

Master Service Agreement

This Master Service Agreement ("**Agreement**"), is made effective this _____, _____, 2016 by and between Clarizen Inc., a Delaware corporation, ("**We**" or "**Us**"), and [City of Fort Lauderdale, a Florida municipality,] with an address at [100 North Andrews Avenue, Fort Lauderdale, Florida, 33301], ("**You**").

WHEREAS We are the owner of an online project management software platform and service available at <http://www.clarizen.com> ("**Site**") that We market directly and indirectly to end users; and

WHEREAS You wish to utilize Our Service and We wish to provide You with the Service pursuant to the terms and conditions set forth in this Agreement;

NOW THEREFORE, in consideration of the mutual undertakings herein contained, the parties hereby agree as follows:

By accepting this Agreement, either by physically or digitally signing this Agreement or by executing a Purchase Order that references this Agreement, You agree to the terms of this Agreement. If You are entering this Agreement on behalf of a company or another legal entity, You represent that You have the authority to bind such entity and its Affiliates to these terms and conditions, in which case the terms "You" or "Your" shall refer to such entity and its Affiliates.

The following terms and conditions shall govern use of the Service by Your Users and with respect to the Services, this Agreement shall supersede the Online Agreement that has been, or may be, agreed to by Your Users in connection with their use of the Service.

If You registered for a Free Trial of Our Services, this Agreement also governs that Free Trial.

This Agreement is effective between You and Us as of the date of You accepting this Agreement.

1. DEFINITIONS

1.1. "Account" means the account opened within the Service under Your subscribed name.

1.2. "Affiliate" means any entity which directly or indirectly controls, is controlled by, or is under common control with the subject entity. "Control," for purposes of this definition, means direct or indirect ownership or control of more than 50% of the voting interests of the subject entity.

1.3 "Free Trial" shall mean Your use of the Services for a limited trial period of up to 30 days at no cost to You.

1.4. "Malicious Code" means viruses, worms, time bombs, trojan horses and other harmful or malicious code, files, scripts, agents or programs.

1.5. "Purchase Order" means the ordering documents for purchases hereunder, including addenda thereto, that are entered into between You and Us from time to time. Purchase Orders shall become effective when agreed to by both You and Us or when submitted using the standard form through Our Site. All Purchase Orders shall be deemed incorporated herein by reference.

1.6. "Our Basic Support" means the support services We provide You at no extra charge which includes using Our commercially reasonable efforts to promptly address and resolve Service Errors.

1.7. "Service or Services" means the online, Web-based applications and platform that We provide via the Site, including associated offline components, but excluding Third Party Applications.

1.8. "Service Errors" means any interruption in the availability of the Service caused by factors under Our direct control.

1.9. "Third-Party Applications" means online, Web-based applications and offline software products that are provided by third parties, interoperate with the Services, and are identified as third-party applications.

1.10. "Users" means individuals who are authorized by You to use the Services, for whom subscriptions to a Service have been purchased, and who have been supplied user identifications and passwords by You (or by Us at Your request). Users include Your employees and agents.

1.11. "E-mail User Only" means individuals who are not Users, whose e-mails can be read and downloaded in the Service by any of Your Users.

1.12. "We," "Us" or "Our" means Clarizen directly or through any of its Affiliates.

1.13. "You" or "Your" means the company or other legal entity for which You are accepting this Agreement and Affiliates of that company or entity.

1.14. "Your Data" means all electronic data or information submitted by You to the Services, including all text, photographs, caricatures, illustrations, designs, charts, graphs, icons, articles, audio clips, video clips, and other materials posted, emailed, transmitted, created, or otherwise utilized by You or Your Users while interacting with the Service.

2. FREE TRIAL

2.1 If You register on our Site for a Free Trial, We will make all or part of the Services available to You on a trial basis free of charge until the earlier of (a) the end of the Free Trial period for which you registered or are registering to use the applicable Service or (b) the start date of any Purchase Order for a paid subscription to the Services.

