

CommunityWFM PASS THRU END USER SOFTWARE-AS-A-SERVICE (“SAAS”) AGREEMENT

WORKFORCE MANAGEMENT SOFTWARE GROUP (“COMMUNITYWFM”) IS WILLING TO PROVIDE THE SAAS ACCESS RIGHTS IN ACCORDANCE WITH AND SUBJECT TO END USER’S ACCEPTANCE OF THE TERMS AND CONDITIONS OF THIS SAAS AGREEMENT (“AGREEMENT”). SUBJECT TO YOUR COMPLIANCE WITH THE TERMS AND CONDITIONS OF THIS AGREEMENT, THE SAAS ACCESS RIGHTS TO THE SAAS SERVICES SPECIFIED IN THE ORDER SUBMITTED BY RESELLER ON CUSTOMER’S BEHALF AND ACCEPTED BY COMMUNITYWFM (“ORDER”) TO WHICH THIS AGREEMENT IS INCORPORATED SHALL BE PROVIDED DURING THE APPLICABLE ACCESS TERM. IF YOU ARE ENTERING INTO THIS AGREEMENT ON BEHALF OF AN ORGANIZATION, ALL REFERENCES TO “YOU” OR “YOUR” IN THIS AGREEMENT SHALL MEAN COLLECTIVELY THE ORGANIZATION AND THE END USER OF THE SAAS SERVICES. ALL REFERENCES TO “CUSTOMER”, “YOU” AND “YOUR” IN THIS AGREEMENT SHALL MEAN FOR ALL PURPOSES THE COMPANY IDENTIFIED IN THE ORDER. IF YOU DO NOT AGREE WITH THIS END USER SOFTWARE LICENSE, YOU MUST IMMEDIATELY NOTIFY BOTH THE RESELLER AND COMMUNITYWFM THAT YOU DO NOT AGREE WITH THESE TERMS AND CONDITIONS AND SUCH ACCESS TO THE SOFTWARE SHALL NOT BE GRANTED TO THE END USER.

1.0 DEFINITIONS.

The following capitalized terms shall have the meaning ascribed to them below:

Access Term. The term, as further described in [Section 3](#) below, for which COMMUNITYWFM has contractually agreed to provide you with access to the SaaS Services in accordance with the Order.

Confidential Information. Any non-public information, technical data, or know-how, including, without limitation, that which relates to: (i) research, product plans, products, pricing, services, customers, personnel, markets, software, software code, software documentation, developments, inventions, lists, trade secrets, data compilations, processes, designs, drawings, engineering, hardware configuration information, marketing or finances, which is designated in writing to be confidential or proprietary at the time of disclosure if provided in tangible form, or if provided in non-tangible form, shall be identified by the disclosing party at the time of disclosure as confidential or proprietary, (ii) with respect to COMMUNITYWFM, information concerning the SaaS Services, On-Premise Components, Hosted Environment, and Documentation provided hereunder and/or materials resulting from services, and any derivatives thereto, and the terms and conditions of this Agreement, and (iii) with respect to you, any Customer Data. Notwithstanding the foregoing, Confidential Information does not include information, technical data or know-how that is: (a) in the public domain or becomes available to the public and not as a result of the act or omission of the receiving party; (b) without restriction on disclosure, rightfully obtained by the receiving party from a third party; (c) without restriction on disclosure, lawfully in the possession of the receiving party at the time of disclosure; or (d) approved for release by written authorization of the disclosing party.

Customer Data. All data either provided by you or entered on its behalf through use of the SaaS Services, or generated by the SaaS Services on behalf of you.

Data Subject. An individual who uses the SaaS Services and/or about which information is collected or generated as a part of the SaaS Services.

Designated Employees. A reasonable number of Customer Personnel (including Customer’s system administrator), who have received training from COMMUNITYWFM. Designated Employees may be changed by notice to COMMUNITYWFM.

Documentation. COMMUNITYWFM’s documentation describing the specifications and use of the SaaS Services.

Error. A failure of the SaaS Service to substantially conform to the Documentation, that COMMUNITYWFM can replicate or you can duplicate.

Customer Environment. The computing environment separately procured, prepared and maintained by you for the access and use of the SaaS Services, where such computing environment meets COMMUNITYWFM’s then-current minimum requirements.

Error Correction. Revisions, modifications, alterations, and additions to the SaaS Services, installed by COMMUNITYWFM in the Hosted Environment as bug fixes or workarounds to resolve Errors.

