

SUBSCRIPTION AND LICENSE AGREEMENT
for the
Prime Dash Suite
(Single Organization)

Parties: Prime Dash LLC (“Prime Dash”) And
 (“Subscriber”)

Recitals:

1. Prime Dash has developed and owns a proprietary and highly confidential management suite of software tools for use by a wide variety of commercial businesses, governmental entities, and other individuals and enterprises.
2. The Prime Dash Suite of reporting and analytic, and decision-making tools is available by yearly subscription for a single organization, payable in advance through an automatic payment process.
3. The Prime Dash Suite subscription service allows the Subscriber to manually input Subscriber’s own financial data for a single company (“Source Data”) directly into the Prime Dash system or into an electronic spreadsheet form provided by Prime Dash, or into any third-party spreadsheet program. The spreadsheet containing the Source Data can then be loaded by the Subscriber into Prime Dash for analysis by the Subscriber. The Prime Dash Suite then runs on your computer system using your data. The Subscriber is able to save both the loaded data and all reports on the Subscriber’s own system.
4. Subscriber wishes to obtain the right to subscribe to Prime Dash and to take advantage of its analytic tools.
5. Prime Dash is willing to provide Subscriber with a subscription and limited license to Prime Dash Suite under the following terms and conditions.

DISCLOSURES

1. Prime Dash is a closed information processing service that receives the Subscriber’s Source Data just as the Subscriber entered that data manually or into the Source Data entry form provided by Prime Dash. Prime Dash does not alter, modify, omit, or delete any of Subscriber’s Source Data. Subscriber is solely responsible for the accuracy and completeness of all of Subscriber’s Source Data. Prime Dash does not assume any responsibility for the accuracy or completeness of the Source Data used by the Subscriber to use the analytic tools available in Prime Dash.

2. Once the Source Data is entered into the Prime Dash Suite, the Subscriber is provided with a menu of choices, options, variables, and similar analytic tools that allows the Subscriber to process the Source Data. Prime Dash does not provide advice, consulting, recommendations, predictions, or decisions about Subscriber's choice of analytic tools or the decisions Subscriber chooses to make based on the illustrations that the Prime Dash Suite creates from the Subscriber's Source Data.
3. The parties understand and agree that the current version of Prime Dash Suite is currently a beta version that may be subject to subsequent modifications, improvements and upgrades from time to time.
4. IF YOU LIVE IN (OR YOUR PRINCIPAL PLACE OF BUSINESS IS IN) THE UNITED STATES, PLEASE READ THE BINDING ARBITRATION CLAUSE AND CLASS ACTION WAIVER IN SECTION 15. IT AFFECTS HOW DISPUTES ARE RESOLVED.

Terms:

1. **Your Privacy.** Your privacy is important to us. Your subscription to the Prime Dash Suite allows you to log in to your Prime Dash Suite account and to load your Source Data. Once the Source Data is loaded, the Prime Dash Suite runs the analysis tools you select, use your own data. Your Source Data remains in your local electronic storage device(s) at all times. Your Source Data used by Prime Dash is not saved, preserved, stored, copied or downloaded onto Prime Dash servers or storage devices. When you exit Prime Dash, all Source Data temporarily loaded into Prime Dash by you will be erased unless you save the results on your own system. Prime Dash does not sell, share publish or otherwise use your Source Data.

2. **Updates to the Services or Software, and Changes to These Terms.**

a. We may change these Terms at any time, and we'll tell you when we do. Using the Prime Dash Suite of services after the changes become effective means that you agree to the new terms. If you don't agree to the new terms, you must stop using the Prime Dash Suite and close your Prime Dash account. If the change in these Terms occurs during a year in which you have fully paid the subscription fee, you may continue to access your Prime Dash subscription for the remainder of the fully paid period.

b. Sometimes, you will need software updates to keep using the Prime Dash Suite. We reserve the right to automatically check your version of the software and download software updates or configuration changes. You may also be required to update the software to continue using your Prime Dash account. Such updates are subject to these Terms unless other terms accompany the updates, in which case, those other terms apply. Prime Dash is not obligated to make any specific updates or modifications but reserves the right to make such updates or modifications without your permission.

