

## ECONPTW-CUSTOMER SERVICE AGREEMENT [V.1.0]

PLEASE READ THIS AGREEMENT BEFORE USING ECONPTW'S SERVICES. BY ACCESSING OR USING ECONPTW'S SOFTWARE OR SERVICES OFFERING, YOU ("THE CUSTOMER") SIGNIFY ACCEPTANCE OF AND AGREE TO THE TERMS AND CONDITIONS OF THIS AGREEMENT. IF YOU DO NOT AGREE TO THE TERMS AND CONDITIONS OF THIS AGREEMENT, DO NOT ACCESS OR USE THE SERVICES. IF THE PARTIES HAVE A FULLY EXECUTED AGREEMENT THAT EXPRESSLY GOVERNS ORDERS FOR ECONPTW'S SOFTWARE AS A SERVICE AGREEMENT, SUCH AGREEMENT SHALL SUPERSEDE THIS AGREEMENT.

This Service Agreement ("Agreement") is entered into between Customer and KCR LLC, the sole owner of the EconPTW service and portal ("ECONPTW"), with its principal place of business at [12522 Spring Dr. Manassas, VA 20122]. ECONPTW and Customer agree that the following terms and conditions will apply to the Services provided under this Agreement and Orders placed thereunder.

## 1. DEFINITIONS

- a) "Administrator User" means each Customer employee Services interfacing with the ECONPTW system.
- b) "Customer Content" means all data and materials provided by Customer to ECONPTW for use in connection with the Services, including, without limitation, customer applications, data files, and graphics.
- c) "Documentation" means the user guides, online help, release notes, training materials and other documentation provided or made available by ECONPTW to Customer regarding the use or operation of the Services.
- d) "Host" means the computer equipment on which the Software is installed, which is owned and operated by ECONPTW or its subcontractors.
- e) "Identity Cube" means a unique collection of identity data for an individual that will be granted access to and/or managed by the Services for the purposes of providing single sign-on, managing passwords or certifying user access. Identity data may be physically or logically maintained in a single repository or in separate physical or logical repositories. Although Identity Cubes for user accounts that have been deactivated may remain in the identity management system, those inactive Identity Cubes will not be included in the number of Identity Cube licenses in use by Customer.
- f) "Other Services" means all technical and non-technical Services performed or delivered by ECONPTW under this Agreement, including, without limitation, implementation Services and other professional Services, training and education Services but excluding the Services and the Maintenance Services. Other Services will be provided on a time and material basis at such times or during such periods, as may be specified in a Schedule and mutually agreed to by the parties. All Other Services will be provided on a non-work for hire basis.
- g) "Schedule" is a written document, if applicable attached to this Agreement under Exhibit A or executed separately by ECONPTW and Customer for the purpose of purchasing Services under the terms and conditions of this Agreement
- h) "Software" means the object code version of any software to which Customer is provided access as part of the Service, including any updates or new versions, if applicable.
- i) "Services" refer to the specific ECONPTW's internet-accessible service identified in a Schedule that provides use of ECONPTW's proprietary application that is hosted by ECONPTW or its Services provider and made available to Customer. .
- j) "Service Term" shall mean that period specified in a Schedule during which Customer will have on-line access and use of the Software through ECONPTW's Services. The Service Term shall renew for successive 12- month periods unless either party delivers written notice of non-renewal to the other party at least 30 days prior to the expiration of the then-current Service Term.

## 2. SERVICES

- a) During the Service Term, Customer will receive a nonexclusive, non-assignable, royalty free, worldwide right to access and use the Services solely for your internal business operations subject

to the terms of this Agreement and up to the number of Identity Cubes documented in the Schedule.

- b) Customer acknowledges that this Agreement is a Services agreement and ECONPTW will not be delivering copies of the Software to Customer as part of the Services.

### 3. RESTRICTIONS

Customer shall not, and shall not permit anyone to:

- i. copy or republish the Services or Software,
- ii. make the Services available to any person other than authorized Identity Cube users,
- iii. use or access the Services to provide service bureau, time-sharing or other computer hosting Services to third parties,
- iv. modify or create derivative works based upon the Services or Documentation,
- v. remove, modify or obscure any copyright, trademark or other proprietary notices contained in the software used to provide the Services or in the Documentation,
- vi. reverse engineer, decompile, disassemble, or otherwise attempt to derive the source code of the Software used to provide the Services, except and only to the extent such activity is expressly permitted by applicable law, or
- vii. access the Services or use the Documentation in order to build a similar product or competitive product. Subject to the limited licenses granted herein, ECONPTW shall own all right, title and interest in and to the Software, Services, Documentation, and other deliverables provided under this Agreement, including all modifications, improvements, upgrades, derivative works and feedback related thereto and intellectual property rights therein. Customer agrees to assign all right, title and interest it may have in the foregoing to ECONPTW.

### 4. CUSTOMER RESPONSIBILITIES

- a) Assistance. Customer shall provide commercially reasonable information and assistance to ECONPTW to enable ECONPTW to deliver the Services. Upon request from ECONPTW, Customer shall promptly deliver Customer Content to ECONPTW in an electronic file in the format specified and accessible by ECONPTW.
  - i. Customer acknowledges that ECONPTW's ability to deliver the Services in the manner provided in this Agreement may depend upon the accuracy and timeliness of such information and assistance, which shall be material to this agreement.
- b) Compliance with Laws. Customer shall comply with all applicable local, state, national and foreign laws in connection with its use of the Services, including those laws related to data privacy, international communications, and the transmission of technical or personal data. Customer acknowledges that ECONPTW exercises no control over the content of the information transmitted by Customer or the Identity Cube users through the Services.
  - i. Customer shall not upload, post, reproduce or distribute any information, software or other material protected by copyright, privacy rights, or any other intellectual property right without first obtaining the permission of the owner of such rights.

- c) Unauthorized Use and/or False Information. Customer shall:
  - i. notify ECONPTW immediately of any unauthorized use of any password or user id or any other known or suspected breach of security,
  - ii. report to ECONPTW immediately and use reasonable efforts to stop any unauthorized use of the Services that is known or suspected by Customer or any Identity Cube user, and
  - iii. not provide false identity information to gain access to or use the Services.
- d) Administrator Access. Customer shall be solely responsible for the acts and omissions of its employees, executives, subcontractors, consultants and directors. ECONPTW shall not be liable for any loss of data or functionality caused directly or indirectly by any entity affiliated directly or indirectly with the Customer.
- e) Customer Input. Customer is solely responsible for collecting, inputting and updating all Customer Content stored on the Host, and for ensuring that the Customer Content does not
  - i. include anything that actually or potentially infringes or misappropriates the copyright, trade secret, trademark or other intellectual property right of any third party, or
  - ii. contain anything that is obscene, defamatory, harassing, offensive or malicious.
- f) Customer shall:
  - i. notify ECONPTW immediately of any unauthorized use of any password or user id or any other known or suspected breach of security,
  - ii. report to ECONPTW immediately and use reasonable efforts to stop any unauthorized use of the Service that is known or suspected by Customer or any Identity Cube user, and
  - iii. not provide false identity information to gain access to or use the Service.
- g) License from Customer. Subject to the terms and conditions of this Agreement, Customer shall grant to ECONPTW a limited, non-exclusive and non-transferable license, to copy, store, configure, perform, display and transmit Customer Content solely as necessary to provide the Services to Customer.
- h) Ownership and Restrictions. Customer retains ownership and intellectual property rights in and to its Customer Content. ECONPTW or its licensors retain all ownership and intellectual property rights to the Services, Software programs, and anything developed and delivered under the Agreement. Third party technology that may be appropriate or necessary for use with some ECONPTW programs is specified in the program Documentation or ordering document as applicable. Customer's right to use such third-party technology is governed by the terms of the third party technology license agreement specified by ECONPTW and not under the Agreement.
- i) Suggestions. ECONPTW shall have a royalty-free, worldwide, irrevocable, perpetual license to use and incorporate into the Services any suggestions, enhancement requests, recommendation or other feedback provided by Customer, including Users, relating to the operation of the Services.

## 5. ORDERS AND PAYMENT

- a) Orders. Customer shall order Services pursuant to a Schedule, which will define the type of Services received in detail for the fee paid. All Services acquired by Customer shall be governed exclusively by this Agreement and the applicable Schedule. In the event of a conflict between the terms of a Schedule and this Agreement, the terms of the Schedule shall take precedence.
- b) Invoicing and Payment. Unless otherwise provided in the Schedule, ECONPTW shall receive payment prior to service being provided through third-party credit card agency listed in Schedule. Except as expressly provided otherwise, fees are non-refundable. All fees are stated in United States Dollars, and must be paid by "Customer" to ECONPTW in United States Dollars.

