

- **GENERAL TERMS AND CONDITIONS**

These General Terms and Conditions (the “Terms”) together with each Services Order Form which references and incorporates these Terms, including any addenda to such Service Order Forms, shall comprise the “Agreement” between Ignite Consulting Group LLC (which for the purposes of this Agreement shall include its affiliates) and the Customer identified on the Services Order Form (“Customer”) for the purchase of the Hot Sauce Selling Software services (“Services”) specified on the Services Order Form. All other terms, conditions, variations to these printed Terms, term sheets, order forms or purchase orders are excluded unless Ignite Consulting Group LLC and Customer agree in writing signed by the parties’ authorized representatives to incorporate such additional terms into this Agreement. Unless otherwise, expressly agree by the parties in writing, additional purchases of Services are subject to the terms and conditions expressly incorporated by reference into the Service Order Forms governing such additional purchases. The terms of this Agreement shall supersede all prior terms, understandings or agreements between Customer and Ignite Consulting Group. If any part of this Agreement should be found to be invalid or unenforceable by a court or other competent authority, then the rest shall not be affected. Customer acknowledges and agrees that the Services Order Form (as well as any amendment or addendum thereto, to the Terms, or to any other Services Order Form and any other agreement or arrangement between Ignite Consulting Group and Customer) may validly be signed electronically by either party, including in the form of an electronic signature generated by DocuSign (or any other similar service as may be freely determined by Ignite Consulting Group). Any notice to be given in respect of this Agreement by either of the parties shall be in writing and delivered to the registered office or principal place of business of the other.

- **PRICES, PAYMENT TERMS, COMMITMENT OF CUSTOMER, CREDIT REPORTING AND TAXES**

Prices, which are expressed in US Dollars, are only valid if expressed in writing by Ignite Consulting Group and only for the period stated in the quotation or contract. If not stated, the validity period is 30 days. Billing and the Service Term (as described in Section N) shall commence on installation of Software or forty-five (45) days from the execution of the applicable Services Order Form, whichever is earlier. Unless otherwise stated, payment of all amounts shall be made within 15 days of the date on the invoice or before any due date for payment shown on the invoice. If any payment is not made by Customer by the due date, Ignite Consulting Group reserves the right to charge a late payment charge of one and one-half percent (1.5%) per month of the outstanding past due balance. Any failure by Customer to make timely payment of any obligation under this Agreement shall be deemed a breach. Customer agrees to reimburse Ignite Consulting Group for all charges, costs, expenses and attorney’s fees incurred to enforce or collect the amounts due under this Agreement.

In the event Customer has a valid dispute with any invoice or amount due, such dispute must be communicated in writing to Ignite Consulting Group within 30 days of the billing date, describing the amount, issue and there as on for any dispute. Any amounts not disputed within this time frame will be deemed to be valid. Fifth Gear Technologies and Customer agree to work expeditiously to resolve any dispute. Customer agrees to notify Ignite Consulting Group within 30 days of any change in Customer’s trade name, address, or phone number. By executing this Agreement, Customer authorizes Ignite Consulting Group to periodically request your credit reports and bank and trade references. Upon your request, we will inform you of the name and address of the reporting agency from which we received such are port.

All payments to Ignite Consulting Group exclude taxes unless specifically stated. Customer is responsible for payment of all applicable taxes, however designated or incurred in connection with the transactions under this Agreement and agrees to reimburse Ignite Consulting Group for any taxes paid on their behalf.

- **ACCESS AND USE**

Subject to the terms and conditions of this Agreement, Ignite Consulting Group hereby grants Customer a non-exclusive, non-transferable limited right in the territory where the Customer is located as follows:

- To access and use the Services until the last day of the Service Term, consistent with any Ignite Consulting Group policies and additional use limitations specified or referenced in the order form and solely for Customer’s use; and
- To download, print, copy and use any documentation as reasonably necessary for its internal, in-house use related to the rights granted under subsection (a) above. Ignite Consulting Group reserves all rights not expressly granted herein. Except as otherwise permitted herein, Customer may not copy, modify, adapt, or create derivative works of the Services. Except as otherwise permitted herein, in no event shall Customer (i) use, or permit any third party to use, the Services for time-sharing, rental, or service bureau purposes, or (ii) decompile, disassemble, reverse assemble, or otherwise reverse engineer the Software or Services, or permit any third party to decompile, reverse assemble, or reverse engineer the Software or Services. Customer will use the Hot Sauce Selling Software products and services in accordance with applicable law.

- **OWNERSHIP RIGHTS**

Ownership. Customer acknowledges that Ignite Consulting Group and its suppliers own all rights, title, and interest in the Software and Services, including but not limited to all worldwide copyrights, trade secrets, trademark, patents, confidential information, and proprietary and intellectual property rights subsisting therein. Customer does not acquire any rights, express or implied, in the Software or Services other than those specified in this Agreement.

