THE INFORMATION IN THIS BOX IS NOT A PART OF THE CONTRACT AND IS FOR COUNTY USE ONLY

SAN BERNARDINO COUNTY

Contract Number
20.1141

SAP Number
4400012662

Children and Family Services

Department Contract Representative	Karol Hamman
Telephone Number	(909) 388-0215
Contractor	Social Solutions Global, Inc.
Contractor Representative	Kate Napier
Telephone Number	(443) 460-3534
Contract Term	09/01/2020 through 08/31/2021
Original Contract Amount	$29,080
Amendment Amount	$
Total Contract Amount	$29,080
Cost Center	5011003000128

Order Form and Master Services Agreement with Social Solutions Global, Inc., in the amount of $29,080, replaces SAP Contract No. 4400012662 to license performance management software used to comply with State-mandated collection and reporting service outcomes for the period of September 1, 2020 through August 31, 2021.

FOR COUNTY USE ONLY

Approved as to Legal Form	Reviewed for Contract Compliance	Reviewed/Approved by Department
► *Bonnie Uphold*	*Jennifer Mulhall-Daudel*	*Marlene Hagen*
Bonnie Uphold, Deputy County Counsel	Jennifer Mulhall-Daudel, HS Contracts Unit	Marlene Hagen, Director
Date 11-2-20	Date November 2, 2020	Date November 2, 2020

Non-Standard Contract Coversheet

Revised 3/14/19

Social Solutions 🌿

Quote Number: 2020-64753
Offer Valid Through: August 31, 2020

Bill To:
County of San Bernardino
150 S Lena Rd
San Bernardino, California 92415
United States

ORDER FORM

Subscription Products and Services

SKU	Product Name and Description	Quantity	License Metric	Billing Frequency
ETODBStorage-10GB	Database Storage 10 GB Increase database storage to 10 GB (includes both data storage and file attachments)	1.00	Per Unit	Annually
ETOCollabPU-C	ETO Collaborative (per user) This license includes 5GB of database storage, per user pricing, restrictions determined by project Scope of Work (SOW)	50.00	Per User	Annually
CxSupConsultServ-FF	Custom Support Package - Fixed Fee Fixed Price work provided by Advanced Support Consultant resources.	8.00	Fee	Annually
ETOTPBndle-Fr	ETO Touchpoints Bundle ETO add-on bundle that includes ETO Workflow, ETO Alerts, eSignature, ETO Connect and MFA. ETO Workflow provides the ability to configure a process, or set of steps, where staff are prompted to complete if/when a participant meets a specific set of requirements. Workflows are intended to support and guide staff as a participant moves through the program's model of care. ETO Alerts keeps users up-to-date on participants' progress and activity by sending pre-configured notifications when designated actions in the system occur. Electronic Signature provides users a way to capture a signature using a computer mouse, their finger, a tablet pen, and/or a compatible Topaz signature pad. Connect allows existing participants to access a portal in order to update information and complete tasks. Includes unlimited Connect accounts. Also includes unlimited Intake usage. Intake makes it easy for new participants to apply for services. MFA 150 users or less, allowing up to 250 authentications per month. Authentication every 30 days. Overage authentications will be charged $1.33 per authentication	1.00	Per Unit	Annually

Annual Amount USD	**29,079.10**
Initial Invoice Amount USD	**29,079.10**

Terms and Conditions

Start Date: September 01, 2020

Initial Invoice Period (months): The "Initial Invoice Period" covers fees for the first 12 months from the Start Date.

Term (Months): The "Term" is 12 months from the Start Date. This Order Form is non-cancelable prior to the end of the Term.

Storage space: Storage space for database records and all file and photo storage is included for the SaaS Services with a minimum limit of 5GB or the amount of storage space as noted in the Subscription Product description above. 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 included herein, 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.

Annual Rate Increases: Any Subscription Products and Services purchased on an annual basis are subject to annual rate increases.

Users: "Users" means an individual identifiable by a name and excludes concurrent users. "Administrator" 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. "Guest Users" are users with limited access activated through the Guest User Module, if included herein. Client shall not permit Users to share User identifications and passwords, nor allow for multiple users under the same license.

License Metric: Client may not decrease the number of licenses for its Users during the Term of the Order Form. Upon termination of this Order Form, all licenses granted to Client with respect to the Services included in this Order Form shall automatically terminate and Client shall immediately discontinue its use thereof. System reviews of the number of Users will be performed periodically. If Client is using more than the purchased number of licenses included herein, Client will be invoiced for the additional Users it's the earlier of discovery or the next invoice cycle. If at any time, additional Users licenses are added, such additional User licenses will be invoiced at the then prevailing rate on a per license basis to coincide with the Term of the Services.

