

SUBSCRIPTION AGREEMENT FOR SOFTWARE AS A SERVICE

This Subscription Agreement for Software as a Service (“Agreement”) is entered into by Weathergram Inc, a corporation organized under the laws of Oregon, headquartered at 1227 NW Davis Street Portland, Oregon 97209 (“Weathergram”), and you (“Subscriber” or “you”), as of the date you first access or use the Software (the “Effective Date”).

PLEASE READ THIS AGREEMENT CAREFULLY. THIS AGREEMENT IS A LEGAL AGREEMENT BETWEEN YOU AND WEATHERGRAM. YOU MUST REVIEW AND EITHER ACCEPT OR REJECT THE TERMS OF THIS AGREEMENT BEFORE ACCESSING OR USING THE SOFTWARE. BY EXECUTING THIS AGREEMENT, CLICKING THE “I ACCEPT” BUTTON, ACCESSING OR OTHERWISE USING THE SOFTWARE, YOU ACKNOWLEDGE THAT YOU HAVE READ ALL OF THE TERMS AND CONDITIONS OF THIS AGREEMENT, UNDERSTAND THEM, AND AGREE TO BE LEGALLY BOUND BY THEM. THIS AGREEMENT IS ENFORCEABLE AGAINST YOU AND ANY LEGAL ENTITY THAT OBTAINED THE SOFTWARE AND ON WHOSE BEHALF IT IS USED: FOR EXAMPLE, IF APPLICABLE, YOUR EMPLOYER. IF YOU DO NOT AGREE TO THE TERMS OF THIS AGREEMENT, DO NOT USE THE SOFTWARE.

1. Definitions. In this Agreement, the following capitalized terms have the meanings indicated:

1.1 “Account” means a set of shared spaces and identities accessible by a single login to the Software.

1.2 “Actual Availability” means the total number of minutes during Business Hours each month that the Software was available to Subscriber and Subscriber’s End Users.

1.3 “Additional Services” means consulting, reporting, software development, or other services in addition to those specified in this Agreement that are agreed to by the parties in a mutually executed Statement of Work.

1.4 “Affiliate” means a corporation or other business entity anywhere in the world in which Subscriber owns or controls, directly or indirectly, an equitable interest representing the right to elect the majority of the directors or persons performing similar functions or, if the law of the applicable jurisdiction does not permit such majority interest, then the maximum allowable under such law.

1.5 “Available” or “Availability” means the availability of the Software. Availability shall be calculated using the following formula:

$$\frac{\text{Actual Availability}}{[\text{Potential Availability}] - [\text{Permitted Downtime}]} = \text{Availability}$$

1.6 “Business Hours” means 8 AM – 6 PM (Pacific Standard Time) Monday through Friday, excluding federal holidays.

1.7 “Contact Person” means a person designated by Subscriber to interface with Weathergram for the purpose of obtaining support.

1.8 “Customer Content” means Subscriber and End User content, including without limitation graphics, category choices, End User posts, and communications between End Users on the Service.

1.9 “Delivery Date” means the date on which Software is delivered to Subscriber as described below in Section 3 (Delivery).

1.10 “Documentation” means the online help text and manuals provided with Software.

1.11 “End User” means the individual employees, faculty, students, alumni, parents and other users authorized by Subscriber to use the Software.

1.12 “Error” means a material failure of the Software to function in accordance with its Documentation.

1.13 “Hosted Services” means the standard web-based services provided via the Switchboard Website to support use of the Software.

1.14 “Intellectual Property Rights” or “IP” means unpatented inventions, ideas, methods, processes, patent applications, patents, design rights, copyrights, trademarks, service marks, trade names, domain name rights, know-how, trade secret rights, and all other forms of protection of a similar nature anywhere in the world.

1.15 “Maintenance and Support” means any Software maintenance or support services provided to Subscriber by Weathergram.

1.16 “Switchboard Software” or “Software” means the Switchboard community connectivity software (and accompanying Documentation, if any) licensed to Subscriber by Weathergram, including (i) any other software applications or components or graphical, video or audio content that may form a part of it or subsequently be provided by Weathergram for use with it (and not subject to a separate license agreement as provided in Section 2 (Ownership); and (ii) any Updates and Upgrades.

