

ASURE MASTER SUBSCRIPTION AGREEMENT

This Subscription Agreement applies to the cloud offerings, software and services provided by Asure Software, Inc. (“Asure”) and subscribed to by the undersigned end user (“Customer”) pursuant to Asure Order Forms referencing this Agreement. **BY ACCEPTING THIS AGREEMENT, EITHER BY EXECUTING AN ORDER FORM (AS DEFINED BELOW) THAT REFERENCES THIS AGREEMENT OR ACCESSING AND OR USING ANY OF THE SERVICES (AS DEFINED BELOW) CUSTOMER AGREES TO BE BOUND BY ALL OF THE TERMS AND CONDITIONS OF THIS AGREEMENT.**

1. Definitions.

1.1 “Affiliate” means any entity that directly or indirectly controls, is controlled by, or is under common control with the subject entity. “Control,” for the purpose of this definition, means direct or indirect ownership or control of more than 50% of the voting interests of the subject entity.

1.2 “Agreement” means this Subscription Agreement, any Order Form (as defined below), and any materials available on Asure’s website specifically incorporated herein by reference, as such may be updated by Asure from time to time in its sole discretion.

1.3 “Confidential Information” means all code, inventions, know-how, business, technical and financial information that one party obtains from the other party; provided that such information is identified as confidential at the time of disclosure or should be reasonably known by the receiving party to be Confidential Information due to the nature of the information disclosed and the circumstances surrounding its disclosure; and provided further that any software, documentation or technical or performance information provided by Asure shall be considered Confidential Information.

1.4 “Customer Data” means any electronic data or information submitted or provided by Customer to Asure through the use of the Services, excluding data, information, or materials of third parties.

1.5 “Effective Date” of this Agreement means the earlier of the date the Services are available for use by Customer or the date Customer signs the initial Order Form.

1.6 “Order Form(s)” means Asure or Asure’s Affiliate’s quote, order form, invoice or proposal evidencing a subscription for the Services specifying the Services and the applicable Service Fees, each such Order Form is incorporated herein by reference. By entering into an Order Form hereunder, an Asure Affiliate agrees to be bound by the terms of this Agreement as if it were an original party hereto.

1.7 “Services(s)” means the products and services that are ordered by Customer on an Order Form, including the software, content, processes, algorithms, know-how, techniques, designs, online hosting, and professional and maintenance and support services, but excluding third party applications that may interoperate with the Services.

1.8 “Service Fees” has the meaning set forth in Section 5.



1.9 “Subscription” means the Customer’s right to access and use the Services as set forth on an Order Form and made available by Asure to Customer.

1.10 “Term” means the contract term specified in the Order Form, and any extension or continuation thereof.

1.11 “Users” mean Customer’s employees, representatives, consultants, contractors or agents who are authorized to use the Services on behalf of Customer.

2. Asure’s Services; Protection of Customer Data.

2.1 Subject to the terms and conditions of this Agreement, including the payment of all applicable Service Fees, Asure agrees to provide Customer with the Services, and make the Services available for use in accordance with the Services Level Agreement set out in **Schedule A**.

2.2 Asure agrees to maintain administrative, physical, and technical controls designed to protect the security, confidentiality, and integrity of Customer Data pursuant to its Customer Data Security Policy set forth on **Schedule B**. Asure may amend the security policy by posting it in its Client Support Portal, provided that such modification shall not materially and adversely impact the Services. To the extent that Licensee intends to submit Personal Data (as defined in the Data Processing Addendum) of data subjects located outside of the United States, it shall notify Licensor in writing and the terms of the Data Processing Addendum located at <https://www.asuresoftware.com/dpa/>, shall be incorporated by reference herein. To the extent that Personal Data includes information about individuals who are located in the European Economic Area (“EEA”) and/or Switzerland to which the GDPR applies, Licensee shall sign and submit the Data Processing Addendum to Asure.

2.3 Asure reserves the right to update or modify its policies at any time provided that such updates and modifications do not result in a material change to Asure’s obligations therein. Asure through its third party hosting subcontractors will deliver Services via the Asure hosting infrastructure, which is designed to provide commercially reasonable levels of security and availability. Customer consents to the use of third party hosting services and acknowledges that the use of the Services is subject to the terms and conditions of Asure’s agreement with such hosting providers, including without limitation the terms set forth at <http://aws.amazon.com/agreement>.

3. Grant of Subscription; Title to Intellectual Property.

3.1 Subscription. Subject to this Agreement, Asure hereby grants Customer a nonexclusive, non-transferable, limited subscription (the “**Subscription**”) to access and use the Services for the Term, as set forth on the Order Form. Except as set forth below, the use of the Services are solely for the use of Customer and its Users. Customer is responsible for the use of the Services by Customer’s Users. Affiliates of Customer may use the licenses granted to Customer, provided that (a) such use is only for the aggregate benefit of Customer and its Affiliates; (b) Customer remains responsible for each of such Affiliate’s compliance with the terms and conditions of this Agreement; (c) subject to the following subsection (d) use of the Services by all Affiliates and Customer in the aggregate must be within the restrictions in the applicable Order Form; and (d) Affiliates may not use Customer’s rights under any unlimited license unless Affiliate usage is specifically designated in an Order Form. All Subscriptions are subject to the

usage limits specified in the Order Forms. If Customer exceeds a usage limit, Customer will execute an Order Form for prospective additional quantities promptly upon request and pay any invoice for back excess usage at Asure's then applicable rates. Asure reserves the right to adjust term duration for additional subscriptions.

