MASTER SERVICES AGREEMENT

This Master Services Agreement ("**Master Agreement**") is entered into between Social Solutions Global, Inc ("**SSG**") and the Client identified in the signature block below, effective as of July 1, 2017 ("**Effective Date**").

1   DEFINITIONS

"**Agreement**" means this Master Agreement, Order Forms, statements of work, and other attachments and exhibits attached thereto.

"**Authorized Users**", "**Authorized Purpose**" are defined in the applicable Order Form.

"**Confidential Information**" is defined in section 9.

"**Content**" means information, data, text, software, music, sound, photographs, graphics, video messages or other material to which Client is provided access by SSG through the Products.

"**Customer Data**" means any data, information, or material Client or any authorized user provides or submits through the SaaS Service.

"**Customizations**" means modifications to the Products or custom work or content developed by or on behalf of SSG pursuant to a Professional Services engagement hereunder

"**Documentation**" means the user instructions, release notes, manuals and on-line help files as updated by SSG from time to time, in the form generally made available by SSG, regarding the use of the SaaS Services.

"**Error**" means a material failure of the SaaS Service to conform to its functional specifications described in the Documentation, which is reported by Client and replicable by SSG.

"**Independent Customer Activity**" means: (i) use of equipment by Client not provided or previously approved by SSG; or (ii) negligent acts or omissions or willful misconduct by Client or its Authorized Users.

"**Internet Unavailability**" means Client's inability to access, or SSG inability to provide, the SaaS Service through the Internet due to causes outside of SSG direct control, including, but not limited to: (i) failure or unavailability of Internet access; (ii) unauthorized use, theft or operator errors relating to telephone, cable or Internet service provider; (iii) bugs, errors, configuration problems or incompatibility of equipment or services relating to Client's computer or network; or (iv) failure of communications networks or data transmission facilities, including without limitation wireless network interruptions.

"**License Metrics**" means the limitation on the usage of SaaS Services as designated and/or defined in the applicable Order Form or the financial metric used to calculate applicable fees, and designated by a term such as the number of "users", "agencies", "revenues" and the like.

"**Order Form**" is defined in section 2.2.

"**Products**" means collectively software programs (including updates and Documentation), Content, Customizations and all toolkits and any other programs provided by SSG hereunder, training materials, tutorials and related documentation provided by SSG in connection with the performance of Services.

"**Professional Services**" means data conversion, data mapping, implementation, site planning, configuration, integration and deployment of the SaaS Services, custom development, customizations, training, project management and other consulting services.

"**SaaS Services**" means the software as a service and other services identified in the Order Form and associated Support.

"**Services**" means collectively SaaS Services and Professional Services.

Service Level Agreement" means service level agreement(s) that we offer with respect to the SaaS Services as they may be updated by SSG from time to time. The service level agreement for ETO is located at:

https://www.dropbox.com/s/dbpyz7r4nq9rxzw/SSG%20SLA.pdf?dl=0

The service level agreement for Apricot is located at:

https://www.dropbox.com/s/7q07nqqwkozm615/SSG%20Apricot%20SLA.pdf?dl=0

"**Support**" is defined in section 3.7.

"**Term**" is defined in section 11.2.

2   PURPOSE AND SCOPE

2.1   Purpose. This Master Agreement establishes the general terms and conditions to which the parties have agreed with respect to the provision of Services by SSG to Client. Additional terms for the purchase of a specific Service are set forth in the Order Form. The parties acknowledge receipt of and agree to be bound by the terms and conditions of the Agreement. All pre-printed or standard terms of any Client purchase order or other business processing document shall have no effect.

2.2   Incorporation of Order Forms. "Order Form" means the document(s), regardless of actual name, executed by the parties which incorporates by reference the terms of this Master Agreement, and describes order-specific information, such as description of Services ordered, License Metrics, fees, and milestones. At any time after execution of the initial Order Form, Client may purchase additional Services or otherwise expand the scope of Services granted under an Order Form, upon SSG's receipt and acceptance of a new Order Form specifying the foregoing.

2.3   Order of Precedence. To the extent any terms and conditions of this Master Agreement conflict with the terms and conditions of an Order Form, the terms and conditions of the Master Agreement shall control, except where the Order Form expressly states the intent to supersede a specific portion of the Master Agreement.

3   SERVICES

3.1   Generally. Subject to Client's and its Authorized Users' compliance with the Agreement and timely payment of the applicable fees, SSG shall make the SaaS Service available to Client and its Authorized Users in accordance with the applicable Service Level Agreement, the terms of this Master Agreement and the applicable Order Form during the Term.

3.2   Environment. SSG will provide Client online access to and use of the SaaS Service(s) via the Internet by use of a SSG-approved Client-provided browser. The SaaS Service will be hosted on a server that is maintained by SSG or its designated third party supplier or data center. Client is solely responsible for obtaining and maintaining at its own expense, all equipment needed to access the SaaS Services, including but not limited to Internet access, adequate bandwidth and encryption technology.

3.3   Changes. Access is limited to the version of the Products in SSG's production environment. SSG regularly updates the SaaS Services and reserves the right to discontinue, add and/or substitute functionally equivalent features in the event of product unavailability, end-of-life, or changes to software requirements. SSG will notify Client of any material change to or discontinuance of the SaaS Services.

3.4   Security; Back-Ups. Without limiting Client's obligations under Section 4.4, SSG will implement reasonable and appropriate measures designed to secure Customer Data against accidental or unlawful loss, access or disclosure. SSG will perform back-ups in accordance with the Service Level Agreement.

3.5   Storage Space. SSG shall provide storage space for Client's use of the SaaS Service up to the amount set forth on the applicable Order Form. Additional storage space, if required, is subject to additional charges at SSG's then prevailing rates.

