



## SOFTWARE AS A SERVICE AGREEMENT

PLEASE READ THIS AGREEMENT BEFORE USING MANGRO'S SERVICES. BY ACCESSING OR USING MANGRO'S TRASH SCAN WASTE MANAGEMENT SOFTWARE OR SERVICES OFFERING, YOU ("the Subscriber") SIGNIFY ACCEPTANCE OF AND AGREE TO THE TERMS AND CONDITIONS OF THIS AGREEMENT. IF YOU DO NOT AGREE TO THE TERMS AND CONDITIONS OF THIS AGREEMENT, DO NOT ACCESS OR USE THE SERVICES. IF THE PARTIES HAVE A FULLY EXECUTED AGREEMENT THAT EXPRESSLY GOVERNS ORDERS FOR MANGRO'S TRASH SCAN SOFTWARE AS A SERVICE AGREEMENT, SUCH AGREEMENT SHALL SUPERSEDE THIS AGREEMENT.

This Software as a Service Agreement ("Agreement") is entered into between you, referred to as Subscriber hereafter and Mangro Ventures LLC referred to as Trash Scan hereafter, with its principal place of business at 4820 Rock Creek Ln, Plano, Texas 75024. Trash Scan and Subscriber agree that the following terms and conditions will apply to the services provided under this Agreement and Orders placed thereunder.

### 1. DEFINITIONS

"Subscriber" means an individual, company, or organization that pays for our SAAS service to support the valet trash services they offer to their Subscribers and residents and means the owner or manager of a given property where valet trash services are being delivered to the property residents.

"Admin User" means each Subscriber employee designated by Subscriber to serve as technical administrator of the SaaS Services on Subscriber's behalf. Each Administrator User must complete training requirements reasonably required by Trash Scan.

"Subscriber Content" means all data and materials provided by Subscriber to Trash Scan for use in connection with the SaaS Services, including, without limitation, Subscriber applications, data files, and graphics.

"Documentation" means the user guides, online help, release notes, training materials and other documentation provided or made available by Trash Scan to Subscriber regarding the use or operation of the SaaS Services. All Documentation is considered intellectual property protected by the confidentiality agreement and owned by SaaS Services.

"Property" means a high-rise building, garden style apartments, townhome, condominium, or single home family. Properties are associated Subscribers and contain units.



“Property Unit” means the logical service unit tracked within the SAAS application. It is the basis of service pricing. Subscribers are billed by the number of units serviced.

“Maintenance Services” means the support and maintenance services provided by Trash Scan to Subscriber pursuant to this SaaS Agreement and Exhibit B.

“Other Services” means all technical and non-technical services performed or delivered by Trash Scan under this SaaS Agreement, including, without limitation, implementation services and other professional services, training and education services but excluding the SaaS Services and the Maintenance Services. Other Services will be provided on a time and material basis at such times or during such periods, as may be specified in a Schedule and mutually agreed to by the parties. All Other Services will be provided on a non-work for hire basis.

“Schedule” is a written document attached to this SaaS Agreement under Exhibit A or executed separately by Trash Scan and Subscriber for the purpose of purchasing SaaS Services under the terms and conditions of this SaaS Agreement

“Software” means the object code version of any software to which Subscriber is provided access as part of the Service, including any updates or new versions. Software is intellectual property and is protected by the confidentiality agreement and the terms herein.

“SaaS Services” refer to the specific Trash Scan’s internet-accessible service identified in a Schedule that provides use of Trash Scan’s waste management Software that is hosted by Trash Scan or its services provider and made available to Subscriber over a network on a term-use basis. SaaS services are intellectual property and are protected by the confidentiality agreement and the terms herein.

“Subscription Term” shall mean that period specified in a Schedule during which Subscriber will have on-line access and use of the Software through Trash Scan’s SaaS Services. The Subscription Term shall renew for successive 12-month periods unless either party delivers written notice of non-renewal to the other party at least 30 days prior to the expiration of the then-current Subscription Term.

“Change Request” shall mean any requested change to the configuration of subscriber content including but not limited to Property, Customer, Employee, Role, Violation, Bin Tags, and Notes following setup completion.

“Trial Period” shall mean that period specified in a Schedule during which Subscriber will have on-line access and use of the Software through Trash Scan’s SaaS Services. This period is set by Trash Scan and shall not exceed set number of days unless authorized by Trash Scan. Setup and use of Trash Scan’s SAAS Services shall be limited to a single property and a set number of units defined by Trash Scan.

## 2. SAAS SERVICES

2.1 During the Subscription Term, Subscriber will receive a nonexclusive, non-assignable, royalty free, worldwide right to access and use the SaaS Services solely for your internal business operations subject to the terms of this Agreement and up to the number of units documented in the Schedule.

