CLIENT SERVICES AGREEMENT

These terms and conditions (referred to hereinafter as the “Client Services Agreement” or “Agreement”) are incorporated into each service order (“Service Order”) mutually executed by LashBack, LLC, located at 1017 Olive Street, 4th Floor, St. Louis, MO 63101 (“LashBack”) and Customer and are incorporated as though fully set forth therein. The Effective Date of this Agreement shall be the earliest date any Service Order has been fully executed by Customer and LashBack.

1 Scope of Services

1.1 LashBack shall provide the services (“Services”) described in each Service Order.

1.2 Each Service Order shall be governed by the terms and conditions of this Agreement, and in the event of conflicting provisions, the provisions of the Service Order shall prevail.

2 Pricing and Payment

2.1 LashBack shall provide the Services to Customer at the pricing and upon the terms set forth in the Service Orders. All payments are due in full and in U.S. dollars, and the Customer shall be responsible for the payment of any wire or bank fees associated with payments made by Customer.

2.2 Unless invoiced as a separate line item, the fees to be paid hereunder do not include any value-added tax, business tax or any other indirect and direct taxes or levies resulting from this Agreement. Excluding taxes related to LashBack’s income and assets, Customer is responsible for paying all taxes to the appropriate tax authorities or for reimbursing LashBack for any such taxes or levies incurred.

2.3 For invoices paid late, LashBack may charge Customer a late fee at the rate of one and one-half percent (1.5%) per month against overdue amounts or at the maximum rate permitted by law, whichever is less. Customer shall be liable for all collection costs, including reasonable legal fees, incurred in enforcing this Agreement.

2.4 Any services requested by Customer that fall outside the scope explicitly set forth in a Service Order, including without limitation support for litigation or other legal action Customer is subject to, shall be governed by a separate Service Order acceptable to LashBack and Customer. Any Service Order providing for litigation support shall include Customer reimbursement of all reasonable expenses incurred by LashBack, including without limitation attorney fees and hourly fees for LashBack personnel preparing information or documentation requested by Customer.

3 Confidential Information and Proprietary Rights

3.1 “Confidential Information” means all trade secrets, know-how, business and financial information, and other proprietary information or data disclosed to one party by the other, or incorporated in materials or products provided to one party by the other.

3.2 Neither party shall have any obligation of confidentiality under this Agreement for information that is: (i) within or enters the public domain through no fault of the receiving party; (ii) rightfully obtained from a third party that does not have any obligation of confidentiality thereon; (iii) already known by the receiving party at the time of receipt and the information is not subject to another obligation to maintain its confidentiality, or (iv) independently developed by the receiving party without the use of or reference to any Confidential Information. Customer acknowledges that LashBack maintains a large database that may, now or in the future, include independently developed information regarding Customer; nothing in this Agreement shall prevent, limit, restrict, preclude or otherwise affect LashBack’s ability to continue using and developing this information, provided that in doing so LashBack complies with the obligations of this Agreement. Neither party shall be liable for the disclosure of Confidential Information that is required by a court or a government agency, provided that notice is promptly given to the party whose Confidential Information is to be disclosed so that such party may seek a protective order or otherwise restrict the required disclosure. The parties shall cooperate reasonably in seeking such protective order and in restricting the required disclosure.

3.3 Neither party shall, in whole or in part, sell or disclose Confidential Information to any third party or copy, reproduce or distribute Confidential Information except as permitted in this Agreement. Each party shall take reasonable precautions to prevent the theft, disclosure, and the unauthorized copying, reproduction or distribution of Confidential Information.

3.4 Each party shall restrict access to the other party’s Confidential Information to those personnel who (i) require access in the course of their assigned duties and responsibilities and (ii) have agreed in writing to be bound by provisions no less restrictive than those set forth herein.

3.5 Each party acknowledges that unauthorized disclosure or use of Confidential Information may cause the other party irreparable injury and that such party shall be entitled to, in addition to any other remedies available at law or in equity, temporary, preliminary, and permanent injunctive relief in the event that the other party does not fulfill its obligations under this Agreement.

