

MAESTRO APPLICATION DEVELOPMENT STANDARD TERMS AND CONDITIONS

The Statement of Work of Maestro (“**Maestro**”) and these Application Development Standard Terms and Conditions (collectively, this “**Agreement**”) shall constitute the entire agreement between the customer identified in the Statement of Work (“**Customer**”) and Maestro concerning Maestro’s application development services to Customer.

Maestro is in the business of offering services relating to, among other things, development of software applications and is willing to provide services to Customer on the terms and subject to the conditions set forth in this Agreement. Customer desires to engage Maestro, and Maestro desires to be engaged by Customer, to provide software application development services on the terms and subject to the conditions set forth in this Agreement. In consideration of the mutual promises set forth herein, Maestro and Customer (each, a “party” and collectively, the “parties”) hereby agree as follows:

1. DEFINITIONS. As used in this Agreement and in addition to any other terms defined herein, the following defined terms will have the following meanings:

1.1 “Application” means the customized software application described in the Statement of Work to be created by Maestro and delivered to Customer under this Agreement. References in these Standard Terms and Conditions to “Application” in the singular shall be deemed to include the plural, in the event the Statement of Work references multiple Applications.

1.2 “Changes” means updates, upgrades, additions, and modifications to the Application, including translations into foreign languages, and any other new or additional Services in connection with the Application.

1.3 “Change Order” means the document(s) prepared by Maestro, in consultation with Customer, by which Customer orders any Changes, and which sets forth the Services and service fees agreed to by the parties for any Changes.

1.4 “Confidential Information” means (a) information of a party in all forms which derives economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by other persons who can obtain economic value from its disclosure or use, as well as (b) other information that is provided to or obtained by one party and that is valuable to the other party and not generally known by the public, in each case of (a) and (b), where such information is identified as confidential at the time of disclosure or is information the receiving party should reasonably understand to be confidential.

1.5 “Customer Provided Content” means any materials provided by Customer to Maestro for incorporation into the Application including, but not limited to: materials, text, images, sounds, music, videos, animations, and other copyrighted works; trademarks, service marks, and logos; personality/talent rights (including, without limitation, names, likenesses, images, pictures, signatures, voices, performances, biographical information and rights of publicity of any person); software; and any materials that are owned by a third party (including, without limitation, stock images, video, music, artwork, and software).

1.6 “Deliverables” mean the initial Application and Documentation.

1.7 “Documentation” means any manuals, specifications, instructions, or other materials in any medium, related to the Application and delivered to Customer under this Agreement.

1.8 “Intellectual Property Rights” means copyrights, trademarks, patents, trade secrets, and any other proprietary rights.

1.9 “Maintenance and Support” means the maintenance and/or modification of the Application after delivery to improve performance or other attributes.

1.10 “Maestro Background Technology” means (a) Maestro or its licensor’s software (including Source Code and object code) that is used to create or operate the Application, together with any Intellectual Property Rights embodied therein; (b) any software component (including, without limitation, a software package, a web service, a web resource, or a learning module) that encapsulates a set of related functions, which Maestro developed in connection with performing this Agreement and which Maestro includes into the Application and which can be separated from and reused from the Application; and (c) any trade secrets, know-how, methodologies and processes related to Maestro’s products or services whether embedded into the Application or otherwise.

1.11 “Services” means the services performed by Maestro pursuant to the Statement of Work.

1.12 “Source Code” has the general meaning customary in the software industry, namely, the program instructions in their original, human readable form in the applicable programming language, including any comments included in such program instructions.

1.13 “Statement of Work” means the document(s) prepared by Maestro, in consultation with Customer, by which Customer orders the Services, and which set forth the Services and service fees agreed to by the parties.

1.14 “Work Product” means the Application and Documentation, and all other copyrightable material, software, data files, programs, content, notes, records, drawings, designs, inventions, improvements, developments, discoveries, trade secrets and technology that Maestro conceives, discovers, authors, invents, develops or reduces to practice, solely or in collaboration with others, arising out of or in connection with performing this Agreement and includes into the Application or Documentation.

