

## END-USER APPLICATION SUBSCRIPTION AGREEMENT for ALICE RECEPTIONIST

### WINTech, LLC

## END-USER APPLICATION SUBSCRIPTION AGREEMENT

For

ALICE RECEPTIONIST

This Application Subscription Agreement (the "Agreement") is made by and between WinTech, LLC, a Nevada limited liability company (the "Company"), with business offices located at 11920 Southern Highlands Parkway, Suite 101, Las Vegas, NV 89141 and the undersigned Subscriber (the "Subscriber" and, collectively with the Company, the "Parties" and, each individually, a "Party"). This Agreement shall be effective as of the date of execution by all Parties hereto ("Effective Date").

### RECITALS

WHEREAS, the Company has acquired and maintains substantial and valuable technical knowledge, know-how and experience in an integrated suite of software applications and services allowing subscribers to manage buildings and public spaces and facilitate interaction between building visitors and employees (collectively, the "Application and Services"). The Application and Services are provided by the Company under the trade name "Alice Receptionist" and are described in greater detail on the Company's web site, [www.AliceReceptionist.com](http://www.AliceReceptionist.com) (the "Site"), along with the Company's Privacy Policy on the Site and hereby incorporated by reference into this Agreement.

WHEREAS, Subscriber wishes to utilize the Application and Services by obtaining a nonexclusive, nontransferable License (as defined below) provided by the Company and the Company has agreed to provide such License pursuant to the terms and conditions of this Agreement.

### AGREEMENT

NOW, THEREFORE, in consideration of the premises and the mutual covenants hereinafter set forth, and other good and valuable consideration, the receipt, adequacy, and sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound, agree that each of the Recitals set forth above are true and correct and hereby incorporated into this Agreement by this reference and made as part hereof and hereby further agree as follows:

#### 1. License Grant.

- a. **License to Use Service.** Subject to the terms and conditions set forth herein, the Company hereby grants to Subscriber for the Term (as defined below) a nonexclusive, nontransferable, worldwide license (the "License") to access and use the Application and Services in accordance with this Agreement. All rights not expressly granted to Subscriber in this Agreement and under the License are expressly reserved by the Company. The License granted to Subscriber pursuant to this Agreement will permit use of the Applications and Services solely by the number of Subscriber employees or agents (collectively, the "End-users" and, each individually, an "End-user") specified in the payment summary set forth on Exhibit A attached hereto and incorporated herein by this reference (the "Summary"). The License granted herein is a non-exclusive license to Subscriber and the Company maintains and reserves the right without restriction to further license the use of the Application and Services to any other party.

If there are any conflicts between this Agreement and the Summary, the details in the Summary shall prevail. Subscriber may increase the number of End-users during the Term of this Agreement upon

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written notice to the Company and for an additional prorated fee at the then-current fee rate used by the Company and agreed to by Subscriber. In addition to the foregoing, any Subscriber “Affiliate” may also be added by Subscriber as a registered End-user under this Agreement upon written notice to the Company and for an additional prorated fee at the then-current fee rate used by the Company and agreed to by Subscriber. An “Affiliate”, with respect to either Party, shall mean any entity, including, without limitation, any person, individual, corporation, company, partnership, limited liability company, entity, or group, that, directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with such Party. SUBSCRIBER SHALL BE SOLELY RESPONSIBLE AND LIABLE FOR THE FAILURE OF ANY END-USER OR SUBSCRIBER AFFILIATE TO STRICTLY COMPLY WITH, AND PERFORM THE OBLIGATIONS UNDER, THIS AGREEMENT.

- b. **Limitations on Use.** The License, all content on the Application and Services, the Site and all technology, intellectual property, knowledge, know-how and experience relating thereto (collectively, the “Technology”) is for use only by Subscriber and the End-users. The hosted cloud communication service (the “Cloud Communications Service”), as further described in Section 2(a) below, shall be limited in use and only for calls originating from the Company’s ALICE Receptionist Directory software (the “ARD”), as further described in Section 2(b) below, to the End-users found on the ARD interface. Subscriber’s use of the Cloud Communications Service for any other calls is strictly prohibited, the violation of which shall constitute a breach and default of this Agreement and subject to the rights and remedies of the Company and immediate termination of this Agreement by the Company under Section 9(c) below. Calls originating on the Cloud Communications Service may be limited in duration to prevent excess use of the system by Subscriber and its End-users, as determined by the Company in its sole and absolute discretion. Subscribers that initiate over 1,500 calls or 1,000 text messages over any thirty (30) day period shall be liable for service charges in addition to their standard Subscription Fees. Specifically, a \$20 fee per 500 calls will be charged for each 30-day period in which calls exceed the 1,500 monthly call limit and charged commencing on the first call over each limit. A \$10 fee per 500 text messages will be charged for each 30-day period in which text messages exceed the 1,000 monthly text message limit and charged commencing on the first text message over each limit. As further described in Section 7 below, the Technology may not be decompiled, reverse engineered, disassembled, transferred, distributed, resold, sublicensed, or used to create any derivative works or in any other manner and can only be used in the manner strictly permitted herein. Subscribers may not use any network monitoring or discovery software to determine the Technology’s architecture. Subscriber may not use any robot, spider, other automatic software or device, or manual process to monitor or copy the Technology. Subscriber may not license, sublicense, sell, resell, transfer, assign, distribute or otherwise commercially exploit the Technology, or make available to any non-End-user third party, in any way.
- c. **Duties.** In addition to all other duties and obligations of Subscriber herein, Subscriber agrees that it shall use its best efforts to actively and diligently comply with the terms of this Agreement, including, but not limited to:
  - i. Complying with all laws, rules and regulations applicable to Subscriber and its business, including, without limitation, the use of the Technology;
  - ii. Complying with all written instructions, standards and policies, as may be provided or amended from time to time by the Company in its sole and absolute discretion, for the use and access to the Technology and the Applications and Service;
  - iii. Advising the Company, immediately and in writing, of any complaint, allegation, issue or legal notice served on Subscriber or known by Subscriber which might in anyway affect the Technology as further described in Section 14 below; and
  - iv. Limiting access to, and the use of, the Technology and Applications and Service solely to End-users.