Hosted Environment. COMMUNITYWFM’s third party hosted infrastructure environment required to operate and provide access to the relevant Software as-a-Service.

Intellectual Property Rights. Any and all tangible and intangible rights, title and interest in and to: (i) works of authorship, including but not limited to copyrights, neighboring rights, moral rights, and mask works, and all derivative works thereof, (ii) trademarks and trade names, (iii) Confidential Information, trade secrets and know-how, (iv) patents, designs, algorithms and other industrial property, (v) all other intellectual and industrial property rights whether arising by operation of law, contract, license, or otherwise, and (vi) all registrations, initial applications, renewals, extensions, continuations, divisions or reissues thereof now or hereafter in force.

On-Premise Components. Those portions of the COMMUNITYWFM provided software which must be installed at Customer’s site, if any.

Professional Services. Consulting, training, installation and maintenance of On-Premise Components, and/or other services provided to Customer hereunder.

Personnel. With respect to you, each of your employees or independent contractors (not a competitor of COMMUNITYWFM) under obligations of confidentiality and nondisclosure which you authorize to use the SaaS Services purchased and/or the SaaS Access Rights procured hereunder; with respect to COMMUNITYWFM, each COMMUNITYWFM employee or subcontractor under obligations of confidentiality and nondisclosure which performs on behalf of COMMUNITYWFM hereunder.

Privacy Laws. Laws, as applicable to personal data, concerning the regulation of the collection, processing, data security, and trans-border data flows, use of web-site cookies, email communications, use of IP addresses and meta-data collection.

SaaS Services. The online services offered by COMMUNITYWFM as more fully described in the Documentation, and all SaaS Access Rights, each as specified on an Order.

SaaS Access Fees. In US dollars, the fees due to COMMUNITYWFM, as further specified in the Order, for use of the SaaS Services to the extent of the SaaS Access Rights.

SaaS Access Rights. The type and quantity of SaaS access rights granted to Customer for use during the applicable Access Term

Scheduled Downtime. Any downtime scheduled to perform system maintenance, backup and upgrade functions for the Hosted Environment. COMMUNITYWFM will provide Customer with a minimum of seven (7) days advance notice of Scheduled Downtime.

Service Levels. The service level commitments from COMMUNITYWFM with respect to the maintenance and support of the Hosted Environment and SaaS Services.

Total Time. The total number of minutes in the applicable month.

Updates. Periodic improvements or additions to the SaaS Services, including Error Corrections and other changes to the SaaS Services, that may be provided hereunder, but excluding any new feature or substantial additional functionality available for the SaaS Service, which, in COMMUNITYWFM's sole discretion, is subject to additional fees.

COMMUNITYWFM Intellectual Property. All Intellectual Property Rights in the SaaS Services, Documentation, Hosted Environment, On-Premise Components, and all other Confidential Information provided by COMMUNITYWFM hereunder.

2.0 ACCESS RIGHTS. During the Access Term, and solely for your internal business use, COMMUNITYWFM grants to you a temporary non-exclusive, non-transferable, non-assignable, personal right to use the SaaS Services specified in the Order through internet access, up to the extent of the SaaS Access Rights specified in the Order. With regards to the On-Premise Components and related Documentation, COMMUNITYWFM grants to you, and you accept, a nonexclusive, nonassignable, and nontransferable limited license during the Access Term, to use the On-Premise Components and related Documentation solely in conjunction with the SaaS Services for Customer's internal business purposes, and subject to the terms and conditions of this Agreement. With respect to the Documentation, you may make a reasonable number of copies of the Documentation applicable to the SaaS Services solely as reasonably needed for your internal business use in accordance with the express use rights specified herein. You acknowledge and agree that the use rights provided hereunder do not grant any rights not explicitly expressed. All other such rights and interests in COMMUNITYWFM Intellectual Property (including any derivatives thereto) are expressly reserved, owned by and remain vested in COMMUNITYWFM and its third party vendors, and except for the limited use rights granted hereunder, you shall not assert any right, title, or interest in or to any COMMUNITYWFM Intellectual Property, or portion thereof. Without limiting the foregoing, you acknowledge and agree that no rights or any other interests are provided to you with respect to: **(i)** rights in or to the Hosted Environment or SaaS Services beyond those rights specified in the Order, **(ii)** rights to provide access to or use of the Hosted Environment, SaaS Services and On-Premise Components to any other party, including, without limitation, any uses in the nature of a service bureau or application services provider, **(iii)** rights to obtain possession of copies of any component of the Hosted Environment or any software used to provide or perform the SaaS Services, except with respect to On-Premise Component(s) and then only as expressly provided for in this Section, or **(iv)** representations, warranties or other third party beneficiary rights from any COMMUNITYWFM third party vendor.

