MASTER SERVICES AGREEMENT

This **MASTER SERVICES AGREEMENT** (the "**MSA**") comprised of the Order (as defined below) together with the terms and conditions set forth herein between Spectrio LLC ("**Spectrio**"), a Delaware limited liability company headquartered at 7624 Bald Cypress Pl, Tampa, FL 33614 and the party identified in the ordering document, addendum or statement of work ("**Order**") known or identified as ("**Client**") as executed by such Client for the Client premises as set forth on such Order (the "**Spectrio Services**"). Each of Spectrio and Client is a ("**Party**") and are, collectively, the ("**Parties**"). Client has accepted the terms and conditions of this MSA by executing an Order that references this MSA. The MSA is the complete understanding between the Parties on the subject matter of Spectrio Services. This MSA was last updated on April 1, 2024, and is effective between Client and Spectrio as of the effective date set forth on the applicable Order ("Effective Date") and Client agrees to the terms of this MSA by executing an Order that references this MSA.

SPECTRIO SERVICES – TERMS AND CONDITIONS APPLICABLE TO SOFTWARE

S1. Software. Spectrio will make available the Spectrio Services identified on the Order as a license or subscription ("**Software**"). Software may be provided to Client as a subscription or software as a service to one or more of the Spectrio Services such as Enplug®, EngagePHD®, ABN INSPIRE! ®, or GRRID, of which will be identified accordingly on the respective Order. Software shall also mean any complete or partial new releases, updates, customizations, modifications (whether through source code or metadata), enhancements or derivative works developed by Spectrio whether for Client or for the public. In consideration of the payment by Client of the Fees set forth on the Order, and subject to Client's compliance with the terms and conditions set forth in this MSA, Spectrio hereby grants Client a limited, non-exclusive, non-transferable, non-assignable right to use the Spectrio Services subject to all the terms and conditions of this MSA. All rights not expressly granted to Client are reserved by Spectrio and its licensors.

S2. Limitations on Use of Software. All rights not expressly granted to Client are reserved by Spectrio and its licensors. Client shall not: (i) use (including making any copies of) the Software beyond the scope of the license granted herein; (ii) make use of the Software on more than one computer at a time, without prior purchases of additional licenses; (iii) rent, lease, lend, sell, resell, sublicense, transfer, assign, share, publish, distribute, commercially exploit or make available the Software in any manner whatsoever, to any other third party; (iv) modify, adapt, translate, create derivative works or improvements based upon any part of the Software other than what may be used in accordance with this MSA; (v) reverse engineer, decompile, disassemble, copy, create derivative works, publish, post or otherwise modify the Software, or any part thereof, nor attempt to locate or obtain its source code or metadata; (vi) alter or remove any trademark, copyright or other proprietary notice of Spectrio contained within the Software; (vii) use the Software for purposes of competitive analysis of the Software, the development of a competing software product or service or any other purpose that is to Spectrio's commercial disadvantage; (viii) build or create a competitive software product or service using similar ideas, features, functions or graphics of the Software or copy any such ideas, features, functions or graphics of the Software; (ix) combine the Software or any part thereof with, or incorporate the Software or any part thereof, in any other software or programs; (x) use the Software in violation of any foreign, federal, state or local law, regulation or rule; or, (xi) make use of the Software in any manner not stipulated within this MSA or the documentation accompanying the Software. Additionally, Client agrees not to use the Software to stream or show Content that is defamatory, obscene, indecent, violently graphic, or discriminatory against any class of persons. For purposes of this MSA, "**Content**" means the audio and visual information, graphics, text, images, music, software and documents made available in the course of using the Software.

S3. Delivery of Software. Spectrio shall provide to the Client an executable copy of the Software licensed under this MSA. Spectrio shall arrange for shipment via applicable media or carrier to the Client Premises set forth on the applicable Order.

S4. Installation of Software. Responsibility for installation of the Software shall be as agreed by the Parties in writing or as specified in an applicable product description. Installation by Spectrio shall be at the rate(s) set forth on the applicable Order.

S5. Software Warranty. Spectrio warrants that during the Term the Software will function materially in accordance with the Spectrio provided documentation and, if applicable, make commercially reasonable efforts to provide availability or uptime 99% of the time based on 24 hours a day, seven days per week measurement, subject to Spectrio scheduled maintenance or scheduled downtime from the date that Software is first delivered to the Client. If it is reported to Spectrio that the Software contains intrinsic errors or material defects, Spectrio shall use every commercially reasonable effort to remedy such Software errors and material defects by way of error correction or avoidance action, provided such report is within thirty (30) days after its discovery by Client. Client shall utilize Software Support (Section SS1.) to report such claims or request for service under this Section S5. Client acknowledges that any such error correction or avoidance action shall be delivered to Client by remote access or as is appropriate under the circumstances, to mutually agreeable location(s). Due to the nature of Software, no guarantee is given of uninterrupted or error free running or that all errors will be rectified by error correction or avoidance action. Spectrio's performance under this Section S5 is Client's exclusive remedy for the Software warranty provided herein. The Software warranty does not include error correction or avoidance action due to: (i) unauthorized use of Software; (ii) the use of the Software in combination with equipment or software that do not meet Spectrio's prior approval; (iii) the use of Software in combination with services not supplied by Spectrio or Spectrio's authorized representatives; (iv) the use of the Software in a manner other than in accordance with its product description and the terms of this MSA; (v) modifications to the Software made by persons other than Spectrio; (vi) third party materials or software contained in the Software; or (vii) design or specifications provided by the Client.

S6. Proprietary Rights. The Software is proprietary to Spectrio. All applicable common law and statutory rights in the Software, including, but not limited to, rights in confidential and trade secret material, object code, source code, trademarks, service marks, patents, and copyrights, shall be and will remain the sole property of Spectrio. To the extent the Software contains or includes third party software, the foregoing is subject to the rights of Spectrio's licensors.

S7. License Termination. Notwithstanding any language to the contrary, Spectrio may suspend or terminate the Software license or Client's access thereto, at Spectrio's sole discretion, in the event of a breach by Client of its obligations under the MSA. Within five (5) days of termination of the Software license, Client will, as Spectrio directs, return or destroy the Software and all copies, forms and parts thereof and will certify to Spectrio in writing that such action has been taken.

S8. Confidential Information; Trade Secrets. Client acknowledges that the Software shall be deemed Spectrio's Confidential Information (defined below) and may contain Spectrio's trade secrets. Client must not disclose or make available the Software or any part thereof to any other person, in any form, except in confidence and to facilitate Client's use. Client agrees that it shall not decompile, disassemble or reverse engineer the object code of the Software.

S9. General Terms. The provisions of Spectrio's MSA general terms and conditions are applicable to the Software.

