

SOFTWARE AS A SERVICE AGREEMENT

This Software as a Service Agreement (“**Agreement**”) is entered into between

_____ (“**Client**”), a

_____ with its principal place of business

at _____ and Secure and Complete LLC, a

Delaware limited liability company (“**S&C**”), with its principal place of business at 1327 NE

14th Pl, Fort Lauderdale, Florida 33304. S&C and Client agree that the following terms

and conditions will apply to the services provided under this Agreement and Orders placed

thereunder. The services referenced in this Agreement shall go into effect on

_____, 202__.

SCOPE OF SERVICES

- S&C shall render software services related to food and botanical product labeling and inventory management for edible products sold through dispensaries (“S&C”).
- S&C shall be an independent contractor and neither party shall be considered an employee or agent of the other Party. Neither Party is authorized to accept service of process on behalf of the other Party.
- S&C shall be provided to Client via secure internet access portal. At no time may software, code, or other technology be downloaded or otherwise transferred to Client. S&C will be maintained on a cloud platform maintained by S&C. The sole Client access point will be the secure internet portal provided to Client by S&C.
- Client shall use the services provided hereunder only in furtherance of its primary Business and not for any other purpose. Client may not subcontract these services, may not allow parties to use the service, nor may Client use the services in furtherance of any other business or endeavor.
- S&C is limited to use in the United States in jurisdictions where sale of Client’s products is lawful. Use of S&C in other jurisdictions is permitted only as detailed in this Agreement.

SUPPORT

- S&C’s support email address is support@secureandcomplete.com.

LABELS

- Client may purchase blank labels from S&C or elsewhere. Labels are a separate purchase and are not included in this Agreement. S&C represents that the labels it supplies conform with S&C and with both Federal and State regulatory requirements of the US jurisdiction(s) in which this Agreement authorizes Client to use S&C. S&C does not represent that its labels are fit for any commercial purpose for applications or in jurisdictions not specified herein. Client's election to use labels purchased by any vendor other than S&C voids any and all warranties, including fitness for any purpose.
- S&C supports labels sized: 1.18x1.57" (small), 1.41x1.92" (standard), or 2x2" (large). S&C offers custom-template labels of any dimension required by Client, however, Client's election to use custom-template labels voids any and all warranties, including fitness for any purpose, because custom-template (ie. irregular size) labels do not adhere to current State regulatory requirements. There is an additional charge for custom-template labels. Any data derived by S&C from State databases, if altered, voids any and all warranties.
- Client may include information on their labels that is not required by State or Federal regulations, however, the accuracy, correctness, truth, content, and matters of regulatory compliance for such additional information are the sole responsibility of Client.
- Excessively long product names or other label entries may cause labeling text characters to overlay or touch on the final printed label. Overlaid or touching text characters on product labels is unlawful. Labeling text must not overlap and no letters nor other characters may touch in the final printed label. Each text character must be completely surrounded by white background. It is the sole responsibility of the Client to ensure that texts in printed labels that are applied to products do not contain text that overlay, overlap, or touch other text characters. In some cases, meeting this requirement may necessitate abridging, abbreviating, or otherwise shortening product names or other labeling inputs. We recommend printing a sample label for review prior to batch printing. Client is solely responsible for labels that violate regulatory requirements or are otherwise not useable or desired once printed.

CONSIDERATION, PAYMENT, AND TERMS OF USE

- Client shall pay S&C on a monthly basis per the attached S&C Pricing sheet and are subject to change with 30 days written notice communicated to Client either by email or through the SaaS Portal. Receipt of payment is due on or before the 1st day of each month following the month for which the SaaS has been provided. In

the event that payment is not received in a timely fashion, a 5 day grace period shall be extended, after which the Client's web portal and information panel access may be closed or frozen. Billing is monthly and not subject to daily or other proration. Monthly billing is automatically transacted via credit card or ACH transfer. Because billing is monthly and not subject to proration, refunds are not available once the automatic billing date is reached and payment processed for the previous month.

- In the unlikely event that S&C determines that Client's use of S&C is causing harm to S&C or any third party, S&C may suspend Client's SaaS portal access and shall inform Client immediately of such suspension in writing.
- Suspension of Client's access to the web portal does not release Client from its payment obligations. Client agrees to hold S&C harmless and to indemnify S&C against any third party with claims arising from or relating to suspension of SaaS portal access.
- Consulting services, travel, and any other expenses shall be presented to and accepted by Client in writing prior to their performance.
- S&C shall bill Client for applicable taxes as a separate line item on each invoice. Client shall be responsible for payment of all sales and use taxes, value added taxes (VAT), or similar charges relating to Client's purchase and use of the services.
- Any unpaid balance shall be subject to 18% interest from the date payment was due.
- **Pricing appears on a separate S&C Pricing Sheet.** Client accepts Pricing Changes with 30 days written notice from S&C, communicated to Client either by email or through the SaaS Portal.