3.6 LashBack retains all intellectual property rights in the processes, algorithms, software and other proprietary tools used in the performance of the Services. Customer agrees to use the Services solely for compliance and analytical purposes. Customer agrees that it shall not reverse engineer, disassemble, decompile, distribute, transfer, reproduce, or grant third parties access to the Services. Customer acknowledges that the Services will expose Customer to intellectual property belonging to third parties, including, without limitation, content protected by copyright, and Customer agrees that it shall not use the Services or any information obtained therefrom to violate, or, directly or indirectly, assist any third party in violating, the intellectual property rights of a third party. In order for Customer to use the Services, LashBack will provide end-user credentials (the “User Accounts”), granting Customer access to the Services. The Customer shall limit the distribution of such User Accounts exclusively to Customer’s employees and shall not permit any third party access to the User Accounts or the Services, unless
agreed to in writing in advance by LashBack. Customer is responsible for all use of its User Accounts and is solely responsible for maintaining the security of such User Accounts. In the event that the Customer allows a third party to access the Services in an unauthorized manner, the Customer shall be responsible for any damages suffered by LashBack as a result of such unauthorized access, including as a result of any claims brought by a third party against LashBack.

3.7 LashBack endeavors to remove all personally identifiable information from the Services made available to Customer. Customer agrees not to use, or attempt to use, any personally identifiable information gained through its use of the Services. In the event Customer receives personally identifiable information via the Services, Customer agrees to provide LashBack with prompt written notice thereof.

3.8 Unless otherwise expressly agreed to in writing by the parties, all Customer’s suggestions, solutions, improvements, corrections, and other contributions related to the Service (“Customer Suggestions”) are freely offered to LashBack without any claim to ownership or confidentiality by Customer or any obligation for implementation by LashBack. In the event that LashBack implements a Customer Suggestion, such implementation shall be owned by LashBack and nothing in this Agreement or the Service Orders shall preclude LashBack from implementing and using the know-how, techniques, or procedures acquired by LashBack during the performance of the Services.

3.9 Each party shall seek the other party’s prior written approval for all written material published by such party that uses the other party’s name or logo.

4 Warranties

4.1 LashBack warrants that it has the right to enter into this Agreement and that it shall perform the Services in a workmanlike and professional manner. Any third party used by LashBack in delivering the Services hereunder (each a “Consultant”) shall enter into written agreements no less restrictive than this Agreement. For purposes of this Agreement, all references to LashBack or its personnel shall be deemed to include such Consultants.

4.2 EXCEPT AS OTHERWISE STATED IN THIS AGREEMENT, LASHBACK MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED INCLUDING EXPRESS OR IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, THE COMPLETENESS OF ITS DATA OR SERVICES, ANY ERRORS OR OMISSIONS, OR NONINFRINGEMENT. IN PROVIDING THE SERVICES TO CUSTOMER, LASHBACK IS NOT PROVIDING LEGAL ADVICE AND ANY LEGAL INFORMATION ASSOCIATED WITH THE SERVICES SHOULD BE EVALUATED BY CUSTOMER’S LEGAL COUNSEL.

5 Indemnification and Limitation of Liability

5.1 Customer shall, defend, indemnify and hold harmless LashBack, its employees, consultants, officers, equity holders, agents and representatives, from and against all liabilities, claims, damages, or losses, and related expenses and costs including reasonable attorneys’ fees and court costs, to the extent that such liability arises from, or is related to, the Services provided under this Agreement or the negligence, act or omission of Customer, or any of its agents or representatives, including, but not limited to, all users of User Accounts provided to Customer.

5.2 IN NO EVENT SHALL LASHBACK BE LIABLE ON ANY THEORY OF LIABILITY, WHETHER IN AN EQUITABLE, LEGAL, OR COMMON LAW ACTION ARISING HEREUNDER FOR CONTRACT, STRICT LIABILITY. INDEMNITY. TORT (INCLUDING NEGLIGENCE). OR OTHERWISE, FOR DAMAGES WHICH, IN THE AGGREGATE, EXCEED THE AMOUNT OF FEES PAID BY CUSTOMER FOR THE SERVICES DURING THE TWELVE (12) MONTH PERIOD PRIOR TO THE CLAIM WHICH GAVE RISE TO SUCH DAMAGES AND NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY REMEDY.

