

TERMS AND CONDITIONS

1. SAAS SERVICES AND SUPPORT

1.1 Subject to the terms of this Agreement, Company will use commercially reasonable efforts to provide Customer the Services in accordance with the Service Level Terms attached hereto as Exhibit A. As part of the registration process, Customer may identify an administrative user name and password for Customer's Company account. Company reserves the right to refuse registration of, or cancel passwords it deems inappropriate.

1.2 Subject to the terms hereof, Company will provide Customer with minimal technical support services to your authorized representatives in accordance with the terms set forth in Exhibit B. This support is provided free of charge, and includes any collaboration between Customer and Company on feature requests and bug reports. It also includes any collaboration on Company products or features that at the time of the collaboration were in "beta".

1.3 Customer will pay to Company an hourly fee of \$80.00 per hour, rounded up to the nearest 15 minutes, for all time rendered at the request of Customer or any authorized agents of Customer to make configuration changes for the Customer after the Customer begins routing calls from individuals that are not employees of Customer via Services, the "Go-Live Date". This includes time Company spends planning changes (even if no changes are ultimately made), meeting to discuss potential changes (including but not limited to advising meetings), collaborating on potential changes (including but not limited to email, phone, and video meeting communication), as well as time spent making changes (if any). Customer and Company will agree on who is authorized to request or authorize such services ("Configuration Changes"), and Company shall not undertake Configuration Changes at the request of any other employee of Customer without the prior written approval of the one of the authorized representatives of Customer.

1.4 Company may update the terms of this Agreement from time to time. Company will provide you with written notice of any material updates at least thirty (30) days prior to the date the updated version of this Agreement is effective, unless such material updates result from changes in laws, regulations, or other requirements. The current, up to date version of this Agreement will be available at <https://helplinesoftware.com/legal>. Notices for material updates to the terms of this Agreement will be given in accordance with Section 8.1. Following such notice, Customer's continued use of Services on or after the date the updated version of this Agreement is effective and binding, as indicated at the top of this Agreement, constitutes Customer's acceptance of the updated version of this Agreement. The updated version of this Agreement supersedes all prior versions. If Customer does not agree to the updated version of this Agreement, Customer must stop using the Services immediately.

2. RESTRICTIONS AND RESPONSIBILITIES

2.1 Customer will not, directly or indirectly: reverse engineer, decompile, disassemble or otherwise attempt to discover the source code, object code or underlying structure, ideas, know-how or algorithms relevant to the Services or any software, documentation or data related to the Services ("Software"); modify, translate, or create derivative works based on the Services or any Software (except to the extent expressly permitted by Company or authorized within the Services); use the Services or any Software for timesharing or service bureau purposes or otherwise for the benefit of a third; or remove any proprietary notices or labels. With respect to any Software that is distributed or provided to Customer for use on Customer premises or devices, Company hereby grants Customer a non-exclusive, non-transferable, non-sublicensable license to use such Software during the Term only in connection with the Services.

2.2 Further, Customer may not remove or export from the United States or allow the export or re-export of the Services, Software or anything related thereto, or any direct product thereof in violation of any restrictions, laws or regulations of the United States Department of Commerce, the United States Department of Treasury Office of Foreign Assets Control, or any other United States or foreign agency or authority. As defined in FAR section 2.101, the Software and documentation are "commercial items" and according to DFAR section 252.2277014(a)(1) and (5) are deemed to be "commercial computer software" and "commercial computer software documentation." Consistent with DFAR section 227.7202 and FAR section 12.212, any use modification, reproduction, release, performance, display, or disclosure of such commercial software or commercial software documentation by the U.S. Government will be governed solely by the terms of this Agreement and will be prohibited except to the extent expressly permitted by the terms of this Agreement.