3.2 Subscription Restrictions. Customer agrees to (a) use the Services solely for its own internal business purposes and agrees not to rent, lease, sublicense, time-share, or otherwise distribute the Services for resale, or to host applications to provide service bureau, time-sharing, or other computer services to third parties, or otherwise make available the Services to any third parties, (b) not to reverse-engineer, decompile, disassemble, modify, create derivative works of, or copy all or any part of the Services, (c) not to use the Services to store, transmit or publish infringing, libelous, or otherwise unlawful or tortious material, material in violation of third party privacy rights, personal information in violation of any applicable law, or material containing malicious code and (d) to take appropriate actions to protect the Services and all parts thereof from unauthorized copying, modification, or disclosure by its Users and other third parties. Customer may not use the Services or access the Services if Customer is a direct competitor of Asure or for purposes of monitoring the availability, performance or functionality of the Services, or for any other benchmarking or competitive purposes.

3.3 Title to Intellectual Property. Customer hereby acknowledges that all right, title and interest in and to the Services and all intellectual property rights therein, including patent, unpatented inventions, copyright, trademark, trade secret, proprietary information and technology used in or comprising the Services and any suggestions, ideas, enhancement requests, feedback, recommendations or other information provided by Customer to Asure relating to the Services (collectively, the "**Asure Intellectual Property**") are owned by, and are vested in, Asure (or its applicable Asures/suppliers). Other than as expressly set forth in this Agreement, no license or other rights in the Asure Intellectual Property are granted to Customer and all such rights are hereby expressly reserved by Asure. Asure Intellectual Property does not include any Customer Data. Asure Intellectual Property is being provided on a strictly confidential and limited use basis.

3.4 Data Use. Asure shall own all rights in de-identified aggregated and statistical data derived from the operation of the Services, including, without limitation, the number of records, the number and types of transactions, configurations, and reports processed using the Services, as well as the performance results of the Services ("**Aggregated Data**"). Nothing in this Agreement shall be construed as prohibiting Asure from collecting, utilizing, transferring, or sharing Aggregated Data for purposes of enhancing Asure's products and services, internal reporting, and other activities related to Asure's businesses.

4. Customer Obligations.

4.1 Access and Security Guidelines. Use of the Services is conditioned on Customer obtaining and maintaining access to the internet, and all equipment necessary for proper operation of the Services. Customer is required to maintain and use secure user names and passwords issued by Asure for the access and use of the Services. User names and other log-in credentials generated by the Services are for Customer internal use only and Customers may not sell, transfer, or sublicense them to any other entity or person, except that Customer may disclose such credentials to agents and subcontractors performing work on Customer's behalf. Customer shall be solely responsible for ensuring the security and confidentiality of those user names and passwords, and shall notify Asure immediately of any unauthorized use or other known breach of security. Customer is responsible for all activities that occur under Customer's

user names and passwords, except in the event that Customer has notified Asure in writing of an unauthorized use of such user names and passwords. Customer shall immediately report to Asure and use reasonable efforts to stop any known or suspected copying or distribution of the Services.

4.2 Acceptable Use. Customer must comply with all applicable laws, treaties, regulations, and third party agreements in connection with Customer's use of the Services, including those related to privacy, data protection, and cross-border transfer of personal data and in accordance with Customer's obligations under this Agreement and Asure's Acceptable Use Policy set forth on **Schedule C**. Asure reserves the right to update such policy as set forth therein. Any use of the Services in violation of Customer's obligations under this Agreement or Asure's Acceptable Use Policy shall be a material breach of this Agreement. Customer agrees to defend, indemnify and hold Asure harmless from and against any and all claims, losses, liability, costs and expenses (including but not limited to attorneys' fees) arising from Customer's violation of its obligation under this Agreement, applicable local, state, federal, national or foreign laws or regulations, or any third party's rights, including but not limited to infringement of any copyright, other intellectual property right, violation of any proprietary right, invasion of any privacy rights or breach of any third party confidentiality obligation. This obligation will survive the termination of the Services. Notwithstanding anything contained in this Agreement to the contrary, Asure accepts no liability for Customer's use of the Services to transmit Customer Data containing privileged or confidential information.

4.3 Customer Data. Customer will be solely responsible for providing all Customer Data required for the proper operation of the Services and agrees to refrain from entering, submitting, or uploading any data or information of any other party. Customer will also limit entering, submitting, or uploading any data or information not necessary for the Services to function, but superfluously entered or submitted by Customer or its Users in free text areas. Customer shall have sole responsibility for the accuracy, quality, integrity, reliability, appropriateness, and intellectual property ownership of or right to use all Customer Data or other data submitted to the Services, including as outlined in this Agreement and in Asure's Acceptable Use Policy. Asure shall not be liable or responsible for the content, accuracy or appropriateness of, or the right to use, any Customer Data submitted to the Services. Notwithstanding any provision contained in this Agreement to the contrary, for Asure's Resource Scheduler® products, Asure has no liability and expressly disclaims all liability, loss or damage for or related to any Customer Data or information submitted to Asure through use of the Services other than names and email addresses. Customer agrees that no Personal Information (as that term is defined under applicable law) will be inserted into SmartView™ sensor and related Services.

4.4 Compliance with law. To the extent Customer provides individually identifiable information about its Users in connection with the use of the Services, Customer is responsible for and warrants that it will provide all necessary notices, obtain all required consents or authorizations, including end user consent and authorization's and otherwise comply with applicable laws, regulations, or contractual obligations. Customers utilizing software or hardware collecting biometric data is responsible for compliance with Asure's biometric policy located at <https://www.asuresoftware.com/wp-content/uploads/Asure-Biometric-Privacy-Policy.pdf>.

5. Service Fees.

5.1 Service Fees. In consideration of the Services provided, Customer shall pay Asure those fees itemized on any Order Form for the Services and all applicable excise, sales, use, or

other taxes, fees or charges applicable to the Services (the “**Service Fees**”). Unless otherwise specified in the applicable Order Form, Service Fees are payable in advance and are due in full upon the Effective Date. Services purchased by Customer will automatically renew as set forth in Section 6.1 at Asure’s then current prevailing rates without notice and shall be payable in accordance with this Section 5, unless a party sends to the other party a notice of non-renewal pursuant to Section 6.1. Asure may suspend Services or terminate Services during any period in which Service Fees remain past due after written notice of non payment is provided. Services may be restored at Asure’s sole discretion upon payment in full of past due amounts and applicable reconnection and other fees.

