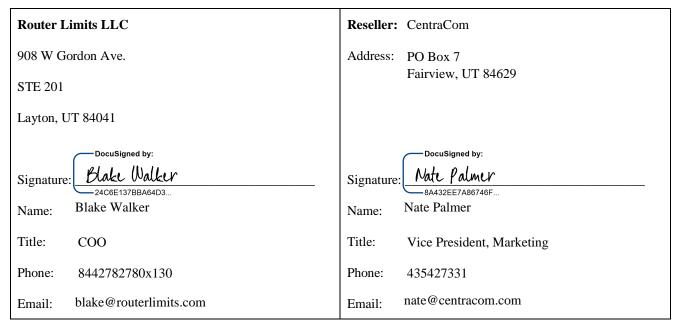# Software as a Service Agreement

This Software as a Service Agreement ("Agreement") is entered into on 30 September 2019   (the "Effective Date") between Router Limits LLC ("Router Limits"), and the Reseller listed below ("Reseller").

Router Limits LLC	**Reseller:** CentraCom
908 W Gordon Ave.	Address: PO Box 7
STE 201	Fairview, UT 84629
Layton, UT 84041	
Signature: *Blake Walker* 24C6E137BBA64D3...	Signature: *Nate Palmer* 8A432EE7A86746F...
Name: Blake Walker	Name: Nate Palmer
Title: COO	Title: Vice President, Marketing
Phone: 8442782780x130	Phone: 435427331
Email: blake@routerlimits.com	Email: nate@centracom.com

1. SERVICES AND SUPPORT

1.1   Router Limits grants Reseller the right to resell Router Limits' hosted services to authorized users ("Services" as specified in Exhibit A). Users will be granted access to the Services upon successful account setup and agreement to Router Limits' Terms of Service provided during activation.

1.2   Router Limits will use commercially reasonable efforts to provide Reseller the Services. Reseller shall pay Router Limits, including any implementation fees, for Services in accordance with the terms herein and as specified in Exhibit B.

1.3   Reseller provides support of the Services to their users. See Exhibit B for service fees associated to Router Limits providing technical support directly to Reseller's users.

1.4   Subject to the terms hereof, Router Limits will provide the Reseller with reasonable technical support services in accordance with Exhibit C and Router Limits' standard practices.

1.5   If included, and subject to the terms hereof, Router Limits shall provide Reseller with certain services, and/or reasonable access, to customize the appearance of the user interfaces and apps of the Services in accordance with Exhibit D.

2. RESTRICTIONS AND RESPONSIBILITIES

2.1   Reseller shall be responsible for obtaining and maintaining any equipment and ancillary services needed to connect to, access or otherwise use the Services, including, without limitation, modems, hardware, servers, software, operating systems, networking, web servers and the like (collectively, "Equipment").

2.2   The Services, including the software, are the intellectual property of Router Limits, therefore, Reseller will not, directly or indirectly: reverse engineer, decompile, disassemble or otherwise attempt to discover the source code, object code or underlying structure, ideas, know-how or algorithms relevant to the Services or any software, documentation or data related to the Services ("Software"); modify, translate, or create derivative works based on the Services or any Software (except to the extent expressly permitted by Router Limits or authorized within the Services); use the Services or any Software for timesharing or service bureau purposes or otherwise for the benefit of a third-party; or remove any proprietary notices or labels. With respect to any Software that is distributed or provided to Reseller for use on Reseller premises or devices, Router Limits hereby grants Reseller a non-exclusive, non-transferable, non-sublicensable license to use such Software during the Term (as defined in Section 5) only in connection with the Services.

3. CONFIDENTIALITY; PROPRIETARY RIGHTS

3.1   Each party, as a Receiving Party, understands that the other party, as a Disclosing Party, has disclosed or may disclose business, technical or financial information relating to the Disclosing Party's business (hereinafter referred to as "Proprietary Information" of the Disclosing Party). Proprietary Information of Router Limits includes non-public information regarding features, functionality and performance of the Service. The Receiving Party agrees: (i) to take reasonable precautions to protect such

Proprietary Information, and (ii) not to use (except in performance of the Services or as otherwise permitted herein) or divulge to any third person any such Proprietary Information. The Disclosing Party agrees that the foregoing shall not apply with respect to any information after five (5) years following the disclosure thereof or any information that the Receiving Party can document (a) is or becomes generally available to the public, or (b) was in its possession or known by it prior to receipt from the Disclosing Party, or (c) was rightfully disclosed to it without restriction by a third party, or (d) was independently developed without use of any Proprietary Information of the Disclosing Party or (e) is required to be disclosed by law.

3.2   Router Limits shall own and retain all right, title and interest in and to (a) the Services and Software, all improvements, enhancements or modifications thereto, (b) aggregated and/or anonymized data not referencing the user or Reseller, collected and maintained as part of the Services, (c) any software, applications, inventions or other technology developed in connection with implementation services or support, and (d) all intellectual property rights related to any of the foregoing.

3.3   Router Limits shall own and retain the right to collect and analyze data and other information relating to the provision, use and performance of various aspects of the Services and related systems and technologies, and Router Limits will be free (during and after the term hereof) to disclose such data solely in aggregate or other de-identified form in connection with its business, and to use such information to improve and enhance the Services and for other marketing, sales, support, development, diagnostic and corrective purposes in connection with the Services and other Router Limits offerings. No rights or licenses are granted except as expressly set forth herein.

4.   **PAYMENT OF FEES**

4.1   Reseller will pay Router Limits the then applicable fees described in Exhibit B for the Services and any implementation services in accordance with the terms therein (the "Fees"). Router Limits reserves the right to change the Fees or applicable charges and to institute new charges and Fees at the end of the Term or then-current renewal term, upon thirty (30) days prior notice to Reseller (which may be sent by email). If Reseller believes that Router Limits has billed Reseller incorrectly, Reseller must contact Router Limits no later than 60 days after the closing date on the first billing statement in which the error or problem appeared, in order to receive an adjustment or credit. Inquiries should be directed to Router Limits' Reseller support department.

4.2   Router Limits will charge the Fees to Reseller's payment method provided in Exhibit E. Reseller agrees to keep the payment method provided in Exhibit E current throughout the Term of this Agreement and shall notify Router Limits immediately of any changes. Router Limits may approve credit terms for Reseller and/or choose to bill through an invoice, in which case, full payment for invoices issued in any given month must be received by Router Limits thirty (30) days after the mailing date of the invoice. Unpaid amounts are subject to a finance charge of 1.5% per month on any outstanding balance, or the maximum permitted by law, whichever is lower, plus all expenses of collection and may result in immediate termination of Service. Reseller shall be responsible for all taxes associated with Services other than U.S. taxes based on Router Limits' net income.

5.   **TERM AND TERMINATION**

5.1   Subject to earlier termination as provided below, this Agreement is for one (1) year , and shall be automatically renewed for additional periods of one (1) year (collectively, the "Term"), unless either party requests termination at least thirty (30) days prior to the end of the then-current term.

5.2   In addition to any other remedies it may have, either party may also terminate this Agreement upon thirty (30) days' notice (or without notice in the case of nonpayment), if the other party materially breaches any of the terms or conditions of this Agreement. Reseller will pay in full for the Services up to and including the last day on which the Services are provided.

5.3   At termination, the Reseller and it's users will no longer be authorized to access the Services. Router Limits then reserves the right, at it's sole discretion, to market and sell the Services directly to any and all users.

5.4   All sections of this Agreement which by their nature should survive termination will survive termination, including, without limitation, accrued rights to payment, confidentiality obligations, warranty disclaimers, and limitations of liability.

