmitted or received through your account.

8.2. By Us. We hereby agree to indemnify you, defend you and hold you harmless and to do the same for your shareholders, employees, contractors, agents, officers and directors (together the "Client Indemnified Parties"), from and against any and all Losses arising from or as a result of any claim by a third party against you or the Client Indemnified Parties to the extent based on an allegation that the Service or the technology we license to you to provide the Service infringes or misappropriates any copyright, trade secret, U.S. patent, or trademark right of the third party. In no event will we have any obligations or liability under this section arising from: (i) use of the Service in a modified form or in combination with materials that we did not supply to you; (ii) use of any third party app developed using our API; or (iii) any content, information, or data provided by Client, End Users, or other third parties. THIS INDEMNITY IS CLIENT'S ONLY REMEDY UNDER THIS SUBSCRIPTION AGREEMENT FOR ANY VIOLATION BY US OF ANY THIRD PARTY'S INTELLECTUAL PROPERTY RIGHTS AND OUR SOLE AND EXCLUSIVE LIABILITY FOR THE VIOLATION.

8.3. Infringement Claims. If the Service becomes, or in our reasonable judgment is likely to become, the subject of a claim of infringement, then we may: (i) obtain the right, at our expense, for you to continue using the Service; (ii) provide a non-infringing functionally equivalent replacement; (iii) modify the Service so that it is no longer infringing. If we, in its sole and reasonable judgment, determine that none of the above options are commercially reasonable, then we may suspend or terminate Client's use of the Service and provide Client with a pro rata refund of prepaid fees.

This document is confidential and intended solely for the use of the individual or entity receiving directly party to the contract with Delivery Biz Pro. If you have received this in error, please notify the system manager. If you are not the named contract party you should not disseminate, distribute, or copy this document. Please notify the sender immediately by email if you have received this by mistake and delete this from your system. If you are not the intended recipient you are notified that disclosing, copying, distributing, or taking any action in reliance on the contents of this information is strictly prohibited.

8.4. Process. The party seeking indemnification will provide prompt notice concerning the existence of an indemnifiable claim and cooperate fully with the indemnifying party in defending the claim. Failure to give prompt notice shall not constitute a waiver of a party's right to indemnification and shall affect the indemnifying party's obligations hereunder only to the extent that the indemnifying party's rights are materially prejudiced by such failure or delay. The indemnifying party will have full control and authority over the defense of any claim; provided, however, that: (i) the indemnified party may join in the defense at its own expense using counsel of its choice; and (ii) any settlement requiring the party seeking indemnification to admit liability or make any financial payment will require such party's prior written consent, not to be unreasonably withheld or delayed.

9. Limitation of Liability.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, EXCEPT IN CONNECTION WITH THEIR RESPECTIVE INDEMNIFICATION OBLIGATIONS AND BREACHES OF CONFIDENTIALITY HEREUNDER, IN NO EVENT SHALL EITHER PARTY OR THEIR RESPECTIVE AFFILIATES, AGENTS, DIRECTORS, EMPLOYEES OR SUPPLIERS BE LIABLE UNDER THIS SUBSCRIPTION AGREEMENT FOR (I) ANY INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES; OR (II) LOSS OF USE, DATA, BUSINESS REVENUES, PROFITS (IN EACH CASE WHETHER DIRECT OR INDIRECT), GOODWILL, OR OTHER INTANGIBLE LOSSES. UNDER NO CIRCUMSTANCES WILL WE BE RESPONSIBLE FOR ANY DAMAGE, LOSS OR INJURY RESULTING FROM HACKING, TAMPERING OR OTHER UNAUTHORIZED ACCESS OR USE OF THE SERVICE OR CLIENT'S ACCOUNT OR THE INFORMATION CONTAINED THEREIN BY ANY THIRD PARTY. THESE LIMITATIONS OF LIABILITY SHALL APPLY REGARDLESS OF WHETHER A PARTY KNEW OR SHOULD HAVE KNOWN THAT SUCH DAMAGES WERE POSSIBLE AND EVEN IF A REMEDY FAILS OF ITS ESSENTIAL PURPOSE. EXCEPT IN CONNECTION WITH ITS INDEMNIFICATION OBLIGATIONS HEREUNDER, IN NO EVENT SHALL WE BE LIABLE TO YOU FOR ANY CLAIMS, PROCEEDINGS, LIABILITIES, OBLIGATIONS, DAMAGES, LOSSES OR COSTS IN AN AMOUNT EXCEEDING THE AMOUNT YOU PAID TO US FOR THE SERVICES DURING THE TWELVE (12) MONTHS PRIOR TO THE EVENT GIVING RISE TO LIABILITY.