5.2 Past Due Payments. Past due payments will bear interest at the rate of one and one-half percent (1 1/2%) per month or the maximum rate otherwise permitted by applicable law, whichever is lower, and will be payable from the due date thereof until paid in full. Customer will be liable for all collection costs and expenses, including reasonable attorneys’ fees incurred by Asure to collect Service Fees.

5.3 Partial Delivery of Services. If Services require delivery to multiple locations and Services delivery is delayed definitely or indefinitely due to circumstances beyond the immediate control of Asure, as deemed in good faith by Asure, Customer shall pay such partial fees for those portions of the Services which are not so delayed. Partial delivery of Services, in this manner, shall not be deemed a material breach of this Agreement by Asure.

6. Term and Termination.

6.1 Term. This Agreement is effective on the Effective Date and shall remain in effect until all the Services under Order Forms have expired or are terminated. The Term for any Services shall be as specified in the applicable Order Form for such Services. The Services will automatically renew without notice for successive terms equal in duration to the Term in the applicable Order Form for such Services or one year (whichever is shorter) except that a party may terminate such Services by providing sixty (60) days written notice prior to the end of the then current term for such Services. Any such termination of Services for non-renewal shall be effective upon the expiration of the then current Term for such Services.

6.2 Termination. This Agreement may be terminated earlier in its entirety without liability to the terminating party as follows: (a) by Asure upon fifteen (15) days written notice for failure to timely pay any Service Fees, (b) by either party upon thirty (30) days written notice in the event the other party materially breaches this Agreement, which breach is not cured within said thirty (30) days, or (c) by either party immediately upon notice upon the institution of any insolvency, bankruptcy or similar proceeding by or against the other party including an assignment for the benefit of creditors, the appointment of a receiver over assets, an attachment of assets lasting more than thirty (30) days, or the other party ceases to conduct its business operations in the ordinary course of business. The parties’ rights and obligations under Sections 3.2, 3.3., 3.4, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14 and 15 shall survive termination of this Agreement. Asure may suspend access to Customer’s Customer Data or use of the Services upon breach of this Agreement by Customer prior to termination.

6.3 Effect of Termination; Data Portability and Deletion. Upon termination of this Agreement for any reason, Customer’s right to access the Services (and Customer Data) immediately ceases. Termination of this Agreement shall not relieve Customer of its obligation to pay all Service Fees owing under any Order Form or otherwise under this Agreement.

Notwithstanding the foregoing, upon request by Customer in writing to infosecteam@asuresoftware.com within 90 days of termination or expiration of this Agreement, Asure will make Customer Data available to Customer for export or download at Asure's then applicable rates. After such 90 day period, Asure will have no obligation to maintain or provide Customer Data and will thereafter delete or destroy all copies of Customer Data in Asure's systems, unless legally prohibited. Should Customer wish Customer Data to be deleted before the expiration of such 90 day period, it shall send written notice to infosecteam@asuresoftware.com requesting earlier deletion.

6.4 No Warranties. EXCEPT AS EXPRESSLY SET OUT IN SECTION 2 OF THIS AGREEMENT, ASURE MAKES NO REPRESENTATIONS OR WARRANTIES REGARDING THE SERVICES PROVIDED HEREUNDER. CUSTOMER ACKNOWLEDGES THAT ASURE'S SOLE OBLIGATION IS TO PROVIDE THE SERVICES IN ACCORDANCE WITH SECTION 2 AND THE SCHEDULES REFERENCED THEREIN. ALL OTHER REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, ARE SPECIFICALLY EXCLUDED AND DISCLAIMED. ASURE DOES NOT WARRANT THAT THE SERVICES WILL MEET CUSTOMER'S REQUIREMENTS, WILL OPERATE WITHOUT INTERRUPTION, WILL BE ERROR-FREE, COMPLETELY SECURE, OR THAT ALL FAILURES OF THE LICENSED PROGRAMS WILL BE CORRECTED.

7. Quality and Accuracy of Available Information. Customer acknowledges that the information available from the use of the Services, Asure's systems and/or through the interconnecting networks may not be accurate. Asure makes no representation or warranty of any kind, either express or implied, regarding the quality, accuracy or validity of Customer Data or any data or information available from or through use of the Services and such systems and networks. Use of information obtained from or through Asure's system and networks and the use of the Services are at Customer's sole and absolute risk. ASURE SPECIFICALLY DISCLAIMS AND DENIES ANY RESPONSIBILITY FOR THE COMPLETENESS, ACCURACY OR QUALITY OF THE SERVICES PROVIDED BY IT UNDER THE TERMS OF THIS AGREEMENT.

8. Infringement Indemnity. Asure will defend, indemnify and hold Customer harmless from all damages, awards, and costs (including reasonable attorneys' fees) to the extent resulting from or arising out of any third-party claim or action that alleges the Services directly infringes a United States patent or copyright, or constitutes misappropriation of a third party trade secret; provided, however, that Customer promptly notifies Asure in writing of such claim or action, reasonably cooperates with Asure in its defense or settlement, and Asure has sole control of the defense and all related settlement negotiations. In the event the Services becomes, or in Asure's opinion are likely to become, the subject of any claim or action, then Asure will use commercially reasonable efforts at its sole option and expense, to (a) procure the right for Customer to continue using the Licensed Program, (b) replace or modify the portion of the Services so it becomes non-infringing while remaining functionally equivalent, or (c) if option (a) or (b) is not reasonably available in Asure's judgment, Asure may terminate the Services and Asure will issue a refund of all fees paid by Customer for the remaining unused balance of the Services period at the time of termination. Asure will have no liability for any claim or action based upon (a) the combination, operation, or use of the Services with hardware, software, or other items not supplied by Asure, (b) any alteration of any part of the Services by Customer or a third party, or (c) any modification of the Services made by Asure pursuant to specifications, requirements, or designs provided by Customer.

