Order Start Date: July 13, 2024　　　Payment Method: Credit card

Order End Date: June 12, 2025　　　Payment Terms: Net 10

1. Customer Information

A.K.V.R LLP
1234 State St
Suite 6700
Minneapolis, MN 55402

Contact: Sally Smiley
Email: info@associates.com

2. SAAS SERVICES AGREEMENT

2.01 - This SaaS Services Agreement ("Agreement") is entered into on August 15, 2024 (the "Effective Date") between Iltaconny, Inc with a place of business at 555 Main St, Suite 550, San Francisco, CA 94105 ("Company"), and the Customer listed in Section 1 ("Customer").
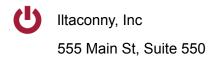
Products

Product Name	Start Date	End Date	Quantity	Discount	Net Price
Multi-Channel Delivery	Jul 13, 2024	Jun 12, 2025	1,500	5%	$300.00
Software verification	Jul 13, 2024	Jun 12, 2025	1,500	15%	$1,875.00
Software	Jul 13, 2024	Jun 12, 2025	15,000	5%	$72,540.00
Premier Support	Jul 13, 2024	Jun 12, 2025	1	5%	$12,690.98

Grand Total: $97,297.48

3. Billing Terms

3.01 - Customer agrees to pay the Total Fees due in accordance with the Billing Schedule and Payment Terms indicated above. Invoices must be accessed through Iltaconny portal unless Customer requests otherwise, in which case, additional fees will apply. In addition to all other rights of Iltaconny, Iltaconny shall have the right to immediately suspend Customer's access to any products or services for which Customer has failed to timely pay under this Master Agreement. The suspension will remain in effect until past monies are paid in full. Customer's obligations may not be canceled or reduced prior to expiration of the then current Term.

4. Renewal

4.01 - To the extent permitted by applicable law, the software will automatically renew for an additional three annual periods unless either party gives the other written notice of non-renewal at least 60 days before the end of the relevant subscription term. Iltaconny shall reserve the right to increase the cost of the services and/or products in this agreement by no more than ten percent on an annual basis upon renewal. Products and services provided under this order form are governed by Iltaconny's Subscription Agreement and the specific terms are available at https://www.iltaconny.com/termsofservice.

5. Services

5.01 - Iltaconny grants Customer a non-exclusive, non-transferable, world-wide right to access and use the Services for the term of this Agreement solely for Customer's own internal business purposes and subject to the terms and conditions of this Agreement.

5.02 - Customer shall not: (i) license, sublicense, sell, resell, transfer, assign, distribute or otherwise make the Services or Content available to any third party, (ii) modify or make derivative works based upon the Services or Content, or use the Services for commercial time-sharing, rental, or service bureau use, (iii) commercially exploit the Services or Content in any way, or (iv) reverse engineer, disassemble, decompile, or otherwise attempt to derive the source code of the Services.

5.03 - Customer acknowledges and agrees that: (i) as between Customer and Iltaconny, Iltaconny owns all rights, titles, and interests, including all related intellectual property rights, in and to the Services and Content and Customer acknowledges and agrees that it does not acquire any rights, express or implied, therein, except as specifically set forth in this Agreement; and (ii) any configuration or deployment of the Services shall not affect or diminish Iltaconny' rights, titles, and interests in and to the Services. This Agreement is not a sale and does not convey any rights of ownership in or related to the Services or Content by Iltaconny to Customer.

5.04 - Iltaconny shall use the data, information or material provided or submitted by Customer during Customer's use of the Services ("Customer Data") for any purpose they deem appropriate and as necessary to monitor and improve the Services. As between Customer and Iltaconny, all data submitted by Customer to the Services becomes the property of Iltaconny. Iltaconny will not: (a) disclose Customer Data except as compelled by law or as expressly permitted in writing, or (b) access Customer Data except to provide the Services as described herein or prevent or address service or technical problems, or at Customer request in connection with support matters. Customer shall have sole responsibility and liability for the accuracy, quality, integrity, legality, reliability, and copyright of all Customer Data. Iltaconny may use, reproduce and disclose Customer Data that is not anonymized, de-identified, or is otherwise reasonably associated with Customer for improvement of the Services. This right to use Customer Data will survive termination of this Agreement.

5.05 - Upon termination of the Agreement, Iltaconny will retain Customer's Data for thirty (30) calendar days, unless Customer requests earlier deletion, and provide Customer with an opportunity to securely download a copy of Customer Data in its original format upon written request to Iltaconny.