2.2 ANY DATA YOU ENTER INTO THE SERVICES, AND ANY CUSTOMIZATIONS MADE TO THE SERVICES BY OR FOR YOU, DURING YOUR FREE TRIAL PERIOD MAY BE PERMANENTLY LOST UNLESS YOU PURCHASE A SUBSCRIPTION TO THE SAME SERVICES AS THOSE COVERED BY THE TRIAL, PURCHASE UPGRADED SERVICES, OR EXPORT SUCH DATA, BEFORE THE END OF THE FREE TRIAL PERIOD. YOU MAY NOT BE ABLE TO TRANSFER DATA ENTERED OR CUSTOMIZATIONS MADE DURING THE FREE TRIAL PERIOD TO A SERVICE THAT IS A DOWNGRADE FROM THAT COVERED BY THE FREE TRIAL; THEREFORE, IF YOU PURCHASE A SERVICE THAT WOULD BE A DOWNGRADE FROM THAT COVERED BY THE FREE TRIAL, YOU SHOULD EXPORT YOUR DATA BEFORE THE END OF THE TRIAL PERIOD OR YOUR DATA MAY BE PERMANENTLY LOST.

NOTWITHSTANDING SECTION 10 (WARRANTIES AND DISCLAIMERS), DURING THE FREE TRIAL PERIOD, THE SERVICES ARE PROVIDED "AS-IS" WITHOUT ANY WARRANTY.

3. THE SERVICES

3.1. **Provision of Services.** We shall make the Services available to You non-exclusively pursuant to this Agreement and the relevant Purchase Order during a subscription term, by opening an Account with Us and purchasing User subscriptions as provided in Section 3.2 below. Except as may be otherwise agreed in writing, You agree that Your purchases hereunder are neither contingent on the delivery of any future functionality or features nor dependent on any oral or written public comments made by Us regarding future functionality or features. You can utilize the Services as long as You abide by the terms of this Agreement and as long as Your Account is not terminated by either party hereto.

We hereby grant to You and to your Affiliates, the non-exclusive, non-transferable, fully-paid licenses to electronically access and use the Site and the Services in accordance with the terms of this Agreement.

3.2. **User Subscriptions.** Unless otherwise specified in the applicable Purchase Order, (i) The Services are purchased as User subscriptions and may be accessed by no more than the specified number of Users. Additional User subscriptions may be added at any time by executing another Purchase Order. User subscriptions are for designated Users and cannot be shared or used by more than one User but may be reassigned to new Users replacing former Users who no longer require ongoing use of the Services.

4. USE OF THE SERVICES

4.1 Our Responsibilities. We shall: (i) provide to You Our Basic Support for the Services at no additional charge, and/or upgraded support if purchased separately, (ii) use commercially reasonable efforts to make the Services available 24 hours a day, 7 days a week except for: (a) planned downtime (of which We shall give You at least 5 days prior notice via the Site, except in emergency situations). We shall use commercially reasonable effort to ensure that such downtime interference to the Services will be as minimal as possible, or (b) any unavailability caused by circumstances beyond Our reasonable control, including without limitation, acts of God, acts of government, flood, fire, earthquakes, civil unrest, acts of terror, strikes or other labor problems (other than those involving Our employees), or Internet service provider failures or delays, and (iii) provide the Services only in accordance with applicable laws and government regulations.

4.2. Your Responsibilities. You shall (i) be responsible for Users' compliance with this Agreement, (ii) be and remain solely responsible for the accuracy, quality, integrity and legality of Your Data and of the means by which You acquired Your Data, (iii) use commercially reasonable efforts to prevent unauthorized access to or use of the Services through You, and notify Us promptly of any such unauthorized access or use, (iv) be responsible for maintaining the security of the User names and passwords of Your Users using the Service and notify Us promptly of any other breach of security known or suspected by You, (v) use the Services only in accordance with applicable laws and government regulations, and (vi) be responsible for all activity under Your Account, including the activity of other Users who have been added to Your Account by You or by another User of the Account. You shall not (a) make the Services available to anyone other than Users, (b) sell, resell, rent or lease the Services, (c) use the Services to store or transmit infringing, libelous, or otherwise unlawful or tortious material, or to store or transmit material in violation of third-party privacy rights (including any materials which are illegal, obscene, indecent, defamatory, incites racial or ethnic hatred, violates the rights of others, harms or threatens the safety of Users or others or may otherwise constitute a breach of any applicable law), (d) use the Services to store or transmit Malicious Code, (e) interfere with or disrupt the integrity or performance of the Services or third-party data contained therein, or (f) attempt to gain unauthorized access to the Services or their related systems or networks.

4.3. Protection of Your Data. Without limiting the above, We shall maintain appropriate administrative, physical, and technical safeguards for protection of the security, confidentiality and integrity of Your Data. We shall not (a) modify Your Data unless otherwise required in order to provide the Services, (b) disclose Your Data except as compelled by law in accordance with Section 8.4 (Compelled Disclosure) or as expressly permitted in writing by You, or (c) access Your Data except to provide the Services or prevent or address service or technical problems, or at Your request in connection with customer support matters.

