LICENSE & MAINTENANCE AGREEMENT WITH HOSTED SERVICES

This LICENSE & MAINTENANCE AGREEMENT WITH HOSTED SERVICES is between **SocialBridge Technologies, Inc.**, a Florida corporation with its principal place of business at 4635 Southwest Freeway, Suite 700, Houston, TX 77027 ("SocialBridge Technologies"), whose GSA Contract Number is GS-35F-0530X, and the **Chicago Housing Authority** ("Customer"), a municipal corporation organized under the Illinois Housing Authority Act 310 ILCS 10/1 et seq., with offices at 60 E. Van Buren St., Chicago, Illinois 60605. SocialBridge Technologies and Customer are referred to individually as a "party" and collectively as the "parties."

TERMS AND CONDITIONS

1. **DEFINITIONS.**

   1.1. **"Affiliates"** means any person, partnership, joint venture, corporation or other form of enterprise, domestic or foreign, including but not limited to subsidiaries, that directly or indirectly control, are controlled by, or are under common control with a party to this Agreement.

   1.2. **"Agreement"** shall mean collectively (i) this agreement, (ii) all of the schedules and exhibits referenced in this agreement, and (iii) all amendments that the parties may mutually agree in writing to attach to this agreement from time-to-time.

   1.3. **"Business Day"** means Monday through Friday, from 9 AM to 5 PM, as determined by local time in Fort Lauderdale, Florida, excluding recognized federal legal holidays.

   1.4. **"Code"** means computer-programming code. Unless otherwise specified, Code includes both object code and source code, as well as any Modifications or Enhancements (as defined below) thereto created, received or acquired by Customer from SocialBridge Technologies from time to time.

   1.5. **"Confidential Information"** means nonpublic information that a party to this Agreement (the "Disclosing Party") designates as being confidential to the party that receives such information (the "Receiving Party") or which, under the circumstances surrounding disclosure should be treated as confidential by the Receiving Party. Confidential Information includes, but shall not be limited to, information in tangible or intangible form relating to and/or including released or unreleased Disclosing Party software products, business policies or practices, data collected at a Point of Sale, and information received from others that the Disclosing Party is obligated to treat as confidential. The term "Disclosing Party" shall include all Affiliates of the Disclosing Party, and the term "Receiving Party" shall include all Affiliates of the Receiving Party. Confidential Information shall not include any information that (i) is or subsequently becomes publicly available without the Receiving Party's breach of any obligation owed to the Disclosing Party; (ii) became known to the Receiving Party prior to the Disclosing Party's disclosure of such information to the Receiving Party pursuant to the terms of this Agreement; (iii) became known to the Receiving Party from a source other than the Disclosing Party and other than by the breach of an obligation of confidentiality owed to the Disclosing Party; or (iv) is independently developed by the Receiving Party.

   1.6. **"Designated Person"** means that definition provided in Schedule 4.3.

   1.7. **"Derivative Work"** means a work that includes or is based upon one or more preexisting works (including computer software), such as a revision, modification, translation, abridgment, condensation, expansion, or any other form in which such preexisting works may be utilized, incorporated in, recast, transformed, or adapted, and that, if prepared without authorization of the owner of the intellectual property rights in such preexisting work, would constitute an infringement of such rights. For purposes hereof, a Derivative Work shall also include any software or Code that incorporates a preexisting work or portion thereof in which SocialBridge Technologies owns the intellectual property rights.

   1.8. **"Documentation"** shall mean all electronic end-user help files, other electronic documentation and/or hard copy manuals that SocialBridge Technologies creates in connection with the usage, maintenance and/or correction of the Software.

1.9. **"Enhancements"** means any changes or additions to the Software (but not Modifications), including all new methods, concepts, or releases that improve existing functions, add new functions, or improve performance. Enhancements also means changes or additions to the Documentation that are made as a result of Enhancements to the Code of the Software.

1.10. **"Error"** means any problem, omission, defect in design, coding, or documentation which adversely impacts the Software, and which can be reasonably verified through repetition, or is otherwise evident or apparent.

1.11. **"Fees"** shall mean collectively the Setup Fees, Location License Fees, Hosting Fees, Maintenance Fees, as well as all additional, related costs and surcharges required to be paid to SocialBridge Technologies pursuant to the GSA Schedule 70 contract and individual ordering document.

1.12. **"Installation Work Order"** means that document by which Customer requests SocialBridge Technologies to install the Software at particular location and, subsequently, acknowledges that such work has been completed.

