**SUBSCRIPTION CONTRACT**

This Subscription Contract (“Contract”) governs Customer’s use of the Subscription Service. It is effective as of the date set forth in the Order or similar document (the “Subscription Contract Effective Date”) provided by Carahsoft Technology Corp. This Contract governs the use of CT Mobile application (the Subscription Service, Services or Subscription) received from Customertimes by Customer on a paid basis.

**Terms and Definitions:**

“**Authorized Territory**” means United States federal, state, and local agencies, educational Organizations (K-12 and Higher Education) located in the United States.

“**Subscription**” (or “**Subscription Service**” or “**Service**”) shall mean the right of use of CT Mobile application by Customer, within defined term (duration of subscription) stated in the Order.

“**User**” shall mean any natural person authorized by the Customer (among employees, representatives, consultants, contractors, agents or any third party with whom the Customer has a business relationship) to use the Service.

**1. Subscription.**

1.1. Subject to this Contract, and in consideration of the fees specified in any Order, Customertimes will make the Subscription Service available to Customer. Customertimes grants Customer a revocable, non-exclusive, non-transferable right to access and use the Subscription Service during the Term for Customer’s internal business purposes, pursuant to the terms and conditions of this Contract. Customertimes provides the Customert the Subscription Service to the Appexchange applications CT Mobile[[1]](#footnote-1), hosted by Salesforce via URLs <https://appexchange.salesforce.com/listingDetail?listingId=a0N3000000B52vkEAB> respectively, and/or other designated web-sites, including associated offline components, but excluding other AppExchange applications under the Order.

1.2. The terms of use do not allow:

* grant a sublicense, sell, resell, rent, transfer, assign, distribute, share in a temporary manner or otherwise commercially use or make CT Mobile Software available to a third party, other than for the Users the Subscription of which is indicated above;
* grant more access to Service than the number of users it has ordered above;
* send spam or other duplicated or non-solicited messages in violation of the applicable laws;
* send or store infringing, obscene, threatening, libelous, or otherwise unlawful or tortuous material, including material that is harmful to children or violates third party privacy rights;
* send or store viruses, worms, time bombs, Trojan horses and other harmful or malicious code, files, scripts, agents or programs;
* interfere with or disrupt the integrity or performance of CT Mobile Software or the data contained therein;
* attempt to gain unauthorized access to CT Mobile Software or its related systems or networks;
* modify, copy or create derivative products based on CT Mobile Software;
* frame or mirror any content forming part of the CT Mobile Software, other than on Customer’s own intranets or otherwise for Customer’s own internal business purposes;
* reverse engineer the CT Mobile Software;
* access the CT Mobile Software in order to: build a competitive product or service, or copy any ideas, features, functions or graphics of the CT Mobile Software.

1.3. Subject to the limited rights expressly granted hereunder, Customertimes retains all the rights, titles and interests related to the Service, and in particular the associated intellectual property rights. No right other than those expressly granted hereunder is granted to the Company authorized only to procure the Service for Customer use as specified thereo.

1.4. The improper Service use entails Customer’s liability. Customer is responsible for the compliance by the Users of the present Contract:

- Customer will be responsible for the accuracy, quality and legality of the Customer Data and the means by which the Customer acquired the Customer Data;

- Customer will use the Service always in compliance with the present Contract and the applicable laws and regulations;

- Customer is responsible for all activities occurring under Customer User accounts;

- Customer shall use commercially reasonable efforts to prevent unauthorized access to, or use of, the Service, and shall notify Customertimes promptly of any such unauthorized use Customer becomes aware of.

1.5. Customertimes will not be liable for the damages caused to the Customer in result of loss or theft of those devices providing access to the Service which belong to the Customer or its personnel or in result of use of the Service in violation of the Contract.

**2. Term**

2.1. This Contract will remain in effect throughout the **Term** unless earlier terminated. Each Order remains in effect for the initial Subscription Term specified therein (**Initial Term**) and any renewal periods mutually agreed on by the parties in writing (each a “**Renewal Term**”and collectively with the “**Initial Term**”, the “**Term**”).

2.2. The number of Users covered by the Subscription is set in Order, the number of which cannot be reduced during the Initial and Renewal Term. For any additional Users, Customer must sign an additional Order. Subscription for additional Users in the middle of the billing month, is charged starting from the beginning of the month within which such Order took place.

**3. Fees and payment**

3.1. The Subscription price is stipulated in Order. Taxes are subject to FAR 52.212-4(k), which provides that the contract price includes all federal, state, local taxes and duties.

3.2. Price of Subscription for additional Users shall be calculated as stated in Order. Since the subscription is on a monthly basis, the subscription price of additional Users within the billing month, will be calculated for the full current billing month and subsequent ones prior to expiration of the Subscription Term.

**4. Confidentiality of Customertimes Information**

4.1. Subject to FAR52.212-4(f) Excusable delays.(JUN2010).Any provisions that require to keep certain information confidential are subject to the Freedom of Information Act, 5 U.S.C. §552, and any order by a United States Federal Court.

