

REFRAME Software and Services Agreement

This Software and Services Agreement (this “Agreement”) sets forth the terms and conditions between you, as client (hereafter referred to as “Client”), and WSD Digital, LLC, d/b/a ReFrame (hereafter referred to as “WSD”), in connection with WSD’s customer engagement software described in more detail below.

By accepting this Agreement, either by clicking a box indicating acceptance or by executing an order form that references this Agreement, or by accessing or using any part of the services described herein, Client agrees to all the terms of this Agreement.

This Agreement is effective between Client and WSD as of the date of Client accepting this Agreement. WSD acceptance is expressly conditioned upon Client’s assent to all the terms of this Agreement, to the exclusion of all other terms.

Recitals

- A. ReFrame Engage is a proprietary, web-based, customer/citizen engagement technology platform of WSD (the “**Software**”) that facilitates citizen appointment scheduling, context-based citizen service delivery and on-time scheduled remote service citizen assistance activities through one or more software modules and digital assets in the content library. The system includes Text Messaging, Video Calls, Internet Calling and Broadcast Messaging within the suite of connect products.
- B. Client desires to obtain from WSD a subscription-based license to access and use the Software.
- C. WSD and Client desire to enter into this Agreement to license the Software in accordance with the terms and conditions of this Agreement.

Agreement

In consideration of the above recitals and the promises set forth below, the parties agree as follows:

1. Software.

- 1.1 License Grant. WSD grants to Client a limited, non-sublicensable, non-exclusive, non-transferable, subscription-based license to access and use the Software platform as described in Schedule A attached hereto. Client is licensed to use the Software only for the number of locations and appointments identified in Schedule B attached hereto. In the event of a conflict between any term of this Agreement and any schedule or statement of work (a “Statement of Work”) executed in connection with this Agreement, the terms in this Agreement will prevail. No different, other, or further right or license, other than what is granted in this Section 1.1 is intended or granted by this Agreement, whether by express or implied means or by estoppel, and this Agreement does not assign any right, title or interest in the Software or associated Intellectual Property. All rights and interests not expressly granted under this Section 1.1 are reserved to WSD.
- 1.2 Use by Other Entities. Client may use the Software only in the conduct of its own internal business and operations and shall not directly or indirectly use the Software to process the work of any third-party that is not owned/operated by Client as of the Effective Date of this Agreement. Any unauthorized use of the Software will automatically void this license and subject Client to legal claims by WSD Digital, including claims for injunctive relief and monetary damages.
- 1.3 Additional Use Restrictions. Client may not: (a) use the Software in a manner that violates this Agreement or any laws or regulations; (b) copy, pledge as security, encumber or otherwise reproduce or permit the copying or other reproduction of all or any part of the Software except as otherwise permitted herein; (c) reverse engineer, decompile, disassemble the source code or object code of the Software, create derived works based on the Software or use the Software for purposes of competitive analysis of the Software or other exploitation of competing software or any other purpose that is to the

competitive disadvantage of WSD; (d) modify, adapt, translate into other programming forms or languages or extend the Software to operate in other environments or on other platforms, except in accordance with this Agreement; (e) remove, disable or otherwise create or implement any workaround to any security feature of the Software; or (f) allow access to the Software by other software products for any purpose without prior written approval of WSD.

- 1.4 **Software Updates and Upgrades.** WSD may make updates or upgrades to the Software currently licensed, which will be provided when and if available; provided, that WSD is under no obligation to develop any future programs or functionality to the Software. WSD will manage and install all updates and upgrades for the Software. Client understands and agrees that from time to time, and solely at its discretion, WSD may communicate directly with Client's users and other users under Client's license using electronic and other means.
- 1.5 **Service Disruptions and Backups.** WSD will make commercially reasonable efforts to assure that the Software will be available seven days a week, 24 hours a day, except for scheduled maintenance and unexpected outages. Standard maintenance and backup procedures may cause temporary down time during which the Software cannot be used. Services may be subject to limitations, delays, and other problems inherent in the use of the Internet and electronic communications. WSD is not liable for any delays, delivery failures, or any damage resulting from such problems.

