TERRITORY WON, LLC

MARKETING COMMAND CENTER — SOFTWARE LICENSE AGREEMENT

This Agreement is between Territory WON, LLC (“Territory WON”) and the person or business that purchases the Marketing Command Center (“Buyer”). This purchase grants a single-business, non-transferable license to Buyer to use the Marketing Command Center (“the Software”) for Buyer's internal field marketing and sales operations, limited to the single physical business location or assigned sales territory for which Buyer configures the Software through its built-in setup wizard. Each license is for one individual person only (“the Licensed User”): the Buyer, if the Buyer is an individual, or the single individual the Buyer designates, if the Buyer is a business or organization. A license may not be used by more than one person.

Acceptance

Before completing a purchase, Buyer is asked to check a box stating “I have read and agree to the Software License Agreement.” Buyer's checking that box, and Territory WON's record of it, constitutes Buyer's agreement to be bound by the terms of this Agreement. If Buyer did not check that box for any reason, Buyer's acceptance of delivery, and continued use of the Software beyond the refund window described below, constitutes agreement to be bound by the terms of this Agreement. No physical or electronic signature is required.

Organizational (Multi-Seat) Purchases

When the Software is purchased as part of a multi-seat organizational order, each seat purchased constitutes a separate, individual license grant under these same terms, for use by one Licensed User only, and tied to the specific physical location or assigned sales territory for which that seat's copy of the Software is configured through its built-in setup wizard. The Buyer may not deploy, configure, or actively use a greater number of copies of the Software than the number of seats actually purchased, may not permit any seat to be used by more than one person, and may not reassign a seat's license to a different individual, location, or territory without Territory WON's consent.

This license does NOT permit the Buyer to:

- Resell, sublicense, or redistribute the Software or any modified version of it.
- Use the Software as the basis for a competing commercial product.
- Share the Software file(s) with other businesses, franchises, or independent contractors outside the licensed business, or deploy a single purchased seat across more than one physical location or territory.
- Allow more than one individual to use a single seat, including by sharing a login, the Software file, or an export of data from it with coworkers or teammates, whether or not to split the cost.
- Reverse engineer, decompile, or extract source code for the purpose of building a derivative commercial product.

The Buyer MAY:

- Modify the Software for internal use within the licensed business.
- Use the Software across as many of the Licensed User's own devices as the Licensed User wishes.
- Request custom modifications from Territory WON, LLC (additional fees may apply).

This is a one-time purchase with no recurring fees. Territory WON, LLC reserves the right to update pricing for future versions; this license does not guarantee free upgrades beyond the version purchased, though minor bug fixes will be provided.

Warranty Disclaimer

THE SOFTWARE IS PROVIDED “AS IS,” WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS

FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. Territory WON, LLC does not warrant that the Software will meet Buyer's specific requirements, operate uninterrupted, or be error-free.

Limitation of Liability

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL TERRITORY WON, LLC, ITS MEMBERS, OR ITS MANAGERS BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES ARISING OUT OF OR RELATED TO THE USE OF THE SOFTWARE, INCLUDING BUT NOT LIMITED TO LOST PROFITS, LOST DATA, OR BUSINESS INTERRUPTION, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. TOTAL LIABILITY UNDER THIS AGREEMENT SHALL NOT EXCEED THE AMOUNT ACTUALLY PAID BY BUYER FOR THE SOFTWARE (OR, FOR AN ORGANIZATIONAL PURCHASE, THE AMOUNT PAID FOR THE SPECIFIC SEAT GIVING RISE TO THE CLAIM). The foregoing limitation shall not apply to Buyer's indemnification obligations under this Agreement.

HIPAA and Data-Regulation Responsibility

The Software is a marketing-intelligence tool only. It is designed to store no protected health information (PHI), and includes built-in safeguards — including initials-only patient-identifier fields and an active full-name detector — intended to prevent PHI from being entered into the Software. Buyer acknowledges and agrees that compliance with HIPAA and any other applicable data-protection or privacy regulations, both in Buyer's use of the Software and in Buyer's broader business operations, remains Buyer's sole responsibility. Territory WON, LLC makes no representation or warranty that use of the Software alone satisfies any of Buyer's regulatory compliance obligations.

