

**Aunt Bertha, a Public Benefit Corporation**  
**Enterprise Software Agreement**

This Agreement (the “**Agreement**”) is made and entered into as of the date set forth in the signature block below (the “Effective Date”), by and between Aunt Bertha, Inc., a Delaware C corporation, having its principal place of business at 3616 Far West Blvd. Suite 117-454 Austin, TX 78759 (“Aunt Bertha”), and the Customer set forth in the signature block below.

**WHEREAS**, Customer agrees to the statement of work set forth below;

**WHEREAS**, Customer agrees to the order form set forth below; and

**WHEREAS**, Customer agrees to the terms and conditions set forth in Exhibit B.

**NOW, THEREFORE**, the parties agree as follows:

**1. STATEMENT OF WORK**

This statement of work (SOW) sets forth additional terms to the Agreement. Capitalized terms used in this SOW will have the same meaning as set forth in the Terms of Service (Exhibit B).

Aunt Bertha agrees to provide the following services to Customer:

Service Selected	Service	Description
✓	Enterprise Search Solution	<ul style="list-style-type: none"> <li>▪ Branded search site</li> <li>▪ Unlimited logins for employees and partners</li> <li>▪ Training materials for staff</li> <li>▪ Unlimited search access in agreed upon geographic region</li> <li>▪ 99.9 percent uptime</li> <li>▪ 24/7 monitoring</li> <li>▪ Nightly backups of data</li> </ul>
✓	Premium Reporting and Analytics dashboard	<ul style="list-style-type: none"> <li>▪ Access to Tableau reporting dashboard for one administrator</li> </ul>
	Standard Reporting and Analytics dashboard	<ul style="list-style-type: none"> <li>▪ Access to basic reporting dashboard for one administrator (<i>included when Premium Reporting not selected</i>)</li> </ul>
	Additional Features and Functionality ( <i>select all that apply</i> )	
		<ul style="list-style-type: none"> <li>▪ Required login for internal users</li> </ul>
		<ul style="list-style-type: none"> <li>▪ Integration with existing systems using single-sign-on</li> </ul>
		<ul style="list-style-type: none"> <li>▪ Separate sites for internal and external users</li> </ul>
	Guided Search Functionality	<ul style="list-style-type: none"> <li>▪ Assists employees in determining social needs and identifying interventions.</li> </ul>
✓		<ul style="list-style-type: none"> <li>▪ Highlight / feature certain program listings</li> </ul>
✓		<ul style="list-style-type: none"> <li>▪ Customization to search results order</li> </ul>
		<ul style="list-style-type: none"> <li>▪ Access to Aunt Bertha API</li> </ul>
✓	Referrals Functionality	<ul style="list-style-type: none"> <li>▪ Referrals Functionality</li> </ul>
		<ul style="list-style-type: none"> <li>▪ Additional program listings outside standard Aunt Bertha taxonomy</li> </ul>

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	<b>Application Processing Service</b>	<ul style="list-style-type: none"> <li>Program application / intake form accessible through auntbertha.com and branded search site</li> </ul>
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## 2. ORDER FORM

### 2.1 TERM

Subject to the termination provisions of the Terms of Service, the Initial Term shall commence on the Effective Date and shall continue yearly, unless either party provides written notice to the other party at least ten (10) days prior to the expiration of the then-current term.

### 2.2 FEES

\$1,000 per month

Service Selected	Service	Price
✓	<b>Enterprise Search Solution</b>	<ul style="list-style-type: none"> <li>\$1,000/month</li> </ul>
✓	<b>Premium Reporting and Analytics dashboard</b>	<ul style="list-style-type: none"> <li>One administrative user included. \$1,000 for each additional administrative user.</li> </ul>
	<b>Standard Reporting and Analytics dashboard</b>	<ul style="list-style-type: none"> <li>Included when Premium Reporting not selected</li> </ul>
	<b>Additional Features and Functionality</b> <i>(select all that apply)</i>	
	Required login for internal users	<ul style="list-style-type: none"> <li>Included with Enterprise Search Solution</li> </ul>
	Integration with existing systems using single-sign-on	<ul style="list-style-type: none"> <li><i>Pricing based on technical requirements</i></li> </ul>
	Separate sites for internal and external users	<ul style="list-style-type: none"> <li>Included with Enterprise Search Solution</li> </ul>
	Guided Search Functionality	<ul style="list-style-type: none"> <li>\$500/month</li> </ul>
✓	Highlight / feature certain program listings	<ul style="list-style-type: none"> <li>Included with Enterprise Search Solution</li> </ul>
✓	Customization to search results order	<ul style="list-style-type: none"> <li>Included with Enterprise Search Solution</li> </ul>
	Access to Aunt Bertha API	<ul style="list-style-type: none"> <li>N/A</li> </ul>
✓	Referrals Functionality	<ul style="list-style-type: none"> <li><i>Included with Enterprise Search Solution</i></li> </ul>
	Additional program listings outside standard Aunt Bertha taxonomy	<ul style="list-style-type: none"> <li>N/A</li> </ul>
	<b>Application Processing Service</b>	<ul style="list-style-type: none"> <li>\$100/month per program</li> </ul>

