

CATCH APP, LLC

SOFTWARE as a SERVICE AGREEMENT

This Software as a Service Agreement (this "**Agreement**") by and between Catch App, LLC, a Texas limited liability company ("**Catch**") and the undersigned customer ("**Customer**") is made effective as of the date the Customer signs the Agreement (the "**Effective Date**"). Catch and Customer may be referred to herein collectively as the "**Parties**" or individually as a "**Party**"

1. This Agreement states the terms and conditions by which Catch will deliver and Customer will receive any or all of the software and services provided by Catch (the "**Services**"). The specific Services to be provided hereunder are identified in an addendum attached to this Agreement as Exhibit A (the "**Service Addendum**"). Each addendum, including the Service Addendum, and any service orders, statements of work, or general addendums (each, an "**Addendum**") accepted by Catch is hereby incorporated by reference into this Agreement. This Agreement is intended to cover any and all Services ordered by Customer and provided by Catch. In the event that any terms set forth herein apply specifically to a Service or offering not ordered by Customer, such terms shall not apply to Customer. Capitalized terms shall have the meanings assigned to them herein. In the event of a conflict between an Addendum and this Agreement, the terms of the Addendum shall take precedence.

2. Customer Access and Use of the Services.

(a) Provision of Access. Subject to and conditioned on Customer's payment of Fees and compliance with all other terms and conditions of this Agreement, Catch hereby grants Customer a non-exclusive, non-transferable (except in compliance with Section 13(g) right to access and use the Services during the Term, solely for use by Authorized Users in accordance with the terms and conditions herein. Such use is limited to Customer's internal use. Catch shall provide to Customer the necessary passwords and network links or connections to allow Customer to access the Services. Customer may access and use the Services only as permitted by this Agreement. Customer acknowledges that Customer is not receiving any right or license to use, or any ownership interest with respect to, the Services or any technology or intellectual property related to the Services.

(b) Accounts/User IDs. Customer will be provided with one or more User IDs to access the Services through the Account. Customer represents and warrants that: (1) all information Customer provides in connection with registering for the Account ("**Registration Information**") is true, accurate, current, and complete; and (2) Customer will maintain and promptly update the Registration Information to keep it true, accurate, current, and complete. Failure to comply with the foregoing shall constitute a breach of this Agreement, which may result in immediate termination of Customer's Account. Customer will be responsible for ensuring the security and confidentiality of all User IDs. Customer acknowledges that Customer will be fully responsible for all liabilities incurred through use of any User ID (whether lawful or unlawful) and that any transactions completed under a User ID will be deemed to have been lawfully completed by Customer. In no event will Catch be liable for the foregoing obligations or the failure by Customer to fulfill such obligations.

(c) Documentation License. Subject to the terms and conditions contained in this Agreement, Catch hereby grants to Customer a non-exclusive, non-sublicenseable, non-transferable (except in compliance with Section 13(g) license to use the Documentation during the Term solely for Customer's internal business purposes in connection with its use of the Services.

(d) Use Restrictions. Customer shall not use the Services for any purposes beyond the scope of the access granted in this Agreement. Customer shall not at any time, directly or indirectly, and shall not permit any Authorized Users to: (i) copy, modify, or create derivative works of the Services or Documentation, in whole or in part; (ii) rent, lease, lend, sell, license, sublicense, assign, distribute, publish, transfer, or otherwise make available the Services or Documentation; (iii) reverse engineer, disassemble, decompile, decode, adapt, or otherwise attempt to derive or gain access to

any software component of the Services, in whole or in part; (iv) remove any proprietary notices from the Services or Documentation; or (v) use the Services or Documentation in any manner or for any purpose that infringes, misappropriates, or otherwise violates any intellectual property right or other right of any person, or that violates any applicable law.

(e) Reservation of Rights. Catch reserves all rights not expressly granted to Customer in this Agreement. Except for the limited rights and licenses expressly granted under this Agreement, nothing in this Agreement grants, by implication, waiver, estoppel, or otherwise, to Customer or any third party any intellectual property rights or other right, title, or interest in or to the Catch IP.

