

POWERSVIEW SUBSCRIPTION SERVICE AGREEMENT

Notwithstanding any other terms and conditions of this Agreement, the Customer agrees to pay to JOC ANALYTICS, LLC an upfront non-refundable cost for their selected "Tier" of service for setup and mapping of customer's data (exclusive of applicable sales, use, or value-added taxes) for use of the POWERSVIEW Subscription, hosted at JOC ANALYTICS, LLC (the "Service"), in accordance with the terms and conditions of this Agreement. This POWERSVIEW subscription is calculated based on the selected "Tier," per month, to be paid to JOC ANALYTICS, LLC commencing at the completion of building the "Premier Package" to the customer's reasonable satisfaction. This agreement is binding for an initial term of one (1) month ("Initial Term") commencing on completion of deployment. Unless terminated as provided in Section 9 of the Terms and Conditions below or by mutual written consent, this Agreement shall continue in full force and effect for the Initial Term and will be automatically renewed for additional one (1) month periods ("Renewal Terms") at the end of the Initial Term or any Renewal Term (collectively, "Term"). Customer shall pay JOC ANALYTICS, LLC the then-current non-refundable monthly fee as may have been adjusted by JOC ANALYTICS, LLC from time to time in accordance with the price adjustment provision in Section 6 of the Terms and Conditions below.

The monthly license fee will be paid on the 1st day of every month for the duration of this Agreement commencing no later than 30 days following acceptance of this Agreement via the **mandatory web form checkbox**.

TERMS AND CONDITIONS

Acceptance of Agreement via Web Form

The acceptance of this Agreement by the Customer shall occur through **the mandatory selection of a checkbox** on the applicable web form. By checking this box during submission, the Customer acknowledges the following:

1. They have **read, understood, and agreed** to all terms and conditions outlined in this Agreement.
2. The individual submitting the form has the necessary authority to enter into this Agreement on behalf of the Customer entity (if applicable).
3. The checkbox selection serves as an **electronic signature**, binding the Customer to the Agreement.

BY SIGNING THIS AGREEMENT FOR POWERVIEW SUBSCRIPTION (THE “SERVICE”) CUSTOMER (IF CUSTOMER IS AN ENTITY, CUSTOMER REPRESENTS THAT THE INDIVIDUAL(S) EXECUTING THIS SUBSCRIPTION SERVICE AGREEMENT HAS/HAVE COMPLETE AUTHORITY TO ENTER INTO THIS AGREEMENT ON BEHALF OF CUSTOMER) ACKNOWLEDGES AND AGREES THAT ALL OF THE OBLIGATIONS OF CUSTOMER SET OUT HEREIN ARE ENTERED INTO BY CUSTOMER ON BEHALF OF CUSTOMER AND ALL OF ITS PRINCIPALS, EMPLOYEES AND CONTRACTORS, AND CUSTOMER SHALL HAVE TAKEN ALL REQUIRED STEPS TO DRAW TO ITS USERS’ ATTENTION ALL OF THE PROVISIONS OF THIS SUBSCRIPTION SERVICE AGREEMENT PRIOR TO THEIR FIRST USE OF THE SERVICE. IF CUSTOMER DOES NOT AGREE TO ALL OF THE TERMS OF THIS SUBSCRIPTION SERVICE AGREEMENT (THE “AGREEMENT”), DO NOT SIGN THIS AGREEMENT.

Terms and Conditions

1. The Service consists of a browser interface, data encryption, data transmission, data access (as available) and synchronization software and data storage, utilizing Microsoft BI software with your SQL database/software generated by Vendor Provided Software This Agreement encompasses and is binding upon each of Customer’s users accessing the Service by means of a valid Microsoft BI account provided for the Customer. Customer is responsible for obtaining and maintaining all computer hardware, software and communications equipment and Licenses needed to access the Service, and for paying all third-party access charges (e.g., kiosk, ISP, telecommunications) incurred while using the

JOC ANALYTICS, LLC reserves the right to make minor modifications to specific features of the Service from time to time. In the event of any significant changes to the Service or the terms and conditions of this Agreement, JOC ANALYTICS, LLC will provide reasonable notice to the Customer of the proposed changes.

