



SCOPE OF WORK, SERVICE AGREEMENT FOLLOWS:

By creating a Hafta Have account and connecting Customer Shopify account, Customer agrees to Program, hereafter the “Program”. This Program will enable online shoppers of Customer to receive text messages sent by Hafta Have.

CUSTOMER RESPONSIBILITIES

Customer is responsible for providing Hafta Have all assets, information and data needed to create deliverables, including, but not limited to, as necessary:

1. Desired SMS messaging and marketing content.
2. Product feed required to automate ROI calculation and track purchases. Downloading Hafta Have Shopify app will provide product feed.
3. Ensure strong communication to retail associates if necessary via training and create presence of in-store marketing to communicate the program to customers.
4. Obtaining and maintaining all relevant underlying customer consents in compliance with applicable laws and regulations.

FEE SCHEDULE

FEE	AMOUNT	FREQUENCY
5¢ per outbound text 5% commission total cart amount, less tax, on HTH attributed abandoned cart transactions	Unlimited	Paid monthly, charged to credit card on file

SAAS SERVICES ORDER FORM

Implementation Services: Company will use commercially reasonable efforts to provide Customer the services described in the Statement of Work ("SOW") attached as Exhibit A hereto ("Implementation Services").

Use Period: Services use during the Period will be restricted to non-productive evaluation use. If so, then, notwithstanding anything else, in connection with such pilot/evaluation use (1) no fees will apply, except for any Fees specified in the relevant SOW, (2) the Services are provided "AS IS" basis and Hafta have expressly disclaims all warranties, express or implied, statutory or otherwise including without limitation, any implied warranties of fitness for a particular purpose or merchantability or as the accuracy, completeness or adequacy of information, , and (3) Customer may terminate this Agreement and all of its rights hereunder by providing Company written notice thereof no less than 10 days prior to the end of the Use Period; otherwise, this Agreement shall continue in effect for the Initial Service Term (subject to earlier termination as provided in the Agreement).

IN NO EVENT SHALL HAFTA HAVE BE LIABLE FOR ANY INDIRECT SPECIAL, INCIDENTAL, PUNATIVE OR CONSEQUENTIAL DAMAGES EVEN IF IT HAS BEEN ADVISED OF SUCH DAMAGE, AND ITS LIABILITY SHALL NOT EXCEED THE AMOUNT ACTUALLY PAID BY THE CLIENT IN THE PAST TWELVE (12) MONTHS FOR SERVICES IN EFFECT AT THE TIME THE LIABILITY AROSE.

CLIENT RECOGNIZES THE UNCERTAINTIES INHERENT IN ANY ANALYSIS OR INFORMATION THAT MAY BE PROVIDED AS PART OF THE SERVICES, AND ACKNOWLEDGES THAT THE SERVICES ARE NOT A SUBSTITUTE FOR ITS OWN INDEPENDENT EVALUATION AND ANALYSIS AND SHOULD NOT BE CONSIDERED A RECOMMENDATION TO PURSUE ANY COURSE OF ACTION. HAFTA HAVE SHALL NOT BE LIABLE FOR ANY ACTIONS OR DECISIONS THAT CLIENT MAY TAKE BASED ON THE SERVICES OR ANY INFORMATION OR DATA CONTAINED THEREIN. CLIENT UNDERSTANDS THAT IT ASSUMES THE ENTIRE RISK WITH RESPECT TO THE USE OF THE SERVICES.

Client specifically acknowledges, that the Internet and electronic mail delivery are not secure and that availability, delivery, Client's receipt of and access to the Services may be limited, interrupted, delayed or lost, due to circumstances beyond the reasonable control of Hafta Have.

Change Order Process: Company may request a change in the specifications, requirements, scope or timing of Services at any time during the term of a SOW by submitting a written change request to Hafta Have. Hafta Have shall identify the expected impact of the proposed change on the schedule, scope or requirements and/or increased fees on the SOW. Until such time as a change document has been signed by an authorized representative of each party, Hafta Have shall continue to perform the Services as set forth on the SOW. Subject to the foregoing, no variation of a SOW will be effective unless it is in writing and signed by Company and Hafta Have.

TERMS AND CONDITIONS

1. SAAS SERVICES AND SUPORT

- 1.1. Subject to the terms of this Agreement, Company will use commercially reasonable efforts to provide Customer the Services in accordance with the Service Level Terms attached hereto as Exhibit B.
- 1.2. Subject to the terms hereof, Company will provide Customer with commercially available and reasonable technical support services in accordance with the terms set forth in Exhibit C.

2. RESTRICTIONS AND RESPONSIBILITIES

- 2.1. Customer will not, directly or indirectly: reverse engineer, decompile, disassemble or otherwise attempt to discover the source code, object code or underlying structure, ideas, know-how or algorithms relevant to the Services or any software, documentation or data related to the Services ("Software"); modify, translate, or create derivative works based on the Services or any Software.
- 2.2. Further, Customer may not remove or export from the United States or allow the export or re-export of the Services, Software or anything related thereto, or any direct product thereof in violation of any restrictions, laws or regulations of the United States Department of Commerce, the United States Department of Treasury Office of Foreign Assets Control, or any other United States or foreign agency or authority. As defined in FAR section 2.101, the Software and documentation are "commercial items" and according to DFAR section 252.227-7014(a)(1) and (5) are deemed to be "commercial computer software" and "commercial computer software documentation." Consistent with DFAR section 227.7202 and FAR section 12.212, any use modification, reproduction, release, performance, display, or disclosure of such commercial software or commercial software documentation by the U.S. Government will be governed solely by s of this Agreement and will be prohibited

except to the extent expressly permitted by the terms of this Agreement.

- 2.3. Customer shall be responsible for obtaining and maintaining any equipment and ancillary services needed to connect to, access or otherwise use the Services, including, without limitation, modems, hardware, servers, software, operating systems, networking, web servers and the like (collectively, "Equipment"). Customer shall also be responsible for maintaining the security of the Equipment, Customer account, passwords (including but not limited to administrative and user passwords) and files, and for all uses of Customer account or the Equipment with or without Customer's knowledge or consent.

3. CONFIDENTIALITY; PROPRIETARY RIGHTS

- 3.1. Each party (the "Receiving Party") understands that the other party (the "Disclosing Party") has disclosed or may disclose business, technical or financial information relating to the Disclosing Party's business (hereinafter referred to as "Proprietary Information" of the Disclosing Party). Proprietary Information of Company includes non-public information regarding features, functionality and performance of the Service and the terms and conditions under which such Service is being provided. Proprietary Information of Customer includes non-public data provided by Customer to Company to enable the provision of the Services ("Customer Data"). The Receiving Party agrees: (i) to take all reasonable precautions to protect such Proprietary Information, in all cases with a standard of care equal to the protections afforded its own Proprietary Information, and (ii) not to use (except in performance of the Services or as otherwise permitted herein) or divulge to any third person any such Proprietary Information. The Disclosing Party agrees that the foregoing shall not apply with respect to any information after five (5) years following the disclosure thereof or any information that

the Receiving Party can document (a) is or becomes generally available to the public, or (b) was demonstrably in its possession or known by it prior to receipt from the Disclosing Party, or (c) was rightfully disclosed to it without memorialized restriction by a third party, or (d) was independently developed without use of any Proprietary Information of the Disclosing Party or (e) is required to be disclosed by law.

3.2. Customer and Company shall mutually own all right, title and interest in and to the Customer Data, as well as any data that is based on or derived from the Customer Data and provided to Customer as part of the Services. Company shall own and retain all right, title and interest in and to (a) the Services and Software, all improvements, enhancements or modifications thereto, (b) any software, applications, methodologies, inventions or other technology developed in connection with Implementation Services or support, and (c) all intellectual property rights related to any of the foregoing.

