

END USER LICENSE AGREEMENT

This End User License Agreement (as used herein, the “**Agreement**”) is entered into between Social Solutions Global, Inc. (“**SSG**”) _____ (“**End User**”). End User agrees that as of effective as of the date of the last signature below (“**Effective Date**”), that End User has entered into a separate agreement for the procurement of the Services as outlined herein with _____ (the “**Reseller**”) and agrees and acknowledge to be bound by the terms and conditions set forth herein.

1 **DEFINITIONS**

“**Users**” are the duly authorized users of End User licensed to use the Services and as further defined in the applicable Order Form.

“**Content**” means information, data, text, music, sound, graphics, video messages and other materials to which End User is provided access by SSG through the Services.

“**End User Data**” means any data, information, or material End User or any End User’s User provides or submits through the SaaS Services.

“**Documentation**” means the user instructions, release notes, manuals and on-line help files as updated by SSG from time to time, in the form generally made available by SSG, regarding the use of the SaaS Services.

“**Error**” means a material failure of the SaaS Services to conform to its functional specifications described in the Documentation.

“**Independent End User Activity**” means: (i) use of equipment by End User not provided or previously approved by SSG; or (ii) negligent acts or omissions or willful misconduct by End User or its Users.

“**Internet Unavailability**” means End User’s inability to access, or SSG inability to provide, the SaaS Service through the Internet due to causes outside of SSG direct control, including, but not limited to: (i) failure or unavailability of internet (“**Internet**”) access; (ii) unauthorized use, theft or operator errors relating to telephone, cable or Internet service provider; (iii) bugs, errors, configuration problems or incompatibility of equipment or services relating to End User’s computer or network; or (iv) failure of communications networks or data transmission facilities, including without limitation wireless network interruptions.

“**License Metrics**” means the limitation on the usage of SaaS Services as designated and/or defined in the applicable Order Form or the financial metric used to calculate applicable fees.

“**Order Form**” means the document, regardless of actual name, executed or accepted by SSG and Reseller by which Reseller orders Services on behalf of the End User that may specify, among other things, the User license count, duration of the Services, the applicable fees and costs, and incorporates the terms of this Agreement. If a product or service is not listed in the Reseller’s purchase order to SSG or the End User, SSG shall be under no obligation to deliver or provide for such product or service.

“**Professional Services**” means data conversion, data mapping, implementation, configuration, training, integration and deployment of the SaaS Services, and/or other professional services identified on an Order Form, including any training materials, tutorials and related documentation provided in connection with the performance of the Professional Services.

“**SaaS Services**” means the software as a service and the subscription products and services identified in the Order Form and associated Support.

“**Services**” means, collectively, the SaaS Services (as also may be identified as “**Subscription Products**”) and Professional Services.

“**Service Level**” means the customer support service level that SSG offers with respect to the SaaS Services, as they may be updated by SSG from time to time located at: <http://www.socialsolutions.com/legal/>.

2 **PURPOSE AND SCOPE**

2.1 Purpose. This Agreement establishes the general terms and conditions to which the parties have agreed with respect to the provision of Services. SSG has executed an Order Form or accepted a purchase order for such Services with Reseller, and End User has executed a form of agreement for such Services with Reseller. Additional terms for the purchase of a specific Service are set forth in the Order Form and are a pass-through from the Reseller to the End User. SSG has agreed to provide the Services to End User and End User agrees to be bound by the terms and conditions of this Agreement.

2.2 Order of Precedence. To the extent any terms and conditions of this Agreement conflict with the terms of a purchase order or any other document between Reseller and End User for the Services, this Agreement shall control.

3 **SERVICES**

3.1 Generally. Subject to End User’s and its Users’ compliance with the terms of this Agreement and timely issuance of a purchase order from the Reseller and payment of the applicable fees by Reseller to SSG, SSG will make the SaaS Services available to End User and its Users during

the Term. SSG may suspend End User's access to the Services for failure of Reseller to deliver a purchase order or provide for payment within sixty (60) days from Start Date in the Order Form.

