

ProTracker Cloud™ Subscription Agreement

Unless otherwise defined herein, capitalized terms shall have the meanings set forth in Section 11 below.

By accepting this Subscription Agreement (the "Agreement"), you are agreeing on behalf of the entity (the "Company") ordering the ProTracker Cloud product that Company will be bound by and become a party to the Agreement and certifying that you have the authority to bind Company. If Company does not agree to all of the terms of the Agreement, do not select the "accept" box or sign (either manually or electronically) the Order Form issued to you by ProTracker Software.

Unless and until the Company has agreed to be bound by all of the terms of the Agreement, the Company has not become a licensee of, and is not authorized to use, ProTracker Cloud product. The "Effective Date" of this Agreement is the day that you check the "accept" box or sign (either manually or electronically) on the Order Form with ProTracker Software.

1. Subscription.

1.1. Subscription. During the Subscription Term, ProTracker Software shall make ProTracker Cloud available to the Company pursuant to the terms of this Agreement. All rights not expressly granted to the Company are reserved by ProTracker Software and its licensors.

1.2. ProTracker Cloud Usage Rights; APIs; License Key; Critical Control Software; and Two-Factor Authentication:

1.2.1 Use of Service. During the Subscription Term, the Company has a non-exclusive, revocable, non-transferable right to access and use the Service solely for Company's own internal business purposes and limited to the number of Subscription Users for which Company has paid the applicable fees.

1.2.2 Use of ProTracker Software APIs. ProTracker Software may authorize the Company to utilize ProTracker Software and/or Third-Party Software to access Company data. ProTracker Software must establish a dedicated Subscription User account and password with credentials sufficient to enable API access to the desired Company data by such software.

1.2.3 License. ProTracker Software shall establish the Company's access to allow for the specific number of Subscription Users for which the Company has paid the applicable fees.

1.2.4 Critical Control Software. ProTracker Cloud includes Critical Control Software that regularly transmits certain usage data, including but not limited to, the number of authorized Subscription Users, system and service performance data, to ProTracker Software to verify compliance with the terms of this Agreement and to improve ProTracker Software's products and services. Company hereby authorizes and directs ProTracker Software to use the Critical Control Software in accordance with the terms of this Agreement. Critical Control Software does not collect or access any Company Data. Company acknowledges that the use of such Critical Control Software is fundamental to the business of ProTracker Software.

1.2.5 Usage Data. In the course of providing Company with the Service described in the Agreement, ProTracker Software may collect, use, process and store diagnostic and usage related content from the computer, mobile phone or other devices the Company's Subscription Users use to access the Service. This may include, but is not limited to, IP addresses and other information like Internet service, location, the type of browser and modules that are used and/or accessed (the "Usage Data"). ProTracker Software collects the Usage Data on an aggregate basis to maintain, enhance or add functionality to our web-based services as well as to understand the use of the ProTracker Cloud. For the avoidance of doubt, Usage Data is not Company Data and ProTracker Software agrees not to use, access, disclose, read or copy the Company Data, except for the purpose of providing the Service as described in the Agreement. However, ProTracker Software reserves the right to utilize the Usage Data associated with the Company Data to:

- (a) maintain and improve the performance and integrity of the Service;
- (b) comply with all regulatory, legislative or contractual requirements;
- (c) further develop and enhance the Service.

1.2.6 Two-Factor Authentication. ProTracker Cloud requires the use of two-factor authentication to provide increased security on the Internet. Company agrees to conform to the use of the two-factor authentication software that is provided with ProTracker Cloud, and to keep dependent software, e.g., Java, up to date to support two-factor authentication. Company agrees to indoctrinate Company's employees on the importance of complying with two-factor authentication security requirements.

- 1.3. Support. ProTracker Software shall provide Company with telephone and email support on regular business days from 9:00 a.m. to 5:00 p.m. Eastern time, excluding week-ends and holidays, and significant weather-related storms. Online self-help is available from most web pages of ProTracker Cloud by clicking on the Help hyperlink in the bottom-right corner of the web page.

