Software and Services Subscription Agreement

Samaritan Technologies
265 East 100 South, #290
Salt Lake City, UT 84111

Date:		Agreement No.: 20180808-10XX

CUSTOMER:

Name:			
Address:		Legal Contact:	
Email:		Phone:	

Samaritan Software, LLC doing business as Samaritan Technologies is referred to herein as "Samaritan" and is engaged in the business of providing online software and database solutions to its licensees. _____, referred to herein as "Customer" has requested Samaritan to provide an online software and database solution (consisting of Licensed Software and Services) as described in this Agreement. Accordingly, the Parties agree to the following Terms and Conditions.

Terms and Conditions

Section 1 – Use of Licensed Software

1.1 **Licensed Software.** The "Licensed Software" will mean the computer program(s) listed in Appendix A under the Licensed Software heading.

1.2 **License and Authorized Users.** Subject to the terms and conditions of this Agreement and Customer's compliance therewith, Samaritan grants to Customer a non-exclusive non-transferrable limited term license for Customer's Authorized Users to access and use the Licensed Software (the "License"). The Licensed Software will be resident on Samaritan Servers (defined below). The Authorized Users will access and use the Licensed Software from Customer's Computers (defined below) via the Internet through compatible web browsing software resident on Customer's Computers. Except for the transmission and storage of Customer Data (as described in Section 5.1), Customer and its Authorized Users may not transmit, upload or store any data, computer programs, or other subject matter to or on Samaritan Servers. Customer may access and use the Licensed Software only in the ordinary course of Customer's business operations and only by and through Authorized Users. "Authorized Users" are defined in Appendix D under the Authorized Users heading. Authorized Users must be authorized by Customer and must be obligated by Customer to comply with and respect the provisions of this Agreement that relate to Authorized Users or the protection of Samaritan's intellectual property, Licensed Software, Client Software and confidential information. The License and Customer's rights may be further limited as described in Appendix D, including Term, Number of Users, and any other limits described in Appendix D. If any of the limits in Appendix D are exceeded, Customer must pay Samaritan at Samaritan's then-current rates and fees for the excess. Customer and its Authorized Users may access and use the Licensed Software System only in accordance with the Documentation.

Exceptions, if any, to this Section 1.2 are set forth in Appendix E.

1.3   **Samaritan Servers.** "Samaritan Servers" means the server(s) and any other computer(s), storage media, hardware and system(s) selected or designated by Samaritan for the storage and execution of the Licensed Software for the purpose of allowing Customer's Authorized Users access to and use of such Licensed Software under the License of Section 1.2. The Licensed Software will be served or made available from or by the Samaritan Servers to Customer's Computers via the Internet (see Section 1.4). Samaritan Servers are not dedicated exclusively to the Licensed Software or Customer unless specifically stated otherwise in Appendix D under the Assumptions heading. Samaritan Servers may be located at Samaritan's or its contractor's site(s).

1.4   **Customer's Computers.**   "Customer's Computers" means computers functioning as Internet clients or workstations that are in the possession and control of Customer's Authorized Users and used by Customer's Authorized Users to access and use Licensed Software as described in this Agreement.

1.5   **Responsibilities of Samaritan.**   Samaritan is responsible for the procurement and maintenance and server-side Internet access of the Samaritan Servers and the Licensed Software. Samaritan is also responsible for any operating system and other third party software needed to run the Licensed Software on the Samaritan Servers. Samaritan or its contractor, not Customer, owns and holds the licenses to such third party software. Samaritan (directly or through its contractor) will contract with the applicable third party software licensors for software maintenance and updates and new versions as Samaritan deems appropriate. Samaritan will determine which updates and new versions of the third party software are installed on the Samaritan Servers.

1.6   **Responsibilities of Customer.** Customer, at its expense, is responsible for procuring, installing, implementing, and maintaining Customer's Computers (including system software), compatible web browsing software, Internet access, data feeds, telecommunications, networks, peripherals and any other items and services needed by Customer's Computers and Authorized Users to access (via the Internet) the Licensed Software running on Samaritan Servers, and Customer Data resident on the Samaritan Servers.   Customer will follow Samaritan's then-current reasonable specifications and guidelines with respect to the foregoing. The initial specifications include, but are not necessarily limited to, the "Specified Configuration" identified in Appendix A. Updates to the foregoing may be required from time to time as described in update notices from Samaritan. Customer is responsible for procuring, installing and implementing such updates. Customer is responsible for items listed in Appendix A as "Customer Deliverables and as listed in the Service Proposal under "Customer's Responsibility and Deliverables". In the event a conflict between Appendix A and the accepted Service Proposal, items listed in Appendix A take precedence.

1.7   **Licensed Software Updates and New Versions.** The License includes any maintenance fixes, patches, and updates to and new versions of Licensed Software that Samaritan elects to install on the Samaritan Servers and include in the License of Section 1.2. All such maintenance fixes, patches, updates, and new versions will become part of the Licensed Software. Customer's rights and License will only apply to the then-most-current version of the Licensed Software installed on, and available to Customer's Authorized Users from, the Samaritan Servers. Customer shall coordinate with Samaritan to see that the version of the Licensed Software in use by Customer's Authorized Users is no more than one year older than the version of the Licensed Software most recently released by Samaritan for production usage. Customer acknowledges that usage of older versions of the Licensed Software may incur increased support costs as outdated versions of the Licensed Software may require extra work to address issues that have already been addressed in more recent versions. Prior or outdated versions of the Licensed Software (and any maintenance fixes, patches, workarounds, and updates to such prior or outdated versions) may be discontinued by Samaritan. Notwithstanding anything herein to the contrary,

Samaritan has no obligation to include in the License or make available for access and use by Customer, any future features or functionality of the Licensed Software that represent a substantially new capability or utility of the Licensed Software in the reasonable discretion of Samaritan. Samaritan may condition the inclusion and availability of such future features and functionality on the payment of additional fees and/or on other conditions and terms. If Customer agrees to pay such additional fees and agrees to such other conditions and terms, if any, then that future feature or functionality of the Licensed Software will be included in the License of Section 1.2 and will be Licensed Software under and subject to this Agreement. Exceptions, if any, to this Section 1.7 are set forth in Appendix E.

1.8　**No Rights to Code.** Customer and Authorized Users are not entitled to receive any copy of any of the Licensed Software in any form (source code, object code, executable code, or other form). The License is strictly limited to remote access via the Internet as described above. In the event that Customer or any Authorized User does receive any of the Licensed Software, Customer and Authorized Users will not decompile, disassemble or reverse engineer any of the Licensed Software, or distribute or publish any copy of any of it, or modify it or create any derivative work based on it, or in any way facilitate any of the foregoing. Nothing in this Section 1.8 prohibits Customer's Authorized Users from receiving or displaying on Customer's Computers any web pages "served up" by the licensed use of the Licensed Software.

1.9　**Documentation.** To the extent that any documentation or materials (in any form, online, electronic, printed or otherwise) relating to the Licensed Software or Services are made available by Samaritan to Customer or any Authorized User, they are referred to herein as "Documentation" and Customer and its Authorized Users will use such Documentation only to facilitate the licensed use of the Licensed Software (and Client Software, if any) under this Agreement and Customer and Authorized Users will not disclose any of the contents of such Documentation to any third party and will not distribute any copy of any of such Documentation to any third party unless and to the extent only that Samaritan gives specific written permission. Samaritan is the owner of the copyrights to such Documentation.

1.10　**Client Software.** If and to the extent that Samaritan provides to Customer any Client Software, then Customer is licensed to have its Authorized Users use such Client Software on Customer's Computers only for the purpose of enabling or facilitating the licensed access to, and use of, the Licensed Software in accordance with this Agreement, and for no other purpose (the "Client Software License"). "Client Software" is any client software, applet, or program provided by Samaritan to Customer for use on Customer's Computers for the purpose of enabling or facilitating access to and use of the Licensed Software. Client Software is not Licensed Software. Customer is not entitled to any source code for the Client Software. Customer must not decompile or otherwise reverse engineer the Client Software. Customer must not disclose or distribute any of the Client Software to any third party. The Client Software License will terminate upon any termination of the License of Section 1.2. Upon termination of the Client Software License, Customer must erase or destroy all copies of the Client Software within the possession or control of Customer. Client Software does not include any client software, applet, or program licensed or provided by Samaritan to Customer under a different agreement (e.g., a separate license agreement) or any third party software or products distributed or provided by Samaritan to Customer.

1.11　**Passwords and Access.** User IDs (e.g., logins), passwords and access to the Licensed Software and Customer Data residing on Samaritan Servers will be administered and governed by Samaritan's then-current reasonable guidelines and procedures. Customer is responsible for any and all activities that occur under its accounts(s) and for the confidentiality of all User IDs and passwords of Authorized Users and for the confidentiality of any other security-related information disclosed to Customer. Customer must safeguard such User IDs, passwords, and security-related information. Customer must notify Samaritan of any known unauthorized use of Customer's account(s) and any other

breach of security relevant to this Agreement or Samaritan.