3.0 ACCESS TERM. The initial Access Term shall be twenty-four (24) months. An Access Term shall commence on the first day of the month following receipt by the Reseller of the Activation Notice, sent by the Supplier, for the End User. The term shall automatically renew for successive twelve (12) month terms unless either party provides the other with no less than sixty (60) days prior written notice of its intent to not renew.

4.0 COMMUNITYWFM RESPONSIBILITIES.

4.1 Support. As part of the SaaS Services, during any Access Term and subject to payment of all fees, COMMUNITYWFM shall, either directly, or through its applicable third party vendor(s), provide support for the Hosted Environment and SaaS Services in accordance with the terms and conditions of this Section.

- 4.2 Support and Updates.** In addition to establishing and maintaining the Software within the Hosted Environment, COMMUNITYWFM shall maintain the components of the Hosted Environment with all current Updates that COMMUNITYWFM deems necessary for the SaaS Services. COMMUNITYWFM shall use commercially reasonable efforts to implement any required Error Corrections. Customer Designated Employees shall have access to COMMUNITYWFM technical support personnel through COMMUNITYWFM's standard telephone, email and/or web support services during the support hours applicable to the specific SaaS Services subscribed to by Customer.
- 4.3 Uptime.** COMMUNITYWFM will use commercially reasonable efforts to ensure that the third-party Hosted Environment will be available 24 hours per day, 7 days per week, excluding any Scheduled Downtime events. Specifically excluded are voluntary down periods initiated by subscriber; down periods due to force majeure events; or other events that are not under COMMUNITYWFM's control; internet unavailability; issues associated with subscriber provided hardware, software, and other equipment not provided by COMMUNITYWFM or third party hosting service provider; downtime resulting from misuse by users and/or illegal third party activity (network intrusion attempts and virus attacks). This Uptime does not apply to third party products.
- 4.4 Customer Data.** COMMUNITYWFM acknowledges it receives no ownership or, except to the extent specified herein, other rights in any Customer Data, and all rights, title and interest in such Customer Data remain with you. COMMUNITYWFM shall not, and shall not permit its third party vendor(s) to disclose Customer Data to any third party, or make any use of the Customer Data, unless authorized by you or COMMUNITYWFM is required to do so by law or court order. You agree that COMMUNITYWFM may: **(a)** use and disclose Customer Data in aggregate and anonymous form, and/or **(b)** use Customer Data for COMMUNITYWFM's internal business purposes, including without limitation, improving and/or creating enhancements to or new offerings related to the SaaS Services, and for purposes of planning, support, administration and invoicing related to your use of the SaaS Services.. You agree that you are solely responsible for: **(x)** obtaining any Customer Data and other information you provide while using the SaaS Services, **(y)** obtaining all rights and requisite consents necessary to collect and use the Customer Data, and **(z)** the accuracy, completeness, quality, integrity, legality, reliability, appropriateness and copyright of all Customer Data. By providing any Customer Data or other information, you agree that you will not, and you represent and warrant that such information does not **(i)** violate any intellectual property rights, publicity rights, confidentiality or trade secret rights, or any other legal or equitable rights; **(ii)** violate any law, rule, order, judgment or regulation to which you or the Customer Data may be subject; and **(iii)** violate in any way your obligations in [Section 5.2](#) below. You acknowledge and agree that COMMUNITYWFM is not responsible or liable for any unlawful, harassing, defamatory, privacy invasive, abusive, threatening, offensive, harmful, vulgar, obscene, tortuous, hateful, racially, ethnically or otherwise objectionable information, or content, or information or content that infringes or may infringe any copyright, patent, moral right, trade secret, confidential information, trademark right or any other right of a third party. COMMUNITYWFM may remove any violating content posted on the SaaS Services or transmitted through the SaaS Services, without notice to you.