### 2. Service Details.

- a. **ALICE Receptionist Cloud Communication Service.** As part of the Application and Services, the Company offers the Cloud Communications Service that provides Voice over IP (“VoIP”) communications services. Subscribers wishing to utilize the Cloud Communications Service as

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designated in the Summary must make the necessary network accommodations to allow VoIP over SIP communication to flow freely between Subscribers network and the Cloud Communications Service. Subscriber is solely responsible to provide a stable network environment free of network packet loss that is optimized for TCP/ UDP and SIP network traffic.

- b. **ALICE Receptionist Directory & Client Applications.** As part of the Application and Services, the ARD and Client ("ARC") Applications provides a system of managing and communicating with visitors from remote locations. Subscribers who utilize the ARD and ARC applications as designated in the Summary and are current on their subscription status and payments hereunder, will have access to application updates and support based on the subscription level they have chosen as outlined in the Summary.
  - c. **ALICE Receptionist Admin Application.** As part of the Application and Services, the Company offers an Alice Administration application (the "AA Application") that is installed on the Subscribers network and stores content information locally. Subscribers who utilize the AA Application as designated in the Summary and are current on their subscription status and payments hereunder, will have access to application updates and support based on the subscription level they have chosen as outlined in the Summary.
  - d. **ALICE Admin Web Portal.** As part of the Application and Services, the Company offers an Administration Web Portal (the "Portal") for Subscribers who choose to manage content on the cloud. The Company will maintain and update the Admin Web Portal in the manner determined by the Company in its sole and absolute discretion. Subscribers who utilize the Portal as designated in the Summary and are current on their subscription status and payments hereunder, will have access to application updates and support based on the subscription level they have chosen as outlined in the Summary.
  - e. **Identification Scanning and Validation and Visitor Screening.** In the event Subscriber would like to purchase and utilize the Company's Identification Scanning and Validation feature or Visitor Screening feature, the Parties shall execute that certain ID Validation and Screening Application Addendum and which will be attached hereto and constitute part of this Agreement.
  - f. **Professional and Support Services.** During the Term of this Agreement and as further described herein, the Company shall provide maintenance and support services for the Application and Services limited to initial setup, deployment and bugs and errors (collectively, the "Support Services"), which are available at no extra charge to Subscriber. In addition, the Company offers back-end support services ("Professional Services") to certain Subscriber's but only upon the mutual agreement between the Parties. Subscribers wishing to add Professional Services to their License as agreed to by the Company shall incur additional charges calculated at the Company's then-current rates as agreed to by the Subscriber.
3. **Fees and Payments.**
- a. **Subscription Fees.** The fees for the License to use the Company's Application and Services (collectively, the "Subscription Fees"), the payment thereof and related terms are described in detail in the Summary.
  - b. **Increases in Subscription Fees.** End-user Subscription Fees contained in the Summary will be fixed for the length of the Initial Term specified in the Summary. Thereafter, Subscription Fees will be set for each Subsequent Term or new Term at the time of renewal as agreed to between the Company and Subscriber. All pricing terms are confidential, and Subscriber agrees not to disclose them to any third party unless required by law or court order and as further described in Section 7 below.
  - c. **Payment and Billing Information.** Subscriber agrees to provide the Company with complete and accurate billing and contact information in writing at all times. This information includes, without limitation, Subscriber's legal company name, street address, e-mail address, and name and telephone number of an authorized billing contact. All Subscription Fees and all other amounts due and owing

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are payable in U.S. dollars. The Company reserves the right, in its sole and absolute discretion, to determine acceptable methods of payment for the use of the License for the Application and Services.

### 4. Service Level Performance Criteria.

- a. **Service Uptime and Maintenance.** The Company shall provide Subscriber with at least forty-eight (48) hours prior notice of any scheduled maintenance on the Applications and Service and the Company will use commercially reasonable efforts to conduct maintenance only during non-Business Hours (as defined below). In the event the Company is unable to provide forty-eight (48) hours prior notice of any planned outages or known unavailability of the Applications and Service, the Company shall use reasonable good faith efforts to promptly notify Subscriber of any outages or Downtime (as defined in Section 4(c) below) that it anticipates or discovers during the Term of this Agreement. Notwithstanding anything contained herein to the contrary, the Company shall not be responsible or liable for any unplanned outages or unavailability of the Applications and Service or anything excluded from the definition of Downtime below.
- b. **Support Procedures.** Email Support shall be available to Subscriber during the Term of this Agreement on a twenty-four (24) hour basis subject to receipt of notice under the following notice provisions:
  - i. Email: [Support@AliceReceptionist.com](mailto:Support@AliceReceptionist.com)
  - ii. North America: 7:00am – 5:00pm Pacific Time (“PT”) Monday through Friday; call (702) 284-7375, excluding non-Business Days; For purposes of this Agreement, “non-Business Days” shall mean Saturday, Sunday, Nevada state or national holidays or other days on which banks in Nevada are not generally open for business.
  - iii. International: 1:00pm and 12:00am Greenwich Mean Time (“GMT”) Monday through Friday call (001)702-284-7376, excluding non-Business Days;
- c. **Downtime.** Downtime is defined as the inability of most users to access the servers and majority of applications of the Applications and Service as determined by the Company. Specifically excluded from the definition of Downtime are:
  - i. Downtime resulting from Subscriber requests;
  - ii. Network errors outside of the control of the Company or agents of the Company;
  - iii. Planned maintenance announced at least forty-eight (48) hours prior to such maintenance;
  - iv. Maintenance that is performed between 10 pm and 2 am PT (“non-Business Hours”);
  - v. Outages resulting from the actions of Subscriber, its employees and agents other than normal operation of the Site or Applications and Service; and
  - vi. Any other unavailability caused by circumstances beyond the Company’s reasonable control, including, without limitation, acts of God, acts of government, floods, fires, earthquake, civil unrest, acts of terror, strikes or other labor problems (other than those involving the Company’s employees), Internet service provider failures or delays, cloud communication and cloud hosting agents and service providers or denial of service attacks.
- d. **Response Time.** Except for non-Business Days, the Company will use commercially reasonable efforts to respond within 24 hours of the time a critical issue is reported using the notice provisions in Section 4(b) and 48 hours from the time a non-critical issue is reported using the notice provisions in Section 4(b). A critical issue is classified as an issue causing the Applications and Service to be completely non-functional or unable to make calls.



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- e. **Commencement of Services.** The initial launch and subsequent performance of the Applications and Service outlined herein will only commence after execution of this Agreement by all Parties and payment in full of the initial Subscription Fee by Subscriber.
- 5. **WinTech LLC. References to Subscriber.** The Company shall only be permitted and authorized to make references to Subscriber and Subscriber's URL and use Subscriber's designated trademark and logo on the Company's current list of subscribers upon Subscriber's prior written approval. The Company shall only be permitted and authorized to respond to any inquiry regarding whether Subscriber is a licensee and user of the Applications and Service upon Subscriber's prior written approval.
- 6. **Amendments.** The Parties agree that, in order to continually improve the Applications and Service and other Technology, the Company may, from time to time, amend its Applications and Service, Technology, features, functionality, and the Site Terms of Use (the "Terms of Use") in its discretion and will make commercially reasonable efforts to notify Subscribers of said amendments. The notification of such amendments and revisions shall be set forth on the Site and Subscriber is encouraged to continually check the Site and the Site Terms of Use for notices on amendments, revisions, updates and improvements.
- 7. **The Intellectual Property.**
  - a. **Intellectual Property.** For purposes of this Agreement, "Intellectual Property" or "Confidential Information" shall mean any and all information or material of a Party, whether revealed orally, visually, or in tangible or electronic form, that is not generally known to the public, including, without limitation: (i) all commercial, technical, operational, business, corporate and financial information; (ii) information regarding a Party or a Party's customers, employees, contractors, vendors, accounts, partners and affiliates; and (iii) all other information, data, records, documents and materials which a Party deems as confidential and proprietary, whether or not the same is specifically marked or designated as confidential and/or proprietary. Solely with respect to the Company, "Intellectual Property" or "Confidential Information" shall also include, without limitation: (i) the Applications and Service, the Site, pricing terms for the use of the Technology and all other Technology, all intellectual property, trademarks, service marks, trade names, trade secrets, patents, and copyrights (whether proposed, pending or approved or otherwise) and all intellectual property and proprietary information relating to the Technology; (ii) the manufacturing data, techniques, experience, methods, know-how and technical specifications for the production and use of the Technology; (iii) all government approvals, permits and licenses in anyway relating to the Technology; and (iv) all data and content derived from the use of, and access to, the Technology by Subscriber and End-users (other than the Customer Data as defined in Section 8 below). For purposes of this Section 7, the term "Subscriber" includes Subscriber's End-users, principals, employees, officers, directors, shareholders, members, managers, partners, representatives, advisors, consultants, contractors, agents, subsidiaries, and Affiliates. The Company retains all right, title and interest in and to its Intellectual Property and no license (other than the License but only until this Agreement is terminated) or conveyance of rights or joint venture relationship is granted to the Subscriber or any others as a result of the disclosure herein.
  - b. **Ownership of Company Intellectual Property.** Subscriber acknowledges and agrees that the Company owns and/or has the exclusive right to, and shall retain all rights, title and interest in and to, its Intellectual Property and its Intellectual Property constitutes confidential and proprietary information, trade secrets and valuable assets that are of great value and importance to the success of the Company and that the Company has a legitimate need to protect same even if not technically considered to be trade secrets under the law. Subscriber acknowledges (i) that the Intellectual Property obtained from the Company hereunder is commercially valuable proprietary information of the Company, the design and development of which has involved the expenditure of substantial amounts of money and the use of skilled development experts over a long period of time and which affords the Company a commercial advantage over its competitors; (ii) that the Intellectual Property of the Company constitutes trade secrets and confidential business information that is disclosed to

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Subscriber for use on the basis of the confidential relationship between the Company and Subscriber under this Agreement and is to be used only as may be expressly permitted by the terms and conditions of this Agreement; and (iii) that the loss of this competitive advantage due to unauthorized use or disclosure of the Intellectual Property of the Company would cause great injury and harm.

