Simplicity Collect – Software as a Service Agreement

This Software License Agreement (together with any exhibits and attachments hereinafter referred to as the "**Agreement**") is entered into between **Simplicity Collection Software, LLC** ("**Licensor**") and you, the person or entity who is accessing and being licensed the Software and Documentation ("**Licensee**").

DEFINITIONS:
The following capitalized terms shall have the meanings provided below:

- "**Content**" means any Licensee or third-party information, data, text, software, sound, photographs, images, graphics or other material which the Licensee wishes to display or distribute using the Software.
- "**Data**" means any data inputted by Licensee into the Software and the processed data that is made available to Licensee as a direct result of its use of the Software.
- "**Documentation**" means any written help files and instruction manuals regarding the use of the Software which Licensor makes generally available to its customers.
- "**End User**" means a person or entity that is an employee, authorized agent, consultant, or independent contractor of Licensee and can use the Software for Licensee's own internal use and not for further resale or distribution.
- "**Intellectual Property Rights**" means any patent rights, copyrights, trade secrets, trademarks, service marks, know-how and any other similar rights or intangible assets recognized under any laws or international conventions and in any country or jurisdiction in the world, and all present and future registrations, applications, disclosures, renewals, extensions, continuations or reissues of the foregoing.
- "**Software**" means Licensor's proprietary Software, Simplicity Collect, in machine executable, object code format only, which is licensed by Licensor to Licensee and includes Documentation. From time to time, the parties may add Software by executing an addendum to this Agreement.

AGREEMENTS:

1) **Limited License -** Licensee acknowledges that this is only a limited non-exclusive, non-transferable license. Licensor is and remains the owner of all titles, rights, and interests in the Software.

2) **Permitted Use -** This License permits Licensee to access the hosted Software from any computer or computerlike device. Licensee will not make copies of the Software, write or develop any derivatives of the Software, decompile, disassemble, reverse engineer, maliciously attack or authorize copies of the Software to be made by others, authorize access to the Software by any third party other than the Licensee's employees and authorized agents and other End Users, use the Software to provide processing services to third parties, sublicense or resell to any third party (including without limitation any subsidiaries, parents or affiliates) in part or in whole any of the Software, provide, disclose, divulge or make available to, or permit use of the Software by any third party other than End Users. Licensee agrees to use the Software in accordance with legal and ethical collection practices and will not use the Software to support or engage in any illegal activities.

3) **Ownership of Data -** All Data remains the property of Licensee. Licensor acquires no right, title, or interest in any of the Data, whether the Data is input or uploaded to Licensor's website/servers or maintained on Licensee's computers and servers. Upon any termination of this Agreement and Licensee's use of the services provided by Licensor, Licensor shall return all Data to Licensee. Simplicity staff shall make every commercially reasonable attempt to return all Data to Licensee within sixty (60) days. After sixty (60) days, all Data shall be purged from Simplicity systems.
   a) Notwithstanding the above, Licensor shall have the right to maintain and aggregate performance data for the purposes of non-Licensee-specific analysis and ongoing product enhancement. Such data will not be specific to individual customers or account debtors or clients but will allow Licensor visibility into treatments attempted and response behaviors. Any improvements generated from such analysis of such data in aggregate will be the sole property of the Licensor.

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4) **Support Access to Data –** Support issues may arise which requires Simplicity staff to access a Licensee's Data stored in the Simplicity Collect system. Simplicity staff will make every reasonable effort to treat the Data responsibly and ethically, but under no condition assumes responsibility for data mistakes, lost data, misplaced data, or any issues related to the Licensee's Data.

5) **Pricing Provision -** Licensee shall pay to Licensor current fees set forth on Simplicity Software's web site. Licensee agrees that all license and maintenance fees are non-refundable and non-transferrable. Fees may be subject to change annually upon the Licensee's anniversary start date to the current fees set forth on Simplicity Software's web site.

   a) **Payment -** Upon payment by Licensee to Licensor of all licensing, hosting, support, and maintenance fees and other charges, Licensor shall allow access to the Software. All fees and other charges are payable in full, in U.S. dollars.

   b) **Non-payment Policy -** The Simplicity nonpayment and/or declined payment policy is as follows: On the first (1st) day of nonpayment, a reminder email will go out to the client reminding them that their payment is overdue. The client will receive an email each day for the first seven (7) days following a declined or nonpayment attempt. Each email will be sent to the email address Simplicity has on file and which the client manages via their Software settings.   After seven (7) days of notifications, if the Licensee has not submitted payment, Licensor shall remove access to the Simplicity Collect system for any activity other than making payment. Thirty (30) days after the initial declined payment, a termination email will be sent to the client notifying them that their account will be terminated, and all data removed if they do not make a payment. Thirty (30) days after the initial termination letter is sent (sixty (60) days after the initial declined payment) the client is notified that their account will be terminated, and data removed from their account. Access is permanently terminated, and accounts removed within the week. Simplicity staff makes every reasonable attempt during these sixty (60) days of nonpayment to contact the client via phone, ticket, or email to resolve delinquent payments and restore access to the client.

6) **Limited Warranty -** The Software is subject to a limited warranty. Licensor warrants to Licensee that Licensor is the legal and beneficial owner of the Software and that it has the unconditional right to grant Licensee license to use the Software and all related content. Licensor further warrants that Licensee's use of this Software according to the printed documentation is not an infringement of any third party's intellectual property rights and that Software has been thoroughly tested and is free from defect and errors under normal use. The Software will perform according to its printed documentation, and to the best of Licensor's knowledge. No agent of Licensor is authorized to make any warranties or to modify this limited warranty. Any action for breach of this limited warranty must be commenced within one year of the expiration of the warranty. Because some jurisdictions do not allow any limit on the length of an implied warranty, the above limitation may not apply to this Licensee.

7) **Limited Liability -** Except for liability arising from a Party's breach of any confidentiality obligations in this Agreement, infringement of the other Party's or a third-party's intellectual property rights, gross negligence, and/or indemnification obligations, in no event will Licensor or Licensee be liable under this Agreement for consequential, special, exemplary, or any direct or indirect damages for any reason whatsoever (including without limitation, lost profits, to the extent such damages are consequential), regardless of whether arising from breach of contract, warranty, tort, strict liability, or otherwise, even if advised of the possibility of the loss or damage or if the loss or damage could have been reasonably foreseen. Each of the Licensor's and the Licensee's total cumulative liability from all causes of action under all theories of liability in connection with or arising out of this Agreement will be limited to and will not exceed more than the total fees paid by Licensee in each consecutive twelve (12) month period commencing upon the Effective Upon Use date, for all claims arising in that same twelve (12) month period. None of the foregoing shall limit the liability of the Licensee to pay the Licensor all Fees due and owing under the Agreement.

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8) **Indemnity**
   a) Licensee agrees to defend and indemnify Licensor and hold Licensor harmless from any and all claims, losses, damages, complaints, or expenses connected with or resulting from Licensee's business operations other than those related to fraud, negligence, or willful misconduct on the part of Licensor. In the unlikely event of a security breach, Licensee agrees to notify Licensor within twenty-four (24) hours of discovering such occurrence.
   b) Licensor agrees to defend, indemnify and hold Licensee harmless from any and all claims, damages, liabilities, and expenses, including attorneys' fees and litigation costs, arising from any third party claim for actual or alleged infringement other than those related to fraud, negligence, or willful misconduct on the part of Licensee by the related to Licensee's use of the Software or any other intellectual property provided by Licensor.
   c) In connection with the foregoing indemnity obligations, (i) the indemnified party ("Indemnified Party") shall provide the indemnifying party ("Indemnifying Party") with prompt written notice of such claim, (ii) the Indemnifying Party shall have the right to have sole control over the litigation or settlement of such claim so long as any such settlement does not involve the admission of any wrongdoing by the Indemnified Party or restrict the Indemnified Party's future actions and includes a full release of the Indemnified Party, and (iii) the Indemnified Party shall provide reasonable cooperation in the defense and all related settlement negotiations, all at Indemnifying Party's sole cost and expense.

9) **Termination –** This Agreement may be terminated by Licensee or Licensor in accordance with the following:
   a) Licensee may terminate this Agreement by submitting a written cancelation notice by Ticket submission, Email (to sales@simplicictycollect.com), or Postal Letter (1095 9th St, Idaho Falls, Idaho 83404).
   b) Licensor has the right to terminate this Agreement and Licensee's right to use this Software upon any material breach by Licensee of this Agreement.
   c) Licensor may terminate this Agreement at any time for any cause and will provide thirty (30) day notice to Licensee in the event of such termination.
   d) Upon termination,
      i) all support, hosting, maintenance, services, and upgrades by Licensor will cease. Licensee understands that no refunds will be issued for cancelled accounts.
      ii) Licensee agrees to return to Licensor or to destroy all copies of the Software and supporting material.
      iii) Licensor agrees to return to Licensee all Data as soon as is reasonable within sixty (60) days.

10) **Definitive Agreement -** This License Agreement is the entire and exclusive agreement between Licensor and Licensee regarding this Software. This License Agreement replaces and supersedes all prior oral or written negotiations, dealings, and agreements between Licensor and Licensee regarding this Software.

11) **Governing Law and Venue -** This License Agreement is governed by the law of Idaho applicable to Idaho contracts. If a dispute should arise, it will be resolved exclusively by arbitration according to the rules of the American Arbitration Association. The arbitration shall be held in Idaho Falls, Idaho or a location selected by Licensor.

12) **Beyond Reasonable Control -** Neither party shall be deemed to be in breach of this Agreement, or be otherwise liable to the other, by reason of any delay in performance or non-performance of any of its obligations hereunder, to the extent such delay or nonperformance is due to circumstances beyond its reasonable control (natural event, governmental intervention, flood, fire, or other unexpected and uncontrollable event) of which it has notified the other party; and the time for performance of that obligation shall be extended accordingly.

13) **Effective Upon Use -** This License Agreement is valid without Licensor's signature. It becomes effective upon the earlier of Licensee's signature or Licensee's use of the Software.

14) **Headings** – The headings in this Agreement are for reference only and do not limit or define the meaning of any provision of this Agreement.

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Licensee Signature   Date