1.13. **"Modifications"** means any changes or additions to the Software that correct Errors, support new releases of the operating system(s) with which or on which any future versions of the Software are designed to operate, support new input/output devices, or provide other incidental updates and corrections. Modifications also means any modifications or revisions to the Documentation that are requested, needed or made as a result of modifications or revisions to the Software.

1.14. **"Requested Support"** means that definition provided in Schedule 4.3.

1.15. **"Routine Support"** means that definition provided in Schedule 4.3.

1.16. **"Software"** means that certain total software package advertised and sold under the brand name "Tracking at-a-Glance™" (which may include software licensed from parties other than SocialBridge Technologies) as well as all Code, Documentation, Derivative Works, Enhancements, Modifications, updates or additions of, in or to the Software package.

1.17. **"Subscription Services"** shall mean collectively all services provided to a User through Tracking At-A-Glance™.

1.18. **"Term"** shall mean that definition provided in Section 4 of this Agreement.

1.19. **"Third Party Hardware"** means all hardware, including but not limited to microprocessors, hard and floppy drives, CD ROM drives, DVD ROM Drives, memory chips, printed circuit boards, modems, monitors and cables, which are not supplied to Customer by SocialBridge Technologies.

1.20. **"Third Party Software"** means all computer software, including but not limited to operating systems (e.g., Windows, Unix), Internet browsers, applications, batch files, system files, data files and executable files, which are not supplied to Customer by SocialBridge Technologies.

1.21. **"Use" (or "Uses")** (with the initial letter "u" capitalized) means to execute the functions of the Software, perform entries or modifications as directed by the Documentation or SocialBridge Technologies staff, and display, manipulate and/or print data entered into, or received by, the Software.

1.22. **"User"** means (i) an employee of Customer or (ii) a third party who is a designated representative of Customer and has been given a password by Customer to use the Subscription Services.

2. **LICENSE GRANT.**

    2.1.   License. Provided that the Customer has paid the Fees, during the Term of this Agreement SocialBridge Technologies hereby grants to Customer a limited, non-transferable, and non-exclusive license for an unlimited number of Users at the number of departments/locations set forth in this Agreement to access and use the Subscription Services for Customer's internal business uses only, which uses shall be limited solely to those functions and features specifically made available to Customer through the Software, and for which Customer has agreed to pay.

    2.2.   Restrictions on Use of Software. This limited license granted to Customer is the sole license provided by SocialBridge Technologies to Customer, and unless prior written approval is obtained from SocialBridge Technologies, Customer shall strictly adhere to the permissible Uses of the Software as well as conditions listed below. Any breach of these restrictions shall be considered to be a material breach of this Agreement and, notwithstanding any provision to the contrary, shall permit SocialBridge Technologies in its sole and exclusive option to terminate this Agreement.

    2.2.1.   Customer shall not reproduce, prepare Derivative Works based upon, distribute copies of, perform, display, make or sell the Software except as otherwise specified in this Agreement.

    2.2.2.   Customer shall Use the Software for its internal purposes only, and shall not Use the Software for third-party training, commercial time-sharing, outsourcing or rental use.

    2.2.3.   Customer shall not assign, sublicense, lease or rent the Software, and shall permit use of the Software only at the locations indicated on Schedule 3.0.

    2.2.4.   Customer shall neither decrypt, view, copy, modify or disseminate the source code of the Software nor encourage any third party to do so or attempt to do so. Further, Customer shall neither directly alter the table structure of the Software nor alter the system administrator data in any table.

3. **INSTALLATION; ADDITIONAL SERVICES; MAINTENANCE.**

    3.1.   Software Installation. SocialBridge Technologies shall be responsible for installing the Software on SocialBridge Technologies' server.

    3.2.   Additional Services. If Customer elects to have SocialBridge Technologies perform any services that are not specifically described in this Agreement (collectively, "Additional Services"), the parties shall complete and sign an Installation Work Order, the form and substance of which shall not materially deviate from the sample attached as **Exhibit A** to this Agreement. SocialBridge Technologies shall not be obligated to perform any services requested by Customer that fall outside the scope of this Agreement unless SocialBridge Technologies agrees to do so through a written and executed Installation Work Order. The fees for Additional Services shall be set forth on each Installation Work Order and shall be paid no later than thirty (30) days after invoice for payment by SocialBridge Technologies to Customer.

    3.3.   Maintenance; Support. SocialBridge Technologies shall provide maintenance and support for the Software as provided in the attached **Schedule 4.3**. The fees for maintenance and support shall be as set forth on Schedule 3.0 (the "Maintenance Fees"). Customer shall be required to subscribe to SocialBridge Technologies' maintenance services during the entire term of this Agreement. Upon termination of such maintenance services, this Agreement shall immediately terminate.