5.3 IN NO EVENT SHALL LASHBACK BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT, EXEMPLARY, PUNITIVE, OR CONSEQUENTIAL DAMAGES OF ANY KIND AND HOWEVER CAUSED, INCLUDING BUT NOT LIMITED TO BUSINESS INTERRUPTION OR LOSS OF PROFITS, BUSINESS OPPORTUNITIES, OR GOOD WILL EVEN IF NOTIFIED OF THE POSSIBILITY OF SUCH DAMAGE, AND NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY REMEDY.

6 Term and Termination

6.1 This Agreement shall remain in effect so long as at least one Service Order remains in effect. Upon the expiration or termination of all Service Orders, this Agreement may be terminated by either party upon written notice.

6.2 Each Service Order hereunder may be terminated prior to expiration or completion in accordance with the following:

6.2.1 By LashBack if Customer (i) fails to make timely payments due hereunder; or (ii) files a petition for bankruptcy or insolvency, has an involuntary petition filed against it, commences an action providing for relief under bankruptcy laws, files for the appointment of a receiver, or is adjudicated a bankrupt concern.

6.2.2 By either party in the event the other has failed to perform any obligation required to be performed under this Agreement (including without limitation any applicable Service Order) and such failure is not corrected within thirty (30) days from receipt of written notice from the other party advising of such failure.

6.3 Upon termination of any Service Order, Customer shall pay LashBack for all Services up to the time of termination, including any required notice provision.

6.4 Upon termination or expiration of this Agreement or any Service Order, each party shall destroy or deliver to the other all copies of all applicable Confidential Information of the other party.

7 General Terms and Conditions

7.1 Independent Contractor. LashBack is an independent contractor and nothing in this Agreement shall be deemed to make LashBack an agent, employee, partner or joint venturer of Customer.

7.2 Assignment. This Agreement may be assigned by either party upon written notice to the other party.
7.3 **Survival.** The provisions set forth in sections 1.2, 2, 3, 4.2, 5, 6 and 7 of this Agreement shall survive termination or expiration of this Agreement.

7.4 **Notices.** Notice required under this Agreement shall be given in writing and shall be deemed effective upon delivery. If notice is sent electronically by Customer, it shall be deemed effective when receipt is confirmed by LashBack. Notices to Customer shall be sent to the executive contact specified on Exhibit A or to such other person and address as Customer may designate in writing. Notices to LashBack shall be sent to the attention of the Chief Executive Officer at the address specified on the first page of this Agreement, and electronic notices to LashBack shall be sent to notice@lashback.com.

7.5 **Force Majeure.** LashBack shall not be liable to Customer for any delay or failure of LashBack to perform its obligations hereunder if such delay or failure arises from any cause or causes beyond the reasonable control of LashBack. Such causes shall include, but are not limited to, acts of God, acts of nature or the elements, fires, terrorism, loss of electricity or other utilities, or delays by Customer in providing any resources or support required hereunder.

7.6 **Reservation of Rights.** LashBack reserves all rights not specifically granted herein.

7.7 **Entire Agreement.** This Agreement and its Service Orders constitute the entire agreement between the parties regarding the subject matter hereof and supersede all proposals, prior discussions and writings between the parties with respect thereto. The terms and conditions of any purchase order or other instrument issued by Customer in connection with this Agreement which are in addition to or inconsistent with the terms and conditions of this Agreement shall not be binding on LashBack.

7.8 **Modifications.** This Agreement may only be modified or amended by the written Agreement of LashBack and the Customer.

7.9 **Headings.** Headings are for reference purposes only, have no substantive effect, and shall not enter into the interpretation hereof.

7.10 **No Waiver.** No failure or delay in enforcing any right or exercising any remedy will be deemed a waiver of any right or remedy.

7.11 **Severability and Reformation.** If any portion of this Agreement is determined to be or becomes unenforceable or illegal, such portion shall be reformed to the minimum extent necessary in order for this Agreement to remain in effect in accordance with its terms as modified by such reformation.

7.12 **Choice of Law & Dispute Resolution.** This Agreement shall be governed and interpreted by the laws of the state of Missouri without regard to its conflicts of law provisions. Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be settled by arbitration administered by the American Arbitration Association under its Commercial Arbitration Rules. The place of arbitration shall be St. Louis, Missouri. Judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.