



## MASTER LICENSE AGREEMENT

THIS MASTER LICENSE AGREEMENT is made and entered into by and between ONR APPLICATIONS, INC (“ONR”), with a principal address of 370 NE 75 St. , Miami 33138 and your community association (“Licensee”).

**WHEREAS**, ONR is in the business of providing web-based property-management software subscriptions and related services to residential buildings, homeowner associations as well as those residential entities’ tenants, guests, and employees.

**WHEREAS:**

- (A) This Agreement is a license agreement and not an agreement for the sale of software or services.
- (B) This Agreement gives Licensee limited rights to use the Software and Related Materials described below and imposes upon Licensee certain obligations to protect the Software and Related Materials from unauthorized use, reproduction, distribution, or publication.

**NOW THEREFORE** in consideration of the mutual covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. **DEFINITIONS.** In this Agreement the following words and phrases shall have the following respective meanings, unless the context otherwise requires:
  - (a) **"Confidential Information"** means proprietary material or information belonging to Licensor, or to any third party to which Licensor owes a duty to maintain confidentiality, directly or indirectly placed by Licensor, or by third parties to which Licensor is related, into the possession of Licensee which material or information is not generally available to or used by others (except other persons whom Licensor has granted licenses of the Software and Related Materials or part thereof) or the utility or value of which is not generally known or recognized as standard practice, whether or not the underlying details are in the public domain, and includes, without limitation, all business information, computer software and computer technology, whether patentable or not, which is acquired by or on behalf of Licensee from time to time and which, owing to the relationship between Licensor and Licensee, may become known to Licensee;

- (b) “**Control**” means the power, directly or indirectly, to direct, or to cause the direction of, the management and policies of an entity, whether through ownership of voting securities or equity interests, through common directors, trustees or officers, by contract or otherwise.
- (c) “**Copyrights**” shall refer to those copyrights or copyright registrations for the Software or the Software and Related Materials and shall include future copyrights belonging to Licensor or any third party related to Licensor for improvements and modifications thereof and applications by Licensor for registration of copyrights for improvements and modifications thereof;
- (d) “**User Data**” means all data or information submitted, uploaded, imported, processed through, collected from, made available by, produced by or resulting from Licensee’s use of the Purchased Services.
- (e) “**Enhancements**” means changes and/or improvements to the Software, whether arising out of the particular Software configuration for the specific use of Licensee or otherwise;
- (f) “**Errors**” means, with regard to the Software, incorrect source code or object code or anything not in agreement with published Specifications or requested modifications;
- (g) “**Intellectual Property Rights**” means any and all intellectual property rights throughout the world, including, without limitation, any and all patents, copyrights, trademarks, applications for any of the foregoing, trade secret rights, moral rights, unregistered design rights, rights to know-how, inventions, and algorithms, and any and all similar or equivalent rights throughout the world.
- (h) “**KnowHow**” includes all technology, source code, object code, local area network manager code, technical information, procedures, processes, trade secrets, methods, practices, techniques, information, logic/flow charts, sketches, drawings, Specifications, application and modification manuals and data relating to the design, manufacture, production, inspection, and testing of the Software, which are from time to time in Licensor's possession;
- (i) “**Manuals**” means the programmer's manuals, the technical manuals and the user manuals and other similar documentation;
- (j) “**Modifications**” means Enhancements and/or correction of Errors. Modifications shall be deemed to have been accepted by Licensee upon the lapse of sixty (30) days following the successful installation of any Modifications unless Licensee notifies Licensor in writing prior to the lapse of such period that the Modifications in question do not conform to Specifications;

(k) **"Related Materials"** means all of the printed materials, user documentation, training documentation and confidential activation code for the Software supplied by Licensor to Licensee, and includes the Manuals;

(l) **"Subscription Term"** means the term of authorized use of the Subscription Service established and governed by the Master Subscription Agreement term. All Subscription Terms, regardless of order execution date, will be eligible for renewal within the dates and terms established by the MSA.

