



## License Agreement

BY CLICKING THE "PLACE ORDER" BUTTON DISPLAYED AS PART OF THE ONLINE PURCHASING PROCESS OR OTHERWISE MANIFESTING YOUR AGREEMENT TO THESE TERMS, THE ENTITY IDENTIFIED DURING THE ONLINE ORDERING PROCESS OR ON AN ASSOCIATED ORDER FORM ("YOU") AGREES TO THE FOLLOWING TERMS AND CONDITIONS (THE "AGREEMENT") GOVERNING YOUR ACCESS AND USE OF CERTAIN HOSTED ONLINE OR MOBILE TECHNOLOGY SERVICES AND/OR PURCHASE OF PRODUCTS AND SERVICES OFFERED OR SOLD BY LEAFOPS ("SCCD & ASSOCIATES, LLC."). YOU ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTAND THIS AGREEMENT. THE INDIVIDUAL CLICKING "PLACE ORDER" REPRESENTS THAT HE OR SHE HAS THE POWER AND AUTHORITY TO BIND SUCH ENTITY TO THESE TERMS AND CONDITIONS. IF THE INDIVIDUAL CLICKING "PLACE ORDER" DOES NOT HAVE SUCH AUTHORITY, OR IF YOU DO NOT AGREE WITH THESE TERMS AND CONDITIONS, YOU MUST NOT CLICK THE "PLACE ORDER" BUTTON. THIS AGREEMENT IS EFFECTIVE WHEN YOU CLICK "PLACE ORDER" BELOW OR OTHERWISE MANIFEST YOUR AGREEMENT TO THESE TERMS ("EFFECTIVE DATE").

### SERVICE OVERVIEW

LeafOps offers a variety of services for sale or license through its <http://www.leafops.com> ("Site"). This Agreement governs Your purchase of or license to use (as applicable) the professional services ("Prof Services"), physical equipment, supplies, and products ("Products"), documents and other written materials ("Documentation"), mobile software applications ("Mobile App") and hosted software services and web applications ("Online Services"), in each case, that are chosen by you during the online ordering process on the Site or identified in a separate order form submitted by you to LeafOps (as applicable, the "Order Process"). Collectively, the Prof Services, Products, Documentation, Mobile App, and Online Services are the "LeafOps Products & Services." LeafOps hosts, operates, and maintains the Online Services, which are accessible via <http://www.leafops.com> or another web site or IP address designated by LeafOps. You agree that Your purchases and licenses are not contingent on the delivery of any future functionality or features, or dependent on any oral or written public comments made by LeafOps regarding future functionality or features. Additionally, if You are being granted access to view a sample of LeafOps Documentation, the terms and conditions related to Documentation apply to You.

### IF YOU PURCHASE A SUBSCRIPTION TO THE ONLINE SERVICES, THE FOLLOWING SECTIONS APPLY

#### 1 License Grant & Restrictions

1.1 Subscription to the Online Service. Subject to the terms of this Agreement, including payment of all applicable fees LeafOps hereby grants to You a nonsublicensable, non-transferable, non-exclusive subscription for You to access and use the specific services and feature sets of the Online Service specified during the Order Process (a) at the locations identified in the Order Process, (b) subject to any limitations in the Order Process, (c) in accordance with the User Documentation, and (d) solely for Your internal business purposes ("Subscription"). LeafOps and its licensors reserve all rights not expressly granted to You in this Agreement.

1.2 Restrictions. You shall not (i) license, sublicense, sell, resell, use as a service bureau, or otherwise use the Online Service for a third party's benefit unless such use has been authorized

by LeafOps; (ii) transfer, assign, distribute or otherwise commercially exploit or make the Online Service, or Content available to any third party not authorized by LeafOps; (iii) modify or make derivative works based upon the Online Service or the Content; (iv) reverse engineer or decompile the Online Service; (v) interfere with or make use of the Online Service in any manner not consistent with the User Documentation, or (vi) access the Online Service for purposes of monitoring its availability, performance or functionality, or for any other benchmarking or competitive purposes.

**2 Your Responsibilities** You are responsible and liable for all activity occurring by your Users and under Your User accounts. You shall: (i) use best efforts to prevent unauthorized access to, or use of, the Online Service, and will notify LeafOps promptly of any unauthorized use of any password or account or any other known or suspected breach of security; (ii) report to LeafOps immediately and use reasonable efforts to stop immediately any unauthorized copying or distribution of Content that is known or suspected by You or Your Users; and (iii) not impersonate another Online Service user or provide false identity information to gain access to or use the Online Service. You will not attempt to or use Your access to the Online Service to knowingly interfere with or disrupt the integrity or performance of the Online Service or the data contained therein.

**3 Support** If You have paid LeafOps all applicable fees due, will provide you the level of Support Services you have purchased only to Your designated contact during Business Hours in the English language. To receive Support Services, You must email support to [www.LeafOps.com](http://www.LeafOps.com) or telephone one of the LeafOps offices as listed on the LeafOps website Support page.

