

All monthly fees are due and payable on the SaaS Agreement effective date of each subsequent month of the Term; Client shall have ten (10) days from the date due to notify ACES regarding any disputed amount and after such ten (10) day period, irrevocably waives and releases any claim to dispute any such amounts due. In addition to all other rights and remedies available to ACES at law or equity, in the event Client fails to pay ACES the amounts when due, ACES shall have the right, in ACES's sole and absolute discretion, to immediately and with or without notice terminate this Agreement, suspend the Services and all subscriptions to the Subscription Property and/or charge Client an amount equal to one and one-half percent (1.5%) per month on the amount then due.

3. Subscription. Client hereby grants ACES a non-exclusive Subscription to use Client's name, trademarks, service marks, and other intellectual property provided by or on behalf of Client in accordance with reasonable quality control guidelines designated by Client (if any) and any photos, videos, and other content provided by or on behalf of Client (collectively, "**Client Content**").

4. Executive Administrator. Client hereby appoints the following individual as the employee who is responsible for the top level of administrative activity, including, without limitation, the point of contact for any requests related to the Subscription Property and identifying employees that are qualified and authorized to access the Subscription Property:

5. Training/Support. Subject to the other terms and conditions, ACES will use reasonable efforts to: (a) provide sufficient hours of webinar on-line training to Client(s) (b) enable access to periodic online workshops regarding the basic feature upgrades of the Subscription Property; and (c) respond to inquiries received by ACES regarding the Subscription Property during ACES's help desk normal business hours.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the Effective Date.

ATM Holding Co. LLC Series D

By: _____

By: _____

Name: William Paul

Name:

Its: CEO

Its: