



CUSTOMER AGREEMENT

This Customer Agreement (“Agreement”) is effective as of the Effective Date set forth below and is between joinETA.com, LLC, a North Carolina limited liability company (“joinETA”), and the Customer set forth below (the “Customer”). joinETA and the Customer are sometimes referred to herein as the “Parties” and each, individually, as a “Party”.

The Customer

Effective Date:	
Customer Legal Name:	
State of Incorporation/Organization:	
d/b/a:	
Address:	
City, State, Zip:	
Email Address:	

1. **Definitions.** All capitalized terms, when used in the singular, plural, or possessive form, have the meanings stated in this Section 1 or in the section in which they are first used.

1.1. “Confidential Information” has the meaning specified in Section 7.1.

1.2. “Customer Claim” has the meaning specified in Section 9.1.

1.3. “Customer Data” means all information, whether proprietary or not, submitted to joinETA by the Customer through the Services.

1.4. “Customer Indemnified Parties” has the meaning specified in Section 9.1 (Intellectual Property Indemnification).

1.5. “Disclosing Party” has the meaning specified in Section 7.1.

1.6. “joinETA Indemnified Parties” has the meaning specified in Section 9.5

1.7. “License” has the meaning specified in Section 2.

1.8. “Platform” means joinETA’s mobile app, website, software-as-a-service proprietary technology, and all programs and programming, software, works of authorship, graphical user interfaces, workflows, products, processes, algorithms, know-how and other trade secrets, techniques, designs, inventions and other tangible or intangible technical material or information through which the Services are provided or made available with the Services.

1.9. “Receiving Party” has the meaning specified in Section 7.1.

1.10. “Service” or “Services” means the services provided through the Platform, and any additional services provided by joinETA to the Customer.

1.11. “Subscription Fee” means the monthly fee of Five Hundred Fifty dollars (\$550) due from the Customer to joinETA, along with any additional amounts agreed to in writing by the Parties associated with providing the License and the Services to the Customer during the Term.

1.12. **“Suggestions”** means any suggestions, ideas, enhancement requests, feedback, recommendations or other information provided by the Customer to joinETA that are incorporated into the Platform or Services or provided in response to a survey or other direct solicitation by joinETA.

1.13. **“Support Services”** means the set of services provided by joinETA that involve the analysis, repair, troubleshooting and general assistance with the Platform during the Term.

1.14. **“Term”** has the meaning specified in Section 5.1.

2. **License.** joinETA hereby grants the Customer, during the Term, a worldwide, non-exclusive, non-transferable (except with a permitted assignment of this Agreement), non-sublicensable license (the **“License”**) to access and use the Platform during the Term and in accordance with the terms of this Agreement. As between the parties, joinETA exclusively owns the Platform. Other than as set forth in this Section 2.1, this Agreement does not convey to the Customer any rights of ownership in or to Services, the Platform, or related intellectual property rights. All rights not expressly granted to the Customer are reserved by joinETA.

3. **Availability and Support Services.**

3.1. **Availability.** joinETA shall make the Platform available to the Customer between the hours of 6:00am – 8:00pm, Monday through Friday, except for (a) national holidays, (b) scheduled maintenance, and (c) factors not in joinETA’s control, such as: ISP interruptions, denial of service attacks, virus/worm or other attacks, power interruptions, telecommunication or router failures, third-party hardware defects or failures, third-party software defects or failures, a Customer act.

3.2. **Support Services.** During the Term, joinETA shall provide the Customer with Support Services for the platform in accordance with joinETA’s troubleshooting categorizations and standard response procedures at no additional charge. joinETA may offer additional Support Services; any such additional Support Services, and any fees associated with the additional Support Services, shall be agreed upon in writing by the Parties. joinETA is under no obligation to provide Support Services for any code, content or other materials not developed, implemented or modified by joinETA. joinETA provides training and education to support the use of the Platform. Any such additional training, and any fees associated with the additional training, shall be agreed upon in writing by the Parties.