9. Limitation of Liability. ASURE SHALL NOT BE LIABLE TO CUSTOMER, ITS AFFILIATES, ITS USERS, OR ANY THIRD PARTIES FOR ANY INCIDENTAL, INDIRECT, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING, BUT NOT LIMITED TO, ANY LOSS OF USE, LOSS OF BUSINESS, LOSS OF PROFIT, LOSS OR CORRUPTION OF DATA, INTERRUPTION OF BUSINESS, LOSS OF GOODWILL OR ANY AND ALL OTHER SIMILAR DAMAGES OR LOSS WHETHER IN CONTRACT, TORT, PRODUCT LIABILITY, OR OTHERWISE IN CONNECTION WITH OR ARISING OUT OF THIS AGREEMENT OR THE USE OF THE SERVICES EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL ASURE'S LIABILITY HEREUNDER TO CUSTOMER OR A THIRD PARTY, FROM ANY CAUSE OF ACTION WHETHER IN CONTRACT, TORT, INDEMNITY OR OTHERWISE, EXCEED IN THE AGGREGATE THE AMOUNTS PAID TO ASURE FOR THE SERVICES HEREUNDER IN THE TWELVE MONTH PERIOD IMMEDIATELY PRECEDING THE FIRST EVENT GIVING RISE TO THE CLAIM. ALL CLAIMS INCLUDING SUBSEQUENT CLAIMS SHALL BE AGGREGATED TO SATISFY THIS LIMIT AND MULTIPLE CLAIMS WILL NOT ENLARGE THIS LIMIT. THIS IS CUSTOMER'S SOLE AND EXCLUSIVE REMEDY FOR A BREACH OF THIS AGREEMENT BY ASURE. Asure shall not be liable for any loss resulting from a cause over which Asure does not have direct control, including but not limited to failure of electronic or mechanical equipment or communication lines; telephone or other interconnect problems; bugs, errors, configuration problems or incompatibility of computer hardware or software; failure or unavailability of Internet access; problems with Internet service providers or other equipment or services relating to Customer's computer; problems with intermediate computer or communications networks or facilities; problems with data transmission facilities, telephone or telephone service; or unauthorized access, theft, operator errors, severe weather, earthquakes or labor disputes. Asure is not responsible for any damage to Customer's computer, software, information technology equipment or other property resulting from Customer's use of the Services.

10. Confidentiality.

10.1 The parties agree (i) not to make each other's Confidential Information available to any third party (other than employees, agents, and contractors who need access to perform the services specified under this Agreement), (ii) not to use each other's Confidential Information except as otherwise permitted by this Agreement, and (iii) to hold each other's Confidential Information in confidence during the term of this Agreement and for as long as they have custody or control of Confidential Information. Neither party shall be responsible for the loss, destruction, alteration or disclosure of Confidential Information caused by any third party. This paragraph shall survive termination of this Agreement.

10.2 Either party may disclose Confidential Information to the extent compelled by law to do so, provided the disclosing party first give the other party prior notice of the compelled disclosure (to the extent legally permitted). Confidential Information shall **not** include Aggregated Data or information that (i) is in the public domain through no act or omission of the other party, (ii) was in the other party's lawful possession prior to the disclosure, (iii) is lawfully disclosed to the other party by a third party without restriction on disclosure, (iv) is independently developed by the other party.

11. Equipment. EQUIPMENT PURCHASED PURSUANT TO AN ORDER FORM IS SUBJECT TO THE HARDWARE TERMS AND CONDITIONS OF PURCHASE LOCATED AT <http://www.asuresoftware.com/legal/hardware-purchase-terms-and-conditions>. EQUIPMENT



LEASED PURSUANT TO AN ORDER FORM SHALL BE SUBJECT TO A SEPARATE HAAS AGREEMENT, SEPARATELY SIGNED BY THE PARTIES.

12. Force Majeure. Asure is not responsible for any damage to Customer's computer, software, modem, telephone or other property resulting from Customer's use of the Services. If Asure's performance of any obligation under this Agreement is prevented, restricted or interfered with by causes including failure or malfunction of Customer-supplied equipment, disruptions of Internet protocol ("IP") service through intermediate carriers other than Asure, acts of God, explosions, vandalism, cable cut, storms, fires, floods or other catastrophes, power failure, national emergencies, third party malicious acts including cyberattacks, malicious code or other IT failure as a consequence of malicious third party software, insurrections, riots, wars, strike, lockouts, boycotts, work stoppages or other labor difficulties, or any law, order, regulation or other actions of any governmental authority, agency, instrumentality, or of any civil or military authority, then Asure shall be held harmless and excused from such performance on a day-to-day basis during such restriction or interference.

13. Notices. All notices required or permitted to be given hereunder shall be in writing and deemed given (a) when personally delivered, (b) one (1) day after delivered to an overnight courier guarantying next day delivery, or (c) three (3) days after deposited in the United States mail, postage prepaid, sent certified or registered. All notices shall be addressed to the parties at the addresses specified on the signature page hereof or to such other address as hereafter designated in writing by the applicable party, or if given by Asure, by email address to the Customer internal administrator on file with Asure.