3.2 Environment. SSG will provide End User online access to and use of the SaaS Service(s) via the Internet by use of an SSG-approved End User-provided browser. The SaaS Services will be hosted and maintained by SSG or its designated third-party supplier or data center. End User is solely responsible for obtaining and maintaining, at its own expense, all equipment needed to access the SaaS Services, including but not limited to Internet access, adequate bandwidth and encryption technology.

3.3 Changes. Access is limited to the version of the SaaS Services in SSG's production environment. SSG regularly updates the SaaS Services and reserves the right to discontinue, add and/or substitute functionally equivalent features in the event of product unavailability, end-of-life, or changes to software requirements. SSG will notify Reseller and End User of any material change to or discontinuance of the SaaS Services.

3.4 Security; Back-Ups. Without limiting End User's obligations under Section 4.4, SSG will implement reasonable and appropriate measures designed to secure End User Data against accidental or unlawful loss, access or disclosure. SSG will perform back-ups in accordance with SSG's back-up daily schedule.

3.5 Service Availability. SSG will use commercially reasonable efforts to make the Service generally available for End User's use ("Service Availability"). Service Availability does not include interruption of Service as a result of (i) planned downtime for maintenance (ii) Internet Unavailability, (iii) Independent End User Activity or (iv) force majeure events or other events that are not under SSG's control.

3.6 Support. Support services provided by SSG as part of SaaS Services include (i) technical support and workarounds so that the SaaS Services operate in material conformance with the Documentation, and (ii) the provision of updates thereto, if and when available, all of which are provided under SSG Support policies (as may be amended by SSG from time to time) in effect at the time the Support services are provided ("**Support**"). For the avoidance of doubt, Support excludes Professional Services. Updates include bug fixes, patches, error corrections, minor and major releases, non-new platform changes, or modifications or revisions that enhance existing performance. Updates exclude new Services, modules or functionality for which SSG generally charges a separate fee. Support is provided solely to the number of licensed Administrators specified on the applicable Order Form.

SSG is under no obligation to provide Support with respect to: (i) Services that have been altered or modified by anyone other than SSG or its authorized representatives; (ii) Services used other than in accordance with the Documentation; (iii) discrepancies that do not significantly impair or affect the operation of the Service; (iv) Errors or malfunction caused by End User or its Users' failure to comply with the minimum system requirements as provided by SSG or by use or upload of non-conforming End User Data, or by Independent End User Activity; or (vi) Errors and malfunction caused by any systems or programs not supplied by SSG.

3.7 Professional Services. SSG will perform the Professional Services for End User as may be described in the Order Form or one or more work orders, work authorizations or statements of work (collectively "**SOW**"). Either party may propose a change order to add to, reduce or change the work outlined in the SOW. Each change order must specify the change(s) to the Professional Services, and the effect on the time of performance and, the fees due and payable to SSG due to the change and executed by both parties.

3.8 End User Obligations and Cooperation. End User agrees to provide SSG with good faith and cooperation and access to such information, facilities, personnel and equipment as may be reasonably required by SSG in order to perform the Professional Services, as may be applicable and to provide the Services, including, but not limited to, providing security access, information, and software interfaces to End User's applications, and End User personnel, as may be reasonably requested by SSG from time to time. End User acknowledges and agrees that SSG's performance is dependent upon the timely and effective satisfaction of End User's responsibilities hereunder and timely decisions and approvals of End User in connection with the Services. SSG is entitled to rely on all decisions and approvals of End User. End User will follow the instructions and reasonable policies established by SSG from time to time and communicated to End User and shall make all reasonable efforts not to impede or otherwise delay the performance of any Professional Services. End User further represents and warrants that any and all documentation, this Agreement, any Order Form, SOW or change order shall be executed by or on behalf of End User by duly authorized or appointed persons and further, any requisite internal approvals as may be required by End User have been obtained in advance of End User's commitment to procure and use the Services.

4 USING THE SAAS SERVICES

4.1 Limited License. SSG hereby grants End User and its Users a personal, non-exclusive, non-transferable, limited worldwide license to remotely access and use the SaaS Services during the term of the applicable Order Form solely for End User's internal business purpose(s), subject to the terms and conditions of this Agreement. End User agrees to limit access to the SaaS Services to the number of Users identified in the applicable Order Form(s) during the Term.