Third Party Software. Customer acknowledges that the Software and the Services may contain certain third-party applications licensed to Ignite Consulting Group. The right to access and use the Services granted hereunder shall be subject to any underlying license to Ignite Consulting Group from a third party of any component of the Software or Services.

- **DEFECTS & REPRESENTATIONS**

Subject to the limitations contained herein, Ignite Consulting Group represents that for the Service Term of this Agreement, the Software will be free from defects in materials and workmanship and will substantially conform to the specifications for such Software. WITH THE EXCEPTION OF THE REPRESENTATION IN THE FOREGOING SENTENCE, IGNITE CONSULTING GROUP MAKES NO OTHER EXPRESS OR IMPLIED WARRANTIES OF ANY KIND WITH RESPECT TO THE SUBJECT MATTER HEREOF AND ALL OTHER WARRANTIES ARE HEREBY DISCLAIMED, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTY OF MERCHANTABILITY, NON-INFRINGEMENT OR

FITNESS FOR A PARTICULAR PURPOSE. In no event will Ignite Consulting Group be liable for loss of use if the Software becomes inoperable and is being repaired. This representation shall be void and of no effect if failure of the Software or any part thereof is due to accident, modification or misuse by Customer or any third party.

- **INTELLECTUAL PROPERTY RIGHTS**

Ignite Consulting Group will, provided Customer gives Ignite Consulting Group prompt notice of any such claim, indemnify the Customer from all costs and expenses actually incurred by Customer arising from any claim that use of the Software or Services as delivered by Ignite Consulting Group, and not in conjunction with any third-party or Customer-provided equipment or software, infringes any third party intellectual property rights. If the Software or Service becomes the subject of a claim that the Software or Service infringes the intellectual property rights of a third party and as a result of such claim, or the settlement thereof, the use of the Software or Service is prohibited or enjoined, Ignite Consulting Group shall, at its sole expense, use its commercially reasonable efforts to do one or more of the following: (i) obtain for Customer the right to use the infringing Software or Service without any additional cost to Customer; (ii) modify the infringing Software or Service so that it becomes non-infringing; or (iii) replace the infringing Software or Service with a non-infringing item. If, after using commercially reasonable efforts, none of the foregoing alternatives is reasonably possible, then Ignite Consulting Group may require that

Customer return the infringing Software to Ignite Consulting Group and/ or discontinue use of the Service and upon such return or discontinuation of use, Ignite Consulting Group shall refund to Customer a pro-rated portion of the Service fees already paid for in advance. No credit or refund shall be made for Services already provided to Customer. Ignite Consulting Group retains all Ignite Consulting Group owned Intellectual Property in the Software and Services. Copyright and all other intellectual property rights' subsisting in the Service is owned by Ignite Consulting Group or the providers of such information. Customer may use information retrieved from the Services only for its own use which means that Customer may not sell, resell, retransmit or otherwise make the information retrieved from the Services available in any manner or on any medium to any third party unless Customer has obtained Ignite Consulting Group' prior written consent.

- **USE OF THE IGNITE CONSULTING GROUP SERVICE**

Customer is responsible for all use of the Services made using any usernames and passwords registered by or allocated to it, whether or not the use is made by Customer or someone else using its username and password. Customer is responsible for protecting and securing its username and password from unauthorized use. Customer must notify Ignite Consulting Group immediately in the event that it is aware of the possibility of a breach of security.

Ignite Consulting Group may provide hypertext links to sites on the Internet, which are operated by unrelated third parties. Using an external hypertext link means that Customer may be leaving Ignite Consulting Group's site and Ignite Consulting Group therefore takes no responsibility for and gives no warranties, guarantees or representations in respect of linked sites.

- **AVAILABILITY OF SERVICES**

Ignite Consulting Group does not warrant any connection, communication, transmission, security of or results from the use of any information provided (or omitted to be provided) in connection with the Services. Availability of, or accuracy of information provided by the Services may become disrupted or degraded from time to time as a result of events such as, but not limited to; disruption due to network carrier data system operation, unavailability of wireless data carrier services or signals, disruptions to the Internet or Ignite Consulting Group's server(s), computer failures and viruses, and hardware failures. Ignite Consulting Group shall use commercially reasonable efforts to minimize the effects of any such disruption or degradation to the Customer but shall not be liable to the Customer for any loss or damage, whether resulting directly or indirectly from the unavailability of any of the Services, degradation of the accuracy of the information or the failure of the Products. Ignite Consulting Group accepts no responsibility whatsoever for any Information lost as a result of any failure of the Software or disruption to or degradation of any of the Services. Ignite Consulting Group's total liability to the Customer shall not exceed the fees received by Ignite Consulting Group from the Customer for the Services relating to the period during which any disruption or degradation of the Services continued.

