RIDER TO MASTER SERVICES AGREEMENT

This Rider ("Rider") is attached to the Master Services Agreement dated effective _____ 1, 2022 (the "Master Services Agreement"), between Williamson County, Texas, a political subdivision of the State of Texas ("Client") and Social Solutions Global, Inc. ("SSG"), to modify the terms and conditions to the Master Services Agreement. Client and SSG each may be referred to individually as a "Party" and collectively as the "Parties."

The Parties agree to modify the terms and conditions of the Master Services Agreement as follows:

1. **Section 5(a) General.** Section 5(a) is hereby modified as follows (additions are represented by underline and deletions are represented by strikethrough):

"Fees and payment terms are specified in the applicable Order Form. All fees are in United States Dollars and exclude taxes. Client is responsible for payment of all applicable taxes (excluding those on SSG's net income) relating to the provision of the Services. Except as otherwise expressly specified in the Order Form, all recurring fees payment obligations start from the execution of the Order Form. SSG may increase recurring fees on an annual basis upon 60 days prior written notice. Unless otherwise specified in the Order Form, payment of invoiced fees is due 30 days after the invoice date. ~~Interest accrues on past due balances at the lesser of 1½% per month or the highest rate allowed by law.~~ Failure to make timely payments is a material breach of the Agreement and SSG will be entitled to suspend any or all of its performance obligations hereunder in accordance with the provisions of Section 11(d) and/or to modify the payment terms, and to request full payment before any additional performance is rendered by SSG. <u>As may be allowed by applicable law</u>, Client agrees to reimburse SSG for expenses incurred, including interest and reasonable attorney fees, in collecting amounts due SSG hereunder that are not under good faith dispute by Client. Amounts paid or payable for SaaS Services are not contingent upon the performance of any Professional Services. Client agrees that its purchases hereunder are neither contingent on the delivery of any future functionality or features nor dependent on any oral or written comments made by SSG regarding future functionality or features. <u>Notwithstanding the foregoing, payment for goods and services shall be governed by Chapter 2251 of the Texas Government Code. An invoice shall be deemed overdue the 31st day after the later of (1) the date Client receives the goods under the contract; (2) the date the performance of the service under the contract is completed; or (3) the date the Williamson County Auditor receives an invoice for the goods or services. Interest charges for any overdue payments shall be paid by Client in accordance with Texas Government Code Section 2251.025. More specifically, the rate of interest that shall accrue on a late payment is the rate in effect on September 1 of Client's fiscal year in which the payment becomes due. The said rate in effect on September 1 shall be equal to the sum of one percent (1%); and (2) the prime rate published in the Wall Street Journal on the first day of July of the preceding fiscal year that does not fall on a Saturday or Sunday.</u>"

2. **Section 6(a) Ownership.** Section 6(a) is hereby modified as follows (additions are represented by underline and deletions are represented by strikethrough):

"**Ownership.** The SaaS Services and all equipment, infrastructure, websites and other materials provided by SSG in the performance of Services will always remain the exclusive, sole and absolute property of SSG or its licensors. Client does not acquire any right, title, or interest in or to the SaaS Services. <u>If Client provides any suggestions, ideas, enhancement requests, feedback, or recommendations relating to the SaaS Services or Professional Services (collectively, "Feedback"), provided that such Feedback does not contain Confidential Information of Client, SSG may use such Feedback as it deems appropriate in its sole discretion without any restriction or obligation to Client. Client has no obligation to provide Feedback.</u> All rights, title and interest in or to any copyright, trademark, service mark, trade secret, and other proprietary right relating to the SaaS Services and the related logos, Service names, etc. and all rights not expressly granted are reserved by SSG and

its licensors. Client may not obscure, alter or remove any copyright, patent, trademark, service mark or proprietary rights notices on any portion of the SaaS Services or other materials, including SSG Documentation*."*

3. **Section 8(a) SSG Indemnity.**   Section 8(a) is hereby modified as follows (additions are represented by underline and deletions are represented by strikethrough):

SSG Indemnity. SSG agrees, at its own expense, to defend, indemnify and hold Client, and its affiliates, officers, directors, employees, and agents harmless against any damages finally awarded and payable to any third party in any such suit or cause of action, alleging that a SaaS Service as used in accordance with this Agreement infringes the registered U.S. patent or copyright of any third party. If a SaaS Service is held or believed to infringe on a registered U.S. patent or copyright of a third party, SSG may, in its sole discretion, (a) modify the Service to be non-infringing, (b) obtain for Client a license to continue using the affected Service, or (c) if neither (a) nor (b) are practical in SSG's sole judgment, terminate the affected Service and return to Client the pro-rated portion of unused Service fees actually paid by Client for the affected Service. The foregoing obligations of SSG do not apply (i) to the extent that the allegedly infringing SaaS Service or portions or components thereof or modifications thereto result from any change or that are developed or configured in whole or in part in accordance with Customer's specifications, made by Client or by any third party for Client, (ii) if the infringement claim could have been avoided by using an unaltered current version of a SaaS Service which was provided by SSG, (iii) to the extent that an infringement claim is based upon any information, design, specification, instruction, software, data, or material not furnished by SSG, or any material from a third party portal or other external source that is accessible to Client within or from the SaaS Service (e.g., a third party Web page accessed via a hyperlink), (iv) to the extent that an infringement claim is based upon the combination of any material with any products or services not provided by SSG, or (v) to the extent that an infringement claim is caused by the provision by Client to SSG of materials, designs, know-how, software or other intellectual property with instructions to SSG to use the same in connection with the SaaS Service, (vi) to the extent that Client is in material breach of its obligations under the terms of this Agreement. Additionally, SSG agrees to defend, indemnify, and hold harmless Client, its directors, officers, employees, agents, independent contractors, authorized volunteers, attorneys, and consultants from and against all losses, costs, demands, attorneys' fees, expenses, obligations, liabilities, penalties, interests, recoveries, damages, claims, and judgments alleged to result from, arise out of, or be in any way connected with any willful acts, active or passive negligence, errors, or omissions, including violation of any law or regulation, resulting from SSG's failure to encrypt Client Data to industry-standard cipher key size. The indemnity and other remedies set forth in this Section shall be the exclusive remedies of the Client with respect to any claim and actions for which SSG has an obligation of indemnity pursuant to this Section.

4. **Section 8(b). Client Indemnity.** Section 8(b) is hereby deleted in its entirety and replaced with the following:

"Client shall not be liable for any negligent or wrongful acts, either of commission or omission, unless such liability is imposed by law and that this Agreement shall not be construed as seeking to either enlarge or diminish any obligation or duty owed by one party against the other or against a third party. All indemnifications or limitations of liability or statutes of limitations shall be to the extent authorized under Texas law and shall follow Texas law without modifying the Client's rights."