3.6   Service Availability. SSG shall use commercially reasonable efforts to make the Service generally available in accordance with the Service Level Agreement applicable each Service ("Service Availability"). Service Availability does not include interruption of Service as a result of (i) planned downtime for maintenance (ii) Internet Unavailability, (iii) Independent Customer Activity or (iv) force majeure events or other events that are not under SSG's control.

3.7   Support Services. We shall provide the level of Support specified in the Order Form for the Service. Support services provided by SSG as part of SaaS Services include (i) technical support and workarounds so that the SaaS Services operate in material conformance with the Documentation, and (ii) the provision of updates thereto, if and when available, all of which are provided under SSG Support policies (as may be amended by SSG from time to time) in effect at the time the Support services are provided ("**Support**"). For the avoidance of doubt, Support excludes Professional Services. Updates include bug fixes, patches, Error corrections, minor and major releases, non-new platform changes, or modifications or revisions that enhance existing performance. Updates exclude new products, modules or functionality for which SSG generally charges a separate fee. Support is provided solely to the number of named Administrators set forth on the Order Form.

SSG is under no obligation to provide Support with respect to: (i) Services that have been altered or modified by anyone other than SSG or its licensors; (ii) Services used other than in accordance with the Documentation; (iii) discrepancies that do not significantly impair or affect the operation of the Service; (iv) errors or malfunction

caused by Client or its Authorized Users' failure to comply with the minimum system requirement documentation as provided by SSG or by use of non-conforming data, or by Independent Customer Activity; or (vi) errors and malfunction caused by any systems or programs not supplied by SSG.

3.8   Support Exclusions. For the avoidance of doubt, updates to the SaaS Services are subsequent releases to the standard SSG products, excluding Customizations. SSG reserves the right to charge Client for any reintegration work required to make Customizations compatible with future versions/releases. THE DELIVERABLES AND CUSTOMIZATIONS ARE NOT SUBJECT TO THE SUPPORT PLAN FOR THE SAAS SERVICES. Support for the Customizations, if available, may be obtained from SSG subject to payment of applicable fees.

3.9   Professional Services. SSG will perform the mutually agreed upon Professional Services for Client described in one or more work orders, work authorizations or statements of work or Order Forms (collectively *"SOW"*) as the parties may agree to in writing from time to time. Each SOW, once executed by the authorized representatives of the parties, shall become a part of the Agreement. Either party may propose a change order to add to, reduce or change the work ordered in the SOW. Each change order shall specify the change(s) to the Professional Services or deliverables, and the effect on the time of performance and on the fees owed to SSG, due to the change. Once executed by both parties, a change order shall become a part of the SOW.

3.10   Cooperation. Client shall provide SSG with good faith cooperation and access to such information, facilities, personnel and equipment as may be reasonably required by SSG in order to provide the Services, including, but not limited to, providing security access, information, and software interfaces to Client's applications, and Client personnel, as may be reasonably requested by SSG from time to time. Client acknowledges and agrees that SSG's performance is dependent upon the timely and effective satisfaction of Client's responsibilities hereunder and timely decisions and approvals of Client in connection with the Services. SSG shall be entitled to rely on all decisions and approvals of Client. Client will follow the instructions and reasonable policies established by SSG from time to time and communicated to Client.

4   USING THE SAAS SERVICES

4.1   Authorized Users. Client shall limit access to the SaaS Services to Authorized Users and use the SaaS Services solely for the Authorized Purpose, as defined in the Order Form. Authorized Users are required to accept the terms and conditions of SSG's on-line, "click through" end-user license agreement, as may be amended or restated from time to time by SSG.

4.2   License Metrics. Use of the SaaS Service is subject to License Metrics, as set forth in the Order Form. Additional License Metrics must be purchased in the event actual use exceed the licensed quantity, at SSG's then prevailing prices. Additional License Metrics, if any, are prorated for the remainder of the then-current Term of the applicable Order Form. Client may not decrease the number of License Metrics during the Initial Term or any Renewal Term.

4.3   Acceptable Use Policy. Client acknowledges and agrees that SSG does not monitor or police the content of communications or data of Client or its users transmitted through the Services, and that SSG shall not be responsible for the content of any such communications or transmissions. Client shall use the Services exclusively for authorized and legal purposes, consistent with all applicable laws and regulations and SSG's policies. Client agrees not to post or upload any content or data which (a) is libelous, defamatory, obscene, pornographic, abusive, harassing or threatening; (b) violates the rights of others, such as data which infringes on any intellectual property rights or violates any right of privacy or publicity; or (c) otherwise violates any applicable law. SSG may remove any violating content posted or transmitted through the SaaS Services, without notice to Client. SSG may suspend or terminate any user's access to the SaaS Services upon notice in the event that SSG reasonably determines that such user has violated the terms and conditions of this Agreement.

4.4   Security. Client will not: (a) breach or attempt to breach the security of the SaaS Services or any network, servers, data, computers or other hardware relating to or used in connection with the SaaS Services, or any third party that is hosting or interfacing with any part of the SaaS Services; or (b) use or distribute through the SaaS Services any software, files or other tools or devices designed to interfere with or compromise the privacy, security or use of the SaaS Services or the operations or assets of any other customer of SSG or any third party. Client will comply with the user authentication requirements for use of the SaaS Services. Client is solely

responsible for monitoring its authorized users' access to and use of the SaaS Services. SSG has no obligation to verify the identity of any person who gains access to the SaaS Services by means of an access ID. Any failure by any authorized user to comply with the Agreement shall be deemed to be a material breach by Client, and SSG shall not be liable for any damages incurred by Client or any third party resulting from such breach. Client must immediately take all necessary steps, including providing notice to SSG, to effect the termination of an access ID for any authorized user if there is any compromise in the security of that access ID or if unauthorized use is suspected or has occurred.