2. SERVICES.

2.1 Request for Services. Maestro and Customer contemplate that, from time to time, Customer may request Maestro, on a project basis, to provide Services to Customer. All requests for Services are subject to Maestro’s acceptance. Maestro has no obligation to perform Services except as described in a Statement of Work as executed by Customer. If any terms in this Agreement conflict with terms in a Statement of Work, the Statement of Work will control. If Maestro agrees to provide the Services to Customer, pursuant to a Statement of Work, Maestro has the sole right and obligation to supervise, manage, contract, direct, procure, perform, or cause to be

performed all Services to be performed by Maestro, unless otherwise provided in the Statement of Work.

2.2 Application Distribution and Maintenance. Unless agreed otherwise in the Statement of Work, Customer solely is responsible for any distribution of the Application including, without limitation, distribution through an app store (or app marketplace) or other digital distribution platform or applications and (ii) Maintenance and Support.

2.3 Content Customization and Development Service. In the event Customer requests development or customization of Content, Maestro agrees to use reasonable commercial efforts to provide such development or customization services. Such services shall be provided under the terms of an applicable Statement of Work, at Maestro's then-current time and material rates.

2.3 Cooperation. Customer agrees to fully cooperate with Maestro and provide Maestro access to complete and accurate information and data from its officers, agents, and employees, suitably configured Customer Provided Content in a timely fashion and as reasonably required by Maestro to perform the Services. Customer acknowledges and agrees that such cooperation and provision of information, data, assistance, and Customer Provided Content are essential to Maestro's ability to perform the Services. To the extent that the Services require Maestro to access or use any Customer Provided Content owned by a third-party, Customer warrants that Customer shall have all rights and licenses of third parties necessary or appropriate for Maestro to access or use such third party content and software and agrees to produce evidence of such rights and licenses upon the reasonable request of Maestro.

2.4 Changes. If the relevant requirement(s), project plan(s), schedule, scope, specification(s), design(s), software, hardware product(s), or related system environment(s) or architecture that are either set forth in the Statement of Work or otherwise necessary to perform the Services are changed by Customer or any third party, Maestro shall not be responsible for the change or the completion of Services affected by the change unless Customer and Maestro specifically consent to the change, scheduling, and additional fees, if any, in a written Change Order.

2.5 Third Parties. Maestro may retain third parties to furnish services in connection with its Services; provided, however, that the use of third parties shall not relieve Maestro of its obligations hereunder.

3. PROPERTY RIGHTS.

3.1 Work Product. Subject to Section 3.3 and the other terms of this Agreement, including, without limitation, the payment of all amounts due, all right, title, and interest in and to the Work Product, and any Intellectual Property Rights relating to the Work Product, are Customer's sole property. Maestro shall assign (or cause to be assigned) and hereby assigns fully to Customer all Work Product.

3.2 Customer Provided Content. As between Customer and Maestro, Customer Provided Content shall remain the sole and exclusive property of Customer or its licensors, including, without limitation, all Intellectual Property Rights. Customer hereby grants to Maestro a non-exclusive, worldwide, royalty free license for the Term (as defined below) to edit, modify, adapt, translate, exhibit, publish, transmit, participate in the transfer of, reproduce, create derivative works from, distribute, perform, display, and otherwise use Customer Provided

Content as necessary to render the Services to Customer under this Agreement.

3.3 Maestro Background Technology. Notwithstanding anything in this Agreement to the contrary, Maestro Background Technology shall remain the sole and exclusive property of Maestro or its licensors, including, without limitation, all Intellectual Property Rights therein. Subject to the terms of this Agreement, including, without limitation, the payment of all amounts due, Maestro hereby grants to Customer the worldwide right to distribute the components of the Maestro Background Technology embedded in the completed Application, but does not grant the right to independent use or make derivative works of the components, or the right to reverse engineer or decompile any component, of the Maestro Background Technology. Customer acknowledges and agrees that Maestro is in the business of designing software applications, and that Maestro shall have the right to provide to third parties services and software applications which are the same or similar to the Services or Application, and to use or otherwise exploit any Maestro Background Technology in providing such services.

3.4 License to Maestro. During the term of this Agreement, Customer grants to Maestro a nonexclusive, non-transferable license to use the Content solely in connection with the Services, and all other rights necessary for the development and distribution (as required) of any Software by Maestro on Customer's behalf.