(m) **"Software"**, which includes the Know-How and, unless otherwise hereinafter set out to the contrary, any Modifications, is described in Schedule "A" herein and includes all actual copies of all or any portion of the computer or web programs and mobile applications delivered by Licensor to Licensee, inclusive of backups, updates and merged copies either permitted by this Agreement or supplied subsequently by Licensor or any party related to Licensor; and

(n) **"Specifications"** means the functional performance parameters of the Software.

(o) **"Users"** means individuals who are authorized by Licensee to use the Subscription Services, and who have been supplied with user identifications and passwords by Licensee (or by ONR at Licensee's request). Users may include Licensee's employees and any on-site contract employees who perform services solely under the direction of Licensee and solely for or on behalf of Licensee from its offices or facilities. Under no circumstances do Users include any consultants, or contractors of Licensee or any third parties.

2. **GRANT OF LICENSE AND RESERVATION OF OWNERSHIP** . Licensor hereby grants to Licensee a personal, non-exclusive, non-transferable license to use the Software and Related Materials at the site and app referred to in Schedule "A" attached hereto and otherwise pursuant to the terms of this Agreement. Licensor retains title and exclusive ownership of any and all copies of the Software and Related Materials licensed hereby. Licensee agrees to use its best efforts to protect the Software and Related Materials from unauthorized use, reproduction, distribution, or publication.
3. **Term**. The license granted by this Agreement is for a **1 Year** period starting from the date of execution of this Agreement by both parties. The Agreement shall renew automatically yearly in perpetuity. Either party may terminate this agreement by giving the other party a written notice of non-renewal 60 days prior to the termination date. The parties agree that all provisions set out in this Agreement for the protection of Licensor and its Copyrights shall remain in force notwithstanding termination of this Agreement.

4. **TRANSACTION FEES.** These are the transaction fees incurred per transaction:

PAYMENT METHOD	VARIABLE (%)	FIXED (\$)	CAP (\$)
ACH	0.08	0	4.5
Credit Card	2.9	0.3	No Cap

5. **CONVENIENCE FEES.** These are the convenience fees generated per transaction:

VALUE (\$)	CONVENIENCE FEE
1.00 - 9.99	5%
10.00 - 29.99	2.5%
30.00 - 99.99	1.15%
100 +	\$ 1.50

6. **FEATURE MATRIX**

FEATURE	ONR Essentials	ONR Professional	ONR Unlimited
Community Website	X	X	X
Community Feed	X	X	X
Notices Documents	X	X	X
Payments	X	X	X
Lost & found	X	X	X
Classifieds	X	X	X
Notifications (SMS, Email & in-app)	X	X	X
Votes, Surveys & Ratings	X	X	X
Service Requests		X	X
Feedback and Suggestions		X	X
Amenity Reservations		X	X
Community Calendar		X	X
Approved Vendor Directory		X	X
All ONR ADD-ONSs			X
Premier Support			X

## ADD-ONS

ADD-ON
ONR PLUS
ONR Front Desk
ONR Receiving

## EXTENSION – YEARLY SUBSCRIPTIONS

ADD-ON
ONR Bespoke
ONR White Labe

\*ONR Bespoke enables association specific branding on app and other digital assets

## ADDITIONAL PROFESSIONAL SERVICES – PER EVENT PRICING

ASSOCIATIONS
Election Monitoring Services
ONR Managed Election Service
Virtual Meeting Hosting

7. **SUPPORT SLAs.** Description of service availability hours and support request response targets

## SUPPORT REQUESTS

Severity	Affected Audience.	Response	Target Resolution
Outage	100%	1 hour	Up to 4 hours
Critical	20%-99%	1 hour	Up to 1 Business Day
Urgent	2 or More Users	2 hours	Up to 2 Business Day
Isolated Incident	Single User	4 hours	Up to 3 Business Day