6.   **WARRANTY AND DISCLAIMER**

6.1   Router Limits shall use reasonable efforts consistent with prevailing industry standards to maintain the Services in a manner which minimizes errors and interruptions in the Services and shall perform the implementation services in a professional and workmanlike manner. Services may be temporarily unavailable for scheduled maintenance or for unscheduled emergency maintenance, either by Router Limits or by third-party providers, or because of other causes beyond Router Limits' reasonable control, but Router Limits shall use reasonable efforts to provide advance notice in writing or by e-mail of any scheduled service disruption. HOWEVER, ROUTER LIMITS DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE; NOR DOES IT MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SERVICES. EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION, THE SERVICES AND IMPLEMENTATION SERVICES ARE PROVIDED "AS IS" AND ROUTER LIMITS DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

6.2   Each party represents and warrants that it has the right and authority to enter into this Agreement, and that by entering into this Agreement, it will not violate, conflict with or cause a material default under any other contract, agreement, indenture, decree, judgment, undertaking, conveyance, lien or encumbrance

Initials

to which it is a party or by which it or any of its property is or may become subject or bound.

6.3   Each Party represents and warrants that no consent, approval or authorization of or designation, declaration or filing with any governmental authority is required in connection with the valid execution, delivery, and performance of this Agreement. Each party shall, at its own expense, comply with all laws, regulations and other legal requirements that apply to it and this Agreement, including copyright, privacy and communications decency laws.

6.4   Reseller represents, covenants, and warrants that Reseller will use the Services only in compliance with Router Limits' Terms of Service as published on routerlimits.com and all applicable laws and regulations.

7.   IDEMNITY

7.1   Reseller hereby agrees to indemnify and hold harmless Router Limits against any damages, losses, liabilities, settlements and expenses (including without limitation costs and attorneys' fees) in connection with any claim or action that arises from an alleged violation of the foregoing or otherwise use of Services. Although Router Limits has no obligation to monitor use of the Services, Router Limits may do so and may prohibit any use of the Services it believes may be (or alleged to be) in violation of the foregoing.

7.2   Router Limits shall hold Reseller harmless from liability to third parties resulting from infringement by the Service of any United States patent or any copyright or misappropriation of any trade secret, provided Router Limits is promptly notified of any and all threats, claims and proceedings related thereto and given reasonable assistance and the opportunity to assume sole control over defense and settlement; Router Limits will not be responsible for any settlement it does not approve in writing. The foregoing obligations do not apply with respect to portions or components of the Service (i) not supplied by Router Limits, (ii) made in whole or in part in accordance with Reseller specifications, (iii) that are modified after delivery by Router Limits, (iv) combined with other products, processes or materials where the alleged infringement relates to such combination, (v) where Reseller continues allegedly infringing activity after being notified thereof or after being informed of modifications that would have avoided the alleged infringement, or (vi) where Reseller's use of the Service is not strictly in accordance with this Agreement. If, due to a claim of infringement, the Services are held by a court of competent jurisdiction to be or are believed by Router Limits to be infringing, Router Limits may, at its option and expense (a) replace or modify the Service to be non-infringing provided that such modification or replacement contains substantially similar features and functionality, (b) obtain for Reseller a license to continue using the Service, or (c) if neither of the foregoing is commercially practicable, terminate this Agreement and Reseller's rights hereunder and provide Reseller a refund of any prepaid, unused Fees for the Service.

