CREWSENSE SOFTWARE AS A SERVICE AGREEMENT

THIS AGREEMENT is entered into as of <u>March 7, 2019</u> ("Effective Date") by and between:

CallBack Staffing Staffing Solutions, LLC ("CREWSENSE"), with offices at 1867 Williams HWY #211, Grants Pass, OR 97526 and

with offices at:

("SUBSCRIBER").

WHEREAS, SUBSCRIBER wishes to receive software as a service with respect to its labor scheduling requirements, and CREWSENSE desires to provide this service to SUBSCRIBER.

NOW THEREFORE, the parties hereto agree as follows:

THE SERVICES

This Agreement sets forth the terms and conditions under which CREWSENSE agrees to license to Subscriber certain hosted software and provide all other services necessary for productive use of such software. Subject to the terms and conditions of the Agreement, CREWSENSE grants to SUBSCRIBER a renewable, irrevocable (except as provided for herein), non-exclusive, non-transferable right for any SUBSCRIBER employee, contractor, or agent, or any other individual or entity authorized by SUBSCRIBER, (each, an "Authorized User") to access and use the services identified in Exhibit A (the "Services") for the purpose of scheduling employees and employee resourcing purposes. SUBSCRIBER may use the Services in executable web-based format for its own use. SUBSCRIBER may not, however, transfer or sublicense the Services to any third party, in whole or in part, in any form, whether modified or unmodified. Other than those limitations expressly described in this Agreement and its Exhibit A, Authorized Users will have no other limitations on their access or use of the Software.

For the purposes of 11 U.S.C. § 365(n), the parties acknowledge and agree that this Agreement constitutes a license grant of intellectual property in software form to Subscriber by CREWSENSE.

CREWSENSE shall not enter into any subcontracts for the performance of the Services, or assign or transfer any of its rights or obligations under this

Agreement, without Subscriber's prior written consent and any attempt to do so shall be void and without further effect and shall be a material breach of this Agreement. CREWSENSE's use of subcontractors shall not relieve CREWSENSE of any of its duties or obligations under this Agreement.

The documentation for the Services (the "Documentation") will accurately and completely describe the functions and features of the Services, including all subsequent revisions thereto. The Documentation shall be understandable by a typical end user and shall provide Authorized Users with sufficient instruction such that an Authorized User can become self-reliant with respect to access and use of the Services. Subscriber shall have the right to make any number of additional copies of the Documentation at no additional charge.

CREWSENSE will not diminish the functionality of the services while the Agreement is in effect.

CONSIDERATION TO CREWSENSE

a.   SUBSCRIBER shall pay to CREWSENSE the Service Fees set forth in Exhibit A attached hereto. Any sum due CREWSENSE for Services for which payment is not otherwise specified shall be due and payable thirty (30) days after receipt by Subscriber of an invoice from CREWSENSE.

b.   License fees do not include any shipping, duties, bank fees, sales, use, excise or similar taxes due. If CREWSENSE is required to pay any such amounts, SUBSCRIBER shall reimburse CREWSENSE in full.

c.   CREWSENSE represents and warrants that it is an independent contractor for purposes of federal, state, and local taxes. CREWSENSE agrees that Subscriber is not responsible to collect or withhold any such taxes, including income tax withholding and social security contributions, for CREWSENSE. Any and all taxes, interest, or penalties, including any federal, state, or local withholding or employment taxes, imposed, assessed, or levied as a result of this Agreement shall be paid or withheld by CREWSENSE.

d.   The Services will not be suspended while Subscriber is reasonably disputing any amount due to the CREWSENSE, or any unpaid but undisputed amount due to CREWSENSE is less than ninety (90) business days in arrears.

SUBSCRIBER DATA

Subscriber's data ("Subscriber Data," which shall also be known and treated by CREWSENSE as Confidential Information) shall include: (a) Subscriber's data collected, used, processed, stored, or generated as the result of the use of the Services; and, (b) personally identifiable information ("PII") collected, used, processed, stored, or generated as the result of the use of the Services, including, without limitation, any information that identifies an individual, such as an individual's social security number or other government-issued

identification number, date of birth, address, telephone number, biometric data, mother's maiden name, email address, credit card information, or an individual's name in combination with any other of the elements listed herein. Subscriber Data is and shall remain the sole and exclusive property of Subscriber and all right, title, and interest in the same is reserved by Subscriber. This Section shall survive the termination of this Agreement.