- a. If you comply with these Terms, Prime Dash grants you the right to install and use one copy of the Prime Dash Suite on your electronic devices that are capable of accessing your Prime Dash Account and your own Source Data. The Prime Dash Suite license covers one organization regardless of the number of users may be authorized by the Subscriber.
- b. The Prime Dash Suite is licensed, not sold, and Prime Dash reserves all rights to the software not expressly granted by Prime Dash, whether by implication, estoppel, or otherwise. This license does not give you any right to, and you agree not to:
 - i. circumvent or bypass any technological protection measures in or relating to the software or Services;
 - ii. disassemble, decompile, decrypt, hack, emulate, exploit, or reverse engineer any software or other aspect of the Prime Dash Suite that is included in or accessible through your account.
 - iii. separate components of the Prime Dash Suite for use on different devices not owned by your organization;
 - iv. publish, copy, rent, lease, sell, export, import, distribute, or lend the Prime Dash Suite unless Prime Dash specifically authorizes you to do so in writing, after full disclosure of the intended additional use;
 - v. transfer or download the Prime Dash Suite, including any licenses, or any rights to access or use the Prime Dash Suite to any other person or organization. You have sole control over the access allowed to your Prime Dash Suite subscription for your own single organization.

3. Payment Terms. If you purchase a Prime Dash Suite subscription, then these payment terms apply to your purchase and you agree to them.

- a. **Charges.** The Prime Dash Suite is only available as a prepaid annual subscription. You agree to provide Prime Dash with a valid payment method for the organization that will use the Prime Dash Suite. You will preauthorize the annual subscription fee and future automatic renewals. Your subscription does not include any applicable taxes and currency exchange settlements, unless stated otherwise. You are solely responsible for paying such taxes or other charges associated with your subscription. We may suspend or cancel your Prime Dash Suite subscription if we do not receive an on time, full payment from you. Suspension or cancellation of your subscription to the Prime Dash Suite non-payment could result in a loss of access to and use of your account and its content. Connecting to the Internet via a corporate or other private network which masks your location may cause charges to be different from those displayed for your actual location.
- b. **Your Billing Account.** To pay the charges for the Prime Dash Suite, you will be asked to provide a payment method at the time you sign up for that Service. You can access and change your billing information and payment method on the Prime Dash account management section of your subscription.

c. You agree to permit Prime Dash to use any updated account information regarding your selected payment method provided by your issuing bank or the applicable payment network. You agree to promptly update your account and other information, including your email address and payment method details, so we can complete your subscription renewals and contact you as needed in connection with your transactions. Changes made to your billing account will not affect charges we submit to your billing account before we could reasonably act on your changes to your billing account.

d. **Billing.** By providing Prime Dash with a payment method, you (i) represent that you are authorized to use the payment method that you provided and that any payment information you provide is true and accurate; (ii) authorize Prime Dash to charge you for the Prime Dash Suite subscription that you agreed to pay for; and (iii) authorize Prime Dash to charge you for any paid feature of the Prime Dash Suite that you choose to sign up for or use while these Terms are in force.

e. **Recurring Payments.** When you purchase the Prime Dash Suite subscription, you acknowledge and agree that you are authorizing recurring payment, and payments shall be made annually to Prime Dash by the method you have chosen. By authorizing recurring payments, you are authorizing Prime Dash to process such payments as electronic drafts from your designated account (in the case of Automated Clearing House or similar payments), or as charges to your designated account (in the case of credit card or similar payments) (collectively, "**Electronic Payments**"). Subscription fees are always due and payable in full in advance of the applicable subscription period. If any payment is returned unpaid or if any credit card or similar transaction is rejected or denied, Prime Dash reserves the right to collect any applicable return item, rejection or insufficient funds fee and to process any such payment as an Electronic Payment.