#### **4 Fees, Billing, Renewal**

**4.1 Fees.** Fees for the initial term of the Online Service are described on the Site and during the Order Process. Any renewal charge will be based on LeafOps then-current fees. LeafOps can modify the prices by providing You at least 30 days' prior notice. All fees due are payable in U.S. Dollars. LeafOps's fees are exclusive of all taxes, levies, or duties imposed by taxing authorities, and you shall be responsible for payment of all such taxes, levies, or duties, excluding only United States (federal or state) taxes based solely on LeafOps's income.

**4.2 Billing; Payment.** LeafOps will automatically charge your credit card or other payment method accepted by LeafOps in advance for each month you use the Online Service. You hereby authorize LeafOps to charge such credit card or other payment method accepted by LeafOps for all Online Services for the initial subscription term and any renewal subscription term(s). Such fees shall be paid monthly in advance. You are responsible for providing complete and accurate billing and contact information and notifying LeafOps of any changes to such information. All payment obligations are non-cancelable and all amounts paid are nonrefundable, except as expressly set forth in the Agreement to the contrary.

**4.3 Non-Payment.** In addition to any other rights granted to LeafOps herein, LeafOps reserves the right to suspend Your access to and use of the Online Service if You fail to pay any undisputed amount owed on or before its due date. Overdue amounts are subject to a late charge of 1.0% per month, or the maximum permitted by law, whichever is less, plus all expenses of collection. If You or LeafOps initiates termination of this Agreement, You will be obligated to pay the balance due on Your account.

**5 Term** The Subscription commences on the Effective Date and will continue for an initial term of 1 month ("Initial Term") from the Effective Date unless terminated earlier as allowed in this Agreement. Upon the expiration of the Initial Term, the term of this Subscription will automatically extend for successive terms of 1 month at LeafOps's then-current fees, provided that either party may terminate this Agreement, effective upon the expiration of the Initial Term or the then-current extension period, by notifying the other party in writing at least 30 calendar days prior to the expiration of the Initial Term or then-current extension term, as applicable.

**6 Suspension; Termination for Cause** If You are in breach of this Agreement, LeafOps may suspend Your access to and use of the Online Service until You have cured the breach. Additionally, either party may terminate this Agreement or the Subscription upon written notice if the other party materially breaches the Agreement and, if curable, does not cure such breach within 30 days after written notice of such breach. Upon the termination of this Agreement for any reason: (a) any amounts owed to LeafOps by You under this Agreement before such termination will become immediately due and payable, and (b) LeafOps will terminate Your access to or use

of the Online Service. The rights and duties of the parties under the following paragraphs of this section will survive the termination or expiration of this Agreement for any reason: 2, 4, 6, 7, 8, and 9. If the Subscription is terminated by You in accordance with this paragraph due to LeafOps's uncured breach, LeafOps will refund You any prepaid fees for the Online Service covering the remainder of the term of all Order Forms after the effective date of termination. In no event will termination relieve You of Your obligation to pay any fees payable to LeafOps for the period prior to the effective date of termination.

#### 7 Disclaimer of Warranties

LEAFOPS AND ITS LICENSORS MAKE NO REPRESENTATION, WARRANTY, OR GUARANTY AS TO THE RELIABILITY, TIMELINESS, QUALITY, SUITABILITY, TRUTH, AVAILABILITY, ACCURACY OR COMPLETENESS OF THE ONLINE SERVICE OR ANY CONTENT, AND THE ONLINE SERVICE AND ALL CONTENT IS PROVIDED TO YOU STRICTLY ON AN "AS IS, AS-AVAILABLE" BASIS. ALL CONDITIONS, REPRESENTATIONS AND WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, TITLE, FITNESS FOR A PARTICULAR PURPOSE, OR NONINFRINGEMENT OF THIRD PARTY RIGHTS, ARE HEREBY DISCLAIMED TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW BY LEAFOPS AND ITS LICENSORS.

#### 8 Mutual Indemnification

8.1 Your Indemnity. You shall indemnify and hold LeafOps, its licensors and each such party's parent organizations, subsidiaries, affiliates, officers, directors, employees, attorneys and agents harmless from and against any and all claims, costs, damages, losses, liabilities and expenses (including attorneys' fees and costs) arising out of, or in connection with a claim arising from or related to Your use of the Online Service.