- c. **Confidentiality.** Each Party receiving Intellectual Property (each, the “Receiving Party”) covenants and agrees that it will not divulge, use or publish to others, other than as expressly authorized herein, any Confidential Information obtained from the other Party (each, the “Disclosing Party”). Other than as expressly authorized herein, each Receiving Party shall be fully responsible and liable for, and agrees: (i) to receive, treat, maintain, preserve and safeguard the confidentiality of the Confidential Information of the Disclosing Party and use reasonable efforts (meaning efforts not less than those the Receiving Party employs to protect its own most confidential and proprietary information), to prevent the unauthorized, negligent or inadvertent disclosure or use thereof; (ii) not to copy or reproduce the Confidential Information of the Disclosing Party, in whole or part, in any form except as may be necessary to accomplish the duties and obligations of the Receiving Party hereunder; (iii) not to directly or indirectly use or embody the Confidential Information of the Disclosing Party in any form or manner in the Receiving Party’s business or any of its current or future products, services, or developments unless otherwise as expressly permitted herein; (iv) to limit the dissemination of the Confidential Information of the Disclosing Party to those employees, representatives, attorneys, accountants and other advisors of the Receiving Party, on a need-to-know basis, in order to perform the duties and obligations of the Receiving Party hereunder and the Receiving Party shall be fully responsible for any breach of this Agreement by the same; (v) not to directly or indirectly, disclose, divulge, release, reveal, communicate, disseminate, distribute, publish, provide, give, sell, license or otherwise make available the Confidential Information of the Disclosing Party, in any manner, to any third party; (vi) not to modify, reverse engineer, decompile or disassemble all or any part of the Confidential Information of the Disclosing Party, nor make, have made, use or sell for any purpose any of the Confidential Information of the Disclosing Party or any other product or other item using, incorporating or derived from the Confidential Information of the Disclosing Party; and (vii) to promptly return all originals, copies, extracts, reproductions and summaries of the Confidential Information of the Disclosing Party upon request or immediately upon termination of the Agreement and provide written certification to the Disclosing Party that all notes, memoranda, summaries, analyses, compilations, or other documents, whether in written or electronic form, concerning, containing or generated from the Confidential Information of the Disclosing Party have been destroyed and erased from all computers and electronic devices without retaining, in whole or in part, any copies, extracts or other reproductions thereof (whatever the form or storage medium). Any Confidential Information of the Disclosing Party that is not returned or destroyed including, without limitation, any oral Confidential Information, shall remain subject to the confidentiality obligations in this Agreement. The Receiving Party shall not at any time adopt, or use, or attempt to register with any governmental authority, any product, word or mark that is similar, or bears any resemblance, to a product, trademark, service mark or any other Confidential Information owned or used by the Disclosing Party.
- d. **Exceptions.** The term “Intellectual Property” and “Confidential Information” does not include information that the Receiving Party can document or reasonably demonstrate that (i) is or becomes generally available to the public other than as a result of an unauthorized disclosure by the Receiving Party; (ii) becomes available to the Receiving Party on a non-confidential basis from a source other than the Disclosing Party, provided that such source is not bound by a confidentiality agreement with, or other contractual, legal, or fiduciary obligation of confidentiality to, the Disclosing Party with respect to such information; (iii) is independently developed by the Receiving Party without violating any of the Receiving Party’s obligations under this Agreement for its own existing business operations; (iv) is disclosed by the Receiving Party to others only in accordance with the terms of a prior written authorization of the Disclosing Party; or (v) is rightfully disclosed in response to an order of a court or as otherwise required by law and subject to Section 7(e) below.
- e. **Compelled Disclosure.** In the event the Receiving Party or anyone to whom it transmits the Confidential Information of the Disclosing Party becomes legally compelled to disclose any of the

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Confidential Information of the Disclosing Party, including, without limitation, any End-user of the Subscriber, prior to such disclosure, it will provide the Disclosing Party with advance written notice and a copy of the documents and information relevant to such legal action, so the Disclosing Party may seek a protective order or other appropriate remedy to protect its interests in its Confidential Information, and the Receiving Party shall furnish only that portion of the Confidential Information of the Disclosing Party that it is legally required to furnish. It is further agreed that, if, in the absence of a protective order, the Receiving Party is legally required to disclose the Confidential Information of the Disclosing Party, the Receiving Party may disclose such information without liability hereunder, but the Receiving Party shall not be relieved of any liability hereunder for any previous disclosure by the Receiving Party which was not permitted by this Agreement.

- f. **Injunctive Relief.** In signing this Agreement, each Party gives the other Party assurances that such Party has carefully read and considered all the terms and conditions of this Agreement, including the restraints imposed under this Section 7. Each Party agrees that these restraints are necessary for the reasonable and proper protection of the other Party. Each Party acknowledges that a breach or threatened breach of this Agreement will cause irreparable harm to the other Party that cannot be adequately remedied by an award of monetary damages, be they consequential and/or punitive. Each Party accordingly agrees that in the event of a breach, or a threatened breach, of this Agreement, the non-breaching Party will be entitled to, without having to post a bond or other similar undertaking, injunctive relief, specific performance or other appropriate equitable remedies against such breach or threatened breach, without showing or proving any actual damage sustained by the non-breaching Party, this being in addition to and without prejudice to any other remedy to which the non-breaching Party is entitled at law or in equity. Each Party further agrees that, in the event of any action for an injunction or specific performance in respect of any such threatened or actual breach or violation, it shall not assert that a remedy at law would be adequate. Each Party further agrees that it will be responsible for any damages, claims, liabilities, losses, costs or expenses resulting from, or arising out of such Party's breach or threatened breach of this Agreement including, without limitation, attorneys' fees and litigation costs incurred by the non-breaching Party. Additionally, the Receiving Party agrees to notify the Disclosing Party immediately upon discovery of any unauthorized use or disclosure of the Confidential Information of the Disclosing Party and agrees to cooperate with the Disclosing Party to regain possession of the Confidential Information of the Disclosing Party and to prevent further unauthorized use or disclosure thereof. No failure or delay by a Party in exercising any right, power or privilege hereunder shall operate as a waiver thereof nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power or privilege hereunder.