2.2 Subscriber acknowledges that this Agreement is a services agreement and Trash Scan will not be delivering copies of the Software to Subscriber as part of the SaaS Services.

## 3. RESTRICTIONS

Subscribers shall not, and shall not permit anyone to:

- (i) copy or republish the SaaS Services or Software,
- (ii) make the SaaS Services available to any person not employed by subscriber's or in a contractual relationship with SaaS,
- (iii) use or access the SaaS Services to provide service bureau, time-sharing or other computer hosting services to third parties,
- (iv) modify or create derivative works based upon the SaaS Services or Documentation,
- (v) remove, modify or obscure any copyright, trademark or other proprietary notices contained in the software used to provide the SaaS Services or in the Documentation,
- (vi) reverse engineer, decompile, disassemble, or otherwise attempt to derive the source code of the Software used to provide the SaaS Services, unless authorized by SaaS, or
- (vii) access the SaaS Services or use the Documentation in order to build a similar product or competitive product. Subject to the limited licenses granted herein, Trash Scan shall own all right, title and interest in and to the Software, services, Documentation, and other deliverables provided under this SaaS Agreement, including all modifications, improvements, upgrades, derivative works and feedback related thereto and intellectual property rights therein.

Subscriber agrees to assign all right, title and interest it may have in the foregoing to Trash Scan and understands that nothing in this contract or any other agreement with Trash Scan gives them any ownership rights to any right, title or interest in Trash Scan's products, software, services, or other related ownership.

## 4. SUBSCRIBER RESPONSIBILITIES

#### 4.1 Assistance.

Subscriber shall provide commercially reasonable information and assistance to Trash Scan to enable Trash Scan to deliver the SaaS Services. Upon request from Trash Scan, Subscriber shall promptly deliver Subscriber Content to Trash Scan in an electronic file format specified and accessible by Trash Scan. Subscriber acknowledges that Trash Scan's ability to deliver the SaaS Services in the manner provided in this SaaS Agreement may depend upon the accuracy and timeliness of such information and assistance.

4.1 (a) Subscriber agrees to grant SaaS Services a right of way and an easement to Subscribers' property to access the Trash Scans for business purposes and for compliance with the terms of this agreement.

#### 4.2 Compliance with Laws.

Subscriber shall comply with all applicable local, state, national and foreign laws in connection with its use of the SaaS Services, including those laws related to data privacy, international communications, and the transmission of technical or personal data. Subscriber acknowledges that Trash Scan exercises no control over the content of the information transmitted by Subscriber or the Trash Scan users through the SaaS Services. Subscriber shall not upload, post, reproduce or distribute any information, software or other material protected by law, copyright, privacy rights, or any other intellectual property right without first obtaining the permission of the owner of such rights. The use of photos or images on the site does not alter ownership of the copyrights, trademarks, licenses or property interest, and Trash Scan and/or SAAS shall not be liable for the infringement upon any Subscriber's rights or infringement thereof.

#### 4.3 Unauthorized Use;

Subscriber shall:

- (a) notify Trash Scan immediately of any unauthorized use of any password or user id or any other known or suspected breach of security,
- (b) report to Trash Scan immediately and use reasonable efforts to stop any unauthorized use of the SaaS Services that is known or suspected by Subscriber or any Trash Scan user, and
- (c) not provide false identity information to gain access to or use the SaaS Services. Subscriber agrees to change the password at minimum every 4 months to increase security.

#### 4.4 Administrator Access.

Subscriber shall be solely responsible for the acts and omissions of its Administrator Users. Trash Scan shall not be liable for any loss of data or functionality caused directly or indirectly by the Administrator Users.

#### 4.5 Subscriber Input.

Subscriber is solely responsible for collecting, inputting and updating all Subscriber Content stored on the Host, and for ensuring that the Subscriber Content does not

- (i) include anything that actually or potentially infringes or misappropriates the copyright, trade secret, trademark or other intellectual property right of any third party, or
- (ii) contain anything that is obscene, defamatory, harassing, offensive or malicious.

#### 4.6 License from Subscriber.

Subject to the terms and conditions of this SaaS Agreement, Subscriber shall grant to Trash Scan a limited, non-exclusive and non-transferable license, to copy, store, configure, perform, display and transmit Subscriber Content solely as necessary to provide the SaaS Services to Subscriber.

#### 4.7 Ownership and Restrictions.

Subscriber retains ownership and intellectual property rights in and to its Subscriber Content. Trash Scan or its licensors retain all ownership and intellectual property rights to the services, Software programs, and anything developed and delivered under the Agreement. Third party technology that may be appropriate or necessary for use of Trash Scan application is specified in the software Documentation or ordering document as applicable. Subscriber's right to use such third-party technology is governed by the terms of the third-party technology license agreement specified by Trash Scan and not under the Agreement.