CREWSENSE is provided a limited license to Subscriber Data for the sole and exclusive purpose of providing the Services, including a license to collect, process, store, generate, and display Subscriber Data only to the extent necessary in the providing of the Services. CREWSENSE shall: (a) keep and maintain Subscriber Data in strict confidence, using such degree of care as is appropriate and consistent with its obligations as further described in this Agreement and applicable law to avoid unauthorized access, use, disclosure, or loss; (b) use and disclose Subscriber Data solely and exclusively for the purpose of providing the Services, such use and disclosure being in accordance with this Agreement, the applicable Exhibit A, and applicable law; and, (c) not use, sell, rent, transfer, distribute, or otherwise disclose or make available Subscriber Data for CREWSENSE's own purposes or for the benefit of anyone other than Subscriber without Subscriber's prior written consent. This Section shall survive the termination of this Agreement.

In the event of any act, error or omission, negligence, misconduct, or breach that compromises or is suspected to compromise the security, confidentiality, or integrity of Subscriber Data or the physical, technical, administrative, or organizational safeguards put in place by CREWSENSE that relate to the protection of the security, confidentiality, or integrity of Subscriber Data, CREWSENSE shall, as applicable: (a) notify Subscriber as soon as practicable but no later than twenty-four (24) hours of becoming aware of such occurrence; (b) cooperate with Subscriber in investigating the occurrence, including making available all relevant records, logs, files, data reporting, and other materials required to comply with applicable law or as otherwise required by Subscriber; (c) in the case of PII, at Subscriber's sole election, (i) notify the affected individuals who comprise the PII as soon as practicable but no later than is required to comply with applicable law, or, in the absence of any legally required notification period, within five (5) calendar days of the occurrence; or, (ii) reimburse Subscriber for any costs in notifying the affected individuals; (d) in the case of PII, provide third-party credit and identity monitoring services to each of the affected individuals who comprise the PII for the period required to comply with applicable law, or, in the absence of any legally required monitoring services, for no less than twelve (12) months following the date of notification to such individuals; (e) perform or take any other actions required to comply with applicable law as a result of the occurrence; (f) without limiting Subscriber's obligations of indemnification as further described in this Agreement, indemnify, defend, and hold harmless Subscriber for any and all Claims (as defined herein), including reasonable attorneys' fees, costs, and expenses incidental thereto, which may be suffered by, accrued against, charged to, or recoverable from Subscriber in connection with the occurrence;

(g) be responsible for recreating lost Subscriber Data in the manner and on the schedule set by Subscriber without charge to Subscriber; and, (h) provide to Subscriber a detailed plan within ten (10) calendar days of the occurrence describing the measures CREWSENSE will undertake to prevent a future occurrence. Notification to affected individuals, as described above, shall comply with applicable law, be written in plain language, and contain, at a minimum: name and contact information of CREWSENSE's representative; a description of the nature of the loss; a list of the types of data involved; the known or approximate date of the loss; how such loss may affect the affected individual; what steps CREWSENSE has taken to protect the affected individual; what steps the affected individual can take to protect himself or herself; contact information for major credit card reporting agencies; and, information regarding the credit and identity monitoring services to be provided byCREWSENSE. This Section shall survive the termination of this Agreement.

OWNERSHIP

The Services, including translations, compilations, partial copies, modifications, and updates, are the property of CREWSENSE. CREWSENSE warrants that it is the lawful licensee or owner of the Services (excluding anySubscriber Data therein) and has all the necessaryrights in the Services to grant the use of the Services to Subscriber.

PROPRIETARY RIGHTS

SUBSCRIBER recognizes that CREWSENSE regards the Software it has developed to deliver the Services as its proprietary information and as confidential trade secrets of great value. SUBSCRIBER agrees not to provide or to otherwise make available in any form the Software, or anyportion thereof, to any person other than Authorized Users of SUBSCRIBER without the prior written consent of CREWSENSE. SUBSCRIBER further agrees to treat the Software with at least the same degree of care with which SUBSCRIBER treats its own confidential information and in no event with less care than is reasonably required to protect the confidentiality of the Software.

TERM

This Agreement is for a 3 yr period, subject to annual appropriation, beginning on and lasting until ("initial term"). Upon completion of the initial term, a new contract shall be generated. If a contract cannot be jointly negotiated and agreed upon within 30 days of end of initial term, agreement will terminate on 31st day.

This agreement shall continue unless and until terminated pursuant to terms outlined in TERMINATION.