**Total Annual Fee:**

### 2.3 INVOICE SCHEDULE

Quarterly in advance. 2% discount for annual payment in advance.

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**IN WITNESS WHEREOF**, authorized representatives of the parties have executed this Agreement as of the Effective Date set forth below.

Effective Date: March 22<sup>nd</sup> 2016

**"Customer":** Williamson County

By: 

Name: Dr. X GATTI

Title: County Judge

Address: \_\_\_\_\_

\_\_\_\_\_

**"Aunt Bertha"**

By: 

Name: Erine A. Gray

Title: President

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**EXHIBIT B: TERMS OF SERVICE**

THESE TERMS AND CONDITIONS (THE “**TERMS**” OR THIS “**AGREEMENT**”) ARE A LEGAL CONTRACT BETWEEN YOU (“**YOU**”) AND AUNT BERTHA, INC. (“**AUNT BERTHA**” OR “**US**” OR “**OUR**” OR “**WE**”). THE TERMS EXPLAIN HOW YOU ARE PERMITTED TO USE AND ACCESS THE SITE LOCATED AT THE URL: WWW.AUNTBERTHA.COM AS WELL AS ALL ASSOCIATED SITES LINKED TO WWW.AUNTBERTHA.COM BY AUNT BERTHA, ITS SUBSIDIARIES AND AFFILIATED COMPANIES (COLLECTIVELY, THE “**SITE**”) AND ALL SERVICES (“**SERVICES**”) AND ANY SOFTWARE THAT WE PROVIDE TO YOU THAT ALLOWS YOU TO ACCESS THE SITE OR SERVICES FROM A DEVICE (AN “**APPLICATION**”). BY USING THIS SITE OR THE SERVICES, YOU ARE AGREEING TO ALL THE TERMS; IF YOU DO NOT AGREE WITH ANY OF THESE TERMS, DO NOT ACCESS OR OTHERWISE USE THIS SITE, ANY SERVICES AVAILABLE THROUGH THIS SITE OR ANY INFORMATION CONTAINED ON THIS SITE. BY ACCEPTING THESE TERMS, OR BY ACCESSING OR USING THE SITE OR SERVICES, OR AUTHORIZING AN END USER TO ACCESS OR USE THE SERVICES, YOU AGREE TO BE BOUND BY THESE TERMS. IF YOU ACCEPT OR AGREE TO THESE TERMS ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY, YOU REPRESENT AND WARRANT THAT YOU HAVE THE AUTHORITY TO BIND SUCH COMPANY OR OTHER LEGAL ENTITY TO THESE TERMS, AND IN SUCH EVENT, “YOU” AND “YOUR” WILL REFER AND APPLY TO SUCH COMPANY OR OTHER LEGAL ENTITY.

**1. KEY TERMS**

“**Account**” means any Aunt Bertha accounts or instances created by You or on Your behalf within the Site for use of the Services.

“**Authorized End User**” means, collectively You and any of Your individual employees, agents, or contractors accessing or using the Services, under the rights granted to You pursuant to these Terms.

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**“Confidential Information”** means any and all non-public information disclosed by one party to the other party in any form or medium, whether oral, written, graphical or electronic, pursuant to these Terms, that has been identified as confidential or that by the nature of the circumstances surrounding disclosure ought reasonably to be treated as confidential.

**“Documentation”** means text and/or graphical documentation, whether in electronic or printed format, that describe the features, functions and operation of the Services, which materials are designed to facilitate use of the Services and which are provided by Aunt Bertha to You in accordance with these Terms.