5.0 CUSTOMER RESPONSIBILITIES.

5.1 Passwords.

All access codes and passwords are personal to the individual to which it is issued. You and your Personnel are responsible for maintaining the confidentiality and security of all access codes and passwords issued, and ensuring that each access code and password is only used by the individual authorized. To the extent COMMUNITYWFM assigned you with administrative rights to create access codes and passwords for your Personnel, you shall be responsible for issuing such passwords.

5.2 Use of SaaS Services.

Customer shall be solely responsible for the actions of its Personnel while using the SaaS Services and the contents of its transmissions through the SaaS Services (including, without limitation, Customer Data), and any resulting charges. Customer agrees: **(i)** to abide by all local, state, national, and international laws and regulations applicable to Customer's use of the SaaS Services, including without limitation all laws and administrative regulations (including, all U.S. and applicable foreign) relating to the control of exports of commodities and technical and/or personal data, and shall not allow any of its Personnel or Data Subjects to access or use the SaaS Service in violation of any export embargo, prohibition or restriction, including but not limited to any party on a U.S. government restricted party list; **(ii)** not to upload or distribute in any way files that contain viruses, corrupted files, or any other similar software or programs that may damage the operation of the Hosted Environment, SaaS Services or another's computer; **(iii)** not to use the SaaS Services for illegal purposes; **(iv)** not to interfere or disrupt networks connected to the Hosted Environment or SaaS Services; **(v)** not to post, promote or transmit through the SaaS Services any unlawful, harassing, defamatory, privacy invasive, abusive, threatening, offensive, harmful, vulgar, obscene, tortuous, hateful, racially, ethnically or otherwise objectionable information or content of any kind or nature; **(vi)** not to transmit or post any material that encourages conduct that could constitute a criminal

offense or give rise to civil liability; (vii) not to interfere with another customer's use and enjoyment of the SaaS Services or another entity's use and enjoyment of similar services; (viii) not to engage in contests, chain letters or post or transmit "junk mail," "spam," "chain letters," or unsolicited mass distribution of email through or in any way using the SaaS Services; (ix) to comply with all regulations, policies and procedures of networks through which Customer connects to, or uses in connection with the SaaS Services; and (x) to provide any required notifications to Data Subjects, and obtain all rights and requisite consents from Data Subjects in accordance with all applicable data privacy and other laws in relation to the collection, use, disclosure, creation and processing of personal data, and in connection with this Agreement and the use of the SaaS Services.

5.3 SaaS Services Restrictions.

Except as otherwise specified in this Agreement, expressly permitted in writing by COMMUNITYWFM, or otherwise cannot be precluded under mandatory applicable law, you shall not, and shall not permit any other party to:

- a. Disassemble, decompile, decrypt, or reverse engineer, or in any way attempt to discover or reproduce source code for, any part of the SaaS Services or On-Premise Components; adapt, modify, or prepare derivative works based on any of the COMMUNITYWFM Intellectual Property; or use any of the COMMUNITYWFM Intellectual Property to create any computer program or other material that performs, replicates, or utilizes the same or substantially similar functions as the SaaS Services;
- b. Alter, remove, or suppress any copyright, confidentiality, or other proprietary notices, marks or any legends placed on, embedded or otherwise appearing in or on any COMMUNITYWFM Intellectual Property; or fail to ensure that all such notices and legends appear on all full or partial copies of COMMUNITYWFM Intellectual Property or any related material;
- c. Sell, sublicense, lease, assign, delegate, transfer, distribute, encumber or otherwise transform any COMMUNITYWFM Intellectual Property or any of the rights or obligations granted to or imposed on you hereunder.

5.4 Customer Environment.

You are responsible for the establishment of the Customer Environment necessary for your use of the SaaS Services. Additionally, you acknowledge and agree that COMMUNITYWFM is not responsible for obtaining, licensing or selling any hardware, peripherals or third-party software or interfaces needed to prepare or maintain the Customer Environment.

5.5 Privacy Policies and Data Protection Notices.

Customer shall adopt, publish and comply with Customer's privacy policy and ensure that such privacy policy is compliant with the Privacy Laws applicable to the Customer's use of the SaaS Services and how Customer collects, uses and discloses personal data to third parties, such as COMMUNITYWFM (though, for the avoidance of doubt, COMMUNITYWFM need not be specifically named in Customer's policy(ies)). Customer's privacy policy must be sufficient to inform a Data Subject of the information collected by COMMUNITYWFM on Customer's behalf during use of the SaaS Services and Customer warrants and represents that COMMUNITYWFM has the right to collect and process personal data on its behalf in order to permit COMMUNITYWFM to provide the SaaS Services and that such collection and processing shall not violate the rights of Data Subjects or the Privacy Laws.

