

**2020 ICOVIA
BUSINESS EDITION MASTER SOFTWARE LICENSE AND
SUBSCRIPTION AGREEMENT**

2020 ICOVIA BUSINESS EDITION TERMS OF USE:

BY SIGNING THE 2020 ICOVIA BUSINESS EDITION ORDER AND SUBSCRIPTION ACKNOWLEDGEMENT AS A PART OF THE SOFTWARE ORDER PROCESS, YOU ("CLIENT") AGREE TO THE FOLLOWING TERMS AND CONDITIONS (THE 'AGREEMENT') GOVERNING YOUR USE OF THE 2020 ICOVIA ONLINE SERVICE (THE "SERVICE"). IF YOU ARE ENTERING INTO THIS AGREEMENT ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY, YOU REPRESENT THAT YOU HAVE THE AUTHORITY TO BIND SUCH ENTITY TO THESE TERMS AND CONDITIONS, IN WHICH CASE THE TERMS "YOU" OR "YOUR" SHALL REFER TO SUCH ENTITY. IF YOU DO NOT HAVE SUCH AUTHORITY, OR IF YOU DO NOT AGREE WITH THESE TERMS AND CONDITIONS, YOU MUST NOTIFY 20-20 TECHNOLOGIES (HEREBY REFERRED TO AS 2020) IMMEDIATELY IN WRITING AND MAY NOT USE THE SERVICE.

2020 and CLIENT hereby agree as follows:

1. **Program and Service.** 2020 shall produce, customize, maintain, and host and provide links for integration with the CLIENT'S designated Web site, space planning software application based on 2020 proprietary software program currently known as 2020 ICOVIA (the "Program"). The license to use the Program and the Web Hosting Services and the Maintenance and Support Services are collectively referred to as the "Service". The Program shall function according to the following specifications (the "Specifications"): 2020 will modify its ICOVIA room planner product to include the CLIENT's logo and colors and be available from anywhere users have an Internet connection and access to a link via the CLIENT's website. Users will be able to interact with the room planner to arrange walls and furniture icons. Users will also be able to save plans once registered and access these plans from anywhere an Internet connection is available. Users can email room plans to an email address to be provided by the CLIENT or to an email address that the user supplies. Users will also be able to print their room plan that includes the CLIENT's logo.
2. **Payments.** CLIENT shall pay to 2020 fees for its services related to the Service (ICOVIA) in the amount and under the net terms and conditions set forth on the Order & Subscription Agreement Acknowledgment (O&SAA) approved by the CLIENT and 2020. CLIENT fees will include payment for Set-Up and Branding, payment for subscription and hosting, and payment for any additional services in accordance with CLIENT's O&SAA.
3. **Term.** The Term of this Agreement shall begin on the date of order and subscription acknowledgment signature and last for a period of one year. The agreement will auto renew and remain in effect either annually (all agreements put in place on or after January 1st, 2021) or month-to-month (certain agreements put in place prior to December 31st, 2020) as defined in the order and subscription acknowledgment until terminated by 2020 or CLIENT, upon 30 days written notice to the other party. CLIENT's who have an annual agreement in place and choose to cancel during an active agreements term will not receive a refund for any unused months of service.
 - a. 2020 may terminate this Agreement at any time upon written notice to CLIENT for breach of this Agreement.
 - b. If CLIENT terminates this Agreement by failing to pay the monthly or annual license and hosting fee and fails to pay all Fees owed to 2020 within sixty (60) days, 2020 has the right to suspend services provided. If service is suspended CLIENT shall pay 2020 an additional Fee for two (2) hours of service at 2020's labor rates in effect at that time to reestablish the Service. If all overdue amounts are paid to 2020 within such sixty (60) day period, there will be no suspension of service or additional Fee.
 - c. **Service Cancellation Notice** – CLIENT provision of a 30-day cancellation notice that is received by 2020 within the first 7 days of a given month will terminate service at the end of the month in which the notice was received. Notice received after the 7th day of a given month will terminate service at the end of the following month. The CLIENT planner and it's data is removed from activity on 2020's servers on a date confirmed by 2020 to the CLIENT. All data will then be kept off-line for a period of 30 days after which the planner and all its associated data is erased from 2020's servers. There are no refunds payable by 2020 if cancellation occurs while an agreement is in effect.
 - d. **Service Suspension Request** – If a CLIENT requests suspension of service either during or at the end date of an agreement a service re-establishment Fee for two (2) hours of service at 2020's labor rates in effect at that time will be required from the CLIENT to re-establish the Service. Service may only be suspended and reactivated on the latest version of the 2020 Icovia software being sold at the time of the CLIENT request and requires the same 30-days written notice as cancellation. Whether requested by a CLIENT or 2020 a service suspension will last no more than 90-days. Within one week of the end of the 90-day period the CLIENT or 2020 will need to identify if the service is to be restarted or if it is to be canceled. If it is to be canceled all data associated with the planner will be erased immediately from 2020 servers. A Client requesting Service Suspension must be current on all monies owed to 2020 and have no outstanding or overdue account balances.