4.4 Deletion of Your Data.

If You become aware that any portion of Your Data or User activity violates this Agreement, You shall take all necessary action to prevent such activity and remove such Data from the Services. To the extent We become aware that Your Data, in Our reasonable discretion, is in violation of this Agreement or any applicable law, We may immediately block access to the Services, suspend or terminate Your use of the Services, delete or remove such Data from the Services except as otherwise provided by Florida law, or take any other action We deem appropriate, except as otherwise provided by Florida law. We reserve the right to terminate or suspend Your use of the Services if the continued provision of Services would violate law or otherwise harm Us or our Services. We also reserve the right to cooperate with legal authorities and third parties in the investigation of alleged wrongdoing. We will endeavor to provide notice to You prior to suspension or termination of Your use of the Services, but may immediately suspend or terminate them in instances where Your continued use of the Services would have a material adverse effect on Us.

4.5 Usage Limitations. The storage space and functionality available for Your Account will be determined by multiplying the number of Users Subscriptions purchased by You by the following:

Professional Edition	Enterprise Edition	Unlimited Edition
50 megabytes per User	100 megabytes per User	200 megabytes per User

Services may be subject to other usage and functionality limitations as may be set forth in the Site (under the "help files"). The Services provide real-time information to enable You to monitor Your compliance with such limitations.

4.6 Non Material Modifications. Without limiting any other terms herein contained, We reserve the right in Our sole discretion to add to, change, discontinue, or otherwise modify non-material elements and features of the Services at any time. We will post notifications regarding such changes on Our Site.

4.7 Customizations of the Services. The Services may offer interactive features that allow You to submit new specific customization and/or materials to the Services, accessible and viewable by You including any customization to the Service or any custom code which interacts with the Service during the subscription term ("**New Customization**"). You agree that any use by You of such New Customizations, including any materials submitted by You to the Services, shall be Your sole responsibility, shall not infringe or violate the rights of any other party or violate any laws, contribute to or encourage infringing or otherwise unlawful conduct, or otherwise be obscene. You also agree that You have obtained all necessary rights and licenses. You agree to provide accurate and complete information in connection with Your submission of any New Customization or materials on the Services. You hereby grant Us a worldwide, royalty-free, nonexclusive license to use such New Customization as part of the Services, and in

relation to the Service, without any compensation or obligation to You. We reserve the right to not post or publish any New Customization and/or materials, and to remove or edit any New Customization and/or material, at any time in our sole discretion, except as otherwise provided by Florida law, without any notice or liability.

We have the right, but not the obligation, to monitor any New Customization and/or materials submitted by You or otherwise available on the Services, to investigate any reported or apparent violation of this Agreement, and to terminate this Agreement in the event of Your violation of this Agreement.

Your Applications and Code. If You, a third party acting on Your behalf, or a User creates applications or program code using the Services, You authorize Us to host, copy, transmit, display and adapt such applications and program code, solely as necessary for Us to provide the Services in accordance with this Agreement. Subject to the above, We acquire no right, title or interest from You or Your licensors under this Agreement in or to such applications or program code, or any intellectual property rights therein.

4.8 Non-GA Services. From time to time We may invite You to try, at no charge, Our products or services that are not generally available to Our customers ("**Non-GA Services**"). You may accept or decline any such trial in Your sole discretion. Any Non-GA Services will be clearly designated as beta, pilot, limited release, developer preview, non-production or by a description of similar import. Non-GA Services are provided for evaluation purposes and not for production use, are not supported, may contain bugs or errors, and may be subject to additional terms. NON-GA SERVICES ARE NOT CONSIDERED "SERVICES" HEREUNDER AND ARE PROVIDED "AS IS" WITH NO EXPRESS OR IMPLIED WARRANTY. We may discontinue Non-GA Services at any time in Our sole discretion and may never make them generally available.

5. FEES AND PAYMENT FOR SERVICES

5.1. User Fees. You shall pay all fees specified in all Purchase Orders hereunder. Except as otherwise specified herein or in a Purchase Order, (i) fees are quoted and payable in United States dollars (ii) fees are based on Services purchased and not actual usage, (iii) payment obligations are non-cancelable and fees paid are non-refundable, and (iv) the number of User subscriptions purchased cannot be decreased during the relevant subscription term stated on the Purchase Order. User subscription fees are based on such periods as shall be specified in the Purchase Order, (v) We may change the User Fees upon notice to You according to Section 13.2 below.

