|  |  |
| --- | --- |
| SA_Logo_Letterhead | 7110 Samuel Morse Drive  Columbia, MD 21046  (301) 837-8000  *fax* (301) 837-8001  www.systemautomation.com |

**SAAS SERVICES ORDER FORM**

|  |  |  |
| --- | --- | --- |
| Customer: | | Contact: |
| Address: | | Phone: |
|  | | E-Mail: |
| **Services**: **MyLicense® Online and BackPack** (the “Service(s)”). | | |
| **Services Fees**:  $\_\_\_\_\_\_\_\_\_\_ (“Implementation Services”)  $\_\_\_\_\_\_\_\_\_\_ (“Services”) | **Initial Service Term**: [period of performance (e.g., x years with y options)] | |

SAAS SERVICES AGREEMENT

This SaaS Services Agreement (“Agreement”) is entered into between \_\_\_\_\_\_\_\_\_ with a place of business at\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (“Company”), and the Customer listed above (“Customer”). This Agreement includes and incorporates the above Order Form, as well as the attached Terms and Conditions and contains, among other things, warranty disclaimers, liability limitations, and use limitations. There shall be no force or effect to any different terms of any related purchase order or similar form even if signed by the parties after the date hereof.

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_:**

By: By:

Name: Name:

Title: Title:

TERMS AND CONDITIONS

SAAS SERVICES AND SUPPORT

#### Subject to the terms of this Agreement, Company will use commercially reasonable efforts to provide Customer the Services as defined in Exhibit A. As part of the registration process, Customer will 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.

#### Subject to the terms hereof, Company will provide Customer with reasonable technical support services in accordance with the terms set forth in Exhibit B.

### LICENSE

#### Subject to the terms of this Agreement, Company grants Customer a limited, non-exclusive, and non-transferrable license to access the SaaS Services for activities relevant to the Services.

### RESTRICTIONS AND RESPONSIBILITIES

#### 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; modify, translate, or create derivative works based on the Services (except to the extent expressly permitted by Company or authorized within the Services); use the Services or any App for timesharing or service bureau purposes or otherwise for the benefit of a third; or, remove any proprietary notices or labels.

#### Customer represents, covenants, and warrants that Customer will use the Services only in compliance with Company’s standard published policies then in effect (the “Policy”) and all applicable laws and regulations. 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. In the event Company prohibits any use, it will provide prompt written notice to Customer, to be received no later than 24 hours, or by the end of the following business day if prohibitions occur over a weekend, following any prohibition, stating the reasons for the prohibition and permitting Customer an opportunity to provide justification and/or explanation that the use is not in violation of the foregoing. Company will review Customer justifications and/or explanations in good faith within 24 hours, or by the end of the following business day if Customer’s response is received over a weekend, and will provide a final written explanation of any on-going prohibition or will restore any revoked privileges, access, or other use corresponding to the initial prohibition.

#### 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.

### CONFIDENTIALITY; PROPRIETARY RIGHTS

#### 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/Confidential Information” of the Disclosing Party). Proprietary/Confidential Information of Company includes non-public information regarding features, functionality, and performance of the Service. Proprietary/Confidential Information of Customer includes non-public data provided by Customer to Company to enable the provision of the Services (“Customer Data”) such as, but not limited to, information, data, and/or objects that the Disclosing Party desires to protect against unrestricted disclosure or competitive use which shall include, but not be limited to, financial, tax, company, and corporate organization and ownership, performance, sales, real and personal property, customer lists, personnel information, contractual information, marketing information, ideas, technical data, reports, business plans, tangible objects including hardware and software (whether source code, object code, firmware, or middleware), and concepts, in any format or medium when furnished or disclosed to Receiving Party in any manner and which is marked, described, or identified as being confidential or proprietary in nature or which should reasonably be recognized as being confidential or proprietary in nature. The Receiving Party agrees: (i) to use at least the same degree of care to avoid disclosure of Proprietary/Confidential Information as it uses with respect to its own Proprietary/Confidential Information, but no less than reasonable care and precautions to protect such Proprietary/Confidential 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/Confidential Information. With the express exception of any trade secrets, which the Receiving Party acknowledges and agrees shall be protected without duration or limitation under applicable law unless and until such trade secrets become public through no fault of the receiving party, 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/Confidential Information of the Disclosing Party or (e) is required to be disclosed by law. In circumstances where Proprietary/Confidential Information is required to be disclosed by law to a third party by applicable law or in order to comply with a subpoena or the order of a court or other governmental body, the party subject to such a disclosure obligation must provide immediate notice to the party whose Proprietary/Confidential Information is at issue so that they may have an opportunity to object or otherwise intercede, at their own expense, in any effort to compel such a disclosure of Proprietary/Confidential Information.

#### Subject to the license granted to the Company under Section 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 App, all improvements, enhancements, or modifications thereto, (b) any software, applications, inventions, or other technology developed in connection with Implementation Services or support, and (c) all intellectual property rights related to any of the foregoing.