#### 4.8 Suggestions.

Trash Scan shall have a royalty-free, worldwide, irrevocable, perpetual license to use and incorporate into the SaaS Services any suggestions, enhancement requests, recommendation or other feedback provided by Subscriber, including Users, relating to the operation of the SaaS Services.

## 5. ORDERS AND PAYMENT

### 5.1 Orders.

Subscriber shall order SaaS Services pursuant to a Schedule. All services acquired by Subscriber shall be governed exclusively by this SaaS Agreement and the applicable Schedule. In the event of a conflict between the terms of a Schedule and this SaaS Agreement, the terms of the Schedule shall take precedence.

### 5.2 Invoicing and Payment.

Unless otherwise provided in the Schedule, Trash Scan shall invoice Subscriber for all fees on the Schedule effective date. Subscriber shall pay all undisputed invoices



within 30 days after Subscriber receives the invoice. Except as expressly provided otherwise, fees are non-refundable. All fees are stated in United States Dollars and must be paid by Subscriber to Trash Scan in United States Dollars. Late charges, interest, and fees shall apply if payment is not received timely.

### 5.3 Change Request.

Trash Scan shall bill Subscriber for applicable services provided to perform changes in setup and configuration of subscriber content excluding services required for a change to the subscription schedule parameters. Subscriber shall be responsible for payment as detailed below in Exhibit A for services performed within the next invoicing period.

### 5.4 Expenses.

Subscriber will reimburse Trash Scan for its reasonable, out-of-pocket travel and related expenses incurred in performing the Other Services. Trash Scan shall notify Subscriber prior to incurring any such expense. Trash Scan shall comply with Subscriber's travel and expense policy if made available to Trash Scan prior to the required travel.

### 5.5 Taxes.

Trash Scan shall bill Subscriber for applicable taxes as a separate line item on each invoice. Subscriber shall be responsible for payment of all sales and use taxes, value added taxes (VAT), or similar charges relating to Subscriber's purchase and use of the services. Subscriber shall not be liable for taxes based on Trash Scan's net income, capital or corporate franchise.

## 6. TERM AND TERMINATION

### 6.1 Term of SaaS Agreement.

The term of this SaaS Agreement shall begin on the Effective Date and shall continue until terminated by either party as outlined in this Section.

### 6.3 Termination.

Either party may terminate this SaaS Agreement immediately upon a material breach by the other party that has not been cured within thirty (30) days after receipt of notice of such breach. Subscriber may terminate this SaaS Agreement at any time during this contract with 30 days written notice to Trash Scan. In the event Subscriber terminates within a 1 year or more contract term, Subscriber is liable for a penalty of 3 months of service fees according to the schedule outlined in Exhibit A.

#### 6.4 Suspension for Non-Payment.

Trash Scan reserves the right to suspend delivery of the SaaS Services if Subscriber fails to timely pay any amounts due to Trash Scan under this SaaS Agreement, but only after Trash Scan notifies Subscriber of such failure and such failure continues for fifteen (15) days. Suspension of the SaaS Services shall not release Subscriber of its payment obligations under this SaaS Agreement. Interest, costs, and fees shall apply to any amount not paid in full timely. Subscriber agrees that Trash Scan shall not be liable to Subscriber or to any third party for any liabilities, claims or expenses arising from or relating to suspension of the SaaS Services resulting from Subscriber's nonpayment.

#### 6.4 Suspension for Ongoing Harm.

Trash Scan reserves the right to suspend delivery of the SaaS Services if Trash Scan reasonably concludes that Subscriber or a Trash Scan user's use of the SaaS Services is causing immediate and ongoing harm to Trash Scan or others. In the extraordinary case that Trash Scan must suspend delivery of the SaaS Services, Trash Scan shall immediately notify Subscriber of the suspension and the parties shall diligently attempt to resolve the issue. Trash Scan shall not be liable to Subscriber or to any third party for any liabilities, claims or expenses arising from or relating to any suspension of the SaaS Services in accordance with this Section 6.4. Nothing in this Section 6.4 will limit Trash Scan's rights under Section 6.5 below. Upon suspension of services, Trash Scan shall notify the Subscriber within five (5) days in writing of the suspension, and the reason thereof. Trash Scan and Subscriber shall investigate the claim and determine how to resolve the issue within sixty (60) days. Failure to cooperate with the investigation or resolution process shall result in the termination of the agreement, and Subscriber shall be liable for any damages, costs, or attorney's fees incurred in the process of enforcing the terms under this agreement, the investigation process, and the resolution process. Trash Scan shall not be liable to Subscriber for the suspension of services for a reasonable investigation.

