

GL Suite and GL Simple Terms of Service

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(a) Licensee's employees may use the Software for the purpose of performing their regulatory and support functions for Licensee during any period for which the Licensee has purchased a Software Support Plan as defined in Section 7 of this agreement.

(b) Licensee may use the Software to support customers, licensees, and other third-parties for the purpose of providing these persons the ability to apply, renew and verify a license, permit, or registration and related information, documents and enforcement actions. Licensee may connect third-party software to the Software through Company provided interfaces to support the use identified in this paragraph.

(c) Licensee may develop new customized functionality, create and modify database objects, stored procedures, tables, fields and structures, create and modify customized reports and otherwise make customizations to the Software for the exclusive use of Licensee. All such developments by Licensee shall be considered part of the "Software."

(d) The “Software” includes all new releases and versions, and Customizations, as described in Section 7.

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(d) Licensee shall, at its own expense, keep the Software free and clear of all levies, liens and encumbrances. Licensee shall give Company immediate notice of any attachment or other judicial process affecting the Software.

4. No Adequate Remedy. Licensee agrees that should it breach or threaten to breach any provision of this section, Company will suffer irreparable damages and its remedy at law will be inadequate. Upon any breach or threatened breach of this section by Licensee, Company shall be entitled to injunctive relief in addition to any other remedy which it may have at law or in equity.

5. Installation and Migration Services

(a) Legacy Software means existing software owned or licensed by Licensee and designed to produce the same functional outcomes as the Software being licensed by Company to Licensee. Legacy Software does not include functionality not yet used in a production capacity by Licensee at the execution of this Software and Support Services Agreement by Licensee. Additions to the Legacy Software may be incorporated into the Software through use of a Software Support Service exclusively.

(b) Conversion Services means the Company transfers data from delimited or fixed length ASCII text files or an ODBC compliant data source to the Software. Transfer of data means the manipulation of data from a data source to the table structure utilized by Software. Currently used software must be intended to perform functionality similar to the functionality of Licensed Software. Conversion Services does not include the identification or correction of data-entry or normalization errors present in legacy systems. Licensee produces legacy data in the Company specified format along with documentation that describes the legacy data structure, relationships, fields and tables in sufficient detail to enable Company to convert the data to a format utilized by Software.

(c) Installation and Migration Services means the configuration, deployment and user training, requirements gathering, gap analysis, project management and data conversion services necessary to migrate Licensee from Legacy Software to Company's Software.

(d) Company shall provide Installation and Migration Services to Licensee without additional charge upon receipt of a purchase order and payment for a Software Support Plan. Installation and Migration Services shall be provided as necessary to migrate Licensee from Legacy Software to Company's Software.

(e) Licensee shall provide all necessary staff and management reasonably necessary and required by Company to accomplish Installation and Migration Services within the planned go-live schedule mutually agreed to by Company and Licensee. Licensee shall provide a copy of the Legacy Software database and other files necessary to provide Installation and Migration Services. Licensee shall conduct UAT testing exclusively by following written process instructions and flow diagrams provided by Company and developed for each business process identified and mutually agreed to at during the project initiation.

6. Functionality gaps between the Legacy Software and Company's Software must be reported in detail by Licensee within 90 days of the first production usage of the Software. Gaps not reported may only be acquired as a Software Support Service.

Software Support Services and Plans

7. **Software Support Services and Plans.** Company offers Software Support Services to Licensee. As described in Section 8, Software Support Services include Help Desk Support, Training and Documentation, and Software Patches and Releases. In addition, and also as described in Section 8, Software Support Services include all Customizations, Enhancements and Corrections, Conversion Services, and Hosting Services, including such services that are provided prior to production use of the Software in a live environment. The specific Software Support Services to be provided to Licensee, and the fees therefore, shall be determined by the type of Software Support Plan(s) purchased by Licensee pursuant to Section 9. Licensee must purchase a Software Support Service plan beginning no later than the first day of production usage of any part of the Software.

