

## END-USER LICENSE AGREEMENT

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The provisions in this End-User License Agreement (this “**License Agreement**”) constitute a binding, legal agreement between Soap-Bx, Inc., a California corporation (hereafter referred to as “**Licensor**” or by any variation of the pronoun “**we**”), and each person (“**you,**” or “**Licensee**” and, together with Licensor, the “**Parties**”) to whom we grant a license to access and use the Licensed Property (defined below) according to the terms and conditions set forth herein. NOTE: we reserve the right (but disclaim any obligation) to update, add to, delete from, or otherwise amend or modify this License Agreement at any time and from time to time without prior notice. Accordingly, you agree also to review this License Agreement whenever you use the Licensed Property or access, visit or otherwise use any portion of the Site (defined below).

1. Assent. Licensee acknowledges being, and hereby agrees without condition or exception to be, bound to the terms hereof, by either clicking to accept or agree if and where this option is made available to Licensee; or by using the Licensed Property to any extent. Licensee should print or save a copy of this License Agreement for Licensee’s records. If Licensee does not agree with any part of this License Agreement, Licensee is not authorized to access or use Licensed Property.

2. Effectiveness; Term. This License Agreement is effective as of the date and time Licensee first uses the Licensed Property. This License Agreement shall continue in effect until terminated as provided for herein.

3. Grant of License. Licensor hereby grants to each Licensee a limited license (the “**End-User License**”) to use the Licensed Property in accordance with this License Agreement. The End-User License is (A) nonexclusive, (B) nontransferable, (C) non-sublicensable, (D) non-assignable, (E) revocable, and (F) further limited as provided herein. Your uses of Licensed Property is restricted to the uses for which the Licensed Property is made available, whether expressly according to this License Agreement or the Specifications (defined below), or those uses that are reasonably incident thereto, in each case on the terms and subject to the conditions in this License Agreement. We shall be the sole arbiter whether any use of the Licensed Property complies with the limitations provided herein.

4. Licensed Property.

a. The End-User License granted hereby gives each Licensee the opportunity to use our cloud-based software and platform (the “**Licensed Property**”), accessible by means of our website having the address [Soap-Bx.com](http://Soap-Bx.com) or such other site or sites we may later use (the “**Site**”). The Licensed Property has been developed for use by e-commerce retailers to facilitate their fulfillment of purchase orders across one or more e-commerce store fronts. The Licensed Property may be updated, upgraded, altered, suspended, or terminated in any or every respect at any time or from time to time by us, in our sole and exclusive discretion, without notice to or consent from any Licensee. The Licensed Property is further defined in specifications that we may publish from time to time pertaining to its use, functionality, features, and other aspects of

the software (the “**Specifications**”). The Specifications may be amended and otherwise modified at any time and from time to time by us without notice to or consent from any Licensee. Your License and your use of the Licensed Property is conditioned on, among other things, your acceptance of, agreement to, and use in a manner consistent with, all Specifications as then in effect. Any failure by a Licensee to accept, agree to, or use the Licensed Property consistent with the Specifications may, in our sole and exclusive determination, result in a termination of this License Agreement and a revocation of the End-User License without notice, and without limiting any other remedies available to us hereunder, at law, in equity, or otherwise.

b. Licensed Property may be incorporated into and/or may incorporate certain other software, plug-ins, applications and other technology provided by, owned and/or controlled by third parties (“**Third Party Software**”). Any such Third Party Software that may be distributed together with the Licensed Property may be subject to Licensee affirmatively or implicitly accepting license agreement(s), terms and conditions and/or privacy policies as made available by the applicable third party(ies). Licensor is not responsible for any Third Party Software and shall have no liability whatsoever for Licensee’s use of, or inability to use, Third Party Software. Licensee covenants that it will proceed solely against the applicable third party, and not to Licensor or its affiliates, in connection with any dispute regarding the Third Party Software, and will not seek recourse against us or any affiliated person of ours in any respect; and if it does so notwithstanding this restriction, then it shall indemnify, defend, and hold harmless us and all such affiliated persons against all losses, costs, and expenses (including without limitation attorneys’ fees) we and/or they may incur in connection with responding to or defending our and/or their rights and interest in respect thereof, and shall advance our and/or their reasonably anticipated Costs upon our or their written demand for the same.