#### 6.5 Effect of Termination.

(a) Upon termination of this SaaS Agreement or expiration of the Subscription Term, Trash Scan shall immediately cease providing the SaaS Services and all usage rights granted under this SaaS Agreement shall terminate.

(b) If Trash Scan terminates this SaaS Agreement due to a breach by Subscriber, then Subscriber shall immediately pay to Trash Scan all amounts then due under this SaaS Agreement and to become due during the remaining term of this SaaS Agreement, but for such termination. If Subscriber terminates this SaaS Agreement due to a breach by Trash Scan, then Trash Scan shall immediately repay to Subscriber all pre-paid amounts for any unperformed SaaS Services scheduled to be delivered after

the termination date. The full refund due shall be made available within ninety (90) days.

(c) Upon termination of this SaaS Agreement and upon subsequent written request by the disclosing party, the receiving party of tangible Confidential Information shall immediately return such information or destroy such information and provide written certification of such destruction delivered to Trash Scan within fifteen (15) days of the termination date, provided that the receiving party may permit its legal counsel to retain one archival copy of such information in the event of a subsequent dispute between the parties.

## 7. SERVICE LEVEL AGREEMENT

The Service Level SaaS Agreement ("SLA") for the SaaS Services is set forth in Exhibit C hereto. The SLA sets forth Subscriber's sole remedies for availability or quality of the SaaS Services including any failure to meet any guarantee set forth in the SLA.

## 8. WARRANTIES

### 8.1 Warranty.

Trash Scan represents and warrants that it will provide the SaaS Services in a professional manner consistent with general industry standards and that the SaaS Services will perform substantially in accordance with the Documentation. For any breach of a warranty, Subscriber's exclusive remedy shall be as provided in Section 6, Term and Termination.

8.2 TRASH SCAN WARRANTS THAT THE SAAS SERVICES WILL PERFORM IN ALL MATERIAL RESPECTS IN ACCORDANCE WITH THE DOCUMENTATION. TRASH SCAN DOES NOT GUARANTEE THAT THE SAAS SERVICES WILL BE PERFORMED ERROR-FREE OR UNINTERRUPTED, OR THAT TRASH SCAN WILL CORRECT ALL SAAS SERVICES ERRORS. SUBSCRIBER ACKNOWLEDGES THAT TRASH SCAN DOES NOT CONTROL THE TRANSFER OF DATA OVER COMMUNICATIONS FACILITIES, INCLUDING THE INTERNET, AND THAT THE SAAS SERVICE MAY BE SUBJECT TO LIMITATIONS, DELAYS, AND OTHER PROBLEMS INHERENT IN THE USE OF SUCH COMMUNICATIONS FACILITIES. THIS SECTION SETS FORTH THE SOLE AND EXCLUSIVE WARRANTY GIVEN BY TRASH SCAN (EXPRESS OR IMPLIED) WITH RESPECT TO THE SUBJECT MATTER OF THIS AGREEMENT. NEITHER TRASH SCAN NOR ANY OF ITS LICENSORS OR OTHER SUPPLIERS WARRANT OR GUARANTEE THAT THE OPERATION OF THE SUBSCRIPTION SERVICE WILL BE UNINTERRUPTED, VIRUS-FREE OR ERROR-FREE, NOR SHALL TRASH SCAN OR ANY OF ITS SERVICE PROVIDERS BE LIABLE FOR UNAUTHORIZED ALTERATION, THEFT OR DESTRUCTION OF SUBSCRIBER'S OR ANY USER'S DATA, FILES, OR PROGRAMS.



## 9. LIMITATIONS OF LIABILITY

NEITHER PARTY (NOR ANY LICENSOR OR OTHER SUPPLIER OF TRASH SCAN) SHALL BE LIABLE FOR INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOST BUSINESS, PROFITS, DATA OR USE OF ANY SERVICE, INCURRED BY EITHER PARTY OR ANY THIRD PARTY IN CONNECTION WITH THIS SAAS AGREEMENT, REGARDLESS OF THE NATURE OF THE CLAIM (INCLUDING NEGLIGENCE), EVEN IF FORESEEABLE OR THE OTHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NEITHER PARTY'S AGGREGATE LIABILITY FOR DAMAGES UNDER THIS SAAS AGREEMENT, REGARDLESS OF THE NATURE OF THE CLAIM (INCLUDING NEGLIGENCE), SHALL EXCEED THE FEES PAID OR PAYABLE BY SUBSCRIBER UNDER THIS SAAS AGREEMENT DURING THE 12 MONTHS PRECEDING THE DATE THE CLAIM AROSE.

The foregoing limitations shall not apply to the parties' obligations (or any breach thereof) under Sections entitled "Restriction", "Indemnification", or "Confidentiality". SaaS Services shall not be liable for any claims of trespassing or property damage that may be brought if acting under the terms of this agreement, and Subscriber shall be liable for indemnification of attorney's fees and damages so incurred if a result of this agreement.