(f) Suspension. Notwithstanding anything to the contrary in this Agreement, Catch may temporarily suspend Customer's and any Authorized End User's access to any portion or all of the Services if: (i) Catch reasonably determines that (A) there is a threat or attack on any of the Catch IP; (B) Customer's or any Authorized End User's use of the Catch IP disrupts or poses a security risk to the Catch IP or to any other customer or vendor of Catch; (C) Customer, or any Authorized End User, is using the Catch IP for fraudulent or illegal activities; (D) subject to applicable law, Customer has ceased to continue its business in the ordinary course, made an assignment for the benefit of creditors or similar disposition of its assets, or become the subject of any bankruptcy, reorganization, liquidation, dissolution, or similar proceeding; or (E) Catch's provision of the Services to Customer or any Authorized End User is prohibited by applicable law; (ii) any vendor of Catch has suspended or terminated Catch's access to or use of any third-party services or products required to enable Customer to access the Services; or (iii) in accordance with Section 5(a)(iii) (any such suspension described in subclause (i), (ii), or (iii), a "**Service Suspension**"). Catch shall use commercially reasonable efforts to provide written notice of any Service Suspension to Customer and to provide updates regarding resumption of access to the Services following any Service Suspension. Catch shall use commercially reasonable efforts to resume providing access to the Services as soon as reasonably possible after the event giving rise to the Service Suspension is cured. Catch will have no liability for any damage, liabilities, losses (including any loss of data or profits), or any other consequences that Customer or any Authorized User may incur as a result of a Service Suspension.

3. Customer Responsibilities. Customer is responsible and liable for all uses of the Services and Documentation resulting from access provided by Customer, directly or indirectly, whether such access or use is permitted by or in violation of this Agreement. Without limiting the generality of the foregoing, Customer is responsible for all acts and omissions of Authorized Users, and any act or omission by an Authorized User that would constitute a breach of this Agreement if taken by Customer will be deemed a breach of this Agreement by Customer. Customer shall use reasonable efforts to make all Authorized Users aware of this Agreement's provisions as applicable to such Authorized User's use of the Services, and shall cause Authorized Users to comply with such provisions.

4. Additional Services. Upon Customer's request and Catch's agreement, Catch will provide the Services set forth in an Addenda signed by both parties. Customer will pay Catch all applicable Fees for such Services.

5. Fees and Payment.

(a) Fees. Customer shall pay Catch the fees ("**Fees**") as set forth in **Exhibit A** without offset or deduction. Customer shall make all payments hereunder in US dollars on or before the due date set forth in **Exhibit A**. If Customer fails to make any payment when due, without limiting Catch's other rights and remedies: (i) Catch may charge interest on the past due amount at the rate of 1.5% per month calculated daily and compounded monthly or, if lower, the highest rate permitted under applicable law; (ii) Customer shall reimburse Catch for all costs incurred by Catch in collecting any late payments or interest, including attorneys' fees, court costs, and collection agency fees; and (iii) if such failure continues for 30 days or more, Catch may suspend Customer's and its Authorized Users' access to any portion or all of the Services until such amounts are paid in full.

(b) Recurring Charges. The parties will set forth their agreement in the Service Addendum regarding any recurring charges that may be applicable to the Services (the “**Recurring Charges**”), including without limitation setting forth the period in which such fees recur (e.g. whether the fees are charged on a monthly basis or some other time period).

(c) Billing and Payment. Catch shall provide Customer invoices for the Recurring Charges and any other amounts owed by Customer to Catch under this Agreement. All invoices shall be sent to the contact and address in the Service Addendum. If the Services commence or end on a day other than the first day of a calendar month, then any Recurring Charges that are applicable for the period in which such Services commence or end shall be prorated in proportion to the number of days the Services are provided in such month.