1.12   **Security.**   Customer is responsible for maintaining adequate technical and procedural access controls and system security requirements and devices to ensure that there is no unauthorized or improper access or use of Customer Computers, Client Software, Licensed Software or Samaritan Servers or violation of data privacy or confidentiality from, by or through any equipment, computers, networks, communication links or devices, offices, facilities, employees, agents, representatives, contractors, volunteers, clients, customers, affiliates or Authorized Users of Customer.   Samaritan is not responsible or liable for any unauthorized or improper access to or use of the Client Software, Licensed Software, Customer Computers, or any Customer Data where such access or use originates outside of Samaritan Servers or from, by or through any equipment, computers, networks, communication links or devices, offices, facilities, employees, agents, representatives, contractors, clients, customers, affiliates or Authorized Users of Customer.   Customer will also be responsible for implementing and maintaining virus detection, quarantine, and eradication capabilities and other similar protections for its computers and systems.   These capabilities and protections are not provided by Samaritan to Customer.

1.13   **Personal Information.**   Customer and its Authorized Users must not disclose any personally identifiable information (PII), protected health information (PHI), payment card information (PCI) or any other personal information in violation of any law, regulation or government order or the rights of any person.   Customer will indemnify Samaritan and its officers, managers, employees, contractors and representatives against, and hold them harmless from, any such violation and any claims of such violation, and any judgments, settlements, damages, awards, expenses, costs, losses, and attorneys' fees.

1.14   **Intellectual Property.**   The Licensed Software, Client Software, and Documentation and the copyrights and intellectual property in and to the Licensed Software, Client Software, Documentation and Services are the property of Samaritan (and its licensors, if any, to the extent that the Licensed Software, Client Software, Documentation and Services include any computer programs or intellectual property licensed by such licensors to Samaritan for inclusion in or with the Licensed Software, Client Software, Documentation or Services).   Samaritan does not assign or convey ownership of any copyright or other intellectual property to Customer.

Section 2 - Services

2.1   **Data Storage Services.**   As part of the Services, the Customer Data will be stored on Samaritan Servers and available to Customer in connection with its licensed use of the Licensed Software and in accordance with this Agreement (the "Data Storage Services") - see Section 5.1.   See also "Temporary Customer Data Storage Services" under Section 6.4.

2.2   **Services - Configuration, Training, Support, etc.**   "Services" will mean the Data Storage Services and any configuration services, training, support, maintenance, and other services described in this Agreement and the Statement of Services which is attached as part of Appendix A to this Agreement.   Samaritan will perform the Services for Customer.   If the Statement of Services includes any time schedule or times for performance or completion of performance of Services, such time schedule and times are estimates and Samaritan will use commercially reasonable efforts to meet such time schedule and times, but they are not guaranteed by Samaritan.

2.3   **Additional Services.**   If Customer desires additional services or changes to the Statement of Services, the Parties may supplement or amend the Statement of Services of Appendix A or add additional Statements of Services to Appendix A, but any such supplement, amendment or additional Statement of Services must be agreed to by both Parties in writing.   The additional services and changes to Services described in such supplements, amendments and additional Statements of Services will be

governed by this Agreement as "Services." The Fees and Payment Schedule of Appendix B will be supplemented or amended or additional Fees and Payment Schedules will be added to this Agreement to specify the fees and charges which must be paid by Customer for the additional or changed Services. If no fees or charges are specified for the additional or changed Services, and if Samaritan provides or agrees to provide such additional or changed Services, then Customer must pay to Samaritan the then-current standard fees charged by Samaritan for such additional or changed Services, unless Samaritan has waived in writing the fees or charges for the additional or changed Services. See also Section 4.6.

2.4 **Cooperation.** Customer will make promptly available to Samaritan such information, assistance and cooperation as Samaritan may reasonably request in providing Services to Customer under this Agreement.

2.5 **Licensed Global Publishing Content.** Customer and its Authorized Users may submit "Licensed Global Publishing Content" to Samaritan in accordance with Appendix F.

Section 3 - Support and Maintenance

3.1 **Telephone Support.** Telephone Support shall mean support delivered via telephone or other methods as defined in this Section 3.1. Customer shall be entitled to Telephone Support from Samaritan's customer support personnel. Telephone Support is subject to the reasonable availability of Samaritan's customer support personnel during the times and on the days specified in Appendix A. Telephone Support is subject to Samaritan's then-current Telephone Support policies, limitations and procedures. The Support Fee entitles Customer to not more than the Maximum Number of Support Hours of Telephone Support as set forth in Appendix A. Telephone Support beyond this limit is governed by Section 2.3 of this Agreement as Additional Services. All communications between Customer and Samaritan relating to support issues must be with Customer's support contact person(s) listed in Appendix C and such contact person(s) must have received training from Samaritan and must be familiar with any user documentation or other instructions/information provided by Samaritan to Customer. Samaritan has no obligation to communicate with any other Customer personnel or Authorized Users on support issues or on Errors under Section 3.2. Telephone Support (including hours) may also be provided via emails, Internet chat, and faxes or other electronic means rather than telephone, and the foregoing will apply to such emails, Internet chat, and faxes or other electronic means as part of such support unless specified otherwise in Appendix A.

3.2 **Maintenance and Errors.** Samaritan is responsible for the maintenance of the Licensed Software and Samaritan Servers as provided in Section 1.5. Samaritan shall use commercially reasonable efforts to diagnose Errors reported by Customer and to troubleshoot such Errors and to provide maintenance fixes, work-around solutions, or other solutions to such Errors. The term "Errors" as used herein means programming errors in the Licensed Software that materially and adversely causes the Licensed Software to fail to operate or perform in accordance with its then-current Documentation. These Errors do not include any problem or error associated with Customer's responsibilities under Section 1.6, Section 1.12 or a Force Majeure. If a problem or error reported by Customer is not an Error as described above, then Customer will pay Samaritan on a time plus expenses basis under Section 2.3 for services, diagnosis, troubleshooting, and workarounds related to such problem or error. Customer will report Errors to Samaritan in accordance with Samaritan's then-current reasonable Error reporting procedure and shall provide to Samaritan reasonably detailed documentation and written explanation, together with underlying data, to substantiate any Error and to assist Samaritan in its efforts to diagnose, reproduce and correct the Error. Samaritan reserves the right to prioritize Errors, including Errors reported by Samaritan's other customers or licensees, and the timing of efforts under this Section, with the understanding that Samaritan must be reasonably diligent.

Section 4 - Payments, Assumptions, and Change Orders

4.1   **Fees.**   Customer will pay to Samaritan the fees and other charges set forth in the Fees and Payment Schedule attached hereto as Appendix B.   Payment of the Subscription fee only entitles Customer to the License of Section 1 for the specified Term.   The other fees and charges in Appendix B are payment for the Services specified in the Statement of Services of Appendix A, but not any Additional Services.   Additional fees and charges may be required as provided in Sections 1.7 and 2.3.   All payments to Samaritan under this Agreement will be in United States of America dollars.   For each Renewal Period, the fees are subject to increase by Samaritan.

4.2   **Users.**   The License and Customer's rights are limited to and the fees are based on the Number of Users specified in Appendix D.

4.3   **Expenses.** In addition to these fees, Customer will reimburse Samaritan for costs and expenses (including any travel, lodging and meals) reasonably incurred by Samaritan in connection with any Services provided at a Customer location or any other location other than a facility of Samaritan or the location of Samaritan Servers.

4.4   **Taxes.**   The fees and other amounts payable by Customer to Samaritan under this Agreement do not include any taxes of any jurisdiction that may be assessed or imposed upon the Licensed Software, Client Software or Documentation accessible by or delivered to Customer, or any license or right granted under this Agreement, or the Services provided under this Agreement, or otherwise assessed or imposed in connection with the transactions or matters contemplated by this Agreement, including any sales, use, excise, value added, personal property, export, import and withholding taxes, and excluding only federal and state taxes based upon Samaritan's net income. Customer shall directly pay any such taxes assessed against it, and Customer shall promptly reimburse or pay Samaritan for any such taxes payable or collectable by Samaritan. If any taxes are withheld from any payments to Samaritan under this Agreement, Customer must pay such taxes and ensure that Samaritan receives the full amount of all payments as stated in this Agreement.

4.5   **Late Payment, Suspension and Termination.**   Any amount not paid by Customer to Samaritan in full in a timely manner will accrue interest at the rate of 1.5% per month or the highest rate allowed by applicable law, whichever is less, and such interest will be promptly paid by Customer to Samaritan in addition to all other amounts payable under this Agreement. If Customer fails to pay to Samaritan, within ten (10) days after Samaritan makes written demand there for, any past-due amount payable under this Agreement (including interest thereon), in addition to all other rights and remedies which Samaritan may have at law or in equity, Samaritan may, in its sole discretion and without further notice to Customer, suspend performance of any or all of Samaritan's obligations and Customer's rights under this Agreement (including, without limitation, the License and support) until all past due amounts are paid in full and Samaritan shall have no liability, during the suspension of such services, with respect to Customer's inability to access or use the Licensed Software or Customer Data. If the failure to pay lasts for more than 30 days after such demand, Samaritan may terminate this Agreement in accordance with Section 6.2.

4.6   **Assumptions.**   It is understood that this Agreement and the License and Services are based on the "Assumptions," if any, stated in Appendix A. If actual loads, traffic, demands or other circumstances are not within such Assumptions, then additional fees or charges may be required by Samaritan.

4.7   **Amendments.**   If the Parties desire to amend this Agreement, including any Appendix, they may do so, but only by a written amendment signed by both Parties.

4.8   **Acceptance.**   During the Initial Term after Samaritan completes the initial implementation services specified in Appendix A Samaritan will give notice to Customer requesting that Customer determine whether the implementation is acceptable. Customer will have ten (10) business days (the "Initial Review Period") to give notice to Samaritan either accepting the implementation or stating the reasons why the implementation is unacceptable. If Customer does not provide notice of acceptability or unacceptability within the Initial Review Period then the implementation will be considered accepted by Customer, and all related fees are due for payment (as defined in Appendix B). Upon Customer's use of eRecruiter on a publicly accessible website interface or Customer's intranet in order to recruit volunteers from members of the public not employed by or affiliated with Customer or Customer employees or the addition of more than thirty (30) volunteer records to the Customer Data stored on the Samaritan Servers beyond any initial data conversion the implementation services will be considered accepted by Customer, and all related fees are due for payment (as defined in Appendix B). If the implementation services are not acceptable, then Samaritan will promptly revise/re-perform the implementation services, at no additional charge to Customer, and then request that Customer determine whether the revised/re-performed implementation is acceptable. Notwithstanding the foregoing, changes, omissions, or additions to Customer's written specifications will not be considered reasons for unacceptability. Customer will have five (5) business days (the "Revision Review Period") to give written notice to Samaritan either accepting the revised/re-performed implementation or stating the reason the revised/re-performed implementation is unacceptable. If Customer does not provide notice of acceptability or unacceptability within the Revision Review Period then the implementation will be considered accepted by Customer, and all related fees are due for payment (as defined in Appendix B). If the revised/re-performed implementation is unacceptable, then Customer may, at its option, either: (a) extend the time for Samaritan to correct the unacceptable implementation and continue acceptance testing in accordance with the procedure set forth above; or (b) give notice to terminate this agreement to Samaritan

Section 5 - Customer Data and Confidentiality

5.1   **Customer Data.** "Customer Data" means the data of Customer that are transmitted by Customer or an Authorized User to Samaritan's Computers as part of the licensed use of Licensed Software. Transmitting of Customer Data must be in accordance with Samaritan's then-current reasonable specifications and guidelines. Such Customer Data will be kept confidential by Samaritan (and its contractors, if any), subject to Section 5.2 below. Customer warrants that Customer Data and the transmitting and storage of such data will not infringe, misappropriate or violate the rights or intellectual property of any third party. Customer is responsible for the accuracy, integrity, completeness and content of Customer Data.

5.2   **Privacy.**

(a)   **Individual and Organization Information:** Except for with the Customer's Authorized Subprocessors and for the specific elements of Customer Data listed in Appendix G, or as described below (Shared or Published Information), or as required by law, regulation or order of a court or government entity, Samaritan will not disclose, reveal, share, or sell any PII, PHI, or PCI in Customer Data about any individual including name, address, telephone number, or email address, nor will Samaritan disclose any statistical information in Customer Data that identifies any specific individual volunteer or organization without that volunteer's or organization's prior written approval.

(b)   **Shared or Published Information:** Samaritan's eCoordinator™ and eRecruiter™ software and services are specifically designed for the purpose of easily sharing volunteerism information. Once Customer chooses to share, disclose, or publish such information, including, but not restricted to, information about individual volunteers, clients (recipients of volunteer service), service

opportunities, or organizations by using Samaritan's software, **Samaritan is not responsible for the use, disclosure or publication of the information by or to its recipients. Customer also acknowledges that once such information has been shared, disclosed or published it cannot be retrieved even if Customer should later desire to do so**.

        (c)   **Use of Customer Data for Statistical Purposes:** Samaritan may extract data (including Customer Data) stored on Samaritan Servers and compile or create general bulk statistical information about volunteerism and other subjects, and may publish, copy, use, distribute, license and/or sell such general bulk statistical information and authorize others to do so. Such general bulk statistical information must not include PII, PHI, or PCI.

        5.3   **Confidential Information of Customer.** Samaritan (and its contractors, if any) will keep confidential, and will not use except in the performance of Services, any other information (i.e., information other than Customer Data) disclosed by Customer to Samaritan in connection with the Services, provided that such other information when given to Samaritan is marked or identified in writing as "Confidential" or "Proprietary." If Customer discloses such other information orally to Samaritan, and if Customer desires to have such other information protected under this Section 5.3, then Customer must reduce such other information to writing, mark it as "Confidential" or "Proprietary" and deliver such writing to Samaritan within two weeks of the first oral disclosure of such other information to Samaritan. This requirement does not apply to Customer Data.

        5.4   **Confidentiality of Samaritan Information.** Customer will keep confidential, and will not use for any purpose other than this Agreement, any information disclosed by Samaritan to Customer about, or that is learned or observed by Customer from, the technologies, methodologies, equipment, software and processes used by Samaritan as well as the Licensed Software, Client Software, Documentation, and Services. Customer will ensure that its employees, agents, representatives and contractors comply with these obligations. Any exceptions to this paragraph may only be granted in writing by Samaritan. This paragraph will not prohibit the Customer from making general comments regarding its user experiences with Services and Licensed Software.

        5.5   **Exceptions.** Neither Party will have any obligation under Sections 5.3 and 5.4 above with respect to information that is publicly known at the time of first disclosure to the receiving Party or that is in the receiving Party's possession prior to first disclosure by the disclosing Party to the receiving Party. If through no fault of the receiving Party, any confidential information of the disclosing Party subsequently becomes publicly known, then the receiving Party will thereafter have no obligation under Section 5.3 or 5.4 with respect to such publicly known information. If any information is lawfully disclosed or licensed by a third party to a receiving Party, then Sections 5.3 and 5.4 will not restrict the receiving Party from making any use or disclosure thereof that is lawfully authorized by the third party. If any disclosure of confidential information is required by law, government regulation, or court order, the receiving Party may make such disclosure, but the receiving Party must first give notice thereof to the disclosing Party and cooperate with the reasonable request of the disclosing Party, at the disclosing Party's expense, in seeking and obtaining any protective orders or other protections that might be available. This Section does not apply to or excuse any infringement of copyrights or patent rights. Notwithstanding anything to the contrary, Samaritan has no obligation or restriction with respect to any Feedback - see Section 5.8 below. Notwithstanding anything to the contrary, the restrictions and obligations in this Agreement (or in any other agreement) applicable to Customer Data or any confidential or proprietary information of Customer do not apply to any Licensed Global Publishing Content under Appendix F.

        5.6   **Pricing and Terms.** Customer will not disclose any of the fees or other pricing or other terms or conditions of this Agreement to any third party or any Authorized User who is not an employee of Customer.

5.7   **No Hire.** For the Term of this Agreement plus two years, Customer will ensure that Customer and its affiliates do not hire or engage any of Samaritan's employees as employees or contractors, without the advance written consent of Samaritan in each case. Such consent may be withheld.

5.8   **Feedback.** Customer and its Authorized Users are invited to provide Feedback to Samaritan. As used in this Agreement, "Feedback" means any feedback, recommendations, criticisms, enhancements, improvements, ideas, features, functionality, capabilities, methods, processes, and information relating to any Licensed Software, Client Software, Services or Samaritan's business. Samaritan has the right, but not the obligation, to incorporate any Feedback into any products, software or services and to otherwise use, implement, make, practice, modify, enhance, and commercialize Feedback without any obligation to account to Customer or Authorized Users. This right also applies to any Affiliates, successors and designees of Samaritan.

Section 6 - Term and Termination

6.1   **Term and Termination.** The "Term" of this Agreement is the "Initial Term" plus any Renewal Period(s). The Initial Term and Renewal Periods are defined in Appendix D attached hereto. At the end of the Initial Term, this Agreement may be renewed on a renewal period-to-renewal period basis thereafter, but only if and for each Renewal Period that is agreed to by the Parties in writing or for which Customer pays an invoice from Samaritan. This Agreement will terminate and expire at the end of the Term of this Agreement. The Agreement (including the Term) is subject to earlier termination only as described below or elsewhere in this Agreement.

6.2   **Breach.** If either Party breaches this Agreement and fails to cure said breach within 30 days after receiving notice of said breach from the non-breaching Party, then the non-breaching Party may terminate this Agreement. This Section will not limit the relief, remedies and damages to which the non-breaching Party may be entitled. A failure to make payment is considered a material breach of this Agreement. A party will be deemed in breach of this Agreement for the purposes of this Section if such Party is or becomes insolvent or unable to pay its debts in a timely manner.

6.3   **Effect of Termination.** In the event of any termination or expiration of this Agreement, the following will apply: (a) Sections 4.3, 4.4, 4.5, 5, 6, 7, and 8 and all obligations to indemnify or hold harmless and all provisions relating to the protection of Licensed Software, Client Software, Documentation or Samaritan's intellectual property will survive termination or expiration and remain in effect; (b) Termination or expiration of this Agreement will not affect or delay any payment under this Agreement that accrues or is payable prior to, or that is for any right or Services performed prior to, such expiration or termination; (c) All licenses and rights of Customer under this Agreement will terminate and all access to and use of the Licensed Software, Documentation and Client Software by Customer will terminate; and (d) Services will cease. Customer must ensure compliance of all Authorized Users, employees, agents, representatives, contractors and affiliates with these obligations.

6.4   **Data Storage Without Access Following Termination.** If and as mutually agreed in writing, Samaritan may continue to store Customer Data on Samaritan Servers following termination of this Agreement for an agreed-upon temporary period of time and without Customer or Authorized Users having any license or right to use any Licensed Software or Client Software or to transmit or access Customer Data to or from Samaritan Servers (the "Temporary Customer Data Storage Services"). If the Parties do not reach agreement on Temporary Customer Data Storage Services within 30 days of the termination or expiration of this Agreement or if the Customer declines Temporary Customer Data Storage Services, then Samaritan may erase or destroy the Customer Data. No later than 27 days after the termination or expiration of this Agreement Customer may request and be granted by Samaritan a temporary access to the Licensed Software not to exceed 72 hours in order to export the Customer Data,

but for no other purpose. Such Temporary Customer Data Storage Services will be considered Services under this Agreement and the provisions of this Agreement that are relevant to the Customer Data Storage Services will survive termination and remain in effect for such purpose for the duration of the temporary storage. If the License and this Agreement are fully reinstated by mutually written agreement of the Parties, then the stored Customer Data will be available to Customer for access and use in accordance with the reinstated License and Agreement.

Section 7 - Disclaimers, Limitations, Warranties, and Indemnification

      7.1   **Disclaimer. SAMARITAN MAKES NO WARRANTY, REPRESENTATION OR PROMISE NOT EXPRESSLY SET FORTH IN THIS AGREEMENT. EXCEPT AS EXPRESSLY WARRANTED IN THIS AGREEMENT, THE LICENSED SOFTWARE, CLIENT SOFTWARE, DOCUMENTATION, AND SERVICES ARE PROVIDED ON AN "AS IS" BASIS. THERE IS NO WARRANTY THAT THE LICENSED SOFTWARE, CLIENT SOFTWARE, DOCUMENTATION OR SERVICES ARE ERROR FREE OR THAT THEY WILL BE UNINTERUPTED. SAMARITAN DISCLAIMS AND EXCLUDES ANY AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT. SAMARITAN MAKES NO WARRANTY WITH RESPECT TO ANY HARDWARE, SOFTWARE OR PRODUCT OF ANY THIRD PARTY.** Samaritan shall have no liability under any provision of this Agreement or otherwise with respect to any performance problem, claim of infringement, or other matter to the extent attributable to: (a) any unauthorized or improper access, use or modification of the Licensed Software, Documentation, Client Software or Services, or (b) any combination of any of the Licensed Software, Documentation, Client Software and/or Services with anything not provided by Samaritan (other than as specified in the Specified Configuration provided by Samaritan), or (c) any third party data, or (d) any act or omission by Customer, its affiliates or its Authorized Users, employees, agents, representatives, contractors, clients or customers, or (e) any breach of this Agreement by Customer. Customer is solely responsible for the results obtained from the use of the Licensed Software, Documentation, Client Software, and Services and any reliance thereon.

      7.2   **Limitation on Liability. SAMARITAN'S AGGREGATE LIABILITY ARISING FROM OR RELATING TO THIS AGREEMENT OR THE LICENSED SOFTWARE, LICENSE, CLIENT SOFTWARE, DOCUMENTATION, OR SERVICES (REGARDLESS OF THE FORM OF ACTION OR CLAIM - E.G. CONTRACT, WARRANTY, TORT, MALPRACTICE, AND/OR OTHERWISE) WILL NOT EXCEED A LIMIT EQUAL TO THE ANNUAL SUBSCRIPTION FEE RECEIVED BY SAMARITAN FROM CUSTOMER FOR THE FIRST YEAR OF THIS AGREEMENT. SAMARITAN WILL NOT IN ANY CASE BE LIABLE FOR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL, INDIRECT, EXEMPLARY, OR PUNITIVE DAMAGES OR FOR LOSS OF PROFITS, REVENUE, OR BUSINESS, EVEN IF SAMARITAN HAS BEEN ADVISED OF THE POSSIBILITY THEREOF. SAMARITAN IS NOT RESPONSIBLE FOR LOSS OF USE OF ANY WEBSITE, INTERNET ACCESS, HARDWARE OR SOFTWARE, LOSS OF DATA, COSTS OF RE-CREATING LOST DATA, THE COST OF ANY SUBSTITUTE PERFORMANCE, EQUIPMENT, SOFTWARE, OR SYSTEM, OR CLAIMS BY ANY PARTY OTHER THAN CUSTOMER. THIS AGREEMENT, AND SECTION 7 IN PARTICULAR, DEFINES A MUTUALLY AGREED UPON ALLOCATION OF RISK AND THE FEES AND OTHER CONSIDERATION HAVE BEEN SET TO REFLECT SUCH ALLOCATION. IF CUSTOMER DOES NOT GIVE SAMARITAN NOTICE OF ANY CLAIM BY CUSTOMER AGAINST SAMARITAN WITHIN ONE YEAR OF THE DATE THE CLAIM ARISES, THEN SUCH CLIAM IS WAIVED AND RELEASED BY CUSTOMER.**

      7.3   Responsibility for Results and Third Party Web Sites, Content, Services, and Products. Customer acknowledges that the Licensed Software is a complex software application and that Customer and its Authorized Users, and anyone else relying thereon are cautioned and expected to verify any results or work product obtained through use of the Licensed Software, Client Software, Services, and Documentation. Samaritan will not be responsible or liable for such results or work product. The Licensed Software or its use may enable or invite links to the websites of third parties or the use of third party content, data, services, or products. Samaritan makes no warranty, express or implied, concerning such third party web sites or third party content, data, services, or products, or third party privacy or use

policies or practices, and they are accessed, used and relied upon at the sole risk of Customer and its Authorized Users. Samaritan will have no liability or obligation relating to any such third party or any third party websites or third party content, services, data, or products, or third party privacy or use policies or practices even if such third party content and/or data are stored on or served from Samaritan Servers.

7.4   Reliance on Instructions from Customer. Samaritan may rely on and act in accordance with any instructions, request or information provided to Samaritan by Customer or any of its employees, officers, agents, volunteers, affiliates or contractors, and will incur no liability in doing so. Customer will indemnify Samaritan and its officers, managers, employees and representatives against, and hold them harmless from, any and all claims, actions, damages, liabilities, costs and expenses, including without limitation reasonable attorneys' fees and expenses, arising out of or resulting from Samaritan acting in accordance with such instructions, request or information.

7.5   Other Limitations. The warranties made by Samaritan in this Agreement, and the obligations of Samaritan under this Agreement, run only to Customer and not to its Authorized Users, affiliates, agents, representatives, contractors, clients, customers, or any other persons. Under no circumstances shall any Authorized User, affiliate, agent, representative, contractor, client, customer or other person be considered a third party beneficiary of this Agreement or otherwise entitled to any rights or remedies under this Agreement. Customer shall have no rights or remedies against Samaritan except as specifically provided in this Agreement. Samaritan shall not be deemed Customer's official record keeper for regulatory, government or other purposes and shall have no obligation to retain any records or data on Customer's behalf during the Term or after termination or expiration of this Agreement, but this does not negate or alter Samaritan's obligations with respect to Data Storage Services and Temporary Customer Data Storage Services as expressly stated in this Agreement.

7.6   **Third Party Licensors and Providers.** The limitations, disclaimers and protections of Sections 7.1 to 7.5 may be extended by Samaritan to any third party who licenses or provides to Samaritan any software, data, services, products, or intellectual property relevant to Licensed Software, Client Software, Documentation, Services or this Agreement.

7.7   **Warranties of Customer.**

(a)   **Customer Materials.** Customer warrants that any trade names, service marks, trademarks, logos, text, works of authorship, designs, data, and other materials provided by or on behalf of Customer to Samaritan for inclusion in, or for use with, the Licensed Software, Documentation or Services ("Customer Materials") do not and will not (and such inclusion and use do not and will not) infringe, misappropriate, breach or violate any trade name, trademark, service mark, copyright, patent, trade secret or other intellectual property or right of or obligation to a third party and that Customer has provided and granted to Samaritan all rights necessary for such inclusion and use of Customer Materials. Customer shall indemnify and defend Samaritan and Samaritan's affiliates, directors, officers, employees, shareholders, and representatives against, and hold them harmless from, any such claim and any liabilities, judgments, awards, settlements, damages, losses, attorneys' fees, and costs arising from or attributable to such claims or relating to Customer Materials.

(b)   **No Unlawful or Disreputable Purpose.** Customer warrants that Customer and its Authorized Users will not access or use any of the Licensed Software, Documentation, Client Software or Services for any unlawful, dishonest, disreputable, illegitimate, or immoral purpose and will not disparage Samaritan or its Licensed Software, Client Software or Services to others. Any breach of this warranty will entitle Samaritan to terminate this Agreement under Section 6.2 effective immediately upon notice and the 30 day cure period will not apply.

7.8   **Warranty by Samaritan.**

Samaritan warrants that if the Licensed Software does not comply with its then-current Documentation in any material respect and Customer gives notice of such non-compliance to Samaritan, then Samaritan will correct the Licensed Software or provide a work-around solution as the sole and exclusive remedy. If the Documentation is in error, then Samaritan may correct the Documentation.

7.9   **Indemnification by Samaritan.**

In the event that the Customer's licensed use of the Licensed Software or the Services infringe any U.S. patent, trade secret, copyright, trademark or service mark of a third party, Samaritan shall indemnify Customer as follows:

(a)   **Indemnification.** In any litigation by the third party against Customer, Samaritan shall pay any monetary judgments (unless otherwise settled as provided below), including damages, attorneys' fees and costs that are awarded by a court of competent jurisdiction to the third party for such infringement claim. Samaritan shall pay any amount paid to settle such infringement claim or litigation, provided that the settlement is approved in writing by Samaritan. Samaritan shall defend Customer in any such litigation against claims of such infringement and shall pay all attorneys' fees and other costs of such defense. Samaritan does not have any obligation to pay for any other damages of Customer or for any loss of profits or business.

(b)   **Conditions.** Samaritan' obligations hereunder are conditioned on the following: (1) Customer must promptly give written notice to Samaritan of any claim against Customer alleging such infringement, (2) Customer must allow Samaritan to control the defense and settlement of such claim and any litigation or arbitration of such claim or infringement and the venue thereof, and (3) Customer must fully cooperate with Samaritan in connection with such defense, settlement, litigation and arbitration. Samaritan shall have no obligation or liability if the infringement or claim arises from or is based upon: (i) any change, modification or addition to the Licensed Software or Services, or (ii) the use or existence of the Licensed Software or Services in combination with anything not sold or provided by Samaritan to Customer, or (iii) the use of the Licensed Software or Services other than as described in the Documentation provided by Samaritan, or (iv) specifications, requirements, trademarks or other Customer Materials requested, specified or required by Customer for the Licensed Software or the Services, or (v) any patent that issues after the date of this Agreement, or (vi) the law of any foreign country or jurisdiction. Customer must mitigate damages in the event of infringement and cooperate with the reasonable request of Samaritan for mitigation. If requested by Samaritan, Customer shall cease access to and use of any infringing Licensed Software or Services. Samaritan shall have no obligation or liability with respect to claims brought by third parties who are affiliated with Customer.

(c)   **Injunction or Cessation of Use.** If Customer is enjoined from continued use of any infringing Licensed Software or Services or if Customer ceases use of any Licensed Software or Services at the request of Samaritan under (b) above, then Samaritan shall (at its expense and option): (i) obtain the right for Customer to continue to use the Licensed Software or Services in accordance with the user documentation which accompanied the Licensed Software and this Agreement, (ii) modify the infringing Licensed Software or Services to eliminate the infringement, or (iii) terminate this Agreement and the License.

(d)   **Clarifications.** In the event that Samaritan and the third party agree to arbitration, then the foregoing shall apply to such arbitration in the same manner as litigation. Any reference in this Section to "infringement" shall mean, when used in the context of a trade secret, the "misappropriation" of a trade secret.

(e) **Warranties. WITH RESPECT TO EXPRESS OR IMPLIED WARRANTIES OF NONINFRINGEMENT BY SAMARITAN, IF ANY, THIS INDEMNIFICATION SECTION 7.9 SHALL GOVERN AND SHALL CONSTITUTE CUSTOMER'S SOLE AND EXCLUSIVE REMEDY AND SAMARITAN'S SOLE AND EXCLUSIVE LIABILITY FOR ANY BREACH OF SUCH WARRANTY AND FOR ANY INFRINGEMENT CAUSED BY OR ATTRIBUTABLE TO THE LICENSED SOFTWARE OR SERVICES.**

(f) **Documentation and Client Software.** This Section 7.9 shall also apply to Documentation and Client Software in the same manner that it applies to the Licensed Software.

(g) **Entire Obligation and Liability.** Samaritan shall have no obligation or liability to Customer other than this Section 7.9 for, or in the event of, any infringement or misappropriation of intellectual property.

Section 8 - General Provisions

8.1 **Assignment and Successors.** This Agreement is not assignable or transferable, except that this Agreement may be assigned or transferred by Samaritan to any third party who acquires substantially all of Samaritan's intellectual property in and to the Licensed Software and who will continue to provide the Services to Customer in accordance with the Agreement for the Term. Any assignee or transferee to whom this Agreement is assigned or transferred must assume the assigning Party's duties and obligations under this Agreement.

8.2 **Governing Law and Forum.** This Agreement will be governed by the laws of the State of Utah without giving effect to conflict or choice of law principles. Any litigation between the Parties will be conducted exclusively in a state or federal court of competent jurisdiction within Utah and such court's appellate courts. The Parties agree and submit to such exclusive jurisdiction and venue.

8.3 **Force Majeure.** Except for obligations to make payment, neither Party will be deemed in breach of this Agreement or liable for any failure to perform an obligation where such failure is caused by an Act of God, fire, flood, earthquake, storm, terrorism, war, crime, change in law or regulation, any disruption, outage or malfunction of or interference in communications, network, equipment or software, act of any military, civil or regulatory authority, the Internet, any third party, any disruption or delay in supplies, power, or other utilities, any labor dispute or shortage, or circumstances beyond the control of that Party (each of the foregoing is referred to as a "Force Majeure"). It is also understood that downtime of Samaritan Servers and Licensed Software for maintenance, re-location, and other purposes will be necessary from time to time and that unintended interruptions and unscheduled downtime may also occur and are not a breach of this Agreement.

8.4 **Waiver.** Any waiver of any breach or obligation under this Agreement must be in writing and any waiver of a breach will not be construed as a waiver of subsequent or similar breaches.

8.5 **Construction.** This Agreement represents the wording selected by the Parties to define their agreement and no rule of strict construction will apply against or in favor of either Party. This Agreement is written in, and will be governed by, the English language.

8.6 **Relationship.** Neither Party is the partner, joint venturer, agent or representative of the other Party. Each Party is an independent contractor. There is no employment relationship between the Parties. Neither Party has the authority to make any representations or warranties or incur any obligations or liabilities on behalf of the other Party. Neither Party will make any representation to a third party inconsistent with this Section.

8.7 **Contractors.** Samaritan may subcontract its obligations or responsibilities to

subcontractors, but this will not excuse Samaritan from its obligations and responsibilities under this Agreement.

8.8   **Export Laws and Use Outside of the United States**. Customer shall comply with all export laws and regulations and government orders applicable to the Licensed Software, Documentation, Client Software or this Agreement. Customer shall not export or re-export directly or indirectly (including via remote access) any part of the Licensed Software, Documentation or Client Software or any confidential or proprietary information to any jurisdiction, country or person in violation of such laws, regulations or government orders. Unless expressly stated otherwise in Appendix D, the License, all use by Customer of the Licensed Software, Documentation, and Client Software is limited to the United States of America.

8.9   **Injunctive and other Equitable Relief.** Each party acknowledges that the restrictions and protections in this Agreement relating to the protection of Licensed Software, Documentation, Client Software, Customer Data and confidential information are reasonable and necessary to protect the other Party's legitimate business and intellectual property interests. Each party acknowledges that any breach of any such restrictions will result in irreparable injury to the other Party for which money damages could not adequately compensate. If there is a breach, then the injured party shall be entitled, in addition to all other rights and remedies which it may have at law or in equity, to have a decree of specific performance and preliminary and permanent injunctions issued by any court of competent jurisdiction, requiring the breach to be cured and enjoining all persons involved from continuing the breach. The existence of any claim or cause of action that a Party or any other person may have against the other Party shall not constitute a defense or bar to the enforcement of any of the provisions of this Section 8.9.

8.10   **Entire Agreement.** This Agreement (including the Appendices): (i) represents the entire agreement between the Parties relating to the subject matter of this Agreement, (ii) supersedes all prior agreements, understandings, representations and warranties applicable to the subject matter of this Agreement, and (iii) may only be amended, canceled or rescinded by a writing signed by both Parties. Any terms or conditions of any purchase order or other document submitted by Customer in connection with this Agreement, the License, any Licensed Software or any Services, which are in addition to, different from or inconsistent with the terms and conditions of this Agreement are not binding on Samaritan and are ineffective.

8.11   **Notices.** Notices under this Agreement will be directed to the other Party's notice address provided in Appendix C attached hereto. Either Party may amend the name, information and address for its contact person by notice to the other Party, and such notice will constitute an amendment of Appendix C. Any notices required by this Agreement must be in writing.

8.12   **Special Conditions and Exceptions.** Special Conditions and Exceptions, if any, are set forth in Appendix E. In the event of any conflict between the Special Conditions and Exceptions and the other provisions of this Agreement, the Special Conditions and Exception will govern.

8.13   **Execution and Authority.**   This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. Each person signing below represents that he/she is duly authorized to execute this Agreement for and on behalf of the Party for whom he/she is signing.

AGREED TO AND ACCEPTED BY:

_____   Samaritan Software, LLC
("Customer")   ("Samaritan")

By (signature):   _____

Name (print):   _____

Title: _____

Date: _____

By (signature):   _____

Name (print):   _____

Title: _____

Date: _____

Appendix A

1.   Licensed Software

CLIN	Item	Description	Licensed Usage
100A	Samaritan eRecruiter	Web based forms for opportunity searching, volunteer registration, interactive scheduling and surveys.	
102A	Samaritan eCoordinator	Samaritan's web-server based software and database for managing volunteers, opportunities for volunteer service, and organizations which provide opportunities for volunteer service.	
101G	Sign-In Stations	Capability to set up unlimited designated web-enabled terminals for use as time clocks for volunteers.	

As governed by Section 1.7 of this Agreement

2.   Client Software

As defined in Section 1.10 of this Agreement

B.   Specified Configuration

1.   Specified Configuration (required on Customer computers):
Adobe Reader
Some reports are optionally available in Microsoft Excel format.
Internet Explorer 11 or later, Microsoft Edge, Google Chrome, Firefox, or Safari
And any system software required to run the above software
High speed Internet connection
    (at a minimum 100 kbps, higher speeds recommended)

C.   Statement of Services

1.   Implementation Services

CLIN 500B   "Initial Configuration Hours"

During the Initial Term Samaritan shall configure the Licensed Software, in accordance with the existing features and functionality of the Licensed Software, and per the project scope and specifications described herein or agreed upon by the Customer's

documented Support Contact(s) and Samaritan's Support Contact. Total hours purchased for configuration during the initial term is X hours.

CLIN 500C   "Data Conversion Support Time"

Samaritan shall allow the Customer to do a data conversion from a current flat file into the Licensed Software for the purposes of populating the Customer's instance of the Licensed Software with current transfer data. X hours have been purchased for this event.

2.   Training

CLIN 600A   Basic Training

Samaritan shall deliver during the initial phase up to 8 hours of basic user training on-site at the Customer's request as outlined in the final proposal. Classroom training is limited to 15 participants for every 3-4 hour block of time.

CLIN 500E   "Criminal Background Checking Setup Fee"

During the Initial Term Samaritan shall configure the Licensed Software, in accordance with the existing features and functionality of the Licensed Software, and per the project scope and specifications described herein or agreed upon by the Customer's documented Support Contact(s) and Samaritan's Support Contact for the purposes of enabling the software to perform background checks.

Total implementation setup fee purchased for configuration during the initial term is 1 setup.

CLIN 803B   "U.S. One Search (BackgroundChecks.com)"

During the Initial Term Samaritan shall configure the Licensed Software, in accordance with the existing features and functionality of the Licensed Software, for the ability to connect with BackgroundChecl.com. Total checks purchased for use during the initial term is X checks.

3.   Post Implementation Configuration Change Services

[None at this time]

4.   Support and Maintenance Services:

CLIN 500C   "Basic Customer Support Hours"

As described in Sections 3.1 and 3.2 of the Agreement.

Maximum Number of Support Hours per year: X Hours purchased for this agreement.

Standard Customer Support Coverage:

Samaritan shall provide Tier II telephone support via telephone, fax, emails, or Internet chat from 8:00 am to 5:00 pm (Mountain Time) Monday through Friday excluding national and Utah state holidays.

Definitions of Levels of support:

Tier II support, meaning that all support request will be presented to Samaritan's Customer Support department by Customer's documented Support Contact(s) listed in Appendix C during the times and days of support availability defined above.

5. Standard Additional Services (included at no charge)

Shared Server, Data Center, and FTP Access

The Licensed Software for Customer shall be hosted on a Samaritan Server in conjunction with other of Samaritan's shared server users at Samaritan's own or a sub-contracted managed hosting facility that meets or exceeds current industry standards with restricted physical access, backup power sources, and redundant Internet feeds. Customer personnel, upon request to Samaritan, may be granted FTP (or similar) access to facilitate access and/or storage of website files related to the Licensed Software and this agreement.

Firewall and SSL Certificate

To secure access to the Samaritan Server Samaritan shall maintain the Samaritan Server behind a hardware firewall. Samaritan shall provide a 128-bit Secure Socket Layer (SSL) certificate to encrypt data transfer between the Samaritan Server and Authorized Users.

Server Backup

Samaritan shall perform nightly full backups of the server system software with 7 day offsite retention and nightly database backups with 30 day offsite retention.

Anti-Virus

Samaritan shall protect the Samaritan Server with anti-virus software with updates and additional virus signatures installed as they become available.

Patches and Updates

Samaritan will apply all system software critical security patches and updates to its servers at 10 pm Central Time on the first Sunday of each month.

D. Assumptions

1. Bandwidth allowances: 2 GB. Samaritan assumes that the Customer data transfer bandwidth usage to and from the Samaritan Server will not use more than 2 GB per month. Monthly data transfer in excess of this amount may incur an overage charge of $1.25 per

GB per month.

E.   Customer Deliverables

CLIN	Item	Description	Applicable License
900A	General Deliverable	Customer agrees that during all phases of this project they will provide a dedicated point of contact that will participate in weekly conference calls with a dedicated contact client services representative at Samaritan Technologies.	All Licenses
900B	General Deliverable	Customer agrees that any requests for data, data conversions, graphics or the like needed during the design and implementation phase will be agreed upon in writing with specified due dates.	All Licenses
901A	eRecruiter	Customer will indicate a reference webpage which will provide an example of the look and feel to be used in the design of their eRecruiter.	All Licenses
901B	eRecruiter	Customer agrees to supply any customer owned logos or graphics necessary to achieve the desired look and feel of their eRecruiter.	All Licenses
901C	eRecruiter	Customer will indicate which webpage will contain a link to their eRecruiter.	All Licenses
901D	eRecruiter	Customer will indicate their selection of eRecruiter opportunity search methods.	All Licenses
901E	eRecruiter	Customer will specify their default eRecruiter placement and referral options.	All Licenses
901F	eRecruiter	Customer will supply a list of data items that will included in their volunteer reference surveys which data items are required and the order thereof for eRecruiter and eCoordinator respectively.	All Licenses
901G	eRecruiter	Customer will provide guidance for the graphical design of any volunteer	All Licenses

		reference surveys.	
901H	eRecruiter	Customer will indicate whether or not organizations, opportunities, clients, or volunteers require approval for placement.	All Licenses
901I	eRecruiter	Customer will specify which items of eRecruiter functionality are available to the general public and which require login.	All Licenses
901J	eRecruiter	Customer will provide a phone number that volunteers should call when they forget their passwords.	All Licenses
902A	eCoordinator	Customer will supply a list of data items to be included in volunteer profiles which data items are required and the order thereof for eRecruiter and eCoordinator respectively.	All Licenses
902B	eCoordinator	Customer will supply a list of data items to be included in opportunity profiles which data items are required and the order thereof for eRecruiter and eCoordinator respectively.	All Licenses
902C	eCoordinator	Customer will supply a list of data items to be included in organization profiles which data items are required and the order thereof for eRecruiter and eCoordinator respectively.	All Licenses
902D	eCoordinator	Customer will supply a list of data items to be included in client profiles which data items are required and the order thereof for eRecruiter and eCoordinator respectively.	All Licenses
902E	eCoordinator	Customer will supply a list of data items that will included in their volunteer surveys which data items are required and the order thereof for eRecruiter and eCoordinator respectively.	All Licenses
902F	eCoordinator	Customer will specify a list of volunteer activity status values which are acceptable for	All Licenses

		volunteer placement.	
902G	eCoordinator	Customer will provide a list of credentials required for opportunity placement.	All Licenses
902H	eCoordinator	Customer will select from among the available format options for dates, times and phone numbers.	All Licenses
902I	eCoordinator	Customer will indicate which surveys are one time use only.	All Licenses
903A	Sign-In Stations	Customer will provide guidance for the graphical design of any sign-in stations.	All Licenses
904A	Background Checks	Customer will indicate their selection of background check packages if integrated background checks are included in the Service Proposal.	All Licenses
904B	Background Checks	Customer will provide a list of volunteer restrictions based on background check outcomes.	All Licenses
905A	Administrative Tools	Customer will specify any user role access requirements.	All Licenses
905B	Administrative Tools	Customer agrees to specify and/or approve the content of any automatic emails to be sent by their volunteer management system.	All Licenses
905C	Administrative Tools	Customer will supply a list of eCoordinator users including their names, email address and phone numbers and the roles to which each will be assigned.	All Licenses
905D	Administrative Tools	Customer will provide a banner graphic for their eCoordinator accounts.	All Licenses
905E	Administrative Tools	Customer will provide information about the organizational hierarchy of their eCoordinator users.	All Licenses
905F	Administrative Tools	Customer will specify their automatic inactivity logout times.	All Licenses
905G	Administrative Tools	Customer will indicate their preference of social media integration options.	All Licenses
905H	Administrative Tools	Customer will assist Samaritan in determining the appropriate	All Licenses

		folder organization for their system and the access and functionality associated there with.	
905I	Administrative Tools	Customer will indicate if any training or test accounts are required.	All Licenses
906A	Conversion and Integration	Customer agrees to provide access to any data that is part of the data conversion in a mutually acceptable format.	All Licenses
906B	Conversion and Integration	Customer agrees to specify and approve the mapping of any old data into their new volunteer management system as part of any data conversion.	All Licenses
906C	Conversion and Integration	Customer agrees to work with Samaritan to determine the interface specifications necessary for any volunteer management system integration.	All Licenses
907A	Training	Customer will agree upon a time and method for any trainings they have ordered.	All Licenses
907B	Training	Customer agrees that after training, customer will be primarily responsible for the configuration of eCoordinator accounts, eRecruiters, eRecruiter add-on modules and sign in stations and any functionality associated there with.	All Licenses
907C	Training	Customer agrees to provide any Tier 1 Support to the authorized end users of its volunteer management system.	All Licenses
907D	Training	If Samaritan provides Train the Trainer training is complete, customer will provide training to the authorized end users of its volunteer management system.	All Licenses

Appendix B

Fee and Payment Schedule

Initial Term (First Year):

#	Products	Qty	List	(Discount)	Prices	Payment Schedule
100A	Samaritan eRecruiter					Contract Execution
101G	eRecruiter Sign-in Station Module					Contract Execution
102A	Samaritan eCoordinator					Contract Execution
	Services					
500B	Configuration Hours					Monthly
500C	Technical Support Hours "Telephone Support"					As Used
500C	Technical Support Hours "Data Conversion"					On Delivery
500E	Criminal Background System: One Time Setup Fee					On Delivery
600A	Basic User Training					On Delivery
803B	U.S. One Search (BackgroundChecks.com)					On Delivery
Totals						

Additional Years (optional):

#	Products	Qty	List	(Discount)	Prices	Payment Schedule
100A	Samaritan eRecruiter					Contract Renewal
101G	eRecruiter Sign-in Station Module					Contract Renewal
102A	Samaritan eCoordinator					Contract Renewal
	Services					
500C	Technical Support Hours "Telephone Support"	TBD				Contract Renewal
Totals						

The Annual Subscription Fee, Annual Support Fee, and Other Fees are subject to increase by Samaritan for any Renewal Period.

For Additional Services:

Samaritan's then-current standard fees and rates will apply.

Appendix C

Notices and Support Contacts

<u>Notices Contacts</u>:

Each Party has designated for itself at least one notice address below. Notices relating to this Agreement will be directed to the other Party's notice address as follows:

Customer's Notice Address:

Name:
Address:
Telephone:
Fax:
E-mail:

Samaritan's Notice Address:

Name: Bruce Behymer
Address: 265 E. 100 South, Suite 290
                 Salt Lake City, UT 84111
Telephone: 801.328.3972
Fax: 801.328.3966
E-mail: notices@samaritan.com

Customer's Support Contact Person:

Name:
Address:
Telephone:
E-mail:

Customer's Privacy/Security Contact Person:

Name:
Address:
Telephone:
E-mail:

Appendix D

Limits

A. <u>Term</u>

Term = Initial Term plus any Renewal Period(s)

Initial Term = the time period beginning on the date of this Agreement and ending one year after the date that a user ID to the Licensed Software is issued to an Authorized User under this Agreement.

Renewal Period = One (1) year with additional renewal periods as requested by Customer.

B. <u>Authorized Users</u>

Only Authorized Users may access and use the Licensed Software under this Agreement. "Authorized Users" are defined or described separately for each Licensed Software application as follows:

1. Authorized Users of eCoordinator:

   (a) <u>Employees</u>. Employees of Customer who access and use eCoordinator for Customer solely within the scope of their employment with Customer will be Authorized Users of eCoordinator.

2. Authorized Users of Account Management System ("AMS") and Recruiter Management System ("RMS") (If any licenses purchased):

   (a) <u>AMS and RMS</u>. Section B. 1. above will apply to AMS and RMS in the same manner that it applies to eCoordinator.

3. Authorized Users of eRecruiter and eRecruiter extension modules (if any licenses purchased):

   (a) <u>Employees</u>. Employees of Customer who access and use eRecruiter for Customer solely within the scope of their employment with Customer will be Authorized Users of eRecruiter.

   (b) <u>Third Parties</u>. Documentation for eRecruiter contemplates that persons (who are not employees of Customer) may access and use eRecruiter. Such persons include potential volunteer coordinators, volunteers, referencers, donors, and approvers who have a relationship with Customer. Such persons will be Authorized Users of eRecruiter, provided that they access and use eRecruiter only as described in the applicable Documentation and only in connection with their relationship with Customer. They may not access or use eRecruiter for any other purpose.

4. Authorized Users of Sign-In (if any licenses purchased):

   (a) <u>Employees</u>. Employees of Customer who access and use Sign-In for Customer solely within the scope of their employment with Customer will be Authorized Users of

Sign-In.

(b) <u>Third Parties</u>. The Documentation for Sign-In contemplates that persons (who are not employees of Customer) may access and use eRecruiter. Such persons include volunteer coordinators and volunteers who have a relationship with Customer. Such persons will be Authorized Users of Sign-In, provided that they access and use Sign-In only as described in the applicable Documentation and only in connection with their relationship with Customer. They may not access or use Sign-In for any other purpose.

5.   Authorized System Users of the Application Program Interface (if any licenses purchased):

(a) <u>Programmatic System Users</u>. Non-human programmatic systems of Customer that access and use the Samaritan Application Interface (API) for Customer solely within the scope of their employment with Customer will be Authorized Users of the API. Human users may not use the same User ID and password to access the licensed software as a programmatic system user.

C.   <u>Number of Users</u>

The "Number of Users" means the number of users accessing or using the Licensed Software. Each user must be an Authorized User and will be assigned a User ID (e.g., login) and password. The Number of Users must correspond to the number of assigned User IDs.

Number of eCoordinator Users for this License in year: 0

Number of eCoordinator Lite Users for this License in year: 0

Number of AMS and RMS Users for this License: 0

Number of eRecruiter Users for this License in year: 0

Number of Sign-In Users for this License: 0

Number of API System Users for this License: 0

D.   <u>Licensed Features and Functionality</u>

The License for each Licensed Software application or tool is limited to the applicable Licensed Features and Functionality identified in Appendix A, and may not be exercised for any other features or functionality of the application or tool, i.e., Authorized Users are not entitled to access or use any features or functionality of the Licensed Software other than the Licensed Features and Functionality set forth above or added by amendment of the Parties to Appendix A.

Appendix E

Special Conditions and Exceptions

The following are "Special Conditions and Exceptions" and are part of this Agreement. In the event of any conflict between any Special Conditions and Exceptions and any other provision in the Agreement, the Special Conditions and Exceptions will govern.

1.   None at the time of execution of this Agreement.

Appendix F

Global Publishing and Content License Terms and Conditions

Section 1 – Global Publishing

       1.1   **Global Publishing Folders.** Samaritan's eCoordinator software user interface provides certain folders called Global Publishing Folders. Any opportunity or organization record that an Authorized User of eCoordinator places into a Global Publishing Folder may be may be shared with, distributed to, and published on any of several websites for the purpose of increasing that opportunity's or organization's exposure and improving the likelihood of recruiting volunteers. Samaritan's eRecruiter software also allows Authorized Users to submit opportunity and organization records for sharing, distribution and publishing through other websites. The term record as used in this Appendix means any record, data, work of authorship, content or information.

       1.2   **Licensed Global Publishing Content.** Any record that Customer or an Authorized User puts into a Global Publishing Folder or otherwise submits through eCoordinator or eRecruiter for sharing, distribution or publishing is referred to herein as "Licensed Global Publishing Content." Any record or copyrightable material associated with the presentation of volunteer service opportunities or organizations that is part of or linked to by the eCoordinator database records for those service opportunities or organizations is also considered part of the Licensed Global Publishing Content.

Section 2 – Publishing License

       2.1   **Publishing License**. Customer grants to Samaritan a nonexclusive, worldwide, royalty-free license and right to copy, distribute, publish, reformat, modify, create derivative works based on, publicly perform, publicly display, and otherwise use the Licensed Global Publishing Content and to authorize others to do so (the "Publishing License"), with the right to grant sublicenses to others, subject to the restrictions in this Appendix.

       2.2   **Reservation of Rights**. Except for the Publishing License and rights granted in this Appendix or elsewhere stated in this Agreement, Customer does not assign or convey to Samaritan any other rights in or to the Licensed Global Publishing Content. This Appendix does not limit any rights and permissible uses that Samaritan would have independent of this Appendix, including rights under the U.S. Copyright Act or other applicable intellectual property laws. Samaritan and its sublicensees retain all rights in any content created by or for Samaritan or its sublicensees in connection with the exercise of the Publishing License or rights to the Licensed Global Publishing Content. Nothing in this Appendix or the Agreement will restrict Samaritan from copying, distributing, publishing or otherwise using content Samaritan obtains from a source other than Customer or its Authorized Users.

       2.3   **Links to Customer's Website**. By providing the Licensed Global Publishing Content, Customer specifically allows Samaritan and its sublicensees to publish or create links from its and their websites to Customer's website and to publish, distribute and use any links in the Licensed Global Publishing Content. Customer agrees that any web page to which any portion of the Licensed Global Publishing Content is linked will not spawn any pop-up or pop-under windows.

Section 3 – Usage and Changes

       3.1   **Use of Licensed Global Publishing Content**. Samaritan may choose to republish or not republish the Licensed Global Publishing Content at Samaritan's discretion.

       3.2   **Changes and Website Terms and Conditions**. It is possible that the terms and conditions of the websites to which Samaritan distributes or published Licensed Global Publishing Content may change from time to time, and Samaritan may make changes or amendments to this Appendix as reasonably needed. If Customer does not agree to any such changes or amendments when notified, then Customer and its Authorized Users must stop all further submissions of Licensed Global Publishing Content and Customer may request that Samaritan disable the Global Publishing feature of Customer's

eCoordinator and eRecruiter accounts. Samaritan may discontinue any websites as recipients of Licensed Global Publishing Content from Samaritan and may do so at any time and without notice. Links to the terms and conditions of other websites (but not necessarily all) to which Samaritan may distribute or publish Licensed Global Publishing Content may be found on Samaritan's website or, if not there, may be obtained by request from Samaritan and should be reviewed by Customer and Authorized Users before submitting Licensed Global Publishing Content. Samaritan is not responsible for ensuring compliance of Licensed Global Publishing Content with the terms and conditions of other websites.

Section 4 – Consent and Responsibility

4.1 **Consent.** Placing Licensed Global Publishing Content into a Global Publishing Folder or otherwise submitting Licensed Global Publishing Content is considered a request for distribution and publication and is consent to the exercise of the Publishing License and rights under this Appendix. The distribution or publication of Licensed Global Publishing Content and the exercise of any license or right under this Appendix will not be a breach of confidentiality or other breach of the Agreement by Samaritan.

4.2 **Disclaimer and Responsibility. LICENSED GLOBAL PUBLISHING CONTENT SHOULD BE LIMITED TO RECORDS RELATING TO VOLUNTEER SERVICE OPPORTUNITIES OR ORGANIZATIONS AND SHOULD ONLY BE SUBMITTED BY AUTHORIZED USERS. SAMARITAN IS NOT RESPONSIBLE FOR ANY UNAUTHORIZED SUBMISSIONS OR FOR THE CONTENT OF ANY SUBMISSIONS. LICENSED GLOBAL PUBLISHING CONTENT SHOULD NOT INCLUDE ANY PII, PCI, OR PHI, AND IT IS CUSTOMER'S RESPONSIBILITY (NOT SAMARITAN'S RESPONSIBILITY) TO PREVENT THE SUBMISSION OF PII, PCI AND PHI. SAMARITAN HAS NO OBLIGATION TO SCREEN, EDIT, CENSOR, MODIFY, CONTROL, OR MONITOR ANY LICENSED GLOBAL PUBLISHING CONTENT, EVEN IF DISTRIBUTED OR PUBLISHED BY SAMARITAN TO OTHERS OR TO OTHER WEBSITES. AFTER LICENSED GLOBAL PUBLISHING CONTENT IS DISTRIBUTED OR PUBLISHED BY SAMARITAN OR ITS SUBLICENSEES, IT MAY BE FURTHER DISTRIBUTED OR PUBLISHED BY OTHERS. SAMARITAN AND ITS SUBLICENSEES WILL HAVE NO RESPONSIBILITY OR LIABILITY FOR SUCH DISTRIBUTION OR PUBLICATION OR FOR ANY MODIFICATIONS OR USES THAT SUBSEQUENTLY RESULT THEREFROM. CUSTOMER AND ITS AUTHORIZED USERS HAVE NO OBLIGATION TO SUBMIT ANY LICENSED GLOBAL PUBLISHING CONTENT, BUT CUSTOMER IS RESPONSIBLE FOR ALL SUBMITTED LICENSED GLOBAL PUBLISHING CONTENT AND WILL INDEMNIFY SAMARITAN AND ITS OFFICERS, MANAGERS, EMPLOYEES, CONTRACTORS, REPRESENTATIVES AND SUBLICENSEES AGAINST, AND HOLD THEM HARMLESS FROM, ANY CLAIMS OR VIOLATIONS OF LAW BASED ON OR CAUSED BY THE LICENSED GLOBAL PUBLISHING CONTENT AND ANY JUDGMENTS, SETTLEMENTS, DAMAGES, AWARDS, EXPENSES, COSTS, LOSSES, FINES, PENALTIES, AND ATTORNEYS' FEES ARISING FROM SUCH CLAIMS OR VIOLATIONS OF LAW. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, THIS INDEMNITY INCLUDES CLAIMS FOR VIOLATION OF PRIVACY, DEFAMATION, FALSE ADVERTISING, UNFAIR COMPETITION, AND OTHER TORTS.**

4.3 **Post-Termination Distribution and Publication.** Even if this Appendix or the Agreement or the Publishing License is terminated, or if Customer removes the Licensed Global Publishing Content from all Global Publishing Folders, or if Samaritan discontinues distribution and publication of Licensed Global Publishing Content, it is possible that display and further distribution and publication by others of the Licensed Global Publishing Content to others may continue and Samaritan has no ability or obligation to terminate or control such further distribution and publication.

4.4 **Samaritan Mark and Link.** Samaritan may include the "Samaritan Mark" with any Licensed Global Publishing Content that it or its sublicensee distributes, displays or publishes. Customer will include the "Samaritan Mark" on Customer's eRecruiter web pages. This will include a link from the Samaritan Mark (and Customer's eRecruiter web pages) to Samaritan's website as reasonably requested by Samaritan. The "Samaritan Mark" means the following:

Samaritan, by notice to Customer, may change the Samaritan Mark from time to time, and Customer or Samaritan will update Customer's eRecruiter web pages with the then-current Samaritan Mark.

Appendix G

Customer's Authorized Subprocessors and Data Elements for Customer Data Sharing

The following table lists the specific elements of Customer Data that Customer has authorized Samaritan to share with each of the following Customer authorized Customer Data subprocessors:

Customer Authorized Subprocessor	Customer Data Elements
1. None at the time of execution of this Agreement.	