4.2 User Administration. End User is solely responsible for the administration, authorization and termination of all User identifications and passwords to access and use the Services. End User shall not permit Users to share User identifications and passwords, nor allow for multiple users under the same license. End User agrees to immediately notify SSG of any unauthorized use of the Services, or any other breach of security suspected or known to End User. Fees for the Services are based on the number of Users communicated to SSG. End User shall report to SSG no less than annually the number of Users. Any increase in the number of Users in excess of the established limit(s) in one or more Order Form will result in an increase in the annual Service Fees. End User may not decrease the number of licenses for its Users during the Term of this Agreement.

or Order Form. Upon termination of an Order Form, all licenses granted to End User with respect to the Services under that Order Form shall automatically terminate and End User shall immediately discontinue its use thereof.

4.3 Acceptable Use Policy. End User acknowledges and agrees that SSG does not monitor or police the content of communications or data of End User or its Users transmitted or uploaded through the Services, and that SSG will not be responsible for the content of any such communications, transmissions or uploads. End User agrees to use the Services exclusively for authorized and legal purposes, consistent with all applicable laws and regulations and SSG's policies. End User agrees not to post or upload any content or data which (a) is libelous, defamatory, obscene, pornographic, abusive, harassing or threatening; (b) violates the rights of others, such as data which infringes on any intellectual property rights or violates any right of privacy or publicity; or (c) otherwise violates any applicable law. Should a violation be alleged or become known, SSG may remove any violating content posted or transmitted through the SaaS Services without notice to End User. SSG may suspend or terminate any of End User's User access to the SaaS Services upon notice if SSG reasonably determines that such User has violated the terms of this Agreement.

4.4 Security. End User will not: (a) breach or attempt to breach the security of the SaaS Services or any network, servers, data, computers or other hardware relating to or used in connection with the SaaS Services, or any third party that is hosting or interfacing with any part of the SaaS Services; or (b) use or distribute through the SaaS Services any software, files or other tools or devices designed to interfere with or compromise the privacy, security or use of the SaaS Services or the operations or assets of any other End User of SSG or any third party. End User will comply with the user authentication requirements for use of the SaaS Services. End User is solely responsible for monitoring its Users' access to and use of the SaaS Services. SSG has no obligation to verify the identity of any person who gains access to the SaaS Services by means of an End User's account. Any failure by any User to comply with the Agreement will be deemed to be a breach by End User, and SSG will not be liable for any damages incurred by End User or any third party resulting from such breach. If there is any compromise in the security of a User account or if unauthorized use is suspected or has occurred, End User must immediately take all necessary steps, including providing prompt notice to SSG, to effect the termination of suspected account.

4.5 End User Data. End User has sole responsibility for the legality, reliability, integrity, accuracy and quality of the End User Data. End User Data is subject to the terms of this Agreement along with SSG's Privacy Policy located at <http://www.socialsolutions.com/legal/>.

4.6 Third-Party Providers. Certain third-party providers, some of which may be listed on SSG's website, offer products and services related to the Services, including implementation, configuration, and other consulting services and applications (both offline and online) that work in conjunction with the SaaS Services, such as by exchanging data with the Service or by offering additional functionality. SSG is not responsible for any exchange of data or other interaction or transaction between End User and a third-party provider, including purchase of any product or service, all of which is solely between End User and the third-party provider.

4.7 Links. The SaaS Service may contain links to third party websites or resources. End User acknowledges and agree that SSG is not responsible or liable for (a) the availability, accuracy, or security of such third-party sites or resources; or (b) the content, advertising, or products on or available from such website or resources. The inclusion of any link on the Service does not imply that SSG endorses the linked website. End User uses the links at its own risk.

4.8 Training. It is End User's responsibility to ensure that all Users receive training services sufficient to enable End User to effectively access and use the SaaS Services. Failure to do so could result in additional fees if support requests are deemed excessive as a result of insufficient training, at SSG's discretion. Support may not be used as a substitute for training.

