

Providence Mobile, LLC DBA “Quilter’s Thread”

Merchant Agreement

This Organization Agreement (“Agreement”) is made effective as of **date membership is purchased** by and between Providence Mobile, LLC DBA “Quilter’s Thread” (“Quilter’s Thread”) and **the Organization**. (“Organization” / “You”). The person purchasing membership on Organization’s behalf has been duly authorized and empowered to execute and deliver this Agreement. In consideration of the mutual promises and covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

Quilter’s Thread is willing to provide Organization access to and use of its customer experience and mobile app, technology, and related Services described on the Quilter’s Thread.com website only on the condition that Organization accepts all of the terms and conditions contained in this Agreement.

By purchasing a membership, You acknowledge that You, on behalf of the Organization, have read this Agreement, understand it and agree to be legally bound by its terms and conditions. If You do not agree to any of the terms below, Quilter’s Thread is unwilling to provide its Services to You, and You should not purchase membership.

1. Definitions.

Content - means content Organization uploads, posts, transmits, or otherwise disseminates to users through the Services, Website or Mobile Applications, or any content Organization requests be uploaded, posted, transmitted or otherwise disseminated to users through the Services, Website or Mobile Application, and which is publicly available to such users.

Fees – any and all fees attributed to data, licensing, membership subscription, development, support or integrations.

Mobile Application User – any Mobile Application User of Organization using Quilter’s Thread Services. All Users using the mobile applications agree to the separate and mutually agreed upon Terms of Use and Privacy Policy prior to accessing the Services.

Subscription Term –is the subscription term of one (1) year.

Services - the www.Quilter’s Thread.com website and domain name and all other websites and domain names affiliated with Quilter’s Thread and any other linked pages, features, content, or application services (including without limitation mobile application services) offered in connection therewith by Quilter’s Thread.

2. Service; Proprietary Rights.

2.1 Services. Subject to Organization’s compliance with all terms and conditions of this Agreement, Quilter’s Thread will provide its Services to Organization as of the Effective Date.

2.2 Service License. Subject to Organization’s compliance with all terms and conditions in this Agreement, Quilter’s Thread grants Organization for the term of this Agreement a limited, personal, nonexclusive, non-sublicensable, royalty-free, nontransferable (except as provided in this Agreement) license to access and use the Services solely for its internal business purposes. Should Organization seek to use the Services for external business purposes, Organization will follow all logo, branding, marketing and style guidelines as provided by Quilter’s Thread on its website.

2.3 Intellectual Property. Organization and Organization Client agree that all copyrights, trademarks, service marks, mobile application code and other intellectual property rights pertaining to the Services are and shall remain the property of Quilter’s Thread. Quilter’s Thread agrees that all copyrights, trademarks, service marks and any other intellectual property Organization may permit Quilter’s Thread to use in connection with this Agreement remain the property of Organization and Quilter’s Thread must cease use of such materials immediately upon termination or expiration of this Agreement.

2.4 Proprietary Information. At all times during the term of Organization’s association with Quilter’s Thread and thereafter, Organization will hold in strictest confidence and will not

disclose, use, lecture upon or publish any of the Quilter's Thread's Proprietary Information. The Organization shall not share or give access to Quilter's Thread's Proprietary Information such as but not limited to mobile application code without prior approval from Quilter's Thread. The term "Proprietary Information" shall mean any and all trade secrets, confidential knowledge, know-how, data or other proprietary information or materials of Quilter's Thread. By way of illustration but not limitation, Proprietary Information includes: (i) inventions, ideas, code, samples, prototypes, devices, hardware, software, materials, electronic components, and procedures for producing any such items, as well as data, know-how, improvements, inventions, discoveries, developments, designs and techniques; (ii) information regarding plans for research, development, new products, marketing and selling activities, business models, budgets and unpublished financial statements, licenses, expenses, prices, costs, suppliers and customers. At all times during the term of Quilter's Thread's association with Organization and thereafter, Quilter's Thread will hold in strictest confidence and will not disclose, use, lecture upon or publish any of the Organization's Proprietary Information. Quilter's Thread shall not share or give access to Organization's Proprietary Information. The term "Proprietary Information" shall mean any and all trade secrets, confidential knowledge, know-how or other proprietary information or materials as noted by the Organization in writing.