- c) Taxes. Unless otherwise stated in Schedule, all applicable taxes are included in the Fee. Customer shall not be liable for taxes based on ECONPTW's net income, capital or corporate franchise.

## 6. TERM AND TERMINATION

- a) Term of Agreement. The term of this Agreement shall begin on the Effective Date and shall continue until terminated by either party as outlined in this Section.
- b) Termination. Either party may terminate this Agreement immediately upon a material breach by the other party that has not been cured within thirty (30) days after receipt of notice of such breach.
- c) Suspension for Non-Payment. ECONPTW reserves the right to suspend delivery of the Services if Customer fails to timely pay any undisputed amounts due to ECONPTW under this Agreement, but only after ECONPTW notifies Customer of such failure and such failure continues for fifteen (15) days. Suspension of the Services shall not release Customer of its payment obligations under this Agreement. Customer agrees that ECONPTW shall not be liable to Customer or to any third party for any liabilities, claims or expenses arising from or relating to suspension of the Services resulting from Customer's nonpayment.
- d) Suspension for Ongoing Harm. ECONPTW reserves the right to suspend delivery of the Services if ECONPTW reasonably concludes that Customer or an Identity Cube user's use of the Services is causing immediate and ongoing harm to ECONPTW or others. In the extraordinary case that ECONPTW must suspend delivery of the Services, ECONPTW shall immediately notify Customer of the suspension and the parties shall diligently attempt to resolve the issue. ECONPTW shall not be liable to Customer or to any third party for any liabilities, claims or expenses arising from or relating to any suspension of the Services in accordance with this Section 6(d). Nothing in this Section 6.(d) will limit ECONPTW's rights under Section 6(e) below.
- e) Effect of Termination.
  - i. Upon termination of this Agreement or expiration of the Term, ECONPTW shall immediately cease providing the Services and all usage rights granted under this Agreement shall terminate.
  - ii. If ECONPTW terminates this Agreement due to a breach by Customer, then Customer shall immediately pay to ECONPTW all amounts then due under this Agreement and to become due during the remaining term of this Agreement, but for such termination. If Customer terminates this Agreement due to a breach by ECONPTW, then ECONPTW shall immediately repay to Customer all pre-paid amounts for any unperformed Services scheduled to be delivered after the termination date.
  - iii. Upon termination of this Agreement and upon subsequent written request by the disclosing party, the receiving party of tangible Confidential Information shall immediately return such information or destroy such information and provide written certification of such destruction, provided that the receiving party may permit its legal counsel to retain one archival copy of such information in the event of a subsequent dispute between the parties.

## 7. SERVICE LEVEL AGREEMENT

The Service Level Agreement ("SLA") for the Services is set forth in Exhibit C hereto. The SLA sets forth Customer's sole remedies for availability or quality of the Services including any failure to meet any guarantee set forth in the SLA.

## 8. WARRANTIES

- a) Warranty. ECONPTW represents and warrants that it will provide the Services in a professional manner consistent with general industry standards and that the Services will perform substantially in accordance with the Documentation. For any breach of a warranty, Customer's exclusive remedy shall be as provided in Section 6, Term and Termination.
- b) ECONPTW WARRANTS THAT THE SERVICES WILL PERFORM IN ALL MATERIAL RESPECTS IN ACCORDANCE WITH THE DOCUMENTATION. ECONPTW DOES NOT GUARANTEE THAT THE SERVICES WILL BE PERFORMED ERROR-FREE OR UNINTERRUPTED, OR THAT ECONPTW WILL CORRECT ALL SERVICES ERRORS. CUSTOMER ACKNOWLEDGES THAT ECONPTW DOES NOT CONTROL THE TRANSFER OF DATA OVER COMMUNICATIONS FACILITIES, INCLUDING THE INTERNET, AND THAT THE SERVICE MAY BE SUBJECT TO LIMITATIONS, DELAYS, AND OTHER PROBLEMS INHERENT IN THE USE OF SUCH COMMUNICATIONS FACILITIES. THIS SECTION SETS FORTH THE SOLE AND EXCLUSIVE WARRANTY GIVEN BY ECONPTW (EXPRESS OR IMPLIED) WITH RESPECT TO THE SUBJECT MATTER OF THIS AGREEMENT. NEITHER ECONPTW NOR ANY OF ITS LICENSORS OR OTHER SUPPLIERS WARRANT OR GUARANTEE THAT THE OPERATION OF THE SERVICE WILL BE UNINTERRUPTED, VIRUS-FREE OR ERROR-FREE, NOR SHALL ECONPTW OR ANY OF ITS SERVICE PROVIDERS BE LIABLE FOR UNAUTHORIZED ALTERATION, THEFT OR DESTRUCTION OF CUSTOMER'S OR ANY USER'S DATA, FILES, OR PROGRAMS.