5.2. Invoicing and Payment. You will provide Us with valid and updated credit card information. If You provide credit card information to Us, You authorize Us to charge such credit for all Services listed in the Purchase Order for the initial subscription term and any renewal subscription term(s) as set forth in Section 13.2 (Term of Purchased User Subscriptions). Such charges shall be made in advance, in accordance with the billing frequency stated in the applicable Purchase Order. If the Purchase Order specifies that payment will be by a method other than a credit card, We will invoice You in

advance and otherwise in accordance with the relevant Purchase Order. Invoiced charges are due forty-five days from Your receipt of proper invoice. You are responsible for maintaining complete and accurate billing and contact information in the Service and notifying Us of any changes to such information. The payment of the periodic fee will grant You access to the Services for the applicable period only.

5.3. Overdue Charges. If any charges are not received from You by the due date, then at Our discretion, (a) such charges may accrue late interest in accordance with the Florida Local Government Prompt Payment Act, or (b) We may condition future subscription renewals and Purchase Orders on payment terms shorter than those specified in Section 5.2 (Invoicing and Payment) above.

5.4. Collection Fee. In the event you fail to pay overdue charges, We may refer your account(s) to a third party for collection.

You expressly authorize, and specifically consent to allowing, Us and/or our outside collection agencies to contact You in connection with any and all matters relating to unpaid past due charges billed by Us to You. You agree that, for attempts to collect unpaid past due charges, such contact may be made to any mailing address, telephone number, cellular phone number, e-mail address, or any other electronic address that You have provided, or may in the future provide Us. For attempts to collect unpaid charges, You agree that in addition to individual persons attempting to communicate directly with You, any type of contact described above may be made using, among other methods, pre-recorded or artificial voice messages delivered by an automatic telephone dialing system, pre-set e-mail messages delivered by an automatic e-mailing system, or any other pre-set electronic messages delivered by any other automatic electronic messaging system.

5.5. Suspension of Service. If any amount owed by You under this Agreement is 30 or more days overdue (or 10 or more days overdue in the case of amounts You have authorized Us to charge to Your credit card), We may, without limiting Our other rights and remedies, suspend your access to the Services until such amounts are paid in full. We will give you at least 7 days' prior notice that Your account is overdue, in accordance with Section 14.1 (Manner of Giving Notice), before suspending your access to the Services.

5.6. Payment Disputes. We shall not exercise Our rights under Section 5.3 (Overdue Charges) or 5.5 (Suspension of Service) with respect to those charges that are under reasonable and good-faith dispute and You are cooperating diligently to resolve the dispute.

5.7. Taxes. Unless otherwise stated, Our fees do not include any taxes, levies, duties or similar governmental assessments of any nature, including but not limited to value-added, sales, use or withholding taxes, assessable by any local, state, provincial, federal or foreign jurisdiction (collectively, "**Taxes**"). You are responsible for paying all Taxes associated with Your purchases hereunder unless You provide Us with a valid tax

exemption certificate authorized by the appropriate taxing authority. For clarity, We are solely responsible for taxes assessable against Your purchases based on Our income, property and employees.

6. THIRD-PARTY PROVIDERS

6.1. Acquisition of Third-Party Products and Services. We may offer Third-Party Applications for sale under Purchase Orders. Any other acquisition by You of third-party products or services, including but not limited to Third-Party Applications and implementation, customization and other consulting services, and any exchange of data between You and any third-party provider, is solely between You and the applicable third-party provider. We do not warrant or support third-party products or services, whether or not they are designated by Us as "certified" or otherwise, except as specified in the Purchase Order. Subject to Section 6.3 below (Integration with Third Party Services), no purchase of third-party products or services is required to use the Services except a supported computing device, operating system, web browser and Internet connection.

6.2. Third-Party Applications and Your Data. If You install or enable Third-Party Applications for use with Services, You acknowledge that We may allow providers of those Third-Party Applications to access Your Data as required for the interoperation of such Third-Party Applications with the Services. We shall not be responsible for any disclosure, modification or deletion of Your Data resulting from any such access by Third-Party Application providers. The Services shall allow You to restrict such access by restricting Users from installing or enabling such Third-Party Applications for use with the Services.

