

## PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement is made and entered into as of the Effective Date of the Order Form by and between ECODELOGICAL LLC, a Florida limited liability company (“ECODELOGICAL”) and the CLIENT identified on the Order Form (each a “party” and together, the “parties”).

### WITNESSETH:

WHEREAS, ECODELOGICAL currently provides professional production services such as custom programming, business software (CRM) development, blockchain development, crypto currency development, and app (mobile and desktop) development services for clients (“Software”); and

WHEREAS, ECODELOGICAL also offers professional services, including consulting, maintenance, and support services for Software developed by ECODELOGICAL; and

WHEREAS, CLIENT desires to engage ECODELOGICAL as an independent contractor to perform the hereinafter described professional services and ECODELOGICAL desires to be so engaged.

NOW, THEREFORE, in consideration of the premises and the mutual covenants and obligations herein contained, the parties agree as follows:

1. SERVICES. ECODELOGICAL shall perform professional services (the "Services") for CLIENT and CLIENT shall compensate ECODELOGICAL for the Services in the amounts, in the manner, and at the times set forth in the order form(s) duly executed by both parties (each an “Order Form”). The Order Form, including any blueprint and/or concept document(s) mutually agreed upon in writing by the Parties attached as exhibits thereto (which shall be incorporated by reference therein) will contain details including the scope of services, assumptions, deliverables, timelines and/or milestones of the project (“Project”). ECODELOGICAL shall perform the Services, and CLIENT shall provide certain elements to ECODELOGICAL to enable ECODELOGICAL to perform the Services, all as described in the Order Form (including any exhibits thereto) for the Project. Unless otherwise expressly stated herein, all references in this Agreement to an “Order Form” shall be deemed to include any mutually executed exhibits attached to such Order Form. The scope of the Services and the Order Form may be modified only upon the mutual written agreement of the parties, including by email if expressly referencing this paragraph. This Agreement shall govern any current and future Order Form(s) executed by the parties.

2. PAYMENT.

a. Compensation. CLIENT shall pay ECODELOGICAL for the Services in the amounts (“the Compensation”), in the manner, and at the times as set forth in the Order Form. Compensation must be received by ECODELOGICAL prior to the start of any Services. Once Services are engaged, CLIENT is contractually bound to pay ECODELOGICAL for the entire fee amount set forth in the Order Form. CLIENT expressly agrees: (i) to make all payments owed under this Agreement in U.S. Dollars (USD), unless the parties agree to another form of

currency in the Order Form; (ii) to make all payments when due in accordance with the method of payment mutually agreed by the parties in the applicable Order Form. CLIENT acknowledges and agrees that its right to utilize a desired payment method may be subject to prior approval by ECODELOGICAL, which may be granted or withheld by ECODELOGICAL in its sole discretion.

b. Credit/Debit Card. If CLIENT desires to pay by credit card or debit card, CLIENT agrees that its right to do so is subject to the completion and execution of a Credit Card Authorization form provided by ECODELOGICAL. Under no circumstances whatsoever shall CLIENT initiate a credit card chargeback. In the event client authorizes a chargeback, ECODELOGICAL reserves the right to terminate this Agreement and/or to demand immediate payment in full of the entire balance owed under any and all outstanding Order Form(s), and to exercise any and all remedies available at law and in equity. **THE COMPANY IS HEREBY AUTHORIZED TO DEDUCT ANY AMOUNTS REMAINING DUE FROM CLIENT FROM ANY REFUNDS AND TO CHARGE CLIENT'S CREDIT CARD ACCOUNT OR OTHER PAYMENT MECHANISM FOR ANY AMOUNTS OWED FROM TIME TO TIME BY CLIENT TO COMPANY.**

c. Payment Plan. ECODELOGICAL may (but is not obligated to) offer CLIENT the option to pay for Services under this Agreement via a payment plan. CLIENT acknowledges and agrees that its right to enter into a payment plan is subject to prior approval by ECODELOGICAL, which may be granted or withheld in its sole discretion, and is expressly conditioned upon (i) the execution by CLIENT of a promissory note or such other agreements under the terms and conditions as may be deemed reasonably necessary by ECODELOGICAL; (ii) execution of a personal guaranty by CLIENT's principal owner or agent; and (ii) such other conditions as may be reasonably imposed by ECODELOGICAL.