## 10. INDEMNIFICATION

### 10.1 Indemnification by Trash Scan.

If a third party makes a claim against Subscriber that the SaaS Services infringes any patent, copyright or trademark, or misappropriates any trade secret, or that Trash Scan's negligence or willful misconduct has caused bodily injury or death, Trash Scan shall defend Subscriber and its directors, officers and employees against the claim at Trash Scan's expense and Trash Scan shall pay all losses, damages and expenses (including reasonable attorneys' fees) finally awarded against such parties or agreed to in a written settlement agreement signed by Trash Scan, to the extent arising from the claim.

Trash Scan shall have no liability for any claim based on (a) the Subscriber Content, (b) modification of the SaaS Services not authorized by Trash Scan, or (c) use of the SaaS Services other than in accordance with the Documentation and this SaaS Agreement.

Trash Scan may, at its sole option and expense, procure for Subscriber the right to continue use of the SaaS Services, modify the SaaS Services in a manner that does not materially impair the functionality, or terminate the Subscription Term and repay

to Subscriber any amount paid by Subscriber with respect to the Subscription Term following the termination date.

## 10.2 Indemnification by Subscriber.

If a third party makes a claim against Trash Scan that the Subscriber Content infringes any patent, copyright or trademark, or misappropriates any trade secret, Subscriber shall defend Trash Scan and its directors, officers and employees against the claim at Subscriber's expense and Subscriber shall pay all losses, damages and expenses (including reasonable attorneys' fees) finally awarded against such parties or agreed to in a written settlement agreement signed by Subscriber, to the extent arising from the claim.

## 10.3 Conditions for Indemnification.

A party seeking indemnification under this section shall (a) promptly notify the other party of the claim, (b) give the other party sole control of the defense and settlement of the claim, and (c) provide, at the other party's expense for out-of-pocket expenses, the assistance, information and authority reasonably requested by the other party in the defense and settlement of the claim.

# 11. CONFIDENTIALITY

## 11.1 Definition.

"Confidential Information" means any information disclosed by a party to the other party, directly or indirectly, which,

(a) if in written, graphic, machine-readable or other tangible form, is marked as "confidential" or "proprietary,"

(b) if disclosed orally or by demonstration, is identified at the time of initial disclosure as confidential and is confirmed in writing to the receiving party to be "confidential" or "proprietary" within 30 days of such disclosure,

(c) is specifically deemed to be confidential by the terms of this SaaS Agreement, or  
(d) reasonably appears to be confidential or proprietary because of the circumstances of disclosure and the nature of the information itself. Confidential Information will also include information disclosed by third parties to a disclosing party under an obligation of confidentiality. Subject to the display of Subscriber Content as contemplated by this SaaS Agreement, Subscriber Content is deemed Confidential Information of Subscriber. Trash Scan software and Documentation are deemed Confidential Information of Trash Scan.

### 11.2 Confidentiality.

During the term of this SaaS Agreement and for 5 years thereafter (perpetually in the case of software), each party shall treat as confidential all Confidential Information of the other party, shall not use such Confidential Information except to exercise its rights and perform its obligations under this SaaS Agreement, and shall not disclose such Confidential Information to any third party. Without limiting the foregoing, each party shall use at least the same degree of care, but not less than a reasonable degree of care, it uses to prevent the disclosure of its own confidential information to prevent the disclosure of Confidential Information of the other party. Each party shall promptly notify the other party of any actual or suspected misuse or unauthorized disclosure of the other party's Confidential Information. Neither party shall reverse engineer, disassemble or decompile any prototypes, software or other tangible objects which embody the other party's Confidential Information, and which are provided to the party hereunder. Each party may disclose Confidential Information of the other party on a need-to-know basis to its contractors who are subject to confidentiality agreements requiring them to maintain such information in confidence and use it only to facilitate the performance of their services on behalf of the receiving party.

### 11.3 Exceptions.

Confidential Information excludes information that: (a) is known publicly at the time of the disclosure or becomes known publicly after disclosure through no fault of the receiving party, ( b) is known to the receiving party, without restriction, at the time of disclosure or becomes known to the receiving party, without restriction, from a source other than the disclosing party not bound by confidentiality obligations to the disclosing party, or (c) is independently developed by the receiving party without use of the Confidential Information as demonstrated by the written records of the receiving party. The receiving party may disclose Confidential Information of the other party to the extent such disclosure is required by law or order of a court or other governmental authority, provided that the receiving party shall use reasonable efforts to promptly notify the other party prior to such disclosure to enable the disclosing party to seek a protective order or otherwise prevent or restrict such disclosure. Each party may disclose the existence of this SaaS Agreement and the relationship of the parties but agrees that the specific terms of this SaaS Agreement will be treated as Confidential Information; provided, however, that each party may disclose the terms of this SaaS Agreement to those with a need to know and under a duty of confidentiality such as accountants, lawyers, bankers and investors.