6.3 Integration with Third-Party Applications. The Services may contain features designed to interoperate with Third-Party Applications (e.g., Google, Facebook or Twitter applications). To use such features, You may be required to obtain access to such Third-Party Applications from such third parties. If such third party ceases to make the Third-Party Application available for interoperation with the corresponding Service features on reasonable terms, We may cease providing such Service features without entitling You to any refund, credit, or other compensation.

You hereby acknowledge and confirm that We may work with a third-party application provider to enable You to view certain electronic files in their native format while using the Services. You further acknowledge that any such third party provider that provides such third-party application may have access to files You choose to upload and view while using the Services and that such files will be stored on a public storage service maintained by Us and such third party vendor. We do not warrant or support this third party application service and reserve the right to remove this functionality from the Services at any time.

6.4 E-mail Users' Data. If You enable access to e-mails of E-Mail Users within Services, You acknowledge that We may allow such E-Mail Users with access to the Services as

required for the interoperation of such E-mail Users' e-mails with the Services. We shall not be responsible for any activity of the E-mail Users and the content of the e-mails of any such E-mail Users. You shall remain at all times responsible for any Data created or otherwise transferred to the Services by such E-mail Users within the scope of such E-mail Users' employment. The Services shall allow You to restrict such access by restricting E-mail Users from sending e-mails to the Services.

7. PROPRIETARY RIGHTS

7.1. Reservation of Rights. Subject to the limited rights expressly granted hereunder, We reserve all rights, title and interest in and to the Services and the Site and all related intellectual property rights. No rights are granted to You hereunder other than as expressly set forth herein.

7.2. Restrictions. You shall not (i) permit any third party to access the Services except as permitted herein or in a Purchase Order, (ii) create derivative works based on the Services, (iii) copy, frame or mirror any part or content of the Services, other than copying or framing on Your own intranets or otherwise for Your own internal business purposes during the subscription term and for the exclusive use of Your Users, (iv) reverse engineer the Services, or (v) access the Services in order to (a) build a competitive product or service, or (b) copy any features, functions or graphics of the Services.

7.3. Ownership of Your Data. As between Us and You, You exclusively own all rights, title and interest in and to all of Your Data.

7.4. Third Party Data. All title and intellectual property rights in and to any data of any third party which may be linked to or viewed in connection with the Service is the property of the respective data owner and may be protected by applicable copyright or other intellectual property laws and treaties. This Agreement does not grant You any right to use such data except as allowed by such third party.

7.5. Suggestions. We shall have a royalty-free, worldwide, transferable, sublicenseable, irrevocable, perpetual license to use or incorporate into the Services any suggestions, enhancement requests, recommendations or other feedback provided by You, including Users, relating to the operation of the Services.

8. CONFIDENTIALITY AND PRIVACY POLICY

8.1. This Agreement is subject to Our Privacy Policy, which can be found at <http://www.clarizen.com/about-us/privacy-policy.html>, except to the extent such Privacy Policy conflicts with Florida law, and constitutes an integral part of this Agreement.

8.2 Definition of Confidential Information. As used herein, "Confidential Information" means all confidential information disclosed by a party ("Disclosing Party") to the other party ("Receiving Party"), whether orally or written, that is designated as confidential and is confidential pursuant to Florida law (to the extent Florida law defines confidential information that is applicable to this Agreement).

8.3. Protection of Confidential Information. Except as otherwise permitted in writing by the Disclosing Party, (i) the Receiving Party shall protect the Disclosing Party's Confidential Information by using the same degree of care that it uses to protect the confidentiality of its own confidential information of like kind (but in no event less than reasonable care), and shall not disclose or use any Confidential Information of the Disclosing Party for any purpose outside the scope of this Agreement or except as otherwise provided by Florida law, and (ii) the Receiving Party shall limit access to Confidential Information of the Disclosing Party to those of its employees, contractors and agents who need such access for purposes consistent with this Agreement.

8.4. Compelled Disclosure. The Receiving Party may disclose Confidential Information of the Disclosing Party if it is required by law to do so.

8.5. No Implied Rights. Except as expressly set forth herein, no license or other rights to Confidential Information are granted or implied hereby by either party.

9. [Reserved.]