## 9. LIMITATIONS OF LIABILITY

NEITHER PARTY (NOR ANY LICENSOR OR OTHER SUPPLIER OF ECONPTW) SHALL BE LIABLE FOR INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOST BUSINESS, PROFITS, DATA OR USE OF ANY SERVICE, INCURRED BY EITHER PARTY OR ANY THIRD PARTY IN CONNECTION WITH THIS Agreement, REGARDLESS OF THE NATURE OF THE CLAIM (INCLUDING NEGLIGENCE), EVEN IF FORESEEABLE OR THE OTHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. PARTIES AGREE ECONPTW SHALL NOT BE LIABLE FOR ANY FAILURE OF THE CUSTOMER TO SECURE AN AWARD WHILST USING THE SERVICES. NEITHER PARTY'S AGGREGATE LIABILITY FOR DAMAGES UNDER THIS Agreement, REGARDLESS OF THE NATURE OF THE CLAIM (INCLUDING NEGLIGENCE), SHALL EXCEED THE FEES PAID OR PAYABLE BY CUSTOMER UNDER THIS Agreement DURING THE 12 MONTHS PRECEDING THE DATE THE CLAIM AROSE.

The foregoing limitations shall not apply to the parties' obligations (or any breach thereof) under Sections entitled "Restriction", "Indemnification", or "Confidentiality".

## 10. INDEMNIFICATION

- a) Indemnification by ECONPTW. If a third party makes a claim against Customer that the Services infringes any patent, copyright or trademark, or misappropriates any trade secret, or that ECONPTW's gross negligence or willful misconduct has caused bodily injury or death, ECONPTW shall defend Customer and its directors, officers and employees against the claim at ECONPTW's expense and ECONPTW shall pay all losses, damages and expenses (including reasonable attorneys' fees) finally awarded against such parties or agreed to in a written settlement agreement signed by ECONPTW, to the extent arising from the claim. ECONPTW shall have no liability for any claim based on (a) the Customer Content, (b) modification of the Services not authorized by ECONPTW, or (c) use of the Services other than in accordance with the Documentation and this Agreement. ECONPTW may, at its sole option and expense, procure for Customer the right to continue use of the Services, modify the Services in a manner that does not materially impair the functionality, or terminate the Service and repay to Customer any amount paid by Customer with respect to the Service Term following the termination date.

- b) Indemnification by Customer. If a third party makes a claim against ECONPTW that the Customer Content infringes any patent, copyright or trademark, or misappropriates any trade secret, Customer shall defend ECONPTW and its directors, officers and employees against the claim at Customer's expense and Customer shall pay all losses, damages and expenses (including reasonable attorneys' fees) finally awarded against such parties or agreed to in a written settlement agreement signed by Customer, to the extent arising from the claim.
- c) Conditions for Indemnification. A party seeking indemnification under this section shall (a) promptly notify the other party of the claim, (b) give the other party sole control of the defense and settlement of the claim, and (c) provide, at the other party's expense for out-of-pocket expenses, the assistance, information and authority reasonably requested by the other party in the defense and settlement of the claim.

## 11. CONFIDENTIALITY

- a) Definition. "Confidential Information" means any information disclosed by a party to the other party, directly or indirectly, which,
  - i. if in written, graphic, machine-readable or other tangible form, is marked as "confidential" or "proprietary," and ECONPTW will assume information inputted into its portal is considered by the Customer to be Confidential unless it falls under the exceptions of section 11(c) below.
  - ii. if disclosed orally or by demonstration, is identified at the time of initial disclosure as confidential and is confirmed in writing to the receiving party to be "confidential" or "proprietary" within 30 days of such disclosure,
  - iii. is specifically deemed to be confidential by the terms of this Agreement, or
  - iv. reasonably appears to be confidential or proprietary because of the circumstances of disclosure and the nature of the information itself.
  - v. Confidential Information will also include information disclosed by third parties to a disclosing party under an obligation of confidentiality. Subject to the display of Customer Content as contemplated by this Agreement, Customer Content is deemed Confidential Information of Customer. ECONPTW software and Documentation are deemed Confidential Information of ECONPTW.
- b) Confidentiality. During the term of this Agreement and for 5 years thereafter (perpetually in the case of software), each party shall treat as confidential all Confidential Information of the other party, shall not use such Confidential Information except to exercise its rights and perform its obligations under this Agreement, and shall not disclose such Confidential Information to any third party. Without limiting the foregoing, each party shall use at least the same degree of care, but not less than a reasonable degree of care, it uses to prevent the disclosure of its own confidential information to prevent the disclosure of Confidential Information of the other party. Each party shall promptly notify the other party of any actual or suspected misuse or unauthorized disclosure of the other party's Confidential Information. Neither party shall reverse engineer, disassemble or decompile any prototypes, software or other tangible objects which embody the other party's Confidential Information and which are provided to the party hereunder. Each party may disclose Confidential Information of the other party on a need-to-know basis to its contractors who are subject to confidentiality agreements requiring them to maintain such information in confidence and use it only to facilitate the performance of their Services on behalf of the receiving party.
- c) Exceptions to Confidentiality. Confidential Information excludes information that:
  - i. is known publicly at the time of the disclosure or becomes known publicly after disclosure through no fault of the receiving party,
  - ii. is known to the receiving party, without restriction, at the time of disclosure or becomes known to the receiving party, without restriction, from a source other than the disclosing party not bound by confidentiality obligations to the disclosing party, or
  - iii. is independently developed by the receiving party without use of the Confidential Information as demonstrated by the written records of the receiving party.
  - iv. The receiving party may disclose Confidential Information of the other party to the extent such disclosure is required by law or order of a court or other governmental authority, provided that

the receiving party shall use reasonable efforts to promptly notify the other party prior to such disclosure to enable the disclosing party to seek a protective order or otherwise prevent or restrict such disclosure.

- v. Each party may disclose the existence of this Agreement and the relationship of the parties, but agrees that the specific terms of this Agreement will be treated as Confidential Information; provided, however, that each party may disclose the terms of this Agreement to those with a need to know and under a duty of confidentiality such as accountants, lawyers, bankers and investors.