## **SERVICE AVAILABILITY FOR NON-SUPPORT RELATED REQUESTS**

- Business Hours support: 9:00 A.M. to 6:00 PM EST. Monday – Friday
8. **OPTIONAL FEES AND PAID SERVICES.** As set forth in Section 24, Licensor may offer/include additional services for an additional fee. If Licensee wishes to use those paid services, Licensee may opt-in or notify Licensor, as applicable, and Licensee agrees to pay the additional fee set forth by Licensor for such services. These additional paid services will be subject to this Agreement and the User Agreement (incorporated here by reference under Section 26). Some of the paid services may also be subject to additional terms (“Additional Terms”), which will be available for Licensee’s review before consenting. In accordance with Section 24, Licensee’s election to use paid services and the corresponding obligation to pay the additional fees shall be deemed to form a part of this Agreement upon Licensee’s consent to pay for and use the corresponding service.
  9. **ADJUSTMENT TO FEES.** ONR reserves the right to increase its license and optional fees by providing the Licensee with written notice of such price increase delivered not less than 75 days prior to the expiration of the initial period or any renewal period as established by Section 3 of this Agreement.
  10. **SPECIAL EXCLUSION.** Adjustment to Fees Outside of ONR Control. From time to time, regulatory, tax, industry-mandated, vendor-specific or other charges or fees impacting products and services provided by ONR may change, requiring ONR to include new charges or fees in monthly invoices to Licensors in order to continue providing services. These charges and fees may take place at any time and ONR reserves the right to pass these fees along to Licensor as they occur. ONR will make commercially reasonable efforts to communicate fee changes in advance in a timely manner.
  11. **Cancellation/Refund Policy**  
Licensee may not cancel the subscription except by giving the non-renewal notice of Section 3 and termination will only be effective after the corresponding 1-year period or any automatic 1-year renewal period elapses.
  12. **Copyrights.**
    - (a) The Software and Related Materials are owned by Licensor and are protected by U.S. copyright laws and applicable international treaties and/or conventions. Without limiting the prohibition on assignment contained elsewhere in this Agreement, Licensee acknowledges that its rights to use the Software and Related Materials are personal to Licensee. Licensee, therefore, covenants not to permit the use of the Software and Related Materials by unauthorized persons and to use

its best efforts to prevent the exportation of the Software and Related Materials or any portion thereof into any country which does not have copyright laws that will protect Licensor's Copyrights.

- (b) Licensor, at its own expense, will defend and indemnify Licensee from all claims that the Software and Related Materials infringe upon a United States copyright, provided that Licensee gives Licensor prompt written notice of such claims and permit Licensor to defend or settle the claims and provides Licensor with all reasonable co-operation and further provided that Licensor shall not be required to defend and indemnify Licensee from infringement claims resulting from Modifications by Licensee.
- (c) As to any Software and Related Materials which are or in the opinion of Licensor may become subject to a claim of infringement, Licensor, at its option, will obtain the right for Licensee to continue using the Software and Related Materials or replace or modify the Software and Related Materials so as to make it non-infringing. If none of the aforementioned alternatives are available on commercially reasonable terms, then Licensee agrees to return the Software and Related Materials to Licensor upon Licensor's written request and Licensor shall, upon return, refund to Licensee all license fees paid by Licensee to Licensor, and Licensor shall have no other or further liability to Licensee. Licensee acknowledges that the remedies set out in paragraph 6 hereof constitute the sole and exclusive remedy of Licensee for copyright infringement.

13. **Permitted Uses of the Software and Related Materials.** As each configuration of central processing units and/or networked systems may be unique, Licensee agrees to conform Licensee's use of the Software to the particular Software configuration licensed by Licensor to Licensee. Said configuration is incorporated into this license agreement by reference, inclusive of Modifications created or approved by Licensor.