d. Expenses. Unless otherwise specified in the Order Form, all expenses to be incurred by ECODELOGICAL for the provision of the Services are included within the Compensation.

e. Taxes. CLIENT shall be responsible for all sales, use, and excise taxes, and any other similar taxes, duties and charges of any kind imposed by any federal, state, or local governmental entity on any amounts payable by Client hereunder, excluding only taxes based on the net income of ECODELOGICAL.

f. Invoice Disputes. In the event of an invoice or payment dispute, CLIENT agrees to notify ECODELOGICAL within thirty (30) days of its receipt of invoice by delivering to ECODELOGICAL a writing setting forth the details of such dispute, otherwise such dispute is deemed waived. Within 30 days after ECODELOGICAL'S receipt of CLIENT'S notice of the dispute, the parties shall attempt to resolve the dispute via informal good faith discussions, and, if that does not resolve the dispute, then by arbitration as provided in section 30 below. It is further understood and agreed that if CLIENT or any third party paying fees on behalf of CLIENT pays such fees through the use of a debit card, credit card, or other electronic means, such payments shall not be revoked or reversed in any manner by CLIENT or such third party. **CLIENT UNCONDITIONALLY AGREES THAT IT WILL NOT INITIATE ANY CHARGEBACKS FOR THE DISPUTE OF ANY CHARGES FOR SERVICES.**

g. Credit Reports; Information Sharing. CLIENT AND ITS GUARANTOR(S) HEREBY AUTHORIZE ECODELOGICAL, ITS AGENTS AND REPRESENTATIVES, AND ANY CREDIT REPORTING AGENCY ENGAGED BY ANY OF THE FOREGOING, TO: (A) INVESTIGATE ANY STATEMENTS OR DATA OBTAINED FROM OR ABOUT CLIENT OR GUARANTOR(S) FOR THE PURPOSE OF THIS AGREEMENT; AND (B) OBTAIN CLIENT'S AND GUARANTOR'S BUSINESS AND PERSONAL CREDIT BUREAU REPORTS FROM TIME TO TIME IN ORDER TO DETERMINE CLIENT'S ELIGIBILITY FOR A FINANCIAL PRODUCT (E.G. PAYMENT PLAN) OR FOR SO LONG AS CLIENT OR GUARANTOR CONTINUES TO HAVE ANY OBLIGATION TO ECODELOGICAL UNDER THIS AGREEMENT. By entering into this Agreement, CLIENT and its Guarantor(s) hereby authorize ECODELOGICAL to share information regarding Client and/or Guarantor(s) relating to this Agreement to credit bureaus and any service providers ECODELOGICAL utilizes in connection with performing credit evaluations and collection processes under the Agreement. Such parties may use the shared information when considering whether to offer financial or other products or services in the future. Client and Guarantor(s) hereby waive, to the maximum extent provided by law, any claim for damages against ECODELOGICAL and its affiliates, agents, employees, owners, and representatives relating to (i) any investigation undertaken by such person and/or entity as permitted by this Agreement or (ii) disclosure of information as permitted by this Agreement. If CLIENT or Guarantor(s) fails to satisfy the terms of its respective obligations hereunder, ECODELOGICAL may submit a negative report to a credit reporting agency that adversely effects the credit score or record of CLIENT and/or Guarantor.

3. TERM. This Agreement shall be effective from the date set forth on the first Order Form executed by the parties (the "Effective Date"). The term of this Agreement shall commence on the Effective Date and continue until all Services have been completed under the applicable Order Form(s) or until no Order Form remains outstanding, whichever occurs first, unless otherwise terminated in accordance with the provisions of this Agreement. All Services shall be completed by ECODELOGICAL in accordance with the schedule outlined in the Order Form.