5. **Section 9. Nondisclosure.** Section 9 is hereby modified as follows (additions are represented by underline and deletions are represented by strikethrough):

NONDISCLOSURE. All Confidential Information (as defined below) disclosed hereunder will remain the exclusive and confidential property of the disclosing party. The receiving party will not disclose the Confidential Information of the disclosing party and will use at least the same degree of care, discretion and diligence in protecting the Confidential Information of the disclosing party as it uses with respect to its own confidential information, but in no case less than reasonable care. The receiving party will limit access to Confidential Information to its affiliates, employees and authorized representatives with a need to know and will instruct them to keep such information confidential. SSG may disclose Client's Confidential Information on a need to know basis to its subcontractors who are providing all or part of the Services. SSG may use Client's Confidential Information solely as provided for under Agreement. Notwithstanding the foregoing, the receiving party may disclose Confidential Information of the disclosing party (a) to the extent necessary to comply with any law, rule, regulation or ruling applicable to it, including but not limited to the public records acts of Texas, or (b) as required to respond to any summons or subpoena or in connection with any litigation, provided the receiving party gives the disclosing party prior notice of such compelled disclosure (to the extent legally permitted) and reasonable assistance, at the disclosing party's cost, if the disclosing party wishes to contest the disclosure. Upon the request of the disclosing party, the receiving party will return or destroy all Confidential Information of the disclosing party that is in its possession. Notwithstanding the foregoing, SSG may retain information for regulatory purposes or in back-up files, provided that SSG's confidentiality obligations hereunder continue to apply. For purposes of this Section, "**Confidential Information**" means information designated as confidential in writing or information which ought to be in good faith considered confidential and proprietary to the disclosing party. Confidential Information of SSG and/or its licensors includes but is not limited to the terms and conditions (but not the existence) of the Agreement, all trade secrets, software, source code, object code, specifications, documentation, business plans, Client lists and Client-related information, financial information, auditors reports of any nature, proposals, as well as results of testing and benchmarking of the Services, product roadmap, data and other information of SSG and its licensors relating to or embodied in the Services. Information will not be considered Confidential Information to the extent, but only to the extent, that the receiving party can establish that such information (i) is or becomes generally known or available to the public through no fault of the receiving party; (ii) was in the receiving party's possession before receipt from the disclosing party; (iii) is lawfully obtained from a third party who has the right to make such disclosure on a non-confidential basis; or (iv) has been independently developed by one party without reference to any Confidential Information of the other. The obligations of SSG set forth in this Section will not apply to any suggestions and feedback for product or service improvement, correction, or modification provided by Client in connection with any present or future SSG product or service, and, accordingly, neither SSG nor any of its clients or business partners will have any obligation or liability to Client with respect to any use or disclosure of such information. The parties acknowledge and agree Client is a public entity subject to the provisions of the public records acts of Texas and further acknowledge and agree that this Agreement and any record produced in relation to this Agreement that is in the possession of Client may be subject to disclosure pursuant to the public records acts of Texas, irrespective of whether or not it is Confidential Information, and any such disclosure shall not be considered a breach of this Agreement.

6. **Section 11(b) SaaS Service Terms.** Section 11(b) is hereby modified as follows (additions are represented by underline and deletions are represented by strikethrough):

    SaaS Services Term. The initial term of each of the SaaS Services is specified in the Order Form ("**Initial Term**") and ~~automatically renews~~ shall renew for the same length as the Initial Term or for a great or lesser Term upon the mutual written agreement of the parties. Either party shall give written notice ~~45~~ 90 days prior to the end of the Initial Term, or any renewal term ("**Renewal Term**"), of its intention to terminate the Order Form. The Initial Term and any Renewal Term, combined, are referred to as the "**Term**". The SaaS Services may not be terminated in whole or in part during the Initial Term or any Renewal Term, except as set forth in Section 11(c).

7. **Section 11(c) Termination.** Section 11(c) is hereby modified as follows (additions are represented by underline and deletions are represented by strikethrough):

       Termination. Either party may terminate the Agreement, and any Order Forms subject to the Agreement, immediately upon written notice at any time if: (i) the other party commits a non-remediable material breach of the Agreement; (ii) the other party fails to cure any remediable material breach or provide a written plan of cure acceptable to the non-breaching party within 30 days of being notified in writing of such breach, except for breach of Section 5 which will have only a 10 day cure period; (iii) the other party ceases business operations; (iv) the other party becomes insolvent, generally stops paying its debts as they become due or seeks protection under any bankruptcy, receivership, trust deed, creditors arrangement, composition or comparable proceeding, or if any such proceeding is instituted against the other (and not dismissed within 90 days after commencement of one of the foregoing events); or (v) in the event Client—a public entity dependent upon receiving public funding for the performance of its operations: (a) does not receive, (b) is not appropriated, or (c) otherwise experiences or is notified of a reduction in Client's funding, Client shall have the option to terminate this Agreement and Order Form(s) solely on the basis of lack of reduction of funding on an annual basis. Client's written notice of termination on the basis of subsection (v) of this Section 11(c) shall include appropriate documentation reasonably satisfactory to SSG demonstrating that funding has been or will be reduced or is no longer available for Client's to fulfill its obligations under this Agreement. Where a party has rights to terminate, that party may at its discretion either terminate the entire Agreement or the applicable Order. In such case, Order Forms that are not terminated will continue in full force and effect under the terms of this Agreement.

8. **Section 12(b) Force Majeure.** Section 12(b) is hereby modified as follows (additions are represented by underline and deletions are represented by strikethrough):

"Any party hereto will be excused from performance (except payment obligations, provided SSG is able to continue services during the Force Majeure event) under this Agreement for any period of time that the party is prevented from performing its obligations hereunder as a result of an act of God, war, utility or communication failures, or other cause beyond the party's reasonable control. Both parties will use reasonable efforts to mitigate the effect of a force majeure event. Either party may terminate this Agreement without penalty if a Force Majeure event prevents either party from its performance obligations under the terms of this Agreement for a consecutive period of time exceeding ninety (90) or more days."

9. **Section 12(l) Publicity.** Section 12(l) is hereby deleted in its entirety and replaced with the following:

"Client agrees that SSG may identify Client as a recipient of Services and use its logo in sales presentations, marketing materials and press releases, upon prior written approval from Client."

10. **Section 12(n) Insurance.** A new Section 12(n) is hereby added as follows:

"**Insurance.** SSG shall obtain, pay for, and maintain in full force and effect during the Term insurance coverages in the following types and amounts:

       Commercial General Liability with limits no less than One Million Dollar ($1,000,000) per claim and Two Million Dollar ($2,000,000) in the aggregate, including bodily injury and property damage and products and completed operations and advertising liability, which policy will include contractual liability coverage insuring the activities of SSG under this Agreement;

       Cyber Liability Insurance, including first party and third party coverage, with limits no less than Two

Million Dollar ($2,000,000) per claim and Five Million Dollar ($5,000,000) in the aggregate for all claims each policy year;

Worker's Compensation in at least the minimum amount required by applicable law;

Errors and Omissions/Professional Liability with limits no less than One Million Dollar ($1,000,000) per claim and Two Million Dollar ($2,000,000) in the aggregate for all claims each policy year; and

Umbrella/Excess Coverage for the insurance coverages required under this Section. Such Umbrella/Excess Coverage insurance shall provide for a limit of at least Five Million Dollars ($5,000,000) per occurrence excess of underlying insurance.