Support Level: Unless otherwise stated in the Order Form, the customer will receive the basic Support package as outlined in the Service Level Agreement.

Payment for U.S. Clients: All Subscription Products and Service fees and Professional Service and Training fees will be invoiced in advance either annually, or in accordance with any different billing frequency stated in on this Order Form. All fees payable in U.S. Dollars and exclude taxes. Client is responsible for the payment of any tax amount(s) due unless client has delivered to SSG a valid tax exemption certificate prior to invoice. Fees may be paid by check, Electronic Fund Transfer, credit card or ACH. All payments by credit card, are subject to Client completing the attached Credit Card Authorization Form. In order to elect for ACH payments, Client must complete and execute the attached Authorization Agreement for Preauthorized Withdrawal Debits.

Except as explicitly documented in the signed Order Form, SSG is under no obligation to comply with any customer specific invoicing requirements. Furthermore, customer's failure to provide complete and accurate billing information in the attached accounting Information Form will not relieve customer of nor toll customer' timely payment obligations.

Professional Services and Training: If included in this Order Form, pre-paid Professional Services must be used within one year of the date of execution of this Order Form by Client or will expire and will not be refunded. Professional Services Fees are based on Professional Services provided during normal SSG business hours, Monday through Friday, 8:30 a.m. – 5:30 p.m. local time (SSG holidays excluded), as SSG may modify upon notice to Client. Professional Services provided by SSG outside of normal SSG business hours will be subject to a premium service charge. If Client cancels a Professional Services engagement, which has not been pre-paid, less than ten (10) business days before the scheduled start date for such Professional Services, Client agrees to pay fifty percent (50%) of the total estimated fees for the Professional Services stated on the Order Form or SOW.

Professional Service Travel Costs: Travel related costs that requires SSG's staff to travel will be pre-approved by Client.

Multi-Factor Authentication

Each Multi-Factor Authentication ("MFA") subscription entitles Client to the number of authentications (via SMS or Phone) per period identified in this Order Form. It is Client's responsibility to follow the MFA Set Up Instructions upon signature of this Order Form. In the event Client does not follow the abovementioned instructions, Client is not entitled to any refund of fees.

Authentications must be used within the applicable Order Term - no rollover will be permitted. Additional message packs may be purchased at any time during the term of this Order Form; however, if Client fails to order additional message sets prior to exhausting its then-current unit volume, the applicable overage rates for such units as set forth in this Order Form will apply. Overage fees will be billed in arrears. The rates payable by Client for MFA are inclusive of all amounts that SSG must pay to any U.S. or foreign government, regulatory body, agency, commission or quasi-governmental body as a result of SSG providing MFA messaging, including without limitation, all U.S. federal, state, local, and foreign assessments, claims, permits, fees, taxes and other charges of any kind, other than U.S. sales taxes that SSG determines are required to be collected from Client.

Client shall indemnify, defend, and hold SSG, the MFA messaging providers, and their respective affiliates harmless from and against any claim or loss arising from or relating to Client's use of the Services or Client Data sent via the Service. ANY LIMITATION OF LIABILITY SET FORTH IN THE AGREEMENT WILL NOT APPLY WITH RESPECT TO THESE INDEMNIFICATION OBLIGATIONS. Client shall ensure that its Users use the MFA Service in accordance with the Telephone Consumer Protection Act and all other applicable governmental regulations. Client agrees that SSG may review such use of the Services at any time through the Service to assess such compliance.

Special Terms and Conditions for ETO Alert Functionality

Pursuant to this Order Form, Client is subscribing to the ETO Alert add-on (Sku AlertsSub-A, hereinafter, "Alert Functionality") within the Licensed Products. The Alert Functionality allows Client to configure and send email and/or text alerts to users within Client's organization as well as to third parties. Client is solely responsible for configuring the intended recipients as well as defining the contents of the Alerts, which may include personally identifiable information, Protected Health Information (as defined by HIPAA) or other sensitive information. Client hereby authorizes SSG to disclose, release and transmit Alerts pursuant to this Agreement. Client represents, warrants, and covenants to SSG that (i) Client has, and shall have at all times relevant to SSG's provision of Alerts, made all legally

required disclosures to, and that it possesses legally sufficient authorizations or permissions from all third parties with respect to the collection, storage, transmission and sharing of the Alerts (and all contents therein) by Client and SSG pursuant to this Agreement, including any business associate agreements required by HIPAA or other applicable laws; (ii) the disclosures and transmissions to third parties as contemplated by this Agreement shall not constitute a breach of any confidentiality obligation, or any other obligation (whether express or implied) of SSG under any other agreement between SSG and Client, whether such agreement was entered into before, on or after the Effective Date; (iii) it shall not send any Alert for which does not have legally sufficient authorization and made legally sufficient disclosures; and (iv) it shall comply at all times with applicable law in its use and transmission of Alerts. SSG may rely on the foregoing in making such disclosures and transmissions to third parties.