4. User Data. 2020 does not have any right to any data, information or material that CLIENT or any User submits to the Service in the course of using the Service ("User Data"), except the rights to maintain a plan on the 2020 ICOVIA system in accordance with the provisions of Section 5. CLIENT, not 2020, shall have sole responsibility for the accuracy, quality, reliability, and intellectual property ownership of all User Data, and 2020 shall not be responsible or liable for the deletion, correction, destruction, damage, loss or failure to store any User Data. In the event this Agreement is terminated, 2020 will at the request of the CLIENT, make available to CLIENT a file of the User Contact Information Data within 30 days of termination. 2020 reserves the right to withhold, remove and/or discard any and all Data and/or User Contact Information Data without notice after the expiration of a sixty (60) day period following the date of termination.
5. 2020 Services. 2020 offers many other web-based products and services. CLIENT agrees that 2020 may offer such products or services on the websites, and that Users may elect to have access to such additional services.
6. Confidentiality.
 - a. As used in this Agreement, "Proprietary Information" shall mean all confidential, proprietary or secret information, including without limitation components, parts, drawings, data sketches, plans, programs, specifications, techniques, processes algorithms, inventions and other information or material, owned, possessed or used by either 2020 or CLIENT. Without limiting the generality of the foregoing, the Parties agree that the Program, and any related documentation and any proprietary software application delivered by 2020, and any program, specifications, techniques, processes or concepts disclosed by 2020 to CLIENT will be considered Proprietary Information of 2020. The provisions of Section 4(a) notwithstanding, Proprietary Information shall not include any information to the extent it (i) is or becomes a part of the public domain through no act or omission on the part of the receiving Party, (ii) is disclosed to third Parties by the disclosing Party without restriction on such third parties, (iii) is in the receiving Party's possession, without actual or constructive knowledge of an obligation of confidentiality with respect thereto, at or prior to the time of disclosure under this Agreement, (iv) is disclosed to the receiving Party by a third Party having no obligation of confidentiality with respect thereto, (v) which the receiving Party can demonstrate is independently developed by the receiving Party without reference to the disclosing Party's Proprietary Information, (vi) is required by judgment, law, or regulatory order to be disclosed, so long as the receiving Party subject to the law or order, to the extent it is permitted under such requirement, notifies the disclosing Party and takes all steps to prevent unnecessary disclosure, (vii) is released from confidential treatment by written consent of the disclosing Party, or (viii) is comprised of ideas, concepts, know how or techniques that are retained in the unaided memories of 2020 employees ("Residual Knowledge"). A person's memory is unaided if the person has not intentionally memorized any information related to the services and deliverables to be provided hereunder for the purpose of retaining and subsequently using or disclosing it; or has not made reference to the written embodiment of such information to refresh it. 2020 retains the right to use, on a worldwide, nonexclusive, royalty free basis for internal or commercial purposes, any Residual Knowledge it gains as a result of performing the services under this Agreement, provided that in doing so it does not use or disclose Proprietary Information.
 - b. Each of 2020 and CLIENT shall hold in confidence and not disclose (except on a confidential basis to its employees who need to know in connection with the Service and who are bound to preserve the confidentiality thereof) all Proprietary Information received from the other Party in the same manner and to the same extent as it holds in confidence its own Proprietary Information of a similar nature and value, using at least reasonable care, and shall not use any such Proprietary Information except for purposes contemplated by this Agreement.
 - c. The Program (ICOVIA™) and any related documentation will be disclosed by 2020 to CLIENT in confidence, and CLIENT shall not cause or permit (i) de-compilation, disassembly or reverse engineering, or the creation of derivative works of the Program or (ii) disclosure, copying, display, loan, publication, transfer of possession or other dissemination of the Program, any related documentation, in whole or in part, to any third party (other than to CLIENT's Permitted Assignees as defined below) without the prior written consent of 2020. CLIENT shall limit use of and access to the Program and any related documentation to such of CLIENT's employees as are directly involved in the utilization of the Program and who are bound in writing to preserve the confidentiality thereof. CLIENT shall promptly report to 2020 any actual or suspected violation of which it becomes aware of this Section 4d. and shall take all reasonable further steps requested by 2020 (to prevent or remedy any such violation. For the purposes of this Agreement, a "Permitted Assignee" shall be defined as the parent entity of CLIENT, or any affiliate or subsidiary entities of CLIENT or CLIENT's parent, to which an assignment is made, or which may succeed to the rights of CLIENT by merger or acquisition of CLIENT, provided that such assignee or successor shall not use the Program except from the domains listed in work order and in compliance with the terms and conditions of this Agreement.
 - d. Each of 2020 and CLIENT shall take appropriate action by instruction or agreement with its employees to satisfy its obligations under this Section 5. Any breach of this Section 4 by a Party hereto will cause the non-breaching Party irreparable harm and will entitle the non-breaching Party to injunctive relief, including a temporary restraining order (without the necessity of bond) and any and all other relief available in equity or at law.
7. Intellectual Property Rights; Grant of License.
 - a. For purposes of Section 117 of the Copyright Act of 1976, as amended, and for all other purposes, including international laws and treaties covering intellectual property, 2020 shall be considered the owner of the Program all related enhancements, and work product delivered to CLIENT, and all copies thereof, and of all patents, copyright, trademark, trade secret and other intellectual or industrial property rights therein. Physical copies of the Program in CD-ROM, diskette, tape or other form and any related documentation shall remain the property of 2020, and such copies shall be deemed to be licensed to CLIENT during the term of the license granted hereunder.