5. License Fee. The Licensed Property may be made available to Licensees from time to time in one or more service options or tiers. Each such option or tier may have a greater or lesser fee associated with it, or may be made available on a no-fee basis, depending on our practices at any given time. The End-User License granted hereunder presupposes, and is conditioned on, among other things, the full and timely payment of any and all fee payments as they come due, and/or other obligations we may require in exchange. Provision for payment of any such fee shall be facilitated during the onboarding process on our Site which we then provide for registering an account and applying for your End-User License, and all such payments shall be made electronically by means of any third-party payment processor we may then be using. Payments. Payments of fees made to Licensor are non-refundable.

6. Additional Restrictions.

a. No Shared Use. In addition to the other restrictions set forth herein, Licensee shall not use Licensed Property in a timesharing or service bureau arrangement, permit simultaneous use of Licensed Property by more than one user, distribute, export, import, act as an intermediary or provider or otherwise grant rights to third parties with regard to Licensed Property unless approved in writing, in advance, by Licensor. Unless expressly permitted hereunder, Licensee shall not transfer Licensed Property to any third party under any circumstances. Any such purported transfer shall be null and void *ab initio*.

b. No Modifications. Licensee shall not undertake, cause, permit or authorize any modification, derivative works, translation, reverse engineering, decompiling, disassembling, hacking or other attempt to derive the source code associated with Licensed Property.

c. No Removal of Notices. Licensee agrees that Licensee shall not remove or alter any trademark, logo, copyright, proprietary notices, legends, symbols and/or any other indication of intellectual property and/or proprietary rights that Licensor has in or to Licensed Property, whether such notice or indications are affixed on, contained in or otherwise connected to any materials associated with Licensed Property.

d. Registration. As a condition to using some aspects of our services related to this License Agreement, you may be required to register with and set a password and user name (“**User ID**”). You shall provide the same with accurate, complete, and updated registration information. Failure to do so shall constitute a breach of this License Agreement. You may not (i) select or use as a User ID a name of another person with the intent to impersonate that person; or (ii) use as a User ID a name subject to any rights of a person other than you without appropriate authorization. You shall be responsible for maintaining the confidentiality of your password.

e. Compliance with Law. Licensee shall not use Licensed Property to violate, or in connection with violating, any applicable law, including, without limitation (a) knowingly transmitting content that contains any program, routine or device which is designed to delete, disable, deactivate, interfere with or otherwise harm any software, program, data, device, system, or service from Licensed Property including, without limitation, any ‘time bomb’, virus, drop dead device, spider, malicious logic, Trojan Horse, trap, or back door; (b) using any material or content that is subject to any third party proprietary rights without permission, and (c) using Licensed Property in connection with any activity that is fraudulent or in violation of any laws against money laundering or other financial crimes.

## 7. Ownership.

a. Licensee acknowledges that: (A) as between Licensor and Licensee, Licensor owns all intellectual property of or pertaining to the Licensed Property (the “**Intellectual Property**”), including (but not limited to) the Licensed Property software and all related code of any kind; the “look and feel” of the Site and its end-user interface, the name Licensor and any and all other trademarks, service marks, trade names, and logos; any and all words, sounds, images, designs, videos and other content used in connection with the Licensed Property other than Licensee Content (defined below); any and all domain names associated with the Licensed Property; and all goodwill associated with or symbolized by the Licensed Property or any Intellectual Property; (B) Licensee has no ownership right in or to the Licensed Property or any of the Intellectual Property; and (C) Licensee shall acquire no ownership interest in or to the Site, the Licensed Property, any of the Intellectual Property, or any other property of ours by virtue of this License Agreement.

b. Licensor shall have the right to update, upgrade, and otherwise modify the Licensed Property and/or the Site without the consent of Licensee, including (but not limited to): their respective look and feel, functionality, and terms of use and other content (other than

Licensee Content not previously approved by Licensee, and other than as may adversely affect Licensee with respect to the payment of the End-User License Fee).

c. Licensor shall have the right to accept or reject any Licensee Content proposed by Licensee to be included as content for use in the Licensee's account if Licensor determines, in its sole discretion, that the same is or may be understood to be offensive, objectionable, unlawful, or inconsistent with Licensor's mission (as the same may from time to time be changed at Licensor's sole discretion).

d. Licensor shall have the right to include Licensee and Licensee Content in connection with its promotions, marketing and advertising, whether on the Site or otherwise, without the need to pay and consideration therefor.

8. Representations and Warranties. As a material inducement to us to grant you the License, you hereby represent, warrant and covenant to us as follows:

a. Licensee (if an entity) has obtained all organizational consent necessary to enter into this License Agreement; and/or Licensee otherwise has the right and authority to enter into and to perform its obligations hereunder and to deliver to Licensor any and all words, sounds, music, images, videos, intellectual property, and other content which Licensee may be required or permitted to provide in connection herewith or with the use of the Licensed Property, including (but not limited to) Licensee's name and logo ("**Licensee Content**").

b. All Licensee Content either is and shall be the sole and exclusive property of Licensee, or Licensee has obtained the right to use Licensee Content in connection with the License.

c. Licensee's entry into and performance under this License Agreement does and will not violate or conflict with any third-party rights, or any law, or any agreement to which Licensee is party or by which Licensee or any of its affiliates or any of the Licensee Content is bound;

d. There is no active, pending or threatened litigation, arbitration, or other dispute concerning the Licensee Content, or to which Licensee or any of its affiliates or any of their respective personnel is party which, if decided unfavorably against any of them, would adversely affect the Licensor, or the performance by Licensee of this License Agreement, or the Licensee Content. If any such dispute arises, is threatened or is reasonably anticipated during the Term, the Licensee will immediately notify the Licensor in writing.

e. Licensee shall do nothing inconsistent with Licensor's ownership of the Licensed Property and Intellectual Property except as expressly provided in this License Agreement, nor use any of its own marks or third party mark(s) in conjunction with or as an element of any of the foregoing without Licensor's express prior written approval. Without limiting the generality of the foregoing, Licensee shall not (a) modify the Licensed Property or any other I.P.; (b) reverse engineer the Licensed Property or any other I.P.; (c) create derivative works of or based on the Licensed Property or any other I.P., or of or based on any content (other than Licensee Content); (d) create or build, invest in, acquire, or otherwise become involved with or obtain an interest in a competitive product or service, or any product or service having or

using a similar purpose, functionality, look and feel or content (other than Licensee Content); or (e) copy any ideas, features, functions or graphics of the Site or Licensed Property.

f. Licensee consents to the use of its trademark(s) and logos and other Licensee Content in in any marketing, advertising and promotional materials intended to promote our business.

g. All Licensee Content provided by Licensee for use in the Licensed Property shall be free of any disabling device, bug, computer virus, malware or otherwise be destructive, disruptive or harmful to the Licensed Property, End-User Device or any computer or other machinery of Licensor, Fiscal Intermediary, end users of the Licensed Property, financial institutions or any other person involved with the collection and transfer of payments via the Licensed Property or any affiliate of any of the foregoing.

h. Licensee shall be responsible for any taxes, tariffs, fees, or other costs that may be charged against the transfer of value to Licensee via the Licensed Property or otherwise.

i. Each individual executing this License Agreement for and on behalf of Licensee represents that she or he is fully authorized to execute this License Agreement on behalf of Licensee, binding Licensee to this License Agreement.