2.5 Content License. Organization hereby grants Quilter's Thread for the term of this Agreement a non-exclusive, worldwide, royalty-free, perpetual, and transferable right to display the Content within its Services, on the Website and in its Mobile Applications. Quilter's Thread reserves the right to (a) remove any Content at any time if it believes, in its sole discretion, that such Content violates this Agreement in any manner and (b) reformat the Content in order to make it compatible with the Service.

2.6 Availability of Services. Organization and Organization Client's acknowledge and agree that (i) the availability of GPS, mobile data networks, and the Internet may affect your ability to use the Services, (ii) delivery of mobile messages and availability of mobile application or web-based browsing is not guaranteed, (iii) the Services may differ depending on the Carrier with whom you or your customers maintain an account and that Carrier's ability to support the Services, (iv) Quilter's Thread is not responsible for the act or omission of any Carrier (including failure to deliver any communication to Quilter's Thread or a provider of any Product in timely fashion), any limitations imposed by such Carrier, or such Carrier's ability or inability to support the Services, (v) Quilter's Thread is not responsible for any limitations of the Internet or mobile networks (vi) Quilter's Thread is not responsible for any error made by Organization or Organization's customers in using the Services, and (vii) Quilter's Thread is not responsible and will not be liable for any inability to access or use the Services, or any errors, non-conformities, or other problems with the Services, arising from, related to, or caused in whole or in part by any event, circumstance, act or omission outside of Quilter's Thread's control.

2.7 Modification of Services. Quilter's Thread reserves the right, in its sole discretion, to modify the Services from time to time and without notice, including by changing features or functions in the Service, or removing, adding, or modifying Products and/or third-party vendors from the Product Menu. Quilter's Thread shall have no liability to Organization for any modification or discontinuation of the Services.

2.8 Publicity. During the term of this Agreement, Organization agrees (i) to identify itself as a Quilter's Thread member organization, and to display signage so users are aware of the mobile application and have information for downloading it. Organization agrees that its use of Quilter's Thread name, logo and general description of the Services will follow Quilter's Thread guidelines as provided on www.Quilter'sThread.com and within the style guides; (ii) that Quilter's Thread may identify Organization as a Quilter's Thread member customer, using Organization's name and logo, and generally describe the services it provides to Organization in its promotional materials, presentations, and proposals to other current and prospective customers. The foregoing may include, without limitation, the use of Organization's and Organization Client's name and logo on the Website; (iii) that Quilter's Thread may also use and market any data compiled or collected for industry-wide statistical analyses so long as no mention of the source is made or implied; and (iv) that Organization hereby grants all rights and licenses necessary to accomplish

the foregoing. Immediately upon termination, Quilter's Thread will remove any and all references to Organization's name and logo from its promotional materials, presentations, and proposals.

2.9 Promotion. During the term of this Agreement, Organization agrees to accept Quilter's Thread gift certificates or gift cards according to any special provision or limitation noted. Organization agrees to return Quilter's Thread gift certificates or gift cards to Quilter's Thread according to directions on gift certificate; Quilter's Thread agrees to reimburse Organization the amount of the gift certificate or gift card plus \$1 for handling in U.S. Dollars.

3. Restrictions; Indemnity.

3.1 Restrictions.

A. In connection with your access to or use of the website, mobile application(s) and/or the Services, or in the course of your interactions with Quilter's Thread, Organization will not directly or indirectly: (a) disassemble, decompile, reverse engineer or use any other means to attempt to discover any source code of the Service, (b) change the sections of the mobile applications that include Quilter's Thread code in any way without prior notice and approval of Quilter's Thread; (c) use the Service or contribute any Content that infringes or violates the intellectual property rights or proprietary rights, rights of publicity or privacy, or other rights of any third party; (d) copy, distribute, manufacture, adapt, create derivative works of, translate, localize, port or otherwise modify any part of the Service; (e) use the Service or contribute any Content that is harmful, fraudulent, deceptive, threatening, abusive, obscene, libelous, or otherwise objectionable, or that violates any law, statute, ordinance, or regulation; (f) permit any third party to engage in any of the foregoing proscribed acts; (g) provide false, inaccurate or misleading information; (h) refuse to cooperate in an investigation or provide confirmation of your identity or any information you provide to Quilter's Thread; (i) take any action that imposes an unreasonable or disproportionately large load on Quilter's Thread infrastructure; or (j) transmit or facilitate the transmission of any viruses, Trojan horses, worms or other computer programming routines that may damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data or Service; Organization is solely responsible for all Content.