All insurance policies: (a) will be issued by insurance companies with a Best's Rating of no less than A-VII; (b) provide that SSG gives Client at least thirty (30) days' prior written notice of any cancellation or non-renewal of, or material change in, the coverage, scope or amount of such policy and SSG will furnish to Client evidence of insurance evidencing the required insurance coverages promptly upon Client's written request. If underwritten on a claim made insuring agreement, all required insurance hereunder shall be maintained for a period necessary to cover any claim(s) made under the Agreement."

11. **Section 12(o) Transition of Client Data at Termination.** A new Section 12(o) is hereby added as follows:

"**Transition of Client Data at Termination.** Prior to termination of this Agreement or any Order Form, Client may access and download their Client Data at any time via the standard Services interfaces and reporting. Upon termination of this Agreement or any Order Form, should Client elect SSG's assistance in the extraction of Client Data, including any attachments, data extraction fees shall apply to provide a standard SQL backup. Such data extraction fees will be the greater of (i) $250.00 per hour per SSG personnel or $2,500.00.   In no event shall SSG be liable to retain Client Data or perform the extraction of Client Data for a period in excess of 90 days of the termination or expiration of the SaaS Services unless otherwise required by applicable law."

12. **Section 12.9. Governing Law and Dispute Resolution.** The first sentence in Section 12.9 is hereby modified as follows (additions are represented by underline and deletions are represented by strikethrough):

"This Agreement is governed by the laws of the State of Texas without giving effect to its conflict of law provisions. Any dispute, claim or controversy arising out of or relating to this Agreement or the breach, termination, enforcement, interpretation or validity thereof, including the determination of the scope or applicability of this agreement to arbitrate, shall be determined by arbitration in ~~Travis~~ Williamson County, Texas before one arbitrator. The arbitration shall be administered by JAMS pursuant to its Comprehensive Arbitration Rules and Procedures and in accordance with the Expedited Procedures in those Rules. Judgment on the Award may be entered in any court having jurisdiction. This clause shall not preclude parties from seeking provisional remedies in aid of arbitration from a court of appropriate jurisdiction. The Uniform Computer Information Transactions Act does not apply to this Agreement or orders placed under it. Nothing in this agreement will be deemed to constitute a waiver of sovereign immunity or powers of Client, the Williamson County Commissioners Court, or the Williamson County Judge."

13. **Section 12.14 Right to Audit.** A new Section 12.14 is hereby added as follows:

"**Right to Audit**: SSG agrees that Client or its duly authorized representatives shall, at Client's sole cost and expense, until the expiration of three (3) years after final payment under this Agreement, have the right to audit by being provided access to and the right to examine and photocopy any and all books, documents, papers and records of SSG which are directly pertinent to the services to be performed under this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions. SSG agrees that Client shall have access during

normal working hours to all necessary SSG facilities and shall be provided adequate and appropriate work space in order to conduct audits in compliance with the provisions of this section. In the event a work space is not available for any reason, SSG shall provide electronic records as requested in writing to Client's designee. Client shall give SSG reasonable advance notice of intended audit with a copy of such request submitted to legal@bonterratech.com."

      IN WITNESS WHEREOF, the Parties hereto have executed this Rider and the attached Master Services Agreement with the intent to be legally bound thereby effective _____ 1, 2022.

Social Solutions Global, Inc	**Williamson County, Texas, a political subdivision of the State of Texas**
By:	By:
Print Name:	Print Name:
Title:	Title:

This Master Services Agreement (the "Agreement") is entered into between Social Solutions Global, Inc., its affiliates, subsidiaries and assigns ("SSG") and the Client identified in the applicable Order Form referencing this Agreement or otherwise using the Services ("Client"). SSG and Client, by Client's execution of an applicable Order Form or by use of the SaaS Services, hereby agree to the following terms and conditions:

1   <u>DEFINITIONS</u>

"**ASC**" means the designated support or managed services package as further defined in the Service Level Agreement that, if purchased by Client, will begin approximately ten (10) business days from the start date ("Start Date") of the Order Form (with a portion of ASC package hours to be utilized during the implementation phase of the Professional Services, as may be applicable). Any purchased but unused ASC package hours will not roll over year over year during the Term of the Order Form."

"Content" means information, data, text, music, sound, graphics, video messages and other materials to which Client is provided access by SSG through the Services.

"Client Data" means any data, information, or material Client or any Client User provides or submits through the SaaS Services.

"Documentation" means the user instructions, release notes, manuals and on-line help files as updated by SSG from time to time, in the form generally made available by SSG, regarding the use of the SaaS Services.

"Error" means a material failure of the SaaS Services to conform to its functional specifications described in the Documentation.

"Independent Client Activity" means: (i) use of equipment by Client not provided or previously approved by SSG; or (ii) negligent acts or omissions or willful misconduct by Client or its Users.

"Internet Unavailability" means Client's inability to access, or SSG inability to provide, the SaaS Service through the Internet due to causes outside of SSG direct control, including, but not limited to: (i) failure or unavailability of internet ("**Internet**") access; (ii) unauthorized use, theft or operator errors relating to telephone, cable or Internet service provider; (iii) bugs, errors, configuration problems or incompatibility of equipment or services relating to Client's computer or network; or (iv) failure of communications networks or data transmission facilities, including without limitation wireless network interruptions.

"License Metrics" means the limitation on the usage of SaaS Services as designated and/or defined in the applicable Order Form or the financial metric used to calculate applicable fees.

"Order Form" means the document, regardless of actual name, executed by the parties by which Client orders Services that may specify, among other things, the User license count, duration of the Services, the applicable fees and costs, and incorporates the terms of this Agreement.

"Professional Services" means data conversion, data mapping, implementation, configuration, training, integration and deployment of the SaaS Services, and/or other professional services identified on an Order Form, including any training materials, tutorials and related documentation provided in connection with the performance of the Professional Services.

"SaaS Services" means the software as a service and the subscription products and services identified in the Order Form and associated Support.

"Services" means, collectively, the SaaS Services (as also may be identified as "**Subscription Products**") and Professional Services.

"Service Level or Service Level Agreement" means the customer support service level that SSG offers with respect

to the SaaS Services, as they may be updated by SSG from time to time located at: http://www.socialsolutions.com/legal/.

 "User" or "**Named User**" means an individual identifiable by a name and excludes concurrent users. "**Administrator**" or "**Enterprise Manager**" means the dedicated and name User of Client identified as the individual who shall be responsible for Client's Users, to attend and complete training, administer licenses and to be the technical point of contact on Client's behalf pertaining to Support and Services.