4. OWNERSHIP OF DELIVERABLES.

- a. Upon full payment of the Compensation to ECODELOGICAL for Project Services set forth in an Order Form, all right, title, and interest in and to all tangible deliverables produced by ECODELOGICAL pursuant to the applicable Order Form shall be and remain vested with CLIENT, at which time ECODELOGICAL shall deliver all originals and copies of deliverables (whether completed or in process) to CLIENT. ECODELOGICAL, however, shall be entitled to retain a copy of the deliverables for its own file and for its own promotion purposes. To the extent a deliverable includes copyrightable or patentable works, such works shall be considered "works for hire" and CLIENT shall at all times be considered the author, creator, or inventor thereof and CLIENT shall have all rights therein including without limitation the rights to reproduce, distribute, transfer, or prepare derivative works from the deliverables. In the event a deliverable is not deemed to be a "work for hire", then in consideration of full payment of the Compensation to ECODELOGICAL for Services set forth in the applicable Order Form, ECODELOGICAL hereby

assigns to CLIENT any and all rights ECODELOGICAL may have in the deliverables, including without limitation all patent rights, copyrights, and rights attendant thereto. In the event that it is necessary for ECODELOGICAL to join in or otherwise assist CLIENT in the registration of any of the deliverables, ECODELOGICAL shall cooperate with CLIENT and execute any and all documents deemed necessary by CLIENT to register, and otherwise protect and perfect CLIENT's rights and interests in, the deliverables.

- b. Publicity. ECODELOGICAL shall have the right to use CLIENT's name and marks for the purpose of advertising and publicizing ECODELOGICAL's participation in the Project but not as an endorsement or testimonial.

6. CONTROL. It is contemplated by CLIENT that in the course of providing the Services, ECODELOGICAL shall have complete control of the provision of the Services, subject to CLIENT's rights to timely instruct ECODELOGICAL in certain areas, including, but not limited to, the right to add to, subtract from, arrange, rearrange, reorder and revise the Services in any manner, so long as such instruction does not result in an increase in the Compensation without CLIENT's prior written consent.

7. INDEMNIFICATION.

a. ECODELOGICAL shall defend (if required by CLIENT), indemnify, and hold CLIENT, CLIENT's officers, directors, agents, employees, and assigns of each, harmless from and against any and all third party damages, claims, demands, suits, judgments, losses, or expenses (including reasonable attorneys' fees) of any nature whatsoever arising directly or indirectly from or out of: any failure of ECODELOGICAL to perform the Services hereunder in accordance with generally accepted professional standards; any breach of ECODELOGICAL's representations or warranties as set forth in this Agreement; or any other failure of ECODELOGICAL to comply with the obligations on its part to be performed hereunder. The provisions of this paragraph shall survive the expiration or sooner termination of this Agreement.

b. CLIENT shall defend (if required by ECODELOGICAL), indemnify, and hold ECODELOGICAL, ECODELOGICAL's officers, directors, agents, employees, and assigns, harmless from and against any and all third party damages, claims, demands, suits, judgments, losses, or expenses (including reasonable attorneys' fees) of any nature whatsoever arising directly or indirectly from or out of: any breach of CLIENT's representations or warranties as set forth in this Agreement; any product liability claims with respect to a product provided for ECODELOGICAL'S use in connection with performing the Services; or any other failure of CLIENT to comply with the obligations on its part to be performed hereunder. The provisions of this paragraph shall survive the expiration or sooner termination of this Agreement.

8. ECODELOGICAL'S RESPONSIBILITIES/ REPRESENTATIONS.

a. ECODELOGICAL shall be solely responsible for the appropriate insurance for the Services, including errors and omissions coverage, and all salaries, employee benefits, social security taxes, and federal and state unemployment insurance and any and all similar taxes relating to ECODELOGICAL and the Services.

b. ECODELOGICAL hereby represents: that ECODELOGICAL has the experience, staff, skill and authority to perform the Services (including through the use of independent contractors) and will utilize the same in the performance of the Services; and that ECODELOGICAL shall comply with all applicable federal, state and local laws, rules and regulations.

9. INTELLECTUAL PROPERTY REPRESENTATIONS. Each party represents and warrants that any intellectual property given to or used by the other party, as the case may be, for use in the Project is free from any liens, claims, charges and encumbrances, and is wholly owned by it, or licensed thereby, or such intellectual property is in the public domain or otherwise does not require permission for use and such intellectual property does not and will not infringe upon the copyright, trademark, patent or any other intellectual property right of any other person or entity. Upon request by ECODELOGICAL, CLIENT agrees to provide proof of trademark, copyright or letter of assignment granting rights for the use of provided material for the provision of the Services. Notwithstanding the foregoing, neither party shall be responsible for any software code copied or utilized by third parties without the permission of ECODELOGICAL or CLIENT.