**“Materials”** mean collectively all the text, data, information, software, graphics, photographs and more, including the Documentation, the proprietary platform and Aunt Bertha API through which Aunt Bertha offers the Services to you in a ‘as-a-service’ form. Materials include any and all intellectual property embodied in the Materials.

**“Open Source Software”** means all software that is available under the GNU Affero General Public License (AGPL), GNU General Public License (GPL), GNU Lesser General Public License (LGPL), Mozilla Public License (MPL), Apache License, BSD licenses, or any other license that approved by the Open Source Initiative ([www.opensource.org](http://www.opensource.org)).

**“Order Form”** means the ordering documents for Services purchased from Aunt Bertha that are executed hereunder by the parties from time to time. Order Forms shall be deemed incorporated herein.

**“Search”** means a query from a user or API to the Aunt Bertha program database where inputs are received such as postal code, service tag, attribute tag is sent and a list of programs are returned to the user or API.

**“Services”** means any and all services, tools, software, content, applications and functionalities as may be provided by Aunt Bertha from time to time through the Site, including access to and use of our proprietary platform and the Aunt Bertha API, which is offered in a ‘as-a-service’ form on a subscription basis.

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**“Subscription Term”** means the period during which You have agreed to subscribe to the Services as set forth in an order form mutually agreed by You and Us. If the order form is silent, such Subscription Term shall be deemed to extend for one (1) year from acceptance of Your applicable order form for the Services by Aunt Bertha.

**“Your Content”** means the data, media and content submitted, stored, posted, displayed, or otherwise transmitted by You and/or any Authorized End Users on or through the Site, but does not include any data you collect through use of or in connection with the Services.

## **2. CHANGES TO TERMS**

We may alter the Materials and Services We offer You and/or choose to modify, suspend or discontinue this Site at any time and without notifying You. We may also change, update, add or remove provisions (collectively, “modifications”) of these Terms from time to time. Because Everyone benefits from clarity, We promise to inform You of any modifications to these Terms by posting them on this Site and, if You have registered with Us, by describing the modifications to these Terms in an email that We will send to the address that You provided during registration. To be sure We properly reach Your email inbox, We just ask that You let Us know if Your preferred email address changes at any time after Your registration.

If You object to any such modifications, Your sole recourse shall be to cease using this Site. Continued use of this Site following notice of any such modifications indicates You acknowledge and agree to be bound by the modifications. Also, please know that these Terms may be superseded by expressly-designated legal notices or terms located on particular pages of this Site. These expressly-designated legal notices or terms are incorporated into these Terms and supersede the provision(s) of these Terms that are designated as being superseded.

## **3. GENERAL USE OF THE SITE**

By using this Site, You promise that You are at least 13 years of age. If You are not yet 18 years old, You must have the permission of an adult to use this Site and agree to its Terms, and that adult must be a parent or legal guardian who is willing be responsible for Your use of this Site.

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In these Terms we are granting You a limited, personal, non-exclusive and non-transferable license to use and to display the Materials; Your right to use the Materials is conditioned on Your compliance with these Terms. You have no other rights in this Site or any Materials and You may not modify, edit, copy, reproduce, create derivative works of, reverse engineer, alter, enhance or in any way exploit any of this Site or Materials in any manner. If we permit You, in writing in advance, to make copies of any part of this Site, You agree to keep on any such copies all of Our copyright and other proprietary notices as they appear on this Site.

Unfortunately, if You breach any of these Terms the above license will terminate automatically.

#### **4. ACCOUNT REGISTRATION**

We appreciate You visiting this Site and allow You to do just that – stop by and leisurely check it out without even registering with Us! However, in order to access certain password-restricted areas of this Site and to use certain Services and Materials offered on and through this Site, You must successfully register an account with Us.

If You want an account with Us, You must submit a working email address and a preferred password through the account registration page on this Site. You may also provide additional, optional information so that We can provide You a more customized experience when using this Site –but, We will leave that decision with You. If you subscribe to certain Services additional information such as billing address and payment information will also be required. Once You submit the required registration information, We alone will determine whether or not to approve Your proposed account. If approved, You will be sent an e-mail detailing how to complete Your registration. For so long as You use the account, You agree to provide true, accurate, current, and complete information which can be accomplished by logging into Your account and making relevant changes directly or contacting Us using the below contact information and We can make the changes for You. And, if You forget Your password – no worries as We will happily send a password update to Your provided email address.