4. **Customer’s Use of the Platform.**

4.1. **Customer’s Responsibilities.** Customer is responsible for all activities that occur under its account. Customer shall:

4.1.1. prevent unauthorized access to, or use of, the Platform, and notify joinETA promptly of any such unauthorized use; and

4.2.2. comply with all laws in using the Platform.

4.2. **General Restrictions on Use of the Platform.** Customer shall use the Platform solely for its business purposes in accordance with this Agreement. When using the Platform, the Customer shall not:

4.2.1. license, sublicense, sell, resell, rent, lease, loan, transfer, assign, distribute, time share or otherwise commercially exploit or make the Platform available to any third party except as expressly authorized in this Agreement;

4.2.2. modify, copy, or create derivative works based on the Platform;

4.2.3. reverse engineer the Platform or access the Platform to either build a competitive product or service, or build a product or service using or copying similar ideas, features, functions or graphics of the Platform;

4.2.4. access, alter, or destroy any information of any customer of joinETA by any fraudulent means or device, or attempt to do so;

4.2.5. send or store material on or through the Platform containing software viruses, worms, Trojan horses or other harmful computer code, files, scripts, agents or programs;

4.2.6. interfere with or disrupt the integrity or performance of the Platform or the data contained therein;

4.2.7. attempt to gain unauthorized access to the Platform or its related systems or networks; or

4.2.8. use or distribute the Platform in violation of any laws, regulations or export restrictions.

4.3. Customer Ownership. To the extent that the Customer provides joinETA with Customer Data, such information is provided solely to aid joinETA with respect to its performance hereunder. Except as described in Section 4.4 below, joinETA makes no claim to any right, title and interest in any Customer Data. Customer hereby grants to joinETA a non-exclusive, non-transferable license to use the Customer Data solely for providing the Services and responding to service or technical problems, at Customer's request, or otherwise, with the Platform.

4.4. Work Product. From time to time, joinETA may solicit feedback from the Customer regarding use and performance of the Platform. If the Customer provides any Suggestions, joinETA owns all right, title and interest in and to the Suggestions, even if the Customer has designated the Suggestions as confidential. joinETA shall be entitled to use any Suggestions without restriction, including incorporation of Suggestions into the Platform. If joinETA cannot claim ownership to the Suggestions pursuant to law, the Customer hereby irrevocably assigns to joinETA all right, title and interest in and to the Suggestions. joinETA will not use Customer Data for any other purpose.

5. **Term and Termination**

5.1. Term of Agreement. This Agreement commences on the Effective Date and will continue until terminated pursuant to this Agreement ("Term").

5.2. Suspension of Services. joinETA shall have the right to immediately suspend Customer's access to the Platform or any portion of the Services upon written notice to the Customer if joinETA determines that:

5.2.1. The Customer has violated any of the Customer's obligations set forth in Section 4;

5.2.2. The Customer's account has been compromised; or

5.2.3. Activity under the Customer's account may adversely impact the Platform or joinETA's security practices.

joinETA shall restore access to the Platform upon Customer's cure under Section 5.2.1 above, or upon joinETA's reasonable determination that the security of the Platform is no longer compromised under Sections 5.2.2 or 5.2.3.

5.3. Termination for Cause. Either Party may terminate this Agreement for cause:

5.3.1. upon written notice of thirty (30) days of a material breach to the breaching Party if such breach remains uncured at the expiration of such period, or

5.3.2. if either Party becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation or assignment for the benefit of creditors that is not dismissed or stayed within sixty (60) days.

Termination by joinETA or the Customer shall not relieve the Customer of the obligation to pay any fees accrued or payable to joinETA before the effective date of termination, and any such fees shall be paid by the Customer by such effective date.

5.4. Termination for Convenience. Either Party may terminate this Agreement for any reason or no reason upon ninety (90) days' written notice to the other Party.

5.5. Effect of Termination. joinETA's obligations and the rights granted by joinETA hereunder shall terminate at the end of the Term, and Customer shall cease using the Services. Customer will return or destroy all joinETA Confidential Information in Customer's possession or control at the end of the Term.