(d) Taxes. All Fees and other amounts payable by Customer under this Agreement are exclusive of taxes and similar assessments. Customer is 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 or regulatory authority on any amounts payable by Customer hereunder, other than any taxes imposed on Catch's income.

6. Confidential Information. From time to time during the Term, either Party may disclose or make available to the other Party information about its business affairs, products, confidential intellectual property, trade secrets, third-party confidential information, and other sensitive or proprietary information, whether orally or in written, electronic, or other form or media/in written or electronic form or media, that is marked, designated or otherwise identified as "confidential" (collectively, "**Confidential Information**"). Confidential Information does not include information that, at the time of disclosure is: (a) in the public domain; (b) known to the receiving Party at the time of disclosure; (c) rightfully obtained by the receiving Party on a non-confidential basis from a third party; or (d) independently developed by the receiving Party. The receiving Party shall not disclose the disclosing Party's Confidential Information to any person or entity, except to the receiving Party's employees who have a need to know the Confidential Information for the receiving Party to exercise its rights or perform its obligations hereunder. Notwithstanding the foregoing, each Party may disclose Confidential Information to the limited extent required (i) in order to comply with the order of a court or other governmental body, or as otherwise necessary to comply with applicable law, provided that the Party making the disclosure pursuant to the order shall first have given written notice to the other Party and made a reasonable effort to obtain a protective order; or (ii) to establish a Party's rights under this Agreement, including to make required court filings. On the expiration or termination of the Agreement, the receiving Party shall promptly return to the disclosing Party all copies, whether in written, electronic, or other form or media, of the disclosing Party's Confidential Information, or destroy all such copies and certify in writing to the disclosing Party that such Confidential Information has been destroyed. Each Party's obligations of non-disclosure with regard to Confidential Information are effective as of the Effective Date and will expire five years from the date first disclosed to the receiving Party; provided, however, with respect to any Confidential Information that constitutes a trade secret (as determined under applicable law), such obligations of non-disclosure will survive the termination or expiration of this Agreement for as long as such Confidential Information remains subject to trade secret protection under applicable law.

7. Intellectual Property Ownership; Feedback.

(a) Catch IP. Customer acknowledges that, as between Customer and Catch, Catch owns all right, title, and interest, including all intellectual property rights, in and to the Catch IP.

(b) Customer Data. Catch acknowledges that, as between Catch and Customer, Customer owns all right, title, and interest, including all intellectual property rights, in and to the Customer Data. Customer hereby grants to Catch a non-exclusive, royalty-free, worldwide license to reproduce, distribute, and otherwise use and display the Customer Data and perform all acts with respect to the Customer Data as may be necessary for Catch to provide the Services to Customer, and a non-exclusive, perpetual, irrevocable, royalty-free, worldwide license to reproduce,

distribute, modify, and otherwise use and display Customer Data incorporated within the Aggregated Statistics.

(c) Feedback. If Customer or any of its employees or contractors sends or transmits any communications or materials to Catch by mail, email, telephone, or otherwise, suggesting or recommending changes to the Catch IP, including without limitation, new features or functionality relating thereto, or any comments, questions, suggestions, or the like ("**Feedback**"), Catch is free to use such Feedback irrespective of any other obligation or limitation between the parties governing such Feedback. Customer hereby assigns to Catch on Customer's behalf, and on behalf of its employees, contractors and/or agents, all right, title, and interest in, and Catch is free to use, without any attribution or compensation to any party, any ideas, know-how, concepts, techniques, or other intellectual property rights contained in the Feedback, for any purpose whatsoever, although Catch is not required to use any Feedback.

8. Warranties and Disclaimers.

(a) Warranties. Customer represents and warrants to Catch that: (a) Customer has all requisite corporate or other applicable power and authority to execute, deliver and perform its obligations under this Agreement; (b) the execution, delivery and performance of this Agreement by Customer has been duly authorized; and will not conflict with, result in a breach of, or constitute a default under any other agreement to which Customer is a party or by which Customer is bound; and (c) Customer will, in Customer's performance of this Agreement, comply with all applicable laws, rules and regulations in connection with the use of the Services.

