

Simplicity Software License Agreement

This Software License Agreement (together with all exhibits and attachments hereto, the ("Agreement")) is entered into between Seikosoft LLC, doing business as Simplicity Debt Collection Software (Licensor) and you, the person or entity who is accessing and being licensed the Software and Documentation ("Licensee").

1. DEFINITIONS

The following capitalized terms shall have the meanings provided below:

"Content" means any Licensee or third party information, data, text, software, sound, photographs, images, graphics or other material which the Licensee wishes to display or distribute using the Software.

"Documentation" means any written help files and instruction manuals regarding the use of the Software which Tweak makes generally available to its customers.

"End User" means a person or entity that is an employee, authorized agent, consultant, or independent contractor of Licensee and is able to use the Software for Licensee's own internal use and not for further resale or distribution.

"Intellectual Property Rights" means any patent rights, copyrights, trade secrets, trademarks, service marks, know-how and any other similar rights or intangible assets recognized under any laws or international conventions and in any country or jurisdiction in the world, and all present and future registrations, applications, disclosures, renewals, extensions, continuations or reissues of the foregoing.

"Software" means Licensor's proprietary Software, SimplicityCollect, in machine executable, object code format only, which is licensed by Licensor to Licensee and includes Documentation. From time to time, the parties may add Software by executing an addendum to this Agreement.

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

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

4. **This Software is subject to a limited warranty.** Licensor warrants to Licensee that the Software has been thoroughly tested and is free from defects and errors under normal use. The Software will perform according to its printed documentation, and to the best of Licensor's knowledge. Licensee's use of this Software according to the printed documentation is not an infringement of any third party's intellectual property rights. No agent of Licensor is authorized to make any warranties or to modify this limited warranty. Any action for breach of this limited warranty must be commenced within one year of the expiration of the warranty. Because some

Simplicity Software License Agreement

jurisdictions do not allow any limit on the length of an implied warranty, the above limitation may not apply to this Licensee

5. Notwithstanding the foregoing, LICENSOR IS NOT LIABLE TO LICENSEE FOR ANY DAMAGES, INCLUDING COMPENSATORY, SPECIAL, INCIDENTAL, EXEMPLARY, PUNITIVE, OR CONSEQUENTIAL DAMAGES, CONNECTED WITH OR RESULTING FROM THIS LICENSE AGREEMENT OR LICENSEE'S USE OF THIS SOFTWARE.

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

7. Licensee agrees to defend and indemnify Licensor and hold Licensor harmless from any and all claims, losses, damages, complaints, or expenses connected with or resulting from Licensee's business operations other than those related to Licensor's willful and malicious misconduct.

8. Licensor has the right to terminate this License Agreement and Licensee's right to use this Software upon any material breach by Licensee of the terms and conditions hereof. Licensor has the right to limit or refuse maintenance and support or terminate the agreement should support and maintenance issues become burdensome on staff.

9. Licensee agrees to return to Licensor or to destroy any and all copies of the Software and supporting material upon termination of the License.

10. This License Agreement is the entire and exclusive agreement between Licensor and Licensee regarding this Software. This License Agreement replaces and supersedes all prior negotiations, dealings, and agreements between Licensor and Licensee regarding this Software.

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

12. This License Agreement is valid without Licensor's signature. It becomes effective upon the earlier of Licensee's signature or Licensee's use of the Software.

13. **PRICING PROVISION:** Licensee shall pay to Licensor current fees set forth on Simplicity Software's web site. Fees may be subject to change.

- **PAYMENT.** Upon payment by Licensee to Licensor of all licensing, hosting, support, and maintenance fees and other charges, Licensor shall allow access to the software. All fees and other charges are payable in full, in U.S. dollars.
- The Simplicity nonpayment and/or declined payment policy is as follows: On the first day of nonpayment, a reminder email will go out to the client reminding them that their payment is overdue. The client will receive an email each day for the first seven days

Simplicity Software License Agreement

following a declined or nonpayment attempt. Each email will be sent to the email address Simplicity has on file and which the client manages via their software settings. At the end of the seven days, the client's account will be locked until payment is received. Thirty days after the initial declined payment, a termination email will be sent to the client notifying them that their account will be terminated and all data removed if they do not make a payment. Thirty days after the initial termination letter is sent (sixty days after the initial declined payment) the client is notified that their account will be terminated and data removed from their account. Access is terminated and accounts removed within the week. Simplicity staff makes every reasonable attempt during these 60 days of nonpayment to contact the client via phone or email to resolve delinquent payments and restore access to the client.

14. This License Agreement may be terminated by Licensee. In order to terminate service, Licensee is required to submit a written cancelation notice by Ticket submission, Email, or Postal Letter. At such time, all support, hosting, maintenance, services, and upgrades by Licensor will cease. Licensee understands that no refunds will be issued for cancelled accounts. Licensor may terminate this agreement at any time for any cause.

Licensee Signature

Date