5.6. Survival. The following provisions shall survive termination or expiration of this Agreement: 4.4 (Work Product), 6.1 (Fees), 7 (Confidentiality), 10 (Limitation of Liability), and 12.7 (Governing Law).

6. Fees & Payment

6.1. Fees. The Customer shall pay Subscription Fees for the Services and other related fees as mutually agreed to in writing by the Parties. Unless explicitly stated otherwise, all monetary denominations quoted in an invoice shall be in United States dollars (\$USD). Unless otherwise expressly stated herein, Subscription Fees are non-refundable. joinETA may revise Subscription Fees by providing Customer ninety (90) days' written notice.

6.2. Invoicing. All fees are due within thirty (30) days after the Customer's receipt of an invoice, unless otherwise agreed to in writing by the Parties. If Customer's account is past due, joinETA may charge the Customer a late-payment fee of one percent (1%) per month on such overdue amounts and suspend the Customer's access to the Platform until such amounts are paid.

6.3. Taxes. joinETA's fees exclude any and all local, state, federal or foreign taxes, levies or duties of any nature ("Taxes"). The Customer is responsible for paying all Taxes. If joinETA has the legal obligation to pay or collect Taxes for which the Customer is responsible under this Section, the appropriate amount shall be invoiced to and paid by the Customer unless the Customer provides joinETA with a valid tax exemption certificate authorized by the appropriate taxing authority.

6.6. Additional Fees for Services. joinETA reserves the right to invoice the Customer for any fees imposed by a third-party that joinETA uses to provide the Services to the Customer.

7. Confidentiality

7.1. Definition. The term "Confidential Information" means all confidential and proprietary information of each party ("Disclosing Party") disclosed to the other party ("Receiving Party"), whether orally

or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure, including the terms and conditions of this Agreement.

7.2. Confidentiality. Receiving Party shall not disclose or use any Confidential Information of Disclosing Party for any purpose outside the scope of this Agreement, except with Disclosing Party's prior written permission. Each Party may permit access to Confidential Information of the other Party to those of its employees or authorized representatives who have a need to know (including auditors, bankers, attorneys and potential parties to acquisition, divestiture, or similar transactions to facilitate the due diligence and closing of the transaction) and have signed confidentiality agreements or are otherwise bound by confidentiality obligations. Receiving Party agrees to protect Confidential Information of Disclosing Party in the same manner that it protects the confidentiality of its own proprietary and confidential information of like kind, but in no event with less than reasonable care. If Receiving Party is compelled by law or a government authority to disclose Confidential Information of Disclosing Party, it shall provide Disclosing Party with prior written notice of such compelled disclosure (to the extent practicable and legally permitted) and reasonable assistance, at Disclosing Party's cost, if Disclosing Party wishes to contest or limit such disclosure.

7.3. Exclusions. Confidential Information shall not include any information that:

7.3.1. is or becomes publicly available without breach of any obligation owed to Disclosing Party;

7.3.2. was known to Receiving Party before its disclosure by Disclosing Party without breach of any obligation owed to Disclosing Party;

7.3.3. was independently developed by Receiving Party without breach of any obligation owed to Disclosing Party; or

7.3.4. is received from a third party without breach of any obligation owed to Disclosing Party.

7.4. Return of Confidential Information. On the termination or expiration of this Agreement or otherwise at Disclosing Party's written request, Receiving Party will immediately return or, as Disclosing Party may direct in writing, destroy all copies of Disclosing Party's Confidential Information in its possession and so certify by an authorized representative, except for copies Receiving Party is required to keep for legal or regulatory purposes.

7.5. Supremacy. If the Parties have signed a non-disclosure agreement before this Agreement, the Parties expressly agree that the terms of this Section 7 supersede and replace entirely the obligations of the respective Parties under such non-disclosure agreement.