Client shall defend, indemnify, and hold SSG, its affiliates, and its and their officers, directors, and employees harmless from and against any claim, action, proceeding, loss, liability, or damages including, without limitation, reasonable attorneys' fees ("Claims") arising from or related to (i) any breach of the obligations set forth in above, (ii) any allegation that Client did not have the right to obtain or transmit any data that Client included in any Alert; (iii) any claim arising from Client's use of the Alert functionality or SSG's transmission of Alerts; or (iv) violation of applicable law by Client . In no event shall SSG be liable for any direct, special, incidental, indirect, punitive or consequential damages, including but not limited to lost profits, business interruptions, or lost data that result from the use of the Alert functionality.

This Order Form is subject to and governed by the terms and conditions of SSG's Master Services Agreement, which can be located at http://www.socialsolutions.com/legal/ (the "**Agreement**") and is incorporated by reference in its entirety. Capitalized terms not otherwise defined in this Order Form have the meaning ascribed to them in the Agreement. This Order Form will be effective as the last date of signature identified below ("Effective Date"). Each party signing below agrees and acknowledges that they are duly authorized to be bound by the terms and conditions of the Agreement and this Order Form.

Client: County of San Bernardino

Authorized Signature:

Print Name:
Curt Hagman

Title:
Chairman

Date: NOV 17 2020

Social Solutions Global, Inc. ("SSG")

Authorized Signature:
DocuSigned by:

Kenneth Saunders

73AFA5B2F2EF403...

Print Name:
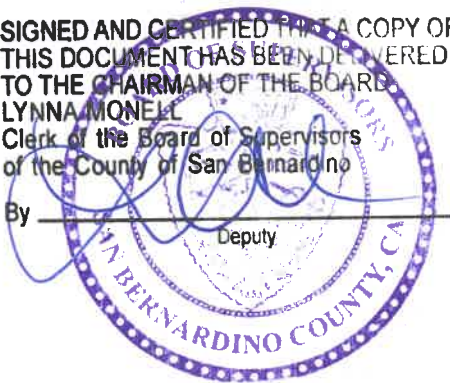Kenneth Saunders

Title:
CFO

Date: 10/29/2020

SIGNED AND CERTIFIED THAT A COPY OF
THIS DOCUMENT HAS BEEN DELIVERED
TO THE CHAIRMAN OF THE BOARD.
LYNNA MONELL
Clerk of the Board of Supervisors
of the County of San Bernardino
By _____
Deputy

Social Solutions

Accounting Information Form

Please provide the following Accounting Information in the table below:

Customer Name	
Tax Identification Number	
Are you Tax Exempt?	
If yes, please attach a copy of your Tax Exemption Certificate	
State Tax Exempt Number (if applicable)	
Billing Contact Name	
Billing Contact Phone	
Billing Contact Email	
Billing Contact Fax	
Are there any Special Invoicing needs?	
Special Invoicing Needs (if applicable)	

MASTER SERVICES AGREEMENT

This Master Services Agreement (the "**Agreement**") is entered into between Social Solutions Global, Inc ("**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   DEFINITIONS

"**Users**" are defined in the applicable 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 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, and designated by a term such as the number of "users", "agencies", "revenues" and the like.

"**Order Form**" means the document(s), regardless of actual name, executed by the parties which incorporates by reference the terms of this Agreement, and describes order-specific information, such as description of Services ordered, License Metrics, and fees.

"**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 other subscription services identified in the Order Form and associated Support.

"**Services**" means, collectively, the SaaS Services and Professional Services.

"**Service Level Agreement**" means service level agreement(s) that SSG offers with respect to the SaaS Services, as they may be updated by SSG from time to time. The applicable service level agreements are located at: http://www.socialsolutions.com/legal/.

2   PURPOSE AND SCOPE

2.1   **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.

2.2   **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.