3.5 Content. Notwithstanding anything in this Agreement to the contrary, Customer shall own all right, title, and interest in and to the Content and all intellectual property rights embodied therein even regardless if such Content may be incorporated into Software or Documentation. To the extent Maestro develops or customizes any Content pursuant to Section 2.3, such Content is intended to be work-for-hire and owned exclusively by Customer. To the extent such ownership does not reside exclusively with Customer by operation of law, Maestro agrees to and hereby does assign all right, title and interest in and to such Content and the intellectual property rights embodied therein to Customer and Maestro shall cooperate with all reasonable requests of Customer to effectuate such assignment, at Customer's expense.

3.4 Credit; Notices. Unless waived by Maestro in writing, Maestro shall receive reasonably sized and placed customary "powered by", "created by", or other standard industry credit selected by Maestro on all distributed copies of the Application and Documentation. Notwithstanding the foregoing, Customer shall not delete the copyright and other proprietary rights notices on the Source Code of the Application.

4. FEES AND PAYMENTS.

4.1 Service Fees. Customer shall pay to Maestro the service fees for the Services as specified in the Statement(s) of Work. For any Services that Maestro performs pursuant to the parties' agreement or understanding and for which fees are not specified on the Statement(s) of Work, such Services shall be paid for at Maestro's then-prevailing time and materials rates unless otherwise agreed by the parties in writing. Unless otherwise specified in the Statement(s) of Work, Maestro shall invoice on a monthly basis and all payments shall be due within thirty (30) days after receipt of the invoice by Customer.

4.2 Expenses. Customer shall reimburse Maestro for appropriately documented out-of-pocket expenses reasonably incurred in the performance of this Agreement, including without limitation, shipping, travel expenses, lodging, and

meals for travel to Customer, and any third-party fees associated with Maestro's distribution of the Application on Customer's behalf (if applicable). Maestro will obtain Customer's prior written consent prior incurring such out-of-pocket expenses and/or third party fees.

4.3 Taxes. The fees and all other amounts due to Maestro as set forth in this Agreement are net amounts to be received by Maestro, exclusive of all taxes, duties, and assessments, including without limitation all sales, withholding, VAT, GST, excise, ad valorem, and use taxes, and any customs, import, export, or other duties, levies, tariffs, or other similar charges that are imposed by any jurisdiction outside the United States of America for the transactions contemplated herein (collectively, the "Taxes") and are not subject to offset or reduction because of any Taxes incurred by Customer or otherwise due as a result of this Agreement. Customer shall be responsible for, and shall pay directly, any and all Taxes relating to the performance of this Agreement, provided that this paragraph shall not apply to taxes based solely on Maestro's income.

4.4 Late Charge. Customer agrees to pay a late charge of one-and-a-half percent (1½%) per month or the highest amount allowed by law, whichever is lesser, on all amounts not paid to Maestro when due under the terms of this Agreement.

4.5 Non-Payment. In the event Customer fails to pay any fees and/or reimbursable expenses hereunder when they become due and payable in accordance with this Section, all then-current rights and licenses granted to Customer to use any Maestro Background Technology, pursuant to this Agreement shall be immediately terminated upon written notification by Maestro to Customer of such termination, notwithstanding any term to the contrary set forth in any applicable license, lease, use, or other agreement. Immediately upon such termination of rights in accordance with this Section, (i) Customer shall deliver to Maestro all software subject to such termination, and (ii) any license or other fees then outstanding with respect to such software shall immediately become due and payable. The remedy set forth in this Section shall be in addition to, and not in lieu of, any other right or remedy Maestro may have at law or in equity with respect to Customer's failure to pay any fees arising hereunder

5. CONFIDENTIALITY.

5.1 General. Each party will hold in confidence and, without the consent of the other party, will not use, reproduce, distribute, transmit, or disclose, directly or indirectly, the Confidential Information of the other party. The recipient of Confidential Information may only disclose the Confidential Information to its employees or third-party contractors that (i) have a need to know the information for the implementation of this Agreement, and (ii) are bound by confidentiality obligations at least as protective of the Confidential Information as those set forth herein. Without limiting the foregoing, the recipient of the Confidential Information agrees that it will exercise at least the same standard of care in protecting the confidentiality of the other party's Confidential Information as it does with its own Confidential Information of a similar nature, but in no event less than reasonable care.