You are responsible for complying with these Terms when You access this Site, whether directly or through any account that You may setup through or on this Site. Because it is Your account, it is Your job to obtain and maintain all equipment and services needed for access to and use of

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This Site as well as paying related charges. It is also Your responsibility to maintain the confidentiality of Your password(s), including any password of a third-party site that We may allow You to use to access this Site. Should You believe Your password or security for This Site has been breached in any way, You must immediately notify Us.

## **5. USE OF THE SERVICES BY YOU AND AUTHORIZED END USERS**

Subject to these Terms, Aunt Bertha hereby grants to You and Your Authorized End Users a limited, non-exclusive, non-transferable, non-sublicenseable right during the Subscription Term to use Aunt Bertha's then-current application programming interface ("Aunt Bertha API"), in object code form only, solely (i) to access and display the features and functions of the Services for the benefit of, or in relation to, the operation of Your business and (ii) for the purpose of the real time transmission and reception of required data and information in connection with the permitted use of the Services. We shall also provide You the Documentation to be used by You in accessing and using the Services. You acknowledge and agree that, as between You and Us, You shall be responsible for all acts and omissions of Authorized End Users, and any act or omission by an Authorized End User which, if undertaken by You, would constitute a breach of this Agreement, shall be deemed a breach of this Agreement by You. You shall undertake reasonable efforts to make all Authorized End Users aware of the provisions of these Terms as applicable to such Authorized End User's use of the Services, and shall cause Authorized End Users to comply with such provisions. Aunt Bertha reserves the right to establish a maximum amount of storage and a maximum amount of data that You or Your Authorized Users may store within, or post, collect, or transmit on or through the Aunt Bertha API or Services.

Subject to these Terms, Aunt Bertha hereby grants to You a non-exclusive, non-transferable right and license to use the Documentation during the Subscription Term in connection with Your use of the Services as contemplated herein.

You agree that You will not, and will not permit any Authorized End Users to: (i) copy or duplicate any of the Materials in any form, regardless of technique (e.g., screen-scraping, downloading, printing or otherwise); (ii) decompile, disassemble, reverse engineer or otherwise attempt to obtain or perceive the source code from which any software component of any of the Materials is compiled or interpreted, or apply any other process or procedure to derive the source



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code of any software included in the Materials, or attempt to do any of the foregoing, and You acknowledge that nothing in these Terms will be construed to grant You any right to obtain or use such source code; (iii) modify, alter, tamper with or repair any of the Materials, or create any derivative product from any of the foregoing, or attempt to do any of the foregoing, except with Our prior written consent; (iv) interfere or attempt to interfere in any manner with the functionality or proper working of any of the Materials; (v) remove, obscure, or alter any notice of any intellectual property or proprietary right appearing on or contained within any of the Materials; (vi) use any Open Source Software in connection with any of the Materials in any manner that requires, pursuant to the license applicable to such Open Source Software, that any of the Materials be (a) disclosed or distributed in source code form, (b) made available free of charge to recipients, or (c) modifiable without restriction by recipients; (vii) assign, sublicense, sell, resell, lease, rent or otherwise transfer or convey, or pledge as security or otherwise encumber, Your rights granted hereunder; (viii) host, save, preserve, memorialize, aggregate, collect, compile, or otherwise retain or store any of the Materials (or any copy thereof); or (ix) use the Materials in any manner not expressly authorized by these Terms. You will ensure that Your use of any of the Materials complies with all applicable laws, statutes, regulations or rules and will not use any of the Materials in connection with any illegal activities.

In addition to Our cancellation rights, Aunt Bertha reserves the right, in Our reasonable discretion, to temporarily suspend Your access to and use of the Services: (i) during planned downtime for upgrades and maintenance to the Services (of which We will use commercially reasonable efforts to notify You in advance); (ii) during any unavailability caused by circumstances beyond Our reasonable control, such as, but not limited to, acts of God, acts of government, acts of terror or civil unrest, technical failures beyond our reasonable control (including, without limitation, inability to access the Internet), or acts undertaken by third parties; or (iii) if We suspect or detect any malicious software connected to Your Account or use of the Services by You or Your Authorized End Users.

We acknowledge that You retain all right, title and interest in and to Your Content. You grant to Us the right to use Your Content during the Subscription Term for purposes of making available the Services to You. Notwithstanding anything else in this Agreement or otherwise, Aunt Bertha may monitor Your use of the Services and use data and information related to such use, and Your Content in an aggregate and anonymous manner, including to compile statistical and

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performance information related to the provision and operation of the Site and Services (“*Aggregated Statistics*”). As between Aunt Bertha and You, all right, title and interest in the Aggregated Statistics and all intellectual property rights therein, belong to and are retained solely by Aunt Bertha. You acknowledge that Aunt Bertha will be compiling Aggregated Statistics based on Your Content input into the Services and You agree that Aunt Bertha may (a) make such Aggregated Statistics publicly available, and (b) use such information to the extent and in the manner required by applicable law or regulation and for purposes of data gathering, analysis, service enhancement and marketing, provided that such data and information does not identify You or Your Confidential Information.

## **6. MOBILE APPLICATIONS**

We make available Mobile Applications to access the Site via a mobile device. To use the Mobile Application You must have a mobile device that is compatible with the mobile service. We do not warrant that the Mobile Application will be compatible with Your mobile device. We hereby grant to You a non-exclusive, non-transferable, revocable license to use an object code copy of the Mobile Application for one registered account on one mobile device owned or leased solely by You, for Your personal use. You may not: (i) modify, disassemble, decompile or reverse engineer the Mobile Application, except to the extent that such restriction is expressly prohibited by law; (ii) rent, lease, loan, resell, sublicense, distribute or otherwise transfer the Mobile Application to any third-party or use the Mobile Application to provide time sharing or similar services for any third-party; (iii) make any copies of the Mobile Application; (iv) remove, circumvent, disable, damage or otherwise interfere with security-related features of the Mobile Application, features that prevent or restrict use or copying of any content accessible through the Mobile Application, or features that enforce limitations on use of the Mobile Application; or (v) delete the copyright and other proprietary rights notices on the Mobile Application. You acknowledge that We may from time to time issue upgraded versions of the Mobile Application, and may automatically electronically upgrade the version of the Mobile Application that You are using on Your mobile device. You consent to such automatic upgrading on Your mobile device, and agree that these Terms will apply to all such upgrades. The foregoing license grant is not a sale of the Mobile Application or any copy thereof, and We and Our third-party licensors or suppliers retain all right, title, and interest in

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and to the Mobile Application (and any copy of the Mobile Application). Standard carrier data charges may apply to Your use of the Mobile Application.

The following additional terms and conditions apply with respect to any Mobile Application that We provide to You designed for use on an Apple iOS-powered mobile device (an “iOS App”):

- You acknowledge that these Terms are between You and Us only, and not with Apple, Inc. (“Apple”).
- Your use of Our iOS App must comply with Apple’s then-current App Store Terms of Service.
- We, and not Apple, are solely responsible for Our iOS App and the Services and Content available thereon. You acknowledge that Apple has no obligation to provide maintenance and support services with respect to Our iOS App. To the maximum extent permitted by applicable law, Apple will have no warranty obligation whatsoever with respect to Our iOS App.
- You agree that We, and not Apple, are responsible for addressing any claims by You or any third-party relating to Our iOS App or Your possession and/or use of Our iOS App, including, but not limited to: (i) product liability claims; (ii) any claim that the iOS App fails to conform to any applicable legal or regulatory requirement; and (iii) claims arising under consumer protection or similar legislation, and all such claims are governed solely by these Terms and any law applicable to Us as provider of the iOS App.
- You agree that We, and not Apple, shall be responsible, to the extent required by these Terms, for the investigation, defense, settlement and discharge of any third-party intellectual property infringement claim related to Our iOS App or Your possession and use of Our iOS App.
- You represent and warrant that (i) You are not located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a “terrorist supporting” country; and (ii) You are not listed on any U.S. Government list of prohibited or restricted parties.
- You agree to comply with all applicable third-party terms of agreement when using Our iOS App (e.g., You must not be in violation of Your wireless data service terms of agreement when using the iOS App).
- The parties agree that Apple and Apple’s subsidiaries are third-party beneficiaries to these Terms as they relate to Your license of Our iOS App. Upon Your acceptance of these Terms, Apple will have the right (and will be deemed to have accepted the right) to enforce these Terms against You as they relate to Your license of the iOS App as a third-party beneficiary thereof.