10. FURTHER REPRESENTATIONS. Each party represents and warrants that it has the full right and authority to enter into, execute, and perform its obligations under this Agreement and that no pending or threatened claim or litigation known to it would have a material adverse impact on its ability to perform as required by this Agreement.

11. ASSIGNMENT. Neither party may sell, assign, transfer, or otherwise convey any of its rights (or delegate any of its duties) under this Agreement without the prior written consent of the other party, except that ECODELOGICAL may assign or delegate any of its duties hereunder to a third-party subcontractor upon written notice to CLIENT. Any attempted sale, assignment, transfer, conveyance, or delegation in violation of this paragraph shall be void.

12. ATTORNEY'S FEES. In the event any litigation, arbitration, or controversy between the parties hereto arises out of or in connection with this Agreement, the prevailing party in such litigation or controversy shall be entitled to recover from the other party or parties all reasonable attorneys' fees, expenses and suit costs, including those associated with any appellate proceedings or post-judgment collection proceedings.

13. BINDING EFFECT. This Agreement shall be binding upon and shall inure to the benefit of the parties and their heirs, personal representatives, successors, and assigns (as the case may be), except as otherwise expressly provided for herein.

14. ENTIRE AGREEMENT/NO ORAL MODIFICATION. This Agreement, including the Order Form(s) executed by the parties and any mutually executed documents attached to this Agreement or any Order Form, and the Personal Guaranty, constitutes the entire agreement of the parties hereto with respect to the subject matter of this Agreement and supersedes any and all previous agreements between the parties, whether written or oral, with respect to such subject matter. No waiver or modification of this Agreement or of any covenant condition, or limitation herein contained shall be valid unless in writing and duly executed by the party to be charged therewith. The provisions of this paragraph may not be waived except as herein set forth.

15. FORCE MAJEURE. If the performance by either party of any nonmonetary obligation under this Agreement is delayed or prevented in whole or in part by any cause not reasonably within its control (including without limitation acts of God, war, civil disturbances, accidents, damage to its facilities, labor disputes, acts of any governmental body, or failure or delay of third parties), it shall be excused of performance for the period during which such performance is so limited or prevented without liability of any kind. Notwithstanding the foregoing, if any force majeure event shall continue for a period of thirty (30) continuous days, either party shall have the right to immediately terminate this Agreement by providing written notice to the other party. Nothing herein contained shall be construed as requiring either party to accede to any demands of labor or labor unions, suppliers or other entities which it considers unreasonable.

16. NOTICES. All notices or other communications required or permitted to be given hereunder shall be deemed to have been given by the notifying party if mailed by certified or registered mail, return receipt requested, to the receiving party addressed to its or his mailing address set forth in the first paragraph of this Agreement, or such other address as the notifying party may designate in writing by certified or registered mail, return receipt requested, to the other parties.

17. REASONABLE EFFORTS. In all cases, the parties agree to use all reasonable efforts to carry out the letter and spirit of this Agreement and to use good faith and commercial reasonableness in their dealings with one another.

18. RELATIONSHIP OF PARTIES. This Agreement shall not be construed to make either party an agent, employee, partner, or joint venturer of or with the other. Each party shall be regarded as an independent contractor for all purposes, including, without limitation, income tax and employment tax purposes, and shall represent such status to third parties. Nothing contained in this Agreement shall authorize, empower, or constitute any party as agent of any other party in any manner; authorize or empower one party to assume or create any obligation or responsibility whatsoever, express or implied, on behalf of or in the name of any other party; or authorize or empower a party to bind any other party in any manner or make any representation, warranty, covenant, agreement, or commitment on behalf of any other party.

19. TERMINATION.

a. Termination for Cause. Any breach of any obligation by any party under this Agreement shall entitle any other party to declare the breaching party in default by notifying the breaching party in writing (which shall include email, with a verified receipt) of the particulars of such default. Thereafter, the breaching party shall have ten (10) days in which to cure the incident of default described in such notice. If the incident of default is not cured within said ten (10) day period, then the non-breaching party giving the notice of default may elect to cease its compliance with its obligations under this Agreement because of such uncured default and/or terminate this Agreement, including any outstanding Order Form(s). If such uncured default is by CLIENT, CLIENT acknowledges and agrees that ECODELOGIC may, without notice to CLIENT, trigger a kill switch to deactivate the application providing the Services. Nothing contained in this paragraph, however, shall limit any party's rights to seek appropriate relief, including, but not limited to, termination of this Agreement, specific performance and/or damages in the event of a default.

b. Termination for Convenience. Notwithstanding the foregoing, either party may terminate this Agreement or any Order Form for any or no reason upon thirty (30) days prior written notice to the other party. If such termination is by CLIENT, CLIENT forfeits any prepaid Compensation under the applicable Order Form(s), and the CLIENT agrees to pay upon termination the amount of any cancellation fees or other amounts due to ECODELOGICAL as provided in the Order Form. Termination of this Agreement shall also be deemed to terminate all outstanding Order Form(s).

20. TIME OF ESSENCE. Time is of the essence of this Agreement and of each obligation of CLIENT contained herein.

21. THIRD PARTY BENEFICIARIES. This Agreement does not create, and shall not be construed as creating, any rights enforceable by any person not a party to this Agreement.

22. RULE OF CONSTRUCTION; AMBIGUITIES. The parties acknowledge that they have all been represented by their own legal counsel in this matter, or have voluntarily elected not to do so, that they have carefully read, fully understand and knowingly agree, to all of the terms and conditions contained in this Agreement. Consequently, the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement.

23. SECTION AND PARAGRAPH HEADINGS. Section and paragraph headings used throughout this Agreement are for reference and convenience and in no way define, limit, or describe the scope or intent of this Agreement or affect its provisions.

24. SURVIVAL OF REPRESENTATIONS AND OBLIGATIONS. Following the effective date of termination of this Agreement, each party shall remain liable for any obligations or liabilities arising from activities carried on or conducted by it pursuant to the terms and conditions of this Agreement prior to the effective date of termination. In addition, the following provisions will survive termination or expiration of this Agreement: Section 7 (Indemnification); Section 25 (Confidential Information); Section 27 (Warranty Disclaimers); Section 28 (Limitation of Liability); and any other provision of this Agreement that must survive to fulfill its essential purpose.

25. CONFIDENTIALITY OF MATERIAL. Either party may, during the course of its engagement hereunder, have access to, and acquire knowledge of or from (i) information relating to the Project, the Services, or the other party, or its parent, affiliated, or related companies, which may not be accessible or known to the general public and (ii) such information, if in writing, is marked as confidential or explicitly declared as confidential upon oral disclosure of such information ("Confidential Information"). During the term of this Agreement, and for a period of one (1) year commencing after the expiration or termination of this Agreement, all such Confidential Information acquired by such party shall not be used, published or divulged by such party to any other person, firm or corporation, or in any advertising or promotion regarding such party or such party's services, or in any other manner or connection whatsoever without first having obtained the written permission of the first party. Nothing herein shall apply to any information (i) which is now generally known or readily available to the trade or public or which becomes so known or readily available without fault of such party; (ii) or which is possessed by such party prior to its disclosure hereunder by the first

party; or (iii) which is legally acquired from a third party without restriction, provided that such party does not know, or have reason to know or is not informed subsequent to disclosure by such third party and prior to disclosure by such party that such information was acquired under an obligation of confidentiality.

26. NON COMPETE. During the term of this Agreement, and for a period of one (1) year commencing after the expiration or termination of this Agreement, neither party shall directly or indirectly, own, manage, operate, join or control or participate in the ownership, management, operation or control of, or be a director, stockholder, partner or employee of, or a consultant to, any business, firm, partnership, venture, corporation or entity which is conducting any business which competes with the business of the other party or its affiliates or subsidiaries as then conducted during the term of this Agreement, anywhere in the world.