2   PURPOSE AND SCOPE

(a)   Purpose. This Agreement establishes the general terms and conditions to which the parties have agreed with respect to the provision of Services by SSG to Client. Additional terms for the purchase of a specific Service are set forth in the Order Form. The parties acknowledge receipt of and agree to be bound by the terms and conditions of the Agreement.

(b)   Incorporation of Order Forms. At any time after execution of the initial Order Form, Client may purchase additional Services or otherwise expand the scope of Services granted under an Order Form, upon SSG's receipt and acceptance of a new Order Form.

(c)   Order of Precedence. To the extent any terms and conditions of this Agreement conflict with the terms of an Order Form or any other document, the documents shall control in the following order: (i) Order Forms with the latest date(s), (ii) this Agreement and, (iii) any other documents expressly incorporated herein by reference.

3   SERVICES

(a)   Generally. Subject to Client's and its Users' compliance with the terms of this Agreement and timely payment of the applicable fees, SSG will make the SaaS Services available to Client and its Users during the Term.

(b)   Environment. SSG will provide Client online access to and use of the SaaS Service(s) via the Internet by use of a SSG-approved Client-provided browser. The SaaS Services will be hosted and maintained by SSG or its designated third-party supplier or data center. Client is solely responsible for obtaining and maintaining, at its own expense, all equipment needed to access the SaaS Services, including but not limited to Internet access, adequate bandwidth and encryption technology.

(c)   Changes. Access is limited to the version of the SaaS Services in SSG's production environment. SSG regularly updates the SaaS Services and reserves the right to discontinue, add and/or substitute functionally equivalent features in the event of product unavailability, end-of-life, or changes to software requirements. SSG will notify Client of any material change to or discontinuance of the SaaS Services.

3.4   Security; Back-Ups. Without limiting Client's obligations under Section 4(d), SSG will implement reasonable and appropriate measures designed to secure Client Data against accidental or unlawful loss, access or disclosure. SSG will perform back-ups in accordance with SSG's back-up daily schedule. Client Data is automatically encrypted while at rest within the SSG database and in transit. SSG will use industry-standard cipher key, intrusion detection system (IDS), virus scanning, automated system checks, and remote logging to guard against unauthorized access. SSG utilizes data centers that are staffed 24x7 by trained security guards, and access must be strictly authorized. The cloud infrastructure has been designed and managed to adhere to ISO 27001:2013 for Penelope products and SOC2 standards and procedures for Apricot an ETO products.

3.5   Service Availability. SSG will use commercially reasonable efforts to make the Service generally available for Client's use at an uptime percentage of 99.9% ("Service Availability") during the hours of 8:00 am to 8:00 pm Central Standard Time US. Service Availability does not include interruption of Service as a result of (i) downtime for scheduled or emergency maintenance (ii) Internet Unavailability, (iii) Independent Client Activity or (iv) force majeure events or any other events that are not under SSG's control.

3.6 **Support Services.** Support services provided by SSG as part of SaaS Services include (i) technical support and workarounds so that the SaaS Services operate in material conformance with the Documentation, and (ii) the provision of updates thereto, if and when available, all of which are provided under SSG Support policies (as may be amended by SSG from time to time) in effect at the time the Support services are provided ("Support"). For the avoidance of doubt, Support excludes Professional Services. Updates include bug fixes, patches, error corrections, minor and major releases, non-new platform changes, or modifications or revisions that enhance existing performance. Updates exclude new Services, modules or functionality for which SSG generally charges a separate fee. Support is provided solely to the number of Administrators or Enterprise Managers specified on the applicable Order Form.

SSG is under no obligation to provide Support with respect to: (i) Services that have been altered or modified by anyone other than SSG or its authorized representatives ; (ii) Services used other than in accordance with the Documentation; (iii) discrepancies that do not significantly impair or affect the operation of the Service; (iv) Errors or malfunction caused by Client or its Users' failure to comply with the minimum system requirements as provided by SSG or by use or upload of non-conforming Client Data, or by Independent Client Activity; or (vi) Errors and malfunction caused by any systems or programs not supplied by SSG.

3.7 **Professional Services and Training.** SSG will perform the Professional Services for Client described in one or more work orders, work authorizations or statements of work (collectively "*SOW*"). Either party may propose a change order to add to, reduce or change the work outlined in the SOW. Each change order must specify the change(s) to the Professional Services, and the effect on the time of performance and, the fees due and payable to SSG due to the change and executed by both parties. Professional Services must be used within one (1) year of the date of execution of the applicable Order Form by Client or will expire and will not be refunded. Professional Services and Training fees are based on Professional Services and Training provided during normal SSG business hours, Monday through Friday, 8:30 a.m. – 5:30 p.m. US central time zone (SSG holidays excluded), as SSG may modify upon notice to Client. Professional Services or Training provided by SSG outside of normal SSG business hours will be subject to a premium service charge

3.8 **Client Obligations and Cooperation.** Client agrees to provide SSG with good faith and cooperation and access to such information, facilities, personnel and equipment as may be reasonably required by SSG in order to perform the Professional Services and Training (as applicable), as may be applicable and to provide the Services, including, but not limited to, providing security access, information, and software interfaces to Client's applications, and Client personnel, as may be reasonably requested by SSG from time to time. Client acknowledges and agrees that SSG's performance is dependent upon the timely and effective satisfaction of Client's responsibilities hereunder and timely decisions and approvals of Client in connection with the Services. SSG is entitled to rely on all decisions and approvals of Client. Client will follow the instructions and reasonable policies established by SSG from time to time and communicated to Client and shall make all reasonable efforts not to impede or otherwise delay the performance of any Professional Services. Client further represents and warrants that any and all documentation, this Agreement, any Order Form, SOW or change order shall be executed by or on behalf of Client by duly authorized or appointed persons and further, any requisite internal approvals as may be required by Client have been obtained in advance of Client's commitment to procure and use the Services.

4 **USING THE SAAS SERVICES**

(a) **Limited License.** SSG hereby grants Client and its Users a personal, non-exclusive, non-transferable, limited worldwide license to remotely access and use the SaaS Services during the term of the applicable Order Form solely for Client's internal business purpose(s), subject to the terms and conditions of this Agreement. Client agrees to limit access to the SaaS Services to the number of Users identified in the applicable Order Form(s) during the Term.

(b)   User Administration. Client is solely responsible for the administration, authorization and termination of all User identifications and passwords to access and use the Services.   Client shall not permit Users to share User identifications and passwords, nor allow for multiple users under the same license. Client agrees to immediately notify SSG of any unauthorized use of the Services, or any other breach of security suspected or known to Client. Fees for the Services are based on the number of Users communicated to SSG. Client shall report to SSG no less than annually the number of Users. Any increase in the number of Users in excess of the established limit(s) in one or more Order Form will result in an increase in the annual Service Fees. Client may not decrease the number of licenses for its Users during the Term of the Order Form. Upon termination of an Order Form, all licenses granted to Client with respect to the Services under that Order Form shall automatically terminate and Client shall immediately discontinue its use thereof.