10. WARRANTIES AND DISCLAIMERS

10.1. Our Warranties. We warrant that (i) to the best of Our knowledge, the Services and the Site do not, and during the term of any Purchase Order, will not, infringe, violate or misappropriate any third party's intellectual property (including copyrights, patents, trademarks, and trade secrets), privacy, moral, or other personal or proprietary rights and (ii) the Services shall perform materially in accordance with the features and functionalities, as set forth in the Site, (iii) Subject to Section 6.3 (Integration with Third Party Services), the functionality of the Services will not be materially decreased during a subscription term, and (iv) We will not transmit Malicious Code. For any breach of either such warranty, Your exclusive remedy shall be as provided in Section 11.1 (Indemnification by Us), Section 13.3 (Termination for Cause) and Section 13.4 (Refund or Payment upon Termination) below.

10.2. Mutual Warranties. Each party represents and warrants that it has the legal power to enter into this Agreement.

10.3. Disclaimer. EXCEPT AS OTHERWISE PROVIDED HEREIN, THE SERVICES ARE PROVIDED ON AN "AS IS" BASIS.

WE EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF QUALITY, PERFORMANCE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT.

EXCEPT AS OTHERWISE PROVIDED HEREIN, WE MAKE NO WARRANTY THAT THE SERVICES WILL MEET YOUR REQUIREMENTS OR NEEDS OR THAT THE SERVICES WILL BE UNINTERRUPTED, TIMELY OR BE FREE FROM SOFTWARE ERRORS, NOR DO WE MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICES OR THE ACCURACY OF ANY OTHER INFORMATION OBTAINED THROUGH THE SERVICES OR THAT DEFECTS IN THE SERVICES WILL BE CORRECTED.

11. INDEMNIFICATION

11.1. **Indemnification by Us.** We shall defend You against any claim, demand, suit, or proceeding ("Claim") made or brought against You by a third party alleging that the use of the Services as permitted hereunder infringes or misappropriates the intellectual property rights of a third party, and shall indemnify You for any damages finally awarded against, and for reasonable attorney fees incurred by, You in connection with any such Claim; provided, that You (a) promptly give Us written notice of the Claim; (b) give Us sole control of the defense and settlement of the Claim (provided that We may not settle any Claim unless the settlement unconditionally releases You of all liability and You may not make any settlements without Our prior written consent); (c) provide to Us all reasonable assistance, at Our expense; and (d) provided that such infringement or misappropriation of any third party's intellectual property rights is not resulting from: (i) Your or Your Users use of the Services or the Site in a manner inconsistent with this Agreement; (ii) Your use of the Services together with a Third Party Application or integration; or (iii) from non-compliance by You or Your Users with the terms and conditions contained herein. In the event of a Claim against You, or if We reasonably believe the Services may infringe or misappropriate, We may in Our discretion and at no cost to You (i) modify the Services so that they no longer infringe or misappropriate, without breaching Our warranties under Section 10.1 (Our Warranties) above, (ii) obtain a license for Your continued use of the Services in accordance with this Agreement, or (iii) terminate Your User subscriptions for such Services upon 30 days' written notice and refund to You any prepaid fees covering the remainder of the term of such User subscriptions after the effective date of termination.

11.2. [RESERVED].

11.3. **Exclusive Remedy.** This Section 11 (Mutual Indemnification) states the indemnifying party's sole liability to, and the indemnified party's exclusive remedy against, the other party for any type of Claim described in this Section.

12. LIMITATION OF LIABILITY

12.1. Limitation of Liability. IN NO EVENT SHALL OUR AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY, EXCEED THE TOTAL FEES PAID TO US BY YOU FOR USE OF THE SERVICES DURING THE PRECEDING TWELVE MONTH PERIOD, PROVIDED HOWEVER THAT WITH RESPECT TO INTELLECTUAL PROPERTY INFRINGEMENT CLAIM AGAINST OUR SERVICES ONLY, OUR TOTAL LIABILITY TO YOU WOULD BE LIMITED TO THREE MILLION US DOLLARS (US \$3,000,000). THE FOREGOING SHALL NOT LIMIT YOUR PAYMENT OBLIGATIONS UNDER SECTION 5 (FEES AND PAYMENT FOR SERVICES).

12.2. Exclusion of Consequential and Related Damages. IN NO EVENT SHALL EITHER PARTY HAVE ANY LIABILITY TO THE OTHER PARTY FOR ANY LOST PROFITS OR REVENUES OR FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, COVER OR PUNITIVE DAMAGES HOWEVER CAUSED, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY, AND WHETHER OR NOT THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING DISCLAIMER SHALL NOT APPLY TO THE EXTENT PROHIBITED BY APPLICABLE LAW.