SPECTRIO SERVICES – TERMS AND CONDITIONS APPLICABLE TO SOFTWARE SUPPORT

SS1. Software Support. In consideration of Client's payment of Fees (defined below) set forth on the applicable Order, Spectrio shall provide Client with support for the applicable Software subject to the terms and conditions of this MSA ("**Software Support**"). Software Support shall be provided via email, telephone, or remote access to Client's system. Spectrio provides technical support Monday- Friday during the hours of 8:00 a.m. to 6:00 p.m. Eastern, state and federal holidays excluded ("**Live Support Window**"). Spectrio's support line ("**Support Line**") will be operated by staff ("**Line Support Staff**") trained in providing general support for the operation of the delivery of the Spectrio Services. Client shall make such telephone, email, or remote access available to Spectrio

at Client's sole cost and expense. Calls received outside the Live Support Window will be answered by an answering service and returned within 24 hours of the first business day following receipt of a call by the Live Support Window; emails will be returned within 24 hours of the first business day following receipt of the email. During Live Support Window, Spectrio shall use every commercially reasonable effort to remedy any Client reported Software incidents or intrinsic errors which are confirmed by Spectrio. Such remedy shall be in the form of error correction or avoidance action. Any other on-site support performed by Spectrio at Client's request shall be at Spectrio's then-current professional services rates, charged on a portal-to-portal basis, and any travel costs connected with such on-site support shall be charged to Client. Client understands and acknowledges that due to the nature of software, no guarantee is given of uninterrupted or error free running or that all errors will be rectified by error correction or avoidance action. Software Support shall include: (a) corrections; (b) periodic updates which Spectrio may, in its sole discretion, elect to issue as part of Software Support made available to the general customer base of Spectrio; (c) remote assistance with installation of corrections and updates made available to the general customer base of Spectrio; (d) preventive maintenance consisting of general systems level fixes; (e) remote assistance with execution problem resolution; and, (f) providing incident reporting and action follow-up.

SS2. Software Support Exclusions. The following will be excluded from Software Support: (a) upgrades; new releases; enhancements; installation; custom or content programming; training; data recovery services; or equipment and related supplies; (b) error correction, fixes or support necessitated as a result of service rendered by persons other than Spectrio, use of the Software in combination with unauthorized equipment or software, or use of the Software in a manner other than in accordance with its product description; and (c) Software or Software Support which has been discontinued pursuant to Section SS6 below.

SS3. Software Support Commencement. Software Support shall commence on the date immediately following the expiration of any Software warranty or the commencement date indicated on the applicable Order. The term of Software Support shall coincide with the applicable Order for such Software.

SS4. Additional Charges. Shipping charges associated with providing any corrections or updates, charges for any media, training materials, activation or reactivation and related documentation will be charged to Client. If Spectrio performs services which are not covered by Software Support (including without limitation services connected with the Software Support Exclusions set forth in SS2 above), Client shall pay for such services at Spectrio's then current rates, unless otherwise agreed in writing by the authorized representatives of the Parties.

SS5. Client Obligations. In order for Spectrio to perform its Software Support obligations, Client, in addition to any other obligations set forth in this MSA, is required and agrees to do the following: (a) install all corrections and updates issued by Spectrio for a specific release of Software; (b) provide all reasonable assistance as requested by Spectrio to resolve the reported Software incident or intrinsic error successfully that shall include, without limitation, taking reasonable actions to document or record the form, nature, apparent cause or symptoms of the Software incident or intrinsic error; and designating a technically qualified point of contact from Client's organization to interface with Spectrio; (c) ensure that only adequately trained and authorized personnel are allowed to operate the Software and the equipment upon which the Software is installed; (d) make reasonable determination that the cause of the incident is attributable to the Software; and (e) Client shall validate that the equipment is connected to an uninterrupted power source and a live-broadband internet connection capable of receiving transmissions from Spectrio 24 x 7 x 365.

SS6. Discontinuance of Software Support. Spectrio shall have the right to discontinue Software Support if support for specific products and/or release of the Software is generally withdrawn, so long as Spectrio provides Client with at least six (6) months prior written notice or if a third party software provider to Spectrio withdraws support of such Software which is utilized by Spectrio in providing such Software or Software Support, in such case, Spectrio will provide Client with written notice consistent with the notice issued by such third party provider.

SS7. General Terms. The provisions of Spectrio's MSA general terms and conditions are applicable to the Software Support.

SPECTRIO SERVICES – TERMS AND CONDITIONS APPLICABLE TO LICENSED MUSIC

SM1. Music Programming. Subject to Client's election of "Overhead Music" or GRRID as the Spectrio Services on the applicable Order, Spectrio will provide Client with pre-programmed channels of advertising-free music in a variety of genres ("**Music Programming**"). Client will not transmit the Spectrio Services outside of, amplify any audio elements of the Spectrio Services so that they are audible outside of, or use the Spectrio Services outside of, the Client Premises.

SM2. Third Party Beneficiaries. Client acknowledges and agrees that the licensors of the musical works and sound recordings provided as part of the Music Programming, and any identifying or associated materials thereof, including, but not limited to, album artwork (collectively, the "**Licensed Music**") pursuant to the MSA (e.g., record labels, music publishers, and performing rights organizations) (collectively, the "**Third Party Beneficiaries**"), are intended third-party beneficiaries of this MSA and are entitled to rely upon all rights, representations, warranties, and covenants made by Client herein to the same extent as if the Third Party Beneficiaries were Spectrio hereunder.

SM3. Rights Clearance. Spectrio will be solely responsible for fees due copyright owners of musical works, or their respective agents (e.g., ASCAP, BMI and SESAC), for the public performance of musical works embodied in Music Programming from equipment in Client Premises solely as part of the Spectrio Services. **CLIENT WILL BE SOLELY RESPONSIBLE FOR PAYING ANY PERFORMANCE ROYALTIES THAT MAY BE DUE FOR THE PUBLIC PERFORMANCE OF MUSICAL WORKS OR SOUND RECORDINGS WITHIN OR TO CLIENT PREMISES MADE BY ANY OTHER MEANS, INCLUDING, BUT NOT LIMITED TO, VIA LIVE MUSIC, ON-PREMISES DJs, PERSONAL MP3 PLAYERS (E.G., IPODS) OR OTHER NON-EQUIPMENT, AND, IN THE CASE OF SOUND RECORDINGS, AS PART OF AN INTERACTIVE SERVICE.**

SM4. Musical Works Performance Rights Fees. To cover all fees payable for the public performance of musical works embodied in sound recordings (e.g., the fees to be paid to ASCAP, BMI, and SESAC) as provided solely by Spectrio for the Services through the Equipment ("PRO Fees"), a periodic service fee is included with monthly fees. Notwithstanding the foregoing, if the PRO Fees for ASCAP or BMI, or other licensing organizations are increased at any time during the Initial Term or any Renewal Terms, either by voluntary agreement or determinations by the so-called ASCAP and BMI rate courts sitting in the Federal District Court for the Southern District of New York, then Spectrio may pass through such incremental increases to Spectrio without markup on thirty (30) days' prior written notice.

SM5. Integrity of Content. Client is not permitted to record, modify, edit, reproduce, transmit, retransmit, remix, alter, repurpose, or otherwise perform any Licensed Music included as part of the Spectrio Services, whether through the Equipment (defined below) or otherwise, in whole or in part, without the prior written consent of Spectrio, which consent may be withheld for any reason or for no reason. The unauthorized reproduction or distribution of the Licensed Music is expressly prohibited and is a violation of law. Client will also not insert into any of the Spectrio Services delivered via the Equipment any content (e.g., audio advertisements) not authorized in writing by Spectrio. Client acknowledges that the Spectrio Services and the sequence in which Licensed Music is performed as part of the Spectrio Services is proprietary information of Spectrio (and is determined at Spectrio's discretion) and will not be recorded, codified in writing or any fixed media or medium, or disclosed to any third party other than through a third party's ability to hear such Licensed Music by being present in Client Premises. Client will protect all copyright owners' rights in the Licensed Music and such copyright holders reserve all rights in the Licensed Music that are not granted to Client under this MSA.