- 1.4. Support Level. ProTracker Software reserves the right, from time to time, to modify its support level. ProTracker Software will provide notice of any changes to its support level by posting notice of the changes on ProTracker Software's website.
- 1.5. Company Responsibilities. Company shall:
- (a) be responsible for all Subscription Users' compliance with the Agreement,
 - (b) be solely responsible for the accuracy, integrity, and legality of Company Data and the means by which it acquires and uses such Company Data,
 - (c) use ProTracker Cloud in accordance with applicable laws, rules, regulations (including, without limitation, export, data protection and privacy laws, rules and regulations) and any ProTracker Cloud documentation, and
 - (d) notify ProTracker Software immediately of any unauthorized use of, or access to, ProTracker Cloud or any account or password thereof.
- 1.6. Indemnification. Company agrees to defend, indemnify and hold ProTracker Software and its Affiliates, and its and their employees, subcontractors and agents, harmless from any and all claims, damages, losses, liabilities, costs (including attorneys' fees and court costs) arising from or resulting from any act or failure of Company that violates or breaches any of the responsibilities of Company set forth above.
- 1.7. Restrictions. Company shall not, directly or indirectly:
- (a) sublicense, resell, rent, lease, distribute, market, commercialize or otherwise transfer rights or usage to ProTracker Cloud or any modified version or derivative work of ProTracker Cloud created by or for Company,
 - (b) provide ProTracker Cloud, or any modified version or derivative work of ProTracker Cloud created by or for Company, on a timesharing, service bureau or other similar basis,
 - (c) remove or alter any copyright, trademark or proprietary notice in ProTracker Cloud,
 - (d) reverse engineer, decompile, disassemble or otherwise attempt to discover the source code of any encrypted or encoded portion ProTracker Cloud,
 - (e) copy any features, functions or graphics of ProTracker Cloud for any purpose other than what is expressly authorized in this Agreement,
 - (f) modify any portion of the Critical Control Software,

- (g) use or modify ProTracker Cloud in any way that would subject ProTracker Cloud, in whole in or in part, to send or store spam, unlawful, infringing, obscene, or libelous material, or Malicious Code.

2. Third-Party Software; Third-Party Plug-Ins.

- 2.1 Third-Party Software. Company agrees to comply with all applicable Third-Party Software terms and conditions.
- 2.2 Third-Party Plug-Ins. Company may use Third-Party Plug-Ins to add functionality to ProTracker Cloud, provided that such use is limited to internal use by Company in a manner that does not violate any provisions of Section 1.7 of this Agreement.
- 2.3 Third-Party Software Developers. ProTracker Software may provide the services of third-party software developers for the purpose of creating external modules or links to the Company Data stored on ProTracker Cloud upon written request of the Company. ProTracker Software must approve the development of separate external modules, the cost of which shall be borne by the Company and contracted only through ProTracker Software.

3. Proprietary Rights.

- 3.1 ProTracker Software Intellectual Property. ProTracker Software owns the Intellectual Property Rights in and to ProTracker Cloud and any modifications thereto, including, without limitation, any modifications created for Company under the Agreement. Company assigns to ProTracker Software all Intellectual Property Rights worldwide in any modifications it creates to ProTracker Cloud. This Agreement does not convey or transfer any ownership rights in ProTracker Cloud, or any Intellectual Property Rights therein, to Company. ProTracker Software's name, logo, trade names and trademarks are owned by ProTracker Software, and no right is granted to Company to use any of the foregoing except as expressly permitted herein. ProTracker Software reserves all rights, title, and interest in and to all copies of ProTracker Cloud.
- 3.2 Ownership of Company Data; License. As between Company and ProTracker Software, Company owns all Intellectual Property Rights in and to the Company Data. Company hereby grants to ProTracker Software a worldwide, non-exclusive, fully-paid, royalty-free, transferable license to use, reproduce and display the Company Data solely in order to provide the Service to Company.
- 3.3 Suggestions. ProTracker Software shall have a royalty-free, worldwide, transferable, sub-licensable, irrevocable, perpetual license to use, copy, modify, or distribute, including by incorporating into any product or service owned by ProTracker Software, any suggestions, enhancement requests, recommendations or other feedback provided by Company and any of its Subscription Users, relating to any product or service owned by ProTracker Software.

4. Fees and Payment.

- 4.1 Fees. Company shall pay all fees specified in all Order Forms. Except as otherwise provided, fees set forth in each Order Form hereunder will be:
- (a) fixed during the Subscription Term set forth in such Order Form;
 - (b) paid in advance of the Subscription Term;
 - (c) quoted and payable in United States dollars;
 - (d) based upon the number of Subscription User licenses purchased, even if actual usage is lower; and
 - (e) non-cancelable and non-refundable.
- 4.2 Additional Subscription Users. Subscription Users added during the Subscription Term will be prorated according to the remaining time in the Subscription Term at the then-current Subscription User fee set forth on such Order Form. The number of Subscription Users purchased under a specific Order Form cannot be decreased during the relevant Subscription Term set forth on such Order Form.
- 4.3 Renewal. Except as otherwise set forth in an Order Form, the Subscription Term of an Order Form shall automatically renew for additional three-month terms, unless either party gives the other written notice of non-renewal at least 20 days prior to the end of the relevant Subscription Term. Company may cancel its subscription on www.protracker.com. When Company's renewal is by credit card (or other applicable ProTracker Software-approved automated-payment mechanism), all fees will be charged in advance and any pricing or Subscription User changes for such renewal term will be reflected on such credit card. ProTracker Software reserves the right to modify the fees set forth in a specific Order Form in connection with Subscription Term renewal of such Order Form.
- 4.4 Subscription Sharing. Subscription Users accounts and passwords are specific to individual Subscription Users, and under no circumstance may Subscription Users' accounts or passwords be shared among or by different Subscription Users.
- 4.5 Payment. When Company pays by credit card (or other applicable ProTracker Software-approved automated-payment mechanism), Company agrees to continuously provide ProTracker Software with complete and accurate billing and contact information.
- 4.6 Overdue Charges. Overdue amounts are subject to interest at 1.5% per month, or the maximum rate permitted by law, whichever is lower. Notwithstanding the foregoing, if the applicable charges are under reasonable and good faith dispute and Company is cooperating diligently to resolve the dispute, ProTracker Software will not exercise its rights set forth under this Section.

- 4.7 Taxes. Unless otherwise provided, all fees do not include any Taxes, and Company is responsible for paying all Taxes associated with its purchases hereunder, excluding any Taxes based on ProTracker Software's net income or property.
- 4.8 Refunds. ProTracker Software does not provide refunds for unused licenses during the Subscription Term.
- 4.9 Data Conversion Fees. Data conversion fees are quoted separately according to the complexity of the data conversion. A 50% deposit is required prior to the start of data conversion. The balance on the data conversion fee invoice must be paid in advance of final converted data delivery.

5. Term and Termination.

- 5.1 Term. This Agreement commences on the Effective Date and continues until all Subscription Users granted in accordance with this Agreement and all Order Forms have expired or been terminated. An Order Form commences on the Effective Date of the Order Form and continues for the Subscription Term specified in such Order Form.
- 5.2 Termination for Incurable Breach. The Agreement shall terminate immediately if Company violates Section 1.7(g).
- 5.3 Termination by Company or ProTracker Software. Either party may terminate this Agreement prior to the end of a Subscription Term if the other party:
 - (a) materially breaches its obligations hereunder and, where such breach is curable, such breach remains uncured for thirty (30) days following written notice of the breach, or
 - (b) becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation, or assignment for the benefit of creditors.
- 5.4 Surviving Provisions. Company's obligation to make a payment of any outstanding, unpaid fees, the defined terms used in the Agreement and the terms of Sections 1.7, 3, 4, 5.4, 6, 7.2, 8, 9, 10 and 11 shall survive termination or expiration of this Agreement.
- 5.5 Handling of Company Data Upon Termination. Company agrees that following expiration or termination of the Agreement, ProTracker Software may immediately deactivate Company's account and access to ProTracker Cloud. Upon written request by Company made within thirty (30) days of the effective date of expiration or termination of the Agreement (the "Post-Term Period"), ProTracker Software will expeditiously transfer Company Data and other documents that are stored on ProTracker Cloud to Company, provided that Company has paid in full

all good faith undisputed amounts owed to ProTracker Software. Upon expiration of the Post-Term Period, ProTracker Software will have no further obligation to maintain for or provide to Company any of the Company Data and may thereafter, unless legally prohibited, delete all Company Data in its systems or otherwise in its possession or under its control.

6. Confidentiality.

6.1 The Receiving Party will not disclose or cause to be disclosed any Confidential Information of the Disclosing Party, except:

- (a) to those employees, representatives, or contractors of the Receiving Party who require access to the Confidential Information to exercise its rights under this Agreement and who are bound by written Agreement not to disclose third-party confidential or proprietary information disclosed to such party, or
- (b) as such disclosure may be required by law or governmental regulation, subject to the Receiving Party providing to the Disclosing Party written notice to allow the Disclosing Party to seek a protective order or otherwise prevent the disclosure.