RESTRICTIONS

- Client shall not, and shall not permit anyone to: (i) copy or republish the S&C website, data, content, code, nor any other materials created or conveyed to Client by or through S&C, (ii) make S&C services available to any person other than authorized Client Users, (iii) use or access S&C services to provide service bureau, time-sharing, or other computer hosting services to third parties, (iv) modify or create derivative works based upon S&C services or Documentation, (v) remove, modify or obscure any copyright, trademark or other proprietary notices contained in the software used to provide S&C services or in the Documentation, (vi) reverse

engineer, decompile, disassemble, or otherwise attempt to derive the source code of S&C's website or other programs, except and only to the extent such activity is expressly permitted by applicable law, (vii) use or apply S&C services to products used, sold, distributed, or marketed in any jurisdiction not specified herein, nor (ix) access S&C services nor use the Documentation in order to build a similar product or competitive product. Subject to the limited licenses granted herein, S&C shall own all right, title and interest in and to S&C, 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. Client agrees to assign all right, title, and interest it may have in the foregoing to S&C.

SERVICE & COMPLIANCE

- Operation of S&C requires substantial information delivered to S&C by Client. Client shall provide commercially reasonable information and assistance to S&C to enable S&C to deliver S&C. Upon request from S&C, Client shall promptly deliver any requested Client Content to S&C in an electronic file format specified and accessible by S&C. Client acknowledges that S&C's ability to deliver S&C in the manner provided in this SaaS Agreement may depend upon the accuracy and timeliness of such information and assistance.
- Client shall: (a) notify S&C immediately of any unauthorized use of any password or user id or any other known or suspected breach of security, (b) report to S&C immediately and use reasonable efforts to stop any unauthorized use of S&C that is known or suspected by Client, and (c) not provide false identity information to gain access to or use S&C.
- Client shall be solely responsible for the acts and omissions of its Administrator Users. S&C shall not be liable for any loss of data or functionality caused directly or indirectly by the Administrator Users.
- Client is solely responsible for collecting, inputting and updating all Client Content stored on the Host, and for ensuring that the Client 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. Client shall: (i) notify S&C immediately of any unauthorized use of any password or user id or any other known or suspected breach of security, (ii) report to S&C immediately and use reasonable efforts to stop any unauthorized use of S&C that is known or suspected by Client, and (iii) not provide false identity information to gain access to or use S&C.

- Client certifies that it is in good standing with all governmental licensing and regulatory bodies to which Client represents itself to S&C as licensed, permitted, or otherwise authorized to operate. In the event that Client's licensing, permit, or other official authorization lapses, is revoked, or in any other way negatively changes, Client agrees to immediately and in writing inform S&C of such changes. Client agrees to forever hold S&C harmless for S&C's use and possession of any and all data uploaded, transferred to, or automatically obtained by S&C from a third party website or other information source that is obtained through Client's license, permit, or other governmental authorization in fulfillment of this Agreement.

TERMINATION & MODIFICATION

- This Agreement may be terminated at any time by either Party upon written notice. Upon termination, Client shall cease any use of S&C and Client's web portal and information panel access may be closed. Termination shall not relieve Client of any payment obligations.
- Modifications to this Agreement must be mutually agreed upon in writing by both Parties. Email is acceptable for notifying the other Party of a request to modify this Agreement. Consent of both parties to modify this Agreement must be, affirmative, explicit, and specific regarding exactly what language shall be added or removed from the current Agreement and upon which date the proposed changes are or will be effective.

DISCLAIMER OF WARRANTIES & LIMITATION OF LIABILITY

THE SOFTWARE IS PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF MERCHANTABILITY, NONINFRINGEMENT, OR OF FITNESS FOR A PARTICULAR PURPOSE. S&C DOES NOT WARRANT THAT THE FUNCTIONS CONTAINED IN THE PROGRAM WILL MEET YOUR REQUIREMENTS OR THAT OPERATION WILL BE UNINTERRUPTED OR ERROR FREE. S&C MAKES NO WARRANTIES RESPECTING ANY HARM THAT MAY BE CAUSED BY THE TRANSMISSION OF A COMPUTER VIRUS, WORM, TIME BOMB, LOGIC BOMB, OR OTHER SUCH COMPUTER PROGRAM. S&C FURTHER EXPRESSLY DISCLAIMS ANY WARRANTY OR REPRESENTATION TO AUTHORIZED USERS OR TO ANY THIRD PARTY.