SM6. Prohibited Uses and Restrictions. Nothing in this MSA authorizes Client to use the Licensed Music except as expressly set forth herein. The Spectrio Services may only be made available through Equipment or Spectrio-approved equipment and only within Client Premises or the immediately surrounding vicinity (e.g., a deck or patio attached to the Client Premises). The Spectrio Services may not be made available in any Client Premises for which an admission fee is charged at the time the Spectrio Services are performed or at which dancing in conjunction with the Spectrio Services occurs. The Spectrio Services may not be used as an accompaniment to instructed health club classes. Client may not share with or transfer to others any Licensed Music accessed via the Spectrio Services.

Unless this MSA states otherwise, Client is not granted any commercial, sale, resale, rental, reproduction, distribution, or promotional use rights for any of the Licensed Music and nothing in this MSA gives Client any right to infringe the rights of the copyright holders thereof. The Spectrio Services may not be made available to any private home, apartment, guest room in a hotel or motel, or other similar location. To the extent that Spectrio provides Client with account credentials for access to the Spectrio Services, Client may not share its Spectrio Services account details with any third party. Licensed Music and any other materials provided by Spectrio for storage on Equipment may be encrypted to prohibit unauthorized access and use. Client is prohibited from tampering with, reverse engineering, decompiling, or disassembling the Equipment, or attempting to access any content, including, but not limited to Licensed Music, stored on, transmitted to, or transmitted from any Equipment.

SM7. General Terms. The provisions of Spectrio's MSA general terms and conditions are applicable to the Overhead Music, Music Programming, as well as Licensed Music.

SPECTRIO SERVICES – TERMS AND CONDITIONS APPLICABLE TO EQUIPMENT

E1. Equipment. Spectrio will make available the electronic products identified on the Order for purchase by Client and use with Spectrio Services ("**Equipment**"). Spectrio shall sell and the Client shall purchase the Equipment in the quantities and at the prices indicated on the applicable Order. Equipment added to this Order for use with Spectrio Services not purchased from Spectrio may be subject to prior inspection and certification by Spectrio at its then current rates prior to providing Spectrio Services. Certain items of Equipment obtained by Client receiving Spectrio Services may be programmed by Spectrio to automatically time-out to comply with applicable license terms. Upon termination or expiration of this MSA, Client who received such Equipment must promptly destroy (with written certification of such destruction by an officer of Client) or return to Spectrio, at Spectrio's election, or will incur a charge of fifty dollars ($50.00) per item of Equipment that is not returned or that is returned in damaged condition. Client will not cover up, remove, or otherwise obscure any identifying marks or words on any Equipment, including the name of Spectrio or any Equipment manufacturer. Our Equipment pricing reflects current market conditions and may be affected by changes in tariffs. If the date of the Order is more than 30 days old, we encourage you to contact us for the most up-to-date pricing information as the price for such Equipment may have changed.

E2. Delivery. Unless otherwise specified by the Client, Spectrio shall arrange for shipment of the Equipment to the Client Premises. Title and risk of loss of and damage to the Equipment shall pass to the Client upon delivery to the Client, with title passage being subject to Spectrio receipt of payment in full for such Equipment. The Equipment shall be delivered on or about the dates set forth on the Order subject to Spectrio's standard lead times. All Orders of Equipment are firm; however, Client and Spectrio shall each have the right to delay originally scheduled delivery dates by up to thirty (30) days provided that the Party desiring delay gives the other Party written notice of such delay not later than thirty (30) days prior to the originally scheduled delivery date. In the event Client requests to receive a rush an Equipment shipment prior to Spectrio's standard lead time for such Equipment, Client shall be subject to additional charges for such request. Client may not remove the Equipment from the Client Premises for which the Equipment is intended, unless Client provides Spectrio prior written notification of such removal or upon expiration or termination of this MSA. Shipping charges for Equipment are the responsibility of Client.

E3. Substitutions. Spectrio may make Equipment substitutions and modifications provided that such substitutions and modifications are substantially equivalent or better in performance and capabilities to the Equipment originally ordered.

E4. Installation. Installations of Equipment performed by Spectrio shall be at the designated locations and at the rates and times set forth on the Order. Standard installations are performed between the hours of 8:00 a.m. and 5:00 p.m. local time, Monday through Friday (excluding Spectrio designated holidays). The "**Equipment Installation Date**" shall be deemed to be the day Spectrio installs the unit of Equipment in question and the unit passes Spectrio installation tests. In the event the Equipment is not installed by Spectrio or is installed by Client, the Equipment Installation Date shall be deemed to be the day of Client's receipt after the unit of Equipment is shipped to the Client. The Client shall, at its expense and prior to the installation date, install all cabling, electrical and communications wiring and otherwise prepare the designated locations for installation of the Equipment. Spectrio's pricing for installation and activation includes the following assumptions: (i) standard electrical outlet

available with a minimum of two open outlets at desired installation location; (ii) standard ethernet port available at the desired installation location for wired installation (preferred); (iii) installation of Equipment no higher than 8 feet above floor (higher installations may require a lift); (iv) hollow drywall with metal or wood studs at installation site; (v) any additional materials, cable runs, lifts, after-hours installations, wireless applications, electrical work, and signal amplification equipment may affect final pricing; and (vi) site survey may be required to accurately assess installation variables and may affect final pricing.

E5. Equipment Support and Warranty. Spectrio warrants each unit of Equipment to be free from defects in material and workmanship under normal use and operating conditions for a period of ninety (90) days, or such other warranty period as may be indicated on the Order, after the applicable Equipment Installation Date. During such warranty period, Spectrio shall repair or replace any defective parts and make any necessary adjustments in the United States. Equipment warranty service ("**Warranty Service**") consists of repairs, replacements, and adjustments in the United States as are necessary to maintain the Equipment in good working order under normal use and operating conditions. Equipment support and Warranty Service shall be provided and determined via email, telephone, or remote access to Client's system. Spectrio provides technical support Monday- Friday during the hours of 8:00 a.m. to 6:00 p.m. Eastern, state and federal holidays excluded ("**Live Support Window**"). Spectrio's support line ("**Support Line**") will be operated by staff ("**Line Support Staff**") trained in providing general support for the operation of the delivery of the Spectrio Services. Client shall make such email, telephone, or remote access available to Spectrio at Client's sole cost and expense. Calls received outside the Live Support Window will be answered by an answering service and returned within 24 hours of the first business day following receipt of a call by the Live Support Window; emails will be returned within 24 hours of the first business day following receipt of the email. During Live Support Window, Spectrio shall use every commercially reasonable effort to remedy any Client reported Equipment errors which are confirmed by Spectrio. Warranty Services for errors that cannot be remedied remotely shall be performed at Spectrio's depot; in which case the Client shall, at its expense, deliver the Equipment to Spectrio's depot, properly packed and with the Spectrio issued "Return Authorization #" provided by Spectrio. Upon receipt of the Equipment, Spectrio will evaluate the need for service. If Spectrio determines the need for service is not covered by Warranty Service, Spectrio shall promptly notify Client to verify if Client desires Spectrio to perform services or replace Equipment and the charge to Client for such service or replacement. If Client does not desire that Spectrio perform non-warranty repairs, Spectrio will return the unrepaired Equipment to Client at Client's expense. Spectrio shall return repaired Equipment to the Client at Client's expense. Client assumes the risk of loss of and damage to the Equipment while in transit. To facilitate on-site Equipment support or Warranty Service, Client must promptly notify Spectrio of any changes in Client Premises of Equipment under warranty.

