



Order Agreement
 Northstar Technologies, Inc.
 3650 Mansell Road, Suite 225
 Alpharetta, GA 30022

This Order Agreement ("Order Agreement"), effective on the date set forth below the signature line of Northstar's representative ("Effective Date"), is by and between Northstar Technologies, Inc., located at 3650 Mansell Road, Suite 225, Alpharetta, Georgia 30022 ("Northstar") and the business entity identified below ("Licensee") and shall be governed by the Northstar Software License, Support & Service Agreement and any Addenda thereof ("Terms") by and between the parties commencing on the Effective Date. Capitalized terms in this Order Agreement not otherwise defined shall have the same meanings as set forth in the Terms. In the event of any conflict between the provisions of the Terms and the provisions of this Order Agreement, the provisions of this Order Agreement shall govern

1. Licensee and Club Location:

Licensee (club)		Club Location	
Club	Del Webb Oak Creek Homeowners Association	Club	Del Webb Oak Creek Homeowners Association
Address	17536 Winding Oak Lane North Fort Myers, FL 33917	Address	17536 Winding Oak Lane North Fort Myers, FL 33917

2. License Terms and Fees:

Northstar grants to Licensee a perpetual, non-exclusive, non-transferable (except as otherwise provided in the Terms) license to use the following Software solely for the Licensee's internal use at the above specified Club only. Express written consent and agreement must be obtained from Northstar for use of the Software for another club/location, even if it is associated/owned by the Licensee.

Item	Software	Users	Price
1	Phase - I Northstar Office Accounting: Membership/Accounts Receivable, A/R Bank Draft & Credit Card Payments, General Ledger - 1st Company & Financial Report Writer, Accounts Payable/Bank Rec, Property Owners Association (POA) Management up to 1000 Parcels, Tracking Member Requests/Work Orders Membership: Member ID Cards - Magnetic Swipe, Stream Alerts, Campaign eCommunications, Digital Member Card via App NS Connect Premium (Public & Private Sites) Hosted NS Connect Premium (Public & Private Site, designed from Premium Templates) includes: Statements, Payments, Roster/Profile, Member Information Portlets, Reservations (Club Events, Dining), Grab 'n Go Member F&B Self-Ordering, On-Line Retail Sales and Up to 50 Web Pages total. Single SSL Certificate included. Reservations Systems: Events Management NS ClubNow Plus Branded Club Branded ClubNow App Includes: Statement (View/Pay), Member Roster, Reservations (Dining, Events, Activities), Grab & Go Member Self-Ordering, Push Notifications. Annual Apple Store License Fee in addition (\$100; subject to change).	Unlimited	\$1,000
2	Phase - II Reservations Systems: Banquet & Catering Management, Dining Reservations up to 1 Location(s), Activities Management 3 Departments		\$1,000
3	Phase - III F&B: Food and Beverage POS, F&B POS Tableside Tablets Option, F&B POS - Integrated Credit Card Processing, Kitchen Display System - KDS, Food & Beverage Inventory, Grab-n-Go up to 1 Location(s)		\$1,692



	Property Access: Front Desk up to 2 Locations Reporting: Business Intelligence (Power BI) Upto 2 Users, Dashboard		
4	Optional Software Modules Accounting (Not Included): PlastiQ Interface, Ad Hoc Reporting, Locker Management, CSI Global V-Card Payments Interface, Employee Time Clock and Timekeeping Membership (Not Included): Membership - E-Application Property Access (Not Included): Front Gate, Gate/Door Lock Control Appliance Reservations Systems (Not Included): Club Events Management Sub-Module (Ticket Sales), Tee Times Reservations, Rooms Management, Marina Management, Spa Management Retail (Not Included): Marketplace (Essentials/Inventory), Retail POS, Retail POS - Integrated Credit Card Processing, Retail Inventory & Purchasing		
5		MONTHLY SUPPORT Total	\$3,692
		Special Discount	10%
6	SMTP Email Services < 40,000 emails per month		-\$369
7		MONTHLY SUPPORT & SMTP Services Total	\$70
			\$3,393

3. Professional Services and Fees:

Northstar will provide the Installation and Training services set forth below.