f. **Automatic Renewal.** Provided that automatic renewals are allowed in your state, you may choose for your Prime Dash subscription to automatically renew at the end of a fixed service period. We will remind you by email before that your subscription will renew for a new term, and we agree to notify you of any price changes. Once we have reminded you that you elected to automatically renew your Prime Dash Suite subscription, we may automatically renew your Prime Dash Suite subscription at the end of the current service period and charge you the then current price for the renewal term, unless you have chosen to cancel your Prime Dash Suite subscription as described below. We will also remind you that we will bill your chosen payment method for your Prime Dash Suite subscription renewal, whether it was on file on the renewal date or provided later. We will also provide you with instructions on how you may cancel your Prime Dash Suite subscription. You must cancel your Prime Dash Suite subscription before the renewal date to avoid being billed for the renewal.

g. Refund Policy.

Prime Dash offers to Subscriber a 15-day free trial to use the Prime Dash Suite without incurring any charges. If Subscriber decides to purchase the Prime Dash Suite, then unless, and otherwise provided by law or by a particular Prime Dash Suite subscription, your subscription fees are **fully earned, final, and non-refundable**. Subscriber will not

be entitled to any refund for any reason stated or unstated once Subscriber purchases a Prime Dash Suite License.

h. Canceling the Services. You may cancel your Prime Dash Suite subscription at any time, with or without cause. To cancel your Prime Dash Suite subscription and request a refund, if you are entitled to one, visit the Prime Dash Account Management section of your subscription.

i. Trial-Period Offers. If you are taking part of a trial-period offer, you must cancel the trial subscription by the end of the trial period to avoid incurring new charges, unless we notify you otherwise. If you do not cancel the trial Service(s) by the end of the trial period, we may charge you for the full annual cost of your Prime Dash Suite subscription. If your initial subscription includes a free trial, then you must purchase Prime Dash before the trial subscription is over to continue using Prime Dash. Failure to purchase a subscription may result in the cancellation of your access to Prime Dash Suite and loss of your data already added into the Prime Dash system.

j. Price Changes. We may change the price of a Prime Dash Suite subscription at any time. If you have a recurring purchase by Electronic Payment, we will notify you by email at least 15 days before the price change. If you do not agree to the price change, you must cancel and stop using your Prime Dash Suite subscription before the price change takes effect. If there is a fixed term and price for your Service offer, that price will remain in force for the fixed term.

4. Choice of Law and Place to Resolve Disputes. If you *live* in (or, if a business, your principal place of business is in) the United States, the laws of the state where you *live* govern all claims, regardless of conflict of laws principles, except that the Federal Arbitration Act governs all provisions relating to arbitration. You and we irrevocably consent to the exclusive jurisdiction and venue of the state or federal courts in Maricopa County, Arizona, for all disputes arising out of or relating to these Terms or your Prime Dash Suite subscription that are heard in court (excluding arbitration and small claims court).

5. IMPORTANT WARRANTY INFORMATION: PRIME DASH AND OUR AFFILIATES (INCLUDING ANY RESELLERS, DISTRIBUTORS, AND VENDORS) MAKE NO WARRANTIES, EXPRESS OR IMPLIED, GUARANTEES, OR CONDITIONS WITH RESPECT TO YOUR USE OF YOUR PRIME DASH SUBSCRIPTION. YOU UNDERSTAND THAT USE OF YOUR PRIME DASH SUBSCRIPTION IS AT YOUR OWN RISK AND THAT WE PROVIDE THE OPERATION OF YOUR PRIME DASH SUBSCRIPTION ON AN "AS IS" BASIS "WITH ALL FAULTS" AND "AS AVAILABLE." YOU BEAR THE ENTIRE RISK OF USING YOUR PRIME DASH SUBSCRIPTION. PRIME DASH DOESN'T GUARANTEE THE ACCURACY OR TIMELINESS OF INFORMATION AVAILABLE FROM YOUR PRIME DASH SUBSCRIPTION. TO THE EXTENT PERMITTED UNDER YOUR LOCAL LAW, WE EXCLUDE ANY IMPLIED WARRANTIES, INCLUDING FOR MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, WORKMANLIKE EFFORT, AND NON-INFRINGEMENT. YOU MAY HAVE CERTAIN RIGHTS UNDER YOUR LOCAL LAW. NOTHING IN THESE