5 FEES, TAXES & PAYMENTS

5.1 General. Fees and payment terms are specified in the applicable Order Form by and between SSG and Reseller.

6 PROPRIETARY RIGHTS

6.1 Ownership. The SaaS Services and all equipment, infrastructure, websites and other materials provided by SSG in the performance of Services will always remain the exclusive, sole and absolute property of SSG or its licensors. End User does not acquire any right, title, or interest in or to the SaaS Services. End User hereby assigns rights to SSG any suggestions, ideas, enhancement requests, feedback, recommendations or other information provided by End User relating to the SaaS Services or Professional Services. SSG may use such submissions as it deems appropriate in its sole discretion. All rights, title and interest in or to any copyright, trademark, service mark, trade secret, and other proprietary right relating to the SaaS Services and the related logos, Service names, etc. and all rights not expressly granted are reserved by SSG and its licensors. End User may not obscure, alter or remove any copyright, patent, trademark, service mark or proprietary rights notices on any portion of the SaaS Services or other materials, including SSG Documentation.

6.2 Restrictions. End User may not itself, nor through any affiliate, employee, consultant, contractor, agent or other third party: (i) sell, resell, distribute, host, lease, rent, license or sublicense, in whole or in part, the SaaS Services; (ii) decipher, decompile, disassemble, reverse assemble, modify, translate, reverse engineer or otherwise attempt to derive source code, algorithms, tags, specifications, architecture, structure or other elements of the SaaS Services, in whole or in part, for competitive purposes or otherwise; (iii) allow access to, provide, divulge or make available the Services to any user other than Users; (iv) write or develop any derivative works based upon the Services; (v) modify, adapt, tamper with or otherwise make any changes to the SaaS Services or any part thereof; (vi) obliterate, alter, or remove any proprietary or intellectual property notices from the SaaS Services; (vii) create Internet "links" to or from the SaaS Services, or "frame" or "mirror" any Content, (viii) use the SaaS Services to provide processing services to third parties, or otherwise use the same on a 'service bureau' basis; (ix) disclose or publish, without SSG's prior

express written consent, performance or capacity statistics or the results of any benchmark test performed on the SaaS Services; or (x) otherwise use or copy the same except as expressly permitted herein.

6.3 End User Data. End User owns all End User Data. End User agrees that SSG may access User accounts, including End User Data, to provide Support or enforce the terms of this Agreement, and SSG may compile, use and disclose User statistics and End User Data in aggregate and anonymous form only. End User has sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness, and intellectual property ownership or right of use of all End User Data.

6.4 Transition of End User Data at Termination. Prior to termination of this Agreement or any Order Form, End User may access and download their End User Data at any time via the standard Services interfaces and reporting. Upon termination of this Agreement or any Order Form, should End User elect SSG's assistance in the extraction of End User Data, including any attachments, separate fees shall apply for the transition of said End User Data. Such transition must occur within ninety (90) days of termination or expiration of the SaaS Services. In no event shall SSG be liable to retain End User Data for a period in excess of ninety (90) days of the termination or expiration of the SaaS Services unless otherwise required by applicable law.

7 WARRANTIES AND DISCLAIMERS.

7.1 End User Data Warranty. End User represents and warrants that it has the right to use and provide to SSG the End User Data.

7.2 SSG Warranties. SSG warrants that the SaaS Services, as may be updated or enhanced by SSG from time to time will perform substantially in accordance with the Documentation under normal End User use and circumstances and that the Professional Services will be performed in a manner consistent with general industry standards reasonably applicable to the provision thereof. SSG is not responsible for any claimed breach of any warranty set forth in this Section caused by: (i) modifications made to the SaaS Services by anyone other than SSG or its authorized representatives; (ii) the combination, operation or use of the hosted SSG Software with any items not certified or expressly approved in writing by SSG; (iii) SSG's adherence to End User's specifications or instructions; (iv) Errors caused by or related to Internet Unavailability or Independent End User Activity; or (v) End User deviating from the Service operating procedures described in the Documentation or as otherwise approved in writing by SSG. Correction for defects or issues traceable to the above warranty exclusions will be invoiced at SSG's then standard time and material charges.

