

#### MIRA APPLICATION SERVICE PROVIDER AND LICENSE AGREEMENT

THIS AGREEMENT is made and entered into as of August 18, 2023 (the "Effective Date") (hereinafter the Agreement") by and between Mira Conference, Inc., a Missouri corporation ("COMPANY" or "MIRA"), having its principal place of business at 201 S. Central Ave, Ste. 200, St. Louis, MO, 63105, and American Podiatric Medical Association ("CUSTOMER"), having its principal place of business at 9312 Old Georgetown Rd, Bethesda, MD 20814.

**WHEREAS**, COMPANY develops and provides specialized professional technology software for Company Conferences and other Events to businesses and organizations; and

**WHEREAS**, CUSTOMER desires to Hire COMPANY for those Services, and COMPANY desires to provide such services to CUSTOMER;

**NOW, THEREFORE**, in consideration of the premises and mutual promises hereinafter set forth, COMPANY and CUSTOMER do mutually agree as follows:

- **1. Term.** The Term of this Agreement (the "*Term*") shall be for one (1) Event(s), unless the parties Terminate the Agreement pursuant to Section 19 herein. Each conference, publication, or CUSTOMER-wide meeting shall be considered a single Event (the "*Event*").
- **2. Pricing.** In consideration for providing the Services herein, CUSTOMER shall pay to MIRA the fees identified in the Pricing and Payment Schedule (the "*Pricing*") that is attached hereto and incorporated herein as *Pricing*. The Pricing shall be without any set-off or deductions of any kind. Further, the Pricing may be amended from time to time by written agreement of the Parties.

COMPANY shall submit invoices at the times specified in the Pricing and Payment Schedule.

CUSTOMER shall make payment to COMPANY upon receipt of COMPANY'S invoice at the address set forth set forth herein. All invoices shall be deemed accepted unless disputed in writing within forty-five (45) days after receipt thereof. If an invoice is disputed, CUSTOMER shall pay the undisputed portion of the invoice when due. CUSTOMER shall pay COMPANY interest equal to the lesser of (a) one percent (1%) monthly or (b) the maximum monthly interest rate allowed by law, on any amount not fully paid within forty-five (45) days after CUSTOMER'S receipt of COMPANY'S invoice. Such interest shall continue to accrue until any unpaid amount is fully paid.

After each Event, CUSTOMER may change which modules are purchased for each successive Event(s), by adding or subtracting the modules CUSTOMER wants.

**3. The Services.** COMPANY will provide the following Services during the Term of this Agreement:

**A. mira**SMART<sup>TM</sup> **Application Service**. During the Term of this Agreement and in accordance with the terms hereof, MIRA will provide for the CUSTOMER access to and the use of those specific



modules of the **miraSMART<sup>TM</sup>** Online Software Suite (as defined herein) as are identified in the Statement of Work that is attached hereto and incorporated as *Schedule* (the "*Schedule*"), and other related Services that are provided for herein (such access, use and services referred to, collectively, as the Services ("*Services*").

**B. mira***SMART*<sup>TM</sup> **Online Software**. As part of the Services, MIRA will also provide **mira***SMART*<sup>TM</sup> Hosted Software which is composed of various functional modules, currently identified as being **submit***SMART*<sup>TM</sup> Submission and File Conversion module, **review***SMART*<sup>TM</sup> Peer Review module, **program***SMART*<sup>TM</sup> Program Scheduling module, **attend***SMART*<sup>TM</sup> Pre-conference and Program Attendee Itinerary Planning module, and **poster***SMART*<sup>TM</sup> Poster Upload, Printing, and Delivery service. The Company may from time to time introduce and incorporate additional software modules to compliment and/or interoperate with these existing modules. These modules may be licensed individually, or in combination with one another, and that any reference herein to the **mira***SMART*<sup>TM</sup> Online Software shall refer only to those specific modules that the Customer is entitled to access as identified in Pricing Section.