2. Use of JOC ANALYTICS, LLC Proprietary Services

JOC ANALYTICS, LLC grants to Customer, subject to the terms and conditions of this Agreement, an individual, personal, non-exclusive and non-transferable license to use the Service: (a) in object code form only; (b) only in accordance with the applicable end user documentation, if any; and (c) solely in conjunction with this Agreement. Customer agrees that Customer will not, directly or indirectly: (a) reverse engineer, decompile, disassemble or otherwise attempt to discover the source code or underlying ideas or algorithms of the Service; (b) modify, translate, or create derivative works based on POWERVIEW; (c) rent,

lease, distribute, sell, resell, assign, or otherwise purport to transfer rights to JOC ANALYTICS, LLC; (d) use the Service for timesharing or service bureau purposes or otherwise for the benefit of a third party; or (e) remove any proprietary notices or labels on POWERVIEW. Because POWERVIEW is proprietary to JOC ANALYTICS, LLC, Customer agrees not to publish or disclose to third parties any formal evaluation of POWERVIEW without the prior written consent of JOC ANALYTICS, LLC. Customer acknowledges that JOC ANALYTICS, LLC retains exclusive ownership throughout the world of all POWERVIEW Services, any portions or copies thereof, and all rights therein. Upon termination of this Agreement for any reason, the license granted to the Customer pursuant to this Agreement will terminate, and Customer and any user accessing the Service by means of a Customer account will cease to have the right to use or have access to POWERVIEW.

3. Restrictions and Policies

1. General Use

Customer will not use the Service in any way for spamming, chain letters, junk mail or distribution lists to contact any person who has not given specific permission to be so. Customer agrees not to transmit or permit Customer's users of the Service to transmit through the Service any unlawful, harassing, libelous, abusive, threatening, harmful, vulgar, obscene or otherwise objectionable material of any kind. Customer will only use the Service for lawful purposes, in compliance with all applicable laws including, without limitation, copyright, trademark, obscenity and defamation laws. Unlawful activities include storing, distributing or transmitting any unlawful material, attempting to compromise the security of any site, or making threats of physical harm. Customer hereby agrees to defend, indemnify and hold JOC ANALYTICS, LLC harmless from and against any claims, demands, judgments, liabilities, expenses, damages, costs or losses, including legal expenses, resulting from any actions, suits or proceedings brought against JOC ANALYTICS, LLC either severally or jointly with Customer, so far as such action, suit or proceeding is based on any claim that arises from Customer's use of the Service in an unlawful manner or in any manner inconsistent with the restrictions and policies set out in this Agreement.

2. Privacy Policy and Confidentiality

It is JOC ANALYTICS, LLC policy to respect the privacy of its Service users. JOC ANALYTICS, LLC provides information such as Customer name, address, and credit card number to organizations (such as credit verification and billing services) to ensure that JOC ANALYTICS, LLC receives proper payment