2.3 Customer represents, covenants, and warrants that Customer will use the Services only in compliance with Company's published acceptable use policies then in effect (the "Acceptable Use Policy") available at <https://helplinesoftware.com/legal>, all applicable laws and regulations. Customer agrees not to use or permit others to use, the Service in ways that (i) infringe the rights of others, or (ii) interfere with the users, services, or equipment and software of Company or of our suppliers or other third parties. Customer hereby agrees to indemnify and hold harmless Company against any damages, losses, liabilities, settlements and expenses (including without limitation costs and attorneys' fees) in connection with any claim or action that arises from an alleged violation of the foregoing or otherwise from Customer's use of

Services. Although Company has no obligation to monitor Customer's use of the Services, Company may do so and may prohibit any use of the Services it believes may be (or alleged to be) in violation of the foregoing.

2.4 Customer shall be responsible for obtaining and maintaining any equipment and ancillary services needed to connect to, access or otherwise use the Services, including, without limitation, modems, hardware, servers, software, operating systems, networking, web servers and the like (collectively, "Equipment"). Customer shall also be responsible for maintaining the security of the Equipment, Customer account, passwords (including but not limited to administrative and user passwords) and files, and for all uses of Customer account or the Equipment with or without Customer's knowledge or consent.

2.5 Customer shall not request or cause Company to create, receive, maintain, or transmit Protected Health Information as defined by the Health Insurance Portability and Accountability Act of 1996 as amended for or on behalf of Customer in any manner that would make Company a Business Associate to Customer. Customer shall not request or cause Company to create, receive, maintain, or transmit "protected health information" (as defined in 45 C.F.R. § 160.103) for or on behalf of Customer in any manner that would make Company a "business associate" (as defined at 45 C.F.R. § 160.103) to Customer.

2.6 Any form of abuse against staff or any agent(s) representing Company is deemed inappropriate. Company reserves the right to determine what appropriate action should be taken in response to abuse if, in the sole and absolute discretion of Company, Company determines that Customer or any agent representing Customer has abused any staff or agents of Company. Appropriate action may include but is not limited to (i) reporting the abuse or threat to law enforcement authorities; (ii) immediately disconnecting Service without notice. In the event of such disconnection, Customer will be responsible for the full contractual term charges to the end of the current term, including, without limitation, unbilled charges, plus a disconnection fee, if applicable, all of which will become immediately due and payable upon disconnection of Service. Company reserves the right to refuse to deal with any abusive Customers, or any abusive agent that represents Customer at any time.

2.7 In the event Customer acts or uses the Service in a manner not permitted under this Section, Customer shall (i) be in material breach of this Agreement; (ii) indemnify, defend and hold Company harmless against any losses, expenses, costs, liabilities, damages, penalties, investigations or enforcement proceedings (including attorneys' fees) arising from or relating to Customer's breach of this Section; (iii) take, at Customer's expense, prompt action to correct and/or mitigate the effects of Customer's breach of this Section; and (iv) provide Company with reasonable cooperation and support in connection with Company's response to Customer's breach of this Section. Customer shall assume and be solely responsible for any reporting requirements under law or contract arising from Customer's breach of this Section.

2.8 Customer remains the owner for any phone numbers that are ported into Company's infrastructure. Customer may port out any phone numbers that are ported in, at any time, and may not port out any numbers that are not ported in. Company will use commercially reasonable efforts to respond to and accommodate any authorized port request within a timely manner on business days. Customer acknowledges that port out requests may materially affect service, and agrees to submit port out and port-in requests only when they are certain that they have managed the risk to their satisfaction. Customer acknowledges that Company can not control porting timelines. Customer agrees to pay for service until all port out requests have fully completed. Customer forfeits any numbers not ported out when this agreement is completed, and instructs Company to release any such numbers.

2.9 Customer is prohibited from reselling Service, using or permitting access to use the Service to make emergency calls or to provide or seek emergency services.

3. CONFIDENTIALITY; PROPRIETARY RIGHTS

3.1 Each party (the "Receiving Party") understands that the other party (the "Disclosing Party") has disclosed or may disclose business, technical or financial information relating to the Disclosing Party's business (hereinafter referred to as "Proprietary Information" of the Disclosing Party). Proprietary Information of Company includes non-public information regarding features, functionality and performance of the Service. Proprietary Information of Customer includes non-public data provided by Customer to Company to enable the provision of the Services ("Customer Data"). The Receiving Party agrees: (i) to take reasonable precautions to protect such Proprietary Information, and (ii) not to use (except in performance of the Services or as otherwise permitted herein) or divulge to any third person any such Proprietary Information. The Disclosing Party agrees that the foregoing shall not apply with respect to any information after five (5) years following the disclosure thereof or any information that the Receiving Party can document (a) is or becomes generally available to the public, or (b) was in its possession or known by it prior to receipt from the Disclosing Party, or (c) was rightfully disclosed to it without restriction by a third party, or (d) was independently developed without use of any Proprietary Information of the Disclosing Party or (e) is required to be disclosed by law.

3.2 Customer shall own all right, title and interest in and to the Customer Data. Company shall own and retain all right, title and interest in and to (a) the Services and Software, all improvements, enhancements or modifications thereto, (b) any software, applications, inventions or other technology developed in connection with Implementation Services or support, (c) and all anonymized or aggregated data resulting from use and operation of the Services (such as but not limited to volumes, frequencies, or call durations) and (d) all intellectual property rights related to any of the foregoing.

3.3 Notwithstanding anything to the contrary, Company shall have the right to collect and analyze data and other

information relating to the provision, use and performance of various aspects of the Services and related systems and technologies (including, without limitation, information concerning Customer Data and data derived therefrom), and Company will be free (during and after the term hereof) to (i) use such information and data to improve and enhance the Services and for other development, diagnostic and corrective purposes in connection with the Services and other Company offerings, and (ii) disclose such data solely in aggregate or other de-identified form in connection with its business. No rights or licenses are granted except as expressly set forth herein.

3.4 Customer agrees that Company may refer to Customer by trade name and trademark and may briefly describe Customer's Business, in Company's sales, marketing, training, other materials, and web site.

3.5 Feedback. Any comments or materials sent to Company, including, but not limited to, queries, ideas, questions, suggestions, feedback or the like (collectively, "Feedback") is non-confidential and shall become sole property of Company. Company shall have no obligation to Customer or its agents of any kind, monetary or non-monetary, with respect to such Feedback and shall be free to reproduce, use, disclose, exhibit, display, transform, create derivative works from, and distribute the Feedback to others without limitation or obligation.

4. PAYMENT OF FEES

4.1 Customer will pay Company the then applicable fees described in the Order Form for the Services and Implementation Services in accordance with the terms therein (the "Fees"). If Customer's use of the Services exceeds the Service Capacity set forth on the Order Form or otherwise requires the payment of additional fees (per the terms of this Agreement), Customer shall be billed for such usage and Customer agrees to pay the additional fees in the manner provided herein. Company reserves the right to change the Fees or applicable charges and to institute new charges and Fees at the end of the Initial Service Term or then current renewal term, upon thirty (30) days prior notice to Customer (which may be sent by email). If Customer believes that Company has billed Customer incorrectly, Customer must contact Company no later than 60 days after the closing date on the first billing statement in which the error or problem appeared, in order to receive an adjustment or credit. Inquiries should be directed to Company's customer support department.

4.2 Company may choose to bill through an invoice, in which case, full payment for invoices issued in any given month must be received by Company fifteen (15) days after the mailing date of the invoice. Unpaid amounts are subject to a finance charge of 1.5% per month on any outstanding balance, or the maximum permitted by law, whichever is lower, plus all expenses of collection and may result in immediate termination of Service. Customer shall be responsible for all taxes associated with Services other than U.S. taxes based on Company's net income.

5. TERM AND TERMINATION

5.1 Either party may terminate this Agreement for any reason within 90 days of the Effective Date with notice. Customer will pay in full for the Services up to and including the last day on which the Services are provided. Company shall refund any prepaid service fees covering the remainder of the term after the effective date of termination.