14. **Uses Not Permitted.** Licensee covenants and agrees that it will not:

- (a) Whether in whole or in part, sell, rent, lease, sublease, license, sublicense, lend, time-share, transfer, assign or provide the use of or access to the Software and Related Materials, or any portion thereof, to unlicensed persons;
- (b) Assign, mortgage, charge or otherwise encumber either the Software and Related Materials or its rights under this Agreement.
- (c) Reverse engineer, decompile or disassemble the Software.
- (d) Alter, modify or create any derivative works of the Software and Related Materials or any portion thereof.
- (e) Make additional copies of the Software and Related Materials or any portion thereof.
- (f) Obscure or remove any copyright or trademark notices.

15. **Assignment.** Without limiting anything contained elsewhere in this Agreement, Licensee shall not assign this Agreement or any rights herein without the prior written consent of Licensor, which consent may be arbitrarily withheld. Any purported assignment without Licensor's consent shall be deemed to be null and void.
16. **Updates.** Provided that Licensee is in compliance with the terms and conditions of this Agreement, Licensor agrees to make available to Licensee all updates, improvements, Modifications, and Enhancements for the Software ("Updates"), if any, at Licensor's then-current update fee, which fee is currently **\$0 (Zero)** per update Licensee agrees that Licensor can perform Updates to the site and app without previous notification to Licensee. Nothing herein shall be construed or interpreted as requiring Licensor to develop any such updates, improvements, or enhancements.
17. **Limited Warranty.**
  - (a) Licensor warrants that the Software will substantially conform to the Related Materials for a period of one (1) year from the date of receipt by the Licensee.
  - (b) During the warranty period, Licensor's entire liability and Licensee's exclusive remedy shall, at Licensor's option, be one of the following:
    - (i) Licensor may attempt to correct or work around Errors;
    - (ii) Licensor may replace the Software and Related Materials;
    - (iii) Licensor may refund to Licensee the license fees paid to Licensor
  - (c) LICENSOR'S WARRANTIES ARE SET FORTH IN THE END USER AGREEMENT, WHICH IS INCORPORATED BY REFERENCE, AS PROVIDED IN PARAGRAPH 27 OF THIS AGREEMENT.
18. **Confidentiality.** All Confidential Information, including the KnowHow, shall be treated as confidential by Licensee and shall be used solely to enable Licensee to use the Software in accordance with this Agreement. Nothing contained herein shall prevent Licensee from making disclosure of any of the Confidential Information to any employee of Licensee for the sole purpose of utilizing the Software and Related Materials in accordance with this Agreement, provided that Licensee shall obtain from each employee to whom such disclosure is made a covenant of non-disclosure.
19. **No Implied Waiver.** No failure or delay by Licensor in enforcing any right or remedy in this Agreement shall be construed as a waiver of any future exercise of such right or remedy by Licensor.
20. **Conflict of Documents.** Any conflict between the terms of this Agreement and any



purchase order or other document, such as the User Agreement, in relation to the license granted hereby shall be resolved in favor of the terms of this Agreement.

21. **Equitable Relief.** Licensee acknowledges that any breach by it of any of the terms of this Agreement is likely to result in irreparable harm or damage to Licensor and that, in the event of such breach, in addition to any and all remedies at law, Licensor shall have the right to obtain an injunction, specific performance or other equitable relief to prevent the continuous violation of the terms of this Agreement.
22. **Entire Agreement.** This Agreement, together with its references to the User Agreement, the Privacy Policy, and, when applicable, the Additional Terms, constitute the sole and entire agreement between the parties and supersedes any previous agreements, understandings, and arrangements between the parties relating to the Software and Related Materials. Any amendments to this Agreement are enforceable only if in writing and signed by each of the parties. For the avoidance of doubts, the User Agreement and the Privacy Policy may be modified as set forth in those agreements. Licensee's election to use paid services and the corresponding obligation to pay the additional fees shall be deemed to form a part of this Agreement upon Licensee's consent to use the corresponding service.
23. **Severability.** If any portion of this Agreement is deemed by any court of competent jurisdiction to be illegal or unenforceable, then the remaining provisions of this Agreement shall remain in full force and effect notwithstanding.
24. **Execution.** This Agreement has been executed by an authorized signatory duly entitled to bind the party on behalf of which he or she has executed this Agreement.
25. **Collection Fees.** Licensee shall reimburse ONR for all reasonable costs incurred in collecting any overdue payments and related interest, including reasonable attorneys' fees, legal costs, court costs, and collection agency fees.
26. **Special Conditions and Paid or Free Additional Services:**
  - (a) During the duration of Licensee's subscription, Licensor may, at its discretion, add additional functions, services and Modifications to the site and app, without any additional fee. Likewise, Licensor may delete or stop offering any of these services.
  - (b) Licensor may also offer to Licensee additional functions, services and Modifications subject to an additional fee and subject to Licensees' consent, subject to Section 4. Likewise, Licensor may delete or stop offering any of these services.
27. **Privacy Policy.** Licensor's Privacy Policy, available online here <https://www.onrapp.com/privacy-policy>, is hereby incorporated by reference. Licensee represents and acknowledges that it has carefully reviewed the Privacy Policy and accepted its terms. Specifically, under the terms and conditions of Licensor's Privacy

Policy and applicable laws, Licensee agrees that Licensor may use, and/or transfer the Licensee's and users non-personal aggregated data to third parties.

28. **User Agreement.** Licensor's Terms of Use, available online, is hereby incorporated by reference. Licensee represents and acknowledges that it has carefully reviewed the Terms of Use and accepted its terms as applicable to Licensee.

29. **WARRANTIES AND DISCLAIMERS.**

(a) By Licensee. Licensee hereby represents to ONR as follows:

- (i) **Organization and Validity.** Licensee is duly organized, validly existing, and in good standing under the laws of the jurisdiction of its organization, and this Agreement has been duly authorized by all necessary corporate (or other entity) action. This Agreement is the legal, valid, and binding obligation of Licensee, enforceable against Licensee in accordance with its terms.
- (ii) **Compliance with Laws.** Licensee and/or the property owner which it services, and not ONR, are responsible for complying with all laws, rules, regulations, ordinances, and codes that are applicable to accessing and using the Software, including, without limitation, **Fla. Stat. §§718.101, et seq., 719.101, et seq., 720.301, et seq., 721.01, or et seq., 723.001 et seq.** **By entering into this Agreement, ONR is exclusively a Licensor of the Software and not an agent, partner, employee, or joint venturer with Licensee or the property owner using the Services.**
- (iii) **Additional Representations.** If Licensee is not the property owner using the Software but manages the properties on behalf of the property owner, then Licensee warrants that it is the duly authorized agent of the property owner for each property specified in each Agreement and has the authority pursuant to the grant of agency by the property owner for each property to do the following: (1) execute this Agreement, (2) agree to, and to observe and perform, the terms and conditions of this Agreement, and (3) pay any and all fees and other charges under this Agreement.

(b) By Licensor. ONR hereby represents and warrants to Licensee as follows:

- (i) **Organization and Validity.** ONR is duly organized, validly existing, and in good standing under applicable laws, and this Agreement has been duly authorized by all necessary corporate action. This Agreement is the legal, valid, and binding obligation of ONR, enforceable against ONR in accordance with its terms.
- (ii) **Compliance with Laws.** ONR will comply with all laws, rules, regulations, ordinances, and codes that are applicable to providing the Software.