2. Services.

- 2.1 **Support Services.** WSD will supply support services to Client's designated users upon request. Client agrees that support services are for technical product support, and such services are not to be used as a substitute for proper training and education. WSD is under no obligation to provide support with respect to: (a) alteration or modifications to the Software and underlying technology by anyone other than WSD or its licensors; (b) a release for which support has been discontinued; (c) use other than in accordance with this Agreement; (d) discrepancies that do not significantly impair or affect the operation of the Software; or (e) any systems, programs or configuration not supplied by the Software.

3. Client Responsibilities.

- 3.1 **Compliance with Laws.** Client is solely responsible for understanding and complying with all applicable laws regarding its use of the Software and all use of the Software in its place or places of business, state, country, or jurisdiction. WSD makes no representations or warranties with respect to compliance with any applicable law or regulation regarding the Software.
- 3.2 **Anti-Spam Policy.** Client acknowledges that all appointment contacts stored to the Software for email and text distribution are those of your clients, your contacts, or those you do business with. Client agrees not to use the Software to send unsolicited phone calls, email, or text messages.
- 3.3 **Content.** Client is responsible for all email and text message content and that data contained therein including, but not limited to non-public personally identifiable information (collectively "Content") it transmits, stores, or otherwise makes available through the Software. Client will not use the Software, or permit the Software to be used, to upload or otherwise transmit any Content that: (a) is knowingly inaccurate, unlawful, harmful, threatening, abusive, harassing, tortious, defamatory, vulgar, obscene, libelous, invasive of another's privacy, hateful, or racially, ethnically or otherwise objectionable; (b) is harmful to minors in any way; (c) impersonates any person or entity; or (d) infringes others' copyrights or other proprietary or intellectual property rights. WSD has the right (but not the obligation) in its sole discretion to refuse, delete or move any Content that is in violation of this Agreement. WSD may permanently delete Client Content if the services are suspended or canceled. If Client Content is stored with an expiration date, WSD may delete the content as of that date. Deleted Content is irretrievable. Client bears all risk associated with the use of any Content made available through the Software. Client retains all right, title, and interest (including, where appropriate, copyright, and other proprietary or intellectual property rights) in the Content, information, and files it transmits and stores through the Software and WSD explicitly disclaims any ownership of, or right, title and interest in Content, information and files Client transmits and stores through the Software. WSD EXPRESSLY DISCLAIMS AND ASSUMES NO LIABILITY WHATSOEVER FOR ANY CLAIMS, LOSSES, ACTIONS, DAMAGES, SUITS, OR PROCEEDINGS ARISING OUT OF OR OTHERWISE RELATING TO THE USE OF ANY CONTENT TRANSMITTED OR STORED THROUGH THE SOFTWARE.
- 3.4 **Consents and Legal Compliance for Messaging.** Client acknowledges that it will not assume that an existing relationship with any message recipient constitutes permission to send text messages or email. For example, if a user disclosed a mobile number to you during business but did not give you specific permission to send messages, you may not have permission to

send text messages to that mobile number. The Software will require explicit confirmation from the Client's customer to agree to receive text messages, emails, or phone calls.

4. Fees and Payment.

- 4.1 **Fees.** In accordance with the specific pricing plan selected by the Client, Client will pay WSD all fees due and payable by Client for any calendar month in connection with its use of the Software under the terms of this Agreement. All Fees are payable in advance based on the WSD Services purchased (collectively, "Fees"). Any overage fees based on the pricing plan selected will be reconciled and billed monthly. Specific pricing plans are described in more detail on **Schedule B** attached hereto.
- 4.2 **Taxes.** Client is responsible to pay all applicable taxes incurred in connection with the Software and Professional Services, including without limitation state and local, privilege, excise, sales, and use taxes, but excluding taxes based upon the net income of WSD, and to file any necessary returns related thereto.