B. In the event of Organization's or Organization Client's unauthorized use of an entity's name, Quilter's Thread reserves the right to grant the rightful owner or authorized user of such name control of Organization's account.

C. Quilter's Thread reserves the right to disable and/or restrict access to any Location on the Service that Quilter's Thread determines, in its sole discretion and without refund to Organization or Organization Client, to be inappropriate, improper, promotes illegal activity, or is otherwise objectionable, including without limitation any Location involving or relating to adult entertainment.

3.2 Organization and Organization Clients will indemnify and hold Quilter's Thread, its parents, subsidiaries, affiliates, officers, and employees harmless (including without limitation from all damages, liabilities, settlements, costs and attorneys' fees) from any claim or demand due to or arising out of Organization's access to or use of the Service, including without limitation arising out of Organization's breach of Section 3.1.

4. Payments.

4.1 Fees. Organization shall pay Quilter's Thread the fees for the Services ("Fees"), as set forth on the Quilter's Thread website: www.quilterstthread.com. All fees paid hereunder are non-refundable.

4.2 Billing and Payment Terms.

A. All payments shall be made in U.S. dollars. Quilter's Thread may change Fee rates with thirty (30) days' notice to Organization, prior to the end of Organization's then-current Subscription Term, to take effect upon the start of Organization's next Subscription Term.

4.3 Taxes. All payments hereunder are exclusive of federal, state, local and foreign taxes, duties, tariffs, levies, withholdings and similar assessments (including without limitation, sales taxes, use taxes and value added taxes), and Organization shall bear and be responsible for the payment of all such amounts, excluding taxes based upon Quilter's Thread's net income.

5. Warranty Disclaimer. THE SERVICE IS PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND. NEITHER QUILTER'S THREAD NOR ITS SUPPLIERS WARRANTS THAT THE SERVICE WILL MEET ORGANIZATION'S REQUIREMENTS OR RESULT IN ANY OUTCOME, OR THAT THE OPERATION OF THE SERVICE WILL BE UNINTERRUPTED OR ERROR-FREE. EXCEPT AS OTHERWISE EXPRESSLY PROVIDED HEREIN, TO THE FULLEST EXTENT PERMITTED BY LAW, QUILTER'S THREAD HEREBY DISCLAIMS (FOR ITSELF AND ITS SUPPLIERS) ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, WITH RESPECT TO THE SERVICE INCLUDING, WITHOUT LIMITATION, ALL IMPLIED WARRANTIES OF TITLE, NON-INFRINGEMENT, QUIET ENJOYMENT, INTEGRATION, ORGANIZATIONABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE AND ALL WARRANTIES ARISING FROM ANY COURSE OF DEALING, COURSE OF PERFORMANCE OR USAGE OF TRADE.

6. Limitation of Liability. EXCEPT TO THE EXTENT THAT ANY EXCLUSION OR LIMITATION OF ITS LIABILITY IS VOID, PROHIBITED OR UNENFORCEABLE BY APPLICABLE LAW, IN NO EVENT SHALL QUILTER'S THREAD (OR ITS SUPPLIERS) BE LIABLE CONCERNING THE SUBJECT MATTER OF THIS AGREEMENT, REGARDLESS OF THE FORM OF ANY CLAIM OR ACTION (WHETHER IN CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE), FOR ANY (A) MATTER BEYOND ITS REASONABLE CONTROL (INCLUDING ANY ERROR OR DAMAGE ATTRIBUTABLE TO ANY NETWORK OR SYSTEM), (B) LOSS OR INACCURACY OF DATA, LOSS OR INTERRUPTION OF USE, OR COST OF PROCURING SUBSTITUTE TECHNOLOGY, GOODS OR SERVICE, (C) INDIRECT, PUNITIVE, INCIDENTAL, RELIANCE, SPECIAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES INCLUDING, BUT NOT LIMITED TO, LOSS OF BUSINESS, REVENUES, PROFITS AND GOODWILL, AND TRADING AND INVESTMENT LOSSES, OR (D) DAMAGES, IN THE AGGREGATE, IN EXCESS OF THE AMOUNTS PAID TO QUILTER'S THREAD HEREUNDER WITH RESPECT TO THE SERVICE THAT GAVE RISE TO THE CLAIM DURING THE 6-MONTH PERIOD PRIOR TO THE DATE THE CAUSE OF ACTION AROSE, EVEN IF THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THESE LIMITATIONS ARE INDEPENDENT FROM ALL OTHER PROVISIONS OF THIS AGREEMENT AND SHALL APPLY NOTWITHSTANDING THE FAILURE OF ANY REMEDY PROVIDED HEREIN.

