

SOFTWARE AS A SERVICE AGREEMENT

This Software as a Service Agreement (this “Agreement”) is made as of [Date] (the “Effective Date”) by and between Jigx, Inc., having an address of 37624 SE Fury St, Suite 203, Snoqualmie, WA 98065, USA (“Jigx”), and [Customer Name], having an address of [_____] (“Company”). Each of Jigx and Company may hereinafter be referred to individually as a “Party,” and collectively as the “Parties.”

BACKGROUND

Company desires to subscribe to Jigx’s Software-as-a-Service platform (the “Platform”). In consideration of the mutual covenants and agreements set forth herein, the Parties hereby agree as follows:

1. Access to Platform. Subject to the terms and conditions of this Agreement, Jigx will provide Company with access to the Platform during the Term (as defined below), for use by Company solely for its internal business purposes. The Platform shall be used or accessed only by those individuals who are authorized to access the Platform using a user identifier and password provided to Company by Jigx or set-up by Company (“Authorized Users”). The maximum number of Authorized Users are set forth on the Order Form attached hereto as Exhibit A. The Parties may agree to adjust the maximum number of Authorized Users and the Subscription Fee therefore from time-to-time by executing a new Order Form, substantially in the form as attached hereto as Exhibit A, which new Order Form shall supersede and replace the then existing Order Form. Company shall not (a) make available the Platform to any person or entity other than Authorized Users; (b) interfere with or disrupt the integrity or performance of the Platform; (c) attempt to gain unauthorized access to the Platform or its related systems or networks; or (d) use the Platform to store or transmit infringing, libelous, or otherwise unlawful content or material, or to store or transmit content or material in violation of any rights of any third party. Jigx will provide Company with support services during the Term in accordance with Jigx’s standard practices.

2. Term and Termination. This Agreement will be in effect from the Effective Date, and shall continue for a period of one (1) year unless earlier terminated as set forth below. At the end of such one (1) year period, this Agreement shall automatically renew for additional subsequent one (1) year periods (collectively all such renewal periods, together with the initial one (1) year period, the “Term”), unless (a) the Company provides Jigx with written notice of its intent to allow the Agreement to expire, at least thirty (30) days prior to the end of the then-current Term; or (b) Jigx provides the Company with written notice of its intent to allow the Agreement to expire, at least twelve (12) months prior to the end of the applicable renewal period. In the event the Parties enter into a new Order Form during the Term, then the Agreement shall continue for a period of one (1) year from the Order Form Commencement Date set forth on such Order Form, after which the Agreement shall renew in accordance with the terms set forth above. In the event either Party fails to cure a breach of this Agreement within thirty (30) days after receiving written notice thereof, then the non-breaching Party may terminate this Agreement upon written notice.

Upon termination of this Agreement, the provisions of Sections 2, 3, 4, 5, 7 and 9 shall survive.

3. Compensation. Company agrees to pay Jigx an annual subscription fee in the amount set forth on the then-current Order Form (the “Subscription Fee”), annually in advance during the Term. The initial Subscription Fee for each Order Form shall be due and payable on the applicable Order Form Commencement Date. Each subsequent Subscription Fee for such Order Form shall be due and payable on the applicable anniversary of such Order Form Commencement Date. Jigx shall notify Company of any increase in the amount of the Subscription Fee that shall apply to the subsequent renewal period at least sixty (60) days prior to the end of the then-current Term, provided that the per-Authorized User Subscription Fee shall not increase prior to the fifth (5th) anniversary of the Effective Date, and provided further that any such increase thereafter shall not exceed five percent (5%) of the then-current per-Authorized User Subscription Fee.

4. Retained Rights. As between Jigx and Company, all rights, title and interest in and to the Platform will belong exclusively to Jigx. The Platform and all information related thereto is Jigx’s proprietary information, and Company will not disclose or make available such information to any third party or otherwise use or exploit such information for its benefit or the benefit of any third party. In the event Company provides Jigx with any suggestions, enhancement requests, recommendations or other feedback regarding the Platform (“Feedback”), Company agrees that Jigx will have an irrevocable right to use such Feedback in connection with the Platform or other Jigx products and services.

5. Company Data. Company shall own all right, title and interest in and to the data provided by Company to Jigx in connection with Company’s use of the Platform (“Company Data”). Jigx shall have the right to use such Company Data (a) in connection with providing the Platform to Company, and (b) for diagnostic and corrective purposes in connection with the Platform. Company shall be responsible for the content of the Company Data, and Company represents and warrants that it has all rights and authorizations necessary to provide the Company Data.

6. Warranties; Disclaimer; Service Level Agreement.

6.1 Jigx shall use reasonable efforts to maintain the Platform in a manner which minimizes errors and interruptions. The Platform may be temporarily unavailable for scheduled maintenance or for unscheduled emergency maintenance, but Jigx shall use reasonable efforts to provide advance notice in writing or by e-mail of any scheduled service disruption. In addition, Jigx represents and warrants to Company that: (a) the Platform will meet industry standards and be fit for the purposes specified by the Company to Jigx in writing prior to the Effective Date, (b) Jigx will use its best efforts to comply at all times with the Company’s Privacy Policy as provided by Company from time-to-time, and (c) Jigx will use its best efforts to protect Company Data from unauthorized use, access, disclosure and duplication. Jigx does not warrant that the Platform will be uninterrupted or error free; nor does it make any warranty as to the results that may be obtained from use of the Platform. Jigsoft disclaims all warranties, express or implied, including, but not limited to,

implied warranties of merchantability and fitness for a particular purpose and noninfringement.