    3.3.1.   In no event shall SocialBridge Technologies be obligated to provide maintenance and support for any Third-Party Hardware or Third-Party Software. From time to time, SocialBridge Technologies may offer helpful suggestions to Customer related to Third Party Hardware or Third-Party Software, however, such information is not intended to be, nor shall it be interpreted by Customer as, technical advice.

    3.3.2.   Customer is aware and acknowledges that Third Party Hardware or Third Party Software installed at Customer's location after the initial installation of the Software may adversely affect the integrity,

efficiency or operation of the Software. Customer understands and agrees that installation of such third party materials after the initial installation of the Software is done solely at Customer's risk.

4. **TERM; TERMINATION.**

      4.1.   <u>Term</u>. Unless otherwise agreed to by the parties in writing, the Term of this Agreement shall commence on September 18, 2023[1] (the "Effective Date") and shall end on March 1, 2026.

      4.2.   <u>Termination by Customer</u> Termination of this Agreement shall be made in accordance with the GSA Schedule 70 contract and Federal Acquisition Regulation (FAR).

      4.3.   <u>License Upon Termination</u>. Upon termination of this Agreement, all non-perpetual licenses granted to Customer pursuant to this Agreement shall immediately and permanently expire, all passwords provided to Customer and Users shall be disabled.

      4.4.   <u>Destruction / Return of Software</u>. Within twenty (20) days after termination of this Agreement, Customer shall cease using the Software and delete all copies of the Software in Customer's possession and certify in writing to SocialBridge Technologies within twenty (20) days after termination that Customer has complied with the provisions of this Section. Customer shall be permitted to retain any data it created during the term of this Agreement.

5. **OWNERSHIP.**

      5.1.   Other than the limited license granted to Customer by this Agreement, all right, title and interest in and to the Software and Subscription Services, including all patents, trademarks, copyrights, trade secrets and all other intellectual property and proprietary rights therein (collectively, "SocialBridge Technologies' IP Rights"), are owned by and shall remain owned by SocialBridge Technologies. Customer shall not take or encourage any action that negatively affects SocialBridge Technologies' IP Rights.

      5.2.   If Customer, in the course of using the Software, acquires any goodwill or reputation in or to the Software or any of SocialBridge Technologies' IP Rights, all such goodwill or reputation shall automatically be transferred to and shall vest in SocialBridge Technologies when and as, on an on-going basis, such acquisition of goodwill or reputation occurs, as well as at the expiration or termination of this Agreement, without any separate payment or other consideration of any kind to Customer, and Customer agrees to take all such actions necessary to effect such vesting.

6. **LIMITED WARRANTIES; DISCLAIMERS**.

      6.1.   <u>Performance</u>. SocialBridge Technologies shall endeavor to use industry standard, commercially reasonable efforts to complete and maintain the Subscription Services in good, working order, and ensure that the Subscription Services use the most current version of the Software. SocialBridge Technologies shall perform backups of Customer's data twice daily.

      6.2.   <u>Limitations</u>. The parties hereby acknowledge and agree that while SocialBridge Technologies endeavors to provide high quality services to Customer, the Software and Subscription Services may not be free of errors and, further, certain portions or functions of the Software or Subscription Services may be subject to interruption, scheduled or unscheduled. In the event that interruptions occur, SocialBridge Technologies will endeavor to remedy the cause of such interruptions in a prompt manner. To the extent that the Software uses any third party software, services or equipment, any express warranties provided in this Agreement are limited to those offered

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[1] This Agreement is preceded by Contract No. 12651, between Designing Success, Inc. and the Chicago Housing Authority. The original term of Contract No. 12651 was March 2, 2021 through March 1, 2026. On September 18, 2023, the Effective Date of this Agreement, Designing Success, Inc., was rebranded to SocialBridge Technologies, Inc. Accordingly, this Agreement continues the original five-year term, but with an Effective Date which corresponds with the rebranding and name change.

by the applicable third party, and are available to Customer only to the extent that such warranties can be passed through to Customer.

6.3. <u>User Data</u>. Certain portions of the Software and Subscription Services permit and/or require Users to save their work product and related information on SocialBridge Technologies' servers. SocialBridge Technologies shall at all times provide industry standard security to safeguard any data uploaded by Users to SocialBridge Technologies' servers ("Customer's Data"). Notwithstanding this fact, the parties acknowledge and agree that no Internet security system is 100% foolproof and, accordingly, Customer shall hold SocialBridge Technologies harmless in the event of unintentional or accidental disclosure or erasure of Customer's Data.