E6. Exclusions to Equipment Support or Warranty Service. Equipment support or Warranty Service does not include repairs, replacements or adjustments or increased service time required as a result of improper installation (unless installation is made by Spectrio or its authorized representatives); failure to operate the Equipment in accordance with the applicable operator's manual; misuse; abuse; negligence; accident; failure to maintain environmental requirements for the Equipment; modifications, alterations or attachments made by persons other than Spectrio personnel; use of equipment, programs or accessories that have not been approved by Spectrio or the Equipment manufacturer; failure to use supplies or materials meeting Spectrio's or the original Equipment manufacturer's approval; service rendered by persons other than Spectrio or Spectrio's authorized representatives; third party manufacturer design flaws or errors; de-installations or installations; modifications due to govt. requirements (such as currency changes, weights/measures changes, etc.); help desk support; software maintenance or preventive maintenance; or the repair or replacement of cables. Spectrio reserves the right to charge Client at Spectrio's then-current rates for expendable parts required by Client.

E7. Equipment Protection. Client is solely responsible for maintaining Equipment in a secure location within Client Premises. Equipment must not be accessible to Client's customers in the ordinary course of business. Client will not cover up, remove, or otherwise obscure any identifying marks or words on any Equipment. No non-Equipment may be utilized to obtain Spectrio Services without Spectrio's prior consent. Client will maintain Equipment in good operating condition to receive Spectrio Services during the Term, exclusive of ordinary wear

and proper use of Equipment by Client and Client's employees.

E8. Equipment Connection. Client will ensure that Equipment is left in the "On" setting and that the Equipment is connected to an uninterrupted power source and a live-broadband Internet connection capable of receiving transmissions from Spectrio 24 x 7 x 365. Client will notify Spectrio at least five (5) business days in advance of any changes to Client's network or broadband connection or any audio/audiovisual system equipment not provided by Spectrio. Spectrio is not responsible for any failure of the Equipment or interruption to the Spectrio Service arising from changes to Client's network or broadband connection or audio/audiovisual equipment not provided by Spectrio.

E9. Care And Use. Client shall use the Equipment in the manner contemplated by any applicable product description and operator's manual. Client shall supervise, manage and control the proper use of the Equipment (including routine Client maintenance that Spectrio or the original equipment manufacturer may reasonably specify from time to time) according to the terms and conditions of this MSA. Client shall ensure that properly trained staff use the Equipment and follow the advice and recommendations from Spectrio. Client is responsible for adequate backup plans, restart procedures, checks for accuracy and security of data.

E10. End Of Life. In the event Spectrio elects to discontinue Equipment support or Spectrio Services for any or all item(s) of Equipment, Spectrio shall provide Client with six (6) months' prior written notice providing Client with the opportunity to purchase the Spectrio recommended updated or upgraded equipment to which will be available for purchase via an Order.

E11. General Terms. The provisions of Spectrio's MSA general terms and conditions are applicable to the Equipment.

SPECTRIO SERVICES – TERMS AND CONDITIONS APPLICABLE

TO PROFESSIONAL SERVICES

PS1. Professional Services. In consideration of the payment by Client of the rates and charges specified on the Order, Spectrio shall provide the professional Spectrio Services which are described on the Order or the Statement of Work (as defined in paragraph PS2 below) ("**Professional Services**"). Such Professional Services may include, but shall not be limited to, software development, software customization, installations, audio/visual content creation and distribution, project management, on-site technical support, telephone support, training and consulting.

PS2. Statement of Work. The Statement of Work constitutes the complete and exclusive definition and description of the Professional Services to be performed by Spectrio and may include, without limitation, the following elements: Professional Services description (including specifications, if applicable); description of any Deliverables (as defined in PS3 below); performance schedule; completion and acceptance criteria for Deliverables; pricing and payment; special or other terms (if any); and signature of authorized representatives of both Parties. Statements of Work supplement the terms and conditions set forth in this MSA.

PS3. Deliverable. "**Deliverable**" shall mean any product to be designed, created, produced, manufactured or otherwise developed by Spectrio for Client pursuant to this MSA and shall be fully described in the applicable Statement of Work. A Deliverable may include, without limitation, custom designed software; software modifications, enhancements, updates and/or corrections; derivative works; supporting documentation; training materials; manuals; audio/visual content, and/or requirement studies.

PS4. Rates/Expenses. For Professional Services provided to Client on a fixed price basis, Spectrio shall provide such services based on a standard workday defined as an eight (8) hour working day of 8:00 AM to 5:00 PM, local time where the Professional Services are being performed, Monday through Friday, excluding Spectrio designated holidays. In the event Client requests and Spectrio agrees to provide Professional Services at times outside of or in excess of the foregoing standard workday, such agreement by Spectrio may be subject to an increase in the fixed price. Professional Services provided to Client on a time & materials ("**T&M**") basis are subject to the following

conditions: (i) for T&M daily rates, a "Day" is defined as an eight (8) hour working day of 8:00 AM to 5:00 PM, at the location where the Professional Services are being performed, Monday through Friday, excluding Spectrio designated holidays; (ii) Spectrio personnel working on a T&M basis for Client will complete a weekly time sheet, which will be provided to Client's project manager. Spectrio's monthly invoice to Client for T&M tasks will be based upon such time sheets; (iii) Client will be invoiced for T&M charges on a monthly basis; and, (iv) T&M rates shall be those in effect when the Professional Services are rendered. Any expenses incurred by Spectrio which are directly attributable to such Professional Services, including without limitation out of town travel, lodging and meals, will be charged to Client and invoiced monthly in arrears. Spectrio shall provide supporting documentation with any invoice(s) submitted for expense reimbursement.

PS5. Change Control. Client may at any time request and Spectrio may at any time recommend changes to the Statement of Work. Neither Party will be obligated to agree to any requested or recommended change, but neither Party will unreasonably withhold its agreement to such request or recommendation. Each Party's requested or recommended change shall be addressed in writing to the other Party's project manager. Spectrio will advise Client in writing of the likely impact of any requested or recommended change to the price or schedule. Until such time as any change is formally agreed to in writing and signed by authorized representatives of both Parties, Spectrio will continue to perform and to be paid for the Professional Services as if such change had not been requested or recommended. Change orders which have been fully executed by the Parties shall become supplements to the applicable Statement of Work.

PS6. Intellectual Property Rights. Unless otherwise specified in the applicable Statement of Work, all intellectual property rights including, without limitation, patent rights and copyrights in design arising out of the Deliverables shall be the property of Spectrio, who shall have the sole rights to seek patent, copyright, registered design or other intellectual property rights protection in connection therewith. Client acknowledges that all such materials created, developed or prepared by Spectrio or its personnel under this MSA are not "works made for hire" for copyright purposes. Client shall not seek patent, registered design or other intellectual property rights protection for the Deliverables. Client shall, at Spectrio's expense, do all things and execute all such documents as Spectrio may reasonably require to vest in Spectrio the rights and protection herein referred to. The restrictions, rights and protections herein referred to shall apply regardless of whether the Deliverables were created solely by Spectrio or by Spectrio in connection with Client or any other third party.

PS7. Licensing. In the event a Deliverable includes Software, Client shall receive a license to use such Software subject to Spectrio's terms and conditions applicable to Software license or in the case of third-party software, subject to the applicable third-party end user license agreement. Software maintenance of the Deliverables shall be subject to Spectrio's terms and conditions applicable to Software Support.