7.3 Disclaimers. SSG, ITS LICENSORS, AUTHORIZED REPRESENTATIVES, AND SUPPLIERS EXPRESSLY DISCLAIM TO THE MAXIMUM EXTENT PERMITTED BY LAW, ALL OTHER WARRANTIES, EITHER EXPRESS OR IMPLIED. SSG MAKES NO WARRANTY OR REPRESENTATION WITH RESPECT TO THE SERVICES AND ANY RELATED INSTALLATION, CONFIGURATION, MAINTENANCE OR OTHER SUPPORT SERVICES, EXPRESS OR IMPLIED, AT LAW OR OTHERWISE, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT, TITLE, AND ANY WARRANTIES ARISING FROM A COURSE OF DEALING, USAGE, OR TRADE PRACTICE, ALL OF WHICH ARE HEREBY DISCLAIMED TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.

8 INDEMNIFICATION

8.1 SSG Indemnity. SSG agrees, at its own expense, to defend, indemnify and hold End User, and its affiliates, officers, directors, employees, and agents harmless against any damages finally awarded and payable to any third party in any such suit or cause of action, alleging that a SaaS Service as used in accordance with this Agreement infringes the registered U.S. patent or copyright of any third party. If a SaaS Service is held or believed to infringe on a registered U.S. patent or copyright of a third party, SSG may, in its sole discretion, (a) modify the Service to be non-infringing, (b) obtain for End User a license to continue using the affected Service, or (c) if neither (a) nor (b) are practical in SSG's sole judgment, terminate the affected Service and return to Reseller the pro-rated portion of unused Service fees actually paid by Reseller to SSG for the affected Service. The foregoing obligations of SSG do not apply (i) to the extent that the allegedly infringing SaaS Service or portions or components thereof or modifications thereto result from any change or that are developed or configured in whole or in part in accordance with End User's specifications, made by End User or by any third party for End User, (ii) if the infringement claim could have been avoided by using an unaltered current version of a SaaS Service which was provided by SSG, (iii) to the extent that an infringement claim is based upon any information, design, specification, instruction, software, data, or material not furnished by SSG, or any material from a third party portal or other external source that is accessible to End User within or from the SaaS Service (e.g., a third party Web page accessed via a hyperlink), (iv) to the extent that an infringement claim is based upon the combination of any material with any products or services not provided by SSG, or (v) to the extent that an infringement claim is caused by the provision by End User to SSG of materials, designs, know-how, software or other intellectual property with instructions to SSG to use the same in connection with the SaaS Service, (iv) to the extent that End User is in material breach of its obligations under the terms of this Agreement. The indemnity and other remedies set forth in this Section shall be the exclusive remedies of the End User with respect to any claim and actions for which SSG has an obligation of indemnity pursuant to this Section.

8.2 End User Indemnity. End User agrees to defend, indemnify and hold SSG, its licensors, and its and their respective parents, subsidiaries, affiliates, officers, directors, employees, and agents harmless from and against any and all losses, including, but not limited to any damages, attorneys' fees and costs finally awarded against End User or as a result of a court approved settlement arising out of or in connection with a third party claim concerning (a) the End User Data or the combination of the End User Data with other applications, systems, content or processes, including any claim involving alleged infringement or misappropriation of third-party rights by the End User Data or by the use, development, design, production, advertising or marketing of the End User Data; (b) any and all losses, including without limitation, data loss or damage to hardware, software and other property arising from End User's or its Users acts and omissions in using the Services, including without limitation Independent

End User Activity; (c) End User's or its Users use of Services in violation of the terms of this Agreement or applicable law; or (d) a dispute between End User and any of its Users.

8.3 Injunction. If End User's use of the Services is or is likely to be enjoined, SSG may, without limiting SSG's indemnity obligations hereunder, procure the right for End User to continue to use the Services or modify the Services in a functionally equivalent manner so as to avoid such injunction. If the foregoing options are not available on commercially reasonable terms and conditions, SSG may immediately terminate the Agreement and refund to Reseller a prorated amount of prepaid fees for the SaaS Service actually paid by Reseller for the unused portion of the then-current subscription Term. If the foregoing options are not available on commercially reasonable terms and conditions as it relates to Professional Services, SSG will refund to Reseller the fees paid for such Professional Services less a credit for use based on straight line depreciation applied on a quarterly basis over five years from the date of initial delivery of the Professional Services.