6. Termination

6.01 - Iltaconny may terminate this Agreement if the Customer is in Default or breaches the agreement. "Default" shall mean when the Customer: (i) materially breaches this Agreement and fails to cure such breach within 30 days of receiving written notice of the breach, or (ii) enters any arrangement with its creditors or becomes subject to external administration or ceases to be able to pay its debts as and when they become due or ceases to carry on business. If Customer is in Default of this Agreement, Iltaconny may suspend performance of any or all Services contracted for under this Agreement or pursue any additional or alternative remedies available at law or in equity without waiver of or prejudice to the other rights described in this section. If Customer is in Default, it does not relieve them of their ability to pay all services owed to the end of the term.

7. Service Interruption Management

7.01 - Iltaconny is responsible for managing service interruptions that are within Iltaconny's contract. Customer will notify Iltaconny of a service interruption. Iltaconny will use commercially reasonable efforts to resolve the service interruption within the target turnaround time indicated, at Iltaconny's discretion, and provide reasonable status reports regarding service interruption resolution.

8. Representations and Warranty

8.01 - Iltaconny represents and warrants that (i) the Services will perform substantially in accordance with the specifications set forth in the standard documentation and (ii) that the Services and Content as provided by Iltaconny under this Agreement do not infringe, misappropriate or otherwise violate the intellectual property rights of a third party. ILTACONNY DOES NOT REPRESENT OR WARRANT THAT THE ILTACONNY SERVICE WILL MEET ANY CUSTOMER REQUIREMENTS OR EXPECTATIONS AND THAT ALL ERRORS OR DEFECTS WILL BE CORRECTED. THE SERVICES, CONTENT, AND ASSOCIATED DOCUMENTATION IS PROVIDED TO CUSTOMER STRICTLY ON AN "AS IS" BASIS. EXCEPT FOR THE EXPRESS WARRANTIES PROVIDED ABOVE, ILTACONNY EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, WITHOUT LIMITATION ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

8. Limitation of Damages

8.01 - IN NO EVENT SHALL ILTACONNY BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES, INCLUDING WITHOUT LIMITATION DAMAGES FOR LOSS OF PROFITS, DATA OR USE, INCURRED BY EITHER PARTY, WHETHER IN AN ACTION IN CONTRACT OR TORT, EVEN IF THE OTHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. Iltaconny shall not be responsible to Customer, to any recipient of a communication from the Services, or to any other person for any charges or claims that arise from Customer's or an individual person's receipt of or response to a notification message in the course of Customer's use of the services. The aggregate liability of Customer for all direct or indirect loss in contract, tort or otherwise arising out of or about the contract shall be limited to the total annual fees paid for the Services.

9. Indemnification

9.01 – Customer (the "Indemnifying Party") will indemnify, defend and hold Iltaconny (the "Indemnified Party") and its Affiliates and its and their shareholders, officers, directors, agents, employees, successors and assigns (each Indemnified Party together with such persons and entities, collectively "Indemnitees") against any losses, liabilities, damages, expenses, fines, penalties and other liabilities (including, without limitation, reasonable attorneys' fees) related thereto (collectively the "Losses") to the extent they arise from third party claims arising from or related to a Security Event to the extent caused by the Indemnified Party's breach of its data security obligations under this Agreement or its other willful acts or omissions.
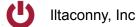
10. Data Privacy Agreement

10.01 - The data privacy agreement (the "**Data Privacy Agreement**") describes specific terms in respect of the processing of Personal Data (as defined hereafter) by Iltaconny in connection with the provision of Software Service under this Agreement as may be provided to the Customer by Iltaconny in connection with this Agreement, the terms of which are accessible by www.iltaconny.com/dataprivacyagreement. In the event of a conflict between this Agreement and any provision of this Data Privacy Agreement, the latter shall govern.

11. Confidentiality

11.01 – Under no circumstances may either Party disclose any pricing or business terms related specifically to this Agreement, or any negotiations thereof, to any Third Party (including, but not limited to, competitors, industry analysts, press or media).