## 12. MISCELLANEOUS

- a) Non-Exclusive Service. Customer acknowledges that Services is provided on a non-exclusive basis. Nothing shall be deemed to prevent or restrict ECONPTW's ability to provide the Services or other technology, including any features or functionality first developed for Customer, to other parties.
- b) Personal Data. Customer hereby acknowledges and agrees that ECONPTW's performance of this Agreement may require ECONPTW to process, transmit and/or store Customer personal data or the personal data of Customer employees and Affiliates. By submitting personal data to ECONPTW, Customer agrees that ECONPTW and its Affiliates may process, transmit and/or store personal data only to the extent necessary for, and for the sole purpose of, enabling ECONPTW to perform its obligations to under this Agreement. In relation to all Personal Data provided by or through Customer to ECONPTW, Customer will be responsible as sole Data Controller for complying with all applicable data protection or similar laws that regulate the processing of Personal Data and special categories of data. Customer agrees to obtain all necessary consents and make all necessary disclosures before including Personal Data in Content and using the Enabling Software and ECONPTW . Customer confirms that Customer is solely responsible for any Personal Data that may be contained in Content, including any information that any ECONPTW User shares with third parties on Customer's behalf. Customer is solely responsible for determining the purposes and means of processing Customer Personal Data by ECONPTW under this Agreement, including that such processing according to Customer's instructions will not place ECONPTW in breach of applicable data protection laws. Prior to processing, Customer will inform ECONPTW about any special categories of data contained within Customer Personal Data and any restrictions or special requirements in the processing of such special categories of data, including any cross border transfer restrictions. Customer is responsible for ensuring that the ECONPTW meets such restrictions or special requirements. ECONPTW to process any Personal Data that meets the requirements set forth in this Section according to these Terms of Use.
- c) 12.3 ECONPTW Personal Data Obligations. In performing the Services, ECONPTW will comply with the ECONPTW Services Privacy Policy, which is available at <http://www.ECONPTW.com/privacy-policy> and incorporated herein by reference. The ECONPTW Services Privacy Policy is subject to change at ECONPTW's discretion; however, ECONPTW policy changes will not result in a material reduction in the level of protection provided for Customer data during the period for which fees for the Services have been paid. The Services policies referenced in this Agreement specify our respective responsibilities for maintaining the security of Customer data in connection with the Services.
  - a. ECONPTW reserves the right to provide the Services from Host locations, and/or through use of subcontractors, worldwide. ECONPTW subscribes to the United States/European Union Safe Harbor Principles, and as a result, appears on the U.S. Department of Commerce Safe Harbor list (available at <http://www.export.gov/safeharbor>) as of the effective date of this Agreement. ECONPTW's Safe Harbor certification specifically includes ECONPTW's performance of Services for customer provided personal information. ECONPTW will only process Customer Personal Data in a manner that is reasonably necessary to provide Services and only for that purpose. ECONPTW will only process Customer Personal Data in delivering ECONPTW . Customer agrees to provide any notices and obtain any consent related to ECONPTW's use of the data for provisioning the Services, including those related to the collection, use, processing, transfer and disclosure of personal information. Customer shall have sole responsibility for the accuracy, quality, integrity, legality, reliability, and appropriateness. Customer retains ownership of all of Customer data.
- d) Assignment. Neither party may assign this Agreement or any right under this Agreement, without the consent of the other party, which consent shall not be unreasonably withheld or delayed; provided

- however, that either party may assign this Agreement to an acquirer of all or substantially all of the business of such party to which this Agreement relates, whether by merger, asset sale or otherwise. This Agreement shall be binding upon and inure to the benefit of the parties' successors and permitted assigns. Either party may employ subcontractors in performing its duties under this Agreement, provided, however, that such party shall not be relieved of any obligation under this Agreement.
- e) Notices. Except as otherwise permitted in this Agreement, notices under this Agreement shall be in writing and shall be deemed to have been given (a) five (5) business days after mailing if sent by registered or certified U.S. mail, (b) when transmitted if sent by facsimile, provided that a copy of the notice is promptly sent by another means specified in this section, or (c) when delivered if delivered personally or sent by express courier service. All notices shall be sent to the other party at the address set forth on the cover page of this Agreement.
  - f) Force Majeure. Each party will be excused from performance for any period during which, and to the extent that, such party or any subcontractor is prevented from performing any obligation or Service, in whole or in part, as a result of causes beyond its reasonable control, and without its fault or negligence, including without limitation, acts of God, strikes, lockouts, riots, acts of terrorism or war, epidemics, communication line failures, and power failures.
  - g) Waiver. No waiver shall be effective unless it is in writing and signed by the waiving party. The waiver by either party of any breach of this Agreement shall not constitute a waiver of any other or subsequent breach.
  - h) Severability. If any term of this Agreement is held to be invalid or unenforceable, that term shall be reformed to achieve as nearly as possible the same effect as the original term, and the remainder of this Agreement shall remain in full force.
  - i) Entire Agreement. This Agreement (including all Schedules and exhibits) contains the entire agreement of the parties and supersedes all previous oral and written communications by the parties, concerning the subject matter of this Agreement. This Agreement may be amended solely in a writing signed by both parties. Standard or printed terms contained in any purchase order or sales confirmation are deemed rejected and shall be void unless specifically accepted in writing by the party against whom their enforcement is sought; mere commencement of work or payment against such forms shall not be deemed acceptance of the terms.
  - j) Survival. Sections 3, 6, and 8 through 12 of this Agreement shall survive the expiration or termination of this Agreement for any reason.
  - k) Publicity. ECONPTW may include Customer's name and logo in its customer lists and on its website. Upon signing, ECONPTW may issue a high-level press release announcing the relationship and the manner in which Customer will use the ECONPTW solution. ECONPTW shall coordinate its efforts with appropriate communications personnel in Customer's organization to secure approval of the press release if necessary.
  - l) Export Regulations. Export laws and regulations of the United States and any other relevant local export laws and regulations apply to the Services. Customer agrees that such export control laws govern its use of the Services (including technical data) and any Services deliverables provided under this Agreement, and Customer agrees to comply with all such export laws and regulations. Customer agrees that no data, information, software programs and/or materials resulting from Services (or direct product thereof) will be exported, directly or indirectly, in violation of these laws.
  - m) No Third Party Beneficiaries. This Agreement is an agreement between the parties, and confers no rights upon either party's employees, agents, contractors, partners of customers or upon any other person or entity.
  - n) Independent Contractor. The parties have the status of independent contractors, and nothing in this Agreement nor the conduct of the parties will be deemed to place the parties in any other relationship. Except as provided in this Agreement, neither party shall be responsible for the acts or omissions of the other party or the other party's personnel.
  - o) Statistical Information. ECONPTW may anonymously compile statistical information related to the performance of the Services for purposes of improving the service, provided that such information does not identify Customer's data or include Customer's name.
  - p) Governing Law. This Agreement shall be governed by the laws of the State of Virginia, excluding its conflict of law principles. The United Nations Convention on Contracts for the International Sale of Goods shall not apply.