14. Arbitration. Any dispute arising out of or relating to this Agreement, or the breach thereof, shall be settled by arbitration in accordance with the rules of the American Arbitration Association as the exclusive method of dispute resolution. Any arbitration may, but need not, be administered by the American Arbitration Association. The parties shall seek to mutually appoint one arbitrator. If the parties cannot agree on one arbitrator, then there shall be three arbitrators, one to be appointed by each party, and the third to be appointed by the first two arbitrators so selected. The arbitration shall take place in Austin, Texas and shall be in English. The arbitrator(s) may award injunctive relief only to the extent necessary to provide relief warranted by a party's individual claim. No arbitrator will have the authority to award any relief or remedy in excess of or contrary to what is provided in this Agreement. The arbitrator(s) shall issue a reasoned written award and the award will be final and binding and judgment on the award rendered by the arbitrator(s) may be entered into any court having jurisdiction thereof. The cost and expenses of arbitration shall be paid for as determined by the arbitrator(s). The arbitrator(s) shall have no authority to award attorneys' fees. Notwithstanding the foregoing, neither party is precluded from seeking interim injunctive or other equitable relief in any court with competent jurisdiction, and neither party shall be held to have waived the right to enforce this arbitration clause by filing a lawsuit to obtain any injunctive or other equitable relief for the purpose of protecting the rights and property of such party. **Customer agrees that any arbitration will be conducted on an individual basis and not a consolidated, class-wide, or representative basis and the arbitrator(s) shall have no authority to proceed with arbitration on a class or representative basis. If for any reason the arbitration clause set forth in this Agreement is deemed inapplicable or invalid, Customer hereby waives, to the fullest extent allowed by law, any right to pursue or to participate as a plaintiff or as a class member in any claim**

on a class or consolidated basis or in a representative capacity, and also waives rights to a jury trial.

15. General Provisions.

15.1 Entire Agreement. This Agreement, together with the attached Schedules, constitutes the entire understanding and agreement between Customer and Asure with respect to the subject matter hereof and supersedes all proposals and prior agreements and understandings, oral or written, and any other communications between the parties regarding this subject matter. Any term or condition stated in any Customer issued purchase order or other Customer order document is void and the prevailing document is the Order Form as defined above. In the event of any conflict between the terms of this Agreement and the terms of any such Order Form, the terms of the Order Form shall prevail. Nothing in this Agreement, express or implied, is intended to confer upon any party other than the parties hereto (and their respective successors, legal representatives and permitted assigns) any rights, remedies, liabilities or obligations under or by reason of this Agreement.

15.2 Assignment. No part of this Agreement may be assigned without the prior written consent of the other party, except that Asure may assign the Agreement, or duties hereunder, in whole or in a part to an Affiliate without consent. Either party may assign this Agreement, without prior written consent in the event of a merger, a reorganization, a sale of all or substantially all of its assets, or sale of a business division's assets, or change of control or a similar event. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors, legal representatives and permitted assigns.

15.3 Waiver. Any waiver of any provision of this Agreement by Asure shall be in writing and signed by Asure. No waiver of rights shall constitute a subsequent waiver of any rights whatsoever. The failure of Asure to enforce any provision hereof shall not constitute the permanent waiver of such provision.

15.4 Severability. The provisions of this Agreement are severable and any provision determined to be void or unenforceable shall be ineffective to the extent of such invalidity only, without in any way affecting the remaining parts of this Agreement and such invalid provision shall be replaced with an enforceable provision which achieves to the greatest extent possible the parties' original intent.

15.5 Remedies. Unless otherwise set forth herein or in applicable hardware agreements, no remedy conferred by any of the specific provisions of the Agreement is intended to be exclusive of any other remedy, and each and every remedy shall be cumulative and shall be in addition to every other remedy given hereunder, now or hereafter existing at law or in equity or by statute or otherwise. The election of any one or more remedies by either party shall not constitute a waiver of the right to pursue other available remedies.

15.6 Governing Law. This Agreement will be governed by and construed in accordance with the laws of the State of Texas without regard for its choice of law rules.

15.7 Publicity. Customer hereby authorizes and permits Asure to use Customer's name in customer lists and other promotional materials naming Customer as a customer of Asure and a user of the Services.



15.8 Export Compliance. Customer acknowledges that Asure's software Services, and the Asure Intellectual Property are subject to export laws and regulations of the United States and other countries. Each party represents that it is not named on any United States or other country's government denied-party list (or the equivalent thereof). Customer shall not export or re-export directly or indirectly (including via remote access) any of Asure's Services, or the Asure Intellectual Property to any country for which export or re-export is forbidden or for which a validated license is required. Customer shall not and shall not permit its Users to access or use the Services or the Asure Intellectual Property in violation of any United States or other country's applicable export law or regulation and shall otherwise comply with all export laws, rules and regulations of the United States and other applicable countries, as amended now or in the future.

15.9 Anti-Corruption. Customer represents and warrants that Customer has not received or been offered any illegal or improper bribe, kickback, payment, gift, or thing of value from any of Asure's employees or agents in connection with this Agreement (reasonable entertainment in the ordinary course of business excluded). Without limiting the foregoing, Customer warrants that it has not offered or paid, and will not offer or pay, any money or anything else of value, to any person for the purpose of securing any improper advantage in violation of any applicable anti-corruption law or regulation. If Customer learns of any violation of the above restrictions, it will use reasonable efforts to promptly notify Asure.

Schedule A

Services Level Agreement and Support Terms

This Schedule is part of the “Subscription Agreement” entered into by and between Asure and Customer as such terms are defined in the Agreement. Asure reserves the right to make reasonable modifications to this policy at any time by emailing a new version of this document to Customer or by posting it on Asure’s website at <http://www.asuresoftware.com/asure-software-contract>. Revisions are effective immediately.

Asure’s Services Level Agreement (“SLA”) is to provide the Customer with uninterrupted access to the purchased Services 99.9% of the time. In the event that the Monthly Uptime of the Licensed Program is less than 99.9%, Customer will be eligible for a Services Credit against its prorated Services subscription fee for that month in the amount set forth in this table:

Monthly Uptime	Credit
90.0% - 99.8%	10%
85.0% - 89.9%	20%
84.9% or less	30%

Services Credits: Services Credits are limited to the prorated subscription fee of the Services corresponding to the calendar month in which the Monthly Uptime is less than 99.9%. In order to receive a Services Credit, the Customer must notify Asure by opening a Trouble Ticket within 24 hours of an outage, and Asure must verify that the outage was a result of Unscheduled Downtime. Further, the Customer must submit an e-mail request for a credit, including the trouble ticket number, to Asure within ten (10) days of opening the Trouble Ticket. Should the Customer not claim the credit during this period, the Customer will be deemed to have waived the credit. Customer acknowledges and agrees that the SLA credits are the exclusive remedy for service failures.

Monthly Uptime: Monthly Uptime means the percentage calculated as 100% less the ratio of total Unscheduled Downtime in a given calendar month to the total number of hours in that month, rounded to the nearest one-tenth percent (0.1%). For example, if total Unscheduled Downtime is 1.5 hours during a given calendar month, and total number of hours in that month is 744, the Monthly Uptime would be 99.8% (100% - (1.5 / 744)).

Unscheduled Downtime: Unscheduled Downtime is defined as a period of time where the Services are unavailable to the Customer. Unscheduled Downtime does not include periods where the Services is unavailable to the Customer as a result of: (a) Scheduled Maintenance, (b) interruptions caused by the negligence, error or omission of Customer or others authorized by Customer to use or modify the Services, (c) Customer’s applications, equipment, or facilities including Customer premise wiring, (d) acts or omissions of Customer, or any use of the Services authorized by Customer, (e) reasons of Force Majeure (as defined in the Agreement), (f) interruptions from Customer’s use of Services in violation of the Asure’s Acceptable Use Policy (Schedule C), (g) interruptions resulting from a Asure disconnect for non-payment, (h) problems in the Licensed Program application that do not preclude use of primary application functions, (i) interruptions during any period when Customer has released Services to Asure for maintenance or rearrangement purpose, or for the installation of a Customer service order; and/or (j) interruptions during any period when Customer elects not to release the Services(s) for testing and/or repair and continues to use the Services on an impaired basis. Unscheduled Downtime is measured from the time Services unavailability is reported to Asure to the time that Services availability is restored.

Scheduled Maintenance: Scheduled Maintenance shall mean any maintenance performed by Asure or its Partners (a) for which Customer is notified 48 hours in advance, or (b) that is performed during a standard maintenance window outside North American standard business hours (Mondays-Fridays 6AM – 8PM US Central Standard Time). Notice of Scheduled Maintenance will be provided to Customer’s designated point of contact by email. Customer agrees that it is Customer’s obligation to make sure Asure has correct contact information for Scheduled Maintenance notification purposes.

Support Terms:

Asure will respond as described below to Error reports that Customer submits to Asure during Business Hours via the online Client Support Portal at <http://www.asuresoftware.com/client-support> or telephone in the US at 800-282-7319. The specific contact mechanisms or phone number may change as Asure may designate from time to time. “Error” means (a) a material failure of Customer supported Services to function in accordance with its documentation, or (b) any other alleged material defect in or malfunctioning of Customer supported Services. “Business Hours” and “Business Day” mean 8AM to 8PM Eastern Standard Time weekdays, exclusive of Asure’s holidays.

1. Contact with Asure support must be channeled through named contact representatives who have been trained at Customer’s expense in the use of the software being used. When reporting an Error, the named contact must describe the Error in reasonable detail, indicate the severity of the Error using the terminology set forth in the chart below, and specify any and all error messages observed. Asure will use commercially reasonable efforts to respond to Customer Error reports within the times indicated below:

Priority	Failure Description	Standard Support	Premium Support (if purchased)
1	Critical (no useful work can be done)	4 business hours	2 hours (24x7)
2	High - Severe Impact (functionality disabled): errors which result in a lack of application functionality or cause intermittent system failure	1 business day	2 business hours
3	Medium - Degraded Operations: errors causing malfunction of non critical functions	1 business day	4 business hours
4	Low - Minimal Impact: attributes and/or options to utility programs do not operate as stated	Future release, on business justifiable basis	Future release, on business justifiable basis
	Enhancement Request	As needed	As needed

2. Asure's acknowledgements of Error reports will contain either a resolution of the Error or a support plan describing the steps being taken by Asure, and any steps to be taken by Customer, to correct the Error. If Asure requests further information about an Error, Customer must promptly provide the requested information. Information requested by Asure may include, by way of example and not limitation, manuals related to Customer hardware, network, or third party software; examples of software output; or configuration information, including .ini files and database files.

Asure will use commercially reasonable efforts to correct, within a commercially reasonable period of time, any substantiated Error in the unaltered software reported by Customer as specified above. Asure will determine the form of any Error correction, which may include, by way of example and not limitation, an individual patch, a work around, or a maintenance release provided in the normal course of Asure's maintenance release schedule.

3. Asure provides support only for the most current major release of software and the immediately preceding major release. Asure will have no obligation to attempt to correct reported Errors that (a) cannot be reproduced or verified or (b) result from (i) misuse of software by Customer or others; (ii) modifications to software rendering it non-standard, regardless of who performed the modifications; (iii) failure or interruption of electrical power; (iv) obsolescence of software due to changes in Customer network, hardware, or third party software; or (v) an accident or other cause external to the software, including, but not limited to, problems or malfunctions related to Customer network, hardware, or third party software. Asure does not guarantee that all Errors will be corrected. Asure will have no obligation to implement Customer requests for changes or enhancements.

4. If Asure responds to a reported Error and the Error is determined to be outside the scope of Asure's support obligations, Asure may charge for its time and reasonable expenses responding to the reported Error and Customer must pay the charges. Asure's time will be billed at its standard daily consulting rate in effect for such services at the time the services are rendered. Asure's support services do not include Professional Software Service. These services are available for additional fees.