**8. Subscriber Proprietary Information.**

- a. The Company agrees that it has no rights to, and no liability or responsibility for, the data, documents, information or material that Subscriber submits in the course of using the Applications and Services (collectively, the "Customer Data"). The Company does not store Customer Data except to the extent that is required by the Applications and Service functionality. Solely by way of example, the Company may store End-user information and run data for user activity. The Company will not use or disclose Customer Data except solely in connection with processing such data in the normal course of Subscriber's use of the Applications and Service and as otherwise provided for in this Agreement; provided, however, that the Company may disclose such Customer Data, which includes personally identifying information and End-user activity: (i) in accordance with a judicial or other governmental subpoena, warrant or order; provided that the Company shall comply with any applicable protective order or equivalent and, unless prohibited by law, the Company will employ commercially reasonable efforts to provide Subscriber with prior written notice, so that Subscriber has an opportunity to intervene at its own expense and to protect the confidentiality of its information; (ii) to law enforcement officials and regulators if it reasonably suspects unlawful activity; and (iii) to other Parties that are identified by Subscriber in writing for that purpose.
- b. In the event this Agreement is terminated, the Company has, and hereby reserves, the right to withhold, remove and/or discard any Customer Data. Any requests by Subscriber for the return of

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any Customer Data, if any, within the Company's control shall be made within fourteen (14) days of termination of this Agreement; provided, however, that the Company does not represent, warrant, covenant or guarantee that it can return any or all of the Customer Data as the Company does not store such Customer Data except to the extent required for functionality purposes.

### 9. Term, Suspension, and Termination.

- a. **Term.** Unless terminated earlier pursuant to this Section 9, the initial term ("Initial Term") of this Agreement shall be fixed for the length of the Subscription Term specified and defined in the Summary commencing from the Effective Date. The Initial Term or any Subsequent Term, as applicable, may be extended under this Agreement for subsequent twelve-month (12) periods (each, a "Subsequent Term" and, all Subsequent Terms hereunder and the Initial Term, collectively, the "Term") upon written agreement between the Parties prior to the expiration of such Initial Term or Subsequent Term, as applicable.
- b. **Delinquent Account.** In addition to any other rights and remedies outlined in this Agreement and permitted by law, this Agreement and the License herein may be terminated in the Company's sole and absolute discretion if Subscriber's account is delinquent for a period of thirty (30) days. Delinquent invoices are subject to all expenses and costs of collection. Subscriber will continue to be charged, and shall pay in full all amounts due and owing, for the remainder of the Initial Term or Subsequent Term then in effect for any delinquent accounts. As further described in Section 8 above, Subscriber acknowledges and agrees that the Company has no obligation to retain Customer Data and that such Customer Data, if any, may be irretrievably deleted.
- c. **Termination by Either Party for Any Reason.** Either Party may terminate this Agreement at any time upon thirty (30) Business Days' prior written notice for any reason ("Termination for Convenience"); provided, however, that Subscriber is prohibited from terminating this Agreement while it is curing a breach. If Subscriber terminates this Agreement pursuant to this Section 9(c), Subscriber is not entitled to any refund of Subscription Fees or any other amounts paid to the Company. If the Company terminates this Agreement pursuant to this Section 9(c), Subscriber shall receive a refund equivalent to any unused portion of the Subscription Fees allocable to the remainder of the Initial Term or Subsequent Term then in effect. Any unauthorized access to the Applications and Service, use of Applications and Services, other abuse or impermissible activity of the Company's Applications and Service or any other breach or default by Subscriber hereunder (other than a delinquent account which is governed by Section 9(b)), including, without limitation, a breach of a representation and warranty under Section 10 or a breach or default under Section 7 herein, may result in immediate suspension or termination of this Agreement, the License and the End-user accounts with no refund and without limitation of any other available remedies herein or otherwise permitted by law.
- d. **Remedies Not Limiting.** The remedies provided in this Agreement are in no way limiting of one another or of any other rights and remedies granted to the Company under this Agreement. The Company may choose to, but is not required to, place Subscriber's License and account on suspension in lieu of termination where termination is permitted under the terms of this Agreement or take other appropriate action.
- e. **Survival.** Sections 7 (The Intellectual Property), 8 (Subscriber Proprietary Information), 10 (Representations and Warranties), 11 (Disclaimer of Warranties), 12 (Limitation of Liability), 13 (Indemnification), 14 (Receipt of Confidential Information), and 15 (Additional Miscellaneous Provisions), this Section 9 and those terms or provisions necessary or desirable to accomplish the purposes of the foregoing provisions shall survive termination of this Agreement regardless of the manner in which this Agreement was terminated.