5.2 Subject to earlier termination as provided below, this Agreement is for the Initial Service Term as specified in the Order Form, and shall be automatically renewed for additional periods of one month (collectively, the "Term") at the then-current rate, unless either party requests termination at least thirty (30) days prior to the end of the then-current term.

5.3 In addition to any other remedies it may have, either party may also terminate this Agreement upon thirty (30) days' notice (or without notice in the case of nonpayment), if the other party materially breaches any of the terms or conditions of this Agreement. Customer will pay in full for the Services up to and including the last day on which the Services are provided. Upon any termination Company may, but is not obligated to, delete stored Customer Data. All sections of this Agreement which by their nature should survive termination will survive termination, including, without limitation, accrued rights to payment, confidentiality obligations, warranty disclaimers, and limitations of liability.

6. WARRANTY AND DISCLAIMER

Company shall use reasonable efforts consistent with prevailing industry standards to maintain the Services in a manner which minimizes errors and interruptions in the Services and shall perform the Implementation Services in a professional and workmanlike manner. Services may be temporarily unavailable for scheduled maintenance or for unscheduled emergency maintenance, either by Company or by third-party providers, or because of other causes beyond Company's reasonable control, but Company shall use reasonable efforts to provide advance notice in writing or by e-mail of any scheduled service disruption. **HOWEVER, COMPANY DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE; NOR DOES IT MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SERVICES. EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION, THE SERVICES AND IMPLEMENTATION SERVICES ARE PROVIDED "AS IS" AND COMPANY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.**

7. LIMITATION OF LIABILITY

NOTWITHSTANDING ANYTHING TO THE CONTRARY, COMPANY AND ITS SUPPLIERS (INCLUDING BUT NOT LIMITED TO ALL EQUIPMENT AND TECHNOLOGY SUPPLIERS), OFFICERS, AFFILIATES, REPRESENTATIVES, CONTRACTORS AND

EMPLOYEES SHALL NOT BE RESPONSIBLE OR LIABLE WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT OR TERMS AND CONDITIONS RELATED THERETO UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHER THEORY: (A) FOR ERROR OR INTERRUPTION OF USE OR FOR LOSS OR INACCURACY OR CORRUPTION OF DATA OR COST OF PROCUREMENT OF SUBSTITUTE GOODS, SERVICES OR TECHNOLOGY OR LOSS OF BUSINESS; (B) FOR ANY INDIRECT, EXEMPLARY, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES; (C) FOR ANY MATTER BEYOND COMPANY'S REASONABLE CONTROL; OR (D) FOR ANY AMOUNTS THAT, TOGETHER WITH AMOUNTS ASSOCIATED WITH ALL OTHER CLAIMS, EXCEED THE FEES PAID BY CUSTOMER TO COMPANY FOR THE SERVICES UNDER THIS AGREEMENT IN THE 12 MONTHS PRIOR TO THE ACT THAT GAVE RISE TO THE LIABILITY, IN EACH CASE, WHETHER OR NOT COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

8. MISCELLANEOUS

8.1 If any provision of this Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect and enforceable. This Agreement is not assignable, transferable or sublicensable by Customer except with Company's prior written consent. Company may transfer and assign any of its rights and obligations under this Agreement without consent. This Agreement is the complete and exclusive statement of the mutual understanding of the parties and supersedes and cancels all previous written and oral agreements, communications and other understandings relating to the subject matter of this Agreement, and that all waivers and modifications must be in a writing signed by both parties, except as otherwise provided herein. No agency, partnership, joint venture, or employment is created as a result of this Agreement and Customer does not have any authority of any kind to bind Company in any respect whatsoever. In any action or proceeding to enforce rights under this Agreement, the prevailing party will be entitled to recover costs and attorneys' fees. All notices under this Agreement will be in writing and will be deemed to have been duly given when received, if personally delivered; when receipt is electronically confirmed, if transmitted by facsimile or e-mail; the day after it is sent, if sent for next day delivery by recognized overnight delivery service; and upon receipt, if sent by certified or registered mail, return receipt requested. This Agreement shall be governed by the laws of the State of California without regard to its conflict of laws provisions. Customer otherwise agrees to reasonably cooperate with Company to serve as a reference account upon request.