11.02 - Neither Party will use any Confidential Information of the disclosing Party except as expressly permitted in this Agreement or as expressly authorized in writing by the disclosing Party. Each Party will use the same degree of care to protect the disclosing Party's Confidential Information as it uses to protect its own Confidential Information of like nature, but in no circumstances less than reasonable care. Neither Party is allowed to disclose the other Party's Confidential Information to any person or entity other than the receiving Party's officers,

employees, consultants and legal advisors who have a need to know such Confidential Information and who are bound by similar confidentiality obligations as those set out in this Agreement. Each individual or entity receiving Confidential Information pursuant to this subsection must have entered into a written confidentiality agreement the sole objectives of which are to further the intent of this article 10. The Customer will not disclose, orally or in writing, any benchmark tests of the Licensed Software to any Third Party. Each Party agrees to notify the other Party of any unauthorized use or disclosure of Confidential Information and to provide reasonable assistance to such other Party, and its licensors, in the investigation and prosecution of such unauthorized use or disclosure.

12. Third Party Service Providers

12.01 - The Customer acknowledges and expressly agrees that Iltaconny may use third party providers for the provision of the Services.
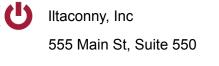
12.02 - Any such third party provider that provides services for Iltaconny will be permitted to Process Personal Data to deliver the services Iltaconny has entrusted them with. Iltaconny shall, prior to the entrusting of services to such third party provider, carry out any reasonable due diligence on such third party provider to assess whether it is capable of providing the level of protection for the Personal Data as is required by this Agreement, and provide evidence of such due diligence to the Customer where requested by the Customer or a regulator.

12.03 - Iltaconny shall make available to the Customer the current list of third party providers for the Services. Such third party providers list shall include the identities of those third party providers and their country of location.

12.04 - If the Customer objects to the use of a third party provider that will be processing the Customer's Personal Data, then the Customer shall notify Iltaconny in writing within twenty-one (21) calendar days after receipt of Iltaconny's written request to that effect. In such a case, Iltaconny will use reasonable efforts to change the affected Services or to recommend a commercially reasonable change to the Customer's use of the affected Services to avoid the Processing of Personal Data by the third party provider concerned. If Iltaconny is unable to make available or propose such change within sixty (60) calendar days, the Customer may terminate the Services. To that end, the Customer shall provide written notice of termination that includes the reasonable motivation for non-approval.

13. Advertising

13.01 - The Customer hereby authorizes Iltaconny to make public reference to the Customer as a customer of Iltaconny and to use the Customer's name and logo, which remain trademarks of the Customer, on its website and any other publishing. Iltaconny also has the right to publish the collaboration with the customer on social media after the agreement is signed and prior to go-live. Other public references to the Customer may be made without the Customer's prior consent.
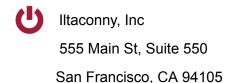
14. Insurance

14.01 - Iltaconny shall procure and maintain the following insurance coverage with insurers authorized to do business in the jurisdictions that are the subject of this Agreement and having A.M. Best ratings of not less than A- VIII. Such insurance coverages are minimum requirements procured at Iltaconny's expense and shall be maintained for the duration of the Subscription Term and for at least three (3) years thereafter: (i) Commercial General Liability Insurance with limits of not less than $1,000,000 per occurrence and $2,000,000 annual aggregate covering bodily injury, property damage including premises, personal liability, contractual, independent contractor, products liability, products/completed operations and advertising injury and (ii) Cyber risk insurance including network risk and cyber liability coverage (including coverage for unauthorized access, failure of security, breach of privacy perils, as well at notification costs and regulatory defense) with a liability limit of not less than $500,000 for each claim or wrongful act, written on a claims-made basis. The limits required in this section may be met by any combination of primary and excess policies. Customer shall be added as an additional insured, including to any excess liability policies used to satisfy the requirements above. Iltaconny shall deliver to Customer a certificate of insurance evidencing valid coverage in effect as specified above upon Customer's reasonable request from time to time. Iltaconny shall provide thirty (30) days' prior written notice to Customer before the cancellation or material change of insurance required above. Iltaconny shall from time to time evaluate the adequacy of its insurance coverage and consider in good faith, accounting for all relevant factors, including cost, whether a higher level of coverage is in the interest of Iltaconny and its customers.

15. Notices

15.01 - Each Party must use Iltaconny's web portal to submit all notices. In addition to submitting via the portal, each Party must deliver all notices or other communications in writing to the other Party at the address listed on the first page of this Agreement by courier, by certified or registered mail (postage prepaid and return receipt requested), or by a nationally-recognized express mail service. Notice will be effective upon receipt or refusal of delivery. If delivered by certified or registered mail, any such notice will be considered to have been given five (5) calendar days after it was mailed, as evidenced by the postmark. If delivered by courier or express mail service, any such notice shall be considered to have been given on the delivery date reflected by the courier or express mail service receipt. Each Party may change its address for receipt of notice by giving notice of such change to the other Party.