### 10. Representations and Warranties. Each Party represents and warrants to the other Party that:

- i. It has all requisite power and authority to carry on its business, to own or lease its properties and assets, and to enter into and perform this Agreement;
- ii. It has all permits, governmental authorizations, licenses and approvals necessary to conduct its business and in accordance with the law and this Agreement;



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- iii. It has complete power and authority to enter into this Agreement according to its terms and perform its obligations hereunder and this Agreement is a legal, valid and binding obligation of such Party enforceable against such Party in accordance with its terms; and
- iv. The execution and delivery of this Agreement and the performance by such Party of its obligations under this Agreement will not: (i) conflict with or violate any provision of any agreement, contract or document to which such Party is a party; or (ii) violate any law, regulation or order applicable to such Party.

11. **DISCLAIMER OF WARRANTIES.** THE COMPANY WILL MAKE COMMERCIALY REASONABLE EFFORTS TO ENSURE A VIRUS FREE ENVIRONMENT AND A RELIABLE OPERATIONAL SCHEDULE. NOTWITHSTANDING ANYTHING CONTAINED HEREIN TO THE CONTRARY, THE COMPANY DOES NOT REPRESENT OR WARRANT THAT THE APPLICATIONS AND SERVICE, THE CONTENT THEREON, THE SITE AND ALL OTHER TECHNOLOGY WILL BE ERROR-FREE, OR FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. THE APPLICATIONS AND SERVICE, THE CONTENT THEREON, THE SITE AND ALL OTHER TECHNOLOGY ARE PROVIDED ON AN "AS IS, "AS AVAILABLE" BASIS, AND THE COMPANY EXPRESSLY DISCLAIMS ALL WARRANTIES, INCLUDING, WITHOUT LIMITATION, THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT ON ANY OTHER INTELLECTUAL PROPERTY OF THE COMPANY. NOTWITHSTANDING ANYTHING CONTAINED HEREIN TO THE CONTRARY, THE COMPANY DISCLAIMS ALL RESPONSIBILITY FOR, AND IN NO EVENT SHALL BE LIABLE FOR, ANY LOSS, INJURY, CLAIM, LIABILITY, OR DAMAGE OF ANY KIND RESULTING FROM, ARISING OUT OF OR ANY WAY RELATED TO (A) ANY ERRORS IN OR OMISSIONS FROM THE TECHNOLOGY, INCLUDING, BUT NOT LIMITED TO, TECHNICAL INACCURACIES AND TYPOGRAPHICAL ERRORS; (B) THE UNAVAILABILITY OF THE TECHNOLOGY OR ANY PORTION THEREOF; (C) SUBSCRIBER'S OR ANY END-USER'S USE OF THE TECHNOLOGY OR ANY PORTION THEREOF OUTSIDE OF THE MANNER IN WHICH SUCH TECHNOLOGY IS INTENDED AND CREATED TO BE USED; (D) SUBSCRIBER'S USE OF ANY EQUIPMENT OR SOFTWARE IN CONNECTION WITH THE TECHNOLOGY; (E) ANY THIRD PARTY WEB SITES OR CONTENT THEREIN DIRECTLY OR INDIRECTLY ACCESSED THROUGH OR CONTAINED IN THE TECHNOLOGY; OR (F) ANY ISSUES, CLAIMS, OR DEMANDS OF AN END-USER, ALL OF WHICH IS THE SOLE RESPONSIBILITY AND LIABILITY OF SUBSCRIBER.

12. **Limitation of Liability.** NOTWITHSTANDING ANYTHING CONTAINED HEREIN TO THE CONTRARY, NEITHER PARTY SHALL BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE, CONSEQUENTIAL DAMAGES, OR DAMAGES FROM LOST PROFITS WHICH MAY ARISE FROM THE USE (OR LACK THEREOF) OF THE TECHNOLOGY. NOTWITHSTANDING THE FOREGOING, SUCH LIMITATION WILL NOT APPLY TO ANY CLAIMS FOR GROSS NEGLIGENCE, WILLFUL MISCONDUCT, FRAUD, CRIMINAL ACTS OR BREACH OF THE CONFIDENTIALITY PROVISIONS UNDER SECTION 7 HEREIN.

13. **Indemnification.**

- a. Subscriber agrees to indemnify, defend and hold harmless the Company, its officers, directors, employees, agents, licensors, suppliers and any third party information providers to the Applications and Service and other Technology from and against all claims, losses, expenses, damages and costs, including reasonable attorneys' fees (collectively, "Losses"), resulting from or in connection with: (i) any breach of any duty or obligation of Subscriber herein, including, without limitation, Section 1(c) and Section 7; (ii) any breach by Subscriber of any of its warranties and representations under Section 10 and/or any action taken by Subscriber under the Terms of Use; (iii) violation of any applicable laws by Subscriber, its officers, directors, employees, agents, contractors, or affiliates ("Subscriber Responsible Parties"); or (iv) any misuse, loss, damage, corruption, or destruction of the Application and Services by Subscriber Responsible Parties or any breach of security relating to the same.
- b. The Company agrees to indemnify, defend and hold harmless Subscriber, its officers, directors, and employees from and against all Losses resulting from or in connection with: (i) any breach by the Company of any of its warranties and representations under Section 10; (ii) violation of any applicable laws by the Company, its officers, directors, or employees ("Company Responsible Parties"); or (iii)



## END-USER APPLICATION SUBSCRIPTION AGREEMENT for ALICE RECEPTIONIST

subject to Section 14, any infringement of intellectual property rights of any third party relating to the Intellectual Property of the Company; provided, however, that the Company is not liable for any Losses arising under this Subsection 13(b)(iv) to the extent that Subscriber modified the Intellectual Property of the Company, unless such modifications were approved in writing by the Company or the Losses are based on a use for which the applicable Intellectual Property of the Company was not designed.