6.2 Nothing in this Agreement will prohibit or limit the Receiving Party's use of information:

- (a) previously known to it without obligation of confidence,
- (b) independently developed by or for it without use of or access to the Disclosing Party's Confidential Information,
- (c) acquired by it from a third party that is not under an obligation of confidence with respect to such information, or
- (d) that is or becomes publicly available through no breach of this Agreement.

The Receiving Party acknowledges the irreparable harm that improper disclosure of Confidential Information may cause; therefore, the injured party is entitled to seek equitable relief, including temporary restraining order(s) or preliminary or permanent injunction, in addition to all other remedies, for any violation or threatened violation of this Section. The terms of this Agreement, Original Code and the structure, sequence and organization of ProTracker Cloud are Confidential Information of ProTracker Software or its licensors.

6.3 Destruction. Within five (5) days after a Disclosing Party's request, the Receiving Party shall return or destroy the Disclosing Party's Confidential Information.

6.4 Exclusion. The confidentiality obligations under Section 6.1 above shall not apply to data entered into a ProTracker Cloud Evaluation copy, i.e., a demo license.

6.5 ProTracker Software recognizes and confirms that the content of all Company Data sent to or received by the Service is confidential and hereby agrees not to collect any personally-identifiable information of Company's Subscription Users.

7. Warranties, Exclusive Remedies and Disclaimers.

7.1 ProTracker Software Warranties. ProTracker Software warrants that:

- (a) it will provide the Service in a manner consistent with general industry standards for services that are similar to the Service;
- (b) ProTracker Cloud shall perform materially in accordance with the online user guide and online help documentation for ProTracker Cloud. For any breach of either warranty, Company's sole and exclusive remedy shall be to terminate the Agreement pursuant to Section 5.3 and, notwithstanding anything to the contrary in Section 4.1 of the Agreement, have ProTracker Software refund to Company the pro rata unused portion of any pre-paid subscription fees.

7.2 Disclaimer of Warranties. Except as expressly provided in this Agreement, ProTracker Cloud is provided to Company strictly on an "as is" basis. All conditions, representations and warranties, whether express, implied, statutory or otherwise, including, without limitation, any implied warranty of merchantability, fitness for a particular purpose, or non-infringement of third-party rights, are hereby disclaimed to the maximum extent permitted by applicable law. ProTracker Software's service may be subject to limitations or issues inherent in the use of the Internet and ProTracker Software is not responsible for any problems or other damage resulting from such limitations or issues. Some jurisdictions do not allow the exclusion of implied warranties and so the above exclusions may not apply to Company.

8. Limitation of Liability.

8.1 Limitation on All Damages. Except for Company's breach of Sections 1.7, 6.1 and 6.2, in no event shall either party's liability arising out of or related to this Agreement whether in contract, tort or under any other theory of liability, exceed in the aggregate the total amount paid by Company to ProTracker Software under this Agreement during the twelve (12) months immediately preceding the act or omission giving rise to the liability. The foregoing shall not limit Company's payment obligations under Section 4.

8.2. Disclaimer of Consequential Damages. Except for Company's breach of Sections 1.7, 6.1 and 6.2, in no event shall either party be liable for any lost profits or revenue or for any indirect, special, cover, punitive, incidental or consequential damages, regardless of the legal or equitable theory (contract, tort, including negligence or otherwise), arising under this Agreement 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.

9. Terms of Use: On-Demand Services

- 9.1 Terms of Use. The following terms and conditions (the “Terms of Use”) will be legally binding on Company upon execution of this Subscription Agreement. In addition, Company agrees that new features, including Software Releases (as defined in Section 9.3 below) or additions to the On-Demand Service, will also be subject to these Terms of Use as part of the terms in this Agreement.
- 9.2 Terms of Use Modifications. ProTracker Software hereby reserves the right to modify these Terms of Use and/or the On-Demand Service, from time to time, at its sole discretion. ProTracker Software shall use commercially reasonable efforts to notify Company of any material modifications to the Terms of Use or On-Demand Service by posting a notice on this page and/or sending an email to the administrative user of the Company account. ProTracker Software shall not be liable to Company nor to any third party for any modification of the Terms of Use or the On-Demand Service.
- 9.3 Software Releases. During the Subscription Term, if Company has paid the applicable fees and is in compliance with the terms and conditions of the Agreement, ProTracker Software may provide automatic updates to Company’s instances of the ProTracker Software Product with Software Releases. “Software Releases” may be comprised of Maintenance Releases and/or Feature Releases (as defined below).
- (a) “Maintenance Releases” means an update to the ProTracker Cloud that includes fixes to known defects and does not intentionally introduce any new or modified application behavior.
 - (b) “Feature Releases” means a software update that includes both fixes to known defects and introduces new or modified application behavior.
- 9.4 Data Storage. With respect to the Service, the maximum disk storage space will be determined based on the ProTracker Cloud editions licensed to Company (collectively, the “Storage Limits”). Each month, ProTracker Software will measure the amount of storage required by Company. When the amount of storage exceeds the Storage Limit, ProTracker Software will automatically increase Company’s storage fees according to the then-current storage fee schedule for such excess use, starting with the next subscription period. Company agrees to accept such data storage charges in order to avoid interruptions to Company’s operations.
- 9.5 Backup of Data. Company may download backups of its Company Data upon demand from within ProTracker Cloud, including both the ProTracker Cloud data and the external files archived on ProTracker Cloud servers.

10. General.

- 10.1 **Publicity.** ProTracker Software may include the Company's name in customer lists. Company also agrees to:
- (a) serve as a reference for ProTracker Software;
 - (b) collaborate on press releases announcing or promoting the relationship; and
 - (c) collaborate on case studies or other marketing collateral.
- 10.2 **Assignment.** Company may not assign any of its rights or obligations hereunder, whether by operation of law or otherwise, without the prior written consent of ProTracker Software. Any attempted assignment in breach of this Section shall be void. This Agreement shall bind and inure to the benefit of the parties and their respective successors and permitted assigns.
- 10.3 **Relationship of the Parties.** ProTracker Software and Company are independent contractors, and nothing in this Agreement or any attachment hereto will create any partnership, joint venture, agency, franchise, sales representative, or employment relationship between the parties.
- 10.4 **No Third-Party Beneficiaries.** There are no third-party beneficiaries to this Agreement.
- 10.5 **Choice of Law and Jurisdiction.** This Agreement will be governed by and construed in accordance with the laws of the State of New Hampshire and the federal U.S. laws applicable therein, excluding its conflicts of law provisions. Company and ProTracker Software agree to submit to the personal and non-exclusive jurisdiction of the courts located in Rockingham County, New Hampshire. The parties agree that the United Nations Convention on Contracts for the International Sale of Goods will not apply to this Agreement.
- 10.6 **Attorneys Fees.** In any action related to this Agreement, if any party is successful in obtaining some or all of the relief it is seeking or in defending against the action, the other party shall pay, on demand, the successful party's reasonable attorneys' fees and reasonable costs.
- 10.7 **Manner of Giving Notice.** Notices regarding this Agreement shall be in writing and addressed to Company at the address Company provides, or, in the case of ProTracker Software, when addressed to: ProTracker Software Inc., 6 Merrill Drive, Suite 2, Hampton, NH 03842. Notices regarding ProTracker Cloud in general may be given by electronic mail to Company's e-mail address on record with ProTracker Software and such notice shall be deemed to have been delivered twelve (12) hours after sending.

- 10.8 Force Majeure. Neither party shall be liable to the other for any delay or failure to perform hereunder (excluding payment obligations) due to circumstances beyond such party's reasonable control, including acts of God, acts of government, flood, fire, tornado, snow storm, ice storm, earthquake, nuclear disaster, civil unrest, acts of terror, strikes or other labor problems (excluding those involving such party's employees), service disruptions involving hardware, software or power systems not within such party's reasonable control, and denial of service attacks.
- 10.9 Amendment and Waiver. No amendment or waiver of any provision of this Agreement shall be effective unless in writing and signed (either manually or electronically) by an authorized representative of Company and ProTracker Software. To the extent of any conflict between these terms and conditions (as may be modified by an amendment signed by Company and ProTracker Software) and any other schedule or attachment hereto, these terms and conditions (as may be modified by an amendment signed by Company and ProTracker Software) shall prevail unless expressly stated otherwise. Notwithstanding any language to the contrary therein, and except as set forth in Section 4.3, no terms stated in a purchase order or in any other order document (other than an Order Form expressly incorporated herein) shall be incorporated into this Agreement, and all such terms shall be void. No failure or delay in exercising any right hereunder shall constitute a waiver of such right. Except as otherwise provided, remedies provided herein are in addition to, and not exclusive of, any other remedies of a party at law or in equity.
- 10.10 Severability. If any provision of this Agreement is held by a court of competent jurisdiction to be contrary to law, such provision shall 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 shall remain in effect.