2.3   **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

3.1   **Generally.** Subject to Client's and its Users' compliance with the Agreement and timely payment of the applicable fees, SSG will make the SaaS Services available to Client and its Users in accordance with the applicable Service Level Agreement, the terms of this Agreement and the applicable Order Form during the Term.

3.2   **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.

3.3   **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 4.4, 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 the Service Level Agreement.

3.5   **Service Availability.** SSG will use commercially reasonable efforts to make the Service generally available in accordance with the Service Level Agreement applicable to each Service ("Service Availability"). Service Availability does not include interruption of Service as a result of (i) planned downtime for maintenance (ii) Internet Unavailability, (iii) Independent Client Activity or (iv) force majeure events or other events that are not under SSG's control.

3.6   **Support Services.** SSG will provide the level of Support specified in the applicable Order Form for the SaaS 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**"), and which are identified in the applicable Service Level Agreement. 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 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 licensors; (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 requirement documentation as provided by SSG or by use of non-conforming 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.** SSG will perform the mutually agreed upon Professional Services for Client described in one or more work orders, work authorizations or statements of work (collectively "*SOW*") as the parties may agree to in writing from time to time as part of an Order Form. Either party may propose a change order to add to, reduce or change the work ordered in the SOW. Each change order must specify the change(s) to the Professional Services, and the effect on the time of performance and on the fees owed to SSG, due to the change. Once executed by both parties, a change order will become a part of the SOW.

3.8 **Cooperation.** Client agrees to provide SSG with good faith cooperation and access to such information, facilities, personnel and equipment as may be reasonably required by SSG 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.

4   USING THE SAAS SERVICES

4.1 **Users.** SSG hereby grants Client and it's Users a non-exclusive, non-transferable, worldwide right to access and use the SaaS Services, 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.

4.2 **License Metrics.** Use of the SaaS Services is subject to License Metrics set forth in the Order Form. Additional License Metrics must be purchased in the event actual use exceeds the licensed quantity, at SSG's then prevailing prices. Additional License Metrics, if any, are prorated for the remainder of the then-current Term of the applicable Order Form. Client may not decrease the number of License Metrics during the Initial Term or any renewal term.

4.3 **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 through the Services, and that SSG will not be responsible for the content of any such communications or transmissions. 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. SSG may remove any violating content posted or transmitted through the SaaS Services without notice to Client. SSG may suspend or terminate any user's access to the SaaS Services upon notice if SSG reasonably determines that such user has violated the terms of this Agreement.

4.4 **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 notice to SSG, to effect the termination of suspected account.

4.5 **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/.

4.6 **Third-Party Providers.** Certain third-party providers, some of which may be listed on SSG website, offer products and services related to the Service, 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.

4.7 **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 or accuracy 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.

4.8 **Training.** It is Client's responsibility to ensure that all appropriate users receive initial training services sufficient to enable Client to effectively use the SaaS Services, as applicable. Failure to do so could result in additional fees if service requests are deemed excessive as a result of insufficient training, at SSG's discretion. Support Services may not be used as a substitute for training.

5   FEES, TAXES & PAYMENTS

5.1 **General.** 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 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 annually recurring fees 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 11.4 and/or to modify the payment terms, and to request full payment before any additional performance is rendered by SSG. 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

5.2   **Professional Services.** On a "Time and Materials" engagement, if an estimated total 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 that the work will be completed for that amount. 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.

5.3   **Travel and Lodging Expenses.** SSG's reasonable travel and lodging expenses incurred by SSG in the performance of Services on Client's site will be billed separately at actual cost.

6   PROPRIETARY RIGHTS

6.1   **Ownership and Limited License.** 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's right to use the Services is personal, non-transferable, non-exclusive and limited to use for its internal business purposes and only for the duration of the Term. Client hereby assigns 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 portions of the SaaS Services or other materials.

6.2   **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 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.

6.3   **Client Data.** Client owns all Client Data. However, 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.

7   WARRANTIES AND DISCLAIMERS.

7.1   **Client Data Warranty.** Client represents and warrants that it has the right to use and provide to SSG the Client Data.

7.2   **SSG Warranties.** SSG warrants that the SaaS Services, as updated by SSG and used in accordance with the Documentation, will perform substantially in accordance with the Documentation under normal use and circumstances and that the other 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; (ii) the combination, operation or use of the hosted SSG Software with any items not certified 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. Correction for defects or issues traceable to the above warranty exclusions will be billed at SSG's standard time and material charges.