PS8. Approval And Acceptance. For Deliverables specifically identified in writing as requiring Client's written approval or acceptance, such written approval or acceptance shall not be unreasonably withheld or delayed. For such Deliverables, where no acceptance test(s) are specified in writing said Deliverables will be deemed accepted or approved by Client if Spectrio has not received written notification of non-acceptance or rejection, which notice shall also specify the reason for non-acceptance or rejection, within five (5) days after delivery by Spectrio. In the event of written non-acceptance or rejection, Spectrio will have a reasonable period of time to address the reasons for such non-acceptance or rejection and then redeliver the Deliverables to Client, in which event this paragraph shall continue to apply.

PS9. Limited Warranty. Spectrio represents that the Professional Services provided to Client pursuant to this MSA shall be performed in a professional and workmanlike manner and the Deliverable shall conform in all material respects to the mutually agreed upon written specifications.

PS10. Client Obligations. Spectrio's ability to perform its obligations (which may include delivery schedules) as set forth in the MSA or the Statement of Work is contingent upon Spectrio receiving timely, accurate and complete data, information, equipment, software, assistance, specifications and payments to the extent that Client is obligated to provide such to Spectrio. In the event Spectrio reasonably determines that any of the foregoing are delayed, inaccurate or incomplete, Spectrio shall immediately notify Client and the parties shall work in good faith to rectify

any delays, inaccuracies or other discrepancies which may also include written modifications to the MSA or the Statement of Work. If Spectrio reasonably determines that the matter is not being resolved to its reasonable satisfaction, Spectrio reserves the right to stop work pending agreement with Client on suitable modifications to the MSA or the Statements of Work, which may include changes to the delivery schedule and pricing. Client shall promptly notify Spectrio of anticipated delays in the delivery of items which are Client's responsibility and shall provide prompt assistance in resolving any such delays or any problems related to defects in such items reported by Spectrio. Client shall dedicate appropriate staff to enable Spectrio to perform the Professional Services. Client agrees to assign a project manager or single point of contact for Spectrio on a full-time basis, or as mutually agreed otherwise if less than full-time, during the performance of Spectrio's Professional Services tasks. Client shall ensure that valid software licenses are in effect for any third-party software which Client has the responsibility to provide to Spectrio.

PS11. Client Content. All content and information provided by Client, will remain the property of Client or its third-party licensors. Nothing herein will give Spectrio any right, title, or interest in or to the information or content other than the limited right to use the foregoing solely for the purpose of providing the Spectrio Services, and Client may not directly or indirectly sell, pledge, mortgage, or encumber the information or content("**Client Content**"). Spectrio shall have no liability for any claims, actions, damages or other costs arising out of or in connection with any content, material (whether audio or visual) or other information (including without limitation trademarks, copyrighted material, product information, etc.) Client Content provided to Spectrio . Further, Client shall defend, indemnify and hold Spectrio, its officers, directors, employees, parent and affiliate companies, independent contractors, representatives and consultants harmless from any against all claims, demands, actions, causes of action, judgments, costs and reasonable attorney's fees and expenses arising out of or related to the Client Content.

PS12. Additional Professional Services. Any Professional Services requested by Client and not included in the Statement of Work may be provided by mutual written agreement of the Parties.

PS13. General Terms. The provisions of Spectrio's MSA general terms and conditions are applicable to the Professional Services.

SPECTRIO GENERAL TERMS AND CONDITIONS FOR ALL SPECTRIO SERVICES, SOFTWARE, EQUIPMENT, WARRANTY AND PROFESSIONAL SERVICES

G1. Locations. Client location of premises to receive Spectrio Services shall be set forth on the initial Order ("**Client Premises**"). Client Premises will include any additional locations to receive Spectrio Services, not originally included in the Client Premises section of the Order, can be added through an additional Order. The Initial or Renewal Term for such additional Client Premises will be concurrent with such Initial or Renewal Term of the initial Order executed, unless specified otherwise in such additional Order.

G2. Free Trial. If the applicable Order indicates Client to receive Spectrio Services on a trial basis free of charge up to certain limits ("**Free Trial**"), such Free Trial will continue until the earlier of (a) the end of the Free Trial period indicated on the applicable Order or (b) the Effective Date of purchased Spectrio Services ordered by Client or (c) the termination by Spectrio of the Free Trial in its sole discretion. Any Spectrio Services provided under a Free Trial is subject to the terms and conditions of this MSA, except as otherwise provided below. Client acknowledges and agrees that any data, content or customizations made to the Spectrio Services for Client during the Free Trial will be permanently lost, unless Client purchases the Spectrio Services covered by such Free Trial. Upon the expiration or termination of such Free Trial, Client will return any and all Spectrio Services including Equipment or Software and Spectrio shall receive such Equipment and/or Software within ten (10) days from such expiration or termination date of the Free Trial. Notwithstanding any representation, warranty, or indemnification set forth in this MSA, any Spectrio Services provided during a Free Trial period, Spectrio's shall have no indemnification obligations nor liability of any type with respect to the Spectrio Services for the Free Trial, except as required by applicable law, in such case Spectrio's liability shall not exceed $1,000.00. However, Client shall be fully liable under this MSA to Spectrio during the Free Trial period for any damages arising out of Client's use of the Spectrio Services, any breach

by Client of this MSA, and any of Client's indemnification obligations hereunder.

G3. Term. The initial term of this MSA will commence as of the Effective Date set forth in the applicable Order and terminate on the last date of the calendar month of the "Term" as specified on such Order (the "Initial Term"). The renewal of this MSA (which includes the Order as defined) is automatic at the end of the Initial Term for recurring identical terms (the "Renewal Term") of Spectrio Services, unless either Party notifies the other in writing of its desire to change or cancel within thirty (30) days prior to the end of the Initial Term or applicable Renewal Term or as otherwise terminated herein.

G4. Termination. In addition to any other remedy available at law or in equity, either Party may terminate the MSA or applicable Order or Statement of Work (together or individually) immediately, without further obligation to the other Party, in the event of a material breach of the MSA by the other Party that is not remedied within thirty (30) days following written notice of such breach. Notwithstanding the foregoing, if Client fails to pay any Fees (as defined below) as and when required, in addition to the remedies set forth herein, Spectrio may immediately suspend the Spectrio Services during such period of non-payment. Spectrio may terminate the MSA immediately for any breach of terms set forth herein. Spectrio may recover its costs, including outside legal fees and court costs, arising out of Spectrio's termination of this MSA pursuant to this Section. Additionally, upon Spectrio's termination for Client's breach of MSA, the entire amount payable under this MSA (including past due and unpaid amounts) will become immediately due and owing from Client to Spectrio. Spectrio has no obligation to make any changes to the Spectrio Services if Client is in default of its obligations, until or unless such default has been cured.

G5. Effect of Termination. Upon the termination of the MSA, Client will, at Client's sole expense, and at Spectrio's direction, promptly return to Spectrio all unpaid Equipment located in Client Premises in good condition (or pay the full replacement value thereof), ordinary wear and tear excepted. Spectrio will not be required to repair, replace, or otherwise re-establish the Client Premises to their original condition. All wiring installed by or for Spectrio will be the property of the Client. Upon termination, Client's rights to use or access the Software or Licensed Music hereunder will terminate, and Client will be solely responsible for any royalties due for any reproduction, distribution, public performance, or communication to the public of any musical works and sound recordings made within or to Client Premises.