10. Hosting of the Service; Export Restrictions.

The Service is hosted from facilities in the United States, Australia and Ireland. We makes no representations that the Service is appropriate or available for use in other locations. Clients who access or use the Service from other jurisdictions (or who allow their End Users to do so) do so of their own volition and are responsible for compliance with all applicable United States and local laws and regulations, including but not limited to export and import regulations. If you are located outside of the United States, you agree that we may transfer, store and process all Client Content in locations other than the country where you provided the Client Content to us. The export and re-export of

This document is confidential and intended solely for the use of the individual or entity receiving directly party to the contract with Delivery Biz Pro. If you have received this in error, please notify the system manager. If you are not the named contract party you should not disseminate, distribute, or copy this document. Please notify the sender immediately by email if you have received this by mistake and delete this from your system. If you are not the intended recipient you are notified that disclosing, copying, distributing, or taking any action in reliance on the contents of this information is strictly prohibited.

Content via the Service may be controlled by the United States Export Administration Regulations or other applicable export restrictions or embargo.

The Service may not be used in any country that is subject to an embargo by the United States and Client may not use the Service in violation of any export restriction or embargo by the United States or any other applicable jurisdiction. In addition, Client must ensure that the Service is not made available for use by persons or entities blocked or denied by the United States government.

11. Copyright.

We will not knowingly publish content in violation of the Digital Millennium Copyright Act (DMCA). If you believe that we have displayed, reproduced, printed or otherwise distributed content through the Service, in violation of any third party copyright, please notify us in writing. Send your notice to SF2 GSW LLC, 951 20th St., #450. Denver, CO 80201 U.S.A., attention: Legal Department, and include the following:

- electronic or physical signature of a person authorized to act for the copyright owner
- description of the copyrighted work
- description of where the infringing content is located on this website
- your office or home address, telephone number and email address
- a statement of good faith belief that the use of the work is not permitted by the copyright owner, and
- a statement under penalty of perjury that the above is true and you are authorized to act for the owner.

You acknowledge that if you fail to comply with all the requirements of this Section, your DMCA notice may not be valid.

12. Non Solicitation.

Unless agreed in writing by Delivery Biz Pro, the Client must not solicit or recruit, nor cause to be solicited or recruited as an employee or independent contractor, any Delivery Biz Pro employee or contractor during the term of this Agreement and for a period of twelve (12) months thereafter.

13. Miscellaneous.

13.1 Modifications. We reserve the right to revise this Agreement from time to time by posting the modified version on its website; provided, however, that no such modification shall include a reduction in your rights or our obligations unless affirmatively agreed to by Client in writing, in advance. If, in our sole and reasonable discretion, the modifications being proposed are material, we will endeavor to notify Clients of such proposed modifications via email to the email address associated with each Client's account. By continuing to access or use the Service after the posted effective date of modifications to this Agreement that do not include a reduction in Client's rights or Delivery Biz Pro's obligations hereunder, Client agrees to be bound by such modifications.

This document is confidential and intended solely for the use of the individual or entity receiving directly party to the contract with Delivery Biz Pro. If you have received this in error, please notify the system manager. If you are not the named contract party you should not disseminate, distribute, or copy this document. Please notify the sender immediately by email if you have received this by mistake and delete this from your system. If you are not the intended recipient you are notified that disclosing, copying, distributing, or taking any action in reliance on the contents of this information is strictly prohibited.