8. **"Software Support Services"** means any of the following services:

(a) Help Desk Support

i. 24 X 7 Emergency Support – Company provides access to a technical representative, who can be reached 24 hours a day, seven days a week to resolve critical issues.

ii. End-User Support – Company provides end-user support including telephone support for user-level questions about how to use Software to perform the user's job function.

iii. Configuration Troubleshooting – Licensee may call and get support from Company when Licensee's IT staff need help modifying the configuration of the software. Company will provide guidance, troubleshooting and examples on how to configure screens, fields, rules, reports and correspondence.

iv. Developer-to-Developer Support – Company provides access to Company software developers when Licensee's professional IT staff needs help with web site development, third-party application integration, custom GUIs, etc.

v. Hardware, Network and Security Tips – Company provides technical-level guidance to Licensee’s staff to assist with hardware and network and security specifications. Company will offer suggestions on redundancy, load balancing, firewall configuration, etc.

vi. Architecture and Best Practice Guidance – Company will provide assistance to solve complex software design or architectural problems through access to Company’s analysts. Company provides comprehensive business analysis and application component support.

vii. Online Remote Desktop Support – Company provides Licensee with Software Support Services that allow Company to view and interact with Licensee’s desktop computer to troubleshoot problems and demonstrate functionality.

viii. Account Management – Company will assign an Account Manager who monitors Licensee’s issues, coordinates regular service release installation, and tracks Licensee’s business process cycles to help Licensee prepare for renewals and other busy times. The Account Manager is available for periodic reviews on the status of open issues and future goals.

ix. Local User Group Support – Company provides remote support for periodic meetings between Licensee and other local licensees of the Software. Support by Company includes providing existing training documentation, train-the-trainer support, technical support, product guidance, and remote presentations in support of the periodic meetings.

(b) Training and Documentation

i. GL Suite Web Courses – Company offers Licensee opportunities to attend regularly scheduled, live training sessions on the configuration of screens, security, rules, correspondence, reports and more. Courses via remote desktop demonstrations and conference call.

ii. Agency-Specific Process Training – Company provides Licensee’s employees with training on the use of the software to perform specific Licensee business processes.

iii. Software Training – Company provides Licensee technical staff with training on the administration, maintenance and configuration of the Software.

iv. Core Software Documentation – Company provides access to application use, administration and configuration manuals via the Company web site.

v. User Conference in Bend, OR – Licensee may attend Company’s User Conference typically held in Bend, Oregon. The User Conference includes opportunities to: meet and learn from staff at other agencies that are using the

Software, attend information and training sessions on new features, and meet directly with Company's staff.

(c) Software Patches and Releases

i. New Software Versions – Company produces and makes available to Licensee an enhanced version of the Software under the same Software license terms of this agreement. An enhanced version of the software contains new or improved functionality not included in a previous version of the software, including but not limited to new releases to support compatibility with new releases of the Microsoft operating systems known as Windows Server and desktop operating systems, Microsoft Internet Explorer and Microsoft Office. Company may elect at Company's sole discretion the features and compatibility of new releases. Company provides access to new versions of the Software on Company's web site, along with documentation on changes, enhancements and installation instructions.

ii. Installation of New Software Versions – Company provides remote installation services for new versions of GL Suite.

iii. Core Software Patches – Company produces and makes available to Licensee a version of the Software that corrects Software defects or errors that prevent the Software from providing the functionality described in the Software documentation. Company provides access to Core Software Patches on Company' web site, along with documentation on changes and installation instructions. Core software refers to the base, pre-configured/customized software application only.

iv. Installation of Core Software Patches – Company provides remote installation services for Core Software Patches of the Software.

