

# **License Agreement**

USER AGREEMENT (the "Agreement")

Last Modified – July 2022

## 1. TERMS OF AGREEMENT

(a) Terms of Agreement. Software Techniques Inc. offers to allow you to use its Online software "Breeze 360", conditioned on your agreement to all of the terms and conditions contained in this Agreement. Your use of "The Software" (Breeze 360) constitutes your agreement to all such terms and conditions. If you do not so agree, you must notify us in writing prior to using the software, in which case you reject the offered terms of use and will not be permitted to use The Software.

If you have any questions regarding these terms and conditions, please contact Software Techniques Inc. customer service by visiting the support section of our web site, currently at the following link: [gotoassist.com/ph/softwaretech](https://gotoassist.com/ph/softwaretech)

(b) Amendments. Software Techniques Inc. may amend this Agreement at any time in its sole discretion by posting on our web site (a) the amended Agreement, currently at [getbreeze360.com/EULA](https://getbreeze360.com/EULA).

When logging onto the Service (as defined below) you will be asked to confirm your acceptance to any such revised terms and conditions. You agree to check this Agreement periodically so you will be familiar with their content as amended or modified from time to time. If you do not agree to the revised terms and conditions, you should contact Software Techniques Inc. immediately to discuss closure of your Account (also defined below).

## 2. DESCRIPTION OF SERVICE

Software Techniques Inc. offers "The Software" as an Online subscription-based attendance tracking service accessible via a URL that will be provided at time of purchase. Some of the content, features and/or Services on the Web Site are fee-based and have limited use based on time elapsed (months, years, etc.) as set forth at the time of purchase. Software Techniques Inc. reserves the right to change the URL address of the Web Site at any time.

Anyone desiring to use the Service is required to establish an account with Software Techniques Inc (the "Account"). Software Techniques Inc. does not provide Internet access, and you are responsible for all fees associated with your Internet connection.

The Web Site is an active part of the Service and any use of the Web Site is governed by the same terms and conditions of this Agreement. Please note that access to "The Software" Message Board is tied to your account status. By canceling or deactivating recurring billing, you lose your ability to post on the forum and will be able to "read-only."

Software Techniques Inc. reserves the right to offer Additional fee-based Features to "Breeze 360" at their discretion.

## 3. LICENSE TO USE

Subject to the terms of this Agreement, Software Techniques Inc. grants to you a non-exclusive, revocable, nontransferable (except as permitted in Section 4(a)) license to use the Service, and a non-exclusive, revocable, nontransferable (except as permitted in Section 4(a)) license to use the Software in connection with the Service, for a duration as defined in Section 5 for so long as you maintain an authorized and fully-paid Account.

You may not (a) sublicense, rent, lease, loan or otherwise transfer the Software or the Service (or any part thereof), including without limitation serial codes; (b) modify, adapt, reverse engineer or decompile the Software, or otherwise attempt to derive source code from the Software; (c) create any derivative works in respect of the Software or the Service; or (d) otherwise use the Software or the Service except as expressly provided in this Agreement.

Title to the Software, and all rights with respect to the Software and Service not specifically granted under this Agreement, including without limitation all rights of reproduction, modification, distribution, display, disassembly and decompilation and all copyright, patent, trademark, trade secret and other proprietary rights and interests are reserved to Software Techniques Inc.

#### 4. ACCOUNT

(a) Master Accounts and User IDs. To use the Service, you must first create a master account on the SoftTIMEOnline service ("master account") and a user specific sub-account for "The Software". The master account is subject to specific fees as per section 5 (see Service Fees) and can be completed by contacting us at 540-721-1000.

You must choose an account name to identify yourself to Software Techniques Inc. staff (your "Account ID") on both the master service account as well as a User ID. You may not select as your Account ID or User ID the name of another person, or a name which violates any third party's trademark right, copyright, or other proprietary right, or which may mislead other forum members to believe you to be an employee of Software Techniques Inc., or which Software Techniques Inc. deems in its sole discretion to be vulgar or otherwise offensive. Software Techniques Inc. reserves the right, in its sole discretion, to (1) delete or alter any Account ID or (2) terminate any license granted herein, for any reason whatsoever, including, without limitation, any suspected or actual infringement of any trademark or trade name right, copyright, or other proprietary right or (3) delete any content published on any electronic boards without notice. You have sole liability for all activities conducted through your Account or under your Account ID.

By agreeing to the User Agreement, you agree that you do not own either the master account or the User ID (collectively, the "Account") you use to access the service, the additional User IDs created on the Account that Software Techniques Inc. stores on Software Techniques Inc. servers, or any other data from which the servers and accounts are comprised. The User ID you create is needed to login to the service as per this section 4(a) and the fee that you pay is to access or acquire Additional Features.

(b) Rights to Use Accounts. By agreeing to the User Agreement you agree that you do not own either the Master Account or the User ID ("the Account") you use to access the service, the data created on the Account or the Additional Features accessed or purchased through the Account and that Software Techniques Inc. stores on Software Techniques Inc. servers, the items stored on these servers, or any other data from which the servers and accounts are comprised. The Account you create is needed to login to the service as per section 4(a) and the fee that you pay is to continue to access the service or acquire Additional Features.