Item	On-site/Remote Implementation Services	Days	Daily Rate	Price
1	Project Management	8	\$1,000	\$8,000
2	On-Site Analysis	2	\$1,200	\$2,400
3	Installation and Data Configuration	8	\$1,000	\$8,000
4	Northstar Office Training	18	\$1,200	\$21,600
5	Northstar Connect Configuration & Training			\$11,400
6	Northstar ClubNow App Setup			\$5,000
			Subtotal	\$57,400
			Discount	-\$12,000
7	Total Professional Services	36		\$45,400
Notes:	- All travel and out-of-pocket expenses are billed separately and due upon receipt of invoice. - "Days" listed above are Estimated based on uninterrupted access to Club Staff during scheduled training. - Additional Professional Services are available.			

4. Software Maintenance/Support and Fees:

All Software Maintenance, Support and Upgrades are included in Payment Terms.

**5. Payment Terms:**

Payment	Description	Amount
1	Due Upon Contract Execution - 50% of Services	\$22,700
2	Due Upon Software Installation - 25% of Services	\$11,350
3	Due Upon Commencement of Phase II - Remaining 25%	\$11,350
4	Monthly Support & SMTP Services -- Due Upon Go-Live of Phase I (10% Discount already applied)	\$877
5	Monthly Support & SMTP Services -- Due Upon Go-Live of Phase II (Total of Phase of Phase I & II - 10% Discount already applied)	\$1,754
	Monthly Support Due Upon Go-Live of Phase of Phase III (Total of Phase I, II, III - 10% discount already applied)	\$3,323
4	Monthly Support of SMTP Services -- up to 40000 email recipients/month	\$70
5	Monthly Support & SMTP Service Total - Due upon Go Live of Final Phase	\$3,393
Note:	Payment Terms: Monthly Support will be Net 15 from Invoice Date, and will be tendered by automatic ACH.	

6. Additional Terms:

6.1 At any time within the first forty five (45) days subsequent to the execution date of this Order Agreement, and upon written notification to Northstar Technologies, Licensee shall have the right to be released from further obligation ("Release") upon the terms of this contract, for no reason or for any reason, and shall promptly be refunded all Software License and/or Support fees previously paid. Upon choosing to exercise this right, Licensee agrees to immediately return all Software and attendant Documentation and/or materials, cease all use of the Software, and shall reimburse Northstar Technologies for all out-of-pocket travel expenses and professional services rendered prior to the execution of such Release.

6.2 Licensee may cancel this Order Agreement at any time AFTER a minimum term of sixty (60) months from the Go-Live Date.

6.3 Licensee understands that the terms set forth in this Agreement, including but not limited to, the licensing, pricing, and payment terms, are Northstar Confidential Information, and Licensee may not disclose such terms to any third party, including a third party acquiring or acquired by Licensee by merger, consolidation, or otherwise without Northstar's prior written consent.

IN WITNESS WHEREOF, Northstar and Licensee have executed and delivered Agreement on the date set forth below the signature of Northstar's representative.

NORTHSTAR TECHNOLOGIES, INC.