8.4 Procedure. If one party herein (the "Indemnitee") receives any notice of a claim or other allegation with respect to which the other party (the "Indemnitor") has an obligation of indemnity hereunder, then the Indemnitee will, within 15 days of receipt of such notice, give the Indemnitor written notice of such claim or allegation setting forth in reasonable detail the facts and circumstances surrounding the claim. The Indemnitee will not make any payment or incur any costs or expenses with respect to such claim, except as requested by the Indemnitor or as necessary to comply with this procedure. The Indemnitee will not make any admission of liability or take any other action that limits the ability of the Indemnitor to defend the claim. The Indemnitor shall immediately assume the full control of the defense or settlement of such claim or allegation, including the selection and employment of counsel, and shall pay all authorized costs and expenses of such defense. The Indemnitee will fully cooperate, at the expense of the Indemnitor, in the defense or settlement of the claim. The Indemnitee shall have the right, at its own expense, to employ separate counsel and participate in the defense or settlement of the claim. The Indemnitor shall have no liability for costs or expenses incurred by the Indemnitee, except to the extent authorized by the Indemnitor or pursuant to this procedure.

9 NONDISCLOSURE. All Confidential Information (as defined below) disclosed hereunder will remain the exclusive and confidential property of the disclosing party. The receiving party will not disclose the Confidential Information of the disclosing party and will use at least the same degree of care, discretion and diligence in protecting the Confidential Information of the disclosing party as it uses with respect to its own confidential information, but in no case less than reasonable care. The receiving party will limit access to Confidential Information to its affiliates, employees and authorized representatives with a need to know and will instruct them to keep such information confidential. SSG may disclose End User's Confidential Information on a need to know basis to its subcontractors who are providing all or part of the Services. SSG may use End User's Confidential Information solely as provided for under Agreement. Notwithstanding the foregoing, the receiving party may disclose Confidential Information of the disclosing party (a) to the extent necessary to comply with any law, rule, regulation or ruling applicable to it, and (b) as required to respond to any summons or subpoena or in connection with any litigation, provided the receiving party gives the disclosing party prior notice of such compelled disclosure (to the extent legally permitted) and reasonable assistance, at the disclosing party's cost, if the disclosing party wishes to contest the disclosure. Upon the request of the disclosing party, the receiving party will return or destroy all Confidential Information of the disclosing party that is in its possession. Notwithstanding the foregoing, SSG may retain information for regulatory purposes or in back-up files, provided that SSG's confidentiality obligations hereunder continue to apply. For purposes of this Section, "**Confidential Information**" means information designated as confidential in writing or information which ought to be in good faith considered confidential and proprietary to the disclosing party. Confidential Information of SSG and/or its licensors includes but is not limited to the terms and conditions (but not the existence) of the Agreement, all trade secrets, software, source code, object code, specifications, documentation, business plans, client lists and End User-related information, financial information, auditors reports of any nature, proposals, as well as results of testing and benchmarking of the Services, product roadmap, data and other information of SSG and its licensors relating to or embodied in the Services. Information will not be considered Confidential Information to the extent, but only to the extent, that the receiving party can establish that such information (i) is or becomes generally known or available to the public through no fault of the receiving party; (ii) was in the receiving party's possession before receipt from the disclosing party; (iii) is lawfully obtained from a third party who has the right to make such disclosure on a non-confidential basis; or (iv) has been independently developed by one party without reference to any Confidential Information of the other. The obligations of SSG set forth in this Section 9 will not apply to any suggestions and feedback for product or service improvement, correction, or modification provided by End User in connection with any present or future SSG product or service, and, accordingly, neither SSG nor any of its clients or business partners will have any obligation or liability to End User with respect to any use or disclosure of such information.

10 LIMITATION OF LIABILITY. Notwithstanding anything to the contrary contained in this Agreement, any Order Form, SOW, or other exhibits and attachments, SSG's total liability for any and all damages may not exceed: (i) with respect to the SaaS Services, the fees (excluding implementation or other Professional Services fees) paid by Reseller for End User's SaaS Services for the twelve (12) month period preceding the action or event giving rise to the liability or (ii) with respect to the Professional Services, the total fees received by SSG from Reseller on behalf of End User for the Professional Services under the SOW giving rise to the liability. NOTWITHSTANDING ANYTHING IN THIS AGREEMENT TO THE CONTRARY, SSG AND ITS LICENSORS AND SUPPLIERS WILL NOT BE RESPONSIBLE FOR SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR OTHER SIMILAR DAMAGES (INCLUDING, WITHOUT LIMITATION, ANY LOST PROFITS OR DAMAGES FOR BUSINESS INTERRUPTION, INACCURATE INFORMATION OR LOSS OF INFORMATION OR COST OF COVER) THAT THE END USER MAY INCUR OR EXPERIENCE IN CONNECTION WITH THE AGREEMENT OR THE SERVICES, HOWEVER CAUSED AND UNDER WHATEVER THEORY OF LIABILITY, EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