## 12. GENERAL PROVISIONS

### 12.1 Non-Exclusive Service.

Subscriber acknowledges that SaaS Services is provided on a non-exclusive basis. Nothing shall be deemed to prevent or restrict Trash Scan's ability to provide the SaaS Services or other technology, including any features or functionality first developed for Subscriber, to other parties.

### 12.2 Personal Data.

Subscriber hereby acknowledges and agrees that Trash Scan's performance of this SaaS Agreement may require Trash Scan to process, transmit and/or store Subscriber personal data or the personal data of Subscriber employees and Affiliates. By submitting personal data to Trash Scan, Subscriber agrees that Trash Scan and its Affiliates may process, transmit and/or store personal data only to the extent necessary for, and for the sole purpose of, enabling Trash Scan to perform its obligations to under this SaaS Agreement. In relation to all Personal Data provided by or through Subscriber to Trash Scan, Subscriber will be responsible as sole Data Controller for complying with all applicable data protection or similar laws such as EU Directive 95/46/EC and laws implementing that Directive that regulate the processing of Personal Data and special categories of data as such terms are defined in that Directive. Subscriber agrees to obtain all necessary consents and make all necessary disclosures before including Personal Data in Content and using the Enabling Software and Trash Scan SaaS. Subscriber confirms that Subscriber is solely responsible for any Personal Data that may be contained in Content, including any information which any Trash Scan SaaS User shares with third parties on Subscriber's behalf. Subscriber is solely responsible for determining the purposes and means of processing Subscriber Personal Data by Trash Scan under this Agreement, including that such processing according to Subscriber's instructions will not place Trash Scan in breach of applicable data protection laws. Prior to processing, Subscriber will inform Trash Scan about any special categories of data contained within Subscriber Personal Data and any restrictions or special requirements in the processing of such special categories of data, including any cross-border transfer restrictions. Subscriber is responsible for ensuring that the Trash Scan SaaS meets such restrictions or special requirements. Trash Scan to process any Personal Data that meets the requirements set forth in this Section according to these Terms of Use.

### 12.3 Trash Scan Personal Data Obligations.

In performing the SaaS Services, Trash Scan will comply with the Trash Scan Services Privacy Policy, which is available at <http://www.TrashScanApp.com/privacy-policy> and incorporated herein by reference. The Trash Scan Services Privacy Policy is subject to change at Trash Scan's discretion; however, Trash Scan policy changes will not result in a material reduction in the level of protection provided for Subscriber data during the period for which fees for the services have been paid. The services



policies referenced in this SaaS Agreement specify our respective responsibilities for maintaining the security of Subscriber data in connection with the SaaS Services. Trash Scan reserves the right to provide the SaaS Services from Host locations, and/or through use of subcontractors, worldwide.

Trash Scan will only process Subscriber Personal Data in a manner that is reasonably necessary to provide SaaS Services and only for that purpose. Trash Scan will only process Subscriber Personal Data in delivering Trash Scan SaaS. Subscriber agrees to provide any notices and obtain any consent related to Trash Scan's use of the data for provisioning the SaaS Services, including those related to the collection, use, processing, transfer and disclosure of personal information. Subscriber shall have sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness and retains ownership of all of Subscriber data.

#### 12.4 Assignment.

Neither party may assign this SaaS Agreement or any right under this SaaS Agreement, without the consent of the other party, which consent shall not be unreasonably withheld or delayed; provided however, that either party may assign this SaaS Agreement to an acquirer of all or substantially all of the business of such party to which this SaaS Agreement relates, whether by merger, asset sale or otherwise. This SaaS Agreement shall be binding upon and inure to the benefit of the parties' successors and permitted assigns. Either party may employ subcontractors in performing its duties under this SaaS Agreement, provided, however, that such party shall not be relieved of any obligation under this SaaS Agreement.

#### 12.5 Notices.

Except as otherwise permitted in this SaaS Agreement, notices under this SaaS Agreement shall be in writing and shall be deemed to have been given (a) five (5) business days after mailing if sent by registered or certified U.S. mail, (b) when transmitted if sent by facsimile, provided that a copy of the notice is promptly sent by another means specified in this section, or (c) when delivered if delivered personally or sent by express courier service. All notices shall be sent to the other party at the address set forth on the cover page of this SaaS Agreement.

#### 12.6 Force Majeure.

Each party will be excused from performance for any period during which, and to the extent that, such party or any subcontractor is prevented from performing any obligation or Service, in whole or in part, as a result of causes beyond its reasonable control, and without its fault or negligence, including without limitation, acts of God, strikes, lockouts, riots, acts of terrorism or war, epidemics, communication line failures, and power failures.