LICENSEE:

By: Prasad Suryadevara
Prasad Suryadevara

By: Kimberly Morton
Kimberly Morton
Title: President

Title: Chief Executive Officer, Northstar Technologies, I

Title: President

Date: _____

Date: 10/18/2022



NORTHSTAR SOFTWARE LICENSE, SUPPORT & SERVICE AGREEMENT ("TERMS")

Northstar Technologies, Inc.
 3650 Mansell Road
 Suite 225
 Alpharetta, GA 30022

Licensee (club)		Club Location	
Club	Del Webb Oak Creek Homeowners A	Club	Del Webb Oak Creek Homeowners Association
Address	17536 Winding Oak Lane North Fort Myers, FL 33917	Address	17536 Winding Oak Lane North Fort Myers, FL 33917

1. **LICENSE.** Subject to the terms and conditions of this Agreement, Northstar Technologies, Inc. (hereinafter referred to as "Northstar") grants to Licensee, and Licensee accepts from Northstar, a non-exclusive restricted site license ("License") to install and operate executable code versions of the computer programs ("Software") pursuant to the Order Agreement appearing at the beginning of this document or any subsequent Order Agreement referencing the terms of this Agreement ("Terms"), together with all maintenance releases. Licensee acknowledges that it is receiving only a License to use the Software and Documentation and that all rights and title to the Software and Documentation are retained and solely owned by Northstar.

2. **MINIMUM TERM.** Sixty (60) Months, commencing with Software installation.

3. **FEES AND CHARGES.** Licensee shall pay Northstar the fees, charges or other amounts specified in an Order Agreement within thirty (30) days of date of receipt of an invoice. Northstar may issue an invoice: (a) upon the shipment of Software or Related Documentation, (b) in advance of the provision of Support or Services, unless otherwise set forth in an Order Agreement or applicable statement of work executed by both parties. Any conflict between these Terms and an Order Agreement will be resolved in favor of the associated Order Agreement and any conflict between Order Agreements will be resolved in favor of the most recent Order Agreement.
 - 3.1 **TAXES.** Shipping costs and all sales, value-added and other taxes relating to Licensee's payments to Northstar for Software, Documentation, Support and/or Services, excluding taxes on the income of Northstar, shall be the financial responsibility of the Licensee.

4. **COPIES.** Licensee may make a reasonable number of copies of the Software and Documentation for Backup, Archival, and Staff Training purposes.

5. **RESTRICTIONS.** Licensee understands and agrees that its right to use and maintain possession of the Software and the Documentation are subject to certain restrictions on use set forth herein. Northstar may, upon Licensee's failure to comply with these restrictions and Licensee's failure to cure such violations in a timely manner, terminate the Licensee's software License. In addition to the restrictions described elsewhere in this Agreement, Licensee agrees that its use of the Software and Documentation shall at all times remain subject to the following:
 - 5.1 The Software shall be used only at the above-identified location and for Licensee's own internal use.
 - 5.2 Licensee shall not make the Software, its databases, or its Documentation available to any other party, by time sharing or otherwise, nor use the Software to process any data other than its own or that furnished to it by Northstar.
 - 5.3 Licensee shall not attempt to decompile, disassemble, reverse engineer or otherwise discover or reproduce the source code for all or any part of the Software.

6. **OWNERSHIP AND CONFIDENTIALITY.** Licensee acknowledges that the Software and Documentation are the copyrighted property of Northstar, and/or any successors in interest to Northstar, and that Northstar claims portions of the Software as its trade secrets. Licensee agrees that during the term of the License, and thereafter, it shall take all reasonable steps and precautions to maintain the proprietary and confidential nature of the Software, Documentation and any other confidential information of Northstar that may come into Licensee's possession (collectively, "Northstar Information"). Licensee further agrees that it shall not use Northstar Information for the purpose of creating or attempting to create, or permitting others to create or attempt to create, any product similar to the Software or any part thereof. Licensee acknowledges that Northstar's remedy at law for breach of the confidentiality covenants and agreements contained in this Section may be inadequate and that Northstar shall be entitled to seek appropriate equitable relief, without having to post a bond, with respect to any such breach or potential breach.