### INSURANCE

#### Company agrees, as a condition of doing business with Customer, that during the term of this Agreement, Company will maintain current insurance, in amounts and of types required by law and/or below, at its own expense. Such insurance shall include, at a minimum, the amounts and types of insurance as required by law and/or the below, whichever is greater:

##### Commercial General Liability on an “occurrence basis”, with a limit of not less than $1,000,000 combined single limit per occurrence for bodily injury and property damage liability;

##### Workers’ Compensation as required under any workers’ compensation or similar law in the jurisdiction where work is performed; and,

##### Network security, media & cyber liability insurance covering acts, errors, omissions, breach of contract, and violation of any consumer protection laws arising out of Company’ operations or services with a limit of Two Million Dollars ($2,000,000) per occurrence and in the aggregate. Such coverage shall, at a minimum, include (i) contractual privacy coverage for data breach response and crisis management costs that would be incurred by Customer on behalf of Company in the event of a data breach including legal and forensic expenses, notification costs, credit monitoring costs, and costs to operate a call center; and (ii) third party and first party coverage for loss or disclosure of any data, including personally identifiable information and payment card information, network security failure, violation of any consumer protection laws, unauthorized access and/or use or other intrusions, infringement of any intellectual property rights (except patent), unintentional breach of contract, negligence or breach of duty to use reasonable care, breach of any duty of confidentiality, invasion of privacy, or violations of any other legal protections for personal information, defamation, libel, slander, commercial disparagement, negligent transmission of computer virus, or use of computer networks in connection with denial of service attacks.

### INDEMNIFICATION

#### Company agrees to indemnify, protect, and hold harmless Customer, its parent and/or other affiliated companies, as well as its and their past and present successors, assigns, officers, directors, shareholders, partners, members, agents, representatives, attorneys, and employees (collectively “Customer Indemnitees”) from any and all claims, demands, suits, losses, liabilities, and causes of action arising directly or indirectly from, as a result of, or in connection with:

#### The actions of Company and/or its personnel arising from the performance of Services under this Agreement, including personal injury or death to any person (including to Company and/or its personnel), as well as any liability arising from Company’ failure to comply with the terms of this Agreement including, but not limited to, local breach of the installed network as a result of the actions of Company and/or its personnel. Company’ obligations hereunder shall include the cost of defense, including reasonable attorneys’ fees, as well as the payment of any final judgment rendered against or settlement agreed upon by Customer and/or Customer Indemnitees.

### PAYMENT OF FEES

#### 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 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 written 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 sixty (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.

#### 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 thirty (30) 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.

### TERM AND TERMINATION

#### 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 the same duration as the Initial Service Term (collectively, the “Term”), unless either party requests termination at least thirty (30) days prior to the end of the then-current term.

#### 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). Customer will pay in full for the Services up to and including the last day on which the Services are provided unless such termination is the result of a material breach of the terms of this Agreement and Company has not cured such breach within five (5) days of receiving written notice thereof. In such case, Customer shall be entitled to pay for the Services received up to and including the last day before such breach occurred on a pro rata basis. Upon any termination, Company will make all Customer Data available to Customer for electronic retrieval for a period of thirty (30) days, but thereafter Company will delete, make permanently unreadable, or, if requested in writing, return any and all stored Customer Data. On termination if requested by the Customer, the Company shall also notify any mobile application platform where the App is being distributed (e.g. Apple App Store, Good Play, Windows Phone Store or Amazon AppStore) of such termination to allow the Customer to develop and distribute its own native mobile application or use another mobile payment application developed by a third party. 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.

### 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.

### LIMITATION OF LIABILITY

NOTWITHSTANDING ANYTHING TO THE CONTRARY, EXCEPT FOR BODILY INJURY OF A PERSON, NEGLIGENCE, RECKLESSNESS, OR INTENTIONAL ACTS OR OMISSIONS, NEITHER PARTY TO THIS AGREEMENT OR THE SUPPLIERS (INCLUDING BUT NOT LIMITED TO ALL EQUIPMENT AND TECHNOLOGY SUPPLIERS), OFFICERS, AFFILIATES, REPRESENTATIVES, CONTRACTORS, EMPLOYEES, OR AGENTS OF THE PARTY SHALL BE RESPONSIBLE OR LIABLE TO THE OTHER PARTY WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT OR TERMS AND CONDITIONS RELATED THERETO: (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; OR (C) FOR ANY MATTER BEYOND COMPANY’S REASONABLE CONTROL.

### MISCELLANEOUS

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 only by Customer’s prior written consent, which shall not be unreasonably withheld. 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 Maryland without regard to its conflict of laws provisions. The parties shall work together in good faith to issue at least one mutually agreed upon press release within 90 days of the Effective Date, and Customer otherwise agrees to reasonably cooperate with Company to serve as a reference account upon request.

**EXHIBIT A**

|  |  |
| --- | --- |
| **Description** | **Quantity / Scope** |
| **Software modules to be configured** |  |
| **Number of users accessing the system** |  |
| **MyLicense configuration for online form submission** |  |
| **Report Configuration** |  |
| **Template Configuration** |  |

**EXHIBIT B**

**Support Terms**

Company will provide Technical Support to Customer via both telephone and electronic mail on weekdays during the hours of 9:00 am through 6:00 pm Eastern time, with the exclusion of Federal Holidays (“**Support Hours**”).

Customer may initiate a helpdesk ticket during Support Hours by calling 800-839-4729 or any time by accessing the Customer Portal at [www.systemautomation.com](http://www.systemautomation.com).

Company will use commercially reasonable efforts to respond to all Helpdesk support tickets within one (1) business day. System configuration tickets (“projects”) response time is based on type of configuration and will be communicated to the Customer.