8.   LIMITATION OF LIABILITY

NOTWITHSTANDING ANYTHING TO THE CONTRARY, EXCEPT FOR BODILY INJURY OF A PERSON, ROUTER LIMITS AND ITS SUPPLIERS (INCLUDING BUT NOT LIMITED TO ALL EQUIPMENT AND TECHNOLOGY SUPPLIERS), OFFICERS, AFFILIATES, REPRESENTATIVES, CONTRACTORS AND EMPLOYEES SHALL NOT BE RESPONSIBLE OR LIABLE WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT OR TERMS AND CONDITIONS RELATED THERETO UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHER THEORY: (A) FOR ERROR OR INTERRUPTION OF USE OR FOR LOSS OR INACCURACY OR CORRUPTION OF DATA OR COST OF PROCUREMENT OF SUBSTITUTE GOODS, SERVICES OR TECHNOLOGY OR LOSS OF BUSINESS; (B) FOR ANY INDIRECT, EXEMPLARY, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES; (C) FOR ANY MATTER BEYOND ROUTER LIMITS' REASONABLE CONTROL; OR (D) FOR ANY AMOUNTS THAT, TOGETHER WITH AMOUNTS ASSOCIATED WITH ALL OTHER CLAIMS, EXCEED THE FEES PAID BY RESELLER TO ROUTER LIMITS FOR THE SERVICES UNDER THIS AGREEMENT IN THE 12 MONTHS PRIOR TO THE ACT THAT GAVE RISE TO THE LIABILITY, IN EACH CASE, WHETHER OR NOT ROUTER LIMITS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

9.   MISCELLANEOUS

If any provision of this Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect and enforceable. This Agreement is not assignable, transferable or sublicensable by Reseller except with Router Limits' prior written consent. Router Limits may transfer and assign any of its rights and obligations under this Agreement without consent. This Agreement is the complete and exclusive statement of the mutual understanding of the parties and supersedes and cancels all previous written and oral agreements, communications and other understandings relating to the subject matter of this Agreement, and that all waivers and modifications must be in writing signed by both parties, except as otherwise provided herein. No agency, partnership, joint venture, or employment is created as a result of this Agreement and Reseller does not have any authority of any kind to bind Router Limits in any respect whatsoever. In any action or proceeding to enforce rights under this Agreement, the prevailing party will be entitled to recover costs and attorneys' fees. All notices under this Agreement will be in writing and will be deemed to have been duly given when received, if personally delivered; when receipt is electronically confirmed, if transmitted by facsimile or e-mail; the day after it is sent, if sent for next day delivery by recognized overnight delivery service; and upon receipt, if sent by certified or registered mail, return receipt requested. This Agreement shall be governed by the laws of the State of Utah without regard to its conflict of laws provisions.

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EXHIBIT A

Statement of Services

1. Network management solutions (including filtering, monitoring, performance measurement, and time-management software), for use in conjunction with Router Limits enabled hardware.
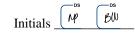
EXHIBIT B

Service Fees

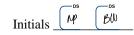| DESCRIPTION	COST	UNIT/PERIOD
IMPLEMENTATION	$ 3500	One Time
SERVICES & MAINTENANCE	$ 1000	Per Month
SOFTWARE LICENSE BATCH (ALL PLANS/TIERS)[1]	$ 0	Per 20 Accounts, Per Month
SUPPORT PROVIDED TO RESELLER'S USER[2]	$ 2.50	Per Incident

With the exception of Implementation fees, which shall be due immediately upon execution of this Agreement, Router Limits shall bill the Reseller all associated service fees listed above at the end of each calendar month ("Billing Period"). When applicable, Service & Maintenance fees shall be prorated for the current Billing Period; all other services are billed per incident or based on a snapshot of current usage at the end of each Billing Period.

The following terms and conditions, if any, shall also apply and/or be included to the Service Fees:

Implementation and Service & Maintenance totals will be invoiced for a check payment or an ACH will need to be established.

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[1] Software Licenses are sold in batches, with a minimum of one (1) batch assessed per Billing Period. For example: If a Reseller has 25 accounts provisioned at the end of the Billing Period, and has a batch size of 20 accounts, then 2 batches are assessed for the current Billing Period. For the avoidance of doubt, the following calculation shall be used to determine the number of batches utilized:

$$SOFTWARE\ LICENSE\ BATCHES = \lceil\ TOTAL\ ACCOUNTS\ /\ BATCH\ SIZE\ \rceil$$

[2] Router Limits is committed to providing users of the Services with a positive experience. If a user, associated to a Reseller, contacts Router Limits directly for support, they will be assisted. Router Limits may, at its discretion, invoice the Reseller the associated service fee for each unique user supported by Router Limits in the calendar month. This service is not prorated.