- 6.1 LICENSEE INFORMATION.** Northstar agrees that any operational and financial data, material, or other information which is private and confidential to the Licensee ("Licensee Information") disclosed by the Licensee to Northstar may not be disclosed by Northstar to third parties and such Licensee Information shall be used by Northstar solely to perform its obligations to Licensee under this Agreement. The provisions of this Agreement relating to confidentiality are in addition to, and not in lieu of, any other agreement between the parties concerning confidentiality and shall survive the termination of this Agreement.
- 6.2 DATA SECURITY.** Northstar shall, at all times, provide reasonable security measures to protect any and all personally identifiable information relating to Licensee's members and customers, including, name, address, email address, telephone number, affiliations, and credit card information (collectively, "Licensee Data"). Northstar shall maintain Licensee Data in a manner that prevents the unauthorized disclosure of, unauthorized use of, unauthorized access to, misappropriation of, loss of, or alteration of any Licensee Data while it is in the possession or control of Northstar.
- 7. WARRANTY.** Northstar represents and warrants to Licensee as follows:
- 7.1 AUTHORITY.** Northstar represents and warrants that it possesses the right, title and interest in and to the Software, Documentation and related materials licensed hereunder and that, upon acceptance by Licensee of the Software as herein provided, Licensee shall have license and good right to use such Software free from any lien, claim, charge, restriction, or encumbrance of others.
- 7.2 CONFORMITY TO DOCUMENTATION.** Northstar further warrants to Licensee that the Software shall substantially conform to the specifications for the Software set forth in the Documentation. If the Software does not perform substantially in accordance with the Documentation, Northstar, using its best efforts, will, within a commercially reasonable time, provide updates to Software and/or to Documentation such that Software conforms to the Documentation. This warranty is contingent upon Licensee advising Northstar in writing of such errors in sufficient detail to enable Northstar to reproduce the error. Northstar does not warrant that the Software will be free from errors, but Northstar shall make its best efforts to correct reported errors in a commercially reasonable time.
- 7.3 PROFESSIONAL SERVICES.** Northstar warrants that the Professional Services provided under this Agreement will be performed by qualified personnel familiar with the Software and its operation, and the services shall conform to the standards generally observed in the industry for similar service.
- 7.4 THE WARRANTY PROVIDED IN SECTION 7 APPLIES ONLY IF THE SOFTWARE IS USED EXCLUSIVELY AT LICENSEE'S SITE AND IS USED EXCLUSIVELY ON THE APPROPRIATE COMPUTER HARDWARE. THE WARRANTY HEREIN ABOVE SET FORTH IS MADE TO AND FOR THE BENEFIT OF LICENSEE ONLY. EXCEPT FOR THE EXPRESS WARRANTY STATED IN SECTION 7, NORTHSTAR DISCLAIMS ALL OTHER CONDITIONS AND WARRANTIES, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING ALL IMPLIED CONDITIONS OR WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AND ALL OBLIGATIONS OR LIABILITY ON THE PART OF NORTHSTAR FOR DAMAGES ARISING OUT OF OR IN CONNECTION WITH THE USE OF THE SOFTWARE AND DOCUMENTATION.**
- 8. LIMITATION OF LIABILITY.** Licensee agrees that except as otherwise provided in this Agreement, Northstar shall not be liable to Licensee for any loss or damage to Licensee or any third party, caused by failure of Software licensed hereunder to function, in whole or in part, nor shall Northstar be liable for any special, incidental, indirect or consequential damages as a result thereof or under this Agreement, even if Northstar shall have been advised of the possibility or potential of such loss or damage. In any event, the total of Northstar's limitation of liability hereunder shall be the greater of the total of all Software License Fees paid to Northstar by Licensee hereunder or the combined total of all Monthly Support Fees paid to Northstar by the Licensee in the previous 6 months immediately preceding the event giving rise to the claim(s). Licensee further understands and agrees that this Limitation of Liability allocation is an essential element of the basis of the bargain between the Parties.
- 9. DEFAULT.** If any one of the following events shall occur (each considered a "Licensee Default"), then to the extent permitted by applicable law, Northstar shall have the right to exercise any one or more of the remedies set forth below in Section 9.1: (1) Licensee fails to pay to Northstar any payment when due and such failure continues for ten (10) days after written notice thereof; (2) Licensee breaches any material covenant, warranty or agreement contained herein or in any license or support agreement relating to the Software, and such breach continues for ten (10) days after written notice thereof; (3) Licensee admits in writing its inability to pay debts as they become due; (4) Licensee becomes insolvent or makes an assignment for the benefit of creditors; (5) A receiver, trust conservator or liquidator of Licensee, or of all or any substantial part of its assets, is appointed with or without the application or consent of Licensee; (6) A petition is filed by or against Licensee under Bankruptcy Act or any amendment thereto, or under any other insolvency law or laws providing for the relief of debtors, and such petition or case remains undismissed for a period of forty-five (45) days; (7) Licensee assigns or transfers or attempts to assign or transfer the Software without complying with Section 10 below.