1.17 “Permitted Downtime” includes (i) Planned Service Downtime and (ii) any disruptions in the availability of the Hosted Services caused by Problems Beyond Weathergram’s Control.

1.18 “Planned Service Downtime” means those periods of downtime in the Availability of the Software that occur as a result of scheduled maintenance to the Weathergram infrastructure.

1.19 “Potential Availability” is the total number of minutes during Business Hours during the month.

1.20 “Problems Beyond Weathergram’s Control” means events that are caused by circumstances that are outside Weathergram’s control. Circumstances outside Weathergram’s control include (a) network, Subscriber side hardware, telecommunications malfunction or issues with other Subscriber owned computer equipment utilized by Subscriber to access the Software outside Weathergram’s infrastructure; (b) general internet problems, such as failure of

internet service providers (ISP's) including multiple ISP failures or non-availability; (c) non-compliant user activity; (d) acts or omissions of Subscriber, including but not limited to Subscriber reconfiguration of desktop equipment/PCs without Weathergram direction or approval, or other Subscriber failure(s) to adhere to Weathergram written specifications; (e) the failure of Subscriber data; (f) the failure of non-standard equipment specifically requested by Subscriber, (g) Subscriber manipulation of data on back-end servers which causes unavailability; (h) hacks, denial of service attacks and/or malicious introduction of viruses, automatically executed code and/or disabling devices; (i) backup restorations; or (j) downtime in Subscriber's internal network or intranet that causes unavailability, (k) force majeure events, including events arising from natural causes such as prolonged power failures, electrical surges due to lightening, flood, fire, etc., (l) the existence of a declared disaster (provided that, in such case, Weathergram's obligations will be governed by its internal disaster recovery plan), (m) third party software not supplied or utilized by Weathergram and software hosted by a third party; or (n) other similar disruptions.

1.21 "Schedule" means a document signed by both parties that is appended to, and identifies itself as a part of, this Agreement.

1.22 "Services" means Hosted Services, and Maintenance and Support Weathergram may provide to Subscriber or End Users.

1.23 "Service Content" means the audio and visual information, documents, software, products and services contained or made available to Subscriber and its End Users by Weathergram in the course of providing the Hosted Services.

1.24 "Switchboard Website" means the Internet website located at <www.switchboardhq.com> at which Subscriber can access and use the Switchboard Software.

1.25 "Update" means a bug fix, patch, or other revision to or modification of Software that Weathergram provides to Subscriber, including those it makes generally available to Subscribers that subscribe to its software maintenance services. Updates do not include Upgrades. An Update typically is identified by a change in a number and/or letter to the right of the first decimal point in a product's version number, as determined by Weathergram.

1.26 "Upgrade" means a major release of Software, as determined by Weathergram in its sole discretion. A major release typically is identified by a new product name or a new number to the left of the first decimal point in the version number of an existing product name.

2. Authority to Contract. IF YOU ARE ENTERING INTO THIS AGREEMENT ON BEHALF OF YOUR EMPLOYER OR OTHER LEGAL ENTITY, YOU PERSONALLY REPRESENT AND WARRANT THAT (i) you have full legal authority to bind your employer, or the applicable entity, to these terms and conditions; (ii) you have read and understand this Agreement; and (iii) you agree, on behalf of the party that you represent, to this Agreement, IN WHICH CASE THE TERMS "YOU" OR "YOUR" SHALL ALSO REFER TO AND BIND SUCH ENTITY.

3. Delivery. Weathergram will deliver to you by email the credentials required to access all licensed Software via the Switchboard Website in object code format.

4. Ownership. The Software is made available to users via the Switchboard Website and not sold. The Subscriber acknowledges that the Software, Service Content and all Intellectual Property Rights embodied in the Software and Service Content are and will remain the property of Weathergram and its licensors. Subscriber will have no right, title or interest in or to the Software or Service Content, except those rights expressly granted to Subscriber by Weathergram pursuant to this Agreement. There shall be no licenses or rights implied under this Agreement, based on any course of conduct, or other construction or interpretation thereof. All rights and licenses not expressly granted are reserved by Weathergram. Customer Content is the property of Subscriber and its affiliated End Users. Subscriber grants to Weathergram a non-exclusive, royalty-free license to use Customer Content in order to provide the Services under this Agreement. This license will terminate upon the termination of this Contract, subject to the terms of Section 14.

5. Access Rights and Restrictions.

5.1 Access Rights. Subject to the terms and conditions of this Agreement and during the Term, Weathergram grants to Subscriber a worldwide, non-exclusive, and non-transferable right, under Weathergram's Intellectual Property Rights, to access, execute, display, perform, and otherwise use the Software via the Switchboard Website in object code format for all purposes permitted in the Documentation. Subscriber's End Users shall be entitled to access and use the Software, provided that all such End Users (i) have properly registered with Weathergram, and (ii) are in compliance with Weathergram's Terms of Use and Privacy Policy (available at <https://www.switchboardhq.com/privacy>). Subscriber acknowledges and agrees that it shall be responsible for all such End Users' use of the Software.

5.2 Access Restrictions. Subscriber's employees and customers will not permit others to: (i) modify, disable, circumvent, deactivate or otherwise interfere with features of the Software; (ii) decompile, disassemble, reverse-engineer or otherwise attempt to derive the source code of the Software, except to the limited extent, if any, these activities may be permitted by law despite this restriction; (iii) modify or create derivative works of the Software; (iv) use the Software for a purpose or in a manner not permitted by the terms of Weathergram's Terms of Use or Privacy Policy, which are available at <http://www.switchboardhq.com/privacy>, and which are incorporated by reference herein, and which may be amended from time to time, and such amendments shall be similarly incorporated into this Agreement by notice to Subscriber via the Software or Services; or (v) sell, rent, lease, sublicense or redistribute Software, Software access credentials or Hosted Services.

5.3 Feedback and Requests. Weathergram may solicit, or Subscriber or Subscriber's End Users may provide comments, suggestions, ideas, feedback, recommendations or other information relating to the Software ("Feedback"), Weathergram shall be free to employ and use such Feedback in its business for all purposes without obligation to Subscriber (or, where applicable, to an End User), including without payment obligation.

6. Unauthorized Use. You will use all commercially reasonable efforts to prevent unauthorized use of the Software and Hosted Services and promptly to terminate any

unauthorized use. You will promptly notify Weathergram of any unauthorized use of, or access to, the Software and Hosted Services of which you become aware.

7. Maintenance and Support. Weathergram shall provide Subscriber with Support Services as set out below. Weathergram reserves the right to decline support where the Documentation reasonably answers user inquiries.

7.1 Error Reports. During Working Hours, Weathergram will respond as described below to Error reports submitted by Subscriber's Contact Person(s) via e-mail at support@switchboardhq.com or telephone at [insert number] (or to such other e-mail address or phone number as Weathergram may designate from time to time). Subscriber agrees to provide all direct support to End Users.

7.2 Error Report Detail; Response Times. When reporting an Error, Subscriber will describe the Error in reasonable detail, indicate the severity of the Error, and specify any error message(s) observed. Weathergram will use commercially reasonable efforts to respond to Subscriber's Error reports.

7.3 Support Plan. Weathergram's acknowledgements of Error reports will contain either a resolution of the Error or a support plan describing the steps being taken by Weathergram, and any steps to be taken by Subscriber to correct the Error. If Weathergram requests further information about an Error, Subscriber will promptly provide the requested information. Information requested by Weathergram may include, by way of example and not limitation, manuals related to Subscriber's hardware, network, or third party software.

7.4 Error Correction. Weathergram will use commercially reasonable efforts to correct, within a commercially reasonable period of time, any substantiated Error in the unaltered Software reported by Subscriber as specified above. Weathergram will determine the form of any Error correction, which may include, by way of example and not limitation, an individual patch, a work around, a maintenance release provided in the normal course of Weathergram's maintenance release schedule, or a correction to erroneous documentation

7.5 Updates. Weathergram will make Updates available to Subscriber if, as and when it makes them generally available to other subscribers. Updates will automatically become Software subject to the terms and conditions of this Agreement.

7.6 Security Notifications. Weathergram's data centers and third-party service providers are SSAE 16 compliant, and the security of Customer Content is a high priority. Weathergram will report any breaches of security that affects Subscriber's instance of the Services. If it is discovered that such breach is the result of gross negligence or malfeasance on the part of Weathergram, its employees, contractors or agents, Weathergram will provide Subscriber with a recovery and communications plan for End Users of the Service. Weathergram's liability for such a breach shall be limited according to Section 13 of this Agreement.

8. Availability. Weathergram will, subject to the terms of this Agreement, use commercially reasonable efforts to maintain the Availability of the Hosted Services at least 98.0% of the time each calendar month during the Term, exclusive of interruptions due to Problems Beyond Weathergram's Control and scheduled maintenance periods. Scheduled maintenance

periods shall be of reasonable duration and Weathergram will use reasonable efforts to provide advance notice of such scheduled maintenance.

9. Additional Services.

9.1 Statements of Work. In the event the Parties determine that additional services, such as consulting, reporting, or software development for customization of the Software, would be beneficial, Weathergram shall perform the additional services agreed to by the parties in a Statement of Work ("**Additional Services**"), which shall set forth a description of the applicable Additional Services, Deliverables, milestones, fees and payment terms, specifications, functionality, delivery, acceptance procedures and criteria, and other relevant terms. When both Parties have signed a Statement of Work, the Statement of Work shall be deemed incorporated into and made a part of this Agreement for all purposes.

9.2 Change Orders. In the event that either Party desires to make changes to the Additional Services during the Term, such Party shall so notify the other, and both Parties shall (i) negotiate in good faith towards an agreement on necessary adjustments, if any, to the other terms of this Agreement or the applicable Statement of Work required to accommodate such changes; and (ii) embody any such agreement in a written, signed change order (a "**Change Order**"), which shall be deemed incorporated into and made a part of this Agreement for all purposes. A Party shall have no obligations to perform or to pay for work that falls outside the Agreement unless such work is the subject of a Change Order.

10. Fees and Payment.

10.1 Subscription Fees. In consideration of the access rights granted by Weathergram to Subscriber in Section 5 (Access Rights and Restrictions), Subscriber shall pay to Weathergram an annual subscription fee, as set forth in Schedule 10, which will be due upon execution of this Agreement and on each anniversary thereafter, if the agreement is renewed as provided in Section 14 (Term and Termination)

10.2 Payment. Subscriber agrees to pay all fees and other charges for Software and Services it obtains. Unless otherwise agreed, all fees and charges are payable in U.S. dollars and are due net thirty (30) days from the date of invoice. Weathergram may charge a late fee of 1.5% per month or the maximum rate allowable by law, whichever is greater, on any balance remaining unpaid for more than thirty (30) days, except that interest on payments by U.S. Government Subscribers will be calculated according to the Prompt Payment Act and its implementing regulations. Prices are exclusive of all applicable taxes. Subscriber agrees to pay all taxes (including but not limited to sales, use, excise, and value-added taxes), tariffs, duties, customs fees or similar charges imposed or levied on all Software and Services it acquires pursuant to this Agreement, with the exception of taxes on Weathergram's net income and employment-related taxes incurred by personnel employed by Weathergram.

10.3 Remedies. In the event of nonpayment or persistent late payment, Weathergram may at its sole discretion suspend access to the Software, present a demand for all present and future payments owed under this Agreement for the current Term, or terminate this Agreement. This section is not

intended to limit or restrict Weathergram's right to pursue other remedies as appropriate.

11. Warranty Disclaimer. WEATHERGRAM AND ITS LICENSORS DISCLAIM ALL WARRANTIES WITH RESPECT TO ALL SOFTWARE AND SERVICES (INCLUDING ADDITIONAL SERVICE, IF ANY) AND ALL THIRD PARTY PRODUCTS AND SERVICES SUBSCRIBER OR END USERS MAY UTILIZE IN CONNECTION WITH THE SOFTWARE OR SERVICES (INCLUDING ADDITIONAL SERVICE, IF ANY), WHETHER EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE OR NON-INFRINGEMENT. IN PARTICULAR, WEATHERGRAM DOES NOT REPRESENT THAT THE SOFTWARE OR SERVICES (INCLUDING ADDITIONAL SERVICE, IF ANY) ARE ERROR FREE, WILL OPERATE IN AN UNINTERRUPTED MANNER, ARE COMPLETELY SECURE, OR WILL INTEROPERATE WITH OTHER THIRD PARTY SOFTWARE OR SERVICES. ALL HOSTED SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS AND ARE SUBJECT TO CHANGE OR TERMINATION AT ANY TIME AND FOR ANY REASON WITHOUT NOTICE. THE PROVISION OF THE HOSTED SERVICES BY WEATHERGRAM MAY BE SUBJECT TO LIMITATIONS, DELAYS, AND OTHER PROBLEMS INHERENT IN THE USE OF THE INTERNET AND ELECTRONIC COMMUNICATIONS. WEATHERGRAM SHALL NOT BE RESPONSIBLE FOR ANY DELAYS, DELIVERY FAILURES, OR OTHER DAMAGE RESULTING FROM SUCH PROBLEMS.

12. Government Subscribers and End Users.

12.1 Rights to the Software. The Software is a "commercial item" as defined at 48 C.F.R. 2.101, consisting of "commercial computer software" and "commercial computer software documentation," provided with RESTRICTED RIGHTS. For United States government agency purchases or acquisitions, other than DOD acquisitions under the authority of Federal Acquisition Regulation ("FAR") Part 12, the rights of use, reproduction, and disclosure are only as stated in Section 5 of this Agreement. For government purchases or acquisitions by the Department of Defense, the rights of use, reproduction, and disclosure are only as stated in Section 5 of this Agreement, per DFARS 227.7202 (48 C.F.R. §227-7202).

12.2 Warranties to U.S. Government Agencies. The Software and Services are "commercial items" as defined at 48 C.F.R. 2.101, consisting of "commercial computer software," and "computer software documentation." For government purchases or acquisitions through a GSA Supply Schedule contract, the government Subscriber and End User accept the standard, commercial Weathergram warranty terms per ¶ 3.a of GSA's "Terms and Conditions Applicable to . . . [SINs] 132-32 . . . , 132-33 . . . and 132-34." For government purchases or acquisitions under the authority of Federal Acquisition Regulation ("FAR") Part 12, the government Subscriber and End User accept the standard, commercial Weathergram warranty terms and FAR 52.212-4(p). For all government purchases or acquisitions that are not through a GSA Multiple Award or Federal Supply Schedule contract, the government Subscriber and end user accept the standard, commercial Weathergram warranty per FAR 46.709.

12.3 State Government Subscribers. This Agreement represents the entire Agreement between the parties. It is Subscriber's burden to identify and explain any steps of its procurement process that may impact the proper operation of this Agreement, including but not limited to rights, warranties, or payment obligations. Any state regulatory or statutory compliance issues will be separately scheduled and attached to this Agreement. IN THE ABSENCE OF SUCH SCHEDULE, WEATHERGRAM WILL ASSUME THAT THE SIGNATORY HAS FULL AUTHORITY TO CONTRACT WITH WEATHERGRAM, AND TO BIND HIS OR HER ORGANIZATION TO ALL OBLIGATIONS AND PAYMENTS OWED UNDER THIS AGREEMENT.

13. Exclusion of Damages, Limitation of Liability, and Indemnification.

13.1 Exclusion of Damages. NEITHER PARTY, NOR ANY OF THEIR DIRECTORS, OFFICERS, EMPLOYEES, AFFILIATES, OR LICENSORS, WILL HAVE ANY LIABILITY TO THE OTHER (OR, IN THE CASE OF WEATHERGRAM, TO ANY END USERS) FOR INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES (INCLUDING, WITHOUT LIMITATION, ANY LOSS OF USE, LOST PROFITS, BUSINESS OR REVENUE, LOSS OF GOODWILL OR OTHER ECONOMIC ADVANTAGE) ARISING OUT OF OR RELATED TO THIS AGREEMENT, THE SOFTWARE, OR THE SERVICES (INCLUDING ADDITIONAL SERVICE, IF ANY), EVEN IF WEATHERGRAM, SUBSCRIBER OR AN AFFILIATE HAS BEEN ADVISED OF, OR KNEW OR SHOULD HAVE KNOWN OF, THE POSSIBILITY OF SUCH DAMAGES.

13.2 Limitation of Liability. IN NO EVENT WILL EITHER PARTY'S OR ITS AFFILIATES' TOTAL LIABILITY WITH RESPECT TO ALL CLAIMS ARISING OUT OF OR RELATED TO THIS AGREEMENT EXCEED THE LOWER OF (i) DIRECT DAMAGES ACTUALLY INCURRED OR (ii) THE TOTAL AMOUNT OF ALL FEES PAID TO WEATHERGRAM BY SUBSCRIBER UNDER THIS AGREEMENT DURING THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE INCIDENT GIVING RISE TO THE CLAIM AT ISSUE.

13.3 Savings Clause. THE EXCLUSIONS OF DAMAGES AND LIMITATIONS OF LIABILITY SET FORTH IN THIS AGREEMENT HAVE BEEN EXPRESSLY BARGAINED FOR BY THE PARTIES AND REFLECT A KNOWING ALLOCATION OF THE RISKS INHERENT IN IT, AND THEY WILL APPLY EVEN IF ANY LIMITED REMEDY SPECIFIED IN THIS AGREEMENT IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE. IF THE EXCLUSIONS OF DAMAGES AND LIMITATIONS OF LIABILITY SET FORTH IN THIS AGREEMENT ARE HELD TO BE UNENFORCEABLE IN ANY RESPECT UNDER APPLICABLE LAW, WEATHERGRAM'S AND ITS AFFILIATES', AND SUBSCRIBER AND ITS' AFFILIATES', AGGREGATE LIABILITY WITH RESPECT TO ALL CLAIMS WILL BE LIMITED TO THE MAXIMUM EXTENT PERMITTED BY LAW.

13.4 Indemnification. Subscriber agrees to indemnify Weathergram and hold Weathergram harmless, including Weathergram's principals, officers, directors, shareholders, partners, and employees, from and against, and pay or reimburse Weathergram and such other indemnified persons for, any and all actions, claims, demands, proceedings, investigations, inquiries, liabilities, obligations, fines,

deficiencies, costs, expenses, royalties, losses, and damages (whether or not resulting from third party claims) related to or arising out of the execution, delivery, or existence of this Agreement or the performance by Weathergram of Services in relation to this Agreement, and to reimburse Weathergram and any other indemnified person for out-of-pocket expenses and reasonable legal and accounting expenses incurred by Weathergram or its principals, officers, directors, shareholders, partners, and employees in connection with or relating to investigating, preparing to defend, defending, asserting or prosecuting any actions, claims or other proceedings (including any investigation or inquiry) arising in any manner out of or in connection with the execution, delivery, or existence of this Agreement or Weathergram's performance of Services under it (whether or not such indemnified person is a named party in such proceeding).

14. Term and Termination.

14.1 Term. Subscriber's rights to use the Software and receive Services as provided in this Agreement will commence on the Effective Date and continue for twenty-four (24) months from the Effective Date (the "**Initial Term**"). Within sixty (60) days of the termination date, Subscriber has the option to renew for an additional twelve (12) months ("**Renewal Term**") at a price not to exceed 110% of the current annual subscription fee, and may renew for successive twelve (12) month Renewal Terms.

14.2 Termination. This Agreement may be terminated in its entirety as follows: (i) either party may terminate this Agreement due to a material breach of the other party's obligations, in which event the termination will be effective thirty (30) days after written notice to the other party, unless the other party substantially cures the breach within the thirty (30) day period; (ii) Weathergram may terminate this Agreement effective immediately upon written notice to Subscriber if Subscriber breaches any of its obligations under Section 5.2 (License Restrictions); and (iii) either party may terminate this Agreement effective immediately upon written notice to the other if a proceeding is commenced by or against the other party for relief under bankruptcy or insolvency laws or all or a substantial portion of the other party's assets are transferred to a receiver or to an assignee for the benefit of creditors.

14.3 Effect of Termination. Upon termination of this Agreement, (i) Subscriber will promptly pay all amounts due to Weathergram for Software and Services provided prior to the termination date; (ii) Subscriber and all End Users will immediately discontinue use of all Software; (iii) Weathergram will have no further obligation to provide Maintenance and Support or other Services being provided to Subscriber or End Users prior to the termination date; and (iv) Weathergram will, within thirty (30) days from the date of termination, delete, destroy, or otherwise dispose of any Customer Content residing on its servers.

15. Confidential Information.

15.1 Each party will, for a period of three (3) years after termination of this Agreement, (i) use commercially reasonable efforts to maintain the confidentiality of the other's Confidential Information; and (ii) disclose the other's Confidential Information to its employees, contractors and agents only to the extent required to provide Services under this Agreement.

Notwithstanding the foregoing, either party may disclose Confidential Information if served with a judicial or other governmental order seeking its production, in which event the party served with the order will use reasonable efforts to notify the other party of the existence of the order prior to production of any Confidential Information and cooperate with the other party in its efforts to obtain a protective order.

15.2 "Confidential Information" means shall mean non-public information concerning a party's software (including the Software), systems, products, services, research and development; customers and prospective customers; business plans and finances, and similar information of a party (a) that is marked confidential, restricted or proprietary by the disclosing party (or by any other person to whom such disclosing party has an obligation of confidence); or (b) is disclosed under circumstances where the receiving party either knew or should have known that the information should be treated as confidential. Notwithstanding the foregoing, Confidential Information does not include any information that was publicly available before it was disclosed to the recipient; becomes publicly available other than through a breach of this Agreement; is or has been disclosed to the recipient free of any obligation to keep it confidential; or is developed independently by the recipient. If Subscriber is a government agency or instrumentality, Weathergram's Confidential Information is "Confidential Commercial Information" for purposes of 5 U.S.C. § 552(b)(4) or any comparable state or local law.

16. General Provisions.

16.1 Compliance with Laws; Export and Import Restrictions. Subscriber will comply with all applicable laws and regulations of governmental bodies and agencies in its use of Software and Services and its performance under this Agreement. In particular, Subscriber acknowledges that the Software is of United States origin, and is subject to United States laws and regulations. Weathergram's data centers and the servers of its third party service providers are currently all located within the United States. However, over the course of time, the Software and Services may become subject to the export, import or other laws of other jurisdictions. Subscriber will not use or transfer the Software or Services in violation of any U.S. or foreign laws or regulations, or permit others to do so.

16.2 Force Majeure. Except in relation to payment obligations, a party affected by a Force Majeure Event will be released without liability from the performance of its obligations under this Agreement, but only to the extent and for the period that its performance is prevented by the Force Majeure Event. "**Force Majeure Event**" means an event or circumstance beyond the reasonable control of a party that prevents that party from performing its obligations under this Agreement or which makes it commercially impracticable to do so, including, but not limited to, strikes, lockouts, and other labor disturbances; equipment failure; power or communication line failures; failure of third party service providers or suppliers to perform; policies or restrictions of governments (including restrictions on export, import or other licenses); severe weather conditions or natural disasters; or vandalism, civil disturbances, war, or terrorist acts.

16.3 Waiver. No delay or omission by either party to exercise any right or power arising upon the other party's

nonperformance or breach will impair that right or power or be construed as a waiver of it. Any waiver must be in writing and signed by the waiving party. A waiver on one occasion will not be construed as a waiver of any subsequent event of nonperformance or breach.

16.4 Successors and Assigns. Each party’s rights and obligations under this Agreement will bind and inure to the benefit of its successors and assigns.

16.5 Notices. Any notice or other communication required or desired to be given in connection with this Agreement will be in writing and will be sent by post, express courier or facsimile. Notices sent to Subscriber should be directed to the address indicated above. Notices sent to Weathergram should be directed to the following address:

Switchboard c/o Weathergram
1227 NW Davis Street
Portland, OR 97209

Either party may change its address for notices under this Agreement by giving the other party notice of that change.

16.6 Governing Law and Language. The interpretation and performance of this Agreement will be governed by the laws of the State of Oregon, USA, applicable to contracts executed in and performed entirely within Oregon, but excluding any choice of law principles that would result in the application of the laws of another jurisdiction.

16.7 Severability. If any provision of this Agreement is declared void, illegal or unenforceable, the provision will be deemed amended as necessary to conform to applicable laws or regulations. If the provision cannot be so amended without materially altering the intention of the parties, the remainder of the Agreement will continue in full force and effect as if the offending provision were not a part of this Agreement.

16.8 Survival. The parties’ respective rights and obligations under Sections 2 (Ownership), 10.1 (Payment), 11 (Warranty Disclaimers), 13 (Exclusion of Damages and Limitation of Liability), Section 15 (Confidential Information), and Section 16 (Miscellaneous Provisions) will survive the termination of this

Agreement. In addition, any right or legal obligation of a party contained in any Schedule that, by its express term or nature, would reasonably extend for a period beyond the term of the Agreement will also survive the termination of the Agreement for such extended period.

16.9 Scope; Entire Agreement; Amendment. This Agreement applies to any Weathergram software products accessed or possessed (other than beta or other pre-release software), and Hosted Services, Maintenance and Support utilized, by Subscriber, unless each Party signs a written agreement superseding this Agreement at the time Licensee acquires any additional Software. This Agreement does not apply to any beta or other pre-release Software supplied to Subscriber, which will be subject to the terms of the end user license agreement accompanying the beta or other pre-release Software. This Agreement, including all Schedules, is the complete and exclusive statement of the parties’ agreement with respect to its subject matter, and it supersedes all prior communications, understandings and agreements, as well as the terms and conditions set forth in or on any purchase order, acknowledgement form or similar document Subscriber may issue, or printed on any check or other document or instrument transmitting or accompanying payment for Software or Services covered by this Agreement. Weathergram’s Terms of Use, Privacy Policies, and product and service descriptions for Software, and other Weathergram product and service offerings are accessible from the Switchboard Website at www.switchboardhq.com and are incorporated in this Agreement by reference, as they may be amended from time to time. In the event of a conflict between a provision in any of the foregoing documents and a provision in this Agreement or any Schedule, a specific statement in this Agreement or a Schedule will take precedence over a contradictory or inconsistent statement in the document. In the event of a conflict between a provision in the main text of this Agreement and a provision in a Schedule, a specific statement in a Schedule will take precedence over a contradictory or inconsistent statement in the main text of this Agreement. This Agreement may be modified or amended only by adding a Schedule agreed to in writing by the Parties.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives as of the Effective Date.

WEATHERGRAM

SUBSCRIBER

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Schedule 9
Statement of Work for Additional Services

This Statement of Work (“SOW”) is made in accordance with and subject to the provisions of the SUBSCRIPTION AGREEMENT FOR SOFTWARE AS A SERVICE, XXX, 201X (“Agreement”) between Weathergram (“Weathergram”), and XXX (“Subscriber”).

- 1. **Additional Services**
- 2. **Milestone Schedule**

Milestone Event	Start Date	Completion Date
Switchboard on-campus support and training	XXX,201X	by XXX, 201X
Switchboard announcement	XXX, 201X	XXX, 201X
Switchboard debrief	XXX, 201X	XXX, 201X

- 3. **Additional Fees.** Parties will agree upon fees for Additional Services including community building support beyond 20 total hours at a cost of \$100/hour. Reasonable travel expenses and additional features billed a la carte.
- 4. **Effective Date and Term.** This Statement of Work will commence on XXX, 201X (“Effective Date”) and will expire on XXX, 201X unless extended upon mutual agreement between the parties.
- 5. **Approval Signatures.** By signing below, Weathergram and Subscriber agree to the Statement of Work in the preceding sections of this document.

WEATHERGRAM

SUBSCRIBER

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

Schedule 10

Annual subscription fees:

\$XXX per year for one year (XXX, 201X – XXX, 201X)

Payment 1: XXX, 201X

Includes:

- Unlimited users
- Unlimited posts
- Custom site branding and banner
- Custom affiliations
- Custom subcategories
- Unlimited community moderator accounts
- Founder dashboard and user directory
- 20 hours of on-site staff training and community support (not including travel expenses)
- Early access to new features, including reports and analytics

*Please note this is preferred, beta pricing and is subject to change upon contract renewal. Additional features may be billed a la carte.