5. Intellectual Property Rights.

- 5.1 **Definition.** "**Intellectual Property Rights**" means all current and future copyrights, patents, trademarks or rights in databases, inventions or trade secrets, know-how, proprietary information, rights in designs, trade and business names, domain names, marks, and devices (whether or not registered) and all other intellectual property rights and applications for any of those rights (where such applications can be made) capable of protection in any country of the world.
- 5.2 **Software Ownership.** WSD retains all Intellectual Property Rights in the Software. WSD owns all alterations, modifications, customizations, new applications, or enhancements of the Software, now in existence or created by WSD, Client, or any third-party on behalf of WSD or Client (collectively, "**Improvements**"). To the extent Client obtains any ownership rights in or to Improvements, Client hereby irrevocably assigns, transfers, grants, and conveys to WSD, from the moment of creation, all right, title and interest of Client in and to the Improvements and any intellectual property rights therein and thereto. Client may not remove any product identification, copyright or trademark notices, or restrictive legends from the Software. Client may, solely for its internal business purposes or for use as reference guides for its authorized users, use, copy and distribute any deliverables provided with the Software. WSD shall retain the Intellectual Property Rights and all materials, methodologies, processes, techniques, ideas, concepts, trade secrets, and know-how embodied in the deliverables or that WSD may develop or supply in connection with the Software.

6. Term and Termination.

- 6.1 **Term.** The initial term ("**Initial Term**") of this Agreement commences on the Effective Date and continues month to month unless client elects to cancel their subscription. The Agreement will automatically renew, with terms and conditions.
- 6.2 **Termination.** Either party may terminate this Agreement for cause, if the other party fails to cure a material breach within thirty (30) days of written notice by the non-breaching party, including non-payment of undisputed fees. Either party may terminate this Agreement for cause, immediately following written notice if the other party: (a) ceases to do business in the normal course; (b) becomes or is declared insolvent or bankrupt; (c) is the subject of any proceeding related to its liquidation or insolvency (whether voluntary or involuntary) which is not dismissed within ninety (90) calendar days; or (d) makes an assignment for the benefit of creditors.
- 6.3 **Effect of Termination.** The balance of any unpaid fees shall accelerate and become due and payable immediately prior to the termination of this Agreement. Upon termination of this Agreement, Client's right to use and access the Software will immediately terminate. Further, all information, including Client's Content, will be deleted from the Software, and become irretrievable. Client is responsible for copying and backing-up its information and Content from the Software before the effective date of termination.

7. Confidentiality.

- 7.1 **Definition.** "**Confidential Information**" means any material, data, or information in whatever form or media of a party to this Agreement that is provided or disclosed to the other, including the following categories of information whether disclosed orally or in writing, regardless of whether marked as confidential: algorithms, source code, specifications, software, test

results, technical know-how, business or marketing plans, pricing, network configurations, network architecture, financial and operational information, trade secrets, and other matters relating to the operation of the parties' business, including information relating to actual or potential clients and client lists, client usage or requirements, business and client usage forecasts and projections, accounting, finance or tax information, pricing information, and any information relating to the corporate and/or operational structure of Client. In providing Professional Services, WSD may access Client's account, with the understanding that all account information shall be considered Confidential Information. Confidential Information does not include information which: (a) becomes publicly known through no act or omission of the receiving party; (b) was in the receiving party's lawful possession prior to the disclosure and had not been subject to limitations on disclosure; (c) is disclosed hereafter to the receiving party by a third-party when the receiving party has no knowledge of any impropriety; (d) is developed independently without using the Confidential Information; or (e) is generally furnished by the disclosing party to others without restriction on confidentiality.

