

Tendril Master Terms and Conditions Agreement

Tendril, LLC "TENDRIL" and ("CLIENT") agree to the following.

1. Purpose of Agreement

- A. TENDRIL hereby grants CLIENT a license allowing access to TENDRIL's services for the duration of this Agreement.

2. Description of Service

- A. The Service allows CLIENT to make email or telephone connections with prospective purchasers of CLIENT services. The Service also includes ancillary software functions to manage and maximize the benefit of these telephone contacts.

3. CLIENT Rights and Restrictions

- A. During the Term of this Agreement, and upon CLIENT payment of all applicable fees, TENDRIL will enable CLIENT to access and use its system pursuant to and in accordance with the provisions of this Agreement and any Campaign Order, Campaign Agreement or Service Agreement.
- B. CLIENT represents and warrants that information it provides TENDRIL has not been obtained in violation of any third party rights, that sending emails or making telephone calls on behalf of CLIENT based on such information does not violate any national, state or local Do Not Call rule or law, or similar prohibited telephone calling list, and that an email or telephone call to such lead information will not violate any law, rule or regulation including but not limited to CANSPAM, the Telephone Consumer Protection Act, or state or federal laws regulating monitoring or recording of telephone conversations.
- C. TENDRIL reserves the right to prevent CLIENT from accessing its services if outstanding payments are due to TENDRIL from CLIENT.

- D. CLIENT may not reverse engineer, decompile or otherwise attempt to analyze or decipher any software code in connection with the service or any other aspect of TENDRIL technology.
- E. CLIENT must not modify any logo, branding or other identifying information on any TENDRIL software, user interface or documentation, and must inform its Users and employees that the system subscribed to hereunder is powered by TENDRIL.
- F. CLIENT may not resell, distribute, or otherwise use or allow use of any portion of the system on a timeshare or service bureau basis.
- G. CLIENT represents and warrants that its use of TENDRIL services shall comply with all applicable law including but not limited to laws of foreign countries for calls received in foreign countries.
- H. CLIENT shall not access and/or use any portion of the system in any manner that could damage, disable, overburden, impair or otherwise interfere with or disrupt the operation of the system or any networks or security systems of TENDRIL.
- I. CLIENT agrees that no other rights are granted hereunder except as expressly set forth in this agreement.

4. Term and Termination

- A. Term - This Agreement shall commence on the date services are requested (including trial services) or a Campaign Order is placed by CLIENT ("Effective Date") and continue until all purchased hourly units of Tendril Connect have been consumed by CLIENT.
- B. Termination for Cause - either party may terminate this Agreement immediately if the other party breaches any of its obligations under this Agreement.
- C. Effect of Termination - Upon termination of this Agreement, CLIENT will immediately discontinue all access to and use of the system and uninstall any system components. The termination of this Agreement shall not affect any claim arising prior to such termination.

5. Confidential Information

- A. Each party acknowledges that during the Term it shall have access to the confidential information and trade secrets of the other party consisting of, but not limited to, information concerning each other's methods of operations, systems, products, CLIENT lists, agent lists, and other such proprietary business information. Each party agrees not to use or disclose the confidential information ("Confidential Information") of the other. Unless expressly authorized in writing by the other party, neither party shall publicly disclose any non-public information or materials provided by the other party under this Agreement and reasonably understood to be Confidential Information, or use such Confidential Information in any manner other than to perform its obligations under this Agreement.

The foregoing restrictions do not apply to any information that (i) is in or becomes available in the public domain, (ii) is already lawfully in the receiving party's possession, (iii) was known to the receiving party prior to the date of disclosure, (iv) becomes known to the receiving party from a third party having an apparent bona fide right to disclose the information, or (v) Confidential Information that the receiving party is obligated to produce pursuant to an order of a court of competent jurisdiction or a valid administrative subpoena, providing receiving party provides disclosing party timely notice of such court order or subpoena. Furthermore, CLIENT will keep in strict confidence all passwords and other access information to the System. Each party retains ownership of its confidential information. CLIENT does not acquire any rights in the TENDRIL confidential information under this Agreement, save for CLIENT'S limited right of use as set forth herein.

6. Indemnification

- A. CLIENT hereby agrees, at its sole expense, to indemnify and hold TENDRIL and harmless from and against any loss, cost, damages, liability or expense, including but not limited to reasonable attorneys' fees, arising out of or relating to (i) a third- party claim, suit, proceeding, action of infringement based on information, data, files or other content submitted by CLIENT or otherwise related to CLIENT'S access to and/or use of the system; or (ii) any fraud or manipulation, or other breach of this Agreement by CLIENT.

7. Disclaimer of Warranties

- A. CLIENT hereby acknowledges and agrees that the system is provided by TENDRIL on an "as is" basis, and CLIENT'S access to and/or use of the system is at its sole risk. TENDRIL expressly disclaims all warranties of any kind, whether express or implied, including, but not limited to, those of merchantability, fitness for a particular purpose, and non-infringement. TENDRIL makes no warranty that the system will meet the requirements of client or that the system will be uninterrupted, timely or error-free, nor does TENDRIL make any warranty as to the results that may be obtained from the use of the system or the accuracy of any other information obtained through the system or that any defects in any software provided to client will be corrected. CLIENT understands and agrees that any material and/or data downloaded or otherwise obtained (including plugins) through the use of the system is done at the sole risk of CLIENT and that CLIENT will be solely responsible for any damage to its computer system or loss of data that results from the download of such material and/or data. No information or advice, whether oral or written, obtained by CLIENT from TENDRIL or through the system shall create any warranty not expressly made herein.

8. Limitation of Liability

- A. With the exception of section 5, confidential information, TENDRIL's maximum liability for any and all claims arising from or otherwise relating to this agreement, whether in contract or in tort, shall be limited to the amount paid to TENDRIL (if any) during the twelve month period prior to the date of any claim for the specific service which directly caused such damage. Neither party shall be liable for any indirect, special, consequential or incidental, multiple, punitive or other damages related to this Agreement (including, without limitation, loss of data, loss of income, loss of opportunity, lost profits, costs of recovery or any other damages.)

9. General Terms

- A. Successors and Assignees - This agreement binds and benefits the Company and assignees of the parties.
- B. Notices - All notices must be in writing. A notice may be delivered: (1) in person, (2) by certified mail, (3) by email, or (4) by overnight courier. Notices shall be delivered as follows: If to TENDRIL at sales@tendril.us
- C. Governing Law - This agreement will be governed by and construed in accordance with the laws of the state of California.
- D. Counterparts - This agreement may be signed by the parties in different counterparts and the signature pages combined will create a document binding on all parties.
- E. Modification - This Agreement may be modified only by a written agreement signed by all the parties.
- F. Waiver - If one party waives any term or provision of this Agreement at any time, that waiver will only be effective for the specific instance and specific purpose for which the waiver was given. If either party fails to exercise or delays exercising any of its rights or remedies under this Agreement, that party retains the right to enforce that term or provision at a later time.

G. Severability - If any court determines that any provision of this Agreement is invalid or unenforceable, any invalidity or unenforceability will affect only that provision and will not make any other provision of this Agreement invalid or unenforceable and shall be modified, amended, or limited only to the extent necessary to render it valid and enforceable. If either party brings a legal action arising out of a dispute over this Agreement, the losing party will reimburse the prevailing party for all reasonable costs and attorneys' fees incurred by the prevailing party in the lawsuit.

IN WITNESS WHEREOF, the duly authorized representatives of the parties hereto have duly executed this Agreement as of the Effective Date.

Effective Date: Jan 29, 2023

TENDRIL

By: Name of Agent

CLIENT

By: Name of Client