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The following additional terms and conditions apply with respect to any Mobile Application that We provide to You designed for use on an Android-powered mobile device (an “Android App”):

- You acknowledge that these Terms are between You and Us only, and not with Google, Inc. (“Google”).
- Your use of Our Android App must comply with Google’s then-current Android Market Terms of Service.
- Google is only a provider of the Android Market where You obtained the Android App. We, and not Google, are solely responsible for Our Android App and the Services and Content available thereon. Google has no obligation or liability to You with respect to Our Android App or these Terms.
- You acknowledge and agree that Google is a third-party beneficiary to the Terms as they relate to Our Android App.

**7. FEES AND PAYMENT TERMS**

If You choose to subscribe to Services, You agree to pay all applicable fees (“Fees”) related to Your use of this Site and Our Services which are described fully on Your Order Form. We may suspend or terminate Your account and/or access to Our Services and this Site if Your payment is late and/or Your offered payment method (e.g., credit card or PayPal account) cannot be processed. By providing a payment method, You expressly authorize Us to charge the applicable fees on said payment method as well as taxes and other charges incurred thereto at regular intervals, all of which depend on Your particular membership and utilized services.

We understand that You might cancel Your account, but please know that We will not provide any refund(s) and You will be responsible for paying any balance due on the account. To make things less complicated, You agree that We may charge any unpaid fees to Your provided payment method and/or send You a bill for such unpaid fees.

**8. CANCELLATION OR TERMINATION OF SUBSCRIPTION**

The Subscription Term shall automatically renew for consecutive periods of time equal to the initial Subscription Term unless cancelled by You prior to the end of the then-current Subscription Term. The pricing during any automatic renewal term shall be the same as that

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during the immediately prior Subscription Term unless We have given You written notice, of which email is acceptable, of a pricing increase at least thirty (30) days before the end of such prior term, in which case the pricing increase shall be effective upon renewal and thereafter; provided however that no such pricing increase shall occur until after expiration of the then current Subscription Term.

You may cancel your subscription at any time by emailing us at support@auntbertha.com. You agree and acknowledge that upon cancellation, (1) Aunt Bertha may immediately suspend Your account; and (2) Fees will not continue to accrue, but You will not receive any refunds of Fees already paid. Aunt Bertha reserves the right to delete all Your Content and any other data in the normal course of operation.

Aunt Bertha reserves the right to modify, suspend or terminate the Services (or any part thereof), Your account and/or Your right to access and use the Site or Services, and remove, disable and discard any of Your Content if we believe that You or Your Authorized End Users have violated these Terms. Unless legally prohibited from doing so, We will use commercially reasonable efforts to contact You directly via email to notify You when taking any of the foregoing actions. Aunt Bertha shall not be liable to You, Your Authorized End Users or any other third party for any such modification, suspension or discontinuation of Your rights to access and use the Services.

## **9. ELECTRONIC COMMUNICATIONS**

By using the Site and/or the Services provided on or through the Site, You consent to receiving electronic communications from Us. These electronic communications may include notices about applicable fees and charges, transactional information and other information concerning or related to the Site and/or Services provided on or through the Site. These electronic communications are part of Your relationship with Us. You agree that any notices, agreements, disclosures or other communications that We send You electronically will satisfy any legal communication requirements, including that such communications be in writing.

## **10. PRIVACY POLICY, SECURITY, AND CONFIDENTIALITY**

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We respect the information that You provide to Us, and want to be sure You fully understand exactly how We use that information. So, please review Our Privacy Policy ("Privacy Policy"), available at <http://about.auntbertha.com/privacy>, which explains everything.

You are responsible for maintaining the confidentiality of Your account passwords, and You are responsible for all activities that occur using your account passwords. You agree not to share Your account passwords, let others access or use Your account or do anything else that might jeopardize the security of Your account passwords. You agree to notify Aunt Bertha if Your account passwords are lost, stolen, if You are aware of any unauthorized use of Your account passwords on this Site or if You know of any other breach of security in relation to this Site.