- 7.2 Obligations. All Confidential Information belonging to one party and disclosed to the other party remains the sole property of the disclosing party, and its confidentiality shall be maintained and protected by the recipient with the same effort used to protect its own Confidential Information (but no less than a reasonable standard of care). Each party must take all steps reasonably necessary to prevent the disclosure of Confidential Information and take all necessary measures to prevent any such unauthorized use and disclosure by its employees, agents, contractors, dealers or consultants and employee access must be limited to required employees only. Neither party may disclose Confidential Information to any third-party for any purpose without obtaining prior written consent from the disclosing party. Any third-party receiving Confidential Information must be bound by confidentiality terms similar to those provided in this Agreement. Neither party is permitted to use, copy or duplicate any Confidential Information except as reasonably necessary to pursue the objectives of this Agreement.
- 7.3 Permitted Disclosures. Notwithstanding the obligations of Section 8.2, if a party is requested or required by oral questions, interrogatories, judicial or regulatory requests for information or documents, subpoena, civil investigative demand or other process to disclose any Confidential Information, such party will provide prompt notice of such request so that the disclosing party may seek an appropriate protective order or waive compliance with the provisions of this Agreement. If either is compelled by obligation of law to disclose Confidential Information to any tribunal or else stand liable for contempt or suffer other censure or penalty (in the absence of such a protective order or waiver by the other party), that party agrees to furnish only that portion of the Confidential Information which it is advised by written opinion of its counsel is legally required and to exercise reasonable efforts to obtain assurances that confidential treatment will be accorded such Confidential Information.
- 7.4 Return of Confidential Information. Upon request by either party, the other party will return to or destroy all documents and other writings, together with all copies of any such documents or other writings, and an officer of the requested party will certify to the return or destruction of all tangible Confidential Information and references to such Confidential Information and the destruction of any references to such Confidential Information on electronic or other intangible media.
- 7.5 Remedies for Breach. Recipient acknowledges that any actual breach of confidentiality may cause irreparable, non-monetary injury to the disclosing party, the extent of which may be difficult to ascertain. Accordingly, the disclosing party is entitled to seek injunctive relief in addition to all remedies available at law and/or in equity, to prevent or mitigate any breaches of this Agreement or damages that may otherwise result from those breaches.
- 7.6 Privacy and Security Policy. In performing the necessary services contemplated by this Agreement, WSD may gain or have access to non-public personal information of your clients or account holders.
- A) WSD does not sell or rent any information given to WSD in the performance of its services and agrees to take all commercially reasonable steps to keep all non-public personal information private, secret, and confidential. WSD may however, release the minimum amount of content required to perform a WSD service that uses or requires third-party processing, e.g. database scrubbing/cleanup/standardization, etc. Client understands that WSD uses third-party vendors and hosting partners to provide the necessary hardware, software, networking, storage, and related technologies required to run WSD services. Client understands that, in no event will WSD be liable for any losses incurred by Client as result of such use.
- B) WSD stores information on computers located in the United States that are protected by physical as well as technological security methods consistent with industry standards and applicable laws and regulations in all material

respects. WSD will comply with any subpoena or similar order to release information and will notify Client promptly upon receipt of subpoena or similar order unless such notice is prohibited by law.

- C) WSD shall disclose to Client any breaches in WSD security resulting in the actual unauthorized disclosures of Client's non-public personal information that may materially affect your clients or account holders.
- D) WSD will delete or destroy all Client's non-public personal information upon termination. Neither WSD, its employees, nor any other persons to whom disclosure of the non-public personal information was made shall retain any originals, copies, extracts, or other reproductions, in whole or in part. Note, system backups or archives needed to maintain stability and continuity of services may contain such non-public personal information for a period of time after conclusion of services but will be purged when backups and archives are retired and destroyed.

8. Warranties.

8.1 Representations and Warranties. Each party represents to the other that it has the right to enter into this Agreement. WSD represents that its Professional Services will be performed in a professional and workmanlike manner. WSD further represents and warrants that: (a) there are no known outstanding assignments, grants, licenses, encumbrances, obligations, or agreements (whether written oral or implied) that prevent WSD from performing hereunder; and (b) it implements industry-recognized level of security measures designed both to prevent viruses from being introduced to Client via its use of the Software and ensure the security and protection of Client content, data, and files uploaded to the Software.

8.2 Remedies for Breach. In the event of any breach of the above warranties, Client's sole and exclusive remedy shall be for WSD to correct or replace, at no additional charge to Client, any portion of the Software found to be defective. WSD's obligations under this Agreement are subject to, and contingent on, the proper use and care by Client of the Software, and do not cover any part of the Software which has been modified by anyone other than WSD. WSD shall have no liability to rectify any defect if attempts to rectify such defect (other than normal recovery or diagnostic procedures authorized by WSD) have been made by the Client's personnel or third parties without the permission of WSD.

9. LIMITATION OF LIABILITY. UNDER NO CIRCUMSTANCES SHALL WSD NOR ANY OF ITS AGENTS, AFFILIATES, RESELLERS, DISTRIBUTORS, VENDORS, OR PROVIDERS OF THIRD-PARTY SOFTWARE OR CONTENT BE LIABLE FOR ANY (A) SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES, INCLUDING, ARISING FROM OR RELATED TO A BREACH OF THIS AGREEMENT, ANY ORDER OR ANY STATEMENT OF WORK, OR THE OPERATION OR USE OF THE SOFTWARE AND PROFESSIONAL SERVICES INCLUDING SUCH DAMAGES, WITHOUT LIMITATION, AS DAMAGES ARISING FROM LOST BUSINESS, STAFF TIME, USE, DATA, OTHER ECONOMIC ADVANTAGE, FAILURE TO REALIZE EXPECTED SAVINGS, LOSS OF DATA OR PROGRAMMING, LOSS OF REVENUE OR PROFITS, DAMAGE TO EQUIPMENT, AND CLAIMS AGAINST CLIENT BY ANY THIRD PERSON, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR (B) DAMAGES (REGARDLESS OF THEIR NATURE) FOR ANY DELAY OR FAILURE TO PERFORM ITS OBLIGATIONS UNDER THIS AGREEMENT DUE TO ANY CAUSE BEYOND WSD'S REASONABLE CONTROL. IN NO EVENT IS WSD LIABLE FOR ANY DAMAGE TO OR LOSS OR DESTRUCTION OF ANY OF CLIENT'S CONTENT, FILES, OR DATA WHICH MAY RESULT FROM CLIENT'S USE OF THE SOFTWARE OR ANY DAMAGE ARISING FROM CLIENT'S FAILURE TO PERFORM IN CONNECTION WITH THIS AGREEMENT OR ITS MISUSE OF USER IDS. ALL LIMITATIONS AND DISCLAIMERS STATED IN THIS AGREEMENT ALSO APPLY TO WSD'S LICENSORS AS INTENDED BENEFICIARIES OF THIS AGREEMENT. WSD'S LIABILITIES UNDER THIS AGREEMENT, WHETHER UNDER CONTRACT LAW, TORT LAW, WARRANTY, OR OTHERWISE SHALL BE LIMITED TO DIRECT DAMAGES NOT TO EXCEED THE AMOUNTS ACTUALLY RECEIVED BY WSD FROM CLIENT IN THE SIX (6) MONTHS PRIOR TO THE DATE OF THE ACTION GIVING RISE TO THE CLAIM.

10. Indemnification.

Except as otherwise provided herein, both parties agree to indemnify, defend, and hold harmless the other party and each of its officers, directors, owners, employees, and agents from and against all third-party actions, suits, losses, liabilities, claims, expenses, damages, and costs of every kind and description including reasonable legal fees (collectively, "Losses") arising out of the indemnifying party or its agent's negligence, willful misconduct, negligent performance of, or failure to perform, any of its duties or obligations under this Agreement. This obligation survives the termination or expiration of this Agreement. The provisions of this indemnification are solely for the benefit of the parties hereto and not intended to create or grant any rights, contractual or otherwise, to another person or entity.

11. BINDING ARBITRATION AND CLASS ACTION WAIVER IF YOU LIVE IN THE UNITED STATES.

This Section applies to any dispute. The term dispute means any dispute, action, or other controversy between Client and WSD concerning the services (including their price) or this Agreement, whether in contract, warranty, tort, statute, regulation, ordinance, or any other legal or equitable basis (the “Dispute”). It is the parties’ intent to give the term Dispute the broadest possible meaning allowable under law.

- 11.1 Notice of Dispute. In the event of a Dispute, Client or WSD must give the other a Notice of Dispute, which is a written statement that sets forth the name, address and contact information of the party giving it, the facts giving rise to the Dispute, and the relief requested. Client must send any Notice of Dispute by U.S. Mail to **WSD Digital, LLC., ATTN: LEGAL ARBITRATION, 2 Waterside Crossing, Suite 301, Windsor, CT 06095, U.S.A.** WSD will send any Notice of Dispute to Client by U.S. Mail to Client’s address if we have it, or otherwise to Client’s email address. Client and WSD will attempt to resolve any Dispute through informal negotiation within sixty (60) days from the date the Notice of Dispute is sent. If such Dispute cannot be resolved after sixty (60) days, such dispute shall be subject to binding arbitration.
- 11.2 Arbitration procedure. Any arbitration will be conducted by the American Arbitration Association (the “AAA”) under its Commercial Arbitration Rules. For more information, see www.adr.org or call 1-800-778-7879 FREE. No award of punitive damages will be made in any such arbitration. Each party will bear its own fees and costs in connection with any such arbitration, but the costs incurred through AAA, including the fees and expenses of the arbitrator, will be shared equally by the parties unless the arbitration award provides otherwise. All arbitration proceedings will be held only in [Location]. The decision of the arbitrator or arbitrators is final, and binding and any award may be confirmed and enforced in any court of competent jurisdiction.
- 11.3 Conflict with AAA rules. This Agreement governs to the extent it conflicts with the AAA’s Commercial Arbitration Rules.
- 11.4 Claims or Disputes must be filed within one year. To the extent permitted by law, any claim or Dispute to which Section 12 applies must be filed within one year in arbitration (Section 12.2). The one-year period begins when the claim or Notice of Dispute first could be filed. If such a claim or Dispute isn’t filed within one year, it’s permanently barred.

12. CCPA Compliance.

12.1 Definitions. The following definitions and rules of interpretation apply in this Section:

- (a) “CCPA” means the California Consumer Privacy Act of 2018, as amended (Cal. Civ. Code §§ 1798.100 to 1798.199), and any related regulations or guidance provided by the California Attorney General. Terms defined in the CCPA, including Personal Information and business purposes, carry the same meaning in this Agreement.
- (b) “Consumer” means a natural person who is a California resident, as defined in [Section 17014 of Title 18 of the California Code of Regulations](#), as that section read on September 1, 2017, however identified, including by any unique identifier.
- (c) “Services” means hosting, maintaining, and provisioning access to the Software to Client, and providing related support services, in addition to any other services described in this Agreement for which, in any of the foregoing cases, WSD receives or accesses Personal Information.
- (c) “Personal Information” means information that identifies, relates to, describes, is capable of being associated with, or could reasonably be linked, directly or indirectly, with a particular Consumer or household and shall include the examples of Personal Information identified in Cal. Civ. Code Section 1798.140(o) of CCPA but not include data or information that is publicly available within the meaning of such section or that has been deidentified within the meaning of Cal. Civ. Code Section 1798.140(h) of CCPA.

12.2 Service Provider Relationship. Client acknowledges and agrees that WSD is acting as a Service Provider within the meaning of CCPA in connection with the Services.

12.3. Use of Personal Information. WSD, as a Service Provider, will not use Personal Information for any purpose not permitted by CCPA. WSD will not retain, use, or disclose Personal Information for any purposes other than expressly specified herein, including, without limitation, performing the Services. As permitted by CCPA, WSD may aggregate, deidentify, or anonymize Personal Information, so that it no longer meets the Personal Information definition, and may use such aggregated, deidentified, or anonymized data for its own research and development purposes. WSD will not attempt to or re-identify any previously aggregated, deidentified, or anonymized data.

12.4 Personal Information Inquiries and Requests. WSD will comply with all reasonable instructions from Client related to (i) questions or complaints received from Consumers regarding their Personal Information (each, a “Privacy Inquiry”) and (ii)

any requests from Consumers exercising their rights in their Personal Information granted to them under CCPA ("Privacy Request"). If WSD is directly contacted with a Privacy Inquiry or Privacy Request, WSD will forward such inquiry to Client. Unless otherwise permitted by CCPA, WSD will only take actions regarding a Privacy Inquiry or a Privacy Request pursuant to its legal obligations and Client's lawful and commercially reasonable instructions. At Client's written request, WSD will assist Client at Client's expense in answering or complying with any Privacy Inquiry or Privacy Request within thirty (30) days of Client's written request.