- C. Subject to the Statement of Work, the **miraSMART**<sup>TM</sup> modules shall be accessible to CUSTOMER'S Users twenty four (24) hours per day, seven (7) days per week, with the exception of scheduled maintenance periods which will be made known to customer at least 72 hours in advance. If the MIRA server becomes unavailable to Users, other than for scheduled maintenance, Mira shall have qualified personnel respond within four (4) hours of notification of such unavailability and shall, to the extent reasonably practical, remedy such unavailability at such time
- 4. License to Use miraSMART<sup>TM</sup> Online software. As part of this Agreement and subject to the terms herein, MIRA hereby grants to the Customer a nonexclusive, non-transferable, revocable License (the "License") for the use of the miraSMART<sup>TM</sup> Online Software in association with each Event. An additional License is required for each additional Event or for any reason other than as set out herein. The License allows for an unlimited number of the CUSTOMER'S members, employees, volunteers, or assignees (collectively, "Users") to access those specific modules within miraSMART<sup>TM</sup> that the Customer is entitled to access as identified in the Statement of Work.
- **5. Restrictions.** The Customer agrees that it will not, and will not allow its Users, directors, officers, or employees or agents to:
- (a) reverse assemble, reverse engineer, decompile or otherwise attempt to derive source code from the **miraSMART**<sup>TM</sup> Online Software or any component thereof;
- (b) copy, reproduce, modify, sell, lease, sublicense, market or commercially exploit in any way the **miraSMART**<sup>TM</sup> Application Service, **miraSMART**<sup>TM</sup> Online Software or any module or component thereof other than as expressly agreed to in this Agreement;
- (c) use, or permit the use of, the **miraSMART**<sup>TM</sup> Application Service, module or any component thereof to perform information processing or any other function whatsoever for any other person, entity or business including, without limitation, providing information processing for a third party in any service



bureau, time sharing, lease, distribution, resale, rental, application service provider agreement or any other arrangement;

- (d) disclose or grant access, without MIRA's express consent in writing, to the **miraSMART**<sup>TM</sup> Application Service, module or any component thereof to any third party other than Users.
- (e) subject to written notification to MIRA, CUSTOMER may utilize a third party vendor (AV, Room setups, etc.) who may have access to the software as needed for each specific Event.
- **6. Access to mira***SMART*<sup>TM</sup> **Application Service.** During the Term of the Agreement, CUSTOMER and the Users shall access the **mira***SMART*<sup>TM</sup> Application Service by means of the browser that is recommended by MIRA. The CUSTOMER and the Users shall access the **mira***SMART*<sup>TM</sup> Application Service through a Customer-specific URL that MIRA will establish for each Event. MIRA will provide CUSTOMER means to assign specific levels of access to certain Users, by means of username and password. MIRA will not be responsible for the use or misuse of such usernames and passwords.
- **7. Independent Contractor.** MIRA employees shall not be deemed at any time to be an employee or servants of the Customer and MIRA and its employees shall remain at all times an independent contractor for all purposes. Unless otherwise agreed to in writing, MIRA does not undertake to perform any obligation of the Customer, whether regulatory or contractual, or to assume any responsibility for the Customer's business or operations.
- 8. Ownership of Company Software and Materials. The Customer acknowledges and agrees that MIRA shall retain and own all right, title and interest and all intellectual property rights (including copyrights, trade secrets, trade-marks and patent rights) in and to the miraSMART<sup>TM</sup> Online Software, all modules and all related documentation, the miraSMART<sup>TM</sup> Site, and any proprietary plug-in software integrated into CD-ROM publications (collectively, the "MIRA Materials") and all copies thereof, and that nothing herein transfers or conveys to the CUSTOMER any ownership right, title or interest in or to the MIRA Materials or to any copy thereof or other than that which is expressly granted herein. The CUSTOMER agrees that it will not, either during or after the termination of this Agreement, contest or challenge the ownership of the intellectual property rights in the MIRA Materials by MIRA.
- **9. Ownership of the Customer Data.** MIRA acknowledges that all Customer Data, including data transmitted by the CUSTOMER and Users to MIRA pursuant to the Services provided herein shall remain the property of CUSTOMER (the "*Customer Data*"). Notwithstanding the foregoing, MIRA shall have the right to use and reproduce the Customer Data solely to the extent necessary to provide the Services and fulfill its obligations hereunder.
- 10. Customer Responsibilities. CUSTOMER shall cooperate with COMPANY by providing access to all information, materials, personnel, proofing services and approvals as may be reasonably necessary for COMPANY to perform its duties hereunder and shall comply with reasonable requests of COMPANY in the performance of its duties hereunder. CUSTOMER acknowledges that COMPANY'S ability to provide the Services in accordance with the schedule described in the Statement of Work is conditioned on CUSTOMER'S compliance with the requirements set forth in such schedule regarding the delivery of information, materials, and approvals by CUSTOMER. Any