You and Aunt Bertha agree as follows with respect to Confidential Information: (i) to use Confidential Information disclosed by the other party only for the purposes described herein; (ii) to not reproduce Confidential Information of the other party, and to hold in confidence and protect such Confidential Information from dissemination to, and use by, any third party; (iii) to not create any derivative work from the Confidential Information of the other party; (iv) to restrict access to the Confidential Information of the other party to its personnel, agents, and/or consultants, who have a need to have access and who have been advised of and have agreed in writing to treat such Confidential Information in accordance with these Terms; and (v) to return or destroy all Confidential Information disclosed by the other party that is in its possession upon termination or expiration of the Subscription Term. Notwithstanding the foregoing, the obligations contained in this paragraph will not apply to Confidential Information that (i) is publicly available or in the public domain at the time disclosed; (ii) is or becomes publicly available or enters the public domain through no fault of the recipient; (iii) is rightfully communicated to the recipient by persons not bound by confidentiality obligations with respect thereto; (iv) is already in the recipient's possession free of any confidentiality obligations with respect thereto at the time of disclosure; (v) is independently developed by the recipient; or (vi) is approved for release or disclosure by the disclosing party without restriction. Notwithstanding the foregoing, each party may disclose Confidential Information to the limited extent required (x) in order to comply with the order of a court or other governmental body, or as otherwise necessary to comply with applicable law, provided that the party making the disclosure pursuant to the order shall first have given written notice to the other party and made a reasonable effort to

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obtain a protective order; or (y) to establish a party's rights under these Terms, including to make such court filings as it may be required to do.

## **11. LINKS TO THIRD-PARTY SITES**

We think links are convenient, and We sometimes provide links on his Site to third-party Sites. If You use these links, You will leave this Site. We are not obligated to review any third-party Sites that You link to from this Site, We do not control any of the third-party Sites, and We are not responsible for any of the third-party Sites (or the products, services, or content available through any of them). Thus, We do not endorse or make any representations about such third-party Sites, any information, software, products, services, or materials found there or any results that may be obtained from using them. If You decide to access any of the third-party Sites linked to from this Site, You do this entirely at Your own risk and You must follow the privacy policies and terms and conditions for those third-party Sites. Certain areas of this Site may allow You to interact and/or conduct transactions with one or more third-party Sites, and, if applicable, allow you to configure your privacy settings in that third-party Site account to permit Your activities on this Site to be shared with Your contacts in your third-party site account.

## **12. UNAUTHORIZED ACTIVITIES**

To be clear, We authorize Your use of this Site only for Permitted Purposes. Any other use of this Site beyond the Permitted Purposes is prohibited and, therefore, constitutes unauthorized use of this Site. This is because as between You and Us, all rights in this Site remain Our property.

Unauthorized use of this Site may result in violation of various United States and international copyright laws. Because We prefer keeping this relationship drama-free, We want to give You examples of things to avoid. So, unless You have written permission from Us stating otherwise, You are not authorized to use this Site in any of the following ways (these are examples only and the list below is not a complete list of everything that You are not permitted to do):

- For any public or commercial purpose which includes use of this Site on another site or through a networked computer environment;

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- In a manner that modifies, publicly displays, publicly performs, reproduces or distributes any of this Site;
- In a manner that violates any local, state, national, foreign, or international statute, regulation, rule, order, treaty, or other law;
- To stalk, harass, or harm another individual;
- To impersonate any person or entity or otherwise misrepresent Your affiliation with a person or entity;
- To interfere with or disrupt this Site or servers or networks connected to this Site;
- To use any data mining, robots, or similar data gathering or extraction methods in connection with this Site; or
- To Attempt to gain unauthorized access to any portion of this Site or any other accounts, computer systems, or networks connected to this Site, whether through hacking, password mining, or any other means.

You also agree and understand that as pertaining those sections of the Site that may allow you to publicly post comments or content, You as the author are entirely responsible for the content of, and any harm resulting from, any public content posted or uploaded by you. That is the case regardless of whether Your Content in question constitutes text, graphics, audio files, information, or computer software. By making Your Content publicly available, you represent and warrant that:

- The posting, downloading, copying and use of Your Content will not infringe the proprietary rights, including but not limited to the copyright, patent, trademark or trade secret rights, of any third party;
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- Your Content does not contain threats or incite violence towards individuals or entities, and does not violate the privacy or publicity rights of any third party;



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- Your Content is not getting advertised via unwanted electronic messages such as spam links on newsgroups, email lists, other blogs and web sites, and similar unsolicited promotional methods;
- Your Content is not named in a manner that misleads your readers into thinking that you are another person or company;
- Your Content does not include racially, ethnically, obscene, sexually explicit or otherwise offensive language or use the Website to discuss, incite illegal activity or promote hatred against individuals or groups based on race, ethnic origin, religion, disability, gender, age, veteran status, sexual orientation, or gender identity.