**14. Infringement of Proprietary Rights.** If any action, claim or suit is threatened, filed or made against the Company, based upon infringement of trademarks, service marks, trade names, trade secrets, patents, copyright or other Intellectual Property of the Company in connection with the Technology, Subscriber shall promptly, and no later than two (2) days from Subscriber becoming aware of such matter, notify the Company in writing of such action, claim or suit. The Company shall, at its own expense, take charge of the defense of any such action through counsel of the Company's selection. Subscriber shall make available to the Company any records, papers or information requested by the Company and/or related to such action, claim or suit and shall cooperate in such defense as reasonably requested by the Company. Subscriber shall notify the Company promptly, and no later than two (2) days from the Company becoming aware of such matter, whenever it shall obtain information that any of the trademarks, service marks, trade names, trade secrets, patents, copyright or other Intellectual Property of the Company are being infringed by any other person.

**15. Additional Miscellaneous Provisions.**

- a. **Governing Law; Jurisdiction; Venue; Attorney's Fees.** This Agreement, the Summary and all amendments, modifications, alterations, exhibits and schedules hereto shall be construed in accordance with, and governed by, the laws of the State of Nevada, without regard to principles of conflicts of law. Subject to Section 15(b), the Parties hereby consent to exclusive venue and jurisdiction for actions concerning or relating to this Agreement in the federal or state courts of Nevada, County of Clark, and agree that such courts shall be on the only courts to have jurisdiction over this Agreement and that any claims arising out of or related in any manner to this Agreement shall be properly brought before such courts. In any action to interpret or enforce this Agreement, the prevailing Party shall be awarded all arbitration costs, court costs and reasonable attorneys' fees it incurs. THE PARTIES HEREBY WAIVE ANY RIGHT EITHER MAY HAVE TO A TRIAL BY JURY IN ANY SUIT, ACTION, PROCEEDING, CLAIM OR COUNTERCLAIM BASED UPON THIS AGREEMENT OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THE PERFORMANCE OF THE OBLIGATIONS HEREUNDER OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER VERBAL OR WRITTEN), OR ACTIONS OF ANY PARTY HERETO.
- b. **Arbitration.** Other than a claim for injunctive relief by a Party under Section 7(f) herein, any other controversy or claim arising out of or relating to this Agreement or the provision of the Applications and Service shall be finally settled by binding arbitration in accordance with the most current commercial arbitration rules of the American Arbitration Association. Any such controversy or claim shall be arbitrated on an individual basis, and shall not be consolidated in any arbitration with any claim or controversy of any other party. The arbitration shall be conducted in Clark County, Nevada, and judgment on the arbitration award may be entered in any court having jurisdiction under Section 15(a). SUBSCRIBER AND THE COMPANY AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN THEIR RESPECTIVE INDIVIDUAL CAPACITY, AND NOT AS A CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING.

SUBSCRIBER INITIALS: BG

COMPANY INITIALS: [Signature]

- c. **Assignments.** This Agreement shall be binding upon and shall be for the benefit of the Company and Subscriber and both Parties' respective legal representatives, and permitted successors and assigns; provided, however, that Subscriber shall not be entitled to assign, sublicense, or delegate this Agreement, in whole or in part, without the Company's express prior written consent, which can be withheld in its sole and absolute discretion. Any attempted assignment, delegation, or assumption of

## END-USER APPLICATION SUBSCRIPTION AGREEMENT for ALICE RECEPTIONIST

this Agreement not in accordance with this Section will be of no force or effect. There are no intended third party beneficiaries to this Agreement.