27. DISCLAIMER OF WARRANTIES. ECODELOGICAL PROVIDES NO REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR ANY IMPLIED WARRANTY ARISING FROM STATUTE, COURSE OF DEALING, COURSE OF PERFORMANCE, OR USAGE OF TRADE. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, ECODELOGICAL DOES NOT WARRANT THAT THE SERVICES WILL MEET THE CLIENT'S EXPECTATIONS OR REQUIREMENTS. THE ENTIRE RISK AS TO THE QUALITY AND PERFORMANCE IS WITH CLIENT. EXCEPT AS OTHERWISE SPECIFIED IN THIS SERVICE AGREEMENT, ECODELOGICAL PROVIDES ITS SERVICES "AS IS" AND WITHOUT WARRANTY OF ANY KIND. THE PARTIES AGREE THAT (A) THE LIMITED WARRANTIES SET FORTH IN THIS SECTION ARE THE SOLE AND EXCLUSIVE WARRANTIES PROVIDED BY EACH PARTY, AND (B) EACH PARTY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, RELATING TO THIS AGREEMENT, COURSE OF PERFORMANCE INTELLECTUAL PROPERTY RIGHTS, THE CONTENT, AND EACH PARTY'S COMPUTING AND DISTRIBUTION SYSTEM.

CLIENT ACKNOWLEDGES THAT THE SOFTWARE AND ECODELOGICAL'S PERFORMANCE UNDER THIS AGREEMENT IS DEPENDENT UPON THE DECISIONS, APPROVALS, AND SPECIFICATIONS PROVIDED BY CLIENT, UPON WHICH ECODELOGICAL WILL RELY. ECODELOGICAL DOES NOT WARRANT THAT THE SOFTWARE WILL PERFORM WITHOUT ERROR OR THAT IT WILL RUN WITHOUT IMMATERIAL INTERRUPTION. ECODELOGICAL PROVIDES NO WARRANTY REGARDING, AND WILL HAVE NO RESPONSIBILITY FOR, ANY CLAIM ARISING OUT OF: (A) A MODIFICATION OF THE SOFTWARE MADE BY ANYONE OTHER THAN ECODELOGICAL, UNLESS ECODELOGICAL APPROVES SUCH MODIFICATION IN WRITING; OR (B) USE OF THE SOFTWARE IN COMBINATION WITH ANY OPERATING SYSTEM NOT AUTHORIZED UNDER AN ORDER FORM OR WITH HARDWARE OR SOFTWARE SPECIFICALLY FORBIDDEN UNDER AN ORDER FORM. ECODELOGICAL PROVIDES NO REPRESENTATION OR WARRANTY THAT THE SOFTWARE PRODUCED UNDER THIS AGREEMENT WILL BE APPROVED BY A THIRD-PARTY APP STORE PROVIDER (E.G. APPLE'S "APP STORE" OR GOOGLE'S "PLAY STORE").



28. LIMITED LIABILITY. IN NO EVENT SHALL ECODEOLOGICAL BE LIABLE TO CLIENT OR TO ANY THIRD PARTY FOR LOSS OF USE, REVENUE, OR PROFITS, LOSS OF DATA, OR FOR ANY INDIRECT, SPECIAL, EXEMPLARY, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES, WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR OTHERWISE, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR IMPLIED WARRANTIES ARISING FROM COURSE OF DEALING OR COURSE OF PERFORMANCE, , REGARDLESS OF WHETHER SUCH DAMAGE WAS FORESEEABLE AND WHETHER OR NOT SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY PROVIDED HEREIN. ECODEOLOGICAL MAKES NO WARRANTY OF ANY KIND, WHETHER EXPRESS OR IMPLIED, WITH REGARD TO ANY ADVICE GIVEN BY ECODEOLOGICAL, SPECIFICALLY INCLUDING ITS ACCOUNT STRATEGISTS, ANY THIRD PARTY PRODUCTS, THIRD PARTY CONTENT OR ANY SOFTWARE, EQUIPMENT, OR HARDWARE OBTAINED FROM THIRD PARTIES. ECODEOLOGICAL SHALL NOT BE LIABLE FOR CLIENT'S FAILURE TO TAKE POSSESSION OR CONTROL OF ANY ITEMS IDENTIFIED IN THIS AGREEMENT AS BELONGING TO CLIENT UPON TERMINATION OF THIS AGREEMENT. IN NO EVENT SHALL ECODEOLOGICAL'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT EXCEED THE AGGREGATE AMOUNTS PAID TO ECODEOLOGICAL PURSUANT TO THE APPLICABLE ORDER FORM IN THE ONE (1) MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO THE CLAIM OR \$5000.00, WHICHEVER IS LESS.

