

IVY.AI SERVICE AGREEMENT

This Service Agreement (this "Agreement") dated October 25, 2018 is entered into by and between Ivy.ai, Inc. (a Delaware Corporation), and Florida Atlantic University, ("Client"). The "Effective Date" of this Agreement shall be November 16, 2018.

1. ACCESS

Ivy will make available to Client a web based plugin ("Chatbot"). Ivy will customize Chatbot in accordance with Client's selections set forth in Exhibit A. Ivy agrees to use commercially reasonable best efforts to satisfy the custom requirements of Client.

2. RIGHTS

(a) Ivy Applications. Client hereby agrees that Ivy is the sole and exclusive owner of all right, title and interest in and to the Ivy Applications and any and all improvements, customizations and enhancements thereto. Client hereby further agrees that Client shall not under any circumstances assert any claims that challenge Ivy's rights in and to the Applications, nor shall it aid nor induce any third party to do the same. Except as expressly permitted herein, Client shall have no right or license to the Applications. Client further agrees that it shall not use, copy, print, display, publish, transmit, sublicense or otherwise transfer, distribute or make available to others, edit, modify, or create any derivative works of, all or any part of the Applications. For the avoidance of doubt, Client has no rights to re-sell or re-distribute the Applications or offer any service that effectively does the same. All trademarks, service marks, trade names and logos of Ivy appearing on or within the Ivy Applications are the sole property of Ivy and may not be used by Client without written permission.

3. SERVICE FEES; PAYMENT

(a) Service Fees. Client will pay to Ivy the fees set forth in Exhibit B. All amounts paid are nonrefundable except for refunds allowed under Section 5(a) during the Warranty Period (as defined below).

4. TERM AND TERMINATION

(a) Initial Term; Renewal. The initial term of this Agreement shall commence on the Effective Date and shall continue for an initial period of twelve (12) months. (b) Termination; Effect of Termination. This Agreement may be terminated by either party upon a breach by the other party of any material term of the Agreement, which breach is not cured within fourteen (14) calendar days of dispatch of written notice setting forth the nature of the breach. Client acknowledges that upon the termination of this Agreement for any reason or no reason, Client's rights under Section 1 above shall cease and Ivy reserves the right to suspend the user login IDs and passwords of Client's administrators or to otherwise deny access to the Applications, and Ivy will be under no obligation to save any data or documents created by Client's administrators prior to such termination.

5. WARRANTIES

(a) Applications. For a period of thirty (30) days commencing on the Effective Date (the "Warranty Period"), Ivy warrants that the Applications will perform substantially as demonstrated to Client by Ivy. Should the Applications fail to continue to perform substantially as demonstrated following the

expiration of the Warranty Period, Client is entitled to a pro-rata refund of any annual service fees paid. (b) Remedies. In the event of a breach of the foregoing warranty, Client must notify Ivy of such breach in writing during the Warranty Period. Ivy's sole liability and obligation and Client's exclusive remedy for breach of this warranty will be for Ivy, at its sole discretion and option, to either repair the Applications or to refund to Client the fees paid hereunder as set forth above. Upon the refund of such fees, Ivy shall discontinue Client's access to the Applications and Client's rights under Section 1 above shall immediately cease. (c) Disclaimer. EXCEPT AS EXPRESSLY SET FORTH HEREIN, IVY MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS, IMPLIED OR STATUTORY, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE OR NON-INFRINGEMENT, AND IVY HEREBY DISCLAIMS THE SAME. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, IVY MAKES NO REPRESENTATION OR WARRANTY THAT THE IVY APPLICATIONS WILL OPERATE IN AN UNINTERRUPTED OR ERROR FREE MANNER. IVY DOES NOT AND CANNOT CONTROL THE FLOW OF DATA OVER THE INTERNET. ACCORDINGLY, IVY FURTHER DISCLAIMS ANY AND ALL LIABILITY RESULTING FROM OR RELATING TO ANY DISRUPTION IN CLIENT'S ACCESS TO THE APPLICATIONS DUE TO ANY INTERRUPTION OR PERFORMANCE DEGRADATION OF ACCESS RELATED TO THE INTERNET.

6. LIMITATION OF LIABILITY

IVY SHALL NOT BE LIABLE FOR ANY INDIRECT, SPECIAL, EXEMPLARY, CONSEQUENTIAL OR INCIDENTAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT (INCLUDING, WITHOUT LIMITATION, ANY DAMAGES FOR LOST PROFITS OR LOST CLIENT DATA OR BUSINESS INTERRUPTION), WHETHER ARISING FROM MISTAKES, OMISSIONS, INTERRUPTIONS, DELETION OF FILES, ERRORS, DEFECTS, DELAYS IN OPERATION OR TRANSMISSION, OR FAILURE OF PERFORMANCE, EVEN IF IVY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL IVY'S AGGREGATE LIABILITY FOR ALL CLAIMS UNDER THIS AGREEMENT, WHETHER ARISING IN CONTRACT, TORT OR ANY OTHER LEGAL THEORY (INCLUDING, WITHOUT LIMITATION, NEGLIGENCE OR STRICT LIABILITY) EXCEED AN AMOUNT EQUAL TO THE FEES PAID BY CLIENT HEREUNDER IN THE TWELVE MONTH PERIOD PRECEDING THE ACT GIVING RISE TO ANY SUCH CLAIM FOR DAMAGES.