5.2 Exceptions. Confidential Information shall not include information if and only to the extent that the recipient establishes that the information (i) is or becomes a part of the public domain through no act or omission of the recipient; (ii) was in the recipient's lawful possession prior to the disclosure and had not been obtained by the recipient either directly or indirectly from the disclosing party; (iii) was lawfully

disclosed to the recipient by a third party without restriction on disclosure; (iv) was independently developed by the recipient; or (v) was disclosed by the recipient pursuant to a requirement of a governmental agency or by operation of law, provided that the recipient shall disclose only that part of the Confidential Information which it is required to disclose and shall notify the owner prior to such disclosure. In addition, Maestro shall be subject to no restriction with regard to generalized information, concepts, ideas, and know-how that its personnel acquire or deduce in the normal course of business and retain and use without reliance on written or electronic data or material supplied by Customer.

5.3 Term. The obligations of the recipient of Confidential Information with regard to the Confidential Information that are expressly identified in writing as trade secrets of the other party remain in effect for as long as such information shall remain a trade secret under applicable law and, with regard to all other Confidential Information, shall remain in effect during the term of this Agreement and for three (3) years thereafter.

5.4 Injunctive Relief. Each party acknowledges that remedies at law may be inadequate to provide full compensation in the event of a material breach of this Section 6 of the Agreement, and each party shall therefore be entitled to seek injunctive relief in the event of any such material breach.

6. WARRANTIES.

6.1 Services. Maestro warrants that the Services will be performed in a workmanlike manner [and accordance with the specifications in the Documentation]. In order to receive the warranty remedies provided in this Section 6, Customer must report, in writing, any alleged nonconformity or defect in the Deliverables to Maestro within (10) days of the delivery date of the Deliverables to Customer (the "Warranty Period"). For any breach of the warranty contained in this Section 6, Customer's sole and exclusive remedy, and Maestro's entire liability and obligation shall be, at Maestro's election, to re-perform the Services at no additional cost or refund the prorated fees paid for such nonconforming or defective Services.

For any nonconforming or defective Services that are re-performed by Maestro, Maestro shall re-deliver the nonconforming or defective Deliverables to Customer for acceptance and Customer shall have the longer of (i) the remaining Warranty Period or (ii), if such re-delivery is after the expiration of the Warranty Period, a period of one (1) day of the redelivery date of the redelivered Deliverables to Customer, to notify Maestro, in writing, of any nonconformity or defect in such re-delivered Deliverables. In the event Customer notifies Maestro of any alleged nonconformity or defect after the Warranty Period, any such nonconformity or defect shall be corrected under Customer's Maintenance and Support plan or, in the absence of a Maintenance and Support plan, under a new Statement of Work.

6.2 Warranty Limitations. Other than as expressly set forth above, neither party makes any express or implied warranties, conditions, or representations to the other party, any of such other party's affiliates, or any other party with respect to the Deliverables, or any services or works of authorship provided hereunder or otherwise regarding this Agreement, whether oral or written, express, implied, or statutory. Without limiting the foregoing, any implied warranty or condition of merchantability, noninfringement, or fitness for a particular purpose is expressly excluded and disclaimed.

7. DELIVERY. Unless Maintenance and Support is purchased pursuant to an applicable Statement of Work, Maestro's only

obligations to Customer are to deliver the Application and Documentation to Customer in accordance with the Statement of Work and provide the post-delivery services purchased by Customer in the Statement of Work.

8. MAINTENANCE AND SUPPORT. Maestro provides Maintenance and Support in connection with the Application, for the benefit of Customer alone, as provided in an applicable Statement of Work.

9. LIMITATION OF DAMAGES. In no event shall either party, its employees, agents, distributors, marketing partners, resellers, or subsidiaries be liable under this Agreement for any loss of data or incidental, special, exemplary, or consequential damages based on any theory of contract, tort, strict liability, negligence, or otherwise, even if such party has been advised of the possibility of such damages. Each party's cumulative liability to the other party for all claims relating to this Agreement shall not (a), in the case of Customer, exceed the total amount of all fees paid to Maestro under this Agreement for the twelve (12) months preceding the event that gave rise to the claim and (b), in the case of Maestro, exceed the total estimated or actual contract price, whichever is greater. This limitation of liability shall not apply to the obligation to indemnify, defend and hold harmless under the indemnification provided in section 11 hereof.