for services rendered pursuant to this Agreement. JOC ANALYTICS, LLC will not share, rent, sell, or trade personal information (including e-mail addresses) that identifies our customers or users to third parties. JOC ANALYTICS, LLC will not share, rent, sell, or trade data contained in Customer's account. However, JOC ANALYTICS, LLC may use this information to contact Customer to ensure that Customer is satisfied with JOC ANALYTICS, LLC products or services, learn about any ideas Customer may have to improve JOC ANALYTICS, LLC offerings, call Customer's attention to additional offerings or services provided by JOC ANALYTICS, LLC and communicate other information that JOC ANALYTICS, LLC believes will be useful. In addition, JOC ANALYTICS, LLC may share e-mail address and other information required to ensure that JOC ANALYTICS, LLC channel partners and contractors can provide service and support to Customer. Customer and account data given to JOC ANALYTICS, LLC are considered confidential. JOC ANALYTICS, LLC privacy policy is subject to its obligation to comply with applicable laws and lawful government requests, to operate its business properly and in compliance with the requirements of law, and to protect its users or itself. JOC ANALYTICS, LLC reserves the right to contact users of the Service via e-mail or other means to inform them of their account status or changes or alterations to the Service, or to inform them about additional offerings or services being provided or contemplated. Users may at any time request that they not receive informational e-mail messages not related to their account activity or current use of the Service by sending their name and address to JOC ANALYTICS, LLC at info@jocanalytics.com and JOC ANALYTICS, LLC will use best efforts to remove users from selected future communication. JOC ANALYTICS, LLC reserves the right at any time to change its privacy policy upon giving thirty (30) days' notice to users, which notice may be sent by e-mail.

3. Data Backup, Security and Up-time.

JOC ANALYTICS, LLC shall use reasonable efforts to protect Customer's data behind a firewall system, to conduct data backups of only JOC ANALYTICS, LLC's proprietary information, and to store weekly full-system backup in a separate, fire-safe In addition, JOC ANALYTICS, LLC guarantees up to 99.997% up-time for the JOC LLC Services.

4. Scheduled Maintenance Scope:

Scheduled Maintenance shall mean both (1) any maintenance in the JOC ANALYTICS, LLC data center at which Customer's Server or Array is located (a) of

which Customer is notified at least 48 hours in advance and (b) that is performed during a standard maintenance window on Weekdays from 12 AM to 6 AM eastern time to the applicable data center and (2) any maintenance (a) of which Customer is notified at least 24 hours in advance if the Servers may not be accessible to the Internet and that is either (b) performed during a standard maintenance window on Saturdays from 11PM - Sundays 7AM, eastern time or (c) performed during a nonstandard maintenance window at a time approved by Customer's designated point of contact. Notice of Scheduled Maintenance will be provided to Customer's designated point of contact by a method elected by JOC ANALYTICS, LLC (telephone, email, fax or pager). Nothing in this paragraph shall prevent JOC ANALYTICS, LLC from conducting emergency maintenance on an as needed basis.

5. Support

JOC ANALYTICS, LLC or its designee(s) shall provide telephone and e-mail support for Customer's use of the Service between 9:00 a.m. and 5:00 p.m. (Eastern Time) Monday to Friday, except on statutory or other local holidays in USA. JOC ANALYTICS, LLC has no obligation to provide Customer with hard-copy documentation, upgrades, enhancements, modifications, or other support unless specifically contracted to do so. Support hours provided by JOC ANALYTICS, LLC resellers are pursuant to their normal business hours, which may differ from those of JOC ANALYTICS, LLC or its designee(s).

6. Provision of Contact and Billing Information and Payment of Fees

In consideration of Customer's use of the Service, Customer agrees to pay JOC ANALYTICS, LLC its applicable fees (the "Fees") by a payment method to be determined by JOC ANALYTICS, LLC in its discretion (by checks, credit card, or pre-authorized payment (PAP) unless specifically arranged otherwise). JOC ANALYTICS, LLC reserves the right to change the form of payment upon reasonable prior written notice to Customer. Current Fees applicable to use of the basic Service and additional services can be obtained from JOC ANALYTICS, LLC's website, by contacting JOC ANALYTICS, LLC or by contacting JOC ANALYTICS, LLC authorized resellers. Subject to any Term related pricing provisions set out herein, JOC ANALYTICS, LLC reserves the right to change the Fees, applicable charges and usage policies and to institute new charges at any time, upon giving at least thirty (30) days prior written notice to Customer (which may be sent by e-mail).

Subject to any Term related pricing provisions set out herein, Fees for Service selected by the Customer are based on the then current individual user service fee and will be billed on each subsequent Billing Date, which is defined as the next occurrence of the 1st (first) day

of each month following Signup (so long as this Agreement remains in effect), the Customer will be automatically billed in advance for one month of Service at the applicable rate regardless of whether the Customer has logged on to the Service.

Payment by fraudulent means will result in immediate and permanent termination of the account, and possible criminal penalties. Customer agrees to provide JOC ANALYTICS, LLC with accurate billing information and with truthful, accurate, and complete contact information, including Customer's legal name, corporate or firm name, street address, e-mail address, and telephone number, and to update this information within 30 days of any change to it. If the billing or contact information Customer has provided to JOC ANALYTICS, LLC is or becomes false or incorrect in any material respect, JOC ANALYTICS, LLC reserves the right to terminate Customer's access to the Service immediately without any obligation to give Customer notice of such termination or to maintain or return Customer's data. By providing a valid email address on the first page of this Agreement, the Customer agrees that all written correspondence with respect to this Agreement may be communicated via email.

For credit card payments, Customer's account will be considered delinquent if Customer's credit card issuer refuses for any reason to pay the full amount billed to it and that amount remains unpaid on the next Billing Date. Customer access to the Service may be suspended if Customer account is delinquent. JOC ANALYTICS, LLC may impose a charge to restore archived data from delinquent accounts. Unpaid Fees and other charges are subject to applicable charges in accordance with JOC ANALYTICS, LLC's Standard Fee Schedule. Any account which is suspended for more than thirty (30) days will be terminated without any obligation on the part of JOC ANALYTICS, LLC to give Customer notice of termination or to maintain or return Customer's data.

If Customer believes that JOC ANALYTICS, LLC has billed Customer incorrectly, Customer must contact JOC ANALYTICS, LLC in writing no later than thirty (30) days after the Billing Date on the first statement in which the error or problem appeared, in order to receive an adjustment or credit.

7. POWERVIEW – Standard Fee Schedule

System Access Fee	Based on the subscription tier model selected by the Customer as per the Agreement.
Declined Payment (NSF) Fee	USD \$25.00 per incident.
Unpaid Fees Delinquent Rate	18% p.a. (1.5% per month).
Account Reinstatement Fee	USD \$199.95.

Note: All fees and charges will be billed in accordance with the Customer's pre-arranged billing method. Additional collection expenses may apply if necessary.

8. Passwords and Security

Customer will choose or be given all applicable passwords to use in connection with the Service. Customer is entirely responsible for maintaining the confidentiality of Customer passwords and accounts (including, if applicable, the passwords and accounts of each user accessing the Service by means of an account established by Customer). Customer is entirely responsible for any and all activities that occur under Customer's accounts (including, if applicable, the accounts of each user accessing the Service by means of an account established by Customer), and Customer shall ensure that Customer exits from each Customer account at the end of each session. Customer shall notify JOC ANALYTICS, LLC immediately of any unauthorized use of Customer's account (including, if applicable, the passwords and accounts of each user accessing the Service by means of an account established by Customer) or any other breach of security. JOC ANALYTICS, LLC is not and will not be liable for any loss, costs or damage sustained by Customer arising from Customer's failure to comply with these requirements.

9. Alteration and Termination

Subject to any special Term provisions set in the first paragraph on Page 2 of this Agreement, this Agreement is automatically renewable monthly unless either party gives notice of termination of this Agreement in writing served by any means permitted under this Agreement.

If Customer has purchased the Service, Customer will pay in full for the Service up to and including the last day of the current billing cycle or Term. A notice given by Customer to JOC ANALYTICS, LLC as to cancellation of the Service (and termination of this Agreement) prior to ten (10) days before the end of the Customer's then current billing cycle or Term will incur no additional Service Fees after the end of that billing cycle or Term, and if such notice is received by JOC ANALYTICS, LLC after ten (10) days before the end of the Customer's then current billing cycle or Term, JOC ANALYTICS, LLC will be entitled to charge and receive one (1) additional month of Service Fees.

JOC ANALYTICS, LLC may alter the terms of service or terminate this Agreement without cause by giving Customer at least thirty (30) days prior notice thereof. If Customer shall fail to pay any Fees or other amounts due or shall be in default under any term or provision of this Agreement and any such failure or default shall continue for fifteen(15) days after JOC ANALYTICS, LLC shall have notified Customer in writing of such default, then, and in any such case, it shall be conclusively presumed that Customer has repudiated this Agreement

in which case JOC ANALYTICS, LLC may, at its election, and without prejudice to any other right or remedy available in law, accept the repudiation by giving written notice to Customer accepting the repudiation, thus terminating this Agreement.

Upon termination of this Agreement for any reason, Customer will immediately cease all use of the POWERVIEW Service and JOC ANALYTICS, LLC and any associated documentation, and shall destroy its copies of any elements of POWERVIEW then in Customer's or its users' possession. The following provisions shall survive termination of this Agreement: Section 2 (Use of the POWERVIEW Service), 3 (Restrictions and Policies), 6 (Billing and Payment Obligations), Section 9 (Termination), Section 10 (Warranty and Disclaimer), Section 11 (Limitation of Liability), Section 12 (third Party Linking) and 13 (General). Termination is not an exclusive remedy and all other remedies available at law will be available whether or not this Agreement has been terminated. Notwithstanding the foregoing, if Customer is dissatisfied in any way with the Service, the materials available on or through the Service, or with any of JOC ANALYTICS, LLC terms and conditions, Customer's sole and exclusive remedy is to discontinue using the Service.

10. Warranty and Disclaimer

THE SERVICE IS PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, AND JOC ANALYTICS, LLC DISCLAIMS ALL WARRANTIES, EITHER EXPRESS OR IMPLIED INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT. WITHOUT LIMITING THE FOREGOING, JOC ANALYTICS, LLC DOES NOT REPRESENT OR WARRANT THAT THE SERVICE WILL BE UNINTERRUPTED OR ERROR-FREE, THAT DEFECTS WILL BE CORRECTED, OR THAT THIS SITE OR THE SERVER THAT MAKES IT AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SERVICE IS DONE AT CUSTOMER'S RISK AND CUSTOMER WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO CUSTOMER'S COMPUTER SYSTEM OR NETWORK, OR LOSS OF DATA THAT RESULTS FROM USE OF THE SERVICE.

11. Limitation of Liability

POWERVIEW's Service is reflective entirely of the Customer's source data. It is the Customer's responsibility to consistently and accurately manage the input and maintenance of their data. Failing to accomplish this may result in inconclusive or inaccurate data reflected within POWERVIEW's Service. JOC ANALYTICS, LLC will not accept any liability for any claim to the contrary.

THE TOTAL LIABILITY OF JOC ANALYTICS, LLC WITH RESPECT TO THE SUBJECT MATTER OF THIS AGREEMENT UPON WHATEVER CAUSE OF ACTION ANY CLAIM IS BASED

(INCLUDING, BUT NOT LIMITED TO, LIABILITY ARISING OUT OF CONTRACT, TORT, STRICT LIABILITY, BREACH OF WARRANTY OR OTHERWISE), WILL BE LIMITED TO THE FEES PAID BY CUSTOMER TO JOC ANALYTICS, LLC FOR THE SERVICE UNDER THIS AGREEMENT IN THE TWELVE (12) MONTHS PRIOR TO THE ACT OR OMISSION ON WHICH THE CLAIM IS BASED. NEITHER JOC ANALYTICS, LLC NOR ITS LICENSORS SHALL BE LIABLE IN ANY EVENT FOR LOSS OR INACCURACY OF DATA, LOSS OF PROFITS OR REVENUE, OR INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, THE COST OF ANY SUBSTITUTE PROCUREMENT), WHETHER OR NOT FORESEEABLE AND EVEN IF JOC ANALYTICS, LLC HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

12. Third Party Linking

JOC ANALYTICS, LLC may, at its election, provide links from the Service to other World Wide Web sites or resources. Because JOC ANALYTICS, LLC has no control over such sites and resources, Customer acknowledges and agrees that JOC ANALYTICS, LLC is not responsible for the availability of such external sites or resources and does not endorse and is not responsible or liable for any content, advertising, products, or other materials on or available from such sites or resources. Customer further acknowledges and agrees that JOC ANALYTICS, LLC shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any such content, goods or services available on or through any such site or resource.

13. General

This Agreement is between JOC ANALYTICS, LLC and Customer, and is not for the benefit of any third party, whether directly or indirectly (including, if applicable, any user accessing the Service by means of an account established by Customer). The forbearance of either party to exercise in any respect any right provided for in this Agreement will not be deemed to be a waiver of such right in the future. If any provision of this Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect and enforceable. This Agreement is not assignable or otherwise transferable by Customer except with the prior written consent of JOC ANALYTICS, LLC.

THIS AGREEMENT WILL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF FLORIDA AND THE US GOVERNMENT WITHOUT REGARD TO THE CONFLICT OF LAWS PROVISIONS THEREOF. CUSTOMER AND JOC ANALYTICS, LLC AGREE TO SUBMIT TO THE EXCLUSIVE JURISDICTION OF THE COURTS LOCATED IN the Twelfth

Judicial Circuit in and for Sarasota County, Florida, or the United States District Court for the Middle District of Florida, in any action or proceeding arising out of, or relating to, this Agreement.

Customer and JOC ANALYTICS, LLC agree that any cause of action arising out of or related to this Service must commence within six (6) months after the cause of action arose; otherwise, such cause of action is permanently barred. Both parties agree that this Agreement is the complete and exclusive statement of the mutual understanding of the parties and supersedes and cancels all previous or contemporaneous written and oral agreements, communications and other understandings relating to the subject matter of this Agreement, and that all modifications must be in writing signed by both parties, except only as is otherwise specifically provided herein. No agency, partnership, joint venture, or employment is created as a result of this Agreement and Customer does not have any authority of any kind to bind JOC ANALYTICS, LLC in any respect whatsoever. In any action or proceeding to enforce rights under this Agreement, the prevailing party will be entitled to recover costs and attorneys' fees. All notices under this Agreement will be in writing and will be deemed to have been duly given when received, if personally delivered; when receipt is electronically confirmed, if transmitted by facsimile or e-mail; the day after it is sent, if sent for next day delivery by recognized overnight delivery service; and upon receipt, if sent by certified or registered mail, return receipt requested. This Agreement shall endure to the benefit of and be binding upon the parties hereto and their respective successors and assigns of JOC ANALYTICS, LLC, but shall not be assigned by Customer without the prior written consent of JOC ANALYTICS, LLC at the sole discretion of JOC ANALYTICS, LLC. It is the express will of the parties that this Agreement and all related documents have been drawn up in English.

THE TERMS AND CONDITIONS ON THE PRECEDING PAGES ARE PART OF THIS AGREEMENT. PLEASE READ CAREFULLY PRIOR TO PROCEEDING. BY SELECTING THE REQUIRED CHECKBOX ON THE FORM SUBMISSION PAGE, THE CUSTOMER INDICATES THEIR ACCEPTANCE OF THIS AGREEMENT AND ALL ASSOCIATED TERMS AND CONDITIONS.

CUSTOMER ACKNOWLEDGES THAT ACCEPTANCE VIA THE CHECKBOX IS LEGALLY BINDING AND EQUIVALENT TO A HANDWRITTEN SIGNATURE.