



## SOFTWARE LICENSE AND SERVICES AGREEMENT

Proposal ID #: 12969-E TH

This Software License and Services Agreement ("Agreement") is entered into as of 10/5/2018 ("Effective Date"), by and between [REDACTED] Technology Corp., ("Celerant"), a New York corporation, located at 4830 Arthur Kill Road, Staten Island, New York, 10309 and [REDACTED] [REDACTED] [REDACTED] center LLC, a [REDACTED] Ohio Corporation, located at: 597 Sunbury Rd. Delaware, OH 43015 ("Licensee").

**WHEREAS**, Celerant is a software product and services company and is the owner of certain software entitled Celerant Command Retail Management System, ("Software," as further defined herein);

**WHEREAS**, Licensee desires to obtain, and Celerant desires to grant to Licensee, a right and license to use the Software upon the terms and conditions set forth herein;

**WHEREAS**, Licensee desires for Celerant to perform certain software development, implementation, integration and support services, and Celerant is ready, willing and able to provide said services;

**WHEREAS**, Licensee desires to obtain maintenance services for Software from Celerant;

**NOW THEREFORE**, in consideration of the mutual promises contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1) Definitions:

- Retail Redefined*
- a) "Confidential Information" shall mean (i) the financial terms of this Agreement, (ii) the software, technology, ideas, formulae, know how, documentation, procedures, algorithms and trade secrets embodied in the Software, technical documentation, solution methodology, user manuals and other deliverables (including the developments and adaptations to the Software) and (iii) any information provided by either party to the other; except such information that (a) is known prior to its first receipt of such information, (b) is generally known to the public prior to its receipt, (c) after receipt, becomes available to the public other than as a result of a disclosure by either party, or (d) is required to be disclosed pursuant to an applicable law or by order of any court or governmental agency.
  - b) "Enhancements" shall mean the customization, modifications and software development which adds new functionality to the Software. Enhancements obtained by Licensee herein shall be governed by the terms of this Agreement and shall be included within the term "Software" for all purposes herein.
  - c) "Intellectual Property Rights" shall mean all copyrights, trademarks, service marks, trade secrets, patents, patent applications, moral rights, contract rights, and other proprietary rights.
  - d) "Live Date" shall mean the first date when the Software is placed in actual productive use by a store or website and is used to process a non-test transaction.

Initials

Initials

Master Agreement  
2018.09.01