8.2 If the performance of any obligation hereunder is interfered with by reason of any circumstance beyond our reasonable control, including but not limited to acts of God, labor strikes and other labor disturbances, power surges or failures, or the act or omission of any third party, we shall be excused from

such performance to the extent necessary, provided that we shall use reasonable efforts to remove such causes of nonperformance.

8.3 Both parties hereto acknowledge that they have had an opportunity to consult with an attorney, and such other experts or consultants as they deem necessary or prudent, regarding this Agreement and that they, or their designated agents, have read and understand this Agreement.

EXHIBIT A

Service Level Terms

The Services that route calls based on already inputted information shall be available 99%, measured monthly and excluding scheduled maintenance. If Customer requests maintenance during these hours, any uptime or downtime calculation will exclude periods affected by such maintenance. Further, any downtime resulting from outages of third party connections or utilities or other reasons beyond Company's control will also be excluded from any such calculation. Customer's sole and exclusive remedy, and Company's entire liability, in connection with Service availability shall be that for each period of downtime lasting longer than one hour, Company will credit Customer 1% of Service fees for each period of 30 or more consecutive minutes of downtime; provided that no more than one such credit will accrue per day. Here, 1% of Service fees is simply 1% of the total amount that Customer pays Company for the month in which downtime occurs. Downtime shall begin to accrue as soon as Customer (with notice to Company) recognizes that downtime is taking place, and continues until the availability of the Services is restored. In order to receive downtime credit, Customer must notify Company in writing within 24 hours from the time of downtime, and failure to provide such notice will forfeit the right to receive downtime credit. Such credits may not be redeemed for cash and shall not be cumulative beyond a total of credits for one (1) week of Service Fees in any one (1) calendar month in any event. Company will only apply a credit to the month in which the incident occurred. Company's blocking of data communications or other Service in accordance with its policies shall not be deemed to be a failure of Company to provide adequate service levels under this Agreement.

Notwithstanding any provision in this Agreement to the contrary, no downtime will be deemed to have occurred if downtime: (i) is caused by factors outside of Company's reasonable control, including, without limitation, telecommunications provider-related problems or issues, Internet access or related problems occurring beyond the point in the network where Company maintains access and control over the Services; (ii) results from any actions or inactions of Customer or any third party (except for Company's agents and subcontractors); (iii) results from the Customer Applications, Customer's equipment, software or other technology, Add-on services, or third party equipment, software or other technology (except for equipment within Company's direct control); (iv) occurs during Company's scheduled maintenance for which Company will provide at least twenty-four (24) hours prior notice; (v) occurs during Company's emergency maintenance (maintenance that is necessary for purposes of maintaining the integrity or operation of the Services), regardless of the notice provided by Company; or (vi) results from any alpha, beta, developer preview, development test bed environments, descriptions of similar import or not otherwise generally available Company's features or products; or (vii) periods of downtime that are less than five (5) minutes of continuous unavailability in duration (collectively, the "Excluded Downtime").

With respect to any failure of Company to meet the availability percentage above, as applicable, this exhibit states Company's sole and entire liability to Customer and Customer's sole remedy.

EXHIBIT B
Support Terms

Company expects that the provided product is “self-service”, more precisely, that Customer will not need support beyond what is required to start using the product. However, Company will provide Support to designated representatives of Customer via support tickets on weekdays, with the exclusion of Federal Holidays. Company will use commercially reasonable efforts to respond to these messages within three (3) business days. Company does not provide phone or web-conferencing based support.