30. **DISCLAIMER OF WARRANTIES.** EXCEPT FOR THE WARRANTIES EXPRESSLY STATED IN THIS AGREEMENT, ONR MAKES NO REPRESENTATIONS, WARRANTIES OR AGREEMENTS WITH RESPECT TO THE PURCHASED SERVICES, AND ONR SPECIFICALLY DISCLAIMS AND EXCLUDES, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, ANY AND ALL WARRANTIES OF ANY KIND, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES, WARRANTIES ARISING UNDER STATUTE, WARRANTIES OF MERCHANTABILITY, ACCURACY, TITLE, NON-INFRINGEMENT AND FITNESS FOR A PARTICULAR PURPOSE, OR ANY WARRANTIES ARISING FROM USAGE OR TRADE, COURSE OF DEALING OR COURSE OF PERFORMANCE. ONR SPECIFICALLY DOES NOT WARRANT THAT THE PURCHASED SERVICES WILL MEET THE REQUIREMENTS OF LICENSEE OR THAT THEY WILL BE ACCURATE OR OPERATE WITHOUT INTERRUPTION OR ERROR. THE PURCHASED SERVICES AS DELIVERED ARE NOT GUARANTEED TO MEET ALL OF LICENSEE'S ACTUAL OR STATED REQUIREMENTS AND ONR MAKES NO REPRESENTATIONS OR WARRANTIES REGARDING, WITHOUT LIMITATION, THE SECURITY, INTEGRITY, EFFICIENCY OR CAPABILITIES OF THE PURCHASED SERVICES AND LICENSEE ACKNOWLEDGES THAT LICENSEE IS SOLELY RESPONSIBLE FOR ALL DECISIONS IT MAKES WITH REGARDS TO OPERATION OF ITS BUSINESS AND OPERATIONS. LICENSEE ACKNOWLEDGES THAT IN ENTERING INTO THIS AGREEMENT IT HAS NOT RELIED ON ANY PROMISE, REPRESENTATION OR WARRANTY NOT EXPRESSLY SET FORTH HEREIN.
31. **LIMITATION OF LIABILITY.** THE CUMULATIVE, AGGREGATE LIABILITY OF ONR TO LICENSEE FOR ALL CLAIMS ARISING OUT OF OR RELATED TO THIS AGREEMENT WILL NOT EXCEED THE AMOUNTS PAID OR PAYABLE BY LICENSEE TO ONR HEREUNDER FOR THE SIX-MONTH PERIOD IMMEDIATELY PRIOR TO THE EVENT GIVING RISE TO THE CLAIM. NOTWITHSTANDING THE FOREGOING, IN NO EVENT WILL ONR BE LIABLE TO LICENSEE FOR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL, INDIRECT OR PUNITIVE DAMAGES ARISING IN ANY WAY OUT OF OR RELATED TO THIS AGREEMENT OR ANY ORDER FORMS HEREUNDER, INCLUDING, WITHOUT LIMITATION, ANY DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOST REVENUE, LOSS OF USE, LOSS OF DATA, COSTS OF RECREATING LOST DATA, THE COST OF ANY SUBSTITUTE EQUIPMENT, PROGRAM, OR DATA, OR CLAIMS BY ANY THIRD PARTY. THE EXISTENCE OF MORE THAN ONE CLAIM WILL NOT ENLARGE OR EXTEND THESE LIMITS.
32. **Termination for Material Breach.** In the event that: (i) either Party commits any material breach of any of the representations, warranties, covenants, of obligations contained in this Agreement and (ii) such material breach is not cured within 60 days (or within five days with respect to a failure to make any payment required hereunder) after

the non-breaching Party gives to the breaching Party written notice of such material breach, then the non-breaching Party will be entitled to terminate this Agreement immediately upon written notice thereof to the breaching Party.