Problem Escalation Process

The issue enters the Problem Escalation process when it is reported to Asure and recorded in its on-line Support Portal. Customer may report the issue directly via the Support Portal, or a Client Services Engineer or Client Services Support Engineer may enter the issue into the system on behalf of Customer. It is essential that the issue be recorded in the system including adequate detail and steps to reproduce. The issue receives a tracking case number, such as Case 0012345.

Asure is responsible for reproducing the issue reported in Case 0012345 in their lab. If it is determined to be a defect, the details and any additional information about the issue are recorded and entered into the Engineering Defect Tracking System (DTS). The issue then receives an additional tracking number.

DTS items are reviewed in a weekly triage meeting. Quality Assurance, Development, Product Management, and Client Services all participate in the triage meeting to assign priority levels.

During the meeting, the plan for resolution is discussed and the DTS is categorized according to the following criteria:

Showstopper: items have received management attention and reviewed for possible workarounds or fixes, and where possible, are targeted for the next release.

High: items are assigned resources in relation to the theme or goal of a particular release, often being made available in the next release or two.

Medium: items are opportunistically assigned resources when working in the related product area on higher priority items.

Low: items are tracked in the system but at this time there is no intention to add the request to a release.

Customer may track the progress of a particular issue within the Support Portal at any time. Once an issue has been reproduced, assigned a DTS number, and accepted by Engineering, the issue case will be closed. This is intended to reflect that the issue has progressed from the Support queue in to the Engineering queue for resolution. Customer may track the progress of the DTS within the Support Portal as it becomes targeted for a particular release, and once it is resolved and available in a release.

NOTE: In the event of a critical, show stopper problem involving a down system, the Escalation Coordinator may call an emergency meeting to review the situation in advance of the triage meeting and establish a more urgent action plan for resolution.



Schedule B

CUSTOMER DATA PROTECTION POLICY

1. Introduction

- This Customer Data Protection Policy is a part of the Subscription Agreement and is incorporated by reference therein. It sets out additional security and privacy commitments of Asure. Capitalized terms not otherwise defined here retain the same meaning set forth in the Subscription Agreement.

2. Data Confidentiality

- Asure shall maintain administrative, physical and technical controls designed to protect the security, confidentiality and integrity of Customer's Customer Data.

3. Access

- Asure will not knowingly authorize its personnel to have access to any records or data of Customer if the person has been convicted of a crime involving fraud or dishonesty. Asure shall, to the extent permitted by law, conduct a check of public records in all of the employee's states/ country of residence and employment to verify the above.

4. Compliance

- Asure agrees to provide evidence upon reasonable request of compliance of any system or component used to process, store, or transmit Customer Data that is operated by Asure as part of its service. Similarly, Asure will be prepared to provide available evidence of compliance of any third party it has sub-contracted as part of the service offering. Asure shall take reasonable steps to periodically review and maintain its policies, standards, and procedures. An internal committee with representation from various parts of the organization will oversee our information technology security policies, standards, and procedures.

5. Network Security

- Asure agrees to maintain commercially reasonable network security that, at a minimum, includes:
 - Appropriate Measures implemented to protect the perimeter network
 - Intrusion detection/prevention tools;
 - Periodic third party penetration testing;
 - Periodic external and internal vulnerability scanning
 - Network security that at minimum conforms to an industry recognized standard
 - Anti-spoofing filters enabled on routers;
 - Network, application and server authentication passwords meet minimum complexity guidelines and regularly changed, adhering to acceptable industry standards.
 - Initial user passwords changed during first logon, and policy prohibiting the sharing of user IDs and passwords.

- **Remote Network Connectivity.** When remote connectivity to the data exporter network is required for processing of Customer Data, Asure uses secure remote network connectivity solutions e.g., VPM, SDN, or equivalent means to connect to servers for remote access.

6. Data Security

- Asure agrees to conform to the following measures:
 - a. **Data Transmission.** Asure agrees that any transmission or exchange of system application data with Customer will occur through secure protocols, e.g. HTTPS, FTPS, SFTP, or equivalent means.
 - b. **Data Storage and Backup.** Customer Data in production is not encrypted at rest. With respect to back up, Asure agrees to maintain (for the applicable contractual period) Customer's Customer Data for backup and recovery processes in encrypted form, using no less than 128-bit key.
 - c. **Testing Data.** Asure shall implement data protection and obfuscation during application testing or other processes outside of the production environment to sufficiently prevent identification of the actual individual or corporate customer to whom the original data refers, or preparing and executing a data protection plan.

7. System Acquisition, Development and Maintenance

- a. **Security Requirements.** Asure has adopted security requirements for the purchase or development of information systems, including for application services delivered through public networks.
- b. **Development Requirements.** Asure has policies for secure development, system engineering and support. Asure conducts appropriate tests for system security as part of Quality Assurance (QA) testing processes.

8. Supplier Relationships

- a. **Policies.** Asure has information security policies or procedures for its use of suppliers.
- b. **Management.** Asure performs periodic reviews of key suppliers and manages service delivery commitments through contracts with its suppliers.

9. Data Breach

- Asure agrees to comply with all applicable laws that require the notification of individuals in the event of unauthorized release of personally identifiable information or other event requiring notification.

10. Safekeeping and Security

- Asure will be responsible for safekeeping all keys, access codes and similar security codes and identifiers issued to Asure's employees, agents, contractors, or subcontractors. Asure

shall ensure that access codes and passwords conforms to an industry recognized standard.