- d. **Entire Agreement; Waiver; Relationship of the Parties.** This Agreement, the Summary and all amendments, modifications, alterations, exhibits and schedules hereto constitute the entire agreement between the Parties as to the subject matter hereof, and supersede all prior and/or contemporaneous agreements, representations, and understandings between them, whether orally or in writing, except as may be expressly incorporated by reference into this Agreement. No waiver of any provision of this Agreement shall be deemed, or shall constitute, a waiver of any other provision, nor shall any waiver constitute a continuing waiver. No waiver shall be binding unless executed in writing by the Parties. Any failure by either Party, at any time or from time to time, to enforce and require the strict keeping and performance of any of the terms and conditions of this Agreement shall not constitute a waiver of any such terms and conditions at any future time and shall not prevent such Party from insisting on the strict keeping and performance of such terms and conditions at any later time. Nothing contained in this Agreement shall be construed as creating a joint venture, partnership, agency, or employment relationship between the Parties, and neither Party shall have any right to bind the other or incur any obligation on the other's behalf without the other's prior written consent.
- e. **Severability of Terms.** In the event that any term or provision of this Agreement shall be deemed by a court of competent jurisdiction to be overly broad in scope, duration or area of applicability, such court shall have the power, and is hereby directed, to limit such scope, duration or area of applicability, or all of them, so that such term or provision is not overly broad, and to enforce the same as so limited to the maximum extent permitted by law. Subject to the foregoing sentence, in the event any provision of this Agreement shall be held invalid or unenforceable for any reason, such invalidity or unenforceability shall attach only to such provision and shall not affect or render invalid any other provision of this Agreement.
- f. **Notices and Contact Information.** Any demand, notice, or other communication required or permitted hereunder shall be effective if in writing and either delivered by email, deposited in the mail (registered or certified) or delivered to a private express company. Notices must be addressed as follows: (A) if to the Company at the mailing address and email address set forth in the "Contact Us" section of the Site; or (B) if to Subscriber, at the mailing address and email address set forth in the Subscriber registration page. Email notice shall be effective upon confirmation of receipt by the receiving Party. Either Party may change its notice address by providing the other Party with written notice of the change.
- g. **Neutral Construction.** The Parties at arm's-length have jointly drafted this Agreement and each has had ample opportunity to consult with independent legal counsel. No provision or ambiguity in this Agreement shall be resolved against any of them solely by virtue of its participation in the drafting of this Agreement.
- h. **Captions.** The captions or headings of the Sections or other subdivisions hereof are inserted only as a matter of convenience or for reference and shall have no effect on the meaning of the provisions hereof.
- i. **Amendment.** Other than as expressly permitted under Section 6 above or as it relates to the increase or decrease of the number of End-users or addition of an Affiliate, this Agreement shall not be modified or amended except by written instrument signed by authorized representatives of both Parties hereto.
- j. **Counterparts.** This Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original but all of which together shall constitute one and the same instrument. This Agreement may also be executed by way of photocopy, e-mail, electronic, digital, facsimile and/or telephonic transmission counterparts and the same shall have the same force and effect as the originally executed counterparts. This Agreement shall only become effective when duly executed by each Party hereto.

## END-USER APPLICATION SUBSCRIPTION AGREEMENT for ALICE RECEPTIONIST

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed in their respective corporate names, as of the date first set forth above, by their respective duly authorized representatives.

"COMPANY"

Wintech, LLC,  
a Nevada limited liability company

By: Michael Yoder  
Its: CEO

"SUBSCRIBER"

a

Judge Bill Gravell Jr.  
Judge Bill Gravell Jr. (Sep 15, 2020 14:56 CDT)

By: \_\_\_\_\_  
Its: \_\_\_\_\_

END-USER APPLICATION SUBSCRIPTION AGREEMENT FOR ALICE RECEPTIONIST

**Exhibit A**

**Summary**

<b>Pay To:</b>	<b>Subscriber:</b>
WinTech LLC 11920 Southern Highlands Pkwy Ste 101 Las Vegas, NV 89141 (702) 284-7375	Williamson County Attorneys Office 405 M.L.K., Suite 229 Georgetown, Texas , TX 78626 US

Subscription Level: Enterprise  
 Subscription Term: 1 year  
 Subscription Billing Cycle: 1 year  
 Subscription Amount: 4,888.60  
 Billing Method: Invoice  
 Payment Terms: Due On Receipt  
 Subscription Start Date (Est.): 09/15/2020  
 Subscription End Date (Est.): 09/15/2021  
 Subscription Renewal Date (Est.): 09/15/2021

<b>Quantity</b>	<b>Product</b>	<b>Description</b>	<b>Total</b>
1	Enterprise	ALICE Receptionist Enterprise Subscription	4,888.60
5% Government Discount to Subscription Cost + Additional \$800 for Trial Rebate			
			4,888.60

  
Judge Bill Gravell Jr. (Sep 15, 2020 14:56 CDT)

Sep 15, 2020

\_\_\_\_\_  
 Authorized Signer Name                      Authorized Signature                      Date

*This Exhibit is bound to the WINTECH LLC, END-USER APPLICATION SUBSCRIPTION AGREEMENT*









# Agenda Item #27 09.15.2020 Alice Receptionist Enterprise Subscription, Wintech, LLC

Final Audit Report

2020-09-15

Created:	2020-09-15
By:	Kerstin Hancock (khancock@wilco.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAArH9fssd9QnqpkAwyDAkE-Tsud_kvetmn

## "Agenda Item #27 09.15.2020 Alice Receptionist Enterprise Subscription, Wintech, LLC" History

-  Document created by Kerstin Hancock (khancock@wilco.org)  
2020-09-15 - 7:10:30 PM GMT- IP address: 66.76.4.65
-  Document emailed to aschiele@wilco.org for delegation  
2020-09-15 - 7:14:29 PM GMT
-  Email viewed by aschiele@wilco.org  
2020-09-15 - 7:15:10 PM GMT- IP address: 104.47.65.254
-  Document signing delegated to Judge Bill Gravell Jr. (bgravell@wilco.org) by aschiele@wilco.org  
2020-09-15 - 7:15:26 PM GMT- IP address: 66.76.4.65
-  Document emailed to Judge Bill Gravell Jr. (bgravell@wilco.org) for signature  
2020-09-15 - 7:15:27 PM GMT
-  Email viewed by Judge Bill Gravell Jr. (bgravell@wilco.org)  
2020-09-15 - 7:56:32 PM GMT- IP address: 104.47.64.254
-  Document e-signed by Judge Bill Gravell Jr. (bgravell@wilco.org)  
Signature Date: 2020-09-15 - 7:57:00 PM GMT - Time Source: server- IP address: 66.76.4.65
-  Signed document emailed to Judge Bill Gravell Jr. (bgravell@wilco.org), Kerstin Hancock (khancock@wilco.org), becky.pruitt@wilco.org, and aschiele@wilco.org  
2020-09-15 - 7:57:00 PM GMT