- b. In consideration of and effective upon 2020 receipt of all payments required by the Terms and Conditions and subject to the other provisions of this Agreement, 2020 hereby grants, and CLIENT hereby accepts, a non-exclusive, non-transferable (except to a Permitted Assignee) license on an annual basis or monthly subscription basis (certain agreements put in place prior to December 31st, 2020), without the right to sublicense, to use, copy, operate and process the Program and any related documentation for the internal business purposes of CLIENT. It is expressly agreed that the licenses granted hereunder extend only to CLIENT and its Permitted Assignees, and that additional licenses are required, and may be obtained, at 2020 sole discretion, upon the payment of additional license fees, for any use of the Program.
 - c. CLIENT shall not alter or remove any patent, copyright, trademark, trade secret, proprietary and/or other notices contained on or in copies of the Program and any related documentation. The existence of any such copyright notice on the Program and any related documentation shall not be construed as an admission, or be deemed to create a presumption, that publication of such materials has occurred. CLIENT shall reproduce all such notices on or in all copies of the Program and any related documentation permitted to be made under this Agreement.
 - d. CLIENT acknowledges and agrees that 2020 creation of the Program and any is, in part, based on 2020 (ICOVIA)'s confidential and proprietary methodologies, systems, processes, inventions, algorithms, procedures, techniques and work approaches, and that the performance of 2020 (ICOVIA)'s services hereunder shall not impair 2020 right to make, prepare, create, procure and market products or services now or in the future, whether or not competitive with CLIENT or its business, and shall not require 2020 to disclose any such plans to CLIENT.
8. Revisions, Maintenance and Support by 2020. 2020 shall revise, maintain and support the Program (ICOVIA) so that the Program performs in accordance with the Specifications for the subscription fee set forth in the order for the duration of this agreement. 2020 shall not be required to provide Maintenance and Support Obligations to the extent that the failure of the Program to perform according to the Specifications is caused by CLIENT changes to CLIENT systems that alter the functionality of the Software. All requests for such Services shall be directed to 2020icovia.support@2020spaces.com. 2020 shall not provide direct support to Client Company's Customers.
9. Services. In order to facilitate the use of the CLIENT's websites by Customers, 2020 will provide the Web Hosting Services for Icovia. All maintenance will whenever possible be performed during non-peak traffic periods and advanced notice will be provided whenever possible. 2020 is not responsible for general Internet delays or outages due to acts of God or nature. 2020 shall have the right at its sole discretion to subcontract all or a portion of the Web Hosting Services to qualified third parties, provided that 2020 shall remain the contact for the CLIENT with respect to the Web Hosting Services and third parties will be subject to the Terms of Agreement particularly as it relates to confidentiality.
10. Warranties
- a. 2020 agrees to use reasonable efforts to correct all significant and reproducible issues and to repair or replace at its option and without cost to CLIENT any portion of the Program (ICOVIA) not performing substantially in accordance with the Specifications. CLIENT agrees that its sole remedy, and the sole liability of 2020, for any breach by 2020 of this warranty shall be to repair or replace, at 2020's option, any portion of the Program without charge to CLIENT.
 - b. 2020 shall have no obligation to make corrections, repairs or replacements which result, in whole or in part, from (i) catastrophe, fault or negligence of CLIENT, (ii) improper or unauthorized use of the Program, (iii) use of the Program in a manner for which it was not designed, or (iv) causes external to the Program such as, but not limited to, power failure or electric power surges.
 - c. Each party represents and warrants that it has the legal power and authority to enter into this Agreement. 2020 represents and warrants that it will provide the Service in a manner consistent with general industry standards reasonably applicable to the provision thereof and that the Program will perform substantially in accordance with the Specifications under normal use and circumstances. CLIENT represents and warrants that CLIENT has not falsely identified itself nor provided any false information to gain access to the Service and that CLIENT's billing information is correct.
 - d. 2020 makes no representation, warranty, or guaranty as to the reliability, timeliness, quality, suitability, truth, availability, accuracy or completeness of the program or the service. 2020 does not represent or warrant that (a) the use of the service will be secure, timely, uninterrupted or error-free or operate in combination with any other hardware, software, system or data, (b) the service will meet client's requirements or expectations, (c) any stored data will be accurate or reliable, (d) the quality of any products, services, information, or other material purchased or obtained by client through the service will meet client's requirements or expectations, (e) errors or defects will be corrected, or (f) the service or the server(s) that makes the service available are free of viruses or other harmful components. The service and all is provided to client strictly on an "as is" basis. All conditions, representations and warranties, whether express, implied, statutory or otherwise, including, without limitation, any implied warranty of merchantability, fitness for a particular purpose, are hereby disclaimed to the maximum extent permitted by applicable law by 2020. 2020 (icovia)'s services may be subject to limitations, delays, and other problems inherent in the use of the internet and electronic communications. 2020 is not responsible for any delays, delivery failures, or other damage resulting from such problems. In no event shall 2020 be liable for special incidental or consequential damages, including, but not limited to, loss of profits, loss of data or loss of use damages, arising out of this agreement or the creation or supplying of the program and any related documentation or any intellectual property relating thereto.