9. Indemnification. You shall indemnify and defend Licensor and its affiliated persons for, and hold them harmless from and against, any losses, costs, damages, expenses, liabilities, and other obligations and responsibilities of any kind and/or nature (including without limitation attorneys' fees) that are or may be incurred by Licensor and/or any affiliated person of Licensor that arise out of or are in any way connected with any of the following acts or omissions by you, or by any person acting at your behest or request, or by any person over whom you have actual or constructive control, under any theory of law or equity or otherwise, or by any person using your account to access the Site or participate in any services even if not under your control or acting at your behest or request: (a) use of the Site or participation in any services; (b) breach of contract; (c) tortious act; (d) non-compliance with any law or governmental order or regulation; (e) violation of any of this End-User License Agreement at any time in effect; (f) violation of any third-party right (including without limitation any intellectual property, publicity, confidentiality, property, privacy or other right of any kind or nature); (g) the initiation or continuation of any legal, equitable or other action or proceeding brought against us or any affiliated person of ours seeking or claiming damages or any other remedy in excess of or otherwise different from that which is expressly provided for and limited by this End-User License Agreement; and (h) any other act or omission. As between us and any party with respect to whom we are claiming a right to indemnification, we reserve the right, at our own expense, to assume the exclusive defense and control of any matter subject to indemnification by you, in which event you will cooperate with us in asserting any available defenses and otherwise.

10. Termination. This License Agreement will terminate on the earliest to occur of: (a) your cancellation of your account; (b) your material breach of this License Agreement, the Terms of Use, the Specifications, or any other term of condition related to the Site, the Licensed Property, or our services; and (c) our determination for any other reason or for no reason. Upon any expiration or termination of this License Agreement: (a) the rights and licenses granted to

Licensee under this License Agreement shall cease; (b) Licensee shall immediately cease using Licensed Property; and (c) Licensee shall immediately cease using Licensed Property.

11. Disclaimers

a. Your use of the Licensed Property is your choice and shall be at your sole discretion and risk. You agree that we shall not be responsible for any harm to your computer, tablet, mobile device, or any other device with which you use the Site or receive or participate in any service, or for any loss of data or other harm that does or may result from your use of the Site or participation in any of the services. Notwithstanding anything herein or elsewhere to the contrary, neither we nor any affiliated person of ours makes any representations or warranties: (a) regarding the security, accuracy, reliability, functionality, timeliness, performance or other aspects of the Site or any of the services; or (b) that the Licensed Property or any of the services will be error-free or that if there are any errors that they will be corrected either on a timely basis or at all. Neither we nor any affiliated person of ours will have any liability or other responsibility to you for any access or usage charges that are or may be charged by your Internet service provider, wireless carrier, or other similar service provider whose services are related to any device that you use to use to access the Licensed Property.

b. Licensor disclaims any and all liability and other responsibility for any technical or other failures or errors of, on or in any way connected with or related to the Licensed Property and/or any of the services, including but not limited to push messages sent erroneously due to technical failures or errors. Licensor anticipates that it will use reasonable efforts to correct any such failures or errors swiftly after discovering them or being informed about them. If you think you have received pushed messages in error or experienced other technical failures, please contact us immediately.

c. The Licensed Property and our services, and all materials, information, products and services included therein, are provided on an “AS IS” and “AS AVAILABLE” basis without warranties of any kind. Licensor EXPRESSLY DOES NOT MAKE, AND HEREBY DISCLAIMS, ALL WARRANTIES OF ANY KIND, EXPRESS, IMPLIED AND/OR STATUTORY, RELATING TO THE SITE AND SERVICES, INCLUDING BUT NOT LIMITED TO: WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT OF PROPRIETARY RIGHTS, COURSE OF DEALING, AND/OR COURSE OF PERFORMANCE. No advice or information, whether oral or written, express or implied, obtained or inferred by you from Licensor or any affiliated person of Licensor, will create any warranty that is not expressly stated in this End-User License Agreement. Any warranty that may be included or construed to be included in this End-User License Agreement that is later modified or terminated by virtue of a change to the Term shall in all cases be retroactive unless expressly prohibited by law.

12. Dispute Resolution; WAIVER OF JURY TRIAL.

a. YOUR USE OF THE SITE CONSTITUTES YOUR WAIVER OF ANY RIGHT THAT MAY OTHERWISE EXIST OR ARISE TO SETTLE BY TRIAL (WHETHER JURY TRIAL OR BENCH TRIAL) ANY DISPUTE THAT YOU MAY HAVE AS AGAINST US (OR ANY OF OUR AFFILIATES) THAT IN ANY WAY (WHETHER IN WHOLE OR IN

PART) ARISES FROM OR IS RELATED TO THESE TERMS OF USE, THE SITE OR THE SERVICES. ANY SUCH DISPUTE SHALL BE SETTLED ONLY AS FOLLOWS, WITHOUT EXCEPTION OR CONDITION.

b. Before you or we may initiate any dispute resolution proceeding of whatever kind or nature, if there ever exists a dispute between you and Licensor (or any of its affiliated persons) arising out of or related to any transaction conducted on, or other access, visit or use of, the Site or any dispute otherwise related to this License Agreement or the Privacy Policy or any license agreement or other documentation, the party who would otherwise desire to initiate any such proceeding (the “**Disputing Party**”) hereby covenants to not do so without first attempting, in good faith, to resolve any such dispute with the other party in accordance with the following procedure: the Disputing Party shall first provide written notice (the “**Dispute Notice**”) setting forth the nature of the dispute and the preferred means to contact the Disputing Party. Beginning not later than thirty (30) days after the actual receipt of such notice by the other party, the parties shall attempt in good faith to negotiate, for period of ninety (90) days, between themselves a mutually agreeable resolution of the dispute. Any such Dispute Notice shall be sent by the Disputing Party by nationally recognized overnight courier as follows: if to Licensor, to its principal address or email included in the Site; and if to you, to any address you may have provided in connection with any use of the Site or, if none, to any other address that Licensor may otherwise have on record for you, if none, to any address Licensor may be able without unreasonable effort to obtain for you, provided that Licensor need not extend such efforts for more than thirty (30) days. The confirmation of delivery by such courier shall confirm actual receipt of the notice or other communication being thereby delivered.

c. The foregoing procedure is a condition precedent to the initiation of any dispute proceeding (which proceeding must, in addition, be permitted hereunder); and is a condition precedent (which may be enforced by the other party without waiving its rights hereunder) to any unpermitted or untimely litigation, arbitration, mediation, other filing of a claim or grievance or other proceeding in any legal, administrative, equitable or other forum against the other party which, while not permitted or while untimely under this License Agreement, places the other party in a position which reasonably requires it, on advice of legal counsel, to respond; and any such response and/or incurrence of costs shall not be deemed a waiver of the responding party’s right’s hereunder, or a consent to the unpermitted or untimely proceeding).

d. Any dispute not first settled between you and us, as and within the time provided above, shall be settled solely and exclusively by final and binding arbitration, in Los Angeles County in the State of California (or in another location in which we may at such time have our principal place of business, in our sole determination). Such arbitration shall be administered by the American Arbitration Association (“**AAA**”) in accordance with its applicable rules of practice then in effect by a single arbitrator. Such arbitrator shall be an individual agreeable to you and us; and if such arbitrator is not agreed to by you and us within sixty days after formal initiation of the arbitration proceeding, such arbitrator shall be an individual having reasonable experience in matters of the type provided for in this License Agreement and who is chosen by the AAA. Decisions by the arbitrator shall be final and binding, and not subject to appeal. Awards by the arbitrator shall be satisfied by the party responsible therefor within thirty days after the award is rendered; and if any award is not satisfied within

such time, the prevailing party may enforce the award in the state or federal courts in Los Angeles County in the State of California (or in another location in which we may at such time have a place of business, in the sole determination of the party seeking to have the award enforced). For the purposes of an action to enforce an arbitration award, you and we each consent to the sole and exclusive personal jurisdiction of such courts, waive any defense of inconvenient forum and any other defense to such jurisdiction or venue, and consent to service of process in any manner reasonable under the circumstances that is not prohibited by law. The non-prevailing party in any such arbitration shall be responsible for all fees and expenses (including, but not limited to, reasonable attorneys' fees) of the prevailing party incurred in connection with the arbitration, and/or with any action that may later be required by the prevailing party to enforce an arbitration award; and if each Party prevails on at least one point of dispute, then the arbitrator shall allocate responsibility for sharing the aggregate costs of both parties as the arbitrator determines to be equitable, provided that the party with the greater prevailing position shall have the lesser share of the aggregate costs.