### 12.7 Waiver.

No waiver shall be effective unless it is in writing and signed by the waiving party. The waiver by either party of any breach of this SaaS Agreement shall not constitute a waiver of any other or subsequent breach.

### 12.8 Severability.

If any term of this SaaS Agreement is held to be invalid or unenforceable, that term shall be reformed to achieve as nearly as possible the same effect as the original term, and the remainder of this SaaS Agreement shall remain in full force.

### 12.9 Entire SaaS Agreement.

This SaaS Agreement (including all Schedules and exhibits) contains the entire agreement of the parties and supersedes all previous oral and written communications by the parties, concerning the subject matter of this SaaS Agreement. This SaaS Agreement may be amended solely in a writing signed by both parties. Standard or printed terms contained in any purchase order or sales confirmation are deemed rejected and shall be void unless specifically accepted in writing by the party against whom their enforcement is sought; mere commencement of work or payment against such forms shall not be deemed acceptance of the terms.

### 12.10 Survival.

Sections 3, 6, and 8 through 12 of this SaaS Agreement shall survive the expiration or termination of this SaaS Agreement for any reason.

### 12.11 Publicity.

Trash Scan may include Subscriber's name and logo in its Subscriber lists and on its website. Upon signing, Trash Scan may issue a high-level press release announcing the relationship and the way Subscriber will use the Trash Scan solution. Trash Scan shall coordinate its efforts with appropriate communications personnel in Subscriber's organization to secure approval of the press release if necessary.

### 12.12 Export Regulations.

Export laws and regulations of the United States and any other relevant local export laws and regulations apply to the SaaS Services. Subscriber agrees that such export control laws govern its use of the SaaS Services (including technical data) and any services deliverables provided under this Agreement, and Subscriber agrees to comply with all such export laws and regulations. Subscriber agrees that no data, information, software programs and/or materials resulting from services (or direct product thereof) will be exported, directly or indirectly, in violation of these laws.

### 12.13 No Third-Party Beneficiaries.

This SaaS Agreement is an agreement between the parties, and confers no rights upon either party's employees, agents, contractors, partners of Subscribers or upon any other person or entity.

### 12.14 Independent Contractor.

The parties have the status of independent contractors, and nothing in this SaaS Agreement nor the conduct of the parties will be deemed to place the parties in any other relationship. Except as provided in this SaaS Agreement, neither party shall be responsible for the acts or omissions of the other party or the other party's personnel.

### 12.15 Statistical Information.

Trash Scan may anonymously compile statistical information related to the performance of the Services for purposes of improving the SaaS service, provided that such information does not identify Subscriber's data or include Subscriber's name.

### 12.16 Governing Law.

This SaaS Agreement shall be governed by the laws of the State of Texas, excluding its conflict of law principles. The United Nations Convention on Contracts for the International Sale of Goods shall not apply.

### 12.17 Compliance with Laws.

Trash Scan shall comply with all applicable local, state, national and foreign laws in connection with its delivery of the SaaS Services, including those laws related to data privacy, international communications, and the transmission of technical or personal data

### 12.18 Dispute Resolution.

Subscriber's satisfaction is an important objective to Trash Scan in performing its obligations under this SaaS Agreement. Except with respect to intellectual property rights, if a dispute arises between the parties relating to the interpretation or performance of this SaaS Agreement or the grounds for the termination hereof, the parties agree to hold a meeting within fifteen (15) days of written request by either party, attended by individuals with decision-making authority, regarding the dispute, to attempt in good faith to negotiate a resolution of the dispute prior to pursuing other available remedies.

UPON THE ARISING OF A DISPUTE UNDER THIS AGREEMENT, THE PARTIES AGREE TO A MEDIATION PRIOR TO FILING A LAWSUIT. IF THE PARTIES REFUSE OR DECLINE TO MEDIATE, THE SUCCESSFUL PARTY SHALL BE ENTITLED TO ATTORNEY'S FEES AND COSTS.



Trash Scan

THIS DOES NOT BAR ANY EQUITABLE RECOVERY AT LAW. If, within 15 days after, such mediation, the parties have not succeeded in resolving the dispute, either party may protect its interests by any lawful means available to it.



## EXHIBIT A

### SUPPORT AND MAINTENANCE SERVICES

#### 1 Support and Maintenance

Services Support and Maintenance Services are included in the SaaS Service subscription in Exhibit A and entitles Subscriber to the following:

- (a) Creation, packaging, and shipment of QR Code tracking labels for in scope properties.
- (b) Bug fixes and code corrections to correct Software malfunctions in order to bring such Software into substantial conformity with the operating specifications.
- (c) All extensions, enhancements and other changes that Trash Scan, at its sole discretion, makes or adds to the Software and which Trash Scan furnishes, without charge, to all other Subscribers of the SaaS Service.
- (d) Up to three (3) dedicated contacts designated by Subscriber in writing that will have access to support services, if a contact name must be changed it is the duty, liability, and burden of the Subscriber to contact SaaS Service to change the name and access information.