11. Indemnification by CLIENT. CLIENT shall indemnify and hold 2020, its officers, directors, employees, attorneys and agents harmless from and against any and all claims, costs, damages, losses, liabilities and expenses (including reasonable attorneys' fees and costs) arising out of or in connection with: (i) a claim alleging that use of the Customer Data infringes the rights of, or has caused harm to, a third party; (ii) a claim, which if true, would constitute a violation by CLIENT of CLIENT's representations and warranties; or (iii) a claim arising from the breach of this Agreement by CLIENT, provided in any such case that 2020 (a) gives written notice of the claim promptly to CLIENT; (b) gives CLIENT sole control of the defense and settlement of the claim (provided that CLIENT may not settle or defend any claim unless CLIENT unconditionally release 2020 of all liability and such settlement does not affect 2020 business or Service); (c) provides to CLIENT all available information and assistance; and (d) has not compromised or settled such claim.
12. Indemnification by 2020. 2020 shall indemnify and hold CLIENT and CLIENT's officers, directors, employees, attorneys and agents harmless from and against any and all claims, costs, damages, losses, liabilities and expenses (including reasonable attorneys' fees and costs) arising out of or in connection with: (i) a claim alleging that the Program directly infringes a copyright, a U.S. patent issued as of the Effective Date, or a trademark of a third party; (ii) a claim, which if true, would constitute a violation by 2020 of its representations or warranties; or (iii) a claim arising from breach of this Agreement by 2020; provided that CLIENT (a) promptly give written notice of the claim to 2020; (b) give 2020 sole control of the defense and settlement of the claim (provided that 2020) may not settle or defend any claim unless it unconditionally releases CLIENT of all liability); (c) provide to 2020 all available information and assistance; and (d) have not compromised or settled such claim. 2020 shall have no indemnification obligation for claims from any infringement arising from the combination of the Services with any CLIENT's products, service, hardware or business process(s), including without limitation, the use of Customer Data or the operation of any CLIENT designated web site(s), which would not have occurred but for such combination.
13. Local Laws and Export Control. The Program may be subject to United States export controls administered by the U.S. Department of Commerce, the United States Department of Treasury Office of Foreign Assets Control, and other U.S. agencies and the export control regulations of the European Union. CLIENT and all Customers acknowledge and agree that the site shall not be used, and none of the underlying information, software, or technology may be transferred or otherwise exported or re-exported to countries as to which the United States and/or the European Union maintains an embargo (collectively, "Embargoed Countries"), or to or by a national or resident thereof, or any person or entity on the U.S. Department of Treasury's List of Specially Designated Nationals or the U.S. Department of Commerce's Table of Denial Orders (collectively, "Designated Nationals"). The lists of Embargoed Countries and Designated Nationals are subject to change without notice. By using the Service, CLIENT represents and warrants that it is not located in, under the control of, or a national or resident of an Embargoed Country or Designated National. CLIENT agrees to comply strictly with all U.S. and European Union export laws and assume sole responsibility for obtaining licenses to export or re-export as may be required. This site may use encryption technology that is subject to licensing requirements under the U.S. Export Administration Regulations, 15 C.F.R. Parts 730-774 and Council Regulation (EC) No.1334/2000. 2020 makes no representation that the Service is appropriate or available for use in other locations. If CLIENT uses the Service from outside the United States of America and/or the European Union, CLIENT is solely responsible for compliance with all applicable laws, including without limitation export and import regulations of other countries. Any diversion of the Content contrary to United States or European Union (including European Union Member States) law is prohibited.
14. Publicity. 2020 can include CLIENT's name in marketing materials with customer permission and can disclose and summarize generally the nature of its work performed for CLIENT, including using the Program as a demonstration for 2020 prospective CLIENTS.
15. CLIENT Responsibilities. CLIENT is responsible for all activity occurring under its Customer accounts and shall abide by all applicable local, state, national and foreign laws, treaties and regulations in connection with CLIENT's use of the Service, including those related to data privacy, international communications and the transmission of technical or personal data. CLIENT shall: (i) notify 2020 immediately of any unauthorized use of any password or account or any other known or suspected breach of security; (ii) report to 2020 immediately and use reasonable efforts to stop immediately any copying or distribution of Content that is known or suspected by its Customers; and (iii) not impersonate another Customer or provide false identity information to gain access to or use the Service.
16. Remedies. Because CLIENT's breach of any of its obligations set forth in this agreement hereof will irreparably harm 2020 and substantially diminish the value of 2020 proprietary rights in the Program and the Service, CLIENT agrees that if it breaches any of its obligations hereunder, 2020 shall, without limiting its other rights or remedies, be entitled to equitable relief (including, but not limited to, injunctive relief) to enforce CLIENT's obligations hereunder and to protect 2020 proprietary rights.
17. Notices. Any notices or other communications required or permitted to be given or delivered under this Agreement shall be in writing and shall be sufficiently given if (i) delivered personally, (ii) mailed by certified or registered mail return receipt requested, postage prepaid, (iii) sent by overnight guaranteed delivery service, and addressed to the Party's proper address as set forth in the beginning of this Agreement or to such other address or addressee as either Party may from time to time designate to the other by written notice. Any such notice or other communication shall be deemed to be given as of the date it is delivered to the recipient.