e. Any decision rendered by an arbitrator in accordance herewith may be enforced in any federal or state court located in such county, and the parties hereto consent to the personal jurisdiction of such courts for such purpose, waive any defense of inconvenient forum, and consent to service of process for such purposes by all means permitted by law. If any provision of this License Agreement are deemed by a court of competent jurisdiction to be unenforceable or invalid in any respect, such provision shall be severed and the remaining portions of this License Agreement shall remain in full force and effect. This License Agreement constitutes the entire understanding and agreement between you and Licensor relating to its subject matter. Subject to our reserved rights to update, alter, change, modify, add to, delete from or otherwise amend this License Agreement, no condition herein at any time then in effect may be waived, and no other provision at any time then in effect may be amended, except by a writing signed by Licensor.

13. Equitable Relief. Notwithstanding anything herein or elsewhere to the contrary, we shall be entitled to seek equitable relief in any federal or State court in the United States or elsewhere having subject matter jurisdiction without either having to post a bond or first submitting the matter to arbitration or mediation with respect to actual, alleged or threatened breaches by you of any provision herein relating to, alleging, or seeking to enforce any provision concerning indemnification, ownership of our property, or your violation of and provision hereof or of any other Documentation pertaining to keeping our Site free of any Malware, or to interfering with our Site or information security, or to providing us any fraudulent or other materially false information; in any of which case, you (for yourself and your heirs, successors and assigns, and any of your other their affiliated individuals or entities) consent to the jurisdiction of such courts and agree that service of process or notice in any such action, suit or proceeding shall be effective if delivered in any manner not prohibited by law and hereby waive any claim or defense of inconvenient forum or any other defense to any such jurisdiction or venue. The rights set forth in this paragraph are in addition to any other right or remedy available to the party seeking equitable relief, at law, in equity or otherwise.

14. Survival. All obligations of the Licensee hereunder in effect prior to any termination hereof, or any suspension or removal of the Site from the Internet shall survive such termination, suspension or removal for all purposes.



15. Miscellaneous. This License Agreement: (a) contains the entire understanding of the parties concerning its subject matter and supersedes all prior and contemporaneous agreements (oral or written, express or implied) concerning its subject matter; (b) may not be amended, and no waiver will be effective, unless in writing signed by the Party to be held, and no waiver by any party of a breach will be considered a waiver of any subsequent breach; (c) is only for the benefit of the parties to this License Agreement and their respective successors and permitted assigns, and shall inure solely to their benefit, and is not for the benefit of and no provision may be enforced by any other person; (d) may not be assigned without a writing signed by Licensor; and (e) shall be governed by the laws of the State of California, without regard to its conflicts of law provisions. If any provision hereof is determined to be unenforceable, that will not affect the other provisions which will continue to be binding on the parties unless the Licensor determines that this would materially frustrate a purpose of this License Agreement. Neither this License Agreement nor the course of conduct between the parties hereto in the performance of this License Agreement shall be deemed to create a partnership, joint venture or any other arrangement other than that of licensor and licensee, and neither Party shall hold itself out as the partner or joint venturer or other authorized representative of the other. In the event of any conflict between this License Agreement and any Specifications or other documentation (including, but not limited to the Site's Terms of Use and Privacy Policy, and any incident response policy we may from time to time have in effect), Licensor shall be the sole arbiter with respect to the resolution of such conflict. Each Party: (x) will be deemed to have participated in the negotiation of this agreement and any ambiguity in this License Agreement shall not be construed against any purported author; and (y) will be responsible for its own lawyer's and other expenses. Section headings used in this License Agreement are for convenience only and shall not affect the construction hereof. Licensee has been advised to seek independent legal counsel, at its sole expense, in connection with entering into this License Agreement, and has either done so or has voluntarily chosen not to do so and assumed all risks of not doing so (whether known or unknown, or foreseeable or unforeseeable, to any person).

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