- 9.1 REMEDIES.** In the event of a Licensee Default, Northstar may terminate this Agreement, and upon such termination (i) Licensee's right to use the Software shall terminate absolutely and Licensee shall promptly return to Northstar all copies of the Software and Documentation, and (ii) Northstar shall recover from Licensee any other amounts to which Northstar may be entitled. In the event that Northstar breaches any material covenant, warranty or agreement contained herein, and such breach continues for 10 days after written notice, Licensee may terminate this Agreement; but shall have the ongoing right to use the Software as is for a period of twelve (12) consecutive months from such termination. During this twelve (12) month period, Licensee shall abide by the trade, restrictions, ownership and confidentiality provisions in this Agreement with respect to Software licensing. Licensee's right to use the Software shall terminate absolutely after the twelve (12) consecutive months and Licensee shall promptly return to Northstar all copies of the Software and Documentation. No failure on the part of either party to exercise and no delay in exercising any right or remedy shall operate as a waiver thereof or modify the terms of this Agreement.
- 9.2 PRORATION.** In the event of a Licensee Default, Northstar shall not be required to refund or prorate any professional service fees already paid or earned, nor prorate any monthly/quarterly/annual License and Support fees already remitted or due.
- 10. ASSIGNMENT.** Upon Northstar's written approval, Licensee may assign this Agreement to any successor to substantially all of Licensee's assets and/or business, whether by sale, merger, business combination or otherwise, provided that such successor agrees in writing to be bound by the terms of this Agreement and continues to use the Software at the location designated herein. Licensee agrees to pay a fee of \$7,500.00 to Northstar to complete the assignment. In connection with any such assignment, Licensee shall deliver all copies of the Software, Documentation and other tangible copies of the Northstar Information in its possession to the assignee, and Licensee shall thereafter cease all use of such items and materials.
- 11. BACK-UP.** Licensee is responsible for Backups of its data. Northstar shall not be responsible for any data loss due to errors in Backups.
- 12. DISPOSITION OF SOFTWARE, DOCUMENTATION AND NORTHSTAR INFORMATION.** Upon the termination, expiration or cancellation of the License for any reason, Licensee agrees to return to Northstar all copies of tangible portions of the Software, all Documentation and any material containing or pertaining to the Northstar Information delivered or disclosed to Licensee pursuant to the terms of the Agreement or otherwise, as well as any copies made by Licensee. Title to the Software and any changes, modifications, or improvements made or developed with regard to Software, whether or not made or developed at Licensee's request, shall remain the exclusive intellectual property of Northstar and shall be deemed to have been part of the Software.
- 13. NON-WAIVER.** Any waiver by either party of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach of the same or any other provision hereof.
- 14. INTELLECTUAL PROPERTY INDEMNIFICATION.** Northstar shall indemnify, defend and hold Licensee harmless against any claims, legal actions, losses and other expenses arising out of or in connection with any claims that the Software infringes or violates any intellectual property right of any third party ("Claim"), on the condition that Licensee notifies Northstar promptly of the Claim and gives Northstar sole control of the defense and negotiations for its settlement or compromise. If Licensee is, or may become, prohibited from continued use of any Software component by reason of an actual or anticipated Claim, Northstar shall use its reasonable efforts to (a) obtain for Licensee the right to use the Software, or (b) replace or modify Software so that it is no longer subject to a Claim, but performs the same functions in an equivalent manner. If neither of the foregoing options are feasible in Northstar's sole discretion, Northstar shall refund to Licensee the license fees paid for the Software, prorated on a three year software life. Northstar will have no liability for any Claim based on (i) use of other than the prevailing release of the Software (if the Claim could have been avoided by that release and Licensee has been so notified), or (ii) any use or modification of Software by Licensee not approved in writing by Northstar.
- 15. INSTALLATION AND TRAINING.** Northstar shall perform Installation and Training Services, if any, listed in an Order Agreement. Licensee may cancel any Service by providing ten (10) days written notice to Northstar, however, Licensee shall be responsible for all expenses incurred and Services performed prior to cancellation or termination.
- 15.1 UNRECOVERABLE COSTS DUE TO CANCELATION.** If Licensee reschedules, cancels, postpones or delays the scheduled installation and/or training dates, Northstar shall have the right to charge the Licensee for unrecoverable travel-related costs incurred. If Licensee reschedules, cancels, postpones or delays the scheduled installation and/or training dates with less than 10 days' notice, Northstar shall have the right to charge the Licensee one full day of Professional Services fees in addition to other unrecoverable costs.
- 15.2 SITE PREPARATION.** Licensee shall make available, prior to the scheduled installation date, at its own expense, appropriate site and equipment for Software installation. Northstar will cooperate with Licensee's staff to prepare the site for installation and operation of the Software.