5.6 Indemnity.

Customer, at your sole expense, shall defend, indemnify and hold harmless COMMUNITYWFM from any action based upon a claim resulting from any breach of Sections 4 or 5 by you, your affiliates, and/or Personnel of either, and shall reimburse COMMUNITYWFM for all damages, costs, and expenses (including reasonable attorneys' fees) awarded against COMMUNITYWFM pursuant to any such actions.

6.0 PROFESSIONAL SERVICES. You may order Professional Services from COMMUNITYWFM or its authorized reseller or integrator by submitting a request for such services referencing this Agreement. Any such services provided hereunder are subject to (i) your performance of any obligations herein, and (ii) the terms of a mutually agreeable implementation plan (Statement of Work). With respect to any access to the Hosted Environment, use of the SaaS Services requiring integration and other services by and between Customer's systems and the Hosted Environment, and configuration of the SaaS Services for Customer's specific use, COMMUNITYWFM agrees to perform those services to the extent specified on an Order. You must provide all necessary information, access, workspace, computing resources, and other services and support materials as reasonably required by COMMUNITYWFM to perform its duties in a timely manner. All services provided on a time and material basis are per person unless otherwise specified, and charged hourly or daily as indicated for each person. Services scheduling is dependent upon the allocation and availability of COMMUNITYWFM resources. In the event you reschedule or cancel scheduled services, COMMUNITYWFM may, to the extent COMMUNITYWFM cannot reschedule its applicable resources, charge you a rescheduling or cancellation fee.

7.0 WARRANTY.

7.1 Limited Performance Warranty. COMMUNITYWFM warrants to you that during any Access Term, the SaaS Services will be accessible by you, and the SaaS Services will perform substantially in accordance with the Documentation. Your exclusive remedy under this Section 7.1 shall be for COMMUNITYWFM to use commercially reasonable efforts to correct any Errors; provided, in the event COMMUNITYWFM is unable to correct that nonconformity, you shall have the right to terminate the remaining Access Term and receive a pro rata refund of any remaining prepaid SaaS Access Fees applicable to those SaaS Services NOT TO EXCEED THE FEES COLLECTED WITHIN THE LAST THREE (3) MONTHS.

7.2 Warranty Disclaimer. EXCEPT AS EXPRESSLY SET FORTH IN SECTION 8.1, COMMUNITYWFM MAKES NO WARRANTY AND DISCLAIMS ALL OTHER WARRANTIES, REPRESENTATIONS, OR CONDITIONS, WRITTEN OR ORAL, OR EXPRESS, IMPLIED, OR STATUTORY, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, INTEROPERABILITY, DATA ACCURACY, OR FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO ANY PRODUCT, SERVICES, SUPPORT, OR ANY COMPONENTS THEREOF. WITHOUT LIMITING THE FOREGOING, COMMUNITYWFM DOES NOT WARRANT THAT ALL ERRORS CAN BE CORRECTED, OR THAT OPERATION OF THE SAAS SERVICES SHALL BE UNINTERRUPTED OR ERROR-FREE.

8.0 PAYMENT. All Orders placed hereunder are subject to COMMUNITYWFM's acceptance of that Order. Prior to accepting an Order, COMMUNITYWFM shall have the right to perform any credit and other checks required by COMMUNITYWFM. For any Orders placed directly by you, COMMUNITYWFM shall invoice you one hundred percent (100%) of the SaaS Access Fee for the initial Access Term, and 50 % of the any fixed fee Professional Services, and fixed, prepaid travel expenses of \$5,100 for training sessions within the continental US, travel outside of that shall be quoted on a client by client basis, applicable to such, balance due for remaining Professional Services upon the completion of the four day training session and receipt of Activation Notice upon COMMUNITYWFM's receipt and acceptance of the Order. For any month in which you exceed the licensed usage you subscribed to for that month ("Overage"), the fees due for such Overage shall be calculated with a twenty-five percent (25%) uplift. COMMUNITYWFM shall invoice you quarterly in arrears for any Overage. For any add-on SaaS Services subscription Orders, COMMUNITYWFM shall invoice you the pro rata amount for the remainder of the then current SaaS Services Access Term to co-terminate each of your SaaS Services subscription terms. COMMUNITYWFM may invoice you for each renewal Access Term prior to such renewal, and all other fees, assessments and expenses provided for under this Agreement as performed and/or incurred. All payments shall be due within thirty (30) days after the applicable invoice date, without deduction. You are responsible for all taxes, duties and tariffs of any kind (except with respect to COMMUNITYWFM's income), and all costs of shipment. All shipments are made ExWorks (Incoterms 2010). You agree to pay COMMUNITYWFM all costs of collection resulting from your failure to pay any amounts due COMMUNITYWFM hereunder. COMMUNITYWFM shall have the right to withhold performance under this Agreement (i) to the extent it has knowledge that any governmental approvals required under then-current applicable laws and/or regulations have not been properly obtained by the respective party(ies), or (ii) if you are in delinquent on any payments or are otherwise in breach of this Agreement.