TERMINATION

If either Party materially fails to comply with any of the material terms and conditions of this Agreement, including without limitation the payment of any undisputed subscription license fee or reimbursement due and payable under this Agreement, the non-defaulting Party may terminate this Agreement upon thirty (30) days written notice to the defaulting party specifying such breach, unless within the period of such notice, all breaches specified therein have been remedied. Notwithstanding the foregoing, COMPANY shall have the right to terminate this Agreement immediately upon giving notice to SUBSCRIBER if SUBSCRIBER becomes insolvent, assigns or attempts to assign its business assets for the benefit of creditors, institutes or has instituted against it proceedings in bankruptcy, or dissolves or liquidates the business. In the event that COMPANY terminates this Agreement for cause, COMPANY will retain all subscription license fees already paid, including pre-paids. These fees will not be refunded to SUBSCRIBER. In the event SUBSCRIBER terminates this Agreement, the prorated license fee for the paid portion of the subscription will not be refunded. Upon termination, SUBSCRIBER must immediately discontinue use of the system.

TERMINATION CERTIFICATE

In the event of termination, SUBSCRIBER will immediately discontinue use of the Services. Within ten (10) days after termination of this Agreement and at request of SUBSCRIBER, without charge and without any conditions or contingencies whatsoever (including but not limited to the payment of any fees due to CREWSENSE), CREWSENSE will furnish to SUBSCRIBER a one time SQL database dump containing all pertinent CREWSENSE data in the system if requested. Further, CREWSENSE shall certify to SUBSCRIBER the destruction of any SUBSCRIBER Data within the possession or control of CREWSENSE but such destruction shall occur only after the SUBSCRIBER Data has been returned to SUBSCRIBER.

MAINTENANCE SUPPORT

CREWSENSE will provide to SUBSCRIBER the following support with respect to the Services. As part of the Services, CREWSENSE shall provide bug fixes, corrections, modifications, enhancements, upgrades, hot-fixes and new releases to the base platform to ensure the functionality of the produce. In addition,

(i)   If during the term of this Agreement, SUBSCRIBER notifies CREWSENSE of a substantial program error respecting the Software, outside of customized modules or programming done for client, or CREWSENSE has reason to believe that error exists in the Software and so notifies SUBSCRIBER, CREWSENSE shall at its expense verify and attempt to correct such error within thirty (30) working days after the date of notification. If SUBSCRIBER is not satisfied with the correction, then SUBSCRIBER may terminate this Agreement, but without refund of any amount paid to CREWSENSE or release of any amounts due CREWSENSE at the time of

termination. This does not include any bugs or trouble-shooting related to 'customization' work done on behalf of SUBSCRIBERS request.

(ii)   In the case that SUBSCRIBER has technical questions in the use of the Software during the term of this Agreement, SUBSCRIBER may submit those questions to CREWSENSE via an online help desk support ticket system provided by CREWSENSE. CREWSENSE shall make every effort to respond to such questions within 24 hours.

(iii)   If SUBSCRIBER desires to have CREWSENSE alter the base software system to fit specific needs, ie 'Customization', such time should be billed at a rate of $45.00 / hour. Bug testing and trouble-shooting the custom code will be subject to the same billing rate herein.

DELIVERY OF SERVICES

CREWSENSE shall deliver the Services promptly after receipt of the purchase order and export license (if required).

CREWSENSE will use its best efforts to ensure that no computer viruses, malware, or similar items (collectively, a "Virus") are introduced into SUBSCRIBER's computing and network environment by the Services.

WARRANTY DISCLAIMER

CREWSENSE licenses, and SUBSCRIBER accepts, the Services "AS IS." CREWSENSE PROVIDES NO WARRANTIES AS TO THE FUNCTION OR USE OF THE SERVICES, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE. THE ENTIRE RISK AS TO THE QUALITY AND PERFORMANCE OF THE LICENSED PROGRAM IS WITH SUBSCRIBER. CREWSENSE DOES NOT WARRANT THAT THE FUNCTIONS CONTAINED IN THE SERVICES WILL MEET SUBSCRIBER'S REQUIREMENTS OR THAT THE OPERATION OF THE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE.

PATENT AND COPYRIGHT INDEMNITY

CREWSENSE will defend at its own expense any action brought against SUBSCRIBER to the extent it is based on a claim that the Services used within the scope of the services provided hereunder infringe a United States patent, copyright or other proprietary right of a third party. CREWSENSE will pay any costs, damages or attorney fees finally awarded against SUBSCRIBER in such action which are attributable to such claim, provided CREWSENSE is promptly notified in writing of such claim, may control the defense and/or settlement of such claim, and is provided with all requested assistance, information and authority. In the event that the Services become, or in CREWSENSE's opinion is likely to become, the subject of a claim of infringement of a United States

patent, copyright or trade secret, CREWSENSE may at its option either secure SUBSCRIBER's right to continue using the Services, replace or modify the Services to make them not infringing, or provide SUBSCRIBER with a refund of the prepaid fees. The foregoing states SUBSCRIBER's entire liability for infringement or claims of infringement of patents, copyrights or other intellectual property right.

LIMITATION OF LIABILITY

CREWSENSE's LIABILITY TO SUBSCRIBER UNDER ANY PROVISIONS OF THIS AGREEMENT FOR DAMAGES FINALLY AWARDED SHALL BE LIMITED TO THE AMOUNTS ACTUALLY PAID HEREUNDER BY SUBSCRIBER TO CREWSENSE. IN NO EVENT SHALL CREWSENSE BE LIABLE FOR INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES, INCLUDING LOSS OF USE, LOSS OF PROFITS OR INTERRUPTION OF BUSINESS, HOWEVER CAUSED OR ON ANY THEORY OF LIABILITY. CREWSENSE WILL MAINTAIN GENERAL LIABILITY INSURANCE WITH NO LESS THAN 1MM COVERAGE AS WELL AS E&O COVERAGE DURING LIFE OF CONTRACT.

NOTICES

All notices in connection with this Agreement shall be in writing and may be given by certified, registered, or first class mail or personally delivered at the address set forth on the front page. For purposes of this Agreement, a notice shall be deemed effective upon personal delivery to the party or if by mail five days after proper deposit in a mail box.

SUCCESSORS

This Agreement will be binding upon and will inure to the benefit of the parties hereto and their respective representatives, successors and assigns except as otherwise provided herein.

SEVERABILITY

In the event any provision of this Agreement is determined to be invalid or unenforceable, the remainder of this Agreement shall remain in force as if such provision were not a part.

GOVERNING LAW/FORUM

This Agreement shall be governed and interpreted by the laws of the State of Oregon. Josephine County, Oregon shall be the appropriate venue and jurisdiction for the resolution of any disputes hereunder. Both parties hereby consent to such personal and exclusive jurisdiction.

NON-ASSIGNMENT

This Agreement and the services provided by it may not be assigned, sublicensed, or otherwise transferred by SUBSCRIBER without the prior written consent of CREWSENSE.

EXPORT REGULATIONS

SUBSCRIBER understands that CREWSENSE is subject to regulation by agencies of the U.S. Government, including the U.S. Departments of Commerce and State, which prohibit export or diversion of certain technical products to certain countries. SUBSCRIBER warrants that it will comply in all respect with the export and re-export restrictions set forth in the export license for the Services and all other applicable export regulations. SUBSCRIBER agrees to indemnify and hold CREWSENSE harmless from any loss, damages, liability or expenses incurred by CREWSENSE as a result of SUBSCRIBER's failure to comply with any export regulations or restrictions.

ENTIRE AGREEMENT

This Agreement sets forth the entire understanding between the parties with respect to the subject matter hereof, and merges and supersedes all prior agreements, discussions and understandings, express or implied, concerning such matters. This Agreement shall take precedence over any additional or conflicting terms which may be contained in SUBSCRIBER's purchase order or CREWSENSE's order acknowledgment forms.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the Effective Date.

SUBSCRIBER:

By: _____
(Signature)

Name: Keith Giagnorio

Title: Village President

CREWSENSE:
CallBack Staffing Staffing Solutions LLC
By: _____
(Signature)

Name: Casey J. McIntosh

Title: President

Statement of Services (primary)

SERVICES	SERVICE FEE	MAINTENANCE FEE
CREWSENSE Pro Platform	4.99	/ user / per month $0/ yr

A user is a unique person / user profile within the CREWSENSE platform who's status is 'active'.

ANNUAL FEE INCREASE

Annual per user pricing to increase no more than 2% every 12 months, starting from the 'Initial term' referenced in section 'TERM' of agreement.

NOTES:

Software system will be provided as a cloud hosted Software as a Service (SaaS); hosted and maintained by CREWSENSE.

Software system will be hosted solely from within the continental United States and on computing and data storage devices residing therein.

99.9% up-time is guaranteed. For any calendar month where the Services up-time percentage is less than 99.9%, Subscriber shall be due a Performance Credit of 10% of the Service Fee (as calculated on a monthly basis for the reporting month) for each full 1% reduction in percentage up-time.

Hourly database 'snap-shots' of SUBSCRIBER data will performed and stored in redundant, off-site backup locations; fully encrypted within AWS S3. CREWSENSE is responsible for orderly and timely recovery of Subscriber data in the event that the Services may be interrupted.

Service fee excludes any taxes, shipping and/or insurance charges, and any bank transfer fees.

OPTIONAL SERVICES	FEE
On-site Training	$ 400 per day per trainer (*1 trainer per 8 attendees. Company must approve prior to booking*)
On-site Training Travel	Round trip air, car and hotel from KMFR
Custom Development	$ 45 / hour (quoted per project)