7. Force Majeure. Neither party is in breach of this Agreement for any cessation, interruption, or delay in the performance of its obligations hereunder (other than payment obligations) due to causes beyond its reasonable control including, without limitation: earthquake, flood, fire, storm, or other natural disaster, act of God, labor controversy or threat thereof, civil disturbance or commotion, acts or threats of terrorism, disruption of the public markets, war, or armed conflict.

8. Term and Termination.

8.1 Term. This Agreement shall commence on the Effective Date and shall continue in effect for the Subscription Term, unless terminated earlier as permitted herein. This Agreement will automatically renew at the end of the initial Subscription Term for successive Subscription Terms of the same duration, unless either party gives thirty (30) days' notice of non-renewal prior to the end of the then-current Subscription Term.

8.2 Termination.

A. If Quilter's Thread breaches a material provision of this Agreement, Organization may terminate this Agreement with forty-five (45) days written notice to Quilter's Thread, unless the breach is cured within such notice period.

B. If Organization breaches a material provision of this Agreement, Quilter's Thread may terminate this Agreement with forty-five (45) days written notice to

Organization, unless the breach is cured within such notice period. However, Quilter's Thread may terminate immediately and/or may suspend any and all features of the Service, and/or Organization's access thereto, without prior notice or liability, if Organization breaches certain terms or conditions of this Agreement such as breach of confidentiality or misuse of technology as noted in Section 3.1 A.

C. All Quilter's Thread code must be removed within 30 days of termination from all the Organization's applications. Upon removal, the source code and all copies must be deleted from all Organization resources and cannot be shared with another developer or outside Third Party. Any Quilter's Thread Proprietary Information that is not returned or destroyed remains subject to the confidentiality and obligations set forth in this Agreement.

8.3 Effects of Termination. Upon any expiration or termination of this Agreement, all rights, obligations and licenses of the parties shall cease, except that (a) all obligations that accrued prior to the effective date of termination (including without limitation, all payment obligations) shall survive and (b) the provisions of Sections 2.3, 2.4, 2.6, 3.2, 5, 6, 9 and this Section 8 shall survive.

9. General Provisions.

9.1 Entire Agreement. This Agreement constitutes the entire agreement, and supersedes all prior negotiations, understandings or agreements (oral or written), between the parties about the subject matter of this Agreement. No waiver, consent or, except as expressly provided herein, modification of this Agreement shall bind either party unless in writing and signed by the party against which enforcement is sought. The failure of either party to enforce its rights under this Agreement at any time for any period will not be construed as a waiver of such rights. If any provision of this Agreement is determined to be illegal or unenforceable, 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.

9.2 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Wisconsin, without regard to its conflicts of law provisions. Unless waived by Quilter's Thread in its sole discretion, exclusive jurisdiction and venue for actions related to this Agreement will be the state or federal courts located in the city of Quilter's Thread's choosing, and both parties consent to the jurisdiction of such courts with respect to any such action. In any action or proceeding to enforce or interpret this Agreement, the prevailing party will be entitled to recover from the other party its costs and expenses (including reasonable attorneys' fees) incurred in connection with such action or proceeding and enforcing any judgment or order obtained.

9.3 Notices. Any notice or communication hereunder shall be in writing and either personally delivered or sent via confirmed facsimile, recognized express delivery courier or certified or registered mail, prepaid and return receipt requested, addressed to the other party at its address specified above, or at such other address designated in a subsequent notice. All notices shall be in English, effective upon receipt.

9.4 Assignment. Organization shall not assign this Agreement without Quilter's Thread's consent. Quilter's Thread shall not assign this Agreement without Organization's consent, except upon merger, acquisition or other type of change of control of Quilter's Thread.