G6. Suspension. Notwithstanding any other remedies Spectrio may have under the MSA or at law or in equity, Spectrio may temporarily suspend all or any portion of the Spectrio Services (including Software, Music Programming or Licensed Music or Professional Services, as applicable): (i) in the event of a security breach of Equipment or Software; (ii) if required or otherwise directed by a licensor of the Licensed Music or a third party licensor; (iii) if Spectrio deems it reasonably necessary to protect Software, third-party content, or Spectrio's reputation; or (iv) if Client is in material breach of the terms of the MSA.

G7. Fees and Payment. Client agrees to pay the "**Fees**" set forth in the applicable Order or Statement of Work in accordance with these general terms. Unless otherwise provided herein, payments are due in United States Dollars not later than thirty (30) days from the date of Spectrio's invoice. Spectrio reserves the right to revoke any credit extended to Client at any time for good cause. Spectrio reserves the right to increase prices no more than ten percent (10%) per year, exclusive of any fees raised due to licensing increase. Spectrio offers several payment options to Clients for their convenience such as check, automated clearing house (ACH), bank wire or credit card. Client shall be responsible for the payment of any fees or out of pocket costs Spectrio incurs due to Client's choice of payment (e.g. credit card processing fees, Client system fees, etc.). If Client fails to make payments when due and such failure continues for a period of ten (10) days after Spectrio notifies Client in writing of such failure, Spectrio may refuse to perform any further obligations and the supply of all Spectrio Services including as applicable Equipment, Software, warranty, and Professional Services may be terminated or suspended by Spectrio. Spectrio may charge Client interest on overdue amounts from the date such amount became due at the lesser of the rate of one and one-half percent (1-1/2%) per month or the maximum interest rate permitted by applicable law. Payments must be sent to the following address: Spectrio, P.O. Box 890271, Charlotte, NC 28289-0271. Client will reimburse Spectrio for legal fees and court costs incurred by Spectrio in securing payment from Client pursuant to this MSA. If Spectrio suspends or terminates the Spectrio Services of a Client in whole or in part, Client is subject to a reactivation fee to

reactivate such Spectrio Services.

G8. Taxes. All Fees on Orders or Statements of Work are exclusive of applicable taxes. Client is responsible for all sales, use, property, value-added, withholding, or other federal, state, or local taxes except for taxes based solely on Spectrio's net income. If Spectrio is required to pay any such taxes based on the Spectrio Services provided to Client under the MSA, then such taxes will be billed to and paid by Client.

G9. Mutual Representations and Warranties. Each Party represents and warrants to the other that: (i) it has the right, power, and authority to enter into this MSA and to perform the acts required of it hereunder; (ii) the execution of this MSA by each such Party, and the performance by such Party of its obligations and duties hereunder, do not and will not violate any agreement to which such Party is a party or by which it is otherwise bound; (iii) when executed and delivered by each such Party, this MSA will constitute the legal, valid and binding obligation of such Party, enforceable against such Party in accordance with its terms; and (iv) each such Party acknowledges that Spectrio makes no representations, warranties, or agreements related to the subject matter hereof that are not expressly provided for in this MSA.

G10. Spectrio Representation and Warranty. Spectrio represents, warrants and covenants that it or its licensors: (i) is licensed to provide the Spectrio Services; (ii) has obtained all rights, authorizations, and permissions necessary to provide Licensed Music to Client Premises; (iii) will pay any royalties due for the public performance or reproduction of any Licensed Music; and (iv) will perform all of its obligations in a professional and workmanlike manner.

G11. Client Representation and Warranty. Client represents, warrants, and covenants that it: (i) has all necessary rights, power and authority to execute the Order and this MSA; (ii) will be responsible for paying any performance royalties due for the public performance of musical works within Client Premises by any means other than via Spectrio Services in Client Premises; (iii) will use commercially reasonable efforts to not publish, post, upload or otherwise transmit Client content that contains viruses, trojan horses, worms, time bombs, corrupted files or other computer programming routines intended to damage any systems of another; (iv) will not tamper, damage, destroy, interfere with, or attempt to obtain unauthorized access to any Equipment or any Licensed Music reproduced therein without Spectrio's express written consent; (iii) will not transmit, retransmit, record, or dub the Licensed Music; (iv) will comply with all applicable laws in connection with its use of the Spectrio Services and the Licensed Music; (v) all information provided by Client in any Exhibit is true, complete, and correct; and (vi) will offer the Spectrio Services in Client Premises as provided by Spectrio without alteration of any kind. Client is solely and exclusively responsible for all Client content and transmissions and must make all reasonable efforts to verify such is accurate, up-to-date and lawful.

G12. Indemnification

G12.1 Indemnification by Client. In addition to any other indemnifications provided in this MSA, Client will indemnify, defend, and hold harmless Spectrio from and against any liability, damage, claim, or any litigation cost or expense (including, but not limited to, reasonable outside attorney's fees), arising out of any third-party claim (a "**Claim**") brought against Spectrio arising from (i) Client's breach of any covenant, representation or warranty contained in the MSA or (ii) any losses or injuries caused by accident, fire, theft, misuse, damage of or to the Equipment (normal wear and tear excepted). Client will further indemnify Spectrio for any costs incurred in the enforcement of this MSA against Client.

G12.2 Indemnification by Spectrio. Spectrio will indemnify, defend, and hold harmless Client from and against any Claim brought against Client alleging that the Spectrio Services infringes any United States patent, copyright or trademark of any third party and will pay all costs and damages finally awarded against Client in any such action (or the amount of any settlement Spectrio enters into) which are attributed to such claim provided that (i) Client promptly notifies Spectrio of any such claim or allegation of infringement; (ii) Spectrio shall have sole control of the defense and settlement of any such claim; (iii) Client shall provide Spectrio with such assistance in any such defense as Spectrio may reasonably request; and (iv) Client shall not incur any cost or expense for or on

Spectrio's account without Spectrio's express prior written consent. Any settlement of a claim will not include a financial or specific performance obligation on, or admission of liability by Client. Spectrio expressly reserves the right to cease such defense of any claim(s) if the Spectrio Services is no longer alleged to infringe the third party's rights.

G12.3 Limitation. Spectrio will have no liability to the extent any alleged infringement arises from: (i) alterations or modifications to the Spectrio Services provided through Equipment in Client Premises; (ii) the use of any Spectrio Services with any non-Spectrio approved equipment or in any location not authorized in this MSA; (iii) the use of Equipment in a manner for which it was neither designed nor contemplated; (iv) third party software or equipment; or (v) Client's content, design or specifications.

G12.4 Modification by Spectrio. If any allegation of infringement with respect to the Spectrio Services, Equipment or Software is made, or, in Spectrio's opinion is likely to be made, Spectrio may, at its sole option and expense, (i) procure for Client the right to continue using such Spectrio Services, Equipment or Software; (ii) modify such Spectrio Services, Equipment or Software so as to avoid the infringement; (iii) replace such Spectrio Services, Equipment or Software with a functionally similar version, provided Client ceases use of such Spectrio Services, Equipment or Software in question, or (iv) refund the Equipment purchase price or Software license charges paid to Spectrio by the Client for such Spectrio Services, Equipment or Software less an amount for depreciation or amortization based on a five year straight line depreciation or amortization schedule, in which case the Client shall cease using such Spectrio Services, Equipment or Software and shall return to Spectrio or destroy at Spectrio's determination such Spectrio Services, Equipment or Software. If Spectrio determines that options (i) through (iii) are not reasonably available with regard to Software, Spectrio or Client may terminate the license relating to the affected Software upon written notice to the other.