The parties agree that SaaS services shall not be liable for any miscommunication or service disruptions developed as a result of erroneous or outdated contact designations. Further, each person who is designated to contact SaaS Services shall have a private pin number assigned to the Subscriber that they must state to SaaS services upon contact with SaaS services.

#### 2 Response and Resolution Goals

- "business hours" 8am-10pm CST, Monday thru Friday, except holidays.
- "Fix" means the repair or replacement of Software component to remedy Problem.
- "Problem" means a defect in Software as defined in Trash Scan's standard Software specification that significantly degrades such Software.
- "Respond" means acknowledgement of Problem received containing assigned support engineer name, date and time assigned, and severity assignment.

➤ “Workaround” means a change in the procedures followed or data supplied by Subscriber to avoid a Problem without substantially impairing Subscriber’s use of the Software.

| <b>Problem Severity</b>                                                                                                                                                                                                | <b>Response Goals</b>                            | <b>Resolution Goals</b>                                                                                                                                                                                                                                                                                                                                                                                                                   |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| The production system is creating a significant impact to the Subscriber’s business function preventing that function from being executed.                                                                             | Trash Scan will Respond within 2 business hours. | Upon confirmation of receipt, a Trash Scan support personnel begins continuous work on the Problem, and a Subscriber resource must be available at any time to assist with problem determination. Subscriber Support will provide reasonable effort for Workaround or Fix within 24 hours, once the Problem is reproducible or once we have identified the Software defect. Trash Scan may incorporate Fix in future release of software. |
| The production system or application is moderately affected. Moderately affected means there is no workaround currently available or the workaround is cumbersome to use.                                              | Trash Scan will Respond within 4 business hours. | Trash Scan will Respond within 4 business hours. Subscriber Support will provide reasonable effort for Workaround or Fix within 7 business days, once the Problem is reproducible. Trash Scan may incorporate fix in future release of software.                                                                                                                                                                                          |
| The production system or application issue is not critical: no data has been lost, and the business system has not failed. The issue has been identified and does not hinder normal operation, or the situation may be | Trash Scan will Respond within 8 business hours  | Subscriber Support will provide reasonable effort for Workaround or Fix within 10 business days. Trash Scan may incorporate Fix in future release of software.                                                                                                                                                                                                                                                                            |

|                                                                                                                              |                                                   |                                                                 |
|------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------|-----------------------------------------------------------------|
| temporarily circumvented using an available workaround.                                                                      |                                                   |                                                                 |
| Non-critical issues, general questions, enhancement requests, or the functionality does not match documented specifications. | Trash Scan will Respond within 24 business hours. | Resolution of Problem may appear in future release of software. |

### 3 Accessing Support Subscriber

Support offers several ways for Subscribers to connect in order to resolve service issues related to our SAAS service. Subscriber Support may be reached at the following phone and email address.

**Phone: 1 (800) 770-6963**

**Email: [Support@TrashScanApp.com](mailto:Support@TrashScanApp.com)**



## **EXHIBIT B**

### **SERVICE LEVEL AGREEMENT**

The Digital Valet Trash SaaS Services will achieve System Availability (as defined below) of at least 97% during each calendar year of the Subscription Term. "System Availability" means the number of minutes in a year that the key components of the SaaS 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 in the SaaS Agreement),
- (c) malicious attacks on the system,
- (d) issues associated with the Subscriber's computing devices, local area networks or internet service provider connections,
- (e) inability to deliver services because of acts or omissions of Subscriber or any Property Unit user. Trash Scan reserves the right to take the Service offline for scheduled maintenance for which Subscriber has been provided reasonable notice and Trash Scan reserves the right to change its maintenance window upon prior notice to Subscriber, Or
- (f) acts of nature.

If Trash Scan fails to meet System Availability in the year, upon written request by Subscriber within 30 days after the end of the year, Trash Scan will issue a credit in Subscriber's next invoice in an amount equal to 1% of the yearly fee for the affected SaaS Services for each 1% loss of System Availability below stated SLA per SaaS Service, up to a maximum of the Subscriber's fee for the affected SaaS Services. If the yearly fee has been paid in advance, then at Subscriber's election Trash Scan shall provide a credit to Subscriber to be used for additional Property Units or term extension. The remedy stated in this paragraph is Subscriber's sole and exclusive remedy for interruption of SaaS Services and Trash Scan's failure to meet System Availability.