

Points North Certified Payroll Software as a Service License Agreement

This Certified Payroll Reporting Software as a Service Agreement defines the rights and obligations of MRAK, LLC, a Minnesota limited liability company dba Points North, its successors and assigns ("POINTS NORTH") and the undersigned customer ("CUSTOMER") in connection to the Customer's use of the Certified Payroll Reporting Software and the services as described herein (the "Services"). POINTS NORTH will provide for production of Certified Payroll Reporting for the reports specified from client data via client upload of third-party payroll data files or customer data entry into Points North Certified Payroll Reporting Software as a Service web application. The pre-deployment process will begin after this signed agreement and payment are received. Renewal occurs on the anniversary of the effective date each year. Report fees and annual license fees are subject to change by POINTS NORTH with written notice to CUSTOMER. **It is the CUSTOMER's responsibility to determine the fitness of the Certified Payroll Reporting Software and the Services for their particular purpose ahead of purchase. POINTS NORTH engages resource upon receipt of the signed order form and payment. The order is therefore non-refundable.** POINTS NORTH and CUSTOMER agree that this Agreement is further governed by the Certified Payroll Terms and Conditions enclosed herewith and the additional terms incorporated by reference therein.

License

Points North hereby grants Customer a non-transferable, non-exclusive single-site license to use the Software as a Service solely for Customer's own internal purposes. Title and ownership of the Software as a Service and of the copyright in the Software as a Service remain with Points North. Customer may not make copies of the Software (except for backup purposes), nor assign, sell, distribute, lease, rent, loan, sublicense or otherwise transfer the Software. Customer may not alter, modify or adapt (nor cause to be altered, modified or adapted) the Software.

Customer's Responsibilities and Application Dependencies. Customer is responsible for accuracy of the data used to generate Salary Advisor reports and export files. Customer will accept and execute the Software as a Service via applicable means per product requirements. Points North will not knowingly provide integration with any third party software that is not supported by that third party software manufacturer or VAR (reseller). Disclosure of such after execution of this document is cause for cancellation of the project. Failure of Customer or other third party systems or procedures, including failure of Customer or third party in providing useable data (data transfer failure) to Points North Software as a Service that requires Points North Software adaptation to correct or mitigate Customer or third party system dependencies, is billable at Points North current standard development rate.

Testing. Testing of the Software as a Service is completed during deployment and training. Testing **does not** include IT support regarding permissions, security issues, or other Customer IT infrastructure issues, nor does it include Points North resources in identifying, interpreting, troubleshooting, or translating third party or Customer data errors affecting the provided Software as a Service and its logic. Such assistance is strictly considered professional services and is billable at the Points North standard hourly rate.

System Training. Points North offers a scheduled one-time remote training session with deployment of the Software as a Service specific to the use of the Software as a Service as it was intended. It is expected that a customer will have all applicable staff relative to use of the Software as a Service available for this training. Points North provides user and "train the trainer" in its training model for that session. Any additional remote training services requested will be provided to the Customer at Points North's standard hourly rate.

Support

Support is available Monday - Friday 8:00am - 5:00pm Central time. Discovery provided on issues determined as imported data issues, IT issue, and/or third party systems affecting the Points North Software as a Service are considered professional consulting services and are billable at the standard billable support rate.

Term

This license will terminate if Customer ceases use of the Software as a Service or breaches any of the terms and conditions in this agreement, including and without limitation, non-payment to Points North for the Software as a Service or billable services provided.

Non-Payment By CUSTOMER

If any amount owed from CUSTOMER to POINTS NORTH under this Agreement is sixty (60) days or more past due, then Customer shall be liable to Points North for (a) a late fee in the amount of five percent (5%) of the past due amount; (b) eight percent (8%) interest per annum on unpaid amounts; and (c) POINTS NORTH'S costs of collection including, without limitation, reasonable attorneys' fees and expenses.

Limited Warranty

Points North warrants that the Software as a Service will substantially conform in all material respects to the accompanying user manual, provided that they are used on the computer equipment and the operating system for which they were designed. The Products, however, are of such complexity that it may have inherent defects, and Customer agree that the sole remedy for such defects shall be limited to, within reasonable time, Points North providing all reasonable Software services to correct documented logic errors. This warranty shall be null and void in the event that the Software as a Service is accessed on computer equipment or operating systems not consistent with the equipment and environment for which they were designed, are modified, or merged with incompatible software products.