THE FOREGOING STATES SPECTRIO'S ENTIRE LIABILITY HEREUNDER OR OTHERWISE WITH RESPECT TO INFRINGEMENT OF COPYRIGHTS, PATENTS AND ALL OTHER INTELLECTUAL PROPERTY RIGHTS.

G13. Disclaimers; Limitation of Liability. DUE TO THE INHERENT UNRELIABILITY OF COMMUNICATIONS NETWORKS, SPECTRIO WILL HAVE NO LIABILITY TO CLIENT OR ANY THIRD PARTY FOR ANY INTERRUPTION OF THE SPECTRIO SERVICES CAUSED BY EQUIPMENT FAILURE, NETWORK INTERRUPTION, OR ANY OTHER CAUSE BEYOND THE REASONABLE CONTROL OF SPECTRIO. THE EQUIPMENT AND SPECTRIO SERVICES ARE PROVIDED "AS IS" AND "**WITH ALL FAULTS**." EXCEPT AS EXPRESSLY STATED IN THIS MSA, NO WARRANTIES, CONDITIONS, GUARANTEES, OR REPRESENTATIONS (AS USED HEREIN, "**WARRANTIES**") ARE MADE AS TO MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON- INFRINGEMENT, OR ARISING FROM A COURSE OF DEALING, TITLE, USAGE OF TRADE, OR COURSE OF PERFORMANCE OR OTHER WARRANTIES, EITHER EXPRESS OR IMPLIED, IN LAW OR IN FACT, ORAL OR IN WRITING. EACH PARTY HEREBY ACKNOWLEDGES THAT IT HAS NOT RELIED UPON ANY WARRANTY MADE BY THE OTHER EXCEPT AS SPECIFICALLY SET FORTH IN THIS MSA.

IN NO EVENT WILL SPECTRIO BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES OR FOR ANY LOSS OF PROFITS, LOSS OF BUSINESS OR REVENUE, OR LOSS OF DATA, HOWEVER CAUSED, WHETHER IN AN ACTION OR CLAIM ARISING IN CONTRACT, WARRANTY, TORT, NEGLIGENCE, PRODUCT LIABILITY, STRICT LIABILITY, OR ANY OTHER CAUSE OF ACTION OR CLAIM ARISING FROM OR RELATED TO THIS AGREEMENT, WHETHER OR NOT SPECTRIO HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. IN NO EVENT SHALL SPECTRIO'S AGGREGATE LIABILITY, IF ANY, INCLUDING LIABILITY ARISING OUT OF CONTRACT, NEGLIGENCE, STRICT LIABILITY IN TORT OR WARRANTY, OR OTHERWISE, EXCEED THE FEES PAID UNDER THIS AGREEMENT FOR THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE ACCRUAL OF THE CLAIM OR, IF THAT PERIOD IS LESS THAN TWELVE (12) MONTHS, THE AMOUNT THAT WOULD HAVE BEEN PAID OR PAYABLE HAD THE

AGREEMENT BEEN IN EFFECT FOR A TWELVE (12) MONTH PERIOD PRIOR TO THE ACCRUAL OF SUCH CLAIM.

G14. Ownership. All Spectrio Services including Equipment not purchased, Software, and Content provided by Spectrio, including, but not limited to Licensed Music, will remain the property of Spectrio or its providers or third-party licensors. Nothing herein will give Client any right, title, or interest in or to the Spectrio Services including Equipment not purchased, Software or Content other than the limited right to use the foregoing solely in accordance with the provisions of the MSA, and Client may not directly or indirectly sell, pledge, mortgage, or encumber the Spectrio Services including Equipment not purchased, Software, Content or Licensed Music.

G15. No Objectionable Associations. Except as may be embodied in the Licensed Music as provided to Client by Spectrio or Spectrio's licensors, the Spectrio programing, or any other content displayed within or on the Equipment, will not contain content or engage in activities (and will not frame, link to, advertise, or otherwise endorse any other website or media that contains content or engages in activities) that: (i) is or are unlawful, harmful, threatening, defamatory, obscene, harassing or discriminatory; (ii) violate(s) or infringe (s) the rights of any third party (including intellectual property, name and likeness and privacy/publicity rights); (iii) depict(s) sexually explicit images; (iv) promote(s) violence, discrimination, or illegal activities; (v) advertise(s) alcohol, tobacco, firearms or other objectionable products with which artists typically do not wish to be associated; (vi) endorse(s) any religious or political cause or candidate; (vii) is or are intentionally derogatory or denigrating with respect to Spectrio's licensors, any artist, artist of the Licensed Music, or the music industry; or (viii) is or are objectionable to Spectrio's licensors based upon reasonable grounds of which Spectrio may notify Client from time to time. Client will in no event promote or publish the availability of any application, service, product or process that is intended to permit unauthorized access to audio or audio-visual content.

G16. Anti-Corruption. Neither Party has received or been offered any illegal or improper bribe, kickback, payment, gift, or thing of value from an employee or agent of the other Party in connection with this MSA. Reasonable gifts and entertainment provided in the ordinary course of business do not violate the above restriction.

G17. Export Prohibitions. Client understands and acknowledges that Spectrio provides all hardware, software, circuits, technology, documentation or other materials solely from the United States and such materials may be subject to United States export controls administered by the Department of Commerce, Department of Treasury office of Foreign Assets Control and/or other governmental authorities. Client acknowledges and agrees that such materials may not be used in, and none of the underlying information, software, hardware, circuits, technology or other materials may be transferred or otherwise exported or re-exported, to any foreign country or location, including, without limitation, those to which the United States maintains an embargo or to any national or resident thereof, or to any person or entity on the Department of Treasury's List of Specially Designated Nationals or the Department of Commerce's Table of Denial Orders. Notwithstanding the foregoing prohibitions, if you, directly or indirectly, use or are responsible for use of any services, information, documentation, software, hardware, circuits, technology or other materials outside the United States, you are solely responsible for compliance with all applicable laws, including without limitation export laws and regulations, import laws and regulations of other countries, regulatory and licensing requirements of such jurisdictions and tax and use costs, expenses or duties in any way related to use of services or location of materials outside the United States (including any sales, use, VAT, excise, export or other charge of any kind or nature levied or imposed by any governmental authority on you or us or our affiliates relating to transfer, delivery, possession, use or license outside the United States). Client hereby agrees to indemnify, defend and hold Spectrio harmless in connection with any such liability and/or breach of these export prohibitions.

G18. Intellectual Property Rights. Copyright, patent rights, database rights, trademarks, service marks and any other intellectual property rights in any Spectrio Services including Equipment, Software or Professional Services, or any other items supplied by Spectrio pursuant to this MSA, will remain the property of Spectrio or its licensors unless otherwise explicitly agreed to in writing by the Parties. Client shall follow all reasonable instructions that Spectrio gives from time to time with regard to the use of the intellectual property of Spectrio and Spectrio's licensors, which instructions may include, without limitation, instructions pertaining to notice of ownership rights.