4.5   Customer Data. Client has sole responsibility for the legality, reliability, integrity, accuracy and quality of the Customer Data.

4.6   Third-Party Providers. Certain third-party providers, some of which may be listed on SSG website, offer products and services related to the Service, including implementation, customization, and other consulting services and applications (both offline and online) that work in conjunction with the SaaS Services, such as by exchanging data with the Service or by offering additional functionality. SSG is not responsible for any exchange of data or other interaction or transaction between Client and a third-party provider, including purchase of any product or service, all of which is solely between Client and the third-party provider.

4.7   Links. The SaaS Service may contain links to other websites or resources. Client acknowledges and agree that SSG is not responsible or liable for (a) the availability or accuracy of such sites or resources; or (b) the content, advertising, or products on or available from such website or resources. The inclusion of any link on the Service does not imply that SSG endorses the linked website. Client uses the links at its own risk.

4.8   End-User Violations. Client shall ensure that all Authorized Users use the Services in accordance with the Agreement and be responsible for any breach of the Agreement by such Users and all activities that occur under Client's and its users' accounts. If Client becomes aware of any violation by a user, it will immediately terminate such User access to the Customer Data and/or the Services.

4.9   Training. It is Client's responsibility to ensure that all appropriate users receive initial training services sufficient to enable Client to effectively use the SaaS Services, as applicable. Failure to do so could result in additional fees if service requests are deemed excessive as a result of insufficient training, at SSG's discretion. Support Services may not be used as a substitute for training.

5   FEES, TAXES & PAYMENTS

5.1   General. Fees and payment terms are specified in the applicable Order Form. All fees are in United States Dollars and exclude taxes. Client shall be responsible for payment of all taxes (excluding those on SSG's net income) relating to the provision of the Services. Except as otherwise expressly specified in the Order Form, all recurring fees payment obligations start from the execution of the Order Form. SSG may increase recurring fees at any time upon 60 days prior written notice. Unless otherwise specified in the Order Form, payment of all fees is due 30 days after the invoice date. Interest accrues on past due balances at the lesser of 1½% per month or the highest rate allowed by law. Failure to make timely payments shall be a material breach of the Agreement and SSG will be entitled to suspend any or all of its performance obligations hereunder in accordance with the provisions of section 11.4 and/or to modify the payment terms, and to request full payment before any additional performance is rendered by SSG. Client shall reimburse SSG for expenses incurred, including interest and reasonable attorney fees, in collecting amounts due SSG hereunder that are not under good faith dispute by Client. Amounts paid or payable for SaaS Services are not contingent upon the performance of any Professional Services. Client agrees that its purchases hereunder are neither contingent on the delivery of any future functionality or features nor dependent on any oral or written comments made by SSG regarding future functionality or features

5.2   Professional Services. On a "Time and Materials" engagement, if an estimated total amount is stated in the Order Form or SOW, that amount is solely a good-faith estimate for Client's budgeting and SSG's resource scheduling purposes and not a guarantee that the work will be completed for that amount. Professional Services purchased must be used within, and prices quoted are valid for a period of one year following the effective date of the Order Form. Hours that are not used or have expired are non-refundable.

5.3   Travel and Lodging Expenses. SSG's reasonable travel and lodging expenses incurred by SSG in the performance of Services on Client's site will be billed separately at actual cost.

6 PROPRIETARY RIGHTS

6.1 Ownership and Limited License. The Products and all equipment, infrastructure, websites and other materials provided by SSG in the performance of Services will at all times remain the exclusive, sole and absolute property of SSG or its licensors. Client does not acquire any right, title, or interest in or to such Products and equipment and materials. Client's right to use the Products and Services is personal, and non-transferable, non-exclusive and limited to the Term and the Authorized Purpose. All rights, title and interest in or to any copyright, trademark, service mark, trade secret, and other proprietary right relating to the Products and Services and the related logos, product names, etc. and all rights not expressly granted are reserved by SSG and its licensors. Client may not obscure, alter or remove any copyright, patent, trademark, service mark or proprietary rights notices on any Products or other materials.

6.2 Restrictions. Client shall use the Services only for the Authorized Purpose. Client shall not itself, or through any affiliate, employee, consultant, contractor, agent or other third party: (i) sell, resell, distribute, host, lease, rent, license or sublicense, in whole or in part, the Products or Services; (ii) decipher, decompile, disassemble, reverse assemble, modify, translate, reverse engineer or otherwise attempt to derive source code, algorithms, tags, specifications, architecture, structure or other elements of the Products or Services, in whole or in part, for competitive purposes or otherwise; (iii) allow access to, provide, divulge or make available the Services to any user other than Authorized Users; (iv) write or develop any derivative works based upon the Products or Services; (v) modify, adapt, tamper with or otherwise make any changes to the Products or Services or any part thereof; (vi) obliterate, alter, or remove any proprietary or intellectual property notices from the Products or Services; (vii) create Internet "links" to or from the Service, or "frame" or "mirror" any Content, (viii) use the Services to provide processing services to third parties, or otherwise use the same on a 'service bureau' basis; (ix) disclose or publish, without SSG's prior written consent, performance or capacity statistics or the results of any benchmark test performed on the Products or Services; or (x) otherwise use or copy the same except as expressly permitted herein.

6.3 Customer Data. Client owns all Customer Data. However, Client agrees that SSG may access user accounts, including Customer Data, to respond to service or technical problems or at Client's request and SSG may compile, use and disclose without restrictions user statistics and Customer Data in aggregate and anonymous form only. Client, not SSG, shall have sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness, and intellectual property ownership or right to use of all Customer Data.