11. Definitions.

- 11.1 "Accepting" means clicking "accept" or signing (either manually or electronically) and, if applicable, returning a manually-signed Order Form issued to you by ProTracker Software.
- 11.2 "Additional Terms" means terms and conditions that may be applicable based upon the manner of installation and usage of ProTracker Cloud specified in an Order Form. Any Additional Terms will be specified in an Order Form (or attached as an exhibit thereto).
- 11.3 "Affiliate" means a company that is Controlled by, under common Control with or Controlling the Company during the period of such control.
- 11.4 "API" means application programming interfaces provided by ProTracker Software as part of ProTracker Cloud, which set forth rules and specifications that Third-Party Plug-Ins may utilize to access Company Data in accordance with this

Agreement.

- 11.5 "Company Data" means any data, information or material submitted by Company to, or stored by Company in, a database related primarily to ProTracker Cloud.
- 11.6 "Company Software" means online, web-based applications and offline clouds that are developed by or for the Company.
- 11.7 "Computer Software," as that term is defined in 48 C.F.R. 2.101, and as the term is used in 48 C.F.R. Part 12, and is a Commercial Item comprised of "commercial computer software" and "commercial computer software documentation."
- 11.8 "Confidential Information" means information that one party (the "Disclosing Party") provides to the other party (the "Receiving Party") during the term of this Agreement that is identified in writing at the time of disclosure as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure.
- 11.9 "Control" means ownership, directly or indirectly, of more than 50% of the voting securities that vote for the election of the board of directors or other managing body.
- 11.10 "Critical Control Software" means modules that report the number of authorized Subscription Users, and provide ProTracker Software (and Authorized ProTracker Software Resellers where applicable) with the ability to monitor certain usage of ProTracker Cloud.
- 11.11 "Effective Date" means the day that you check the "accept" box or sign (either manually or electronically) the Order Form with ProTracker Software.
- 11.12. "Intellectual Property Rights" means any patents and applications therefore, copyrights, trademarks, service marks, trade names, domain name rights, trade secret rights, and all other intellectual property rights.
- 11.13 "Malicious Code" means viruses, worms, time bombs, Trojan horses and other harmful or malicious code, files, scripts, agents, or programs.
- 11.14 "Order Form" means the documents or online e-commerce programs used for purchases of subscriptions hereunder, including order forms, purchase orders, order notifications and order confirmation documents and addenda thereto, that are agreed to by ProTracker Software, or entered into between ProTracker Software and Company from time to time. Order Forms are deemed incorporated herein by reference.
- 11.15 "Original Code" means software source code.
- 11.16 "Service" means the online, web-based ProTracker Software platform and

applications (excluding any Third-Party Software) that are hosted by ProTracker Software or a third-party hosting facility designated by ProTracker Software.

- 11.17 "Software" means the ProTracker Software edition (excluding any Third-Party Software) that is specified in an Order Form.
- 11.18 "Subscription Term" means the period of time which Company may access the applicable ProTracker Cloud as set forth in an Order Form. Subscription Terms are quoted monthly, but billed quarterly, in advance. The Subscription Term starts on the Effective Date and often does not correspond to a month-end or quarter-end date.
- 11.19 "Subscription User" means an individual employee, contractor or agent of the Company and its Affiliates authorized by Company to use the applicable ProTracker Cloud for which a subscription has been purchased and who has been given a user identification and password, along with two-factor authentication authorization.
- 11.20 "ProTracker Software" means ProTracker Software, Inc.
- 11.21 "ProTracker Software Authorized Reseller" means a ProTracker Cloud partner approved by ProTracker Software under a fully-executed ProTracker Software Partner Agreement and is associated with an Order Form under this Agreement.
- 11.22 "ProTracker Cloud" means the version and the editions of the Service, including associated APIs, that are ordered by the Company under an Order Form.
- 11.23 "Taxes" means any direct or indirect local, state, federal or foreign taxes, levies, duties or similar governmental assessments of any nature, including excise, sales, use or withholding taxes.
- 11.24 "Third-Party Plug-Ins" means software developed by a third party that Company may use to add functionality to ProTracker Cloud, the use of which software is governed by the applicable terms and conditions of such third party.
- 11.25 "Third-Party Software" means online, web-based applications and offline clouds that are developed by third parties, and may interoperate with ProTracker Cloud.