18. Assignment Prohibited. Neither this Agreement nor any rights or licenses granted hereunder may be assigned or delegated by CLIENT without the written consent of 2020, not to be unreasonably withheld.
19. Governing Law. The validity, construction and interpretation of this Agreement, and the rights and duties of the Parties, shall be governed by and construed in accordance with the laws of the State of New Hampshire, without regard to its conflict of laws principles, and the Parties hereto submit to the jurisdiction of the state and federal courts located within the State of New Hampshire in the determination of all disputes or matters arising under or in connection with this Agreement.
20. Miscellaneous. The Parties acknowledge and agree as follows:
- a. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, then such provision(s) shall be construed, as nearly as possible, to reflect the intentions of the invalid or unenforceable provision(s), with all other provisions remaining in full force and effect.
 - b. No joint venture, partnership, employment, or agency relationship exists between CLIENT and 2020 as a result of this agreement or use of the Service.
 - c. The failure of 2020 to enforce any right or provision in this Agreement shall not constitute a waiver of such right or provision unless acknowledged and agreed to by 2020 in writing.
 - d. This Agreement, together with any applicable Order Form, comprises the entire agreement between CLIENT and 2020 and supersedes all prior or contemporaneous negotiations, discussions or agreements, whether written or oral, between the parties regarding the subject matter contained herein.
21. Modification to Terms. 2020 reserves the right to modify the terms and conditions of this Agreement or its policies relating to the Service at any time, effective upon posting of an updated version of this Agreement on the Service and notification of Agreement changes to CLIENT's primary contact via email. Should delivery failure of the email, to the point of contact person as noted in the contract, occur and be known to 2020, 2020 will contact the CLIENT in writing and establish a new point of contact and make the modification known to the CLIENT. Continued use of the Service after any such changes and notifications shall constitute your consent to such changes.