(d) Customization, Enhancement and Corrections

i. Company provides services to specify, support, configure, design, program, test, implement, correct and document the Software as required to meet the business needs of the agency (such services collectively "Customizations"), pursuant to a written Scope of Work Addendum as agreed upon by Company and Licensee (the description of a Customization in a Scope of Work Addendum a "Specification").

ii. Customization Projects –

(1) A proposed Customization is a "Customization Project" if it includes a request for a Software Support Service and includes any of the following: 1) functionality requests that require coordination between Company and a third-party; 2) functionality requests with three or more finite deliverables which must be delivered in a specific sequence to meet the Licensee's business requirements; 3) functionality which may impact

other aspects of the configured Software and therefore require a system test of an entire business process; or 4) service or functionality which requires the presence of a Company employee onsite at Licensee's place of business.

(2) Company may determine a request is more than one Customization Projects if the activities are designed to produce more than one specific final output, the activities may start and stop independently of one another, an output is being produced for more than one internal or external customer, or the process steps substantially vary to produce the specific final output.

(3) Company may determine a request for a public web site enhancement is more than one Customization Project if the site includes alternate processing steps for ownership or employment changes, address change, names changes, status changes, fees, or License input based on license type or status or other license criteria.

(4) Company may require the use of a project prior to updating a web site or business process already in existence in the Software when Company's software development standards no longer support the specification or development standard because of improvements to the process or evolution of software standards.

(5) Company may require the use of a Customization Task or Customization Project for each deployment of Customization, Enhancement and Corrections where the deployment site is not hosted by Company.

(6) Company designed the Software for the purpose of meeting multiple Licensee needs without modification of software code distributed to all Licensees. Customization Projects may include configuration of the Software, or other modifications to the Software, as determined by Company. Configuration includes making changes to the Software through existing Software interfaces designed for such purposes including, but not limited to, creating screens, fields, reports, business logic and correspondence. Company retains the right to determine whether the functionality requirements shall be provided by configuration of the Software or by other means.

(7) Company shall periodically create a project timeline, which identifies the latest date by which each party must perform specific duties in this contract in order to deliver timely Customization Projects.

iii. Customization Tasks – A "Customization Task" is a single request for a Software Support Service, support for one month for one device under Mobile Services, or modification or defect correction of a customization of the Software

except: 1) requests that are a Customization Project; or 2) an enhancement or defect in a Customization Project reported within thirty days following the delivery of a Customization Project or Task.

iv. Defect Correction – Company provides corrections to Customizations for thirty days following delivery of the Customization or Task. A “correction” means causing the functionality to perform in material conformity with an applicable Specification.

v. Installation of Configuration and Customization Corrections – Company provides remote installation services for configuration and customization corrections.

vi. Company may subdivide a Customization or other Software Support Service deliverable into one or more discrete deliverables for acceptance and payment by Licensee, as may be agreed to by Licensee in an applicable Scope of Work Addendum or an accepted Software Support Service request.

vii. Licensee acknowledges that failure to timely review or test scope deliverables or to allocate sufficient and timely staff resources necessary to accomplish the purpose of this contract shall delay the provision of Customization Projects, Tasks or Defect Corrections. The extent of the delay shall be determined by Company after consideration of Company's prior commitments to third parties, available Company resources, and Licensee's business needs.

(e) Hosting Service – Company installs and maintains Software on a server(s) on Company's computer system or an alternate collocation facility chosen by Company; and, the provision by Company of all licenses, services and support required for the Software to be accessed via the Internet and meet performance, functionality and security requirements described in this Software agreement.

i. Company shall be responsible for backing up the following components: application and database servers, application operating system, and configuration databases.

ii. Company shall perform daily incremental backups with weekly full backups. Backup media shall be rotated off-site on a weekly basis. The Company shall test recovery operations on a regular basis. The Company shall recover operations as necessary.

iii. Company may decline to install on Company's computer system any customization not developed by Company based upon the reliability, design and/or resources required by such customization.

iv. Company, in its sole discretion, may secure domain names and assign Internet address space (subject to reasonable availability) for the benefit of