8. **Warranty**

8.1. Mutual Warranty. Each Party represents and warrants that it has the legal power to enter into this Agreement.

8.2. Remedies for Breach of Warranties. Each Party's sole and exclusive remedy for breach of warranty under Section 8.1 shall be the right to immediately terminate for breach under this Agreement.

8.3. Disclaimer. EXCEPT AS EXPRESSLY PROVIDED IN SECTION 8.1, JOINETA MAKES NO WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, AND JOINETA HEREBY SPECIFICALLY DISCLAIMS ALL OTHER WARRANTIES, INCLUDING THE

IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, RESULT, EFFORT, TITLE AND NON-INFRINGEMENT TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW. JOINETA DOES NOT WARRANT THAT THE PLATFORM or SERVICES OR ANY OTHER MATERIALS OR TECHNOLOGY WILL BE PROVIDED ERROR-FREE, WILL OPERATE WITHOUT INTERRUPTION OR WILL FULFILL THE CUSTOMER'S REQUIREMENTS. THE CUSTOMER ACKNOWLEDGES THAT THE PLATFORM MAY CHANGE, AND THAT IT HAS RELIED ON NO WARRANTIES OTHER THAN THE EXPRESS WARRANTY SET FORTH IN SECTION 9.1 AND THAT NO WARRANTIES ARE MADE BY ANY OF JOINETA'S LICENSORS, SUPPLIERS, CONTRACTORS, OR OTHER SERVICE PROVIDERS. THE CUSTOMER ACKNOWLEDGES AND AGREES THAT THE FEES OFFERED UNDER THIS AGREEMENT REFLECT THESE NEGOTIATED WARRANTY PROVISIONS. TO THE EXTENT THAT JOINETA CANNOT DISCLAIM ANY SUCH WARRANTY AS A MATTER OF APPLICABLE LAW, THE SCOPE AND DURATION OF SUCH WARRANTY WILL BE THE MINIMUM REQUIRED UNDER SUCH LAW.

9. Indemnification

9.1. Intellectual Property Indemnification. joinETA shall, at its expense, defend the Customer and its officers, directors, and employees ("Customer Indemnified Party(ies)") against any claim made or brought against any the Customer Indemnified Party by a third party alleging that the Services, as provided to the Customer hereunder, infringe the intellectual property rights of such third party (each, a "Customer Claim"), and shall pay any damages finally awarded by a court or agreed to by joinETA in a settlement of such Customer Claim.

9.2. Process. To seek indemnification for a Customer Claim, Customer must:

9.2.1. promptly give written notice of the Customer Claim to joinETA; and

9.2.2. give joinETA sole control of the defense and settlement of the Customer Claim (provided that joinETA may not agree to any settlement that imposes any liability or obligation on Customer without Customer's consent); and

9.2.3. provide joinETA with all reasonable assistance in providing a defense to the Customer Claim.

9.3. Exceptions. joinETA shall have no obligation to indemnify Customer regarding a Customer Claim pursuant to Section 9.1 or otherwise regarding claims that arise from or relate to:

9.3.1. The Customer's use of the Platform other than as specified in this Agreement; or

9.3.2. any modifications to the Platform made by any entity or person other than joinETA;
or

9.3.3. any combination of the Platform with services or technologies not provided by joinETA; or

9.3.4. Customer's use of the Platform or any portion thereof after the termination of this Agreement.

9.4. Responsibilities. If joinETA believes that a Customer Claim is likely to be made, or if an existing Customer Claim may cause joinETA liability, joinETA may, at its sole discretion:

9.4.1. obtain a license which permits the Customer to continue to use the potentially infringing portion of the Platform;

9.4.2. modify the Platform to avoid the potential infringement; or

9.4.3. if the foregoing cannot be achieved after using reasonable commercial efforts, terminate the Agreement or the infringing portion of the Platform and refund the prorated portion of any unearned pre-paid Subscription Fees applicable to the portion of the terminated Service to be provided after the termination date.

The foregoing remedy shall be Customer's sole and exclusive remedy for a Customer Claim.