- a. **Access Policy.** An access control policy is established, documented, and reviewed based on business and information security requirements.
- b. **Access Authorization.**
 - i. Asure has user account creation and deletion procedures, with appropriate approvals, for granting and revoking access to Asure's and/or its Customers' systems and networks at regular intervals based on the principle of "least privilege" and need-to-know criteria based on job role.
 - ii. Asure maintains and updates a record of personnel authorized to access systems that contain personal data.
 - iii. Asure maintains strict policies against any shared "generic" user identification access.
 - iv. Asure maintains a password policy requiring accounts to be locked out after a defined maximum number of login attempts in accordance with Asure's current password policy.
- c. **Integrity and Confidentiality.**
 - i. Asure instructs its personnel to automatically lock screens and/or disable administrative sessions when leaving premises that are controlled by Asure or when computers are otherwise left unattended.
 - ii. Asure computers and trusted devices automatically lock after a defined period of inactivity.
 - iii. Asure stores passwords in a secured and restricted way that makes them unintelligible while they are in force.
- d. **Authentication.**
 - i. Asure uses industry standard practices to identify and authenticate users who attempt to access information systems. Where authentication mechanisms are based on passwords, Asure requires that the passwords be renewed regularly, based on acceptable industry standards.
 - ii. Where authentication mechanisms are based on passwords, Asure requires the password to conform to very strong password control parameters including length, character complexity, and non-repeatability.
 - iii. Asure monitors repeated attempts to gain access to the information system using an invalid password.
 - iv. Asure maintains industry standard procedures to deactivate passwords that have been corrupted or inadvertently disclosed.



11. Operations Security

- Asure will maintain policies describing its security measures and the relevant procedures and responsibilities of its personnel who have access to Customer Data.

12. Physical Access to Facilities

- a. Asure limits access to facilities where systems that process personal data are located to authorized individuals.
- b. Access is controlled through key card and/or appropriate sign-in procedures for facilities with systems processing personal data. Personnel must be registered and are required to carry appropriate identification badges.
- c. A security alarm system or other appropriate security measures shall be in place to provide alerts of security intrusions after normal working hours.

13. Monitoring and Auditing

- Asure will regularly monitor and audit the effectiveness of its information security practices. Servers shall be scanned regularly to ensure they meet the current security standards.

14. Disaster Recovery

- To minimize potential losses and to permit resumption of processing, Asure shall maintain contingency plans consistent with the impact of any system failures on the business. These plans include a suitable backup and disaster recovery plan that is maintained, properly documented, periodically tested and appropriate for the system covered.

Schedule C

Acceptable Use Policy

This Schedule is part of the “Limited Use Software License Agreement” (the “Agreement”) entered into by and between Asure and Customer as such terms are defined in the Agreement.

This Acceptable Use Policy (“Policy”) outlines unacceptable uses of the Services. Asure may make reasonable modifications to this Policy from time to time by posting a new version of this document on the Asure’s web site at <http://www.asuresoftware.com/asure-software-contract>. Revisions are effective immediately upon posting. Questions about this Policy (e.g., whether any contemplated use is permitted) and reports of violations of this Policy should be directed to infosecteam@asuresoftware.com or by telephone in the US at 800-282-7319.

The Policy:

Customer agrees to use the Services in accordance with all applicable local, state and federal laws, and this Policy which shall specifically include, as determined by Asure in its reasonable judgment, NOT using the Services to:

- (i) conduct any business or activity or solicit the performance of any activity that is prohibited by law, tortuous, or interferes upon the use of Asure’s system by other Customers and customers.
- (ii) disseminate, display, send, transmit or receive any material that, to a reasonable person may be abusive, obscene, pornographic, defamatory, harassing, grossly offensive, vulgar, threatening, malicious, or violent, regardless of whether the material or its dissemination is unlawful;
- (iii) disseminate or transmit unsolicited messages, chain letters or unsolicited commercial email including unintended sending of unsolicited commercial email due to unauthorized access to Customer’s use of the Services, whether or not the recipient wishes to receive such mailings;
- (iv) access, send, receive, display, disclose, or store any content in violation of any copyright, right of publicity, patent, trademark, service mark, trade name, trade secret or other intellectual property right or in violation of any applicable agreement, or without authorization;
- (v) create a false identity or to otherwise attempt to mislead any person as to the identity, source or origin of any communication;
- (vi) export, re-export or permit downloading of any message or content in violation of any export or import law, regulation or restriction of the United States and its agencies or authorities, or without all required approvals, licenses and/or exemptions;

- (vii) interfere, disrupt or attempt to gain unauthorized access to any computer system, server, network or account for which Customer does not have authorization to access or at a level exceeding Customer's authorization;
- (viii) disseminate or transmit any virus, worms, trojan horse or other malicious, harmful or disabling data, work, code or program;
- (ix) engage in any other activity deemed by Asure to be in conflict with the spirit or intent of the Agreement or any Asure policy as examples listed in this Policy are not exhaustive.

Failure to Comply:

Failure to comply with this Policy in Asure's reasonable judgment may result in the immediate termination of Services, responding to law enforcement requests, or any other action deemed necessary by Asure in order to protect its network, customer relationships, and commitment to the highest possible quality of service. Asure will cooperate with law enforcement in cases where the Services are being used for any suspected illegal activity.

Reporting Violations:

Violations of this Policy are unethical and may be deemed criminal offenses. Customer shall report to Asure any information Customer may have concerning instances in which this Policy has been or is being violated. Asure may at any time initiate an investigation of any use of the Services for compliance with this Policy and Customer agrees to cooperate.

Malicious Activity:

Intended: Attempts to exploit other devices or services on and off of Asure's hosted service without the permission or implied permission of that party are not permitted. Violations of system or network security may result in criminal and civil liability. Asure will cooperate with law enforcement if a criminal violation is suspected. Asure will limit any traffic from the offending device or network immediately.

Unintended: Asure will notify customers of an exploited device being used for potential malicious activity. If the activity is causing severe damage or strain to other devices or networks, Asure will limit traffic to and from that device immediately. Otherwise Asure will notify the customer and give a reasonable amount of time to secure the device before limiting traffic to and from that device.