Licensee, and Company will route those addresses on Company's network; it being understood and agreed that neither Licensee nor any of its "Users" shall have the right to route these addresses. Licensee shall have no ownership interest in any IP addresses which Company obtains on Licensee's behalf and Company retains ownership of all such IP addresses, and upon termination of the Software Support Service, Licensee's access to and utilization of such IP addresses shall terminate.

v. Company makes reasonable efforts to provide continuous internet access to Software. Company periodically disables access to Software for the purpose of maintenance and repair of Company's computer systems and Software. Company shall attempt to provide 24 hours' notice to users of the Software of planned access outages and such outages shall be scheduled during off-peak hours when possible. Unplanned outages may occur at any time due to failure of the Software, failure of the company's computer systems or failure of another party providing services relating to the Company's Internet access. Such unplanned outages may occur during peak usage times – even during the Licensee's peak renewal periods. Company shall immediately notify Licensee when an unplanned outage occurs and shall take reasonable efforts to restore Internet access to the Software when an unplanned outage occurs.

vi. Company is responsible for exercising a reasonable standard of care to maintaining the security of sensitive data, regardless of ownership. In event of a breach of the security of the sensitive data the Company will immediately notify the Licensee and work with the Licensee regarding recovery and remediation.

vii. The Licensee may inspect and review vendor operations for potential risks to the Licensee operations or data. The review may include a physical site inspection and an inspection of documentation such as security test results, IT audits, and disaster recovery plans.

viii. Company shall provide: effectively deployed and administered firewalls, intrusion detection with 24x7 alerting capability, incident response support, access controls to enforce restrictions on a need-to-know basis, established and tested policies and procedures, contingency plans and disaster recovery plans, security testing and evaluation process for security controls, to include regularly scheduled, at least annually, vulnerability assessments. Configuration settings required to maintain the system's security on the system itself and other Licensee systems that interface with it.

ix. The cost of SSL Certification for Licensee websites that use a glsuite.us domain is covered by Company. Licensees using custom URLs assume the cost of the corresponding SSL Certification.

x. Company maintains certified partner relationships with credit card processors, hosting providers and independent software vendors for products

and services integrated with the Software. Company and certified partners establish beneficial relationships in order to provide a breadth of software and services to Company's clients including Licensee. Licensee may procure integrated products and services from certified partners through this contract.

(f) Mobile Services – Company provides a comprehensive solution for Licensee's employees to complete inspection, complaints and other business process activities from remote locations.

i. Company will provide a mobile kit to enable remote connectivity to the Software. Licensee will utilize a task for each initial and replacement kit provided. The kit remains the property of Company and will be returned to Company by Licensee upon request by Company.

ii. Company will provide technical support for Licensee's employee usage, data synchronization and connectivity, and mobile device management services for each device. Each device shall be provided as either 1 customization project per year or 1 customization task per month for each mobile kit provided by company. If Licensee uses Company's mobile software on a Licensee supplied and maintained device, Licensee shall use 1 task per year per device plus any additional tasks required to provide software support services as requested by Licensee to support the device and software.

iii. Company shall provide a mobile version of each Software form as requested by Licensee that may be completed by Licensee staff utilizing the mobile kit. Licensee shall utilize a project for each such form.

iv. Company may charge for addition projects for mobile dispatch features and back office business process changes related to the mobile inspection forms.

9. Software Support Plans. Licensee shall have the right and option to purchase Software Support Services through a GL Simple Plan("Software Support Plan"), at the rates specified in the Pricing Addendum, offered by a licensed reseller or purchased through a pricing agreement with an entity authorized to resell to Licensee.

(a) "GL Simple Plan." Under the "GL Simple" plan Software Support Services are provided by Company to Licensee on an annual basis at a predetermined, fixed annual cost measured by Customization Tasks and Customization Projects. Company shall provide at least the Minimum Customization Tasks and Minimum Customization Projects specified in the chart below corresponding to the GL Simple SLA level purchased by Licensee. Company may provide up to the Maximum Customization Tasks and Maximum Customization Projects shown below as Company resources and time allow, as determined solely by Company.

i. Licensee may elect one of the following GL Simple service level agreements (“SLA”). Maximum Customization Tasks/Customization Projects per SLA:

SLA	Minimum Customization Tasks	Maximum Customization Tasks	Minimum Customization Projects	Maximum Customization Projects
Standard	0.25 tasks/user/year or 24 tasks per year, whichever is greater	0.50 tasks/user/year	0.05 projects/user/year	0.10 projects/user/year or 12 projects per year, whichever is less
Professional	2 tasks/user/year or 24 tasks per year, whichever is greater	4 tasks/user/year	0.12 projects/user/year or 1 project per year, whichever is greater	0.25 projects/user/year or 12 projects per year, whichever is less
Enterprise	4 tasks/user/year or 48 tasks per year, whichever is greater	7 tasks/user/year	0.25 projects/user/year or 1 project per year, whichever is greater	0.5 projects/user/year or 12 projects per year, whichever is less

ii. Fractional numbers of Customization Projects or Tasks will be rounded down to the nearest whole number.

iii. Licensees purchasing a GL Simple Software Support Services must purchase a support plan for the number of actual named users of the Software or two users, whichever is greater. Licensees with 8 or fewer named users may not purchase the Standard SLA. Licensees with more than 75 named users may purchase GL Simple for a maximum of 75 named users but shall receive Software Patches and Releases and monthly service for Mobile Services for all actual users of the Software.

iv. Company will prioritize the delivery of projects for clients purchasing the Enterprise SLA over clients purchasing the Professional or Standard SLA.

v. Company may decline Licensee requests to provide Customization and Enhancements if the product or service being requested is not found in the Company's standard product and service catalog ("nonstandard request"). If Company elects to provide a nonstandard request, Licensees purchasing the Enterprise SLA may utilize tasks and/or projects to order the nonstandard request. If Company elects to provide a nonstandard request, Licensees purchasing the Professional and Standard SLA may utilize Hourly Rate Support to order the nonstandard request.

vi. Licensee may request any number of Customization Projects or Tasks in a given year and Company shall provide Software Support Services to the Licensee for those requests in the order specified by the Licensee. Each instance of a request for a Software Support Service counts as a Customization Project or

Task except for items 8(c)(i), 8(c)(iii) and 8(e) which shall be provided to Licensee in addition to the SLA.

vii. Company may count requests for hosting services as Customization Projects and Customization Tasks against the SLA if the Hosting service is not already provided to clients hosted by Company. Alternately, Company may charge for Hourly Rate Support for unusual Hosting requests.

viii. If Licensee requests additional Customization Projects or Tasks in excess of the minimum number purchased under Licensee's GL Simple Plan, Licensee may either wait for fulfillment of the request, up to the Maximum Customization Project or Task limit OR incrementally increase the number of Minimum Customization Projects or Tasks within the SLA by paying an "Escalation Fee" in the amount applicable pursuant to the Pricing Addendum. Company shall endeavor to complete such Customization Projects and Tasks as soon as possible. If an escalated Customization Project is not complete within 25 business days or an escalated Customization Task is not complete within 5 business days from the date requested, Company shall provide continuous efforts to complete the project or task.

ix. At the end of each year, if Company completes fewer than the number of Minimum Customization Tasks or Minimum Customization Projects and those projects were timely ordered by Licensee in accordance with the policies established by Company, Company shall continue to furnish effort to complete the Minimum Customization Tasks and Projects. If the Company provided at least the Minimum Customization Tasks and Projects, incomplete projects and tasks in excess of the Minimum Customization Projects and Tasks shall be rolled over to the next plan year and count towards fulfillment of the next-year SLA.

x. At the Company's sole discretion, Company may establish and modify reasonable policies affecting the concurrency of project fulfillment, the definition of a Customization Project and Customization Task, and the request timing required to perform requests within a SLA.

xi. All GL Simple Plans shall be purchased for an annual term. Upon the expiration of any annual term, the GL Simple Plan then in effect for Licensee shall be automatically renewed for an additional annual term, unless Licensee has provided Company written notice of non-renewal or request to change Software Support Plans prior to the date of expiration.

xii. Licensee may elect monthly or quarterly billing for the GL Simple Plan Fees. If the Licensee fails to pay a monthly or quarterly invoice, by the first date of the period for which Software Support Services begin, Company may revert to annual billing of the GL Simple plan and all amounts remaining in the current year become due immediately.

xiii. GL Simple fees are non-refundable.

xiv. Licensee must purchase GL Simple Enterprise SLA for a period beginning with the execution of this Agreement until not earlier than the date of the first production usage of the Software.

xv. Licensee may elect to exchange unused Customization Project for 7 new Customization Tasks. For 90 days following the initial production usage of the system, Company may convert Customization Projects under the SLA to Customization Tasks. Licensee acknowledges that most Customization Projects and Tasks within the first 90 days of production usage may be utilized to support defect corrections to the system which are common with most new software installations.

Other Terms

10. Acceptance. Licensee agrees that any the following conditions constitute acceptance of the Software by Licensee, in the form delivered by Company, including acceptance of a Customization or other Software Support Service deliverable:

(a) Written acceptance by Licensee;

(b) Production use of the Software (or, as applicable, Customization or other Software Support Service deliverable) in a live environment; or

(c) Failure to inspect and report defects regarding the Software within fourteen calendar days after delivery by Company.

11. Software Warranties.

(a) Company warrants Software and Installation and Migration Services for a period of ninety (90) days from the date of initial installation of the Software (the "Warranty Period"), the Software and Customization Services will function in material conformity with the description, definition, specification and functional requirements set forth in this License and the Scope Deliverables, and will be free from material defects in operational performance. Company will, at its own expense, promptly cure all breaches of the foregoing warranty reported by Licensee in writing during the Warranty Period even if the period to perform such corrective action extends beyond the Warranty Period. If such non-conformity cannot be corrected, worked around, or replaced, then Licensee may terminate this License. These remedies are Licensee's sole and exclusive remedies for any non-conformities, defects or errors and all performance or non-performance problems related to the Software, Software Support Services, or this License, including without limitation any breach of warranty by Company.

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(c) In the event Software requires updating due to Federal, State statutory or regulatory requirements affecting Licensee, the Company's Software development department shall give its highest priority to the implementation of such updates, but Company does not warrant that all such updates will be completed, or that any updates will be completed by a certain time.

(d) In the event that the Software is, in the opinion of the Company, likely to or does become the subject of a claim for copyright or other intellectual property rights infringement, Company may, at its option and expense, either (1) procure for Licensee, the right under such third-party rights to use the Software; or (2) replace or modify the Software, or parts thereof, with other suitable and reasonable equivalent technology so that the Software becomes non-infringing; or (3) if it is not commercially reasonable to take actions specified in (1) and (2) immediately preceding, terminate this License.

(e) **Hosting Service Warranty.** Licensee assumes total responsibility for Licensee's use and users' use of the Software on any equipment provided by Company, if any, and the Internet. Licensee understands and agrees further that the Internet is accessible by persons who may attempt to breach the security of Company and/or Licensee's networks. Company has no control over and expressly disclaims any liability or responsibility whatsoever for such actions and Licensee and Licensee's end users access the service at Licensee's own risk. Hosting Services provided by Company are provided on an "as is" and "as available" basis without warranties of any kind, either express or implied, including but not limited to warranties of title, merchantability or fitness for a particular purpose. No advice or information given by Company, its affiliates or contractors or their respective employees, create a warranty. Some states do not allow the limitation of implied warranty, and therefore certain provisions may not apply to Licensees located in those states.