10. TERM AND TERMINATION.

10.1 Term. This Agreement shall commence upon the Effective Date and continue until terminated as provided in Section 10.2; *provided, however*, unless also terminated, that any Statement of Work outstanding at the time of termination shall continue to be governed by these terms and conditions as if the Agreement had not been terminated.

10.2 Termination. Either party may terminate this Agreement prior to the end of the Term at any time upon giving written notice as follows:

(a) In the event that the other party fails to discharge any material obligations or remedy any material default under this Agreement for a period of fifteen (15) days after the notifying party has given the other party written notice specifying such failure or default, and such failure or default is not cured during this fifteen (15) day period; or

(b) In the event that the other party makes an assignment for the benefit of creditors, or commences or has commenced against it any proceeding in bankruptcy, insolvency, or reorganization pursuant to bankruptcy laws or laws of debtor's moratorium.

10.3 Post-Termination Rights. Termination of this Agreement shall not limit either party from pursuing other remedies available to it, including injunctive relief, nor shall such termination relieve Customer of its obligation to pay all fees due and payable under this Agreement.

10.4 Survival of Terms. Upon termination or expiration of this Agreement, all provisions of this Agreement concerning the ongoing interests of the parties shall continue and survive in full force and effect.

11. INDEMNIFICATION. If a third party claims that any of the Deliverables infringes its patent, copyright, or trademark or violates its trade secrets, Maestro will indemnify, defend and hold harmless Customer, its officers, directors, employees and representatives from and against such third party claim and all losses, damages, expenses, costs (but not including attorneys' fees that Customer may incur for independent representation after defense has been assumed by Maestro) and other

liabilities arising therefrom, provided that Customer notifies Maestro in writing within thirty (30) days of the claim or cause of action, and gives Maestro sole control of, and cooperates with Maestro in, the defense thereof or any related settlement negotiations (provided that Maestro shall not settle any such claim or cause of action in a manner that admits wrongdoing on the part of Customer or incurs financial liability on the part of Customer, without obtaining Customer's prior written consent, such consent not to be unreasonably withheld). Customer retains at all times the right to engage independent counsel of its own choosing at Customer's sole expense. If any such claim is made or is likely to be made (in Maestro's sole judgment), Maestro shall, at its discretion, either obtain the right for Customer to continue to use the affected Deliverable, modify or replace the affected Deliverable, provided the performance thereof is not adversely affected in any material manner, or refund the amounts paid hereunder by Customer for the Deliverable. Maestro shall have no obligation to Customer under this Section if a claim is based on Customer's modification of the affected Deliverable or its combination, operation, or use with any product, data, or apparatus not specified or approved in writing by Maestro. This Section shall not apply to, and Maestro shall have no any obligations hereunder with respect to, claims of infringement arising from any Customer Provided Content or Changes to the Application by Customer or by third-parties on Customer's behalf. This Section states Maestro's entire obligation to Customer and Customer's exclusive remedy with respect to any claim of infringement arising out of the Deliverables.

12. EXPORT. In the event that Customer is permitted to export the Deliverables outside the United States, Customer shall be solely responsible for compliance with all applicable U.S. export laws, rules, and regulations. Customer agrees to keep such books and records and to take other actions as may be required by such applicable laws, rules, and regulations, and to comply with any applicable U.S. export laws, rules, and regulations. Notwithstanding anything in this Agreement to the contrary, it is acknowledged and agreed that neither Maestro nor Customer may ship, export, or re-export the Deliverables, or any other information, process, product, or service obtained directly or indirectly from Maestro, to any country or entity that is the subject of any prohibition imposed by the U.S. Export Administration Act of 1979, U.S. Executive Orders, the U.S. Department of Commerce, and the North Atlantic Treaty Organization (NATO). Customer understands that, if such a prohibition applies and an export license cannot be obtained with reasonable effort, the disclosure or delivery of the Products may not occur.

13. INJUNCTIVE RELIEF. Each party acknowledges that remedies at law may be inadequate to provide the other party with full compensation in the event of such party's material breach of the Agreement or any intellectual property rights of such other party, and that such other party shall therefore be entitled to seek injunctive relief in the event of any such material breach.