4.2. Customertimes Confidential Information. “Confidential Information” means all non-public, proprietary business, technical, legal, or financial information disclosed to or learned by Customer in connection with the business relationship between the parties which Customertimes has identified as confidential at the time of disclosure or that, based on the nature of the information or circumstances surrounding disclosure, Customer should treat as confidential. Confidential Information does not include: (a) information that was generally known to the public at the time disclosed to Customer; (b) information that becomes generally known to the public (other than through a breach of this Section 4 by Customer) after disclosure to Customer; (c) information that was in Customer’s possession free of any obligation of confidentiality prior to disclosure by Customertimes; (d) information that is rightfully received by Customer from a third party without any restriction on disclosure; or (e) information that was independently developed by Customer without reference to or use of Customertimes Confidential Information. All Confidential Information is provided “AS IS.” CUSTOMERTIMES MAKES NO WARRANTIES, EXPRESSED OR IMPLIED, CONCERNING THE ACCURACY OR COMPLETENESS OF ITS CONFIDENTIAL INFORMATION.

4.3. Use and Disclosure of Confidential Information. Customer: (a) will not use the Confidential Information for any purpose except in connection with this Agreement; (b) will not disclose, give access to, or distribute any of the Confidential Information to any third party, except to the extent expressly authorized in a separate written agreement signed Customertimes; and (c) will take reasonable security precautions (which will be at least as protective as the precautions Customer takes to preserve its own confidential information of a similar nature) to keep the Confidential Information confidential. Customer will be responsible for its Representatives’ disclosure or use of the Confidential Information in violation of this Section 4. Customer will promptly notify Customertimes upon discovery of any unauthorized disclosure or use of the Confidential Information, or any other breach of this Section 4, by Customer or its Representatives. Customer’s (and its Representatives’) obligations under this Section 4 cease to apply to information upon the later of: (i) the termination of this Agreement; or (ii) after two (2) years have passed from the date on which the Confidential Information was first disclosed.

**5. Limitation of Liability**

5.1. CUSTOMERTIMES WILL NOT BE LIABLE FOR ANY LOST PROFITS, GOODWILL, OR REVENUES OR FOR ANY INCIDENTAL, CONSEQUENTIAL, SPECIAL, INDIRECT, COVER, BUSINESS INTERRUPTION, OR PUNITIVE DAMAGES IN CONNECTION WITH ANY CLAIM OF ANY NATURE, WHETHER IN CONTRACT, TORT, OR UNDER ANY THEORY OF LIABILITY, ARISING UNDER THIS AGREEMENT, EVEN IF CUSTOMERTIMES HAS BEEN GIVEN ADVANCE NOTICE OF SUCH POSSIBLE DAMAGES. CUSTOMERTIMES’ ENTIRE LIABILITY UNDER THIS AGREEMENT WILL NOT EXCEED THE AMOUNT ACTUALLY PAID BY CUSTOMER TO CUSTOMERTIMES UNDER THE ORDER TO WHICH THE LIABILITY RELATES DURING THE TWELVE (12) MONTHS PRIOR TO THE DATE ON WHICH THE LIABILITY AROSE.

5.2. This clause shall not impair the U.S. Government’s right to recover for fraud or crimes arising out of the False Claims Act, 31 U.S.C. §§ 3729-3733.

**6. Termination**

* 1. Termination shall be governed by the FAR 52.212-4 and the Contract Disputes Act, 4 1U.S.C.§§ 601-613, subject to the following exceptions:
* Carahsoft may request cancellation or termination of the Contract on behalf of the Customer if such remedy is granted to it after conclusion of the Contracts Disputes Actdispute resolutions process or if such remedy isotherwise ordered by a United States Federal Court.
1. **Federal Government Customers.**

The Subscription Service is a “commercial item” consisting of “commercial computer software” as defined in FAR 2.101. Customertimes provides the Subscription Service for federal government end use in accordance with FAR 12.211 (Technical Data) and FAR 12.212 (Computer Software).

1. **Additional provisions**
	1. Any disputes shall be resolved in accordance with the FAR, the GSAR and the Contract Disputes Act, 41 U.S.C. §§ 7101-7109. See GSAR 552.212-4 (w)(1)(iii) Contract Terms and Conditions – Commercial Items, Law and Disputes (MAY 2015) (Alternate II – JUL 2009) (FAR Deviation – JUL 2015) (Tailored).
1. **Services Description**. Provided Services are rendered through the SAAS solution, constructed on ISV products of Customertimes, based on Salesforce technologies and platform services:

CT Mobile

Documentation and prerequisites (via Appexchange): <https://appexchange.salesforce.com/listingDetail?listingId=a0N3000000B52vkEAB>

Provided documentation, prerequisites and description of the solution correspond to the current state of the products at the time of the conclusion of the Contract. [↑](#footnote-ref-1)