Initials ___ NP ___ BW

<u>EXHIBIT C</u>

Support Terms

Router Limits will provide technical support to the Reseller via both telephone and electronic mail on weekdays during the hours of 9:00 am through 6:00 pm Mountain Daylight Time, with the exclusion of Federal Holidays.

Reseller may initiate a helpdesk ticket during Support Hours by calling 1-844-278-2780 and selecting the Reseller support option, or by emailing pro@routerlimits.com.

Router Limits will use commercially reasonable efforts to respond to all helpdesk tickets within one (1) business day.
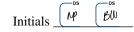
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EXHIBIT D

White Label Customization of Services

Reseller may advertise, market, promote, and sell the Router Limits Services in accordance with the Reseller's brand identity, including customizing the user interface and/or apps of Services, subject to the prior written approval of Router Limits, to the extent provided for in this Exhibit, as follows:

CUSTOMIZED INTERFACES

X	WEB PORTAL
X	MOBILE APPS (iOS and Android)
X	EMAIL COMMUNICATIONS
	NONE

- Router Limits shall provide Reseller with certain services, and/or reasonable access, to customize the appearance of the user interfaces and/or apps of the Services. Such access is intended to permit customizations to the appearance of the user interfaces and apps only, for example: the use of custom logos, images, color schemes, icons, or domains. All customizations shall be authorized in advance in writing by Router Limits, which authorization may be withheld for any reasonable business reason at the sole and absolute discretion of Router Limits. For the avoidance of doubt, all changes are limited to customizations which are cosmetic in nature, and nothing herein shall imply or provide Reseller any right or authority to alter, limit, expand, or replace any component related to the purpose, functionality, performance, or operation of the Services or its underlying software or technology.

- As required, Reseller shall provide and maintain, at Reseller's own expense, a domain and/or subdomain for use with the Router Limits Services. Reseller shall configure DNS settings only as specified by Router Limits, for the purpose of user portal access and authenticating auto-generated system mail.

- As required, Reseller shall provide and maintain, at Reseller's own expense, active Apple Developer and Google Play Developer accounts for use with the Router Limits Services. Reseller shall configure app listings and permissions only as specified by Router Limits.

- Reseller shall be solely responsible for any guarantees, warranties, claims, and/or services offered to end-user which are not explicitly provided by Router Limits in this Agreement or otherwise made available by Router Limits in writing.

- At all times, Reseller shall disclose the fact of and/or display the text "*Powered by Router Limits*" conspicuously and/or as directed by Router Limits.

- Router Limits reserves the right to audit and approve or reject Reseller's implementation of these terms at any time.

Router Limits shall own all intellectual property used herein or derived therefrom, including any and all customizations described in this Agreement in any state of use or development whatsoever, except for any trademarks or copyrighted material(s) previously owned by Reseller.
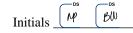
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EXHIBIT E

Authorization for Credit Card or ACH Use

I authorize Router Limits to charge Fees required to satisfy obligations outlined in this Agreement to the payment method provided herein. I agree to pay for these charges in accordance with the issuing card/bank agreement.

Select One		
Credit Card	**ACH Transfer[1]**	
Name on Card	Name on Account	Pay on Invoice
Card Number	Account Number	Pay on Invoice
CVC Number	Routing Number	Pay on Invoice
Expiration Date	Bank Name	Pay on Invoice
Billing Address	Bank Address	Pay with check on Invoice as per Exhibit B

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[1] Payment via ACH Transfer requires verification of the bank account. Verification is done via two small deposits into the bank account that Router Limits will automatically send. These deposits may take 1-2 business days to appear on the online bank statement. The statement description for these deposits will be AMTS: and then the values of the two microdeposits that were sent. You will need to relay the value of the two deposits back to Router Limits to complete the account verification process.

Initials _NP_ _BW_

<u>DOCUMENT TRACKING</u>

Router Limits Internal-Use Only

Prepared By:

Verified By:

Notes: