

## Points North Software as a Service License Agreement

Customer signature on the Certified Payroll Reporting Software as a Service order form is thereby acknowledgement of Customer review and acceptance of the terms and conditions of that order form and this specific License Agreement. Customer acknowledges that it has, pre-purchase, determined the fitness of the application for its use and that purchase is non-refundable.

### 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 Certified Payroll reports. 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. **It is the Customer's responsibility to determine the fitness of the Software as a Service 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.**

**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.

### 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.

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](mailto: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.