29. GOVERNING LAW. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, without reference to any conflicts of law principles that would apply the substantive laws of another jurisdiction.

30. EXPORT CONTROLS. CLIENT shall not: (a) permit any third party to access or use any Software or technology produced under this Agreement in violation of any U.S. law or regulation; or (b) export any such Software or technology or otherwise remove it from the United States except in compliance with all applicable U.S. laws and regulations. Without limiting the generality of the foregoing, CLIENT shall not permit any third party to access or use the Software or technology in, or export the technology to, a country subject to a United States embargo. Further, CLIENT shall not export or transmit such Software or technology across any national boundary except in compliance with all applicable laws and regulations, including without limitation the export laws and regulations of the originating country.

30. DISPUTE RESOLUTION.

a. Except as otherwise provided in this Section 31, in the event of dispute, either party may call for escalation by written notice to the other. Within ten (10) business days of such notice, each party shall designate an executive with authority to make commitments that would resolve the dispute (a "Senior Manager"). The parties' Senior Managers shall meet in person or by telephone or videoconference ("Dispute Conference") within five (5) business days of their designation and shall negotiate in good faith to resolve the dispute. Except to the extent

necessary to prevent irreparable harm or to preserve rights or remedies, neither party shall initiate mediation or litigation until fifteen (15) business days after the Dispute Conference.

b. If the parties cannot themselves resolve a dispute arising out of or related to this Agreement, they shall attempt to resolve such dispute through mediation in Orlando, Florida by a mutually agreed mediator with the parties sharing equally the costs of mediation. Except to the extent necessary to prevent irreparable harm or to preserve rights or remedies, neither party shall initiate arbitration or litigation until thirty (30) days after the first mediation conference, unless the other party has materially breached its obligations set forth in the preceding sentence.

c. The dispute resolution procedure in this Section 31 shall not apply to any claim by ECODELOGICAL for nonpayment of Compensation due under an Order Form. In the event CLIENT fails to pay Compensation when due under an Order Form, ECODELOGICAL may exercise any and all rights available to it at law and at equity at any time, including initiating litigation or referring the overdue payment to a debt collector(s), without following the dispute resolution procedure provided above.

31. AMENDMENT. This Agreement may not be amended except by a written agreement signed by an authorized representative of each party.

32. SEVERABILITY. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of the other provisions of this Agreement. In the event that a provision of this Agreement is held to be invalid or otherwise unenforceable, such provision shall be interpreted to fulfill its intended purpose to the maximum extent permitted by applicable law, and the remaining provisions of this Agreement shall continue in full force and effect.

33. CONFLICTS. Except where expressly stated to the contrary, the following order of precedence will govern in the event of any conflict among the following documents, with lower numbers governing over higher ones: (1) the main body of this Agreement; (2) any mutually executed documents attached to this Agreement; (3) the applicable Order Form; and (4) any mutually executed documents attached to the applicable Order Form.

34. ELECTRONIC SIGNATURES. The parties agree that this Agreement may be signed via electronic signature and that such electronically-produced signature shall have the same legal effect as if such signature had been manually written on this Agreement by such party. In any legal proceedings between the parties in any way relating to this Agreement, each party expressly waives any right to raise any defense or waiver of liability based upon the execution of this Agreement by a party by means of an electronically-produced signature.

**Exhibit A to Ecodeological Professional Services Agreement**  
**PERSONAL GUARANTY**

For value received, Guarantor hereby unconditionally and fully guarantees the prompt and complete performance of CLIENT'S obligations under this Professional Services Agreement between CLIENT and ECODELOGICAL ("Professional Services Agreement"), including, but not limited to, prompt and complete payment of all sums owed to ECODELOGICAL hereunder, as and when the same become due and payable. The obligations of Guarantor hereunder shall continue until all obligations of CLIENT under the Professional Services Agreement have been either (a) fully performed or satisfied by CLIENT (or Guarantor) or (b) expressly waived in writing by ECODELOGICAL. Guarantor further acknowledges and agrees that the obligations arising under the Professional Services Agreement may be enforced against Guarantor, and that ECODELOGICAL has no obligation to pursue or take action against CLIENT in the event of a default under the Professional Services Agreement, and ECODELOGICAL may solely pursue its rights against Guarantor.

4812-1476-2467, v. 2