- 15.3 INSTALLATION.** Provided Licensee performs its obligations under this Agreement in a timely manner, Northstar will install the Software substantially in accordance with the timetable agreed upon with Licensee. Licensee shall be responsible for the time and expenses of its employees, if any, who may be required to assist in the installation of the system, and the additional expenses incurred by Northstar resulting from delays in installation caused by Licensee or its employees or agents. Licensee shall be responsible for obtaining and coordinating the services of any third parties whose products or services connect to the Software.
- 15.4 TRAINING.** Provided Licensee performs its obligations under this Agreement in a timely manner, Northstar will provide, in accordance with the Order Agreement, an initial training program for designated employees of Licensee in the use of the Software. Licensee's employees shall be deemed to have received adequate training after completion of the training program. Licensee will cause its employees to cooperate with the training program as required by Northstar.
- 16. SOFTWARE MAINTENANCE/SUPPORT.** Northstar will provide the Maintenance/Support Services, if any, specified on the Order Agreement as described herein for the Software. Unless otherwise agreed in writing, Northstar shall have no obligation to maintain any computer programs other than the Software, and no obligation to maintain any computer hardware or other devices on which the Software operates.
- 16.1 SERVICES.** In consideration of the payments to be made to Northstar for Maintenance/Support Services, Northstar agrees to provide the following Maintenance/Support Services:
- 16.1.1 TELEPHONE/ONLINE SUPPORT.** Northstar will make available trained personnel to provide off-site telephone/online support, in the form of assistance and advice on the use and maintenance of the Software on a 24-hour, 7-day per week basis. All telephone/online support furnished to Licensee is intended to be furnished by Northstar to Licensee's personnel who have been trained by Northstar or who have received training which Northstar has approved. Northstar reserves the right to limit such support if Licensee has not provided its personnel with appropriate training in Northstar's reasonable judgment. Licensee shall be responsible for all communication charges incurred by Licensee.
- 16.1.2 MAINTENANCE AND ERROR CORRECTION.** Northstar shall maintain the Software so that it substantially operates in conformity with the applicable documentation provided pursuant to this Agreement. Northstar agrees to make corrections and/or provide suitable work-arounds necessary to keep or place the Software in good working condition in accordance with Northstar's then current specifications.
- 16.1.3 UPGRADES AND NEW VERSIONS.** Northstar will provide, for software modules licensed to licensee, maintenance releases, software upgrades, bug fixes, or enhancements to the Software as they become available; provided, however, that delivery of new versions or significant upgrades may be delayed if on-site installation or training is required. Northstar shall not be responsible for the acquisition or installation of any new third party software or additional equipment that may be required to operate any new or modified version of the Software.
- 16.1.4 PERFORMANCE STANDARDS.** Northstar shall use its best efforts to provide its maintenance services in a professional and timely manner consistent with the services provided by Northstar to other users of similar systems. Northstar does not represent that the Software will be free of errors or operate without interruption. Northstar shall cooperate with Licensee in scheduling maintenance so as not to interfere unreasonably with required operation of the Software or the business of Licensee.
- 16.2 CHARGES BY NORTHSTAR.** Northstar reserves the right to modify the fees it charges to Licensee:
- 16.2.1 ANNUAL MAINTENANCE/SUPPORT FEE.** Beginning one year following go-live, and annually thereafter, Northstar may increase Maintenance, Support, and/or Subscription fees by 3.3%. The Maintenance/Support fee and other charges due under this Agreement shall be invoiced in advance on a periodic basis as specified in the Order Agreement.
- 16.2.2 PROFESSIONAL SERVICES FEES.** Northstar will charge Licensee for all work requests by Licensee, above and beyond any maintenance efforts required to keep the Software in good working condition. Licensee shall be responsible for all time and materials costs and charges, at Northstar's then current rates. If onsite presence is required of Northstar personal, Licensee shall be additionally responsible for all travel expenses, including, but not limited to, lodging, meals, and car rentals. Professional Services fees and expenses shall be non-refundable in all circumstances.
- 16.3 ACCESS TO SOFTWARE AND FACILITIES.** Licensee shall provide Northstar with timely access to any and all computer equipment that may be necessary in order to provide the services hereunder. If consents or authorizations by third parties are required to permit such access, Licensee shall obtain such consents or authorizations.