13. Contracting Entity, Court of Venue, and Applicable Law.

You are contracting with WSD Digital LLC, 2 Waterside Crossing, Suite 301, Windsor, CT 06095 U.S.A. The laws of the Client's state govern the interpretation of this Agreement, claims for breach of it, and all other claims (including consumer protection, unfair competition, and tort claims), regardless of conflict of law principles, except that the AAA governs all provisions relating to arbitration. Client and WSD irrevocably consent to the exclusive jurisdiction and venue of the state or federal courts in Connecticut, for all Disputes arising out of or relating to this Agreement or the services that are heard in court (not arbitration and not small claims court).

14. General.

14.1 No Assignment. Neither this Agreement nor any right or obligation arising hereunder may be assigned by Client in whole or in part, without the prior written consent of WSD, provided however, this Agreement may be assigned if Client is acquired or sells all or substantially all its business or assets to another entity which is not a direct competitor of WSD and such entity agrees in writing to be bound by all the terms and conditions of this Agreement. Any actual or proposed change in control of Client that results or would result in a direct competitor of WSD directly or indirectly owning or controlling 50% or more of Client shall entitle WSD to terminate this Agreement for cause immediately upon written notice. Subject to the restrictions on assignment of this Agreement by Client, this Agreement shall be binding upon and inure to the benefit of the successors and assigns of each of the parties hereto. Any purported assignment in violation of this section shall be void. This Agreement may be assigned in whole or in part by WSD.

14.2 Notices. Client consents to WSD providing notifications about the services or information the law requires us to provide via email to the address that Client specified when it signed up for the Software. Notices emailed to Client will be deemed given and received when the email is sent.

14.3 Amendment. Amendments, modifications, or supplements to this Agreement must be in writing signed by an authorized representative of both parties.

14.4 Counterparts. This Agreement may be executed simultaneously in two or more counterparts, each of which will be considered an original, but all of which together will constitute one and the same instrument. Electronic signatures shall suffice to bind the party in the same manner as if an original signature had been delivered.

14.5 Severability. If any part of this Agreement is found to be illegal or unenforceable, those parts will be severed with the remainder of the Agreement remaining in full force and effect.

14.6 Entire Agreement. This Agreement, the appendices, and subordinate documents referenced in this Agreement constitute the entire agreement between the parties with respect to the subject matter contained herein, superseding all previous agreements pertaining to such subject matter.

SCHEDULE A – RESPONSIBILITIES AND SPECIFICATIONS

1. Client Responsibilities

- Maintain staff, location, department and appointment timeslot data, in accordance with the fee schedule;
- Maintain, update, and manage all custom content;
- Client acknowledges custom work, such as post-implementation new user database upload, will be considered premium services defined in a Statement of Work, and additional fees may apply.

2. Client Specifications

- Location Creation: Client is responsible for location maintenance and associated data management tasks.

3. WSD Responsibilities

- Make education, training, and support available through the online help center.
- Provide access to a support team via email, available from 8 AM ET- 6 PM ET, excluding weekends and holidays;
- Additional client-specific training can be provided at a rate of \$125 per hour.

4. WSD Product Specifications (Software Platform)

The Software platform includes modules and functionality listed below. The modules and functionality listed below excludes usage by third-party origination or counties, municipalities, towns, or branches unless otherwise stated in this Agreement.

Software Customer / User
User selects Department
User selects Appointment Type
System displays list of locations
User selects desired Location
System displays available appointment times by day
User selects desired appointment date and time
User must enter Name, email and phone number
User may select option to receive SMS text message
User submits and receives appointment confirmation.
User receives email confirmation message.
User may receive SMS text message.
Software Admin
User logs in using their credentials.
User selects Locations from the menu.
System displays a list of Locations; user can select one to edit or add a new location.
User enters Location details and clicks Save.
User selects Departments from the menu.
System displays a list of Departments.
User can select a Department; system displays all related Appointment Types.
User can select an Appointment Type; system displays all existing appointment time slots by day.
User can delete one or more days or one or more appointment time slots.
User can add appointment time slots by selecting a Department, Location and Appointment time slot and entering starting and ending dates and times, the time slot interval, and the number of slots to create.
User selects Staff from menu.