16. Force Majeure

16.01 - Except for the payment of the Fee by the Customer, if the performance of this Agreement by either Party is prevented, hindered, delayed or otherwise made impracticable by reason of any flood, riot, fire, judicial or governmental action, labor disputes, act of God, power failures, cyber crime, unauthorized access to Iltaconny's information technology systems by Third Parties, or any other causes beyond the control of such Party, that Party will be excused from such to the extent that it is prevented, hindered or delayed by such causes.

17. Assignment

17.01 - The Provider reserves the right to assign or transfer its rights and obligations under this Agreement to any third party, affiliate, or successor entity without the Client's prior consent.

17.02 - Either Party may terminate this Agreement by written notice to the other Party, effective as of the date of delivery of such notice, if the other Party becomes the subject of a voluntary or involuntary bankruptcy, insolvency or similar proceeding or otherwise liquidates or ceases to do business.

17.03 - Upon termination of this Agreement for whatever reason (i) the Customer shall promptly pay Iltaconny all Fees and other amounts earned by or due to Iltaconny pursuant to this Agreement, up to and including the date of the term, (ii) all user rights granted to the Customer pursuant to this Agreement shall automatically terminate.
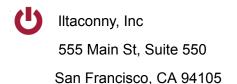
18. Alterations, Additions and Upgrades

18.01 - Iltaconny will use reasonable efforts to remain up to date with current requirements and accepted industry practices.

19. Governing Law

19.01 - This Agreement shall be construed in accordance with, and all disputes shall be governed by, the laws of the Commonwealth of Pennsylvania, without giving effect to the conflicts of laws rules thereof. The state and federal courts (including the appellate courts) for the Commonwealth of Pennsylvania shall have exclusive jurisdiction and venue for the adjudication of any disputes relating to this Agreement, and the parties hereby consent to the jurisdiction and venue of such courts.

20. Waiver of Jury Trial

20.01 - **EACH PARTY HEREUNDER ACKNOWLEDGES AND AGREES THAT ANY CONTROVERSY WHICH MAY ARISE UNDER THIS AGREEMENT OR ANY DOCUMENT ARISING HEREUNDER OR WITH RESPECT TO THE TRANSACTIONS CONTEMPLATED HEREIN WOULD BE BASED UPON DIFFICULT AND COMPLEX ISSUES. ACCORDINGLY, EACH PARTY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES ANY RIGHT SUCH PARTY MAY HAVE TO A TRIAL BY JURY IN RESPECT TO ANY LITIGATION BASED HEREON, INCLUDING BUT NOT LIMITED TO ANY CLAIM, COUNTERCLAIM, CROSS-CLAIM, THIRD PARTY CLAIM, DISPUTE, DEMAND, SUIT OR PROCEEDING ARISING OUT OF OR RELATED TO THIS AGREEMENT OR ANY SOW AND EACH PARTY AGREES THAT ALL SUCH PROCEEDINGS SHALL BE TRIED BEFORE A JUDGE AND NOT A JURY.**

21. Severability

21.01 - If any provision or provisions of this Agreement shall be held to be illegal, invalid or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby. No consent to or waiver of any default hereunder shall be effective unless in writing and no such consent to or waiver of any default shall be construed as a consent to or waiver of any default in the future or of any other default hereunder.

22. Entire Agreement

22.01 - This Agreement, together with any applicable Documentation, comprises the entire agreement between the Customer and Iltaconny and supersedes all prior or contemporaneous negotiations, discussions or agreements, whether written or oral, between the Parties regarding the subject matter contained herein. No amendment to or modification of this Agreement will be binding unless in writing and signed by an authorized representative of each Party.

23. Special Terms

23.01 - Customer is prohibited from sharing any data or forwarding any newsletters sent to them from Iltaconny. Any violation of this clause will allow Iltaconny to terminate per section 6.01.

23.02 - Iltaconny will not provide a certificate of proof for the software.

23.03 - Customer's invoices will be sent quarterly for the first year. Any additional renewal, all invoices will be sent annually and payment to be received 10 days from date of invoice.