9.0 LIMITATION AND CAP ON LIABILITY. COMMUNITYWFM'S MAXIMUM LIABILITY ARISING OUT OF OR IN ANY WAY CONNECTED TO THIS AGREEMENT SHALL BE IN THE AGGREGATE AND LIMITED TO CUSTOMER'S DIRECT ACTUAL DAMAGES NOT TO EXCEED THE ACTUAL FEES PAID TO COMMUNITYWFM HEREUNDER FOR THE NONCONFORMING SAAS SERVICE, REDUCED BY ANY AMOUNT DUE COMMUNITYWFM. IN NO EVENT SHALL COMMUNITYWFM, ANY PARENT, SUBSIDIARY, AFFILIATE OR LICENSOR, OR ANY OF THEIR OFFICERS, DIRECTORS, EMPLOYEES, SHAREHOLDERS, OR REPRESENTATIVES, BE LIABLE (I) TO ANY THIRD PARTY FOR DAMAGES OF ANY KIND OR NATURE OR IN ANY MANNER WHATSOEVER, OR (II) TO CUSTOMER FOR ANY CONSEQUENTIAL, INDIRECT, EXEMPLARY, INCIDENTAL, OR SPECIAL DAMAGES OR COSTS (INCLUDING ATTORNEYS' FEES OR LOST PROFITS, TIME, SAVINGS, PROPERTY, DATA OR GOODWILL) REGARDING THIS AGREEMENT OR RESULTING FROM OR IN CONNECTION WITH THE USE, MISUSE, OR INABILITY TO USE THE SAAS SERVICES, OR ANY OTHER PRODUCTS OR SERVICES, REGARDLESS OF THE CAUSE OF ACTION, EVEN IF COMMUNITYWFM HAS BEEN ADVISED OF THE POSSIBILITY THEREOF. WITHOUT LIMITING THE FOREGOING, IN NO EVENT SHALL COMMUNITYWFM BE LIABLE FOR PROCUREMENT COSTS OF SUBSTITUTE PRODUCTS OR SERVICES. THIS SECTION 9.0 SHALL SURVIVE AND CONTINUE IN FULL FORCE AND EFFECT DESPITE ANY FAILURE OF ESSENTIAL PURPOSE, CONSIDERATION, OR OF AN EXCLUSIVE REMEDY.

10.0 CONFIDENTIALITY. The unauthorized disclosure or use of Confidential Information of a disclosing party or of a disclosing party's third party licensors, and all information and services related thereto, would cause great injury and harm to the owner thereof. Therefore, each party agrees to take all appropriate action to ensure the confidentiality and security of the other party's Confidential Information, but in any event no less than the same standard of care it uses to protect its own Confidential Information of like kind and value. Without limiting the generality of the foregoing, you and COMMUNITYWFM each agree that it: (i) shall maintain the other's Confidential Information in the strictest confidence, including compliance with reasonable remote access security requirements; (ii) shall not disclose, display, publish, transmit, or otherwise make available such Confidential Information or take the benefit thereof, in

whole or in part, except in confidence to its own Personnel on a need-to-know basis; and (iii) except as expressly permitted hereunder, shall not copy, duplicate, replicate, transform, or reproduce such Confidential Information. Notwithstanding anything to the contrary in this Section, neither party shall be liable to the other for damages resulting from disclosure of any Confidential Information required by law, regulation or valid court order; provided prior written notice is provided to the other party sufficiently in advance of such required disclosure to allow the other party to respond and take reasonable and lawful action to avoid and/or minimize the degree of such disclosure or seek appropriate protective orders.