failure by CUSTOMER to comply with such requirements may result in substantial delays in COMPANY'S provision of the Services.

- 11. Point of Contact and Approvals. CUSTOMER agrees to name a designated Point of Contact for Billing and all other purposes of this Agreement (the "*Point of Contact*"). The Point of Contact shall be the primary CUSTOMER contact for providing COMPANY with the materials and information required pursuant to MIRA providing the Services. In addition, the Point of Contact shall be responsible for providing COMPANY with any approvals required pursuant to the terms of the Statement of Work. Approvals shall take place according to the schedule outlined in the Statement of Work.
- **12.** Updated Software and Modifications. At its sole option and discretion, MIRA may prepare new versions of the miraSMART<sup>TM</sup> Online Software or the miraSMART<sup>TM</sup> Application Service that MIRA provides to its Customers ("Update Releases"). MIRA exclusively shall determine whether Update Releases shall be included in the miraSMART<sup>TM</sup> Online Software provided pursuant to the Services. At any time, MIRA may install any Update Releases in connection with providing the Services herein.
- 13. Confidential Information. (1) Each Party acknowledges that Confidential Information (including trade secrets and confidential technical, financial and business information (collectively, "Confidential Information") may be exchanged between the parties pursuant to this Agreement. Each party shall use no less than the same means it uses to protect its similar confidential and proprietary information, but in any event not less than reasonable means, to prevent the disclosure and to protect the confidentiality of the Confidential Information of the other Party. Each Party agrees that it will not disclose or use the Confidential Information of the other Party except for the purposes of this Agreement and as authorized herein. The CUSTOMER will promptly report to MIRA any unauthorized use or disclosure of MIRA'S Confidential Information that the CUSTOMER becomes aware of and provide CUSTOMER shall reasonable assistance to MIRA in the investigation and prosecution of any such unauthorized use or disclosure.
- (2) Notwithstanding Section 13(1) the Recipient of Confidential Information may use or disclose the Confidential Information to the extent that such Confidential Information is: (i) already known by the Recipient without an obligation of confidentiality, (ii) publicly known or becomes publicly known through no unauthorized act of the Recipient, (iii) rightfully received from a third party without any obligation of confidentiality, (iv) independently developed by the Recipient without use of the Confidential Information of the Disclosing Party, (v) approved by the Disclosing Party for disclosure, or (vi) required to be disclosed pursuant to a requirement of a governmental agency or law so long as the Recipient provides the other party with notice of such requirement prior to any such disclosure and takes all reasonable steps available to maintain the information in confidence.
- (3) The CUSTOMER shall, and shall take reasonable measures to cause all Users to safeguard and maintain the Confidential Information of MIRA in strict confidence, and shall take reasonable measures to cause all Users not to, disclose, provide, or make such Confidential Information or any part thereof available in any form or medium to any person except to the CUSTOMER'S employees, contractors and consultants who have a need to access such MIRA Confidential Information. CUSTOMER also agrees not to: (i) disclose to third parties (whether in writing or orally) any benchmark test data related to the **miraSMART<sup>TM</sup>** Application Service, and (ii) use MIRA's Confidential Information to create any



computer software or documentation that is substantially similar to the **miraSMART**<sup>TM</sup> Online Software.

- (4) Upon the termination of this Agreement for any reason whatsoever, each Party may request of the other that all documents, information, data and/or software however recorded, which contain any of the other's Confidential Information be returned, provided that the Party shall be entitled to charge a reasonable fee for doing so.
- (5) The Parties hereto agree that the foregoing provisions shall survive such expiry or earlier Termination of this Agreement.
- **14. Protection of Proprietary Rights.** The Customer shall not remove any proprietary, copyright, patent, trademark, design right, trade secret, or any other proprietary rights legends from the MIRA Materials.
- **15.** Compliance with GDPR. Where applicable, MIRA will comply with the GDPR EU Regulations, in accordance with MIRA's General Data Protection Regulation Policy.
- **16. Right to Perform Services For Others.** The Customer recognizes that MIRA is in the business of providing computer and information technology services and may perform services for other business that may be similar to the Services described by this Agreement. Subject to MIRA's confidentiality obligations pursuant to Section 13, nothing in the Agreement shall prevent MIRA from providing similar services similar to the Services herein to any third person.
- 17. Warranty Disclaimer. (1) MIRA EXPRESSLY DISCLAIMS ANY AND ALL REPRESENTATIONS, WARRANTIES AND CONDITIONS OF ANY KIND OR NATURE, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, REPRESENTATIONS, WARRANTIES AND CONDITIONS OF SATISFACTORY QUALITY, PERFORMANCE, MERCHANTABILITY, MERCHANTABLE QUALITY, DURABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND THOSE ARISING BY STATUTE OR OTHERWISE IN LAW OR FROM A COURSE OF DEALING OR USE OF TRADE. THE CUSTOMER ACKNOWLEDGES AND AGREES THAT MIRA MAKES NO DIRECT WARRANTY OF ANY KIND TO THE CUSTOMER UNDER THIS AGREEMENT.
- (2) MIRA FURTHER STATES THAT IT DOES NOT REPRESENT OR WARRANT THAT: (i) THE SERVICES OR MIRASMART<sup>TM</sup> APPLICATION SERVICE WILL MEET THE CUSTOMER'S BUSINESS REQUIREMENTS; OR (ii) THE SERVICES OR MIRASMART<sup>TM</sup> APPLICATION SERVICE WILL BE ERROR-FREE OR UNINTERRUPTED OR THAT THE RESULTS OBTAINED FROM ITS USE WILL BE ACCURATE OR RELIABLE; OR (iii) ALL DEFICIENCIES IN THE SERVICES OR MIRASMART<sup>TM</sup> APPLICATION SERVICE CAN BE FOUND OR CORRECTED. MIRA WILL NOT BE RESPONSIBLE FOR: (a) SERVICE IMPAIRMENTS CAUSED BY ACTS WITHIN THE CONTROL OF THE CUSTOMER OR ANY USER; (b) INTEROPERABILITY OF SPECIFIC CUSTOMER APPLICATIONS OR EQUIPMENT; (c) INABILITY OF THE CUSTOMER TO ACCESS OR INTERACT WITH ANY OTHER SERVICE PROVIDER THROUGH THE INTERNET, OTHER NETWORKS OR USERS THAT COMPRISE



THE INTERNET OR THE INFORMATIONAL OR COMPUTING RESOURCES AVAILABLE THROUGH THE INTERNET; (d) INTERACTION WITH OTHER SERVICE PROVIDERS, NETWORKS, USERS OR INFORMATIONAL OR COMPUTING RESOURCES THROUGH THE INTERNET; (e) SERVICE PROVIDED BY OTHER SERVICE PROVIDERS; OR (f) PERFORMANCE IMPAIRMENTS CAUSED ELSEWHERE ON THE INTERNET.

- 18. LIMIT OF LIABILITY. (1) FOR ANY BREACH OR DEFAULT BY MIRA OF ANY OF THE PROVISIONS OF THIS AGREEMENT, OR WITH RESPECT TO ANY CLAIM ARISING HEREFROM OR RELATED HERETO, MIRA'S ENTIRE LIABILITY SHALL IN NO EVENT EXCEED ANY OF THE FOLLOWING: (i) THE FEES PAID TO MIRA BY THE CUSTOMER PURSUANT TO THIS AGREEMENT IN THE CALENDAR YEAR IN RESPECT OF WHICH THE CAUSE OF ACTION FIRST AROSE EVEN IF THE CAUSE OF ACTION IS A CONTINUING ONE, OR (ii) IN THE AGGREGATE WITH RESPECT TO ALL CLAIMS MADE UNDER OR RELATED TO THIS AGREEMENT, THE AMOUNT PAID BY THE CUSTOMER UNDER THIS AGREEMENT.
- (2) IN NO EVENT WILL MIRA BE LIABLE FOR SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL LOSS OR DAMAGE, LOST BUSINESS REVENUE, LOSS OF PROFITS, LOSS OF DATA, LOSS OF COVER, DAMAGES FOR DELAY, PUNITIVE OR EXEMPLARY DAMAGES, FAILURE TO REALIZE EXPECTED PROFITS OR SAVINGS OR ANY CLAIM AGAINST THE CUSTOMER BY ANY OTHER PERSON, EVEN IF MIRA HAS BEEN ADVISED OF THE POSSIBILITY OF ANY SUCH LOSSES OR DAMAGES, UNLESS AND TO THE EXTENT WHICH SUCH LOSSES OR DAMAGES ARE CAUSED BY MIRA'S GROSS NEGLIGENCE.
- (3) MIRA SHALL NOT BE LIABLE FOR UNAUTHORIZED ACCESS TO OR ALTERATION, THEFT, LOSS OR DESTRUCTION OF ANY DATA, EQUIPMENT OR THE SERVICES, INCLUDING WITHOUT LIMITATION THROUGH ACCIDENT, FRAUDULENT MEANS OR DEVICES, OR ANY OTHER METHOD, UNLESS AND TO THE EXTENT WHICH SUCH LOSSES OR DAMAGES ARE CAUSED BY MIRA'S GROSS NEGLIGENCE.
- (4) ANY CLAIM BY EITHER PARTY MUST BE BROUGHT, REGARDLESS OF FORM, ARISING OUT OF OR RELATED TO THIS AGREEMENT (OTHER THAN TO RECOVER FEES OR EXPENSES DUE TO MIRA) WITHIN ONE YEAR THAT THE CAUSE OF ACTION AROSE.
- (5) EACH PARTY SHALL HOLD HARMLESS AND INDEMNIFY THE OTHER PARTY AND ITS DIRECTORS, OFFICERS, AGENTS AND AGAINST ANY LOSS, LIABILITY, DAMAGE, EXPENSE, OR OTHER OBLIGATION, INCLUDING REASONABLE ATTORNEYS' FEES AND COSTS, (COLLECTIVELY, "CLAIMS"), TO THE EXTENT SUCH CLAIMS ARE CAUSED BY THE INDEMNIFYING PARTY'S NEGLIGENCE, MISCONDUCT, OR VIOLATION OF LAW, OR BY THE NEGLIGENCE, WILLFUL MISCONDUCT, OR VIOLATION OF LAW BY THE PARTY'S EMPLOYEES, AGENTS, SUBCONTRACTORS, OR OTHER INDIVIDUALS OR ENTITIES FOR WHOM THE INDEMNIFYING PARTY IS LEGALLY LIABLE. THE INDEMNIFIED PARTY SHALL GIVE THE OTHER PARTY PROMPT WRITTEN NOTICE OF ANY AND ALL CLAIMS, AND SHALL PROMPTLY SUPPLY ALL INFORMATION,



MATERIALS, BUSINESS RECORDS, AND/OR OTHER ASSISTANCE REASONABLY REQUESTED BY THE INDEMNIFYING PARTY IN CONNECTION WITH DEFENSE AND/OR SETTLEMENT OF CLAIMS.

- 19. Termination. (A) *Material Breach* Either Party may terminate this Agreement for any material breach of the Agreement, provided the non-defaulting Party gives written notice to the Defaulting Party and such Defaulting Party fails to cure such non-performance within thirty (30) days. CUSTOMER'S failure to make any payment as provided herein shall be considered a material breach of this Agreement and shall entitle COMPANY to terminate this Agreement immediately upon written notice to CUSTOMER. COMPANY'S right to terminate for nonpayment is in addition to and without prejudice to COMPANY'S right to interest on amounts not fully paid within thirty (30) days after CUSTOMER'S receipt of COMPANY'S invoice.
- **(B)** After Initial Event. CUSTOMER shall have the option of to Terminate this Agreement after the each Event without penalty or cause provided CUSTOMER gives MIRA written notice after thirty (30) days after the conclusion of the Event. Should CUSTOMER terminate this Agreement, CUSTOMER shall pay the entire balance owed for the current Event, pursuant to the Pricing set forth in Pricing, as well as any customization costs that were incurred in Year 1. In the event CUSTOMER terminates this Agreement after an Event, any discounts as applied to future Events shall be forfeited by CUSTOMER.
- **20. General.** (a) **Notice.** MIRA may give notice to CUSTOMER by means of a general notice by first class mail or any nationally recognized overnight delivery service to the address on record in MIRA'S account information. CUSTOMER may give notice to MIRA by letter delivered by first class mail or any nationally recognized overnight delivery service to MIRA at the following address: Mira Inc., 201 S. Central Ave., Ste. 200, Clayton, MO, 63105, or any address directed to by MIRA.
- (b) Force Majeure. If the performance of this Agreement, or any obligation thereunder except the making of payments hereunder is prevented, restricted, or interfered with by reason of: fire, flood, earthquake, explosion or other casualty or accident or act of God; strikes or labor disputes; inability to procure or obtain delivery of parts, supplies, power, telecommunication services, equipment or software from suppliers, war or other violence; any law, order proclamation, regulation, ordinance, demand or requirement of any governmental authority; or any other act or condition whatsoever beyond the reasonable control of the affected party, the party so affected shall be excused from such performance to the extent of such prevention, restriction or interference; provided, however, that the party so affected shall take reasonable steps to avoid or remove such cause of nonperformance and shall resume performance hereunder with dispatch whenever such causes are removed.
- (c) Law and Forum. This Agreement is intended to be effectuated and have an impact upon business and commerce in the State of Missouri and shall be governed by and construed in accordance to the laws of the State of Missouri.
- (d) **Submission to Jurisdiction and Choice of Venue**. The Parties agree and acknowledge that this Agreement will be deemed to have been negotiated in Missouri between CUSTOMER and MIRA, a Missouri Company. Further, the Parties expressly consent to the jurisdiction of the Courts of the State of Missouri without regard to any state's choice of law analysis. Further, the parties hereby choose the



Circuit Court for St. Louis County, Missouri as the exclusive venue for the resolution of any dispute between the parties arising from or related to this Agreement.

- (e) **Severability**. To the extent that any provision, portion or extent of this Agreement is deemed to be invalid, illegal or unenforceable, such provision, portion or extent shall be severed and deleted or limited so as to give effect to the intent of the parties insofar as possible and the remainder of this Agreement, as the case may be, shall remain binding upon the parties.
- (f) **Assignment**. The CUSTOMER may not, without MIRA'S prior written consent, assign or transfer this Agreement, or any of its rights or obligations under this Agreement to any third person (in this Section an "*Assignee*"). MIRA may assign this Agreement to any third person without the consent of the Customer provided that MIRA shall notify the CUSTOMER in writing of any such assignment.
- (g) **Counterparts**. This Agreement may be executed in counterparts, or by electronic signature, each of which shall be deemed an original but all of which shall constitute one and the same instrument.
- (h) Entire Agreement. This Agreement and any exhibits attached hereto constitute the entire agreement of the Parties hereto and supersedes all other prior agreements, understandings, representations, and warranties, whether written or oral.
- (i) Arbitration. Any controversy or claim arising out of or relating to this Agreement, shall be settled by arbitration to be conducted in St. Louis, Missouri, in accordance with the then current Commercial Arbitration Rules of the American Arbitration Association (the "AAA"). The Parties acknowledge that such forum is convenient. Once a demand for arbitration is made, neither party shall make a demand for arbitration concerning the same controversy or claim in a different location. The parties elect to provide for pre-arbitration discovery pursuant to the provisions of the Federal Rules of Civil Procedure. Any controversy as to whether a dispute is covered by arbitration pursuant to this Section shall be determined by the arbitration panel. The arbitration panel shall consist of three (3) arbitrators, one (1) arbitrator chosen by each party and the third arbitrator chosen by consent agreement of the two (2) arbitrators so chosen by such parties, all such arbitrators to be chosen from a list of approved arbitrators provided by the AAA. The arbitration panel shall apply substantive law of the State of Missouri and may award injunctive relief or any other remedy available from a judge. Unless modified by the arbitration panel or the arbitration case administrator in their discretion, the arbitration shall proceed upon the following schedule: (a) the arbitration shall be scheduled to commence no later than three (3) months following the selection of the arbitration panel, (b) the arbitrators shall agree to hear the claim on successive days and shall render their written decision within fifteen (15) days following the submission of the matter. The arbitration panel's decision will be final and binding and may not be appealed except on the grounds of a conflict of interest. Judgment on the arbitration panel's award may be entered in any court having jurisdiction. All parties shall, in addition to the right of set off, be entitled to any remedy at law or equity. Each party shall be responsible for its own costs of arbitration and attorneys' fees except that the arbitration panel shall have the discretion to award costs of arbitration and attorneys' fees as it may deem appropriate.



## **Pricing**

ITEM	TOTAL
Annual License – 2024 Conference      submitSMART (call for speakers with updates to run until 2024 site is launched)     submitSMART (call for abstracts)     reviewSMART (standard and poster judge)      ItinerarySMART (for posters)  includes: Training	\$ 6,000 \$ 2,000
Professional Services  Updates to customizations for APMA Staffing  Full-time dedicated project manager available normal business hours Central Time Development team available during normal business hours Central Time On-site support may incur additional costs	
Infrastructure      Hosting (Tierpoint)     Technical support (supplied through the Mira project manager)	
TOTAL	\$ 8,000

# Payment Schedule:

Total		\$ 8,000
March 2024	30%	\$ 2,400
December 2023	30%	\$ 2,400
Execution of Agreement (August 2023)	40%	\$ 3,200

## Billing Contact/Address:

Name: Allison Fisher

Address: 9312 Old Georgetown Road, Bethesda, MD 20814

Phone: 301-581-9280 Email: ajfisher@apma.org



# THIS AGREEMENT CONTAINS A BINDING ARBITRATION PROVISION WHICH MAY BE ENFORCED BY THE PARTIES

COMPANY Mira Conference DUNS # 787633098	CUSTOMER
By: Justin Blanchette	By:
Title: President and COO	Title:
Date: 8/11/23	Date:
Signed: 124	Signed: