

MASTER SUBSCRIPTION AGREEMENT

The use by MERCHANT (“Merchant” or “Company”) of the RUSH Software (the “Service”) shall be governed by this Master Subscription Agreement between Merchant and RUSH TECHNOLOGIES INC. (“RTI”) under the following account details:

GENERAL TERMS

1 Subscription Package

1.1 Merchant understands and agrees that the **availed Subscription Package includes the features as subscribed to by the Merchant on the Self-Served System.** Should Merchant opt to add additional features, RTI may charge Merchant additional fees. Should Merchant opt to avail another Subscription Package, a new Subscription must be entered into.

RATE PER API CALLS IF APPLICABLE

POINTS			PRIVILEGE			PRIVILEGE + POINTS		
MSF	MAU	Excess MAU Cost	MSF	MAU	Excess MAU Cost	MSF	MAU	Excess MAU Cost
₱15,000.00	4,000	₱3.80	₱15,000.00	3,000	₱6.40	₱50,000.00	6,000	₱8.50
₱50,000.00	16,000	₱3.30	₱50,000.00	9,000	₱5.70	₱150,000.00	20,000	₱7.50
₱150,000.00	55,000	₱2.80	₱150,000.00	31,000	₱4.90	₱300,000.00	47,000	₱6.50
₱300,000.00	134,000	₱2.30	₱300,000.00	73,000	₱4.20	₱600,000.00	110,000	₱5.50
₱300,000.00	0	₱2.30	₱600,000.00	178,000	₱4.20	₱1,000,000.00	223,000	₱4.50
			₱600,000.00	0	₱3.40	₱1,000,000.00	0	₱4.50

1.2 The Subscription Package Pricing excludes Application Programming Interface (API) integration with the Merchant’s existing systems (i.e., POS, Payment Gateways, Website, Mobile Applications, etc.).

1.3 Rates are also subject to change with thirty (30) days prior written notice via RTI's official communication channels.

1.4 Notwithstanding the inclusion of Rush Third-Party Logistics in the package availed by the Merchant, the Merchant may still opt to use at any time, their preferred couriers/riders in lieu of RTI's Third-Party Logistics.

1.5 Use of the Subscription Package is also subject to the other terms and conditions as set forth in the annexes.

2 Payment for Subscription

2.1 **Payment Methods.** All Merchants may choose to pay for the Subscription Package through Debit or Credit Card (PayPal and Mastercard or VISA). For Merchants whose registration is under *Non-Self-Served*, Merchant may also choose to transfer payment via bank transfer or check payment.

Merchant will provide RTI's accredited payment gateway(s) with valid and updated Debit or Credit Card information. If Merchant provides such information to RTI, Merchant hereby warrants that the information is true and correct, and Merchant further authorize RTI to charge such Debit or Credit Card for the Subscription Package indicated in the invoice.

2.2 **Fees.** Merchant will pay all fees specified in the invoice. Except as otherwise specified herein, (a) fees are based on the availed Subscription Package and not on actual Service usage and (b) payment obligations are non-cancelable, and fees paid are non-refundable. Fees and charges indicated are VAT exclusive. In addition to the Fees and charges, VAT and other applicable taxes shall be charged to the Merchant.

Non-payment of any amount due to RTI under this Agreement shall give RTI the right, at its sole discretion, to suspend and/or terminate Merchant's access to the Service subject to the stipulations as provided for in Section 5 hereof.

2.3 RTI reserves the right to change the fees, pricing, applicable charges, terms and conditions relating to commercial terms, and to institute new charges and fees based on the prevailing market price and other commercial terms or conditions not within the control of RTI at the end of the initial term or renewal term (as applicable) and/or at the end of the duration of any promotions availed to by the Merchant Any change or adjustment made shall be final and non-contestable.

3 Term, Termination, and Suspension

3.1 Term.

a.) *Self-Served.* This Agreement for Merchants who availed the Subscription Package by using the self-served system on the RTI's website, shall be given a continuing term commencing on the date upon which the merchant signed up via the self-served system. The continuing term shall only be terminated once the Merchant opted to end its subscription by using the self-served system as well, or when any of the applicable grounds for termination under this Agreement occurs. A pre-termination notice shall not be required for self-served subscription.

The Service Activation Date for the Self-Served shall be the same as the date of the commencement of this Agreement.

b.) *Non-Self-Served.* The initial term of this Agreement shall be as indicated in the *Minimum Term* above, commencing on the date first above written and shall be automatically renewed for successive calendar years upon like terms, except for any promotional offers as indicated in clause 3.2.

The Service Activation Date shall commence within 24 hours following its endorsement after the signing of this Agreement and shall be continuous unless (a) Merchant cancels the Subscription Package via an email to accounts@rush.ph at least thirty (30) days before the lapse of the current term (*notice period*), provided that, an acknowledgment from RTI that the email is duly received and acknowledged and a confirmation of cancellation shall be sent to and received by the Merchant, or (b) RTI terminates the Service based on the grounds for termination under this Agreement. Details of the Subscription Package cancellation are illustrated under Table 5.3.

c.) *Renewal.* For both Self-Served and non-Self-Served, any promotional offers as indicated in clause 3.2 shall only be applicable on the first year of the subscription or on the duration indicated for such promotion in clause 3.2. It shall not be renewed on the succeeding years, except as otherwise agreed to by the parties. The merchant agrees to pay the current price fee of their Subscription Package as indicated on RTI’s website for the succeeding year after the initial term or the lapse of the promo duration.

3.2 Minimum Period and Penalties. For Merchants whose payments are post-paid, if for any reason this Agreement is terminated prior to the allowed notice period before the expiration of the minimum period, RTI shall charge the Merchant a penalty for early termination equivalent to three (3) months of their Monthly Service Fee (MSF).

For Merchants whose payments are prepaid, if for any reason this Agreement is terminated prior to the allowed notice period before the expiration of the minimum period, clause 5.9 hereof applies.

3.3 Subscription Package Cancellation

Action	Service Level Agreement
Merchant sends cancellation request to accounts@rush.ph	N/A
accounts@rush.ph sends and acknowledgement upon receipt of cancellation request	1 Business Day
RTI cancels debit or credit card recurring charging/RTI terminates the Service	1 Business Day
account@rush.ph sends a cancellation confirmation to Merchant	1 Business Day

3.4 Suspension due to non-payment. If RTI is not able to process payment of Fees using RTI’s accredited payment gateway(s), RTI will make a second attempt to process payment using RTI’s accredited payment gateway(s), typically 3 days later, but RTI may attempt sooner. If the second attempt is not successful, RTI may suspend and revoke access to the Service, specifically the Content Management System (CMS) and applicable Merchant Application. The Service will be reactivated upon Merchant’s payment of any outstanding Fees. Merchant may not be able to access the Service during the period of suspension.

3.5 Termination of Service due to non-payment or potential fraud. RTI has the right to terminate its rendering of Service should any of RTI payment gateways detect a payment decline or if RTI's accredited payment gateway could not process the recurring payment in any of the Payment Methods used for a period of thirty (30) days from the payment due date, or due to any cases of potential fraud.

3.6 Termination for Cause. In the event that (i) the Merchant materially defaults in the performance of any of its duties, Services, or obligations under this Agreement, including the timeliness of such performance, and does not substantially cure such default, or commence a cure, within thirty (30) days after being given written notice specifying the default, provided that the defaulting party shall incur the liability attached to the delay or default, or (ii) the Merchant is insolvent or seeks protection as a debtor, either voluntarily or involuntarily, under any insolvency or bankruptcy law, the non-defaulting Party may, by given written notice to the defaulting Party, terminate this Agreement as of a date specified in such notice of termination.

3.7 Termination due to Force Majeure. RTI reserves the right to terminate the Service, with prior notice to the Merchant via RTI's official communication channels in the event that circumstances which are beyond the control of RTI, arise which prevent RTI from providing the Service. In such an event, the Merchant shall be allowed to download its data from the Service prior to the termination of the service takes effect. Furthermore, RTI shall not be held liable for any delay or failure in performance of any part of its obligations under this Agreement caused beyond its reasonable control in good faith.

3.8 Effects of Termination. Merchant understands and agrees that once its Service is terminated due to non-payment of any amount due to RTI, or due to material default in the performance of any of its obligations under this Agreement, all information in the Service Database that relates to Merchant's Subscription Package may, at RTI's sole discretion, be permanently deleted without incurring any liability to the Merchant or any End-User of Merchant's Subscription Package.

The Merchant should have downloaded and deleted its data from the Service by the time the Subscription Package expires or is terminated. Any Merchant data remaining in the Service after the expiration or termination of the Subscription Package will be deleted subject to the provisions under Annex B hereof, without incurring liability to the Merchant or any End-User of Merchant's Subscription Package.

Upon any termination of this Agreement, the Merchant shall immediately discontinue the use of the Service without need of demand. All provisions regarding indemnification, warranty, liability and limits thereon, and confidentiality and/or protection of proprietary rights and trade secrets shall survive indefinitely or until the expiration of any time period specified elsewhere in this Agreement with respect to the provision in question, and the termination of this Agreement shall not relieve Merchant of its obligations to pay accrued fees and/or any other fees due RTI or penalties incurred by the Merchant payable to RTI.

3.9 Refunds. RTI does not provide refunds for any amount paid prior to Subscription Package cancellation and/or Service termination.

4 Entire Agreement

4.1 Entire Agreement. This Agreement, together with all its annexes, constitutes the entire agreement between the Parties and supersedes any prior understanding or representation of any kind preceding the date of this Agreement. There are no other promises, conditions, understandings, or other agreements, whether oral or written, relating to the subject matter of this Agreement. This Agreement may be modified in writing and must be signed by both parties.