7 WARRANTIES AND DISCLAIMERS.

7.1 Client represents and warrant that it has the right to use the Customer Data.

7.2 SSG warrants that the SaaS Service, as updated by SSG and used in accordance with the Documentation, shall perform substantially in accordance with the Documentation under normal use and circumstances and that the other Services shall be performed in a manner consistent with general industry standards reasonably applicable to the provision thereof. SSG is not responsible for any claimed breach of any warranty set forth in this Section caused by: (i) modifications made to the SaaS Services or the Products by anyone other than SSG; (ii) the combination, operation or use of the hosted SSG Software with any items not certified by SSG; (iii) SSG's adherence to Client's specifications or instructions; (iv) Errors caused by or related to Internet Unavailability, Customizations or Independent Customer Activity; or (v) Client deviating from the Service operating procedures described in the Documentation. Correction for defects or issues traceable to the above warranty exclusions shall be billed at SSG's standard time and material charges.

7.3 Disclaimers. SSG, ITS LICENSORS AND SUPPLIERS EXPRESSLY DISCLAIM TO THE MAXIMUM EXTENT PERMITTED BY LAW, ALL OTHER WARRANTIES, EITHER EXPRESS OR IMPLIED. SSG MAKES NO WARRANTY OR REPRESENTATION WITH RESPECT TO THE SERVICES, PRODUCTS AND ANY RELATED INSTALLATION, CONFIGURATION, MAINTENANCE OR OTHER SUPPORT SERVICES, EXPRESS OR IMPLIED, AT LAW OR OTHERWISE, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT, ALL OF WHICH ARE HEREBY DISCLAIMED TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW. WITHOUT LIMITING THE FOREGOING SSG MAKES NO PROMISE: (A) AS TO THE RELIABILITY, TIMELINESS, QUALITY, SUITABILITY, TRUTH, AVAILABILITY, ACCURACY, OR COMPLETENESS OF THE SERVICES OR ANY CONTENT, ALL OF WHICH ARE PROVIDED STRICTLY ON AN "AS IS" AND "AS AVAILABLE" BASIS; (B) AS TO ANY THIRD-PARTY PROVIDER OR ANY OF ITS PRODUCTS OR SERVICES, WHETHER OR NOT SSG MAY HAVE DESIGNATED IT OR ITS PRODUCTS OR SERVICES AS "CERTIFIED," "VALIDATED," OR OTHERWISE; (C) THAT THE USE OF THE PRODUCTS AND SERVICES SHALL BE SECURE, UNINTERRUPTED, OR ERROR-FREE OR OPERATE IN COMBINATION WITH ANY OTHER HARDWARE, SOFTWARE, SYSTEM OR DATA; (D) THAT THE PRODUCTS AND SERVICES SHALL MEET CLIENT'S REQUIREMENTS OR EXPECTATIONS; (E) THAT ANY CUSTOMER DATA SHALL BE ACCURATELY OR RELIABLY STORED, (F) THAT ALL ERRORS OR DEFECTS SHALL BE CORRECTED, OR (G) THAT THE SERVICE SHALL BE FREE OF ANY VIRUS OR OTHER HARMFUL COMPONENT, ALTHOUGH SSG SHALL NOT KNOWINGLY INSERT ANY SUCH HARMFUL CODE.

8 INDEMNITY

8.1 SSG Indemnity. SSG shall defend, indemnify and hold Client, and its affiliates, officers, directors, employees, and agents harmless against any damages payable to any third party in any such suit or cause of action, alleging that a SaaS Service as used in accordance with this Agreement infringes the U.S. patent or copyright of any third party. If a SaaS Service is held or believed to infringe on a U.S. patent or copyright of a third party, SSG may, in its sole discretion, (a) modify it to be non-infringing, (b) obtain for Client a license to continue using the affected Service, or (c) if neither (a) nor (b) are practical in SSG's sole judgment, terminate the affected Service and return to Client the unused portion of any fees paid for the affected Service. The foregoing obligations of SSG do not apply (i) to the extent that the allegedly infringing SaaS Service or portions or components thereof or modifications thereto result from any change made by Client or any third party for the Client, (ii) if the infringement claim could have been avoided by using an unaltered current version of a Product which was provided by SSG, (iii) to the extent that an infringement claim is based upon any information, design, specification, instruction, software, data, or material not furnished by SSG, or any material from a third party portal or other external source that is accessible to Client within or from the SaaS Service (e.g., a third party Web page accessed via a hyperlink), (iv) to the extent that an infringement claim is based upon the combination of any material with any products or services not provided by SSG, or (v) to the extent that an infringement claim is caused by the provision by Client to SSG of materials, designs, know-how, software or other intellectual property with instructions to SSG to use the same in connection with the SaaS Service.

8.2 Client Indemnity. Client shall defend, indemnify and hold SSG, its licensors, and its and their respective parents, subsidiaries, affiliates, officers, directors, employees, and agents harmless from and against any and all losses arising out of or in connection with a third party claim concerning (a) the Customer Data or the combination of the Customer Data with other applications, content or processes, including any claim involving alleged infringement or misappropriation of third-party rights by the Customer Data or by the use, development, design, production, advertising or marketing of the Customer Data; (b) any and all losses, including without limitation, data loss or damage to hardware, software and other property arising from Client's acts and omissions in using of the Service, including without limitation Independent Customer Activity; (c) Client's or its Authorized Users of the Services in violation of the terms of this Agreement or applicable law; or (d) a dispute between Client and any of its Authorized Users.

8.3 Mutual Obligations. The indemnification obligations set forth in sections 8.1 and 8.2 are subject to the following requirements: the indemnified party shall (i) take all reasonable steps to mitigate any potential damages which may result; (ii) promptly notify the other party of any and all such suits and causes of action; (iii) the indemnifying party controls any negotiations or defense of such suits and causes of action, and (iv) the indemnified party assists as reasonably required by the indemnifying party.

9 NONDISCLOSURE.
All Confidential Information (as defined below) disclosed hereunder will remain the exclusive and confidential property of the disclosing party. The receiving party will not disclose the Confidential Information of the disclosing party and will use at least the same degree of care, discretion and diligence in protecting the Confidential Information of the disclosing party as it uses with respect to its own confidential information, but in no case less than reasonable care. The receiving party will limit access to Confidential Information to its affiliates, employees and authorized representatives with a need to know and will instruct them to keep such information confidential. SSG may disclose Client's Confidential Information on a need to know basis to its subcontractors who are providing all or part of the Services. SSG may use Client's Confidential Information solely for purposes of SSG's performance of its obligations hereunder, except that SSG may use Client's Confidential Information for purposes other than the provision of Services only in an

aggregated, anonymized form, such that Client is not identified. Notwithstanding the foregoing, the receiving party may disclose Confidential Information of the disclosing party (a) to the extent necessary to comply with any law, rule, regulation or ruling applicable to it, and (b) as required to respond to any summons or subpoena or in connection with any litigation, provided the receiving party gives the disclosing party prior notice of such compelled disclosure (to the extent legally permitted) and reasonable assistance, at the disclosing party's cost, if the disclosing party wishes to contest the disclosure. Upon the request of the disclosing party, the receiving party will return or destroy all Confidential Information of the disclosing party that is in its possession. Notwithstanding the foregoing, SSG may retain information for regulatory purposes or in back-up files, provided that SSG's confidentiality obligations hereunder continue to apply. For purposes of this section, "Confidential Information" shall mean information designated as confidential in writing or information which ought to be in good faith considered confidential and proprietary to the disclosing party. Confidential Information of SSG and/or its licensors includes but is not limited to the terms and conditions (but not the existence) of the Agreement, all trade secrets, software, source code, object code, specifications, documentation, business plans, customer lists and customer-related information, financial information, auditors reports of any nature, proposals, as well as results of testing and benchmarking of the Services, product roadmap, data and other information of SSG and its licensors relating to or embodied in the Services. Information shall not be considered Confidential Information to the extent, but only to the extent, that the receiving party can establish that such information (i) is or becomes generally known or available to the public through no fault of the receiving party; (ii) was in the receiving party's possession before receipt from the disclosing party; (iii) is lawfully obtained from a third party who has the right to make such disclosure on a non-confidential basis; or (iv) has been independently developed by one party without reference to any Confidential Information of the other. The obligations of SSG set forth in this section 9 shall not apply to any suggestions and feedback for product or service improvement, correction, or modification provided by Client in connection with any present or future SSG product or service, and, accordingly, neither SSG nor any of its clients or business partners shall have any obligation or liability to Client with respect to any use or disclosure of such information.

10   **LIMITATION OF LIABILITY.** Notwithstanding anything to the contrary contained in this Agreement, SSG's total liability for any and all damages shall not exceed: (i) with respect to the SaaS Services, the fee (excluding implementation or other Professional Services fees) paid by Client for the initial twelve (12) month period of this Agreement, or (ii) with respect to the Professional Services, the total fees received by SSG from Client for the Professional Services pursuant to a particular SOW. The foregoing limitation shall not apply to SSG's indemnity obligation set forth in section 8.1 of the Agreement. NOTWITHSTANDING ANYTHING IN THIS AGREEMENT TO THE CONTRARY, SSG AND ITS LICENSORS AND SUPPLIERS WILL NOT BE RESPONSIBLE FOR SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR OTHER SIMILAR DAMAGES (INCLUDING, WITHOUT LIMITATION, ANY LOST PROFITS OR DAMAGES FOR BUSINESS INTERRUPTION, INACCURATE INFORMATION OR LOSS OF INFORMATION OR COST OF COVER) THAT THE CLIENT MAY INCUR OR EXPERIENCE IN CONNECTION WITH THE AGREEMENT OR THE SERVICES, HOWEVER CAUSED AND UNDER WHATEVER THEORY OF LIABILITY, EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

11   **TERM AND TERMINATION**

11.1   **Master Agreement Term.** The term of this Master Agreement shall commence on the Effective Date and shall continue in full force and effect until the expiration or termination of all Order Forms, unless otherwise terminated earlier as provided hereunder.

11.2   **SaaS Services Term.** The initial term of each of the SaaS Services is specified in the Order Form ("Initial Term") and shall automatically renew for the same length as the Initial Term unless either party gives written notice 45 days prior to the end of the Initial Term or any renewal Term of its intention to terminate the Services described in the applicable Order Form. The Initial Term and renewal terms are referred to as the "Term".

11.3   **Termination.** Either party may terminate the Agreement immediately upon written notice at any time if: (i) the other party commits a non-remediable material breach of the Agreement, or if the other party fails to cure any remediable material breach or provide a written plan of cure acceptable to the non-breaching party within 30 days of being notified in writing of such breach, except for breach of section 5 which shall have a ten (10) day cure period; or (ii) the other party ceases business operations; or (iii) the other party becomes insolvent, generally stops paying its debts

as they become due or seeks protection under any bankruptcy, receivership, trust deed, creditors arrangement, composition or comparable proceeding, or if any such proceeding is instituted against the other (and not dismissed within 90 days after commencement of one of the foregoing events). If SSG terminates this Agreement for Client's non-payment, Client agrees to pay to SSG the remaining value of the then-current initial or renewal term (that Client acknowledges as liquidated damages reflecting a reasonable measure of actual damages and not a penalty) equal to the aggregate recurring fees (as set forth in the Order Form) that will become due during the canceled portion of such Initial or renewal term. Where a party has rights to terminate, the non-breaching party may at its discretion either terminate the entire Agreement or the applicable Order Form or SOW. Order Forms and SOWs that are not terminated shall continue in full force and effect under the terms of this Agreement.