- **CONFIDENTIALITY**

Both Ignite Consulting Group and Customer will treat all information received from the other party that is marked 'Confidential' or which is reasonably obvious to be confidential ("Confidential Information") as it would treat its own confidential information, but in no event shall either party employ less than a reasonable degree of care in protecting the Confidential Information. Confidential Information includes, but shall not be limited to: pricing, business plans, customer lists, operational and technical data and product plans. This Section shall survive termination of this Agreement and continue for a period of two(2) years.

- **LIABILITY**

Ignite Consulting Group does not represent or warrant that Customer will achieve any certain results by use of the Service. Ignite Consulting Group does not warrant that the functions contained in the Software or Service will meet Customer's requirements or that the operation of the Software or Services will be uninterrupted or error free. With the exception of the indemnity obligations set forth in section H, Ignite Consulting Group's maximum liability for all claims under this Agreement (whether in tort, contract, negligence or otherwise) shall not exceed one year's Services fee or the total fees received by Ignite Consulting Group from the Customer for the Services, whichever is less.

Neither Customer nor Ignite Consulting Group shall be liable to the other for any economic (including, without limitation, loss of revenues, profits, contracts, business or anticipated savings), special, indirect, incidental, exemplary, punitive or consequential losses or damages or loss of goodwill in any way whether such liability is based on tort, contract, negligence, strict liability, product liability or otherwise arising from or relating to this Agreement or resulting from the use or the inability to use the Service or the performance or non-performance of the Services. It is the responsibility of the Customer to insure itself in this regard if it so desires.

- **FORCE MAJEURE**

Ignite Consulting Group shall not be liable to Customer for non-performance or delay in performance of any of its obligations under these Terms or loss or damage of any products due to acts of God, failure of the Internet or another network, war, riot, civil commotion, embargo, strikes, fire, theft, delay in delivery of services of sub-contractors or sub-suppliers, shortage of labor or materials, confiscation or any other unforeseen event (whether or not similar in nature to those specified) outside the reasonable control of Ignite Consulting Group.

- **TERM AND TERMINATION**

This Agreement shall become effective on the date of signature of the last party to sign and shall remain in effect until the last day of the Service Term, including any renewals thereof. The initial Service Term of this Agreement

shall begin on the date identified as the Subscription Start Date on the Services Order Form and continues for the period indicated on the Services Order Form (the "Service Term"). The Service Term shall renew in accordance with the terms of the Services Order Form. Unless otherwise specified in the Services Order Form, the Service Term for add-on features will have the same Service Term as the monthly software subscription to which the add-on features apply. Without prejudice to any other rights or remedies to which Ignite Consulting Group may be entitled, Ignite Consulting Group may terminate this Agreement without liability to Customer if Customer commits a material breach of any of the terms of this Agreement, and (if such a breach is remediable) fails to remedy that breach within 10 business days of Customer being notified in writing of the breach, or Customer becomes the subject of a petition in insolvency or any other proceeding relating to insolvency, receivership, examinership or liquidation (each an "Insolvency Event"). Without prejudice to any other rights or remedies to which Customer may be entitled, Customer may terminate this Agreement without liability to Ignite Consulting Group if Ignite Consulting Group commits a material breach of any of the terms of this Agreement and (if such a breach is remediable) fails to remedy that breach within 30 business days of Ignite Consulting Group being notified in writing of the breach, or Ignite Consulting Group becomes the subject of a petition in insolvency or any other proceeding relating to insolvency, receivership, examinership or liquidation. In the event of termination by Ignite Consulting Group for Customer's breach of Insolvency Event, Customer shall pay any unpaid fees covering the remainder for the Service Term under each Services Order Form then in effect. In no event may Customer terminate this Agreement or any portion of a Services Order Form with respect to Services for which the software has already been installed. Customer is obligated to pay all fees for the subscriptions relating to such installed software.

Upon the termination of this Agreement, for whatever reason, all rights granted by Ignite Consulting Group to Customer hereunder shall immediately cease and Customer shall immediately return to Ignite Consulting Group all Ignite Consulting Group property, including, but not limited to, its Equipment, Confidential Information and all copies thereof. Upon the termination of this Agreement, Ignite Consulting Group shall immediately return to Customer all Customer property, including, but not limited to, its Confidential Information and all copies thereof. Termination of this Agreement shall not limit either party from pursuing other remedies available to it, including injunctive relief. Termination of this Agreement, other than as a result of Ignite Consulting Group's breach, shall not relieve Customer of its obligation to pay all fees and other amounts due by Customer under this Agreement and such amounts shall be accelerated and paid by Customer in a lump sum payment due upon termination.

- ASSIGNMENT

Ignite Consulting Group reserves the right to assign this Agreement to a third party at any time during the term of this Agreement. This Agreement is personal to Customer, and Customer may not assign its rights or obligations, in whole or in part, to any third party without Ignite Consulting Group's written approval.

- GOVERNING LAW AND JURISDICTION

This Agreement shall be construed in accordance with the state of Illinois law, and shall be subject to the exclusive jurisdiction of the courts of the state of Illinois, United States of America.