8.2 LeafOps's Indemnity. If any action is instituted by a third party against You based upon a claim that the Online Service, as provided, infringes a United States patent, copyright or trademark, then LeafOps will defend such action at its own expense on behalf of You and will pay all damages attributable to such claim which are finally awarded against You or paid in settlement of such claim. LeafOps may, at its option and expense, and in addition to defending You as set forth in the previous sentence, as Your exclusive remedy hereunder: (a) procure for You the right to continue using the Online Service; (b) replace or modify the Online Service so that it is no longer infringing but continues to provide comparable functionality; or (c) terminate this Agreement and Your access to the Online Service and refund any amounts previously paid for the Online Service attributable to the remainder of the then-current term of this Agreement. LeafOps will have no liability to You for any infringement action that arises out of a breach of the terms and conditions of this Agreement by You or of the use of the Online Service (i) after it has been modified by You or a third party without LeafOps's prior written consent, or (ii) in combination with any other service, equipment, software or process not provided by LeafOps where the combination is the basis for the infringing activity. THIS SECTION SETS FORTH THE ENTIRE OBLIGATION OF LEAFOPS AND YOUR EXCLUSIVE REMEDY AGAINST LEAFOPS OR ANY OF ITS SUPPLIERS FOR ANY INFRINGEMENT CLAIM.

8.3 Procedure. A party seeking indemnification under this Section 8 will (a) give written notice of the claim promptly to the other party; (b) give the other party sole control of the defense and settlement of the claim; and (c) provide to the other party all available information and assistance.

### IF YOU PURCHASE A LICENSE TO USE A MOBILE APP, THE FOLLOWING SECTIONS APPLY

1 Mobile App If You have engaged LeafOps to white-label a Mobile App (e.g., brand the Mobile App with your logos or trademarks), then you hereby grant LeafOps a nonexclusive license to your logos and trademarks as is necessary to perform the services requested. In exchange for your payment of applicable fees, LeafOps will white-label the Mobile App as agreed by the parties. LeafOps will use reasonable efforts to distribute the Mobile App through supported distribution channels, and You will cooperate with LeafOps with regard to distribution of the Mobile App. 2 Distribution Subject to the terms of this Agreement, LeafOps hereby grants to You

a non-sublicensable, non-transferable, non-exclusive license to make the Mobile App available to your Users through the supported distribution channels. LeafOps and its licensors reserve all rights not expressly granted to You in this Agreement.

3 Your Responsibilities You are solely responsible and liable for: (a) obtaining all necessary permissions, licenses, and authorizations for the distribution and use of the Mobile App, (b) ensuring that the Mobile App and its use complies with all applicable laws, rules, and regulations, and (c) ensuring that the Mobile App is offered to Your Users under any terms and conditions required by LeafOps.

4 Your Data You acknowledge that if you choose to integrate the Mobile App with the Online Services, Your Data will be transferred from the Mobile App to the Online Service.

## YOU PURCHASE PROFESSIONAL SERVICES, THE FOLLOWING SECTIONS APPLY

1 Professional Services All Professional Services purchased by You shall be described on the Site or an associated order form signed by both parties. You agree to retain LeafOps to perform the Prof Services, and LeafOps agrees to perform the Prof Services on the terms and subject to the conditions and assumptions set forth in this Section. You and LeafOps expressly acknowledge and agree that any schedules or timelines shall not be considered firm or fixed performance dates, are only to be regarded as estimated beginning and completion dates for the tasks and activities to be performed hereunder and are expected to be revised during the term of any engagement. All Prof Services and Deliverables are accepted upon delivery and are nonrefundable.

2 Location and Access LeafOps may perform the Prof Services at Your premises, LeafOps'S premises or such other premises that You and LeafOps may deem appropriate. You will permit LeafOps to have reasonable access to Your premises, personnel and computer equipment for the purposes of performing the Prof Services at Your premises.

3 Your Assistance You shall provide LeafOps with such resources, information, cooperation, and assistance as LeafOps may reasonably request in connection with the performance of the Prof Services. Without limiting the generality of the foregoing, in the event the Prof Services are provided on Your premises, You shall provide safe and adequate space, power, network connections, and other resources as reasonably requested by LeafOps , whether requested during regular business hours or otherwise. You acknowledge and agree that LeafOps'S ability to successfully perform the Prof Services in a timely manner is contingent upon its receipt from You of the information, resources and assistance requested. LeafOps shall have no liability for deficiencies in the Prof Services or Deliverables, or failure to meet any Schedule, resulting from the acts or omissions of You, its agents or employees or performance of the Prof Services in accordance with Your instructions.

4 Your Information You acknowledge and agree that LeafOps may, in performing its obligations pursuant to this Agreement, be dependent upon or use data, material, and other information furnished by You without any independent investigation or verification thereof, and that LeafOps shall be entitled to rely upon the accuracy and completeness of such information in performing the Prof Services. LeafOps, in performing the Prof Services, will be making recommendations and providing advice, but all decisions as to implementing such advice and recommendations shall be made by and shall be the sole responsibility of the You and LeafOps shall be entitled to rely on all such decisions of You.

5 Non-solicit During the term of this Agreement and for a period of 12 months thereafter, You shall not solicit, negotiate with or offer employment to (whether as an employee, officer, director, partner, consultant or otherwise), directly or indirectly, LeafOps'S present or former personnel, with whom You have either had contact or been referred to during the term of this Agreement, without first notifying an authorized designee of LeafOps of such intent in writing. Due to the scarcity of human resources that possess the skills and experience necessary to perform services on behalf of LeafOps, You acknowledge that LeafOp'S damages and losses resulting from any breach of this Section 5 would be extremely difficult to fix in an actual and accurate

amount. Therefore, it is further agreed that if You breach this Section 5 by hiring any LeafOps personnel (whether as an employee, officer, director, partner, consultant or otherwise), You will pay a fee equal to one hundred percent (100%) of the projected one-year annualized compensation for the person or persons hired as liquidated damages. This fee would be payable immediately upon acceptance of hire.

6 Ownership "LeafOps Technology" means any ideas, inventions, intellectual property, concepts, know-how, knowledge, techniques, tools, information, trade secrets, approaches, methodologies, templates, operating instructions, standardized features, other technology, or any intellectual property rights created, developed, owned or licensed by LeafOps (i) prior to the Effective Date of this Agreement, (ii) during the term of this Agreement but outside the scope of this Agreement, or (iii) during the term of this Agreement that are generally applicable and not specific to You. Other than LeafOps Technology, all work product that LeafOps creates specifically for You that is described in writing signed by both parties (the "Deliverables") and all patents, copyrights, trade secrets or other proprietary rights in or to the Deliverables are and will be the sole and exclusive property of You, and LeafOps hereby assigns ownership of Deliverables to You. Notwithstanding the foregoing, LeafOps shall own all worldwide right, title and interest in and to the intellectual property rights embodied in the LeafOps Technology, whether or not such LeafOps Technology is incorporated into any Your Deliverables. Nothing in this Agreement shall prevent LeafOps from creating derivative works based on the LeafOps Technology, developing, modifying, using, marketing, distributing or otherwise commercially exploiting the LeafOps Technology in any manner. LeafOps reserves all rights not expressly granted to You under this Agreement. Nothing contained herein shall be construed as limiting LeafOps'S rights to commercially use or market in the conduct of LeafOps'S business general ideas, concepts, knowhow, knowledge, market analysis, frameworks, techniques, tools, approaches, and methodologies or other residual values possessed or known to LeafOps or learned or developed during the course of providing the Prof Services, without obligation of any kind to You.

7 Limited Warranty LeafOps represents and warrants that LeafOps will perform the Prof Services in a good and workmanlike manner. As LeafOps'S sole obligation and Your sole and exclusive remedy for breach of this warranty, LeafOps will re-perform any defective services at no additional cost to You or, if LeafOps reasonably determines that doing so would be impractical or costprohibitive, refund to You all fees paid for the Deliverable to the extent of the defect; provided, in each case, that You notify LeafOps in writing of the defect within 90 days of completion of the applicable Prof service.

## IF YOU PURCHASE PRODUCTS, THE FOLLOWING SECTIONS APPLY

1 Returns/Cancellations You may cancel any Product for any reason within 30 days of the date of purchase. 2 Warranty for Products LeafOps does not offer a warranty for any Products, but will pass through (to the extent allowed) any warranty offered by the manufacturer of the Products. LeafOps will provide you reasonable assistance to obtain warranty service from the manufacturer of the Product. You must contact the Product manufacturer to obtain warranty repair or replacement services.

3 Disclaimer of Warranty LEAFOPS DOES NOT MAKE, AND HEREBY DISCLAIMS, ALL WARRANTIES AND CONDITIONS INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE OR NONINFRINGEMENT OF THIRD PARTY RIGHTS. NO WARRANTIES ARE MADE BY ANY OF LEAFOPS LICENSORS OR SUPPLIERS. NO AGENT, REPRESENTATIVE OR EMPLOYEE OF LEAFOPS HAS ANY AUTHORITY TO MAKE ANY REPRESENTATIONS OR WARRANTIES ON BEHALF OF COMPANY.

4 Use of Products You shall indemnify LeafOps against all claims, losses, damage, injury, or other liability arising out of or related to the use of the Products, whether sold separately or incorporated into any of the Customer's products or services.

5 Delivery of Products. Delivery and completion dates are estimates; LeafOps will use commercially reasonable efforts to meet desired delivery and completion dates, but will not be liable to You in any way for any late implementation or completion. Delivery requests not

conforming to LeafOp's lead times are subject to expedite fees. LeafOps shall not be responsible for any delays caused by Force Majeure. Title to and risk of loss for Products passes to You upon delivery to the carrier. The Products are deemed accepted upon receipt by You. 12 monthly payment terms. LeafOps will charge your credit card on file or other authorized payment method for Products upon purchase.

## IF YOU PURCHASE A LICENSE DOCUMENTATION, THE FOLLOWING SECTIONS APPLY

1 License Documentation is licensed and not sold. Subject to the terms and conditions of this Agreement, LeafOps hereby grants to You a non-exclusive, non-transferable, limited, revocable license, without the right to sublicense, to download and use the Documentation for your internal business purposes which, if applicable, includes the limited right to share Documentation with governmental regulators.

2 Restrictions You shall not reproduce, reveal, share, distribute or make available Documentation to any third party except as expressly authorized in paragraph 1 of this section, and You acknowledge and agree that the Documentation is licensed for your personal or internal business use only. Except as otherwise authorized by LeafOps, You shall not, and to ensure that your users shall not:

2.1 use, copy, adapt, translate, modify, sub-license, sell or distribute any portion of Documentation other than to the extent that they are expressly licensed to do so under the Agreement or as otherwise expressly permitted by law, where such rights cannot be modified by agreement; 2.2 allow any access or use of Documentation other except as expressly permitted in Section 1; and 2.3 create derivative works whether using all or some of the Documentation.

3 Trial LeafOps may grant you a temporary trial period to review the Documentation before you purchase a license to it ("Trial Period"). All of the terms, conditions, and restrictions of this Agreement apply to your temporary access and viewing of Documentation during the Trial Period.

4 Warranty; Indemnity THE ENTIRE RISK OF USING DOCUMENTATION IS ON YOU. DOCUMENTATION IS PROVIDED "AS-IS," WITHOUT WARRANTY OF ANY KIND. You agree to indemnify, defend and hold harmless LeafOps and from any claim or cause of action arising out of or relating to use of the Documentation by individuals or entities which have not been authorized by this Agreement to have access to and/or use the Documentation.

## THE FOLLOWING SECTIONS APPLY IN ALL CASES

1 Users You are responsible and liable for each of your Users' compliance with this Agreement.

2 Ownership LeafOps and its licensors own all rights, title and interest, including all related Intellectual Property Rights, in and to the LeafOps Products and Services, and any suggestions, ideas, enhancement requests, feedback, recommendations or other information provided by You or any other party relating to the LeafOps Products & Services. The LeafOps name, the LeafOps logo, and the product names associated with the LeafOps Products & Services are trademarks of LeafOps or third parties. All rights not expressly granted are hereby retained.

3 Suspension; Termination for Cause If You are in breach of this Agreement, LeafOps may suspend its performance (including your access and use of LeafOps Products & Services) until You have cured the breach. Additionally, either party may terminate this Agreement upon written notice if the other party materially breaches the Agreement and, if curable, does not cure such breach within 30 days after written notice of such breach. Upon the termination of this Agreement for any reason: (a) any amounts owed to LeafOps by You under this Agreement before such termination will become immediately due and payable, and (b) LeafOps will terminate Your access to or use of the Online Service. The rights and duties of the parties under the following paragraphs of this section will survive the termination or expiration of this Agreement for any reason: 2 4-10, 14, and 15. Additionally, all of your payment obligations under this Agreement shall survive termination or expiration for any reason.

4 Indemnification You shall release, defend, indemnify and hold harmless LeafOps(including its officers, directors, employees, affiliates, independent contractors, distributors, agents and successors) against any expense, loss, cost or liability (including, without limitation, interest, penalties, attorney fees and paralegal fees) arising from any and all claims, demands, damages or actions resulting from or related to (a) use or receipt of the LeafOps Products & Services by Customer and its agents, employees, and independent contractors; (b) Your negligence or Your actions (or any failure to act) hereunder; (c) any breach by You of Your obligations hereunder; (d) Your or your business operation's violation or alleged violation of applicable law, rule, or regulation; or (e) LeafOps's provision of LeafOps Products & Services to You other than to the extent the liability arises from LeafOps's gross negligence, intentional misconduct, or material breach of the Agreement.

5 Warranty. Representations & Warranties Each party represents and warrants that it has the legal power and authority to enter into this Agreement. You represent and warrant that: (a) You shall abide by all applicable local, state, national and foreign laws, treaties and regulations in connection with Your business operations and the use of the Online Service, including those related to data privacy such as the Health Insurance Portability and Accountability Act of 1996 (as amended), and (b) You own or have obtained all rights, consents, permissions, or licenses necessary to allow the Online Service access to, or possession, manipulation, processing, or use of Your Data.

#### 6 Disclaimer

6.1 EXCEPT AS EXPRESSLY SET FORTH TO THE CONTRARY IN THIS AGREEMENT, ALL LEAFOPS PRODUCTS & SERVICES ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND. LEAFOPS PROVIDES NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NONINFRINGEMENT WITH RESPECT TO DOCUMENTATION, LEAFOPS PRODUCTS & SERVICES, OR OTHER INFORMATION OR DATA PROVIDED UNDER THIS AGREEMENT. LEAFOPS PROVIDES NO WARRANTIES, EXPRESS OR IMPLIED, THAT THE DOCUMENTATION, LEAFOPS PRODUCTS & SERVICES, OR OTHER INFORMATION OR DATA PROVIDED IS ACCURATE, CURRENT, CORRECT, COMPLETE, OR APPROPRIATE FOR YOUR INTENDED USE. LEAFOPS DOES NOT WARRANT ANY RESULTS FROM THE USE OF ANY LEAFOPS PRODUCTS & SERVICES. IT IS EXPRESSLY UNDERSTOOD BY THE PARTIES THAT IT IS YOUR RESPONSIBILITY TO VERIFY INFORMATION OR DATA OBTAINED UNDER THIS AGREEMENT.

6.2 YOU UNDERSTAND THAT LEAFOPS, INCLUDING ITS AFFILIATES, IS AN INFORMATION PROVIDER AND DOES NOT PROVIDE LEGAL, FINANCIAL OR OTHER PROFESSIONAL ADVICE. THE DOCUMENTATION WAS NOT NECESSARILY PREPARED OR COMPILED BY PERSONS LICENSED TO PRACTICE LAW IN A PARTICULAR JURISDICTION. THE DOCUMENTATION AND OTHER INFORMATION, MATERIALS AND OPINIONS (IF ANY) CONTAINED IN THE DOCUMENTATION OR PROF SERVICES ARE FOR GENERAL INFORMATION PURPOSES ONLY, ARE NOT INTENDED TO CONSTITUTE LEGAL OR OTHER PROFESSIONAL ADVICE, AND SHOULD NOT BE RELIED ON OR TREATED AS A SUBSTITUTE FOR SPECIFIC ADVICE RELEVANT TO PARTICULAR CIRCUMSTANCES. NEITHER LEAFOPS NOR ITS AFFILIATES NOR ANY OF ITS THIRD PARTY SUPPLIERS SHALL BE LIABLE FOR ANY LOSS THAT MAY ARISE FROM ANY RELIANCE BY SUBSCRIBER, OR ANY THIRD PARTIES, ON THE DOCUMENTATION OR OTHER INFORMATION OR MATERIALS OBTAINED BY YOU THROUGH LEAFOPS PRODUCTS & SERVICES. 6.3 YOU ALSO ACKNOWLEDGE THAT EVERY BUSINESS DECISION INVOLVES THE ASSUMPTION OF RISK AND THAT LEAFOPS, IN FURNISHING THE DOCUMENTATION AND OTHER INFORMATION TO YOU, DOES OR WILL UNDERWRITE THAT RISK, IN ANY MANNER WHATSOEVER. YOU THEREFORE AGREE THAT LEAFOPS WILL NOT BE LIABLE FOR ANY LOSS, DAMAGE OR INJURY CAUSED IN WHOLE OR IN PART BY LEAFOPS'S NEGLIGENCE IN PROCURING, COMPILING, COLLECTING, INTERPRETING, REPORTING, COMMUNICATING OR DELIVERING THE DOCUMENTATION OR OTHER INFORMATION.

#### 7 Limitation of Liability

7.1 TO THE EXTENT PERMITTED BY APPLICABLE LAW, LEAFOPS'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, INCLUDING THE

LEAFOPS PRODUCTS & SERVICES, WILL NOT EXCEED THE TOTAL AMOUNT PAID BY YOU HEREUNDER IN THE 1 MONTH PRECEDING THE FIRST INCIDENT GIVING RISE TO LIABILITY. THE ABOVE LIMITATIONS WILL APPLY WHETHER AN ACTION IS IN CONTRACT OR TORT AND REGARDLESS OF THE THEORY OF LIABILITY.

7.2 TO THE EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL LEAFOPS BE LIABLE TO ANYONE FOR ANY INDIRECT, PUNITIVE, SPECIAL, EXEMPLARY, INCIDENTAL, CONSEQUENTIAL OR OTHER DAMAGES OF ANY TYPE OR KIND (INCLUDING LOSS OF DATA, REVENUE, PROFITS, USE OR OTHER ECONOMIC ADVANTAGE) ARISING OUT OF, OR IN ANY WAY CONNECTED WITH THE LEAFOPS PRODUCTS & SERVICES, OR THIS AGREEMENT, EVEN IF THE PARTY FROM WHICH DAMAGES ARE BEING SOUGHT OR SUCH PARTY'S LICENSORS HAVE BEEN PREVIOUSLY ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

7.3 TO THE EXTENT PERMITTED BY APPLICABLE LAW, LEAFOPS SHALL NOT BE LIABLE FOR ANY DEMAND, CLAIM, LOSS, LIABILITY, DAMAGE, COST OR EXPENSE REGARDLESS OF FORM OF ACTION, FOR ANY DAMAGES RESULTING FROM THE USE OF ANY DOCUMENTATION, INFORMATION, LEAFOPS PRODUCTS & SERVICES, OR DATA PROVIDED UNDER THIS AGREEMENT.

#### 8 Confidentiality

8.1 Each party (the "Disclosing Party") may from time to time disclose to the other party (the "Receiving Party") certain information regarding the business, products, or services of the Disclosing Party and its suppliers, including technical, marketing, financial, employee, planning, and other confidential or proprietary information, including information that the Receiving Party knew or should have known, under the circumstances, was considered confidential or proprietary by the Disclosing Party ("Confidential Information").

8.2 The Receiving Party will not use any Confidential Information of the Disclosing Party for any purpose other than exercising its rights or exercising its obligations under this Agreement, and will disclose the Confidential Information of the Disclosing Party only to the employees or contractors of the Receiving Party who have a need to know such Confidential Information for purposes of the Agreement and who are under a duty of confidentiality no less restrictive than the Receiving Party's duty under this Section 6.2. The Receiving Party will protect the Disclosing Party's Confidential Information from unauthorized use, access, or disclosure in the same manner as the Receiving Party protects its own confidential or proprietary information of a similar nature and with no less than reasonable care.

8.3 The Receiving Party's obligations under Section 6.2 with respect to any Confidential Information of the Disclosing Party will not apply if such information: (a) was already known to the Receiving Party without restriction at the time of disclosure by the Disclosing Party; (b) was disclosed to the Receiving Party by a third party who had the right to make such disclosure without any confidentiality restrictions; (c) is, or through no fault of the Receiving Party has become, generally available to the public; or (d) was independently developed by the Receiving Party without access to, or use of, the Disclosing Party's Confidential Information. In addition, the Receiving Party will be allowed to disclose Confidential Information of the Disclosing Party to the extent that such disclosure is (i) approved in writing by the Disclosing Party, (ii) necessary for the Receiving Party to enforce its rights under the Agreement in connection with a legal proceeding; or (iii) required by law or by the order of a court of similar judicial or administrative body, provided that the Receiving Party notifies the Disclosing Party of such required disclosure promptly and in writing and cooperates with the Disclosing Party, at the Disclosing Party's request and expense, in any lawful action to contest or limit the scope of such required disclosure. Disclosure pursuant to Section 6.3(iii) shall not render Confidential Information as non-confidential or remove such Confidential Information from the obligations of the confidentiality obligations set forth in this Section 13.

8.4 The Receiving Party will return to the Disclosing Party or use reasonable efforts to destroy all Confidential Information of the Disclosing Party in the Receiving Party's possession or control promptly upon the written request of the Disclosing Party upon the expiration or termination of the Agreement. The Receiving Party will certify in writing signed by an officer of the Receiving Party that it has fully complied with its obligations under this Section 6.4.



9 Your Data LeafOps does not own Your Data. You retain all right, title and interest in and to Your Data. You grant to LeafOps all necessary licenses and rights in and to Your Data solely as necessary for LeafOps to provide LeafOps Products & Services to You or as required by law. LeafOps will not knowingly use or access any of Your Data except as necessary to provide the LeafOps Products & Services or as otherwise allowed in the Agreement. You are solely responsible for Your Data including without limitation the accuracy, quality, integrity, legality, reliability, appropriateness of the foregoing, and obtaining any Intellectual Property Rights ownership or right to use the foregoing. You will not provide, post or transmit any Your Data that: (a) infringe or violate any Intellectual Property Rights, publicity/privacy rights, law or regulation; or (b) contain any Malicious Code, or other elements that may damage, surreptitiously intercept or expropriate any system, data or personal information. LeafOps may take remedial action, including immediate suspension of Your access to the LeafOps Products & Services, if Your Data violates this Section 7.

10 Aggregated Data LeafOps reserves the right to de-identify any data, information or content obtained by LeafOps from You or arising from your use or receipt of LeafOps Products & Services, including, without limitation, Your Data ("Deidentified Data"). LeafOps may use De-identified Data for any lawful purpose. You hereby by expressly, perpetually, and irrevocably authorize LeafOps to collect, create, and use De-identified Data for any lawful purpose.

11 Legal Requests LeafOps may access and share any information you provide us or that we collect about you under this Agreement, including without limitation, Your Data, if we have a good faith belief we are required to do so under applicable law. For instance, we may share your information in response to a search warrant, court order or subpoena. Also, LeafOps may also access and share information when we have a good faith belief it is necessary to detect, prevent and address illegal activity, to protect LeafOps from legal or civil liability; or to prevent death or imminent bodily harm.

12 Assignment; Change in Control This Agreement may not be assigned by You without the prior written approval of LeafOps. Any purported assignment in violation of this section shall be void.

13 Publicity You grant LeafOps a limited and revocable license and right to use its name and logo on customer lists and related advertising materials in any commercially reasonable manner.

14 Force Majeure LeafOps shall not be liable for any failure by LeafOps to perform its obligations under this Agreement because of circumstances beyond the reasonable control of LeafOps, which such circumstances shall include (without limitation) natural disaster, terrorism, riot, sabotage, labor disputes, war, any acts or omissions of any government, governmental authority or third party, declarations of governments, transportation delays, power failure, computer failure, telecommunications failure, third party technology, Your failure to cooperate with the reasonable requests of LeafOps and any other events reasonably beyond the control of LeafOps

15 General This Agreement shall be governed by state law without giving effect to any conflicts of laws principles that require the application of the law of a different jurisdiction, and any disputes, actions, claims or causes of action arising out of or in connection with this Agreement or the Online Service shall be subject to the exclusive jurisdiction of the state and federal courts located in your state of business. No text or information set forth on any other purchase order, preprinted form or document (other than an associated LeafOps quote or invoice, if applicable) shall modify the terms and conditions of this Agreement. In the event of a conflict between the terms in the main body of this Agreement and the terms in any LeafOps quote or invoice, the quote or invoice will prevail and control. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, then such provision(s) shall be construed, as nearly as possible, to reflect the intentions of the invalid or unenforceable provision(s), with all other provisions remaining in full force and effect. The parties are independent contractors and this Agreement does not create any joint venture, partnership, employment, or agency relationship between You and LeafOps. The failure of LeafOps to enforce any right or provision in this Agreement shall not constitute a waiver of that or any future right or provision unless acknowledged and agreed to by LeafOps in writing. This Agreement, together with any associated LeafOps quote or invoice, comprises the entire agreement between You and LeafOps and supersedes all prior or contemporaneous negotiations, discussions or agreements, whether written or oral, between the parties regarding the subject matter contained herein, including any previously executed electronic version of a LeafOps subscription agreement, commonly known as

a clickthrough or EULA ("Clickthrough"). All notices, required or permitted under this Agreement must be delivered in writing by courier, facsimile, or by certified or registered mail (postage prepaid and return receipt requested) to the other party at its address set forth in this Agreement. Notice hereunder will be effective (a) upon receipt or 3 days after being deposited in the mail as required above with the postal authority of the receiving party's country, whichever occurs sooner, or (b) if delivered by email, upon receipt of email if delivered by email with a fax confirmation sent on the same day. Any notice to LeafOps will be delivered to SCCD & ASSOCIATES, LLC. DBA LeafOps 1500 N Wakonda St. Flagstaff, AZ. 86004. Any delay in or failure of performance by either party under this Agreement will not be considered a breach of this Agreement and will be excused to the extent caused by any Force Majeure.

16 Definitions As used in this Agreement the following terms have these meanings: "Affiliate" means any entity (now existing or hereafter formed or acquired), which, directly or through one or more intermediaries, controls, is controlled by, or is under common control with, another entity. Ownership of fifty percent (50%) or more of the voting stock, membership interests, partnership interests, or other equity of an entity shall be deemed to be in control over such entity.

"Appropriate Security Measures" means commercially reasonable technical, physical and procedural controls to (i) protect Your Data against destruction, loss, alteration, unauthorized disclosure to third parties, and unauthorized access by employees or contractors employed by LeafOps, and (ii) prevent the introduction of Malicious Code into the Online Service and Content.

"Business Hours" shall mean the hours between 7 a.m. and 6 p.m., Mountain Time, Monday through Friday in North America, excepting recognized national holidays. "LeafOps System" means the hardware, software, network equipment, and other technology used by LeafOps to deliver the Online Service, and any other of LeafOps's proprietary technology (including software, hardware, products, processes, algorithms, user interfaces, know-how, techniques, designs and other tangible or intangible technical material or information) made available to You by LeafOps in providing the Online Service. "Content" means the visual information, documents, software, products and services contained or made available to You in the course of using the Online Service, other than Your Data. "Your Data" means any information provided, made available, or submitted by You to the Online Service or Mobile App or retrieved by the Online Service or Mobile App from You. "User Documentation" means LeafOps's published documentation, knowledge base articles and other content that are generally made available by LeafOps to all customers, including without limitation the materials located at [www.LeafOps.com/support](http://www.LeafOps.com/support) "Excluded Downtime" means any time the Online Service is not available because of a Force Majeure or Planned Downtime. "Force Majeure" means events or circumstances beyond a party's reasonable control, including without limitation, acts of God, acts of government, flood, fire, earthquakes, civil unrest, acts of terror, strikes or other labor problems (other than those involving LeafOps's employees), telecommunications or network failures or delays, service or computer failures involving services, hardware, or software not within LeafOps's possession or reasonable control, and acts of vandalism (including network intrusions and denial of service attacks).

"Intellectual Property Rights" means unpatented inventions, patent applications, patents, design rights, copyrights, trademarks, service marks, trade names, domain name rights, mask work rights, know-how and other trade secret rights, and all other intellectual property rights, derivatives thereof, and forms of protection of a similar nature anywhere in the world. "Malicious Code" means code, files, scripts, agents or programs intended to do harm, including, for example, viruses, worms, time bombs and Trojan horses. "Support Incident" means (i) a basic question related to the use or configuration of the Online Service where the use or configuration is consistent with guidance in the User Documentation, (ii) a reproducible nonconformity in the Online Service causing the Online Service not to operate in substantial conformance with the applicable User Documentation. "Support Services" means technical assistance provided by LeafOps personnel to address Support Incidents. "User(s)" means Your named employees, representatives, consultants, contractors, partners, or agents who are authorized to use the Online Service by You.