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BY LICENSEE, INCLUDING BUT NOT LIMITED TO BREACH OF CONTRACT, NEGLIGENCE, TORT OR ANY OTHER LEGAL THEORY, AND REGARDLESS OF THE SUCCESS OR EFFECT OF OTHER REMEDIES. IN NO EVENT WILL THE AGGREGATE LIABILITY OF COMPANY TO LICENSEE UNDER THIS LICENSE FOR DAMAGES, COSTS, ATTORNEY'S FEES, EXPENSES OR INDEMNITY EXCEED THE TOTAL FEES PAID BY LICENSEE TO COMPANY HEREUNDER. LICENSEE HEREBY WAIVES ANY CLAIM THAT THESE EXCLUSIONS DEPRIVE IT OF AN ADEQUATE REMEDY OR CAUSE THIS AGREEMENT TO FAIL OF ITS ESSENTIAL PURPOSE.

12. Assignments by Company

(a) Any and all rights and interests of Company under this License may be assigned, either in whole or in part, without notice to Licensee, and Licensee agrees that its rights under this License are expressly subject and subordinate to any and all security interests which may now or hereafter be placed by Company or its assigns upon the Software. All references in this subparagraph to assignment shall be deemed also to include any pledge, mortgage, transfer or other disposition.

(b) Subject always to the foregoing provisions of subparagraph (a) of this section, this License shall inure to the benefit of, and shall be binding upon, the successors and assigns of the parties hereto and, where appropriate, their heirs, legatees and personal representatives.

13. Defaults and Remedies

(a) If (a) Licensee fails to pay any payment provided herein within thirty (30) days after the same is due and payable, or (b) Licensee fails to observe, keep or perform its obligations, covenants and agreements hereunder and does not cure such failure, within thirty (30) days after the sending of notice of such default by Company, or (c) any representation or warranty herein made by Licensee shall be proved to have been false or incorrect in any material respect when made, then and in each such event Company shall have the right, with thirty (30) days notice or demand, to exercise any one or more of the following remedies:

i. To sue for and recover all payments, then due or thereafter accruing hereunder;

ii. If Licensee fails to surrender the Software and make assurances the Software was completely removed from all storage media controlled by Licensee, to bring an action in a court with jurisdiction over Licensee seeking injunctive relief mandating such removal and surrender of the Software;

iii. To terminate this License as to any or all items of the Software; and

iv. To pursue any other remedy available at law or in equity.

The foregoing remedies are cumulative and not exclusive or sequential.

(b) Licensee shall provide no less than thirty (30) days written notice and allow such period to cure any warranty breach. Company and Licensee agree that thirty (30)

days written notification, as defined in the “Notices” section of this contract, are a substantive, material and essential to the ability of the parties to perform their respective responsibilities.

14. Payment Obligation Absolute. Licensee’s obligations under this License, including the obligation to pay license fees unabated, shall continue in full force and effect regardless of any inability of Licensee to use the Software because of war, governmental regulations, or strikes, unless for breach of contract or warranty.

15. Expenses of Company and Interest.

(a) Licensee shall reimburse Company for reasonable costs and expenses, including attorneys’ fees, incurred by Company in exercising any of its rights or remedies in enforcing any of the terms, conditions or provisions hereof.

(b) Should Licensee fail to pay any amount required hereunder to be paid by Licensee to Company, within thirty (30) days after the due date thereof, Licensee shall pay unto the Company interest on the unpaid amount of such delinquent payment at the rate of eight percent (8%) per annum from the date such payment was due until it is paid in full, or, in the event such rate exceeds that which is permitted by applicable law, the highest permissible rate.

16. Miscellaneous.

(a) This agreement creates no liability or responsibility for Company to maintain, setup, troubleshoot or otherwise support computer systems owned by Licensee. Licensee shall provide hardware and support for computer systems owned by Licensee.