(b) Disclaimers. CATCH PROVIDES THE SERVICES "AS IS" AND "AS AVAILABLE" AND "WITH ALL FAULTS." TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, CATCH SPECIFICALLY DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED OR STATUTORY, REGARDING THE SERVICES, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY THAT THE SERVICES WILL BE UNINTERRUPTED, ERROR-FREE OR FREE OF HARMFUL COMPONENTS, THAT THE CONTENT PROVIDED THROUGH THE SERVICES WILL BE ACCURATE, TIMELY, OR COMPLETE, AND ANY IMPLIED WARRANTY OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT, AND ANY WARRANTY ARISING OUT OF ANY COURSE OF PERFORMANCE, COURSE OF DEALING OR USAGE OF TRADE. SOME JURISDICTIONS DO NOT ALLOW THE FOREGOING EXCLUSIONS. IN SUCH AN EVENT SUCH EXCLUSION WILL NOT APPLY SOLELY TO THE EXTENT PROHIBITED BY APPLICABLE.

(c) Specific Disclaimers. THE SERVICES MAY PROVIDE, OR THE SERVICES MAY BE CONNECTED TO A SERVICE THAT PROVIDES, INFORMATION OR ANALYSIS REGARDING TRAVEL AND TRANSPORTATION INFORMATION, INCLUDING AIRLINE, HOTEL, AND OTHER TRANSPORTATION RELATED PRICES. CUSTOMER UNDERSTANDS THAT SUCH PRICE INFORMATION OR ANALYSIS IS PROVIDED FOR INFORMATIONAL PURPOSES ONLY. CATCH MAKES NO REPRESENTATIONS OR WARRANTIES AS TO THE APPROPRIATENESS, FITNESS, SUITABILITY, TIMELINESS, ACCURACY OR COMPLETENESS OF SUCH INFORMATION. CUSTOMER SETS ITS OWN PRICES AND IS RESPONSIBLE FOR SETTING SUCH PRICES REGARDLESS OF THE INFORMATION PROVIDED THROUGH CATCH'S SERVICES. ANY PRICE INFORMATION PROVIDED THROUGH THE SERVICES IS ONLY AN ESTIMATE AND CUSTOMER ASSUMES THE RISK OF RELYING ON ANY PRICING INFORMATION PROVIDED THROUGH THE SERVICES.

9. Indemnification.

(a) Catch Indemnification.

(i) Catch shall indemnify, defend, and hold harmless Customer from and against any and all losses, damages, liabilities, costs ("**Losses**") incurred by Customer resulting from any third-party claim, suit, action, or proceeding ("**Third-Party Claim**") that the Services, or any use of the Services in accordance with this Agreement, infringes or misappropriates such

third party's US intellectual property rights/US patents, copyrights, or trade secrets, provided that Customer promptly notifies Catch in writing of the claim, cooperates with Catch, and allows Catch sole authority to control the defense and settlement of such claim.

(ii) If such a claim is made or appears possible, Customer agrees to permit Catch, at Catch's sole discretion, to (A) modify or replace the Services, or component or part thereof, to make it non-infringing, or (B) obtain the right for Customer to continue use. If Catch determines that neither alternative is reasonably available, Catch may terminate this Agreement, in its entirety or with respect to the affected component or part, effective immediately on written notice to Customer.

(iii) This Section 9(a) will not apply to the extent that the alleged infringement arises from: (A) use of the Services in combination with data, software, hardware, equipment, or technology not provided by Catch or authorized by Catch in writing; (B) modifications to the Services not made by Catch; (C) Customer Data; or (D) Third-Party Products.