TERMS IS INTENDED TO AFFECT THOSE RIGHTS, IF THEY ARE APPLICABLE. YOU ACKNOWLEDGE THAT COMPUTER AND TELECOMMUNICATIONS SYSTEMS ARE NOT FAULT-FREE AND OCCASIONAL PERIODS OF DOWNTIME OCCUR. WE DO NOT GUARANTEE THE SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE OR THAT CONTENT LOSS WON'T OCCUR, NOR DO WE GUARANTEE ANY CONNECTION TO OR TRANSMISSION FROM THE COMPUTER NETWORKS USED BY YOU TO ACCESS YOUR PRIME DASH SUBSCRIPTION.

6. LIMITATION OF LIABILITY. IF YOU HAVE ANY BASIS FOR RECOVERING DAMAGES (INCLUDING BREACH OF THESE TERMS), YOU AGREE THAT YOUR EXCLUSIVE REMEDY IS TO RECOVER, FROM PRIME DASH OR ANY AFFILIATES, RESELLERS, DISTRIBUTORS, THIRD-PARTY VENDORS, AND ANY SERVICE PROVIDERS, AND VENDORS, DIRECT DAMAGES UP TO AN AMOUNT EQUAL TO YOUR SERVICES FEE FOR THE MONTH DURING WHICH THE BREACH OCCURRED. YOU UNDERSTAND AND AGREE THAT YOU CANNOT RECOVER ANY OTHER DAMAGES OR LOSSES, INCLUDING DIRECT, CONSEQUENTIAL, LOST PROFITS, SPECIAL, INDIRECT, INCIDENTAL, OR PUNITIVE DAMAGES. These limitations and exclusions apply even if this remedy doesn't fully compensate you for any losses or fails of its essential purpose or if we knew or should have known about the possibility of the damages. To the maximum extent permitted by law, these limitations and exclusions apply to anything or any claims related to these Terms, the Services, or the software related to your Prime Dash Suite subscription.

7. Binding Arbitration and Class Action Waiver: If you or your company or organization does business in the United States, you agree in the event of that any dispute, you and we agree to try for 60 days to resolve it informally. If we can't resolve the dispute, you and we agree to binding individual arbitration before the American Arbitration Association ("AAA") under the Federal Arbitration Act ("FAA"), and not to sue in court in front of a judge or jury. Instead, a neutral arbitrator will decide and the arbitrator's decision will be final except for a limited right of review under the FAA. **Class action lawsuits, class-wide arbitrations, private attorney-general actions, and any other proceeding where someone acts in a representative capacity aren't allowed. Nor is combining individual proceedings without the consent of all parties.** "We," "our," and "us" includes Prime Dash and its employees, agents, affiliates and sales representatives.

8. Disputes Covered-Everything Except IP. You understand and agree that the term "dispute" will be defined as broadly as possible. You understand and agree that "dispute" includes any claim or controversy between you and us concerning your Prime Dash Suite subscription, the software related to your Prime Dash Suite subscription. or your subscription account or these Terms, under any legal theory including contract, warranty, tort, statute, or regulation, **except disputes relating to the enforcement or validity of your, your licensors', our, or our licensors' intellectual property rights.**

9. Required Notice of Dispute: If you have a dispute and Prime Dash or its designated

Representatives can't resolve it, you agree to send a Notice of Dispute by First Class U.S. Mail to Prime Dash at the following address: **1846 E. Innovation Park Dr. STE 100 - Oro Valley, AZ 85755.**

In any communication with us, please provide your name, address, how to contact you, what the problem is, and what you want. We'll do the same if we have a dispute with you. After 60 days, you or we may start an arbitration if the dispute is unresolved.