User can add or edit Staff by entering their Name, contact information and Department and Location assignments.
User selects Configuration from the menu.
User can add or edit custom content for the Agency details, email message and text message
Software Staff
User selects Scheduler Dashboard from the menu.
System displays all pending appointments in Datetime order.
User can assign appointments to a Staff person.
User can select an appointment and select Check In.
User can select an appointment and select Cancel; system cancels the appointment and sends a cancellation email to the customer.
User can select Calendar View from the menu.
System displays a calendar view of all scheduled appointments by Month, Week or Day.
User can select an appointment to view the details.
User can select to Print the list of appointments by Month, Week or Day.
Users can share their calendar with public

SCHEDULE B – FEE FOR LICENSES AND SERVICES

Client will pay subscription fees in advance on a month-to-month basis unless Client elects to cancel their subscription at any time for the plan selected at signup. Subscription fees for available plans are set forth below. As part of the order process, Client will notify WSD in writing of its plan selection.

SAAS PRICING PLANS

<p>\$0</p> <p>Free Trial!</p> <p>Engage Me</p> <p>For individuals who want to take control of their day to day engagements</p> <p>TRY ME</p> <p>Free plan features</p> <ul style="list-style-type: none">✓ Engagement Bookings w/personalized link to share your availability✓ Advanced Calendar✓ CRM Configuration w/custom email templates and branding✓ Outlook & Gmail Integration✓ Dashboard✓ Third party Video Call Integration <p>Includes</p> <ul style="list-style-type: none">✓ 19 appointments per month	<p>\$29/month</p> <p>Best for Small Business</p> <p>Engage Start</p> <p>For small companies that want to improve engagements with their customers</p> <p>SELECT PLAN</p> <p>All Free plan features plus</p> <ul style="list-style-type: none">✓ SMS Text one way✓ Unlimited Users✓ Internal chat communication✓ Internal group chat communication✓ Video Call one to one✓ Location and Department Management <p>Includes</p> <ul style="list-style-type: none">✓ 100 appointments per month✓ 250 SMS Text <p>Special Feature: Engagement Bookings w/personalized link to share your availability,Advanced Calendar,CRM Configuration w/custom email templates</p>	<p>\$99/month</p> <p>Best for Medium Business</p> <p>Engage Grow</p> <p>For medium size companies managing their customer engagements with multi modal communications</p> <p>SELECT PLAN</p> <p>All Start plan features plus</p> <ul style="list-style-type: none">✓ 2 Way SMS Text✓ Broadcast SMS Text & Email✓ Voice Call Outbound✓ Reporting✓ Create & Update Users and Roles <p>Includes</p> <ul style="list-style-type: none">✓ 250 appointments per month✓ 1,000 SMS Text includes 2 way✓ 250 minute per month <p>Special Feature: Engagement Bookings w/personalized link to share your availability,Advanced Calendar,CRM Configuration w/custom email templates and branding,Outlook & Gmail Integration,Dashboad,Third party Video Call Integration</p>	<p>\$499/month</p> <p>Best for large enterprise</p> <p>Engage Pro</p> <p>for large enterprise customers for customer engagement across multiple divisions and locations with unique needs</p> <p>SELECT PLAN</p> <p>All Grow plan features plus</p> <ul style="list-style-type: none">✓ Call Center Inbound and outbound calling✓ Single Sign on✓ Multi Tenant✓ API Integration <p>Includes</p> <ul style="list-style-type: none">✓ 1,000 appointments per month✓ 10,000 SMS Text includes 2 way✓ 1,000 mins per mon. <p>Special Feature: Engagement Bookings w/personalized link to share your availability,Advanced Calendar,CRM Configuration w/custom email templates and branding,Outlook & Gmail Integration,Dashboad,Third party Video Call Integration</p>
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