EXCEPT AS OTHERWISE SET FORTH ABOVE, THE SOFTWARE AS A SERVICE IS PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. PURCHASE OF THE SOFTWARE AS A SERVICE IS FINITE, AND POINTS NORTH IS NOT RESPONSIBLE FOR REPLACING THE SOFTWARE DUE TO LOSS OR DAMAGE OF ANY KIND AFTER INITIAL DEPLOYMENT.

POINTS NORTH NEITHER GUARANTEES NOR WARRANTS THE DATA SUPPLIED BY CUSTOMER. POINTS NORTH DOES NOT PROVIDE COMPLIANCE AUDITING OF CUSTOMER-SUPPLIED DATA.

LIMITATION OF LIABILITY

IN NO EVENT SHALL POINTS NORTH LIABILITY TO CUSTOMER FOR DAMAGES HEREUNDER FOR ANY CAUSE WHATSOEVER EXCEED THE AMOUNT PAID BY CUSTOMER FOR USE OF THE PRODUCT. IN NO EVENT WILL POINTS NORTH BE LIABLE FOR ANY LOST PROFITS OR OTHER INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF THE USE OR INABILITY TO USE THE SOFTWARE EVEN IF POINTS NORTH HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

Governing Law

This Agreement shall be governed by, construed, interpreted and enforced in accordance with the laws of the State of Minnesota applicable to agreements made and performed there, without regard to its conflicts of laws principles.

Notices.

Any and all notices, requests, demands or other communications which relate to the other Party's failure to perform or which otherwise affect either Party's rights under this Agreement shall be deemed properly given when furnished by receipted hand-delivery to the other Party, deposited with an express courier, or deposited with the U.S. Postal Service (postage prepaid, certified mail, return receipt requested). Except in situations involving hand-delivery, the sender shall address all notices, requests, demands or other communications to the recipient at the address below.

If to the CUSTOMER, the communication shall be sent to the authorized company representative and address listed on the Agreement unless otherwise stated. If to POINTS NORTH, the communication shall be sent to:

MRAK LLC dba Points North.
Attention: Nick Foucault, Director
371 Canal Park Drive, Suite 210
Duluth, MN 55802

1. This Agreement is between Developer and the Customer.
2. Developer, and not ADP or its vendors, is solely responsible for providing, maintaining, supporting and updating the Application and its associated services. Developer shall provide product support for the Application. Customer may access support via the following means:

Email: support@goalspan.com

3. DEVELOPER HEREBY DISCLAIMS ON BEHALF OF ADP AND APPDIRECT ANY EXPRESS, IMPLIED OR STATUTORY REPRESENTATIONS OR WARRANTIES, AND ALL OTHER WARRANTIES, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, NONINFRINGEMENT AND FITNESS FOR A PARTICULAR PURPOSE.
4. Customer's and End Users' sole and exclusive remedies shall be against Developer. ADP and AppDirect shall have no liability or obligation to Customers or End Users.
5. Customers and End Users will not (i) decompile or reverse engineer the ADP Marketplace or take any other action to discover the source code or underlying ideas or algorithm of any components thereof, (ii) copy the ADP Marketplace, (iii) post, publish or create derivative works based on the ADP Marketplace, or (iv) remove any copyright notice, trade or service marks, brand names and the like from the ADP Marketplace or related documentation.
6. ADP and AppDirect are third party beneficiaries of the above described terms and each are entitled to enforce such terms as if they each were a party to this agreement.
7. Subject to the remainder of this Section 7, Developer shall indemnify, defend and hold harmless Customer and its employees from and against any and all suits, actions, damages, costs, losses, expenses (including reasonable outside attorneys' fees) and other liabilities (each, a "Claim") arising from or in connection with allegations that the Application or any related services violates or infringes any intellectual property right of a third party, invades or infringes any right of privacy, or right of publicity, of any person or entity. Developer shall, at its sole expense, conduct the defense of any such Claim and all negotiations for its settlement or compromise; provided, however, that: (a) no settlement or compromise of such a Claim shall be entered into or agreed to without Customer's prior approval (not to be unreasonably withheld or delayed); and (b) Customer shall have the right to participate, at its own expense, in the defense and/or settlement of any such Claim to the extent necessary to protect its own interests.