16.4 **INDEPENDENT CONTRACTOR.** Northstar and its employees, agents and representative shall at all times, while providing services under the terms of this Agreement, act as independent contractors and Licensee shall exercise no control over them.

17. **TERMINATION.**

17.1 **TERM.** This Agreement shall remain in effect until the termination of the Licensee's license to use the Software, either by Licensee Default as outlined in Paragraph 9 and subordinate paragraphs, or termination by Licensee as outlined below.

17.2 **TERMINATION FOR BREACH.** If either party breaches a material provision of this Agreement, the other party may give written notice of termination. If the breaching party fails to cure the breach within a mutually accepted number of days, this Agreement shall be terminated. Upon Licensee's termination for an uncured Northstar material breach, Licensee shall be released from accruing future financial obligations under this Agreement. Northstar shall return to Licensee the Software License Fee paid to Northstar, prorated based upon a three-year software life.

17.3 **TERMINATION BY LICENSEE.** After completing the Minimum Term, Licensee may terminate this Agreement at any time for its convenience. As this Agreement includes the annual license fee for the Software Support and Maintenance, the Licensee may not terminate the Agreement unless, Licensee terminates this entire Northstar Software License, Support & Service Agreement; and upon such termination, all of Licensee's right to use the Software shall terminate absolutely and Licensee shall promptly return to Northstar all copies of the Software and Documentation. Licensee shall be responsible for all financial obligations up to the termination date including Professional Services and Support and Maintenance fees.