10. **Miscellaneous.**

- a. We may assign your Prime Dash Suite subscription, including these Terms, in whole or in part, at any time without notice to you.
- b. You may not assign your rights or obligations under these Terms or transfer any rights to use your Prime Dash Suite subscription for more than one company or organization. Additional licenses and subscription rights are available for a separate fee.
- c. This is the entire agreement between you and Prime Dash for your Prime Dash Suite subscription. It supersedes any prior agreements between you and Prime Dash regarding your Prime Dash Suite subscription. No oral representations, promises or demonstrations shall be admissible to vary the terms and conditions of this subscription agreement.
- d. All parts of these Terms apply to the maximum extent permitted by relevant law. If a court or arbitrator holds that we can't enforce a part of these Terms as written, we may replace those terms with similar terms to the extent enforceable under the relevant law, but the rest of these Terms won't change. These Terms are solely for your and our benefit; they aren't for the benefit of any other person, except for our successors and/or assigns.

11. Unsolicited Ideas. Prime Dash does not consider or accept unsolicited proposals or ideas, including without limitation ideas for new products, improvements for existing products, technologies, promotions, product names, product feedback (except as specifically requested by Prime Dash during a survey or testing period) and product improvements ("**Unsolicited Feedback**"). If you send any Unsolicited Feedback to Prime Dash through your Prime Dash Suite subscription, or otherwise, you acknowledge and agree that Prime Dash shall not be under any obligation of confidentiality with respect to the Unsolicited Feedback, and in no event shall you be entitled to claim ownership or claim payment for any Unsolicited Idea you may submit.

12. Financial notice. The Prime Dash Suite is a business planning tool that is solely for the intended use by the subscription holder for internal analysis. Prime Dash is not a broker/dealer or registered investment advisor under United States federal securities law or securities laws of other jurisdictions. The Prime Dash Suite is not intended to provide advice or recommendations about a particular course of action or strategic decisions made by the Subscriber. The Prime Dash Suite is intended to provide illustrative demonstrations, using real or hypothetical assumptions and data chosen solely by the Subscriber. Prime Dash does not control or have the right to control the use to which the Subscriber may apply the Prime Dash Suite tools. You agree not to use the Prime Dash Suite to make presentations to individuals as to the advisability of investing in, purchasing or selling investments, securities or other financial products or services.

Nothing contained in the Prime Dash Suite subscription includes an offer or solicitation to buy or sell any security or regulated investment. No illustration, diagram, chart or other illustration generated by the Prime Dash Suite is intended to be professional advice, including but not limited to, investment or tax advice. No illustration, diagram, chart or other illustration generated by the Prime Dash Suite is intended to be a guarantee that the projected results of any hypothetical assumptions chosen by the Subscriber will be achievable or commercially reasonable. The Subscriber assumes all risks associated with implementing business decisions based on illustrations designed and implemented by the Subscriber using the Prime Dash Suite.

13. Support Services: Contact Prime Dash to determine if any support services are available. Prime Dash, your hardware manufacturer and your wireless carrier (unless one of them is the application publisher) are not responsible for providing support services for the application.

14. ANY VERSION DISCLAIMER: Prime Dash has made every reasonable effort to provide you with a fully operational version of the Prime Dash Suite that is believed to be free from bugs or defects. If you encounter what you believe to be a bug or improper performance issue, please notify Prime Dash immediately. Prime Dash has other modules and performance improvements under development but not yet implemented and will be available progressively at the discretion of Prime Dash.

AFFIRMATION: The undersigned Subscriber agrees that this entire License Agreement has been reviewed, understood, and accepted on behalf of the person and/or organization identified as Subscriber. The undersigned agrees that the Terms and other conditions of this License Agreement are binding upon the employees, agents, assigns, and independent contractors related to or associated with the Subscriber, and that no term or condition of this License Agreement may be modified, changed or eliminated without the express written consent of Prime Dash.