7. CONFIDENTIALITY

(a) Confidential Information. "Confidential Information" means any information received by one party (the "receiving party") from the other party (the "disclosing party") and which the receiving party has been informed of or has a reasonable basis to believe is confidential to the disclosing party, unless such information: (1) was known to the receiving party prior to receipt from the disclosing party; (2) was lawfully available to the public prior to receipt from the disclosing party; (3) becomes lawfully available to the public after receipt from the disclosing party through no act or omission on the part of the receiving party; (4) corresponds in substance to any information received in good faith by the receiving party from any third party without restriction as to confidentiality; or (5) is independently developed by an employee, contractor or agent of the receiving party who has not received or had access to such information as demonstrated by contemporaneously prepared documentation. (b) Confidentiality Obligations. Each party agrees to maintain Confidential Information received from the other party in confidence and shall not disclose such Confidential Information to any third party without the prior written approval of the disclosing party. A receiving party may disclose Confidential Information if legally compelled to comply with

any order of a court or any applicable rule, regulation or law of any jurisdiction. In the event that a receiving party is required by judicial or administrative process to disclose Confidential Information of the disclosing party, it shall promptly notify the disclosing party and allow the disclosing party a reasonable time to oppose such process. Each party shall protect Confidential Information of the other by using the same degree of care that the party uses to protect its own confidential information of like nature, but not less than a reasonable degree of care, to prevent unauthorized disclosure or use of such Confidential Information. Client agrees that it shall not disclose to any third party any information obtained through the use of the Applications (except for the Client's own data).

8. MISCELLANEOUS

(a) Assignment. Neither party will assign or transfer any rights or obligations under this Agreement without the prior written consent of the other party. (b) Specific Performance. The parties hereto acknowledge that with regard to breaches of a party's confidentiality obligations, money damages will not be an adequate remedy for any such breach and that a disclosing party shall be entitled to seek equitable relief, including an injunction and specific performance, in the event of any breach or threatened breach, in addition to any other remedies available to the disclosing party at law or in equity. Both parties each waive the defense that an adequate remedy at law exists for any breach or threatened breach of this Agreement. (c) Force Majeure. Neither party shall be liable to the other by reason of any failure of performance hereunder (except failure to pay) if such failure arises out of causes beyond such party's reasonable control, despite the reasonable efforts and without the fault or negligence of such party. Any party experiencing such an event shall give as prompt notice as possible under the circumstances. Without limiting the generality of the foregoing, Ivy shall not be liable to Client in any way for any failure or delay in the performance of its obligations hereunder which failure is caused, directly or indirectly, by the failure of any matter for which Client is responsible under this Agreement. (d) Waiver. Failure to insist upon strict compliance with any provision of this Agreement shall not be deemed a waiver of such provision or any other provision hereof. (e) Independent Contractors. The execution of this Agreement shall not create any agency, partnership, joint venture, association, or any other relationship between the parties other than that of independent contracting parties. (f) Governing Law. This Agreement shall be interpreted and governed in all respects by the substantive laws of the State of Louisiana without regard to any conflict of law provisions. (g) Complete Agreement. This Agreement represents the entire understanding of the parties with respect to its subject matter, and supersedes any other prior or contemporaneous agreements or understandings, whether written or oral, concerning Confidential Information. This Agreement may only be changed by the mutual agreement of authorized representatives of the parties in writing. (h) Notices. All notices or reports permitted or required under this Agreement shall be in writing and shall be sent to the person executing this agreement at the address indicated above.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement intending to be legally bound as of the Effective Date.

Florida Atlantic University

Ivy.ai, Inc.

By: _____

By: _____

Name: _____

Name: Mark McNasby

Title: _____

Title: CEO

Date: _____

Date: _____

EXHIBIT A: Modules

☒ Financial Aid

EXHIBIT B: Fees

Upon execution of this Agreement, the Client will be invoiced the Annual Service Fee set forth below. Client will be invoiced for the Annual Service Fee in subsequent years thirty (30) days prior to the Renewal Date. The Renewal Date will be the exact day as the effective date in the following year. Payments shall be due and paid net thirty (30) days and all invoices shall be settled thirty (30) days after the date of such invoice. Payments not received within thirty (30) days of invoice shall be considered "past due" and will accrue past due interest at a rate of eighteen percent annual interest or the maximum rate allowed under applicable law. Credit card payments will have a processing fee of 3% added.

\$30,000 per year