9.5. Indemnification by the Customer.

9.5.1. General. Subject to this Agreement, the Customer shall, at its expense, defend joinETA and its officers, directors and employees ("joinETA Indemnified Party(ies)") against any claims made or brought against any joinETA Indemnified Party arising from or related to:

9.5.1.1. breach of the Customer's obligations pursuant to Sections 4.1 and 4.2; or

9.5.1.2. the Customer's use of the Platform in a manner not allowed hereunder (each, a "joinETA Claim").

9.5.2. Responsibilities. The Customer shall pay any damages finally awarded by a court or agreed to by the Customer in a settlement of such joinETA Claim; provided, that joinETA:

9.5.2.1. promptly gives written notice of the joinETA Claim to the Customer;

9.5.2.2. gives the Customer sole control of the defense and settlement of the joinETA Claim (provided that the Customer may not agree to any settlement that imposes any liability or obligation on joinETA); and

9.5.2.3. provides the Customer, at the Customer's cost, with reasonable assistance in connection therewith.

10. **Limitation of Liability**

IN NO EVENT SHALL EITHER PARTY HAVE ANY LIABILITY TO THE OTHER PARTY FOR ANY LOST PROFITS, LOSS OF USE, BUSINESS INTERRUPTION, COSTS OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, OR FOR ANY INDIRECT, SPECIAL, INCIDENTAL, MULTIPLE, EXEMPLARY, PUNITIVE, OR CONSEQUENTIAL DAMAGES HOWEVER CAUSED AND, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY, WHETHER OR NOT THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. IN NO EVENT SHALL JOINETA'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY, EXCEED THE AMOUNTS ACTUALLY PAID BY CUSTOMER TO JOINETA HEREUNDER IN THE TWELVE (12)-MONTH PERIOD PRECEDING THE OCCURRENCE OF THE INITIAL EVENT FOR WHICH A PARTY RECOVERS DAMAGES HEREUNDER. NOTWITHSTANDING ANYTHING TO THE CONTRARY HEREIN, AND EXCEPT AS SET FORTH IN SUBSECTION (I) ABOVE, THE LIMITATIONS OF THIS SECTION 10 SHALL NOT APPLY TO OR OTHERWISE LIMIT THE BREACH OF THE OBLIGATIONS UNDER SECTIONS 7 AND 9, OR CUSTOMER'S BREACH OF SECTION 4. THE PARTIES ACKNOWLEDGE THAT THIS SECTION 10 REFLECTS THE AGREED UPON ALLOCATION OF RISK BETWEEN THE PARTIES, THAT NEITHER PARTY WOULD ENTER INTO THIS AGREEMENT WITHOUT THESE LIMITATIONS ON ITS LIABILITY, AND NO OTHER CLAUSE REGARDING LIMITATION OF LIABILITY SHALL CONTROL NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT OR ANY OTHER

DOCUMENT. THIS SECTION 10 SHALL APPLY DESPITE THE FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY SET FORTH HEREIN.

11. **Publicity**

11.1. Website. After the Effective Date, joinETA may use the Customer's name and logo to reference it as a joinETA customer in joinETA publications, including but not limited to the following: joinETA's public website, joinETA's presentations and requests for proposals ("RFPs"), and joinETA's customer lists.

11.2. General. joinETA may insert the Customer's name in a list of customers included in its annual report or in presentations given to the public. joinETA will notify the Customer (which notification will be given, where permitted by law, before any disclosure is made to such regulator) in the event any regulator of the Customer has inquiries about the subject matter of the Agreement or any matter involving the Customer.

12. **General**

12.1. Relationship of the Parties. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary, or employment relationship between the Parties. There are no third-party beneficiaries to this Agreement.

12.2. Notices. All notices under this Agreement shall be in writing and shall be deemed to have been given when verified by written receipt if sent by personal courier, overnight courier, or when received if sent by mail without verification of receipt, or when verified by automated receipt or electronic logs if sent by facsimile or email. Notices to each Party shall be addressed using the contact information at the beginning of this Agreement.