(b) Customer Indemnification. Customer shall indemnify, hold harmless, and, at Catch's option, defend Catch from and against any Losses resulting from any Third-Party Claim that the Customer Data, or any use of the Customer Data in accordance with this Agreement, infringes or misappropriates such third party's intellectual property rights and any Third-Party Claims based on Customer's or any Authorized User's (i) negligence or willful misconduct; (ii) use of the Services in a manner not authorized by this Agreement; (iii) use of the Services in combination with data, software, hardware, equipment or technology not provided by Catch or authorized by Catch in writing; or (iv) modifications to the Services not made by Catch, provided that Customer may not settle any Third-Party Claim against Catch unless Catch consents to such settlement, and further provided that Catch will have the right, at its option, to defend itself against any such Third-Party Claim or to participate in the defense thereof by counsel of its own choice.

(c) Sole Remedy. THIS SECTION 9 SETS FORTH CUSTOMER'S SOLE REMEDIES AND CATCH'S SOLE LIABILITY AND OBLIGATION FOR ANY ACTUAL, THREATENED, OR ALLEGED CLAIMS THAT THE SERVICES INFRINGE, MISAPPROPRIATE, OR OTHERWISE VIOLATE ANY INTELLECTUAL PROPERTY RIGHTS OF ANY THIRD PARTY.

10. Limitations of Liability. IN NO EVENT WILL CATCH BE LIABLE UNDER OR IN CONNECTION WITH THIS AGREEMENT UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, AND OTHERWISE, FOR ANY: (a) CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, ENHANCED, OR PUNITIVE DAMAGES; (b) INCREASED COSTS, DIMINUTION IN VALUE OR LOST BUSINESS, PRODUCTION, REVENUES, OR PROFITS; (c) LOSS OF GOODWILL OR REPUTATION; (d) USE, INABILITY TO USE, LOSS, INTERRUPTION, DELAY OR RECOVERY OF ANY DATA, OR BREACH OF DATA OR SYSTEM SECURITY; OR (e) COST OF REPLACEMENT GOODS OR SERVICES, IN EACH CASE REGARDLESS OF WHETHER CATCH WAS ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES OR SUCH LOSSES OR DAMAGES WERE OTHERWISE FORESEEABLE. IN NO EVENT WILL CATCH'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, AND OTHERWISE EXCEED THE TOTAL AMOUNTS PAID TO CATCH UNDER THIS AGREEMENT IN THE ONE YEAR PERIOD PRECEDING THE EVENT GIVING RISE TO THE CLAIM.

11. Term and Termination.

(a) Term. The initial term of this Agreement begins on the Effective Date and, unless terminated earlier pursuant to this Agreement's express provisions, will continue in effect one year (the "Initial Term"). This Agreement will automatically renew automatically renew for successive additional 1 month periods unless earlier terminated pursuant to this Agreement's express provisions or either Party gives the other Party written notice of non-renewal at least 30 days prior to the

expiration of the then-current term (each a "**Renewal Term**" and together with the Initial Term, the "**Term**").

(b) Termination. In addition to any other express termination right set forth in this Agreement:

(i) Catch may terminate this Agreement, effective on written notice to Customer, if Customer: (A) fails to pay any amount when due hereunder, and such failure continues more than 30 days after Catch's delivery of written notice thereof; or (B) breaches any of its obligations under Section 2(e) or Section 6;

(ii) either party may terminate this Agreement, effective on written notice to the other party, if the other Party materially breaches this Agreement, and such breach: (A) is incapable of cure; or (B) being capable of cure, remains uncured 30 days after the non-breaching Party provides the breaching Party with written notice of such breach; or

(iii) either Party may terminate this Agreement, effective immediately upon written notice to the other Party, if the other Party: (A) becomes insolvent or is generally unable to pay, or fails to pay, its debts as they become due; (B) files or has filed against it, a petition for voluntary or involuntary bankruptcy or otherwise becomes subject, voluntarily or involuntarily, to any proceeding under any domestic or foreign bankruptcy or insolvency law; (C) makes or seeks to make a general assignment for the benefit of its creditors; or (D) applies for or has appointed a receiver, trustee, custodian, or similar agent appointed by order of any court of competent jurisdiction to take charge of or sell any material portion of its property or business.