Buyer Responsibility for Use and Data

Buyer is solely responsible for all information entered into, stored in, or exported from the Software, and for how the Software is used, including whether that use and information comply with applicable law and with any agreements, policies, or employer rules that apply to Buyer. Territory WON does not review, monitor, or verify Buyer's data or Buyer's use of the Software, and is not responsible for the content, accuracy, legality, or consequences of either.

Acceptable Use

Buyer will not use the Software to store protected health information or other data that Buyer is not legally permitted to collect or store, including full patient names, diagnoses, insurance details, Social Security numbers, or financial account numbers. Buyer will not use the Software for any unlawful purpose or in violation of the rights of any third party. Buyer is responsible for obtaining any consents or permissions required to record information about the contacts and prospects Buyer enters into the Software. The Software's safeguards are intended to reduce the risk of prohibited data entry but are not guaranteed to detect or prevent all such entries.

Indemnification

Buyer agrees to indemnify, defend, and hold harmless Territory WON, LLC, its members, managers, and agents against third-party claims, damages, and reasonable attorney's fees arising from Buyer's unlawful use of the Software, misuse of data, or breach of this Agreement, except to the extent caused by Territory WON's own negligence or misconduct.

Data Storage and Backups

The Software runs in Buyer's web browser, either from a file on Buyer's own device or from a website that Buyer publishes through Buyer's own hosting account, and stores data locally in Buyer's browser and in backup files that Buyer exports. Territory WON does not host, receive, access, or control Buyer's data. Buyer is solely responsible for any third-party hosting or other service Buyer chooses to use with the Software, including its terms, availability, and cost; for exporting regular backups; for safeguarding its devices, accounts, and backup files; and for any loss of data resulting from clearing browser data, switching devices, replacing browsers, or using the wrong file or web address.

Password and License Key

Buyer will keep the password and license key delivered with the Software confidential and will use them only for the Licensed User. Buyer will not share, remove, alter, or bypass the password protection, the license key, or any Buyer name or license information applied to the Software.

Refunds

Refunds are governed by the Territory WON Refund-Trigger Policy.

When the 10 days begin. The 10-day refund period begins on the day Territory WON has emailed Buyer the download link, the password and the license key (the "Start Date"). Delivery of the Software is complete on the Start Date. The period continues to run while Buyer configures the Software.

How to request a refund. If the Software is not working as described, Buyer may request a full refund of the purchase price by emailing Territory WON directly, on or before the 10th calendar day after the Start Date, and describing what is not working. Territory WON's support team then has a fair chance to fix the problem, up to 5 business days. If the Software is still not working as described after that, Buyer receives a full refund. A request sent on time remains on time even if the fix or the refund is completed after the 10th day.

After the 10 days. After the 10th day, no refund is available for any reason, except that if Territory WON confirms a reproducible defect in the Software's core advertised functionality, Territory WON will provide a corrected copy of the Software or, if a corrected copy is not delivered within 5 business days of confirmation, a full refund of the purchase price. Territory WON will continue to provide support and bug fixes.

Discretion and abuse. Nothing in this clause limits Territory WON's right to grant a refund in other circumstances in its sole discretion, and any such refund creates no obligation to grant another. Territory WON reserves the right to deny a refund it reasonably believes is part of a coordinated, multi-account refund-abuse attempt.

Governing Law and Venue

This Agreement shall be governed by and construed in accordance with the laws of the State of South Carolina, without regard to its conflict-of-laws principles. Any dispute arising under this Agreement shall be resolved in the state or federal courts located in South Carolina.

Intellectual Property

All intellectual property rights in the Software remain the exclusive property of Territory WON, LLC. This license is a grant of use rights only, and does not transfer ownership of the Software or any underlying code.

Consumer Protection Laws

Nothing in this Agreement limits any right or remedy that applicable consumer-protection law gives Buyer and that cannot be waived by contract. The refund terms and warranty disclaimers in this Agreement apply to the fullest extent those laws allow.

Severability

If any provision of this Agreement is held unenforceable, the remaining provisions shall remain in effect.

Modifications

Any modification of this Agreement must be in writing and agreed to by both parties.

Force Majeure

Territory WON shall not be liable for delays or failures in performance caused by circumstances beyond its reasonable control.