- q) Compliance with Laws. ECONPTW shall comply with all applicable local, state, national and foreign laws in connection with its delivery of the Services, including those laws related to data privacy, international communications, and the transmission of technical or personal data
- r) Dispute Resolution. Customer's satisfaction is an important objective to ECONPTW in performing its obligations under this Agreement. Except with respect to intellectual property rights, if a dispute arises between the parties relating to the interpretation or performance of this Agreement or the grounds for the termination hereof, the parties agree to hold a meeting within twenty (20) days of written request by either party, attended by individuals with decision-making authority, regarding the dispute, to attempt in good faith to negotiate a resolution of the dispute prior to pursuing other available remedies. If, within 20 days after such meeting, the parties have not succeeded in resolving the dispute, parties agree to resolve the issue by means of arbitration
  - a. Where the parties are unable to resolve a dispute by means of negotiation, the dispute shall be finally settled by arbitration conducted in accordance with the rules of the American Arbitration Association ("AAA"), then in effect. Such disputes will be resolved by (1) arbitrator as determined herein under the AAA Rules. Both parties shall agree upon the selection of the sole arbitrator and each party shall bear its own legal costs.
- s) Signatures. This Agreement may be executed in multiple counterparts, each of which when executed will be an original, and all of which, when taken together, will constitute one agreement. Delivery of an executed counterpart of a signature page of this Agreement by facsimile or other electronic transmission (including via pdf) will be effective as delivery of a manually executed counterpart.

## EXHIBIT A SCHEDULE A-1 SERVICE &amp; PRICE SCHEDULE

This Schedule No. A-1 ("Schedule"), effective upon the Agreement Effective Date, documents the Services (defined below) being purchased by Customer under the terms and conditions of the Agreement upon acceptance of this agreement, between ECONPTW and "Customer".

## 1. Services:

The Service includes one or more of the following service offerings:

- Proprietary Price-to-win analysis of "Customer's" Input
- Single Sign-On (SSO) \*
- Password Management \*
- Access Certification \*
- Multi-factor authentication \*

\* All included prior to the fee being charged

## 2. Identity Cubes:

ECONPTW's hosted, internet-accessible, on-demand identity and access management Services for ECONPTW's Services for up to 1000 Identity Cubes per "Customer."

## 3. Service Term:

The term begins upon the Schedule Effective Date and is indefinite or until either ECONPTW or "Customer" ends the term according to the Terms of Service agreement.

## 4. Schedule Value: (all fees are in U.S. dollars and include applicable taxes)

The total value of this Schedule is \$ 475 to access the Services listed above. This schedule will be executed up submission and confirmation of "Customer."

## 5. Return/Refund Policy

All ECONPTW sales are final due to the nature of the service provided. One the order is confirmed, the service is executed immediately and cannot be retracted.

If Customer needs billing information or has question, the contact is: [support@econptw.com](mailto:support@econptw.com)

## 6. Third-Party Vendor

All transaction for the Service will be through Stripe, Inc. Their Terms of Service and Privacy Policy can be found here: <https://stripe.com/privacy>