(c) Effect of Expiration or Termination. Upon expiration or earlier termination of this Agreement, Customer shall immediately discontinue use of the Catch IP and, without limiting Customer's obligations under Section 6 of this Agreement, Customer shall delete, destroy, or return all copies of the Catch IP and certify in writing to the Catch that the Catch IP has been deleted or destroyed. No expiration or termination will affect Customer's obligation to pay all Fees that may have become due before such expiration or termination.

(d) Refund Policy. Upon termination, Catch will refund the pro-rata amount for any unused whole months, upon Customer's request.

(e) Survival. This Section 11(d) and Sections 5, 6, 7, 8, 9, 10, and 12 survive any termination or expiration of this Agreement. No other provisions of this Agreement survive the expiration or earlier termination of this Agreement.

12. Definitions.

(a) "**Account**" means an account allowing access to the Services created for Customer.

(b) "**Aggregate Statistics**" means data and information related to Customer's use of the Services that is used by Catch in an aggregate and anonymized manner, including to compile statistical and performance information related to the provision and operation of the Services.

(c) "**Authorized User**" means Customer's employees, consultants, contractors, agents, and persons (i) who are authorized by Customer to access and use the Services under the rights granted to Customer pursuant to this Agreement and (ii) for whom access to the Services has been purchased hereunder.

(d) **"Customer Data"** means, other than Aggregated Statistics, information, data, and other content, in any form or medium, that is submitted, posted, or otherwise transmitted by or on behalf of Customer or an Authorized User through the Services.

(e) **"Documentation"** means Catch's information, including guides, instructions and handbooks, relating to the Services provided by Catch to Customer either electronically or in hard copy form and any end user documentation relating to the Services available at <http://www.usecatch.com>.

(f) **"Catch IP"** means the Services, the Documentation, and any and all intellectual property provided to Customer or any Authorized User in connection with the foregoing. For the avoidance of doubt, Catch IP includes Aggregated Statistics and any information, data, or other content derived from Catch's monitoring of Customer's access to or use of the Services, but does not include Customer Data.

13. Miscellaneous.

(a) Entire Agreement. This Agreement, together with any other documents incorporated herein by reference and all related Exhibits, constitutes the sole and entire agreement of the Parties with respect to the subject matter of this Agreement and supersedes all prior and contemporaneous understandings, agreements, and representations and warranties, both written and oral, with respect to such subject matter. In the event of any inconsistency between the statements made in the body of this Agreement, the related Exhibits, and any other documents incorporated herein by reference, the following order of precedence governs: (i) first, this Agreement, excluding its Exhibits; (ii) second, the Exhibits to this Agreement as of the Effective Date; and (iii) third, any other documents incorporated herein by reference.

(b) Notices. All notices, requests, consents, claims, demands, waivers, and other communications hereunder (each, a **"Notice"**) must be in writing and addressed to the Parties at the addresses set forth on the first page of this Agreement (or to such other address that may be designated by the Party giving Notice from time to time in accordance with this Section). All Notices must be delivered by personal delivery, nationally recognized overnight courier (with all fees pre-paid), facsimile or email (with confirmation of transmission) or certified or registered mail (in each case, return receipt requested, postage pre-paid). Except as otherwise provided in this Agreement, a Notice is effective only: (i) upon receipt by the receiving Party; and (ii) if the Party giving the Notice has complied with the requirements of this Section.

(c) Force Majeure. In no event shall either Party be liable to the other Party, or be deemed to have breached this Agreement, for any failure or delay in performing its obligations under this Agreement if and to the extent such failure or delay is caused by any circumstances beyond such Party's reasonable control, including but not limited to acts of God, flood, fire, earthquake, explosion, war, terrorism, invasion, riot or other civil unrest, strikes, labor stoppages or slowdowns or other industrial disturbances, or passage of law or any action taken by a governmental or public authority, including imposing an embargo.