(b) Company may modify the terms of this agreement by providing 90-days’ notice of the modification to Licensee.

(c) Company shall comply with all federal, state, and local laws, regulations, executive orders and ordinances applicable to this Contract.

(d) **Workers’ Compensation Insurance.** Company shall maintain during the term of this Agreement workers’ compensation insurance in compliance with applicable State law, which requires subject employers to provide workers’ compensation coverage for all their subject workers.

(e) **Professional Liability Insurance.** Company shall maintain during the term of this Agreement professional liability insurance with a combined single limit, or the equivalent, of not less than one and one-half (1-1/2) times the total amount payable to Company under this Agreement for each claim, incident or occurrence to cover damages caused by error, omission, or negligent acts related to the professional services to be provided under this Agreement.

(f) **General Liability Insurance.** Company shall maintain during the term of this Agreement general liability insurance with a combined single limit, or the equivalent, of not less than one and one-half (1-1/2) times the total amount payable to Company

under this Agreement for each occurrence for bodily injury and property damage. It shall include contractual liability coverage for the indemnities provided under this Agreement and endorsements for products, completed operations and personal injury. It also shall provide that the Licensee and their agencies, subdivisions, officers, employees and agents are additional insured but only with respect to Company's services to be provided under this Agreement.

(g) Automobile Liability Insurance. Company shall maintain during the term of this Agreement automobile liability insurance with a combined single limit, or the equivalent, of not less than the amount required under law for each accident for bodily injury and property damage, including coverage for owned, hired or non-owned vehicles, as applicable.

(h) Notice of Cancellation or Change. Company shall not cancel, cause a material change in, reduce its limits for or omit or intend not to renew the insurance coverage required under this Agreement without thirty (30) calendar days' prior written notice from Company or its insurers to Licensee.

(i) Certificates of Insurance. The certificates shall specify all of the parties who are additional insured and shall indicate all deductible amounts or retentions for all self-insurance. If requested, complete copies of insurance policies shall be provided to Licensee. Company shall be financially responsible for all pertinent deductibles, self-insured retention, and self-insurance.

(j) Notices. Any and all notices ("Notices") which either party hereto may desire to give to the other party hereunder shall be deemed to be duly given if and only if mailed by registered or certified mail, postage prepaid, addressed to the other party at its address as set forth below or at such other address as such party may designate to the other party in writing from time to time. Notification by any other means shall be considered a service request and a waiver of any related breach of contract dispute until such time as the party provides notice in accordance with this paragraph.

If to Company: GL Suite, Inc.
 PO Box 591
 Bend, Oregon 97709

If to Licensee: Licensee's Principal Place of Business

(k) Waiver. The waiver by either party, or the failure by either party, to claim a breach, or give notice with respect thereto, of any provision of this License shall not be, or be held to be, a waiver of any subsequent breach, or as affecting in any way the effectiveness, of such provision.

(l) **Headings.** The headings of the sections of this License have been inserted for convenience of reference only and shall in no way restrict or otherwise modify any of the terms or provisions hereof.

(m) **Modifications.** Company may modify this agreement at any time with or without notice by posting the agreement to the Software web site.

(n) This License and all rights and obligations of the parties hereunder and all rights and obligations of the parties shall be governed by, and construed and interpreted in accordance with, the laws of the State of Oregon applicable to agreements made and to be performed entirely within such State, including all matters of enforcement, validity and performance.

Pricing Addendum

Support Plan	Units.....	Cost Per Unit
GLSimple		
Standard.....	per user per year	
Professional.....	per user per year	
Enterprise.....	per user per year	
GLSimple Project Escalation Fee		
Standard.....	per project	
Professional.....	per project	
Enterprise.....	per project	
GLSimple Task Escalation Fee		
Standard.....	per task	
Professional.....	per task	
Enterprise.....	per task	

Please contact your GL Solutions Agency Partner for current, applicable pricing.