33. **Bankruptcy.** In the event that either Party: (i) voluntarily or involuntarily becomes the subject of a petition in bankruptcy or of any proceeding relating to insolvency, receivership, liquidation, or composition for the benefit of creditors that is not dismissed or discharged within 60 days after being commenced; (ii) admits in writing its inability to pay its debts generally as they become due (or takes any corporate action tantamount to such admission); (iii) makes an assignment for the benefit of its creditors; or (iv) ceases to do business as a going concern; then in any such instance, the other Party will be entitled to terminate this Agreement immediately upon written notice thereof to the first Party.
34. **Rights and Remedies upon Termination.** In the event of any termination pursuant to either Section 30 (Termination for Material Breach) or Section 31 (Bankruptcy), then the terminating Party will be entitled to all other rights and remedies which such Party may have under this Agreement and under applicable law.
35. **Data Backup.** ONR has no obligation to backup or archive any Licensee or its User Data. Licensee shall at all times, be solely responsible for ensuring that it has a copy of any User data (or portions thereof) that it may need for its ongoing operations outside of the ONR Software.
36. **Entire Agreement.** This Agreement (including the ONR Privacy Policy and ONR Terms of Use as well as any exhibits hereto are incorporated herein by this reference) and any other documents expressly contemplated hereby constitute the entire agreement between the Parties with respect to the subject matter hereof. This Agreement supersedes all prior written or oral agreements, communications, and understandings between the Parties with respect to the subject matter hereof. This Agreement is executed in English and no translation of this Agreement will have any effect on the interpretation hereof.
37. **Amendment.** Neither this Agreement nor ONR Privacy Policy or ONR Terms of Use may be amended, modified, or supplemented orally. This Agreement nor ONR Privacy Policy and ONR Terms of Use may only be amended, modified, or supplemented by an instrument in writing specifically mentioning this Agreement and signed by both Parties.
38. **Waiver.** No waiver of any provision of this Agreement is effective unless in writing and signed by the Party against whom such waiver is sought to be enforced. No failure or delay by either Party in exercising any right, power, or remedy under this Agreement will operate as a waiver of any such right, power, or remedy. The expressed waiver of any right or default hereunder will be effective only in the instance given and will not operate as or imply a waiver of any similar right or default on any subsequent occasion.

39. **Notices.** Any notice, demand, request, or other communication required or permitted to be given under this Agreement must be made in writing, properly addressed to the Party to receive notice at the address set forth on the signature page hereof or at such other address for notice as such Party may hereafter designate by written notice to the other Party given in the manner provided herein, and will be deemed given and received: (i) upon receipt if personally delivered; (ii) on the next business day after delivery to a nationally-recognized overnight courier service; (iii) on the third business day after deposit with the U.S. Postal Service if sent by certified or registered mail, return receipt requested, postage prepaid; or (iv) to the extent applicable, by such other method as may be expressly permitted in this Agreement for certain communications.
40. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which is deemed an original, and all of which together constitute one and the same instrument. The Parties agree that a facsimile or pdf of a signed counterpart is as effective and has the same force and effect as the original thereof.
41. **DISPUTE RESOLUTION AND CLASS ACTION WAIVER.** Any dispute, controversy or claim arising out of or relating in any way to the agreement including without limitation any dispute concerning the construction, validity, interpretation, enforceability or breach of the agreement, whether a claim or dispute must be arbitrated including the validity and scope of this arbitration clause, shall be exclusively resolved by binding arbitration upon a Party's submission of the dispute to arbitration.

LICENSEE EXPRESSLY AGREE THAT THE EXCLUSIVE DISPUTE RESOLUTION MECHANISM AND VENUE FOR ANY CLAIM, SUIT OR ACTION ARISING OUT OF OR RELATING TO THESE TERMS AND CONDITIONS OR YOUR USE OF THE PROGRAM OR SITE SHALL BE DETERMINED BY FINAL AND BINDING ARBITRATION ADMINISTERED BY THE AMERICAN ARBITRATION ASSOCIATION ("AAA") UNDER ITS COMMERCIAL ARBITRATION RULES AND MEDIATION PROCEDURES ("COMMERCIAL RULES"). EACH ARBITRATION SHALL BE CONDUCTED ON AN INDIVIDUAL BASIS, RATHER THAN BY WAY OF JURY TRIALS, CLASS ACTIONS, CONSOLIDATED, OR REPRESENTATIVE ACTIONS. ANY ARBITRAL AWARD DETERMINATION SHALL BE FINAL AND BINDING UPON THE PARTIES. IF FOR ANY REASON A CLAIM PROCEEDS IN COURT RATHER THAN IN ARBITRATION WE EACH WAIVE ANY RIGHT TO A JURY TRIAL. THE FEDERAL ARBITRATION ACT AND FEDERAL ARBITRATION LAW APPLY TO THIS AGREEMENT.