11 TERM AND TERMINATION

11.1 Agreement Term. The term of this Agreement commences upon the execution of an Order Form referencing this Agreement and will

continue in full force and effect until the expiration or termination of all such Order Forms, unless otherwise terminated earlier as provided hereunder.

11.2 SaaS Services Term. The initial term of each of the SaaS Services is specified in the Order Form (“**Initial Term**”) and automatically renews for the same length as the Initial Term unless either party gives written notice 45 days prior to the end of the Initial Term, or any renewal term, of its intention to terminate the Order Form. The Initial Term and any renewal terms, combined, are referred to as the “**Term**”. The SaaS Services may not be terminated in whole or in part during the Initial Term or any Renewal Term, except as set forth in Section 11.3.

11.3 Termination. Either party may terminate the Agreement, and any Order Forms subject to the Agreement, immediately upon written notice at any time if: (i) the other party commits a non-remediable material breach of the Agreement; (ii) the other party fails to cure any remediable material breach or provide a written plan of cure acceptable to the non-breaching party within 30 days of being notified in writing of such breach, except for breach of Section 5 which will have only a 10 day cure period; (iii) the other party ceases business operations; or (iv) the other party becomes insolvent, generally stops paying its debts as they become due or seeks protection under any bankruptcy, receivership, trust deed, creditors arrangement, composition or comparable proceeding, or if any such proceeding is instituted against the other (and not dismissed within 90 days after commencement of one of the foregoing events). If SSG terminates this Agreement due to End User breach, End User agrees to pay to Reseller the remaining value of the current Term to then be paid to SSG (that End User acknowledges as liquidated damages reflecting a reasonable measure of actual damages and not a penalty) equal to the aggregate recurring Service fees (as set forth in the Order Form) that will become due during the canceled portion of the Term. Where a party has rights to terminate, that party may at its discretion either terminate the entire Agreement or the applicable Order. In such case, Order Forms that are not terminated will continue in full force and effect under the terms of this Agreement.

11.4 Suspension. SSG will be entitled to suspend any or all Services upon the expiration of ten (10) days written notice to Reseller, with a copy to End User, in the event Reseller is more than 60 days past due with any payment or otherwise in breach of this Agreement and fails to timely cure. However, SSG may suspend End User’s access and use of the SaaS Services immediately, with notice to End User following promptly thereafter, if, and so long as, in SSG’s sole judgment, there is a security or legal risk created by End User that may interfere with the proper continued provision of the SaaS Services or the operation of SSG’s network or systems. SSG may impose an additional charge to reinstate service following such suspension.

11.5 Post Termination. SSG has no obligation to retain End User Data beyond three (3) months after the expiration or termination of SaaS Services.

11.6 Survival. Sections 1, 2, 5, 6, 7.3, 8, 9, 10, 11, and 12 will survive termination of this Agreement.

12 MISCELLANEOUS

12.1 Compliance. During the term of the Agreement and for a period of one year following its termination, SSG will have the right to verify End User’s full compliance with the terms and requirements of the Agreement. If such verification process reveals any noncompliance, End User will promptly cure any such noncompliance; provided, however, that the obligations under this Section do not constitute a waiver of SSG’s termination rights and do not affect SSG’s right to payment for Services and interest fees related to usage in excess of the License Metrics.

12.2 Force Majeure. Any party hereto will be excused from performance (except payment obligations) under this Agreement for any period of time that the party is prevented from performing its obligations hereunder as a result of an act of God, war, utility or communication failures, or other cause beyond the party’s reasonable control. Both parties will use reasonable efforts to mitigate the effect of a force majeure event.