(d) Amendment and Modification; Waiver. No amendment to or modification of this Agreement is effective unless it is in writing and signed by an authorized representative of each Party. No waiver by any Party of any of the provisions hereof will be effective unless explicitly set forth in writing and signed by the Party so waiving. Except as otherwise set forth in this Agreement, (i) no failure to exercise, or delay in exercising, any rights, remedy, power, or privilege arising from this Agreement will operate or be construed as a waiver thereof and (ii) no single or partial exercise of any right, remedy, power, or privilege hereunder will preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.

(e) Severability. If any provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability will not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon such determination that any term or other provision is invalid, illegal, or unenforceable, the Parties shall negotiate in good faith to modify this Agreement so as to effect their original intent as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

(f) Governing Law; Submission to Jurisdiction. This Agreement is governed by and construed in accordance with the internal laws of the State of Texas without giving effect to any choice or conflict of law provision or rule that would require or permit the application of the laws of any jurisdiction other than those of the State of Texas. Any legal suit, action, or proceeding arising out of or related to this Agreement or the licenses granted hereunder will be instituted exclusively in the federal and state courts in the State of Texas in each case located in the city of Austin and County of Travis, and each party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action, or proceeding.

(g) Assignment. Customer may not assign any of its rights or delegate any of its obligations hereunder, in each case whether voluntarily, involuntarily, by operation of law or otherwise, without the prior written consent of Catch, which consent shall not be unreasonably withheld, conditioned, or delayed. Any purported assignment or delegation in violation of this Section will be null and void. No assignment or delegation will relieve the assigning or delegating Party of any of its obligations hereunder. This Agreement is binding upon and inures to the benefit of the Parties and their respective permitted successors and assigns.

(h) Export Regulation. The Services utilize software and technology that may be subject to US export control laws, including the US Export Administration Act and its associated regulations. Customer shall not, directly or indirectly, export, re-export, or release the Services or the underlying software or technology to, or make the Services or the underlying software or technology accessible from, any jurisdiction or country to which export, re-export, or release is prohibited by law, rule, or regulation. Customer shall comply with all applicable federal laws, regulations, and rules, and complete all required undertakings (including obtaining any necessary export license or other governmental approval), prior to exporting, re-exporting, releasing, or otherwise making the Services or the underlying software or technology available outside the US.

(i) US Government Rights. Each of the Documentation and the software components that constitute the Services is a "commercial item" as that term is defined at 48 C.F.R. § 2.101, consisting of "commercial computer software" and "commercial computer software documentation" as such terms are used in 48 C.F.R. § 12.212. Accordingly, if Customer is an agency of the US Government or any contractor therefor, Customer only receives those rights with respect to the Services and Documentation as are granted to all other end users, in accordance with (a) 48 C.F.R. § 227.7201 through 48 C.F.R. § 227.7204, with respect to the Department of Defense and their contractors, or (b) 48 C.F.R. § 12.212, with respect to all other US Government users and their contractors.

(j) Equitable Relief. Each Party acknowledges and agrees that a breach or threatened breach by such Party of any of its obligations under Section 6 or, in the case of Customer, Section 2(e), would cause the other Party irreparable harm for which monetary damages would not be an adequate remedy and agrees that, in the event of such breach or threatened breach, the other Party will be entitled to equitable relief, including a restraining order, an injunction, specific performance and any other relief that may be available from any court, without any requirement to post a bond or other security, or to prove actual damages or that monetary damages are not an adequate remedy. Such remedies are not exclusive and are in addition to all other remedies that may be available at law, in equity or otherwise.

(k) Counterparts. This Agreement may be executed in counterparts, each of which is deemed an original, but all of which together are deemed to be one and the same agreement.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the Effective Date.

CATCH APP, LLC

By: _____

Name: _____

Title: _____

Date: _____

CUSTOMER

By: _____

Name: _____

Title: _____

Date: _____