3.3. Notwithstanding anything to the contrary, Company shall have the right to use, collect, possess, reproduce, modify, aggregate, process, combine and analyze data and other information relating to the provision, use and performance of various aspects of the Services and related systems and technologies (including, without limitation, information concerning Customer Data and data derived therefrom), and Company will be free (during and after the term hereof) to (i) use such information and data to improve and enhance the Services and for other development, diagnostic and corrective purposes in connection with the Services and other Company offerings, and (ii) disclose such data solely in aggregate or other de-identified form in connection with its business.

3.4. Nothing in this Agreement or any SOW will transfer or grant ownership to Company of any Hafta Have works of authorship, creative works, innovations of any kind, including, without limitation, methodology, graphics, designs, photographs, forecasts, roadshows, surveys, webinars, podcasts,

infographics, videos, slogans, brochures, articles, blogs, newsletters, reports, presentations, advertising, marketing materials or all patents, copyrights, trademarks, trade secrets and other or other intellectual property rights that are prepared, made, conceived, developed or reduced to practice as a result of the services provided under an applicable SOW, or any deliverable or derivative works thereto ("Service Materials") or limit in any way Hafta Have's ownership or right to use any such deliverables or derivative works, including, but not limited to, all underlying data, except as otherwise set forth in the SOW. Service Materials are not works for hire.

3.5. Use of Personally Identifiable Information (PII): The use of PII shared under this Agreement is for no purpose other than as described in this agreement. Company agrees not to share PII and Data received under this agreement with any other entity without prior written approval from Customer. Company understands that this Agreement does not convey ownership of PII to Customer.

4. PAYMENT OF FEES

4.1. Customer will pay Company the then applicable fees described in the Order Form for the Services and Implementation Services in accordance with the terms therein (the "Fees"). If Customer's use of the Services exceeds the Service Capacity set forth on the Order Form or otherwise requires the payment of additional fees (per the terms of this Agreement), Customer shall be billed for such usage and Customer agrees to pay the additional fees in the manner provided herein. Company reserves the right to change the Fees or applicable charges and to institute new charges and Fees at the end of the Initial Service Term or then-current renewal term, upon thirty (30) days prior written notice to Customer (which may be sent by email). If Customer believes that Company has billed Customer incorrectly, Customer must contact Company no later than 60 days

after the closing date on the first billing statement in which the error or problem appeared, in order to receive an adjustment or credit. Inquiries should be directed to Company's customer support department.

- 4.2. Company may choose to bill through an invoice, in which case, full payment for invoices issued in any given month must be received by Company thirty (30) days after the mailing date of the invoice. Unpaid amounts are subject to a finance charge of 1.5% per month on any outstanding balance, or the maximum permitted by law, whichever is lower, plus all expenses of collection and may result in immediate termination of Service. Customer shall be responsible for all taxes associated with Services, other than U.S. taxes based on Company's net income, that are stated on the invoice.

5. TERM AND TERMINATION

- 5.1. Subject to earlier termination as provided below, this Agreement is for the Initial Service Term as specified in the Order Form, and shall be automatically renewed for additional periods of the same duration as the Initial Service Term (collectively, the "Term"), unless either party requests termination at least thirty (30) days prior to the end of the then-current term.

- 5.2. In addition to any other remedies it may have, either party may also terminate this Agreement upon thirty (30) days' notice (or without notice in the case of nonpayment), if the other party materially breaches any of the terms or conditions of this Agreement. Customer will pay in full for the Services up to and including the last day on which the Services are provided. Upon any termination, Company will make all Customer Data available to Customer for electronic retrieval for a period of thirty (30) days, but thereafter Company may, but is not obligated to, delete stored Customer Data. All sections of this Agreement which by their nature should survive termination will survive termination, including, without limitation, accrued rights to payment, confidentiality obligations, warranty disclaimers, and limitations of liability.

6. WARRANTY AND DISCLAIMER

Company shall use reasonable efforts consistent with prevailing industry standards to maintain the Services in a manner which minimizes errors and interruptions in the Services and shall perform the Implementation Services in a professional and workmanlike manner. Services may be temporarily unavailable for scheduled maintenance or for unscheduled emergency maintenance, either by Company or by third-party providers, or because of other causes beyond Company's reasonable control, but Company shall use reasonable efforts to provide advance notice in writing or by e-mail of any scheduled service disruption. HOWEVER, COMPANY DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE; NOR DOES IT MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SERVICES. EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION, THE SERVICES AND IMPLEMENTATION SERVICES ARE PROVIDED on an "AS IS" BASIS AND HAFTA HAVE EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE OR MERCHANTABILITY OR AS THE ACCURACY, COMPLETENESS OR ADEQUACY OF INFORMATION..

7. INDEMNITY

Company shall indemnify, defend, and hold Customer harmless from any and all claims, direct damages, actual costs, liability, and expenses (including reasonable attorneys' fees) to third parties resulting from infringement by the Service of any United States patent or any copyright or misappropriation of any trade secret, provided Company is promptly notified of any and all threats, claims and proceedings related thereto and given reasonable assistance and the opportunity to assume sole control over defense and settlement; Company will not be responsible for any settlement it does not approve in writing. The foregoing obligations do not apply with respect to portions or components of the Service (i) not supplied by Company, (ii) made in whole or in part in accordance with Customer specifications, (iii) that are modified after delivery by Company, (iv) combined with other products, processes or materials where the alleged infringement relates to such combination, (v) where

Customer continues allegedly infringing activity after being notified thereof or after being informed of modifications that would have avoided the alleged infringement, or (vi) where Customer's use of the Service is not strictly in accordance with this Agreement. If, due to a claim of infringement, the Services are held by a court of competent jurisdiction to be or are believed by Company to be infringing, Company may, at its option and expense (a) replace or modify the Service to be non-infringing provided that such modification or replacement contains substantially similar features and functionality, (b) obtain for Customer a license to continue using the Service, or (c) if neither of the foregoing is commercially practicable, terminate this Agreement and Customer's rights hereunder and provide Customer a refund of any prepaid, unused fees for the Service.

8. LIMITATION OF LIABILITY

NOTWITHSTANDING ANYTHING TO THE CONTRARY, EXCEPT FOR BODILY INJURY OF A PERSON, COMPANY AND ITS SUPPLIERS (INCLUDING BUT NOT LIMITED TO ALL EQUIPMENT AND TECHNOLOGY SUPPLIERS), OFFICERS, AFFILIATES, REPRESENTATIVES, CONTRACTORS AND EMPLOYEES SHALL NOT BE RESPONSIBLE OR LIABLE WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT OR TERMS AND CONDITIONS RELATED THERETO UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHER THEORY: (A) FOR ERROR OR INTERRUPTION OF USE OR FOR LOSS OR INACCURACY OR CORRUPTION OF DATA OR COST OF PROCUREMENT OF SUBSTITUTE GOODS, SERVICES OR TECHNOLOGY OR LOSS OF BUSINESS; (B) FOR ANY INDIRECT, EXEMPLARY, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES; (C) FOR ANY MATTER BEYOND COMPANY'S REASONABLE CONTROL; OR (D) FOR ANY AMOUNTS THAT, TOGETHER WITH AMOUNTS ASSOCIATED WITH ALL OTHER CLAIMS, EXCEED THE FEES ACTUALLY PAID BY CUSTOMER TO COMPANY FOR THE SERVICES UNDER THIS AGREEMENT IN THE 12 MONTHS PRIOR TO THE ACT THAT GAVE RISE TO THE LIABILITY, IN EACH CASE, WHETHER OR NOT COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