(c)   Acceptable Use Policy. Client acknowledges and agrees that SSG does not monitor or police the content of communications or data of Client or its Users transmitted or uploaded through the Services, and that SSG will not be responsible for the content of any such communications, transmissions or uploads. Client agrees to use the Services exclusively for authorized and legal purposes, consistent with all applicable laws and regulations and SSG's policies. Client agrees not to post or upload any content or data which (a) is libelous, defamatory, obscene, pornographic, abusive, harassing or threatening; (b) violates the rights of others, such as data which infringes on any intellectual property rights or violates any right of privacy or publicity; or (c) otherwise violates any applicable law. Should a violation be alleged or become known, SSG may remove any violating content posted or transmitted through the SaaS Services without notice to Client. SSG may suspend or terminate any of Client's User's access to the SaaS Services upon notice if SSG reasonably determines that such User has violated the terms of this Agreement.

(d)   Security. Client will not: (a) breach or attempt to breach the security of the SaaS Services or any network, servers, data, computers or other hardware relating to or used in connection with the SaaS Services, or any third party that is hosting or interfacing with any part of the SaaS Services; or (b) use or distribute through the SaaS Services any software, files or other tools or devices designed to interfere with or compromise the privacy, security or use of the SaaS Services or the operations or assets of any other Client of SSG or any third party. Client will comply with the user authentication requirements for use of the SaaS Services. Client is solely responsible for monitoring its Users' access to and use of the SaaS Services. SSG has no obligation to verify the identity of any person who gains access to the SaaS Services by means of a Client's account. Any failure by any Client User to comply with the Agreement will be deemed to be a breach by Client, and SSG will not be liable for any damages incurred by Client or any third party resulting from such breach. If there is any compromise in the security of a User account or if unauthorized use is suspected or has occurred, Client must immediately take all necessary steps, including providing prompt notice to SSG, to effect the termination of suspected account.

(e)   Client Data. Client has sole responsibility for the legality, reliability, integrity, accuracy and quality of the Client Data. Client Data is subject to the terms of this Agreement along with SSG's Privacy Policy located at http://www.socialsolutions.com/legal/.

(f)   Third-Party Providers. Certain third-party providers, some of which may be listed on SSG's website, offer products and services related to the Services, including implementation, configuration, and other consulting services and applications (both offline and online) that work in conjunction with the SaaS Services, such as by exchanging data with the Service or by offering additional functionality. SSG is not responsible for any exchange of data or other interaction or transaction between Client and a third-party provider, including purchase of any product or service, all of which is solely between Client and the third-party provider.

(g)   Links. The SaaS Service may contain links to third party websites or resources. Client acknowledges and agree that SSG is not responsible or liable for (a) the availability, accuracy, or security of such third-party sites or resources; or (b) the content, advertising, or products on or available from such website or resources. The inclusion of any link on the Service does not imply that SSG endorses the linked website. Client uses the links at its own risk.

(h)   Training. It is Client's responsibility to ensure that all Users receive training services sufficient to enable

Client to effectively access and use the SaaS Services. Failure to do so could result in additional fees if support requests are deemed excessive as a result of insufficient training, at SSG's discretion. Support may not be used as a substitute for training.

(i) **Storage Space.** Storage space is allotted in SKU in the Subscription Product and Services description in the Order Form. Client may purchase additional storage space at SSG's then prevailing rates. System reviews of the amount of storage space being used by Client will be performed periodically. If Client is using more than the allotted storage space as noted in the relevant SKU, Client will be invoiced for the additional storage usage upon the earlier of (i) discovery of the storage space overage or (ii) then next invoice cycle.

(j) **Public Agency Cooperative Procurement.** If Client is a public sector agency, SSG will extend the same terms and conditions in this Agreement to all public agencies in the same jurisdiction of Client (City, County, State) wishing to purchase SSG Products and Services. Any public agency exercising a purchase under this Agreement will execute its own Order Form for its specific requirements and this Agreement shall be referenced in such purchase. Public agencies may utilize this Agreement through their own procurement process in compliance with their own bidding and purchasing requirements with no statutory provision prohibiting such purchase therein. Client shall not be liable for the obligations of any public agency utilizing this Agreement for such public agency's own purchase.

5 **FEES, TAXES & PAYMENTS**

(a) **General.** Fees, currency, and payment terms are specified in the applicable Order Form. All fees are in United States Dollars (unless otherwise noted in the Order Form) and exclude taxes. Client is responsible for payment of all applicable taxes (excluding those on SSG's net income) relating to the provision of the Services. In the event Client is tax exempt, such evidence shall be provided to SSG at time of execution of any Order Form. Except as otherwise expressly specified in the Order Form, all recurring fees payment obligations start from the execution of the Order Form. SSG may increase recurring fees on an annual basis upon 60 days prior written notice. Unless otherwise specified in the Order Form, payment of invoiced fees is due 30 days after the invoice date. Interest accrues on past due balances at the lesser of 1½% per month or the highest rate allowed by applicable law. Failure to make timely payments is a material breach of the Agreement and SSG will be entitled to suspend any or all of the Services, including its performance obligations hereunder in accordance with the provisions of Section 11(d) and/or to modify the payment terms, and to request full payment before any additional performance is rendered by SSG. In the event of Suspension of thirty (30) days or more, SSG has the right, in its sole discretion, to terminate this Agreement and any Order Form without further notice to Client. Client agrees to reimburse SSG for expenses incurred, including interest and reasonable attorney fees, in collecting amounts due SSG hereunder that are not under good faith dispute by Client.   Amounts paid or payable for SaaS Services are not contingent upon the performance of any Professional Services. Client agrees that its purchases hereunder are neither contingent on the delivery of any future functionality or features nor dependent on any oral or written comments made by SSG regarding future functionality or features.

(b) **Professional Services.** Professional Services shall be provided to Client on a "Time and Materials" basis, if an estimated total fee amount is stated in the Order Form or SOW, that amount is solely a good-faith estimate for Client's budgeting and SSG's resource scheduling purposes and not a guarantee nor a warranty that the work will be completed for that amount or within Client's specified time frame. Any delays or lack of timely cooperation by Client may result in additional fees. Professional Services purchased must be used within, and rates quoted are valid for, a period of one year following the effective date of the Order Form. Hours that are not used or have expired after the one-year period are non-refundable.

(c) **Professional Services Travel and Lodging Expenses.** Upon preapproval by Client and subject to Client's policies, SSG's reasonable travel and lodging costs and expenses incurred by SSG in the performance of Professional Services on Client's site will be billed separately at actual cost.