6.4. <u>Disclaimers</u>. EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT, SOCIALBRIDGE TECHNOLOGIES HEREBY EXCLUDES AND DISCLAIMS ALL WARRANTIES OF ANY KIND WHATSOEVER RELATING TO THE SOFTWARE. WITHOUT LIMITING THE FOREGOING, SOCIALBRIDGE TECHNOLOGIES DISCLAIMS ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT WITH RESPECT TO THE SOFTWARE AND THE OUTPUT THEREOF. SOCIALBRIDGE TECHNOLOGIES IS PROVIDING THE SOFTWARE TO CUSTOMER AND ANY USER(S) ON AN "AS IS" BASIS, WITH NO OTHER WARRANTIES WHATSOEVER, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES ARISING FROM COURSE OF DEALING, COURSE OF PERFORMANCE, OR USAGE OF TRADE. THE ENTIRE RISK AS TO THE QUALITY OF THE SOFTWARE AND THE OUTPUT THEREOF IS BORNE BY CUSTOMER AND USER(S). THIS CLAUSE DOES NOT LIMIT OR DISCLAIM ANY OF THE WARRANTIES SPECIFIED IN THE GSA SCHEDULE 70 CONTRACT UNDER FAR 52.212-4(O). IN THE EVENT OF A BREACH OF WARRANTY, THE U.S. GOVERNMENT RESERVES ALL RIGHTS AND REMEDIES UNDER THE CONTRACT, THE FEDERAL ACQUISITION REGULATIONS, AND THE CONTRACT DISPUTES ACT, 41 U.S.C. 7101-7109.

7. **LIMITATION OF DAMAGES.**

7.1. NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR ANY INCIDENTAL, INDIRECT, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, OR LOST OR IMPUTED PROFITS AND/OR ROYALTIES, WHETHER LIABILITY IS ASSERTED IN CONTRACT, TORT OR NEGLIGENCE, AND IRRESPECTIVE OF WHETHER THE PARTY HAS BEEN ADVISED OR IS AWARE OF THE POSSIBILITY OF ANY SUCH LOSS OR DAMAGE. EACH PARTY HEREBY WAIVES ANY CLAIM THAT THESE EXCLUSIONS DEPRIVE SUCH PARTY OF AN ADEQUATE REMEDY.

7.2. IN NO EVENT SHALL THE TOTAL LIABILITY OF SOCIALBRIDGE TECHNOLOGIES EXCEED THE FEES PAID TO SOCIALBRIDGE TECHNOLOGIES BY CUSTOMER DURING THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE ALLEGED LOSS OR CLAIM.

7.3. THIS CLAUSE SHALL NOT IMPAIR THE U.S.GOVERNMENT'S RIGHT TO RECOVER FOR FRAUD OR CRIMES ARISING OUT OF OR RELATED TO THIS CONTRACT UNDER ANY FEDERAL FRAUD STATUTE, INCLUDING THE FALSE CLAIMS ACT (31 USC 3729 to 3733). FURTHERMORE, THIS CLAUSE SHALL NOT IMPAIR NOR PREJUDICE THE U.S. GOVERNMENT'S RIGHT TO EXPRESS REMEDIES PROVIDED HEREIN (I.E. , 552.238-75 – PRICE REDUCTIONS, 52.212-4 (h) – PATENT INDEMNIFICATION, LIABILITY FOR INJURY OR DAMAGE (SECTION 3 OF THE PRICE LIST), AND GSAR 552.215-72 PRICE ADJUSTMENT – FAILURE TO PROVIDE ACCURATE INFORMATION.

8. **INDEMNIFICATION.**

[INTENTIONALLY OMITTED]

9. **CONFIDENTIALITY.**

9.1.   During the term of this Agreement, each party may receive or have access to Confidential Information of the other party. A party receiving Confidential Information (a "Receiving Party") from a disclosing party (a "Disclosing Party") shall:

9.1.1.   Hold such Confidential Information in confidence during the term of this Agreement and never reveal such Confidential Information to any third party at any time before or after termination of this Agreement, without the prior written approval of the Disclosing Party;

9.1.2.   Take reasonable security precautions at least as great as the precautions it takes to protect its own Confidential Information, but no less than reasonable care, to keep confidential the Confidential information of the Disclosing Party; and

9.1.3.   Refrain from disclosing, reproducing, summarizing and/or distributing Confidential Information of the Disclosing Party except in pursuance of the Receiving Party's business relationship with the Disclosing Party, and only as otherwise provided hereunder.