G19. Confidential Information. Each Party agrees not to use or disclose to any third party, except for the purpose

of performing this MSA, any business and technical information of the other Party which, in the exercise of reasonable judgment, should be recognized by such Party as confidential ("**Confidential Information**"). The obligation of confidentiality shall not apply to information which: (a) is or becomes part of the public domain through no fault of the receiving Party; (b) is furnished by the disclosing Party to others without restrictions on use and disclosure; (c) becomes known or available to the receiving Party without restriction from a source other than the disclosing Party without breach of any agreement with the disclosing Party; (d) is disclosed with prior written approval of the disclosing Party; (e) is independently developed by the receiving Party without the use of any Confidential Information; (f) is previously known to the receiving Party on a non-confidential basis; or (g) is required by court order or government agency to be disclosed, in which case, the receiving Party shall give the disclosing Party as much notice as is reasonably practical so that the disclosing Party may seek a protective order or other confidential protection as the disclosing Party, in its sole discretion, may elect and the receiving Party shall reasonably cooperate with the disclosing Party in disclosing Party's efforts to obtain such order or protection.

G20. Anonymous Data. Nothing herein shall be deemed to prevent Spectrio from collecting, using and disclosing anonymous aggregate information or data relating to the Spectrio Services for the purposes of providing and improving the performance of such Spectrio Services. Client acknowledges and agrees that Spectrio may collect non-personally identifiable statistical metadata and metrics regarding Client's use of the Spectrio Services in order to improve the quality and delivery of the Spectrio Services and for internal reporting purposes. Client further acknowledges and agrees that Spectrio may aggregate anonymous data relating to the Spectrio Services with other data in an anonymous manner and use such aggregate anonymous data for any purpose, including, but not limited to (i) general reporting, including the compilation of aggregate statistics that may be provided to existing and potential clients and (ii) the optimization of delivery of content across all functions, including websites, networks and any other advertising inventory reached by the Spectrio Services. In no event will Client have the right to access such aggregate anonymous data without express written permission from Spectrio as the compilation is owned by Spectrio.

G21. Third Party Service. Spectrio reserves the right to provide the services that are set forth in this MSA through authorized Spectrio dealers and authorized Spectrio service companies.

G22. Assignment. The MSA will be binding upon and inure to the benefit of the Parties and their respective successors and assigns. Client may not assign its rights and obligations under the MSA to any third party without Spectrio's prior written approval, which may be withheld for any reason. In the event of an assignment by Client, Client will not be relieved of any fees due and owing Spectrio as of the date of such assignment. Spectrio may assign any of its rights or obligations under the MSA in whole or in part to any third party at any time.

G23. Waiver. Unless agreed to in writing, the waiver by a Party of any breach, violation, or default of a provision of the MSA will not operate as a waiver of any subsequent breach, violation, or default of that or of any other provision. No extension of time for the performance of any obligation or act shall be deemed to be an extension of time for the performance of any other obligation or act.

G24. Force Majeure. In the event a Party is materially unable to perform any of its obligations under the MSA because of natural disasters, pandemics, satellite failure, Acts of God, riots, wars, governmental action, network failure, electricity outage or any other event beyond the reasonable control of the Party (excluding financial inability) (a "**Force Majeure**"), then such Party will, upon written notice to the other Party, be relieved from its performance of such obligations for the duration of such Force Majeure.

G25. Choice of Law; Choice of Forum. This MSA is governed by and construed in accordance with the laws of the State of Florida without regard to conflicts of law principles. Any and all proceedings relating to the subject matter of this MSA will be maintained in the courts of or in the United States District Court for which courts will have exclusive jurisdiction for such purpose, and Client hereby consents to the personal jurisdiction of such courts and waives any claim of forum non convenience.

G26. Relationship of the Parties. The sole relationship between the Parties will be that of independent contractors. Nothing contained in the MSA will be construed to constitute the Parties as partners, joint ventures or agents of each other in any way whatsoever. No Party will make any warranties or representations, or assume or

create any obligations, on another Party's behalf except as may be expressly permitted hereby. Each Party will be solely responsible for the actions of its respective employees, agents, and representatives.

G27. Third Party Software. Certain software supplied by Spectrio may be licensed by third parties. Client's use of such third-party software may be subject to the terms and conditions of a separate sublicense agreement or the licensor's end user license agreement. Such terms and conditions shall govern Client's use of any such third-party software.

G28. High Risk Uses. Spectrio products are designed, developed and manufactured as contemplated for general use, including without limitation, general office use, commercial use, and ordinary industrial use, but Spectrio products are not designed for use in circumstances that require extremely high-level safety precautions that may involve catastrophic property damage or that could lead directly to death or severe personal injury ("High Risk Uses") including, without limitation, uses in connection with control of nuclear reactions, aircraft and satellite flight and traffic control, mass transport control, medical treatment and life support systems, and aerospace and missile launch control in weapon systems. Client shall not use Spectrio products for High Risk Uses. Spectrio disclaims liability for the use of Spectrio products in High Risk Use applications. Spectrio expressly excludes High Risk Uses of Spectrio Services or products from coverage under corresponding Spectrio warranties, express and implied. Parties using or selling Spectrio Services or products for use in High Risk Use applications do so at their own risk and agree to fully indemnify and hold harmless Spectrio for any damages resulting from such improper use.

G29. Advertising and Promotion. Client agrees that Spectrio may use Client's name, including any trade name, trademark, or logo owned or used by Client, in Spectrio's portfolio and for purposes of advertising Spectrio's services, which advertising may be in printed, electronic and/or any and all other media now known or hereafter devised, as Spectrio deems necessary, including on Spectrio's website(s), social media and marketing materials. It is understood that Spectrio shall obtain Client's prior approval, which approval shall not be unreasonably withheld, before using Client's name in any marketing material or media.

G30. Severability. The invalidity or unenforceability of any provision of this MSA will not affect the validity of any other provision of this MSA, and in the event that any provision is determined to be invalid or otherwise illegal, this MSA will remain in effect and will be construed in accordance with its terms as if the invalid or illegal provision were not contained herein, provided that the Parties will negotiate in good faith an equitable adjustment to this MSA so as to give effect to the intent so expressed and the benefits so provided.

G31. Notices. All notices hereunder shall be in writing and sent by certified mail, postage prepaid, return receipt requested or commercially acceptable overnight delivery service. Notices shall be addressed to the parties at their respective addresses set forth on the face hereof or at such other address as specified in writing by either party from time to time and shall be deemed given upon receipt or refusal.

G32. Integration; Entire Agreement. This MSA together with any pertinent exhibits, order forms, statements of work, and addenda shall be the complete agreement between the Parties with respect to its subject matter and supersedes all representations, promises, quotes and proposals, whether they be oral or written, between the Parties. Any terms and conditions set forth in any order or letter from Client not signed by authorized representatives of both Parties shall be without effect. Unless otherwise explicitly agreed in writing by the parties, all Orders placed by Client are subject to the terms and conditions set forth in this MSA irrespective of the means by which the Orders are placed or the form used. This MSA may be modified by Spectrio at any time or as otherwise set forth herein. Terms and conditions of any Client issued purchase order shall have no force and effect, even if Spectrio accepts or does not otherwise reject the purchase order.

G33. Counterparts. The Orders may be signed in counterparts, each of which shall be deemed an original and which shall together constitute one Order under this MSA. Electronic signatures via DocuSign or any other form as determined by Spectrio are deemed original signatures.

G34. Modifications. If Spectrio makes a material change to this MSA, then Spectrio will notify Client by sending an email to the notification email address in the latest Order. If the change has a material adverse impact on Client and Client does not agree to the change, Client must notify Spectrio within thirty (30) days after receiving notice of such change via email at contracts@spectrio.com. If Client notifies Spectrio as required, then Client will remain governed by the MSA in effect immediately prior to such change until the end of the Term of the then current Order.