### **13. PROPRIETARY RIGHTS**

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## **14. INTELLECTUAL PROPERTY INFRINGEMENT**

We respect the intellectual property rights of others and encourage You to do the same. Accordingly, We have a policy of removing content that violates intellectual property rights of others, suspending access to this Site (or any portion thereof) to any user who uses this Site in violation of someone's intellectual property rights, and/or terminating in appropriate circumstances the account of any user who uses the this Site in violation of someone's intellectual property rights.

Pursuant to Title 17 of the United States Code, Section 512, We have implemented procedures for receiving written notification of claimed copyright infringement and for processing such claims in accordance with such law. If You believe Your copyright or other intellectual property right is being infringed by a user of this Site, please provide written notice to Our Agent for notice of claims of infringement:

*DLA Piper*  
*401 Congress Avenue #2500*  
*Austin, TX 78701*

To be sure the matter is handled immediately, Your written notice must:

- Contain Your physical or electronic signature;
- Identify the copyrighted work or other intellectual property alleged to have been infringed;
- Identify the allegedly infringing material in a sufficiently precise manner to allow Us to locate that material;
- Contain adequate information by which We can contact You (including postal address, telephone number, and e-mail address);
- Contain a statement that You have a good faith belief that use of the copyrighted material or other intellectual property is not authorized by the owner, the owner's agent or the law;
- Contain a statement that the information in the written notice is accurate; and
- Contain statement, under penalty of perjury, that You are authorized to act on behalf of the copyright or other intellectual property right owner.

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Unless the notice pertains to copyright or other intellectual property infringement, the Agent will be unable to address the listed concern.

**Submitting a DMCA Counter-Notification**

We will notify You that We have removed or disabled access to copyright-protected material that You provided, if such removal is pursuant to a validly received DMCA take-down notice. In response, You may provide Our Agent with a written counter-notification that includes the following information:

1. Your physical or electronic signature;
2. Identification of the material that has been removed or to which access has been disabled, and the location at which the material appeared before it was removed or access to it was disabled;
3. A statement from You under the penalty of perjury, that You have a good faith belief that the material was removed or disabled as a result of a mistake or misidentification of the material to be removed or disabled; and
4. Your name, physical address and telephone number, and a statement that You consent to the jurisdiction of a court for the judicial district in which Your physical address is located, or if Your physical address is outside of the United States, for any judicial district in which We may be located, and that You will accept service of process from the person who provided notification of allegedly infringing material or an agent of such person.

**Termination of Repeat Infringers**

We reserve the right, in Our sole discretion, to terminate the account or access of any user of this Site or Service who is the subject of repeated DMCA or other infringement notifications.

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**15. INDEMNITY**

You agree to hire attorneys to defend Us against any claims by third parties related to or in connection with: (i) Your negligence or willful misconduct; (ii) Your or Your Authorized End Users' violation of these Terms; (iii) Your and Your Authorized End Users' use of the Site or Services; or (iv) any products or services offered or otherwise provided by You. You also agree to pay any damages that We may end up having to pay as a result of Your violation. You alone are responsible for any violation of these Terms by You or Your Authorized End Users. We reserve the right to assume the exclusive defense and control of any matter otherwise subject to indemnification by You and, in such case, You agree to cooperate with Our defense of such claim.

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**19. GENERAL**

We think direct communication resolves most issues – if We feel that You are not complying with these Terms, We will tell You. We will even provide You with recommended necessary corrective action(s) because We value this relationship. However, certain violations of these Terms, as determined by Us, may require immediate termination of Your access to this Site without prior notice to You.

Texas state law and applicable U.S. federal law, without regard to the choice or conflicts of law provisions, will govern these Terms. Foreign laws do not apply. Any disputes relating to these Terms or this Site will be heard in the courts located in Travis County, Texas. If any of these Terms are deemed inconsistent with applicable law, then such term(s) shall be interpreted to reflect the intentions of the parties, and no other terms will be modified. By choosing not to enforce any of these Terms, We are not waiving Our rights. These Terms are the entire agreement between You and Us and, therefore, supersede all prior or contemporaneous negotiations, discussions or agreements between Everyone about this Site. The proprietary rights, disclaimer of warranties, representations made by You, indemnities, limitations of liability and general provisions shall survive any termination of these Terms.

**20. CONTACT US**

If You have any questions about these Terms or otherwise need to contact Us for any reason, You can reach Us at [support@auntbertha.com](mailto:support@auntbertha.com).