18. **GENERAL.** This Agreement, including any Addenda, together with the Order Agreement, which are incorporated herein by this reference, constitute the entire agreement and understanding between Northstar and Licensee concerning the subject matter hereof. To be binding on either party, any representation or promise hereafter made by a party or any modification or amendment of this Agreement must be in writing and must be signed by Licensee and an authorized agent of Northstar. Any notice required or permitted to be given under the terms of this Agreement shall be deemed given when reduced to writing and placed in the United States mail, postage prepaid and addressed to the intended recipient at the address provided on the face hereof. The invalidity or unenforceability of any particular provisions of this Agreement shall not affect the other provisions hereof, and this Agreement shall be construed in all respects as if such invalid or unenforceable provisions had been omitted.

19. **GOVERNING LAW & CONSENT TO JURISDICTION.** This Agreement shall be governed by, and construed in accordance with the laws of the State of Georgia, U.S.A. Northstar and the Licensee, hereby, irrevocably and unconditionally agree that any suit, action or other legal proceeding arising out of this Agreement may only be brought in any court located in Fulton County, Georgia, U.S.A. and Consent to the jurisdiction of any such court in any such suit, action, or proceeding.

IN WITNESS WHEREOF, Northstar and Licensee have executed and delivered this Agreement on the date set forth below the signature of Northstar's representative.

By: Prasad Suryadevara
Prasad Suryadevara

By: Kimberly Morton
Kimberly Morton

Title: Chief Executive Officer, Northstar Technologies, I

Title: President

Date: _____

Date: 10/18/2022



Addendum A
Hosting Services – Additional Terms

This "Addendum A" lists additional terms governing the Hosting Services offered by Northstar and utilized by Licensee. Northstar and Licensee agree as follows:

- 1. **Hosting.** Northstar shall host the applications listed in the corresponding Order Agreement. Northstar may, in its sole discretion, utilize subcontractors, agents, and/or third party facilities to provide these Hosting Services.
- 2. **Data Backup.** Upon Licensee request, Northstar will setup a data backup service to backup Licensee data on regular intervals and restore such data when requested. The data backup will be stored for one year from the date of backup and for up to 30 days from the termination of Hosting Services.
- 3. **No Material Breach.** No perceived or actual violation(s) of Hosting Services Terms by Northstar shall constitute Material Breach of any Agreement, Contract, or commitment between the Parties. Licensee's sole remedy for such perceived or actual violations shall be as listed in the section labeled "Service Level Commitment Remedy" in this Addendum.
- 4. **Data Protection.** Northstar shall take commercially reasonable security measures to protect Licensee Data from unauthorized access while such Licensee Data is hosted by Northstar.
- 5. **Service Level Commitment (SLA).** The Hosting Services will achieve System Availability (as defined below) of at least 99% during each calendar year. "System Availability" shall mean the number of minutes in a year that the key components of the Hosting Services are operational as a percentage of the total number of minutes in such year, excluding downtime resulting from (a) scheduled maintenance, (b) events of Force Majeure, (c) malicious attacks on the system, (d) issues associated with the Licensee's computing devices, local area networks or internet service provider connections, or (e) inability to deliver services because of acts or omissions of Licensee. Northstar reserves the right to take the Hosting Services offline for scheduled maintenance for which Licensee has been provided reasonable notice and Northstar reserves the right to change its maintenance window upon prior notice to Licensee.

6. **Service Level Commitment Remedy.** If Northstar fails to meet System Availability in the calendar year, upon written request by Licensee within 30 days after the end of the calendar year, Northstar will issue a credit in Licensee's next invoice in an amount equal to 1% of the yearly fee for the affected Hosting Services for each 1% loss of System Availability below stated SLA, up to a maximum of the Licensee's fee paid for the affected Hosted Services. The remedy stated in this paragraph is Licensee's sole and exclusive remedy for interruption of Hosting Services and Northstar's failure to meet System Availability.

By: Prasad Suryadevara
Prasad Suryadevara

By: Kimberly Morton
Kimberly Morton

Title: Chief Executive Officer, Northstar Technologies, I

Title: President

Date: _____

Date: 10/18/2022