12.3. Force Majeure. Neither Party shall be liable for any failure to perform its obligations under this Agreement if such failure is caused by acts of God, or other causes beyond the reasonable control of such Party. Obligations hereunder, shall in no event be excused but shall be suspended only until as soon as commercially reasonable following the cessation of any cause of such failure.

12.4. Waiver; Severability. No failure or delay by either Party in exercising any right under this Agreement shall constitute a waiver of such right. If any provision of this Agreement is held by a court of competent jurisdiction to be contrary to law, such provision shall be modified by the court and interpreted so as best to accomplish the objectives of the original provision to the fullest extent permitted by law, and the remaining provisions of this Agreement shall remain in effect.

12.5. Assignment. Neither Party may assign this Agreement without the prior written consent of the other Party. Notwithstanding the foregoing, either Party may assign this Agreement without consent of the other Party in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its stock or assets that relate to this Agreement. Any attempt by a Party to assign its rights or obligations under this Agreement in breach of this Section shall be void and of no effect. Subject to the foregoing, this Agreement shall bind and inure to the benefit of the parties, their respective successors and permitted assigns.

12.6. Remedies. Other than as expressly stated herein, the remedies provided in this Agreement are in addition to, and not exclusive of, any other remedies of a Party at law or in equity. Pursuant to Section 7, in the event the Receiving Party discloses or uses (or threatens to disclose or use) any Confidential Information of the Disclosing Party in breach of its confidentiality obligations, the Disclosing Party shall have the right, in addition to any other remedies available to it, to seek injunctive relief to enjoin such acts, it being specifically acknowledged by the Parties that such unauthorized disclosure or use will cause

irreparable harm to the Disclosing Party for which any other available remedies may be inadequate, without the necessity of proving actual damages or posting bonds, in addition to any other relief as may be granted by a court of competent jurisdiction. In the event a Party uses or threatens to use the other Party's intellectual property rights in a manner that is or would be a violation of this Agreement, the non-breaching Party shall have the right, in addition to any other remedies available to it, to seek injunctive relief to enjoin such acts, it being specifically acknowledged by the Parties that such unauthorized use will cause irreparable harm to the non-breaching Party for which any other available remedies may be inadequate, without the necessity of proving actual damages or posting bonds, in addition to any other relief as may be granted by a court of competent jurisdiction.

12.7. Governing Law. This Agreement shall be governed by the laws of the State of North Carolina, without reference to provisions on conflict of law. The state and federal courts located in Charlotte, North Carolina shall have exclusive jurisdiction to adjudicate any dispute arising out of or relating to this Agreement. Each Party hereby consents to the exclusive jurisdiction of such courts provided that nothing in this Section 12.7 prohibits either Party from seeking or obtaining in any jurisdiction injunctive or similar relief in connection with the enforcement of this Agreement.

12.8. Online Terms. As a condition to accessing the Platform, the Customer acknowledges and agrees that it has read, will adhere to, and will not violate joinETA's Terms of Use (<https://www.joineta.com/termsfuse>) and Privacy Policy (<https://www.joineta.com/privacypolicy>).

12.9. Entire Agreement. This Agreement, including all exhibits and addenda attached hereto or referenced in this Agreement, constitutes the entire agreement between the Parties, and supersedes all prior and contemporaneous agreements, proposals or representations, written or oral, concerning its subject matter. No modification, amendment, or waiver of any provision of this Agreement shall be effective unless in writing and signed by the Party against whom the modification, amendment or waiver is to be asserted.

12.10. Counterparts. This Agreement may be executed in counterparts, which taken together shall form one legal instrument. Each Party may sign this Agreement using electronic or handwritten signature, which are of equal effect, whether on original or electronic copies.

BY SIGNING BELOW, each party acknowledges that it has carefully read and fully understands this Agreement, and each agrees to be bound by the terms of the Agreement. This Agreement will become effective on the Effective Date.

joinETA.com, LLC

CUSTOMER

Signature: _____

Signature: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____