7.3   **Disclaimers.** SSG, ITS LICENSORS 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, ALL OF WHICH ARE HEREBY DISCLAIMED TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW. WITHOUT LIMITING THE FOREGOING SSG MAKES NO PROMISE: (A) AS TO THE RELIABILITY, TIMELINESS, QUALITY, SUITABILITY, TRUTH, AVAILABILITY, ACCURACY, OR COMPLETENESS OF THE SERVICES OR ANY CONTENT, ALL OF WHICH ARE PROVIDED STRICTLY ON AN "AS IS" AND "AS AVAILABLE" BASIS; (B) AS TO ANY THIRD-PARTY PROVIDER OR ANY OF ITS PRODUCTS OR SERVICES, WHETHER OR NOT SSG MAY HAVE DESIGNATED IT OR ITS SERVICES AS "CERTIFIED," "VALIDATED," OR OTHERWISE; (C) THAT THE USE OF THE SERVICES WILL BE SECURE, UNINTERRUPTED, OR ERROR-FREE OR OPERATE IN COMBINATION WITH ANY OTHER HARDWARE, SOFTWARE, SYSTEM OR DATA; (D) THAT THE SERVICES WILL MEET CLIENT'S REQUIREMENTS OR EXPECTATIONS; (E) THAT ANY CLIENT DATA WILL BE ACCURATELY OR RELIABLY STORED, (F) THAT ALL ERRORS OR DEFECTS WILL BE CORRECTED, OR (G) THAT THE SERVICE WILL BE FREE OF ANY VIRUS OR OTHER HARMFUL COMPONENT, ALTHOUGH SSG WILL NOT KNOWINGLY INSERT ANY SUCH HARMFUL CODE.

8   INDEMNIFICATION

8.1   **SSG Indemnity.** SSG agrees to defend, indemnify and hold Client, and its affiliates, officers, directors, employees, and agents harmless against any damages 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 U.S. patent or copyright of any third party. If a SaaS Service is held or believed to infringe on a U.S. patent or copyright of a third party, SSG may, in its sole discretion, (a) modify it 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 unused portion of any fees paid 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 made by Client or any third party for the 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. The indemnity and other remedies set forth in this Section shall be the exclusive remedies of the Client with respect to any claim for which SSG has an obligation of indemnity pursuant to this Section.

8.2   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 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, 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 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.

8.3   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.

8.4   Procedure. If one Party (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. The foregoing limitation will not apply to either party's indemnity obligations set forth in Section 8 of the Agreement. NOTWITHSTANDING ANYTHING IN THIS AGREEMENT TO THE CONTRARY, SSG AND ITS LICENSORS AND SUPPLIERS WILL NOT 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 CLIENT 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

11.1   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.

11.2   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 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 terms, combined, are referred to as the "**Term**".

11.3   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 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 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.

11.4   **Suspension.** SSG will be entitled to suspend any or all Services upon 10 days written notice to Client in the event Client is in breach of this Agreement. 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.

11.5   **Post Termination.** SSG has no obligation to retain Client Data beyond three months after the expiration or termination of SaaS Services.

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

12   MISCELLANEOUS

12.1   **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 agrees to reimburse SSG for the reasonable costs and expenses of such verification process incurred by SSG (including but not limited to reasonable attorneys' fees), and 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.

12.2   **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.

12.3   **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.

12.4   **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.

12.5   **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.

12.6   **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.

12.7   **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.

12.8   **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.

12.9   **Governing Law.** This Agreement is governed by the laws of the State of Texas without giving effect to its conflict of law provisions. Any dispute will be litigated in the state or federal courts located in Travis County in the State of Texas to whose exclusive jurisdiction the parties hereby consent. For purposes of establishing jurisdiction in Texas under this Agreement, each party hereby waives, to the fullest extent permitted by applicable law, any claim that: (i) it is not personally subject to the jurisdiction of such court; (ii) it is immune from any legal process with respect to it or its property; and (iii) any such suit, action or proceeding is brought in an inconvenient forum. The parties agree to waive the right to trial by jury in any action or proceeding that takes place relating to or arising out of this Agreement. The Uniform Computer Information Transactions Act does not apply to this Agreement or orders placed under it.

12.10   **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.

12.11   **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.

12.12   **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.

12.13   **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)), (c) the first business day after sending by facsimile, or (d) 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, or the address set forth in the Order Form for Client. Either party may designate, by Notice to the other, substitute addresses, addressees or facsimile numbers for Notices, and thereafter, Notices are to be directed to those substitute addresses, addressees or facsimile numbers.