INDEMNIFICATION

- If a third party makes a claim against Client alleging that S&C infringes any patent, copyright, or trademark, or misappropriates any trade secret, S&C shall defend Client and its directors, officers and employees against the claim at S&C's expense and S&C 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 S&C, to the extent arising from the claim. S&C shall have no liability and shall be indemnified by Client for any claim based on (a) the Client Content, (b) modification of S&C not authorized by S&C, or (c) use of S&C other than in accordance with the Documentation and this SaaS Agreement.
- If a third party makes a claim against S&C alleging that Client Content infringes any patent, copyright or trademark, or misappropriates any trade secret, Client shall defend S&C and its directors, officers and employees against the claim at Client's expense and Client 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 Client, to the extent arising from the claim.
- 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.

CONFIDENTIALITY

- Client and S&C agree that the existence of their business relationship is not confidential, but that the particulars regarding terms, payment, the text of this Agreement, and the functionality, operations, coding, and integration of S&C into other systems of management or organization is confidential information.
- Client and S&C agree that any and all information entered or uploaded by Client to the SaaS portal is not confidential and is the property of S&C.
- Confidential information shall be kept confidential for the duration of this Agreement plus 5 years following termination thereof, however, 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, or in response to subpoena or other court order.

FORCE MAJEURE

- A party shall not be liable for any failure of or delay in the performance of this Agreement for the period that such failure or delay is due to causes beyond its

reasonable control, including but not limited to acts of God, war, strikes, or labor disputes, embargoes, public health crisis, government orders or any other force majeure event.

ASSIGNMENT

- This Agreement is not assignable except on prior written agreement by both parties.

NOTICES

- All Notices and other written communication between the parties shall be communicated by email. Notices sent to S&C should be sent to billing@secureandcomplete.com. Notices sent to Client shall be sent to Client either by email or through the SaaS Portal.

SEVERABILITY

- If any term of this 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 remaining terms of this Agreement shall remain in full force.

ENTIRE AGREEMENT

- This Agreement (including all Schedules and exhibits) contains the entire agreement of the parties and supersedes all previous oral and written communications by the parties. This Agreement may be amended solely in a writing signed by both parties. Electronic signature via email exchange is acceptable. Standard or printed terms contained in any purchase order or sales confirmation are rejected and void unless specifically accepted in writing by the party against whom their enforcement is sought.

STATISTICAL INFORMATION

- S&C may compile statistical information related to the performance of S&C for purposes of improving the SaaS service.

GOVERNING LAW & DISPUTE RESOLUTION

- This Agreement shall be governed by the laws of the State of _____.

- The state and federal courts located in Broward County, Florida shall have exclusive jurisdiction for any litigation arising out of or related to this Agreement.
- In the event of an enforcement action, the prevailing party shall be entitled to recovery of all costs and reasonable attorney fees associated with enforcement or collection actions.

SIGNATURE IN COUNTERPARTS

- This Agreement may be executed in counterparts. Delivery of a signed copy as a PDF email attachment shall be considered equivalent to the original document.

SIGNATURE

For Secure and Complete LLC:

For Client, _____

Print Name & Company Position

Print Name & Company Position

Signature

Signature

Date

Date

SCHEDULE A

SUPPORT AND MAINTENANCE SERVICES

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

- (a) Electronic or telephone support in order to help Client correct problems with S&C.

- (b) S&C will make its best efforts to resolve needed code corrections, bugs, software errors and malfunctions in order to bring S&C into substantial conformity with the operating specifications.
- (c) All extensions, enhancements, and other changes that S&C, at its sole discretion, makes or adds to S&C and which S&C furnishes, without charge, to all Subscribers of S&C.
- (d) Support and Maintenance Services do not include resolving issues related to the availability or downtime of the relevant jurisdiction's Cannabis Control Division's Traceability System or analogous state agency or system.
- (e) Support and Maintenance Services do not include resolving issues related to computer software, operating system, hardware, or peripherals (such as printers) or Client data entry mistakes.

SCHEDULE B

SERVICE LEVEL AGREEMENT

The SaaS Services will make its best efforts to keep key components of the SaaS Services operational at all times excluding downtime resulting from (a) maintenance, which S&C will attempt to limit to 12am-5am Eastern time, (b) events of Force Majeure's computing devices, local area networks, or internet service provider connections, or (e) inability to deliver services because of acts or omissions of Client.