11.0 TERM; TERMINATION. This Agreement shall be effective upon the date that COMMUNITYWFM accepts the initial Order hereunder (as may be evidenced by COMMUNITYWFM's performance) and shall continue so long as you continue to abide by the terms and conditions of this Agreement. COMMUNITYWFM hereby reserves the right to terminate this Agreement and the SaaS Services upon ten (10) day notice and failure to cure your breach of any of the terms contained in this Agreement, including failure to make payment or any breach of Sections 2, 5 or 6. Upon termination of this Agreement, and except to the extent specified herein, (i) all fees due to COMMUNITYWFM for the current Access Term and any other amounts due COMMUNITYWFM shall be immediately paid, and (ii) all of Customer's rights to access and use any of the SaaS Services, On-Premise Components and SaaS Access Rights shall immediately terminate without right of refund. Upon termination of this Agreement for any reason other than your breach, you may request that COMMUNITYWFM conduct a mass export of the Customer Data. Upon termination of this Agreement and subject to Customer's compliance with Section 11 (i), Customer may request that COMMUNITYWFM export and provide to Customer available Customer Data. Subject to Customer ordering from COMMUNITYWFM Professional Services applicable to such work, COMMUNITYWFM agrees to provide such Professional Services at its then current rates, provided that in the event this Agreement is terminated for Customer's breach, COMMUNITYWFM shall have the right to require that Customer prepay for such Professional Services. Notwithstanding the foregoing, after thirty (30) days from termination, COMMUNITYWFM may delete and destroy all Customer Data without notice or liability to Customer. Provisions herein which by their context and content are intended to survive termination or expiration hereof shall so survive, including the Sections 1, 3, 4, 5, 6, 8, 9, 10, 11, 12, 13, 14, 15 and 16.

12.0 GOVERNING LAW; FORUM. This Agreement is governed exclusively by the laws of the U.S. and the State of Florida, without giving effect to its conflict of law rules. The parties agree that the United Nations Convention on Contracts for the International Sale of Goods shall not apply in any respect to this Agreement or the parties. The parties further agree that the place of contract and performance of this Agreement is Dallas, Texas.

13.0 INJUNCTIVE RELIEF. You acknowledge that remedies at law may be inadequate to provide COMMUNITYWFM with full compensation in the event of your material breach of this Agreement, and that COMMUNITYWFM shall therefore be entitled, without bond or other security obligation, to seek injunctive relief in the event of any such material breach.

14.0 WAIVER / SEVERABILITY. The failure of COMMUNITYWFM to exercise or enforce any right or provision of this Agreement shall not constitute a waiver of such right or provision. If any provision of this Agreement is for any reason held unenforceable or invalid, then this Agreement shall be construed as if such provision were not contained in this Agreement.

15.0 ASSIGNMENT. Except to the extent such rights cannot be restricted by applicable law, you cannot assign, sublicense, or transfer this Agreement without the prior written consent of COMMUNITYWFM, and any such attempt by you to sublicense, assign or transfer any rights, duties, or obligations hereunder is null and void, and subject to COMMUNITYWFM's right to immediately terminate this Agreement.

16.0 ENTIRE AGREEMENT / MODIFICATIONS. Except as otherwise specified in this Section, this Agreement, plus the terms on any Order signed in hardcopy form by both you and COMMUNITYWFM, comprises the entire agreement between you and COMMUNITYWFM, and supersedes any other agreement or discussion, oral or written, with respect to the subject matter of this Agreement, and may not be changed except by a written agreement signed in hardcopy form between the parties. Preprinted, additional or conflicting provisions on your purchase order or on either party's acknowledgement forms, whether presented before or after the terms of this Agreement, and including any integration clauses contained therein, shall not apply unless agreed to by both parties in writing signed in hardcopy form. You agree that your use of the SaaS Services signifies your agreement to all terms and conditions of this Agreement. Notwithstanding any of the foregoing, in the event the parties to this Agreement have executed, in hardcopy form, a separate agreement covering the subject matter herein, that separate agreement shall continue to govern and control the parties with regard thereto, and shall supersede in all respects the terms of this Agreement. Any reference to a law or statute in this Agreement shall be deemed to include any amendment, replacement, re-enactment thereof for the time being in force and to include any by-laws, statutory instruments, rules, regulations, orders, notices, directions, consents, or permissions (together with an conditions attaching to any of the foregoing) made in respect thereof.