13. TERM AND TERMINATION

13.1. Term of Agreement. This Agreement commences on the day you register for the Services and continues until all User subscriptions granted in accordance with this Agreement have expired or been terminated. If You elect to use the Services for a Free Trial period and do not purchase a subscription before the end of that period, the Agreement will terminate at the end of the Free Trial period.

13.2. Term of Purchased User Subscriptions. User subscriptions purchased by You commence on the start date specified in the applicable Purchase Order and continue for the subscription term specified therein. Except as otherwise specified in the applicable Purchase Order, all User subscriptions shall automatically renew for additional periods equal to the expiring subscription term unless either party gives the other notice of non-renewal at least 30 days before the end of the relevant subscription term. The per-unit pricing during any such renewal term shall be the same as that during the prior term unless We have given You written notice of a pricing increase at least 30 days before the end of such prior term, in which case the pricing increase shall be effective upon renewal and thereafter. Any such pricing increase shall not exceed 7% of the pricing for the relevant Services in the immediately prior subscription term, unless the pricing in such prior term was designated in the relevant Purchase Order as promotional or one-time.

13.3. Termination for Cause. A party may terminate this Agreement for cause: (i) upon 30 days written notice to the other party of a material breach if such breach remains uncured at the expiration of such period, or (ii) if the other party becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation or assignment for the benefit of creditors. After the first

subscription year, You may terminate this Agreement upon 30 days notice at any time that Your annual budget does not include an appropriation of funds for Your payment of amounts due pursuant to this Agreement.

13.4. Refund or Payment upon Termination. Upon any termination for cause by You, We shall refund You any prepaid fees covering the remainder of the term of all subscriptions after the effective date of termination. Upon any termination for cause by Us, You shall pay any unpaid fees covering the remainder of the term of all Purchase Orders after the effective date of termination. In no event shall any termination relieve You of the obligation to pay any fees payable to Us for the period prior to the effective date of termination.

13.5. Effect of Termination. Termination of this Agreement will result in the immediate deactivation or deletion of Your Account or Your and Your Users access to the Account. Upon termination, all Your access to the Service will be disabled and all of Your Data will be stored in the Site's database for a period of 90 days following the termination of Your Account (the "Storage Period"). During the Storage Period you shall be able to retrieve the data in xml format along with attachments in their native format. Upon the end of the Storage Period all Your Data will be permanently deleted from the Site's servers. Once deleted, this information cannot be recovered. After such 90-day period, We shall have no obligation to maintain or provide any of Your Data and may thereafter, unless legally prohibited, delete all of Your Data in Our systems or otherwise in Our possession or under Our control.

13.6. Surviving Provisions. Section 5 (Fees and Payment for Services), 7 (Proprietary Rights), 8 (Confidentiality), 10.3 (Disclaimer), 11 (Mutual Indemnification), 12 (Limitation of Liability), 13.5 (Effect of Termination), and 14 (General Provisions) shall survive any termination or expiration of this Agreement.

14. GENERAL PROVISIONS

14.1. Manner of Giving Notice. Except as otherwise specified in this Agreement, all notices, permissions and approvals hereunder shall be in writing and shall be deemed to have been given upon: (i) personal delivery, (ii) the second business day after mailing, (iii) the second business day after sending by confirmed facsimile, or (iv) the first business day after sending by email (provided email shall not be sufficient for notices of termination or an indemnifiable claim). Notices to You shall be addressed to the system administrator designated by You for Your relevant Services account, and in the case of billing-related notices, to the relevant billing contact designated by You. Notices to us shall be to one of the addresses detailed in the "contact us" section on our web site.

14.2. Waiver of Jury Trial. Each party hereby waives any right to jury trial in connection with any action or litigation in any way arising out of or related to this Agreement.

14.3. Export Compliance. Each party shall comply with the export laws and regulations of the United States and other applicable jurisdictions in providing and using the Services. Without limiting the foregoing, (i) each party represents that it is not named on any U.S. government list of persons or entities prohibited from receiving exports, and (ii) You shall not permit Users to access or use Services in violation of any U.S. export embargo, prohibition or restriction countries (currently Cuba, Iran, North Korea, Sudan or Syria).

14.4. Relationship of the Parties. The parties are independent contractors. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary or employment relationship between the parties.

14.5. No Third-Party Beneficiaries. There are no third-party beneficiaries to this Agreement.

14.6. Waiver and Cumulative Remedies. No failure or delay by either party in exercising any right under this Agreement shall constitute a waiver of that right. Other than as expressly stated herein, the remedies provided herein are in addition to, and not exclusive of, any other remedies of a party at law or in equity.

14.7. Severability. If any provision of this Agreement is held by a court of competent jurisdiction to be contrary to law, the provision may be modified by the court and interpreted so as best to accomplish the objectives of the original provision to the fullest extent permitted by law, and the remaining provisions of this Agreement shall remain in effect.

14.8. Assignment. Neither party may assign any of its rights or obligations hereunder, whether by operation of law or otherwise, without the prior written consent of the other party (not to be unreasonably withheld). Notwithstanding the foregoing, either party may assign this Agreement in its entirety (including all Purchase Orders), without consent of the other party, to its Affiliate or in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets. A party's sole remedy for any purported assignment by the other party in breach of this paragraph shall be, at the non-assigning party's election, termination of this Agreement upon written notice to the assigning party. Subject to the foregoing, this Agreement shall bind and inure to the benefit of the parties, their respective successors and permitted assigns.

14.10. Governing Law & Venue – This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, excluding that body of Florida law concerning conflicts of law. The parties further submit to the exclusive jurisdiction of the Courts of the State of Florida in and for Broward County, Florida, or in the event of federal jurisdiction, of the United States District Court for the Southern District of Florida, for any litigation arising out of this Agreement. The United Nations Convention on Contracts for the International Sale of Goods is specifically excluded from application to this agreement.

14.11 Compliance with Treasury Department Office of Foreign Assets Control Regulations. Both Parties are currently in compliance with and will at all times during the Term remain in compliance with the regulations of the Office of Foreign Asset Control of the Department of the Treasury regarding the Iran Sanctions and the Counter Terrorism Sanctions, as provided in its office website: <http://www.treasury.gov/resource-center/sanctions/Programs/pages/iran.aspx>, and <http://www.treasury.gov/resource-center/sanctions/Programs/pages/terror.aspx>, or at any replacement website or other replacement official publication, and with any statute, executive order or other governmental action relating thereto.

14.12 Anti-Corruption. You have not received or been offered any illegal or improper bribe, kickback, payment, gift, or thing of value from any of Our employees or agents in connection with this Agreement. Reasonable gifts and entertainment provided in the ordinary course of business do not violate the above restriction. If You learn of any violation of the above restriction, You will use reasonable efforts to promptly notify Our team at SUPPORT@CLARIZEN.COM.

This Agreement, including all exhibits and addenda hereto and all Purchase Orders, constitutes the entire agreement between the parties and supersedes all prior and contemporaneous agreements, proposals or representations, written or oral, concerning its subject matter. No modification, amendment, or waiver of any provision of this Agreement shall be effective unless in writing and signed by the party against whom the modification, amendment or waiver is to be asserted. However, to the extent of any conflict or inconsistency between the provisions in the body of this Agreement and any exhibit or addendum hereto or any Purchase Order, the terms of such exhibit, addendum or Purchase Order shall prevail. Notwithstanding any language to the contrary therein, no terms or conditions stated in Your Purchase Order or other order documentation (excluding Purchase Orders) shall be incorporated into or form any part of this Agreement, and all such terms or conditions shall be null and void.

QUESTIONS ABOUT THIS AGREEMENT SHOULD BE SENT TO SUPPORT@CLARIZEN.COM.

IN WITNESS WHEREOF, the Parties have duly executed this Agreement as witnessed by the signatures of their duly authorized representatives:

ATTEST:

Jeffrey A. Modarelli, City Clerk

CITY OF FORT LAUDERDALE:

John P. "Jack" Seiler, Mayor

Lee R. Feldman, City Manager

Approved as to form:
Cynthia A. Everett, City Attorney

By: _____
Assistant City Attorney

WITNESSES:

CLARIZEN INC.:

Print Name:

Print Name:

By: _____

Print Name:
President

(Corporate Seal)

ATTEST:

Print Name:
Secretary

STATE OF _____:
COUNTY OF _____:

The foregoing instrument was acknowledged before me this _____ day of _____,
2015, by _____ as president for Clarizen Inc., a _____
corporation.

Notary Public, State of _____
(Signature of Notary Public)

(Print, Type, or Stamp Commissioned Name
of Notary Public)

Personally Known _____ OR Produced Identification _____

Type of Identification Produced: _____