9. DISPUTE RESOLUTION

The parties will attempt in good faith to resolve any controversy or claim arising out of or relating to this Agreement or the Services through discussions between Company and Customer's respective executives responsible for providing and accepting the Services. If these discussions are unsuccessful, and the parties cannot resolve the dispute informally as provided above, any unresolved dispute, claim or controversy arising out of or relating to this Agreement or the breach, termination, enforcement, interpretation or validity thereof, including the determination of the scope or applicability of this agreement to arbitrate, shall be determined by arbitration in Los Angeles, California before one arbitrator. The arbitrator shall not be empowered to award to a party any damages expressly limited under Section 8(b) hereof. The arbitration shall be conducted pursuant to the JAMS Comprehensive Arbitration Rules and Procedures. Judgment on the award of the arbitrator may be entered in any court having jurisdiction. If an arbitration action is pending on any claims between the parties, any claim which could be brought as a counterclaim must be brought in such pending action, if at all.

10. MISCELLANEOUS

If any provision of this Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect and enforceable. This Agreement is not assignable, transferable or sublicensable by Customer except with Company's prior written consent in such case, such party will provide written notice of such transfer of ownership. Company may transfer and assign any of its rights and obligations under this Agreement without consent. This Agreement along with any relevant SOW, Scope of Work, Order Forms the complete and exclusive statement of the mutual understanding of the parties and supersedes and cancels all previous written and oral agreements, communications and other understandings relating to the subject matter of this Agreement, and that all waivers and modifications must be in a writing signed by both parties, except as otherwise provided herein. No agency, partnership, joint venture, or employment is created as a result of this Agreement and Customer does not have any authority of any kind to bind Company in any respect whatsoever. In any action or proceeding to enforce rights under this Agreement, the prevailing party will

be entitled to recover costs and attorneys' fees. All notices under this Agreement will be in writing and will be deemed to have been duly given when received, if personally delivered; when receipt is electronically confirmed, if transmitted by facsimile or e-mail; the day after it is sent, if sent for next day delivery by recognized overnight delivery service; and upon receipt, if sent by certified or registered mail, return receipt requested. This Agreement shall be governed by the laws of the State of California without regard to its conflict of laws provisions. The

parties shall work together in good faith to issue at least one mutually agreed upon press release within 90 days of the Effective Date, and Customer otherwise agrees to reasonably cooperate with Company to serve as a reference account upon request.

EXHIBIT A

Statement of Work

Hafta Have will provide the services listed below.

- (i) Recommendations on best practices regarding text and communication to customers

- (ii) Implementation & ingestion of **Customer** product feed

- (iii) Testing / QA prior to launch

- (iv) Tech support as stated in Statement B

Customer understands that one of the motivations for Hafta Have to conduct the Program is to create a demonstrable and referenceable success of its service for brands and customers.

To that end, **Customer** agrees to:

- (v) Share metrics for the service during the Program with Hafta Have to the extent they are verified, available and do not breach any confidentiality

- (vi) Allow the usage of these metrics in sales and marketing efforts, to the extent they do not reveal any trade secrets or confidential information of the company and as stipulated above

- (vii) Serve as a reference customer for Hafta Have, providing feedback and quotes reflecting the impact of the service for **Customer** and its customers, to be used in Hafta Have's sales presentations, web site, and other promotional materials.

- (viii) Obtain and maintaining all relevant underlying customer consents in compliance with applicable laws and regulations.

EXHIBIT B

Service Level Terms

The Services are provided on an “AS IS” basis.

EXHIBIT C

Support Terms

Company will provide Technical Support to Customer via electronic mail on weekdays during the hours of 9:00 am through 9:00 pm Pacific time, with the exclusion of Federal Holidays ("**Support Hours**").

Customer may initiate support by emailing support@haftahave.com.

Company will use commercially reasonable efforts to respond to all Helpdesk tickets within one (1) business day.