9.2.   Notwithstanding any provision to the contrary, a Receiving Party may disclose such information in accordance with a judicial or other governmental order, provided that the Receiving Party either (i) gives the Disclosing Party reasonable notice prior to such disclosure to allow the Disclosing Party a reasonable opportunity to seek a protective order, or (ii) obtains written assurance from the applicable judicial or governmental entity that it will afford the Confidential Information the highest level of protection afforded under applicable law or regulation.

9.3.   A Receiving Party shall notify the Disclosing Party immediately upon discovery of any unauthorized use or disclosure of Confidential Information by Receiving Party or its employees or Affiliates, and shall cooperate with the Disclosing Party to help Disclosing Party regain possession of the Confidential Information and prevent its further unauthorized use or disclosure.

10.   **GENERAL.**

10.1.   **Modifications**. This Agreement, along with all of its attachments, shall not be subject to change, modification or discharge in whole or in part except by written instrument signed by both parties.

10.2.   **Captions**. All indices, titles, subject headings, section titles, and similar items contained in this Agreement are provided for the purpose of reference and convenience only and are not intended to be inclusive, definitive or to affect the meaning, content or scope of this Agreement.

10.3.   **Independent Contractors**. The parties acknowledge and agree that they are independent contractors, and nothing herein shall be construed to create an employer-employee, partnership, joint venture or agency relationship between the parties. Neither Party shall have the authority, right or power to create any obligation or responsibility on behalf of the other Party

10.4.   **Notices**. Any notice or other communication under this Agreement shall be in writing and shall be considered effective when delivered personally; or three (3) days after being mailed by U.S. registered mail, return receipt requested, to the parties at their respective addresses set forth below (or at such other address as a Party may specify by written notice to the other).

SocialBridge Technologies, Inc.	**Customer**:
Attn: Doug Taylor, President	Chicago Housing Authority
4635 Southwest Freeway	Attn.: Resident Services
Suite 700	60 East Van Buren Street, 13th Floor
Houston, TX 77027	Chicago, Illinois 60605
(t) 954-457-3330	(t) 312-913-5898
(f) 954-456-6700	(f) 312-913-5899

With a required copy to:

SocialBridge Technologies, Inc.
4635 Southwest Freeway
Suite 700
Houston, TX 77027
(t) 954-457-3330
(f) 954-456-6700

With a required copy to:

Attn.:   CHA Chief Legal Officer
60 East Van Buren St., 12th Floor
Chicago, Illinois 60605

      10.5.   **Waiver**. The failure of any Party to insist upon strict adherence to any term of this Agreement on any occasion shall not be considered a waiver by that Party or deprive that Party of the right thereafter to insist upon strict adherence to that term or any other term of this Agreement. Any waiver of any term, provision, obligation or right by any Party under this Agreement must be in writing.

      10.6.   **Assignment**. No party shall assign rights or interests nor delegate duties under this Agreement without the prior written consent of the other party. Any purported assignment or delegation violating this provision shall be void. Notwithstanding, the Agreement may be assigned or transferred by a party in the event of a merger, consolidation, or acquisition of such party in accordance with FAR 42.1204, provided the obligations and performance hereunder are not disrupted.

      10.7.   **Severability**. The provisions of this Agreement shall be severable, and if any provision of this Agreement is held or declared to be illegal, invalid, or unenforceable, the remainder of this Agreement, disregarding such illegal, invalid, or unenforceable portion, shall continue in full force and effect as though such void provision had not existed unless the disregarding of such provision frustrates the purpose of this Agreement, in which case this Agreement shall be deemed terminated.

      10.8.   **Force Majeure**. Neither party shall be liable for any delay in performing its obligations under this Agreement, if such delay is caused by circumstances beyond the parties' reasonable control, including without limitation, earthquake, fire, windstorms, labor disputes, or delay of essential materials or services. The delayed party shall promptly notify the other party of the reasons for and the likely duration of the delay, whereupon an extension of time equal to the period of delay shall be granted to the delayed party.

      10.9.   **Survival**. Sections 6, 7, 8, 9, 10 and 11 of this Agreement shall survive termination of this Agreement.

      IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the dates set forth below.

Date:

SOCIALBRIDGE TECHNOLOGIES, INC.

By: _Doug Taylor_

Printed Name: Doug Taylor

Title: President

Date:

CHICAGO HOUSING AUTHORITY (CUSTOMER)

By: _Sheila Johnson_
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Printed Name: Sheila Johnson

Title: Deputy Chief Procurement Officer