14. GENERAL PROVISIONS.

14.1 Relationship of Parties. This Agreement shall not be construed to create any employment relationship, partnership, joint venture, or agency relationship or to authorize either party to enter into any commitment or agreement which is binding on the other party.

14.2 Assignment. Customer may not assign, sublicense, or otherwise transfer this Agreement, to any party without the prior written consent of Maestro, which consent shall not be unreasonably withheld. Notwithstanding the foregoing,

Customer may assign this Agreement and the licenses granted hereunder in their entirety without consent to a successor-in-interest to all or substantially all of Customer's assets or business, whether such succession is by merger, sale of assets or securities, change of control, or otherwise. This Agreement shall be binding upon and inure to the benefits of the parties, their legal representatives, permitted transferees, successors, and assigns as permitted by this Agreement.

14.3 No Waiver. No delay or failure in exercising any right hereunder and no partial or single exercise thereof shall be deemed to constitute a waiver of such right or any other rights hereunder. No consent to a breach of any express or implied term of this Agreement shall constitute a consent to any prior or subsequent breach.

14.4 Notices. All notices required to be given hereunder shall be given in writing and shall be delivered to the signatory at the address set forth on the signature page, or such other person and address as may be designated from time to time in writing, either (a) by hand, (b) by certified mail with proper postage affixed thereto, (c) by nationally recognized overnight courier, or (d) by facsimile (with confirmation copy subsequently sent to the other party by registered mail). All such communications shall be deemed received by the other party upon the earlier of actual receipt or actual delivery.

14.5 Severability. If any provision hereof is declared invalid by a court of competent jurisdiction, such provision shall be ineffective only to the extent of such invalidity, so that the remainder of that provision and all remaining provisions of this Agreement shall be valid and enforceable to the fullest extent permitted by applicable law.

14.6 Force Majeure. Neither party shall be liable for delay in any of its performance hereunder due to causes beyond its reasonable control, including but not limited to, an act of God, war, or a natural disaster.

14.7 Governing Law. This Agreement shall be governed and interpreted in accordance with the laws of the State of Michigan without regard to its conflicts of laws principles. Customer consents to submit to the exclusive jurisdiction of the state and federal courts in the State of Michigan, U.S.A. The United Nations Convention on the International Sale of Goods shall not apply to this Agreement.

14.8 Complete Agreement. This Agreement, including the exhibits attached hereto, supersedes in full all prior discussions and agreements, oral and written, between the parties and constitutes the entire understanding of the parties relating to the matters set forth herein.

14.9 Amendment or Modification. No amendment or modification of this Agreement shall be valid or binding upon the parties unless it is in writing and signed by the duly authorized officers of the parties.

14.10 Disclosure; Publicity. Maestro is hereby granted the right to disclose the name of Customer, and use the Customer's trademarks, to identify Customer as a customer of Maestro in its marketing materials, including disclosure and use of the Maestro Service.

14.11 Conflicts. In the event of any discrepancies between these Terms and Conditions and the Statement(s) of Work, these Terms and Conditions shall prevail over the Statement(s) unless such Statement(s) specifically states that it is intended to prevail over the terms of these Terms and Conditions.

14.12 Scope Change Management Process. Any time there is a request to change the scope of the deliverables outlined in this estimate or a change in the efforts required implementing these deliverables, Maestro Project Manager must be notified. At that time, Maestro Project Manager will document the requested change(s), assess the impact the proposed change(s) may have on the project, and determine the best course of action for resolution. Maestro Project Manager will work to resolve any issues with the client's project sponsor. In the event an issue cannot be resolved, the Escalation Management Process will address it.

14.13 Escalation Management Process. If there is an issue that cannot be resolved through the Scope Change Management Process, the Escalation Management Process will be initiated. This will require Maestro's Project Manager to submit a written summary of the issue(s) to the Principal Owner of Maestro and the equivalent at client's office. These two parties will resolve the disputed issue and communicate the outcome to Maestro's Project Manager. Maestro Project Manager will add the resolution as an addendum to the SOW (that may or may not have an impact on the overall cost, scope, or time of the project).