- 6.2 The Platform will be available to Company 99.9% of the time, measured on a calendar monthly basis, excluding downtime resulting from maintenance and/or upgrade periods, and further excluding downtime due to account suspension or a force majeure as described below. If Jigx fails to achieve such availability in a given calendar month, Company may claim a credit of five percent (5%) of the monthly pro-rated amount of the Subscription Fee by filing such claim within five (5) days following the end of such month, provided that Company is not in breach of this Agreement. If total downtime (excluding such permitted downtime as set forth above) aggregates to five (5) total days during any one (1) year period during the Term, then the Company may terminate the Agreement by providing ten (10) days prior written notice to Jigx. This Section 6.2 sets forth the Company's sole and exclusive remedy for the unavailability of the Platform.

7. Confidentiality.

- 7.1 For purposes of this Agreement, Confidential Information means:

- (a) the terms of this Agreement and its subject matter, including information submitted or disclosed by a Party during negotiations, discussions and meetings relating to this Agreement;
- (b) any information relating to the business of the disclosing Party;
- (c) any information of the disclosing Party which is designated by the disclosing Party as confidential;
- (d) any information of the disclosing Party which is of a confidential or sensitive nature, which is marked or denoted as confidential or which a reasonable person to whom that information is disclosed or to whose knowledge the information comes would consider confidential; or
- (e) any information which is disclosed by the disclosing Party to the other Party, directly or indirectly, or otherwise comes to the knowledge of such other Party in relation to or in connection with this Agreement, whether that information is in oral, visual or written form or is recorded or embodied in any other medium.

- 7.2 Both Parties agree to keep the Confidential Information of the other Party confidential and to use such information only for the purposes of performance of their respective obligations under this Agreement.

- 7.3 A Party must:

- (a) not disclose any Confidential Information of the other Party to anyone else except as permitted under this Agreement;

- (b) limit the disclosure of the Confidential Information within its own organization only to those of its officers and employees to whom such disclosure is strictly necessary for the purposes of this Agreement and who have been made aware of its confidential nature and have agreed to keep the information confidential in accordance with the terms of this clause; and
- (c) not use the name of the other Party in publicity releases, advertising or promotion of the Party unless the other Party has given its prior written consent (which shall not be unreasonably withheld).

7.4 The obligations of confidentiality in Sections 7.2 and 7.3 above will not apply to information which:

- (a) is generally available in the public domain except where such availability is as a result of a breach of this Agreement;
- (b) was known to the receiving Party prior to the disclosure of the information by the other Party; or
- (c) is required to be disclosed by an applicable law or court order.

8. Limitation of Liability. Except for liability arising from a breach of Jigx's data security obligations, or a breach of either Party's confidentiality obligations, in no event will either Party be liable to other Party for lost profits, interruption of business, or any other special, consequential, incidental, indirect, punitive or exemplary damages, however caused, whether for breach of contract, negligence, strict liability or otherwise, even if either Party has been advised of the possibility of such damages and notwithstanding the failure of essential purpose of any remedy. Both Parties agree that in no event will either Party's total aggregate liability for any claims, losses, or damages arising under this Agreement exceed the amount paid to Jigx under this Agreement during the twelve (12) prior months.

9. Miscellaneous.

9.1 Notices. Any notices required or permitted hereunder shall be given to the appropriate Party at the address specified on the first page hereof or at such other address as the Party shall specify in writing. Such notice shall be deemed given upon personal delivery to the appropriate address or sent by certified or registered mail, three days after the date of mailing provided that notice of change of address shall be deemed effective only upon receipt.

9.2 Force Majeure. Neither Party shall be liable for delay in performance hereunder due to causes beyond its control, including but not limited to acts of God, fires, strikes, acts of war, or intervention by governmental authority.

9.3 General. All disputes, claims or controversies arising out of this Agreement shall be governed by and construed in accordance with the laws of the State of Delaware. It is understood and agreed that Jigx is an independent contractor. Neither Party shall have the

authority to bind the other Party by contract or otherwise. Whenever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under applicable law, but if any provision of this Agreement shall be prohibited by or invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement. This Agreement expresses the entire understanding of the Parties and supersedes and replaces all prior and contemporaneous agreements and undertakings of the Parties with respect to the subject matter hereof. This Agreement may not be modified or waived, in whole or part, except in a writing signed by both Parties. The rights and liabilities of the Parties shall bind and inure to the benefit of their respective successors, heirs and assigns.

IN WITNESS WHEREOF, the Parties have signed this Software as a Service Agreement as of the Effective Date.

JIGX, INC.

[COMPANY]

Name:

Title:

Name:

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Exhibit A

The licensing details and any related products or services relating to the Jigx Platform and Applications are provided in a Jigx Order Form, as provided to the Company at the time of purchase.