6   PROPRIETARY RIGHTS

(a)   Ownership. The SaaS Services and all equipment, infrastructure, websites and other materials provided by SSG in the performance of Services will always remain the exclusive, sole and absolute property of SSG or its licensors. Client does not acquire any right, title, or interest in or to the SaaS Services. Client hereby assigns rights to SSG any suggestions, ideas, enhancement requests, feedback, recommendations or other information provided by Client relating to the SaaS Services or Professional Services. SSG may use such submissions as it deems appropriate in its sole discretion. All rights, title and interest in or to any copyright, trademark, service mark, trade secret, and other proprietary right relating to the SaaS Services and the related logos, Service names, etc. and all rights not expressly granted are reserved by SSG and its licensors. Client may not obscure, alter or remove any copyright, patent, trademark, service mark or proprietary rights notices on any portion of the SaaS Services or other materials, including SSG Documentation*.*

(b)   Restrictions. Client may not itself, nor through any affiliate, employee, consultant, contractor, agent or other third party: (i) sell, resell, distribute, host, lease, rent, license or sublicense, in whole or in part, the SaaS Services; (ii) decipher, decompile, disassemble, reverse assemble, modify, translate, reverse engineer or otherwise attempt to derive source code, algorithms, tags, specifications, architecture, structure or other elements of the SaaS Services, in whole or in part, for competitive purposes or otherwise; (iii) allow access to, provide, divulge or make available the Services to any user other than Users; (iv) write or develop any derivative works based upon the Services; (v) modify, adapt, tamper with or otherwise make any changes to the SaaS Services or any part thereof; (vi) obliterate, alter, or remove any proprietary or intellectual property notices from the SaaS Services; (vii) create Internet "links" to or from the SaaS Services, or "frame" or "mirror" any Content, (viii) use the SaaS Services to provide processing services to third parties, or otherwise use the same on a 'service bureau' basis; (ix) disclose or publish, without SSG's prior express written consent, performance or capacity statistics or the results of any benchmark test performed on the SaaS Services; or (x) otherwise use or copy the same except as expressly permitted herein.

(c)   Client Data. Client owns all Client Data. Client agrees that SSG may access User accounts, including Client Data, to provide Support or enforce the terms of this Agreement, and SSG may compile, use and disclose User statistics and Client Data in aggregate and anonymous form only. Client has sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness, and intellectual property ownership or right of use of all Client Data.

(d)   Transition of Client Data at Termination. Prior to termination of this Agreement or any Order Form, Client may access and download their Client Data at any time at no charge via the standard Services interfaces and reporting. Upon termination of this Agreement or any Order Form, should Client elect SSG's assistance in the extraction of Client Data, including any attachments, separate fees shall apply as included in an Order Form for the transition of said Client Data. Such transition must occur within thirty (30) days of termination or expiration of the SaaS Services. In no event shall SSG be liable to retain Client Data for a period in excess of thirty (30) days of the termination or expiration of the SaaS Services unless otherwise required by applicable law.

7   WARRANTIES AND DISCLAIMERS

(a)   Client Data Warranty. Client represents and warrants that it has the right to use and provide the Client Data to SSG.

(b)   SSG Warranties. SSG warrants that the SaaS Services, as may be updated or enhanced by SSG from time to time will perform substantially in accordance with the Documentation under normal Client use and circumstances and that the Professional Services will be performed in a manner consistent with general industry standards reasonably applicable to the provision thereof. SSG is not responsible for any claimed breach of any warranty set forth in this Section caused by: (i) modifications made to the SaaS Services by anyone other than SSG or its authorize representatives; (ii) the combination, operation or use of the hosted SSG Software with any items

not certified or expressly approved in writing by SSG; (iii) SSG's adherence to Client's specifications or instructions; (iv) Errors caused by or related to Internet Unavailability or Independent Client Activity; or (v) Client deviating from the Service operating procedures described in the Documentation or as otherwise approved in writing by SSG. Correction for defects or issues traceable to the above warranty exclusions will be invoiced at SSG's then standard time and material charges.

(c) **Disclaimers.** SSG, ITS LICENSORS, AUTHORIZED REPRESENTATIVES, AND SUPPLIERS EXPRESSLY DISCLAIM TO THE MAXIMUM EXTENT PERMITTED BY LAW, ALL OTHER WARRANTIES, EITHER EXPRESS OR IMPLIED. SSG MAKES NO WARRANTY OR REPRESENTATION WITH RESPECT TO THE SERVICES AND ANY RELATED INSTALLATION, CONFIGURATION, MAINTENANCE OR OTHER SUPPORT SERVICES, EXPRESS OR IMPLIED, AT LAW OR OTHERWISE, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT, TITLE, AND ANY WARRANTIES ARISING FROM A COURSE OF DEALING, USAGE, OR TRADE PRACTICE, ALL OF WHICH ARE HEREBY DISCLAIMED TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.

8 **INDEMNIFICATION**

(a) **SSG Indemnity.** SSG agrees, at its own expense, to defend, indemnify and hold Client, and its affiliates, officers, directors, employees, and agents harmless against any damages finally awarded and payable to any third party in any such suit or cause of action, alleging that a SaaS Service as used in accordance with this Agreement infringes the registered U.S. patent or copyright of any third party. If a SaaS Service is held or believed to infringe on a registered U.S. patent or copyright of a third party, SSG may, in its sole discretion, (a) modify the Service to be non-infringing, (b) obtain for Client a license to continue using the affected Service, or (c) if neither (a) nor (b) are practical in SSG's sole judgment, terminate the affected Service and return to Client the pro-rated portion of unused Service fees actually paid by Client for the affected Service. The foregoing obligations of SSG do not apply (i) to the extent that the allegedly infringing SaaS Service or portions or components thereof or modifications thereto result from any change or that are developed or configured in whole or in part in accordance with Customer's specifications, made by Client or by any third party for Client, (ii) if the infringement claim could have been avoided by using an unaltered current version of a SaaS Service which was provided by SSG, (iii) to the extent that an infringement claim is based upon any information, design, specification, instruction, software, data, or material not furnished by SSG, or any material from a third party portal or other external source that is accessible to Client within or from the SaaS Service (e.g., a third party Web page accessed via a hyperlink), (iv) to the extent that an infringement claim is based upon the combination of any material with any products or services not provided by SSG, or (v) to the extent that an infringement claim is caused by the provision by Client to SSG of materials, designs, know-how, software or other intellectual property with instructions to SSG to use the same in connection with the SaaS Service, (iv) to the extent that Client is in material breach of its obligations under the terms of this Agreement. The indemnity and other remedies set forth in this Section shall be the exclusive remedies of the Client with respect to any claim and actions for which SSG has an obligation of indemnity pursuant to this Section.

(b) **Client Indemnity.** Client agrees to defend, indemnify and hold SSG, its licensors, and its and their respective parents, subsidiaries, affiliates, officers, directors, employees, and agents harmless from and against any and all losses, including, but not limited to any damages, attorneys' fees and costs finally awarded against Client or as a result of a court approved settlement arising out of or in connection with a third party claim concerning (a) the Client Data or the combination of the Client Data with other applications, systems, content or processes, including any claim involving alleged infringement or misappropriation of third-party rights by the Client Data or by the use, development, design, production, advertising or marketing of the Client Data; (b) any and all losses, including without limitation, data loss or damage to hardware, software and other property arising from Client's or its Users' acts and omissions in using the Services, including without limitation Independent Client Activity; (c) Client's or its Users' use of Services in violation of the terms of this Agreement or applicable law; or (d) a dispute between Client and any of its Users.

(c) **Injunction.** If Client's use of the Services is or is likely to be enjoined, SSG may, without limiting SSG's

indemnity obligations hereunder, procure the right for Client to continue to use the Services or modify the Services in a functionally equivalent manner so as to avoid such injunction. If the foregoing options are not available on commercially reasonable terms and conditions, SSG may immediately terminate the Agreement and refund to Client a prorated amount of prepaid fees for the SaaS Service actually paid by Client for the unused portion of the then-current subscription Term. If the foregoing options are not available on commercially reasonable terms and conditions as it relates to Professional Services, SSG will refund to Client the fees paid for such Professional Services less a credit for use based on straight line depreciation applied on a quarterly basis over five years from the date of initial delivery of the Professional Services.

(d)   **Procedure.** If one party herein (the "**Indemnitee**") receives any notice of a claim or other allegation with respect to which the other party (the "Indemnitor") has an obligation of indemnity hereunder, then the Indemnitee will, within 15 days of receipt of such notice, give the Indemnitor written notice of such claim or allegation setting forth in reasonable detail the facts and circumstances surrounding the claim. The Indemnitee will not make any payment or incur any costs or expenses with respect to such claim, except as requested by the Indemnitor or as necessary to comply with this procedure. The Indemnitee will not make any admission of liability or take any other action that limits the ability of the Indemnitor to defend the claim. The Indemnitor shall immediately assume the full control of the defense or settlement of such claim or allegation, including the selection and employment of counsel, and shall pay all authorized costs and expenses of such defense. The Indemnitee will fully cooperate, at the expense of the Indemnitor, in the defense or settlement of the claim. The Indemnitee shall have the right, at its own expense, to employ separate counsel and participate in the defense or settlement of the claim. The Indemnitor shall have no liability for costs or expenses incurred by the Indemnitee, except to the extent authorized by the Indemnitor or pursuant to this procedure.

9   **NONDISCLOSURE.** All Confidential Information (as defined below) disclosed hereunder will remain the exclusive and confidential property of the disclosing party. The receiving party will not disclose the Confidential Information of the disclosing party and will use at least the same degree of care, discretion and diligence in protecting the Confidential Information of the disclosing party as it uses with respect to its own confidential information, but in no case less than reasonable care. The receiving party will limit access to Confidential Information to its affiliates, employees and authorized representatives with a need to know and will instruct them to keep such information confidential. SSG may disclose Client's Confidential Information on a need to know basis to its subcontractors who are providing all or part of the Services. SSG may use Client's Confidential Information solely as provided for under Agreement. Notwithstanding the foregoing, the receiving party may disclose Confidential Information of the disclosing party (a) to the extent necessary to comply with any law, rule, regulation or ruling applicable to it, and (b) as required to respond to any summons or subpoena or in connection with any litigation, provided the receiving party gives the disclosing party prior notice of such compelled disclosure (to the extent legally permitted) and reasonable assistance, at the disclosing party's cost, if the disclosing party wishes to contest the disclosure. Upon the request of the disclosing party, the receiving party will return or destroy all Confidential Information of the disclosing party that is in its possession. Notwithstanding the foregoing, SSG may retain information for regulatory purposes or in back-up files, provided that SSG's confidentiality obligations hereunder continue to apply. For purposes of this Section, "**Confidential Information**" means information designated as confidential in writing or information which ought to be in good faith considered confidential and proprietary to the disclosing party. Confidential Information of SSG and/or its licensors includes but is not limited to the terms and conditions (but not the existence) of the Agreement, all trade secrets, software, source code, object code, specifications, documentation, business plans, Client lists and Client-related information, financial information, auditors reports of any nature, proposals, as well as results of testing and benchmarking of the Services, product roadmap, data and other information of SSG and its licensors relating to or embodied in the Services. Information will not be considered Confidential Information to the extent, but only to the extent, that the receiving party can establish that such information (i) is or becomes generally known or available to the public through no fault of the receiving party; (ii) was in the receiving party's possession before receipt from the disclosing party; (iii) is lawfully obtained from a third party who has the right to make such disclosure on a non-confidential

basis; or (iv) has been independently developed by one party without reference to any Confidential Information of the other. The obligations of SSG set forth in this Section 9 will not apply to any suggestions and feedback for product or service improvement, correction, or modification provided by Client in connection with any present or future SSG product or service, and, accordingly, neither SSG nor any of its clients or business partners will have any obligation or liability to Client with respect to any use or disclosure of such information.

10   **LIMITATION OF LIABILITY.** Notwithstanding anything to the contrary contained in this Agreement, any Order Form, SOW, or other exhibits and attachments, SSG's total liability for any and all damages may not exceed: (i) with respect to the SaaS Services, the fees (excluding implementation or other Professional Services fees) paid by Client for the twelve (12) month period preceding the action or event giving rise to the liability or (ii) with respect to the Professional Services, the total fees received by SSG from Client for the Professional Services under the SOW giving rise to the liability. NOTWITHSTANDING ANYTHING IN THIS AGREEMENT TO THE CONTRARY, NEITHER CLIENT, SSG, NOR THEIR RESPECTIVE LICENSORS AND SUPPLIERS WILL BE RESPONSIBLE FOR SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR OTHER SIMILAR DAMAGES (INCLUDING, WITHOUT LIMITATION, ANY LOST PROFITS OR DAMAGES FOR BUSINESS INTERRUPTION, INACCURATE INFORMATION OR LOSS OF INFORMATION OR COST OF COVER) THAT THE OTHER PARTY MAY INCUR OR EXPERIENCE IN CONNECTION WITH THE AGREEMENT OR THE SERVICES, HOWEVER CAUSED AND UNDER WHATEVER THEORY OF LIABILITY, EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

11   **TERM AND TERMINATION**

(a)   **Agreement Term.** The term of this Agreement commences upon the execution of an Order Form referencing this Agreement and will continue in full force and effect until the expiration or termination of all such Order Forms, unless otherwise terminated earlier as provided hereunder.

(b)   **SaaS Services Term.** The initial term of each of the SaaS Services is specified in the Order Form ("**Initial Term**") and automatically renews for the same length as the Initial Term but not less than a period of twelve (12) months (the "**Renewal Term**") unless either party gives written notice 45 days prior to the end of the Initial Term, or any renewal term, of its intention to terminate the Order Form. The Initial Term and any Renewal Term, combined, are referred to as the "**Term**". The SaaS Services may not be terminated in whole or in part during the Initial Term or any Renewal Term, except as set forth in Section 11(c).

(c)   **Termination.** Either party may terminate the Agreement, and any Order Forms subject to the Agreement, immediately upon written notice at any time if: (i) the other party commits a non-remediable material breach of the Agreement; (ii) the other party fails to cure any remediable material breach or provide a written plan of cure acceptable to the non-breaching party within 30 days of being notified in writing of such breach, except for breach of Section 5 which will have only a 10 day cure period; (ii) the other party ceases business operations; or (iv) the other party becomes insolvent, generally stops paying its debts as they become due or seeks protection under any bankruptcy, receivership, trust deed, creditors arrangement, composition or comparable proceeding, or if any such proceeding is instituted against the other (and not dismissed within 90 days after commencement of one of the foregoing events). If SSG terminates this Agreement due to an uncured Client breach, Client agrees to pay to SSG the remaining value of the current Term (that Client acknowledges as liquidated damages reflecting a reasonable measure of actual damages and not a penalty) equal to the aggregate recurring Service fees (as set forth in the Order Form) that will become due during the canceled portion of the Term. Where a party has rights to terminate, that party may at its discretion either terminate the entire Agreement or the applicable Order. In such case, Order Forms that are not terminated will continue in full force and effect under the terms of this Agreement.

(d)   **Suspension.** SSG will be entitled to suspend any or all Services upon 10 days' notice to Client in the event Client is more than 60 days past due with any payment or otherwise for an uncured breach of this Agreement ("**Suspension**"). However, SSG may suspend Client's access and use of the SaaS Services immediately, with notice to Client following promptly thereafter, if, and so long as, in SSG's sole judgment, there is a security or legal risk created by Client that may interfere with the proper continued provision of the SaaS Services or the operation of SSG's network or systems. SSG may impose an additional charge to reinstate service following such suspension. In

the event of a Suspension of thirty (30) days or more, SSG has the right, in its sole discretion and without further notice to Client, to terminate this Agreement and any Order Form and to further pursue any rights and remedies under this Agreement or at law and equity.

(e) **Post Termination.** SSG has no obligation to retain Client Data beyond thirty (30) days after the expiration or termination of SaaS Services unless required by appliable law.

(f) **Survival.** Sections 1, 2, 5, 6, 7.3, 8, 9, 10, 11, and 12 will survive termination of this Agreement.

12 <u>**MISCELLANEOUS**</u>

(a) **Compliance.** During the term of the Agreement and for a period of one year following its termination, SSG will have the right to verify Client's full compliance with the terms and requirements of the Agreement. If such verification process reveals any noncompliance, Client will promptly cure any such noncompliance; provided, however, that the obligations under this Section do not constitute a waiver of SSG's termination rights and do not affect SSG's right to payment for Services and interest fees related to usage in excess of the License Metrics.

(b) **Force Majeure.** Any party hereto will be excused from performance (except payment obligations) under this Agreement for any period of time that the party is prevented from performing its obligations hereunder as a result of an act of God, war, utility or communication failures, or other cause beyond the party's reasonable control. Both parties will use reasonable efforts to mitigate the effect of a force majeure event.

(c) **Non-Solicitation.** Both parties agree not to recruit, divert, or solicit the employment of each other's employees during the term of this Agreement and for a period of 12 months following termination or expiration of this Agreement; provided, however, that either party may engage in general solicitations (e.g., newspaper, online job postings, etc.) for employees in the ordinary course of business not specifically directed or targeted at the other party's employees.

(d) **Waiver.** The failure of either party at any time to enforce any right or remedy available to it under this Agreement with respect to any breach or failure by the other party will not be construed to be a waiver of such right or remedy with respect to any other breach or failure by the other party.

(e) **Headings.** The headings used in this Agreement are for reference only and do not define, limit, or otherwise affect the meaning of any provisions hereof.

(f) **Severability.** If any of the provisions of this Agreement are determined be invalid or unenforceable, such invalidity or unenforceability will not invalidate or render unenforceable the entire Agreement, but rather the entire Agreement will be construed as if not containing the invalid or unenforceable provision or provisions, and the rights and obligations of Client and SSG will be construed and enforced accordingly.

(g) **Assignment.** SSG may assign the Agreement to an affiliate, a successor in connection with a merger, acquisition or consolidation, or to the purchaser in connection with the sale of all or substantially all of its assets. Client may not assign the Agreement or any of the rights or obligations under the Agreement without the prior written consent of SSG.

(h) **Relationship of the Parties.** The parties hereto expressly understand and agree that each party is an independent contractor in the performance of each and every part of the Agreement, is solely responsible for all of its employees and agents and its labor costs and expenses arising in connection therewith.

(i) **Governing Law and Dispute Resolution.** This Agreement is governed by the laws of the State of Texas without giving effect to its conflict of law provisions. Any dispute, claim or controversy arising out of or relating to this Agreement or the breach, termination, enforcement, interpretation or validity thereof, including the determination of the scope or applicability of this agreement to arbitrate, shall be determined by arbitration in Travis County, Texas before one arbitrator. The arbitration shall be administered by JAMS pursuant to its Comprehensive Arbitration Rules and Procedures and in accordance with the Expedited Procedures in those Rules. Judgment on the Award may be entered in any court having jurisdiction. This clause shall not preclude parties from

seeking provisional remedies in aid of arbitration from a court of appropriate jurisdiction. The Uniform Computer Information Transactions Act does not apply to this Agreement or orders placed under it.

(j) **Entire Agreement.** The Agreement contains the entire agreement of the parties with respect to its subject matter and supersedes and overrides all prior agreements on the same subject matter and will govern all disclosures and exchanges of Confidential Information made by the parties previously hereto. This Agreement may not be modified except by a writing signed by SSG and Client. SSG acceptance of a Client purchase order or other ordering document is for convenience only, and any additional or different terms in any purchase order or other response by Client are deemed objected to by SSG without need of further notice of objection and will be of no effect or in any way binding upon SSG.

(k) **Use of Agents.** SSG may designate any agent or subcontractor to perform such tasks and functions to complete any services covered under this Agreement. However, nothing in the preceding sentence will relieve SSG from responsibility for performance of its duties under the terms of this Agreement. To the extent SSG utilizes third parties or subcontractors in connection with the Services, SSG shall ensure that such third parties and subcontractors are bound by similar confidentiality requirements as required of SSG.

(l) **Publicity.** Client agrees that SSG may identify Client as a recipient of Services and use its logo in sales presentations, marketing materials and press releases.

(m) **Notices.** Any notice or other communication required or permitted under this Agreement shall be in writing and shall be deemed to have been given (a) upon receipt by personal delivery, delivery by overnight courier (with signature acknowledgement of receipt), or delivery by certified mail, (b) the second business day after mailing via first class mail (other than pursuant to (a)), or (c) immediately if sent by email or by a notification delivered via the SaaS Services. All Notices to SSG shall be directed to Social Solutions Global, Inc., 10801-2 N. MoPac Expy., Suite 400, Austin, TX 78759, ATTN: Legal Department with a copy to legal@socialsolutions.com, or the address set forth in the Order Form for Client. Either party may designate, by Notice to the other, substitute addresses, addressees for Notices, and thereafter, Notices are to be directed to those substitute addresses, addressees or facsimile numbers.