12.3 Non-Solicitation. Both parties agree not to recruit, divert, or solicit the employment of each other’s employees during the term of this Agreement and for a period of 12 months following termination or expiration of this Agreement; provided, however, that either party may engage in general solicitations (e.g., newspaper, online job postings, etc.) for employees in the ordinary course of business not specifically directed or targeted at the other party’s employees.

12.4 Waiver. The failure of either party at any time to enforce any right or remedy available to it under this Agreement with respect to any breach or failure by the other party will not be construed to be a waiver of such right or remedy with respect to any other breach or failure by the other party.

12.5 Headings. The headings used in this Agreement are for reference only and do not define, limit, or otherwise affect the meaning of any provisions hereof.

12.6 Severability. If any of the provisions of this Agreement are determined be invalid or unenforceable, such invalidity or unenforceability will not invalidate or render unenforceable the entire Agreement, but rather the entire Agreement will be construed as if not containing the invalid or unenforceable provision or provisions, and the rights and obligations of End User and SSG will be construed and enforced accordingly.

12.7 Assignment. SSG may assign the Agreement to an affiliate, a successor in connection with a merger, acquisition or consolidation, or to the purchaser in connection with the sale of all or substantially all of its assets. End User may not assign the Agreement or any of the rights or obligations under the Agreement without the prior written consent of SSG.

12.8 Relationship of the Parties. The parties hereto expressly understand and agree that each party is an independent contractor in the performance of each and every part of the Agreement, is solely responsible for all of its employees and agents and its labor costs and expenses arising in connection therewith.

12.9 Governing Law and Dispute Resolution. This Agreement is governed by the laws of the State of Texas without giving effect to its conflict

of law provisions. Any dispute, claim or controversy arising out of or relating to this Agreement or the breach, termination, enforcement, interpretation or validity thereof, including the determination of the scope or applicability of this agreement to arbitrate, shall be determined by arbitration in Travis County, Texas before one arbitrator. The arbitration shall be administered by JAMS pursuant to its Comprehensive Arbitration Rules and Procedures and in accordance with the Expedited Procedures in those Rules. Judgment on the Award may be entered in any court having jurisdiction. This clause shall not preclude parties from seeking provisional remedies in aid of arbitration from a court of appropriate jurisdiction. The Uniform Computer Information Transactions Act does not apply to this Agreement or orders placed under it.

12.10 Entire Agreement. The Agreement contains the entire agreement of the parties with respect to its subject matter and supersedes and overrides all prior agreements on the same subject matter and will govern all disclosures and exchanges of Confidential Information made by the parties previously hereto. This Agreement may not be modified except by a writing signed by SSG and End User. SSG acceptance of an End User or Reseller purchase order or other ordering document is for convenience only, and any additional or different terms in any purchase order or other response by End User or Reseller are deemed objected to by SSG without need of further notice of objection and will be of no effect or in any way binding upon SSG.

12.11 Use of Agents. SSG may designate any agent or subcontractor to perform such tasks and functions to complete any services covered under this Agreement. However, nothing in the preceding sentence will relieve SSG from responsibility for performance of its duties under the terms of this Agreement.

12.12 Publicity. End User agrees that SSG may identify End User as a recipient of Services and use its logo in sales presentations, marketing materials and press releases.

12.13 Notices. Any notice or other communication required or permitted under this Agreement shall be in writing and shall be deemed to have been given (a) upon receipt by personal delivery, delivery by overnight courier (with signature acknowledgement of receipt), or delivery by certified mail, (b) the second business day after mailing via first class mail (other than pursuant to (a)), or (c) immediately if sent by email or by a notification delivered via the SaaS Services. All Notices to SSG shall be directed to Social Solutions Global, Inc., 10801-2 N. MoPac Expy., Suite 400, Austin, TX 78759, ATTN: Legal with a copy to legal@socialsolutions.com. Either party may designate, by Notice to the other, substitute addresses, addressees for Notices, and thereafter, Notices are to be directed to those substitute addresses, addressees or facsimile numbers.

Social Solutions Global, Inc.

By: _____
Print Name: _____
Title: _____
Date: _____

By: _____
Print Name: _____
Title: _____
Date: _____
Notice Address: _____

Email: _____