11.4   **Suspension.** SSG will be entitled to suspend any or all Services upon 10 days written notice to Client in the event Client is in breach of this Agreement. Further, SSG may suspend Client's access and use of the SaaS Services if, and so long as, in SSG's sole judgment, there is a security risk created by Client that may interfere with the proper continued provision of the SaaS Services or the operation of SSG's network or systems. SSG may impose an additional charge to reinstate service following such suspension.

11.5   SSG has no obligation to retain Customer data after three months of the expiration or termination of SaaS Services.

11.6   **Survival.** Sections $1, 2, 5, 6, 7.3, 8, 9, 10, 11,$ and 12 shall survive termination of this Agreement.

12   **MISCELLANEOUS**

12.1   **Compliance.** During the term of the Agreement and for a period of one year following its termination, SSG shall have the right to verify Client's full compliance with the terms and requirements of the Agreement. If such verification process reveals any noncompliance, Client shall reimburse SSG for the reasonable costs and expenses of such verification process incurred by SSG (including but not limited to reasonable attorneys' fees), and Client shall promptly cure any such noncompliance; provided, however, that the obligations under this section do not constitute a waiver of SSG's termination rights and do not affect SSG's right to payment for Services and interest fees related to usage in excess of the License Metrics.

12.2   **Force Majeure.** Any party hereto will be excused from performance under this Agreement for any period of time that the party is prevented from performing its obligations hereunder as a result of an act of God, war, utility or communication failures, or other cause beyond the party's reasonable control. Both parties will use reasonable efforts to mitigate the effect of a force majeure event.

12.3   **Non-Hire.** During the term of this Master Agreement and for the twelve (12) months thereafter, neither Client nor SSG shall knowingly solicit or hire for employment or as a consultant, any employee or former employee of the other party who has been actively involved in the subject matter of this Agreement.

12.4   **Waiver.** The failure of either party at any time to enforce any right or remedy available to it under this Agreement with respect to any breach or failure by the other party shall not be construed to be a waiver of such right or remedy with respect to any other breach or failure by the other party.

12.5   **Headings.** The headings used in this Agreement are for reference only and do not define, limit, or otherwise affect the meaning of any provisions hereof.

12.6   **Severability.** If any of the provisions of this Agreement shall be invalid or unenforceable, such invalidity or unenforceability shall not invalidate or render unenforceable the entire Agreement, but rather the entire Agreement shall be construed as if not containing the particular invalid or unenforceable provision or provisions, and the rights and obligations of Client and SSG shall be construed and enforced accordingly.

12.7   **Assignment.** SSG may assign the Agreement to an affiliate, a successor in connection with a merger, acquisition or consolidation, or to the purchaser in connection with the sale of all or substantially all of its assets. Client may not assign the Agreement or any of the rights or obligations under the Agreement, without the prior written consent of SSG.

12.8   **Relationship of the Parties.** The parties hereto expressly understand and agree that each party is an independent contractor in the performance of each and every part of the Agreement, is solely responsible for all of its employees and agents and its labor costs and expenses arising in connection therewith.

12.9   Governing Law. This Agreement is governed by the laws of the State of Delaware without giving effect to its conflict of law provisions. Any dispute shall be litigated in the state or federal courts located in the State of Delaware to whose exclusive jurisdiction the parties hereby consent. For purposes of establishing jurisdiction in Delaware under this Agreement, each party hereby waives, to the fullest extent permitted by applicable law, any claim that: (i) it is not personally subject to the jurisdiction of such court; (ii) it is immune from any legal process with respect to it or its property; and (iii) any such suit, action or proceeding is brought in an inconvenient forum. The Uniform Computer Information Transactions Act does not apply to this Agreement or orders placed under it.

12.10   Entire Agreement. This Agreement contains the entire agreement of the parties with respect to its subject matter and supersedes and overrides all prior agreements on the same subject matter, and shall govern all disclosures and exchanges of Confidential Information made by the parties previously hereto. This Agreement shall not be modified except by a writing signed by SSG and Client.

12.11   Use of Agents. SSG may designate any agent or subcontractor to

perform such tasks and functions to complete any services covered under this Agreement. However, nothing in the preceding sentence shall relieve SSG from responsibility for performance of its duties under the terms of this Agreement.

12.12   Publicity. Client agrees that SSG may identify Client as a recipient of Services and use its logo in sales presentations, marketing materials and press releases.

12.13   Notices. Any notice required or permitted under this Agreement or required by law must be in writing and must be (i) delivered in person, (ii) sent by first class registered mail, or air mail, as appropriate, or (iii) sent by an internationally recognized overnight air courier, in each case properly posted and fully prepaid to the contact person set forth in the Order Form. Notices shall be considered to have been given at the time of actual delivery in person, two (2) business days after deposit in the mail as set forth above, or one (1) day after delivery to an overnight air courier service, provided in each case that delivery in fact is effected. Either party may change its contact person for notices and/or address for notice by means of notice to the other party given in accordance with this section.

The parties' authorized signatories have duly executed this Agreement as of the Effective Date:

Social Solutions Global, Inc.

By: _(signature)_

Print Name: Ken Saunders

Title: CFO

Date: 1/30/18

Monterey County DSS/Differential Response

By: _(signature)_

Print Name: Elliott Robinson

Title: Director

Date: 1/27/18

(signatures) Dep Coo 1/29/17 w/Rider

Reviewed as to fiscal provisions
(signature)
Auditor-Controller
County of Monterey
12-1-17

RIDER TO MASTER SERVICES AGREEMENT

This Rider is attached to the Master Services Agreement dated effective July 1, 2017 (the "Master Services Agreement"), between the County of Monterey, a political subdivision of the State of California ("Client") and Social Solutions Global, Inc. ("SSG"), respectively, to modify the terms and conditions and to add additional terms and conditions to the Master Services Agreement. Client and SSG each may be referred to individually as a "Party" and collectively as the "Parties."

The Parties agree to modify the terms and conditions of the Master Services Agreement as follows:

1.   **Updated Terms and Conditions.** The terms and conditions set forth in the July 1, 2017 Master Services Agreement supersede and replace the terms and conditions set forth in the County of Monterey Standard Agreement between the Parties dated July 1, 2016. The updated Master Service Agreement reflects, among other things, a modification to the pricing structure, whereby Client shall be charged on a per-user basis as set forth in the Order Form under "License Metric."

2.   **Section 5.1. General.** Section 5.1 is hereby modified as follows (additions are represented by underline and deletions are represented by strikethrough): "Fees and payment terms are specified in the applicable Order Form. All fees are in United States Dollars and exclude taxes. Client shall be responsible for payment of all taxes (excluding those on SSG's net income) relating to the provision of the Services. Except as otherwise expressly specified in the Order Form, all recurring fees payment obligations start from the execution of the Order Form. SSG may increase recurring fees at any time upon 60 days prior written notice. Unless otherwise specified in the Order Form, payment of all fees is due 30 days after the invoice date. If the Client objects to any portion of an invoice, the Client shall notify SSG in writing within 30 calendar days of receipt of the invoice. The Client shall identify the specific cause of the disagreement and shall pay when due that portion of the invoice not in dispute. ~~Interest accrues on past due balances at the lesser of 1½% per month or the highest rate allowed by law.~~ Failure to make timely payments shall be a material breach of the Agreement and SSG will be entitled to suspend any or all of its performance obligations hereunder in accordance with the provisions of section 11.4 and/or to modify the payment terms, and to request full payment before any additional performance is rendered by SSG. Client shall reimburse SSG for expenses incurred, including interest and reasonable attorney fees, in collecting amounts due SSG hereunder that are not under good faith dispute by Client. Amounts paid or payable for SaaS Services are not contingent upon the performance of any Professional Services. Client agrees that its purchases hereunder are neither contingent on the delivery of any future functionality or features nor dependent on any oral or written comments made by SSG regarding future functionality or features."

3.   **Section 5.3. Travel and Lodging Expenses.** Section 5.3 is hereby modified as follows (additions are represented by underline and deletions are represented by strikethrough): "SSG's reasonable travel and lodging expenses incurred by SSG in the performance of Services on Client's site will be billed separately ~~at actual cost~~ pursuant to the Monterey County Travel and Business Expense Reimbursement Policy: http://www.co.monterey.ca.us/auditor/policies.htm."

4.   **Section 8.2. Client Indemnity.** Section 8.2 is hereby deleted.

5.   **Section 8.3. Mutual Obligations.** Section 8.3 is hereby modified as follows (additions are represented by underline and deletions are represented by strikethrough): "The indemnification obligations set forth in sections 8.1 ~~and 8.2~~ are subject to the following requirements: the indemnified party shall (i) take all reasonable steps to mitigate any potential damages which may result; (ii) promptly notify the other party of any and all such suits and causes of action; (iii) the indemnifying party controls any negotiations or defense of such suits and causes of action, and (iv) the indemnified party assists as reasonably required by the indemnifying party.

6.   **Section 9. Nondisclosure.** Section 9 is hereby modified as follows (additions are represented by underline and deletions are represented by strikethrough): "All Confidential Information (as defined below) disclosed hereunder will remain the exclusive and confidential property of the disclosing party. The receiving party will not disclose the Confidential Information of the disclosing party and will use at least the same degree of care, discretion and diligence in protecting the Confidential Information of the disclosing party as it uses with respect to its own confidential information, but in no case less than reasonable care. The receiving party will limit access to Confidential Information to its affiliates, employees and authorized representatives with a need to know and will instruct them to keep such information confidential. SSG may disclose Client's Confidential Information on a need to know basis to its subcontractors who are providing all or part of the Services. SSG may use Client's Confidential Information solely for purposes of SSG's performance of its obligations hereunder, except that SSG may use Client's Confidential Information for purposes other than the provision of Services only in an aggregated, anonymized form, such that Client is not identified. Notwithstanding the foregoing, the receiving party may disclose Confidential Information of the disclosing party (a) to the extent necessary to comply with any law, rule, regulation or ruling applicable to it, <u>including release under the California Public Records Request Act,</u> and (b) as required to respond to any summons or subpoena or in connection with any litigation, provided the receiving party gives the disclosing party prior notice of such compelled disclosure (to the extent legally permitted) and reasonable assistance, at the disclosing party's cost, if the disclosing party wishes to contest the disclosure. Upon the request of the disclosing party, the receiving party will return or destroy all Confidential Information of the disclosing party that is in its possession. Notwithstanding the foregoing, SSG may retain information for regulatory purposes or in back-up files, provided that SSG's confidentiality obligations hereunder continue to apply. For purposes of this section, **"Confidential Information"** shall mean information designated as confidential in writing or information which ought to be in good faith considered confidential and proprietary to the disclosing party. Confidential Information of SSG and/or its licensors includes but is not limited to ~~the terms and conditions (but not the existence) of the Agreement~~, all trade secrets, software, source code, object code, specifications, documentation, business plans, customer lists and customer-related information, financial information, auditors reports of any nature, proposals, as well as results of testing and benchmarking of the Services, product roadmap, data and other information of SSG and its licensors relating to or embodied in the Services. Information shall not be considered Confidential Information to the extent, but only to the extent, that the receiving party can establish that such information (i) is or becomes generally known or available to the public through no fault of the receiving party; (ii) was in the receiving party's possession before receipt from the disclosing party; (iii) is lawfully obtained from a third party who has the right to make such disclosure on a non-confidential basis; or (iv) has been independently developed by one party without reference to any Confidential Information of the other. The obligations of SSG set forth in this section 9 shall not apply to any suggestions and feedback for product or service improvement, correction, or modification provided by Client in connection with any present or future SSG product or service, and, accordingly, neither SSG nor any of its clients or business partners shall have any obligation or liability to Client with respect to any use or disclosure of such information."

7.   **Section 10. Limitation of Liability.** Section 10 is hereby modified as follows (additions are represented by underline and deletions are represented by strikethrough): "Notwithstanding anything to the contrary contained in this Agreement, SSG's total liability for any and all damages shall not exceed: (i) with respect to the SaaS Services, <u>400% of</u> the fee (excluding implementation or other Professional Services fees) paid by Client for the ~~initial~~ <u>prior</u> twelve (12) month period of this Agreement, or (ii) with respect to the Professional Services, the total fees received by SSG from Client for the Professional Services pursuant to a particular SOW. The foregoing limitation shall not apply to SSG's indemnity obligation set forth in section 8.1 of the Agreement. NOTWITHSTANDING ANYTHING IN THIS AGREEMENT TO THE CONTRARY, SSG AND ITS LICENSORS AND SUPPLIERS WILL NOT BE RESPONSIBLE FOR SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR OTHER SIMILAR DAMAGES (INCLUDING, WITHOUT LIMITATION, ANY LOST PROFITS OR DAMAGES FOR BUSINESS INTERRUPTION, INACCURATE INFORMATION OR LOSS OF INFORMATION OR COST OF COVER) THAT THE CLIENT MAY INCUR OR

EXPERIENCE IN CONNECTION WITH THE AGREEMENT OR THE SERVICES, HOWEVER CAUSED AND UNDER WHATEVER THEORY OF LIABILITY, EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES."

8. **Section 11.2. SaaS Services Term.** Section 11.2 is hereby modified as follows (additions are represented by underline and deletions are represented by strikethrough): "The ~~initial~~ term of each of the SaaS Services is specified in the Order Form ("~~Initial~~ Term") and shall ~~automatically~~ renew ~~the same length as the Initial Term unless either party gives written notice 45 days prior to the end of the Initial Term or any renewal Term of its intention to terminate the Services to the manner and extent (if any) described in the applicable Order Form~~ for additional twelve (12) month terms upon written amendment executed by both parties. The ~~Initial~~ Term and any renewal terms are referred to as the "Term"._

9. **Section 11.3 Termination.** Section 11.3 is hereby modified as follows (additions are represented by underline and deletions are represented by strikethrough): For so long as Client is paying annually in advance for any Saas Services provided under this Agreement, then Client may terminate this Agreement upon 30 days' notice to SSG. Client acknowledges that all fees paid in advance are nonrefundable. Either party may terminate the Agreement immediately upon written notice at any time if: (i) the other party commits a non-remediable material breach of the Agreement, or if the other party fails to cure any remediable material breach or provide a written plan of cure acceptable to the non-breaching party within 30 days of being notified in writing of such breach, except for breach of Section 5 which shall have a ten (10) day cure period; or (ii) the other party ceases business operations; or (iii) the other party becomes insolvent, generally stops paying its debts as they become due or seeks protection under any bankruptcy, receivership, trust deed, creditors arrangement, composition or comparable proceeding, or if any such proceeding is instituted against the other (and not dismissed within 90 days after commencement of one of the foregoing events). ~~If SSG terminates this Agreement for Client's non-payment, Client agrees to pay to SSG the remaining value of the then -current initial or renewal term (that Client acknowledges as liquidated damages reflecting a reasonable measure of actual damages and not a penalty) equal to the aggregate recurring fees (as set forth in the Order Form) that will become due during the canceled portion of such Initial or renewal term.~~ Where a party has rights to terminate, the non-breaching party may at its discretion either terminate the entire Agreement or the applicable Order Form or SOW. Order Forms and SOWs that are not terminated shall continue in full force and effect under the terms of this Agreement

10. **Section 12.7. Assignment.** Section 12.7 is hereby modified as follows (additions are represented by underline and deletions are represented by strikethrough): "SSG may assign the Agreement to an affiliate, a successor in connection with a merger, acquisition or consolidation, or to the purchaser in connection with the sale of all or substantially all of its assets, provided however, that SSG shall not be relieved of its obligations here unless such assignee assumes such obligations. Client may not assign the Agreement or any of the rights or obligations under the Agreement, without the prior written consent of SSG, which shall not be unreasonably withheld."

11. **Section 12.9. Governing Law.** Section 12.9 is hereby modified as follows (additions are represented by underline and deletions are represented by strikethrough): "This Agreement is governed by the laws of the State of ~~Delaware~~ California without giving effect to its conflict of law provisions. Any dispute shall be litigated in the state or federal courts located in the State of ~~Delaware~~ California to whose exclusive jurisdiction the parties hereby consent. For purposes of establishing jurisdiction in ~~Delaware~~ California under this Agreement, each party hereby waives, to the fullest extent permitted by applicable law, any claim that: (i) it is not personally subject to the jurisdiction of such court; (ii) it is immune from any legal process with respect to it or its property; and (iii) any such suit, action or proceeding is brought in an inconvenient forum. The Uniform Computer Information Transactions Act does not apply to this Agreement or orders placed under it."
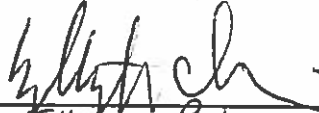
IN WITNESS WHEREOF, the Parties hereto have executed this Rider and the attached Master Services Agreement with the intent to be legally bound thereby effective July 1, 2017.

SOCIAL SOLUTIONS GLOBAL, INC.

By: _____
Name: Ken Saunders
Title: CFO

COUNTY OF MONTEREY

By: _____
Name: Elliott Robinson
Title: Director

Reviewed as to fiscal provisions

_____
Auditor-Controller
County of Monterey
12-1-17