13.2 Governing Law; Dispute Resolution. This Agreement and all Order Forms under this Agreement will be governed by the laws of the State of Colorado without regard to its conflict of laws provisions. The application of the United Nations Convention on Contracts for the International Sale of Goods is expressly excluded. Claims relating to this Agreement or the Service will be resolved through final and binding arbitration, except as set forth below. The American Arbitration Association (AAA) will administer the arbitration under its Commercial Arbitration Rules and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. Arbitration will be held in Denver, Colorado. Notwithstanding these arbitration provisions, either party may bring suit in the federal or state courts located in the City and County of Denver, Colorado solely for injunctive relief to stop unauthorized use or abuse of the Services, protect Confidential Information or prevent infringement of Intellectual Property Rights and both you and we agree to personal jurisdiction there and neither will dispute jurisdiction on the basis that the forum is inconvenient. All disputes will be resolved on an individual basis and Client may not bring a claim in a class, consolidated or representative action. Class arbitrations, class actions, private attorney general actions, and consolidations with other arbitrators are not allowed under this Agreement.

13.3 Relationship of the Parties. Independent Contractors; No Third Party Beneficiaries. The parties are independent contractors with respect to each other, and neither shall be deemed an employee, agent, partner or legal representative of the other for any purpose or shall have any authority to create any obligation on behalf of the other. No third-party beneficiary rights are granted as a result of or pursuant to this Agreement.

13.4 Force Majeure. Except for payment obligations, neither you nor we will be liable for inadequate performance to the extent caused by a condition that is beyond the party's reasonable control, including but not limited to natural disaster, civil disturbance, acts of terrorism or war, labor conditions, governmental actions and interruption or failure of the Internet or any utility service.

13.5 Assignment. Neither this Agreement nor any of the rights and licenses granted hereunder, may be transferred or assigned by either party without the other party's express written consent; provided, however, that either party may assign this Agreement without the other party's consent to an affiliate or in connection with a merger, acquisition, corporate reorganization or sale of all or substantially all of our assets. Any other attempt to transfer or assign this Agreement will be null and void.

13.6 Entire Agreement. This Agreement, together with any Order Form associated herewith, constitutes the entire agreement of the parties concerning the subject matter hereof and supersedes and replaces any prior or contemporaneous understandings and agreements, whether written or oral, with respect to the subject matter hereof. If a court of competent jurisdiction deems any provision of this Agreement invalid, the invalidity of such provision shall not affect the validity of the remaining provisions hereof, which shall remain in full force and effect.

This document is confidential and intended solely for the use of the individual or entity receiving directly party to the contract with Delivery Biz Pro. If you have received this in error, please notify the system manager. If you are not the named contract party you should not disseminate, distribute, or copy this document. Please notify the sender immediately by email if you have received this by mistake and delete this from your system. If you are not the intended recipient you are notified that disclosing, copying, distributing, or taking any action in reliance on the contents of this information is strictly prohibited.

13.7 No Waiver. No waiver of any term of this Agreement shall be deemed a further or continuing waiver of such term or any other term, and a party's failure to assert any right or provision under this Agreement shall not constitute a waiver of such right or provision.

14. Prohibition on Competitive Access

The Client agrees not to grant access to DBP's services or platform (the "Platform") to any third parties, contractors, or employees who are affiliated with or employed by any competitor of DBP (hereinafter referred to as "DBP Competitors"), except with the express prior written consent of DBP. DBP Competitors are strictly prohibited from accessing the Platform without such written consent.

A violation of this provision, including granting access to any individual or entity that is a DBP Competitor without obtaining prior written consent, shall be considered a material breach of this Agreement. Such breach shall be deemed a willful infringement of DBP's intellectual property rights, entitling DBP to terminate the service immediately and seek all available legal remedies.

In the event of such breach, the Client acknowledges that they may be liable for any indirect or consequential damages resulting from the unauthorized access, including but not limited to the loss of DBP's corporate equity value, any reputational harm, and any costs incurred by DBP in enforcing its intellectual property rights, including legal fees and expenses.

Furthermore, the Client agrees to indemnify and hold DBP harmless from any claims, losses, or damages arising from such breach, including any legal actions taken by DBP Competitors as a result of the breach."

This document is confidential and intended solely for the use of the individual or entity receiving directly party to the contract with Delivery Biz Pro. If you have received this in error, please notify the system manager. If you are not the named contract party you should not disseminate, distribute, or copy this document. Please notify the sender immediately by email if you have received this by mistake and delete this from your system. If you are not the intended recipient you are notified that disclosing, copying, distributing, or taking any action in reliance on the contents of this information is strictly prohibited.