In the event of a dispute, controversy or claim arising out of or relating in any way to the agreement, the complaining Party shall notify the other Party in writing thereof. Within thirty (30) days of such notice, representatives of both Parties shall meet at an agreed location to attempt to resolve the dispute in good faith. Should the dispute not be resolved within thirty (30) days after such notice, the complaining Party shall seek remedies exclusively through arbitration. The demand for arbitration shall be made within a

reasonable time after the claim, dispute or other matter in question has arisen, and in no event shall it be made after one year from when the aggrieved party knew or should have known of the controversy, claim, dispute or breach. This agreement to arbitrate shall be specifically enforceable. A Party may apply to any court with jurisdiction for interim or conservatory relief, including without limitation a proceeding to compel arbitration.

The arbitration shall be conducted by three arbitrators. Parties shall select the arbitrators in accordance with the terms of this agreement. For three arbitrators, each party shall select an arbitrator within ten days of commencement of the arbitration who shall serve as a neutral arbitrator and the two designated arbitrators shall select a third neutral arbitrator within twenty days of their selection of the parties cannot agree on a third arbitrator. If the two arbitrators cannot agree on selection of a third arbitrator within twenty days of their appointment, AAA shall select such arbitrator in accordance with the terms of this agreement. The arbitrators shall have served as an arbitrator at least three times prior to their service as an arbitrator in this arbitration. The arbitration shall be conducted in accordance with [the then existing Commercial Rules of the AAA. It is the intent of the parties that, barring extraordinary circumstances, arbitration proceedings will be concluded within one hundred and twenty days from the date the arbitrators are appointed. The arbitrators may extend this time limit in the interests of justice. Failure to adhere to this time limit shall not constitute a basis for challenging the award.

The arbitration shall be conducted in Miami, Florida. The laws of the State of Florida shall be applied in any arbitration proceedings, without regard to principles of conflict of laws.

Except as may be required by law, neither a party nor its representatives may disclose the existence, content, or results of any arbitration hereunder without the prior written consent of all parties.

The Parties shall not be entitled to discovery in the arbitration except that any Party shall be entitled to request no more than 500 pages of documents and to take three depositions not to exceed eight hours for each such deposition. Any Party shall be entitled to depose any expert who will testify in the arbitration proceeding but shall pay the regular hourly rate of such expert during such deposition. In addition to the foregoing, any Party shall be entitled to take the deposition of a witness who will testify at the arbitration but who is unavailable to testify at the hearing to preserve such witness' testimony for the arbitration hearing. The Parties shall exchange a copy of all exhibits for the arbitration hearing and shall identify each witness who will testify at the arbitration, with a summary of the anticipated testimony of such witness twenty days before the arbitration hearing.

The arbitrators shall have no authority to award punitive/consequential/special/ indirect damages. The arbitrators shall be entitled to issue injunctive and other equitable relief. The arbitrators shall award interest from the time of the breach to the time of award at the rate of 8% per annum.

Each party shall bear the cost of the arbitration proceeding and any proceeding in court to confirm or to vacate any arbitration award, as applicable (including, each party's respective attorney's fees and costs). It is specifically understood and agreed that any party may enforce any award rendered pursuant to the arbitration provisions of this Section by bringing suit in any court of competent jurisdiction. Each party shall pay its own proportionate share of arbitrator fees and expenses plus the fees and expenses of the arbitrator it designated and the arbitration fees and expenses of AAA, and in equal part, the fees of the third arbitrator. **ONR WILL BE ENTITLED TO RECOVER ITS ARBITRATION COSTS, INCLUDING REASONABLE ATTORNEYS' FEES.** This Section shall survive the termination or cancellation of this Agreement.

42. **CONTACT US.** If you have any questions or concerns or wish to direct a notice, you may contact us via the following methods:

Via Certified Mail at:

ONR Applications, LLC  
Attn: Alan Gucovschi  
370 NE 75 St.  
Miami, FL, 33138

OR

Via email at: [hello@onrapp.com](mailto:hello@onrapp.com)