(c) Company Names. While accessing the Service, it is possible to name your Company, giving titles to reports generated with "The Software". You may not create a Company name that is the name/description/title of another person, or a name/description/title which violates any third party's trademark right, copyright, or other proprietary right, or which may mislead other users to believe you to be an employee of Software Techniques Inc. or its affiliates, or which Software Techniques Inc. deems at its sole discretion to be vulgar or otherwise offensive. Software Techniques Inc. reserves the right, in its sole discretion, to (1) delete or alter any name/description/title given to a Company or (2) terminate any license granted herein, for any reason whatsoever, including, without limitation, any suspected or actual infringement of any trademark or trade name right, copyright, or other proprietary right.

(d) Passwords. At the time your Account is opened, you must select a password. You are responsible for maintaining the confidentiality of your password and you are responsible for any harm resulting from your disclosure or allowing the disclosure of your password or from use by any person of your password to gain access to your Account and User ID. At no time should you respond to an Online request for a password. Software Techniques Inc. will never ask for your password offline or Online, except that you will be required to enter your password as part of the log-on process.

(e) Registration Obligations. You agree to provide true, accurate, current and complete information about yourself and your company as prompted by the Service's registration form ("Registration Data") and maintain and promptly update the Registration Data to keep it true, accurate, current and complete. If you provide any information that is untrue, inaccurate, not current or incomplete, or Software Techniques Inc. has reasonable grounds to suspect that such information is untrue, inaccurate, not current or incomplete, Software Techniques Inc. has the right to suspend or terminate your Account and refuse any and all current or future use of the Service.

(f) Former Members. Members whose Accounts have been terminated by Software Techniques Inc. may not access the Service in any manner or for any reason, including through any other Account, without the express written permission of Software Techniques Inc. Accounts accessed by Former Members are subject to immediate termination. Software Techniques Inc. reserves the right to use any means necessary, including those in section 4(g), to identify and remove Former Members.

(g) Related Accounts. If Software Techniques Inc. terminates an Account, Software Techniques Inc may terminate any other Accounts that share the same member name, phone number, email address, postal address, Internet Protocol address, or credit card number with the terminated Account.

## 5. SERVICE FEE AND ADDITIONAL FEATURE PURCHASES

(a) Our fees and billing procedures are published in the registration section of the Web Site, which are incorporated herein by this reference. All fees are stated in U.S. Dollars and exclude all taxes and telecommunications charges, unless expressly stated otherwise. To the maximum extent permitted by law, these taxes and charges are your responsibility. YOUR MEMBERSHIP FEES AND FEES FOR ADDITIONAL FEATURES ARE PAYABLE IN ADVANCE AND ARE NOT REFUNDABLE IN WHOLE OR IN PART FOR ANY REASON WHATSOEVER, INCLUDING, WITHOUT LIMITATION, INTERRUPTION OR UNAVAILABILITY OF SERVICE (SEE ALSO SECTION 10 BELOW). We will automatically charge your chosen method of payment (including, without limitation, credit card, debit card, and ACH) on a recurring basis for applicable Account fees or automatically for any Additional Feature purchases, plus any applicable taxes we are required to collect, where you authorize us to do so. All recurring Account fees and Additional Feature purchases are payable in advance. YOU ARE FULLY LIABLE FOR ALL CHARGES TO YOUR ACCOUNT. You represent to Software Techniques Inc. that you are the

authorized account holder or an authorized user of the chosen method of payment used to pay the Account fee or price for the Additional Feature, as applicable. You agree to promptly notify Software Techniques Inc. of any changes to your account number, its expiration date and/or your billing address, and you agree to promptly notify Software Techniques Inc. if your account expires or is cancelled for any reason.

(b) YOU UNDERSTAND AND AGREE THAT ANY ATTEMPT TO MAKE ANY CHARGE BACK OR OTHERWISE RECLAIM OR OBTAIN A REFUND OF OR A CREDIT AGAINST ANY FEES PAID WITHOUT FIRST CLOSING YOUR SOFTWARE ACCOUNT OR HAVING OBTAINED SOFTWARE TECHNIQUES INC'S PRIOR WRITTEN CONSENT TO SUCH REFUND SHALL ENTITLE SOFTWARE TECHNIQUES INC TO DEACTIVATE YOUR SOFTWARE ACCOUNT AND ANY OTHER ACCOUNTS ASSOCIATED WITH SUCH METHOD OF PAYMENT UNLESS SOFTWARE TECHNIQUES INC CONSENTS IN WRITING FOLLOWING YOUR PAYMENT OF THE FEES OR A CREDIT OR REFUND IS AGREED IN WRITING WITH SOFTWARE TECHNIQUES INC. DEACTIVATION WILL INCLUDE, WITHOUT LIMITATION, THE SOFTWARE AND/OR ADDITIONAL FEATURES IN RELATION TO WHICH THE RECHARGE, REFUND OR CREDIT WAS OBTAINED, BUT ALSO ALL ACCESS TO THE SERVICE INCLUDING PREVIOUSLY PURCHASED ADDITIONAL FEATURES AND/OR THE SOFTWARE AND ANY OTHER ACCOUNTS ASSOCIATED WITH SUCH METHOD OF PAYMENT. YOU FURTHER AGREE THAT THE SOFTWARE AND/OR ADDITIONAL FEATURES FORM PART OF THE SERVICE AND ARE DELIVERED 'UNSEALED' AUTOMATICALLY UPON RECEIPT OF THE FEES AND THEREFORE YOU HAVE NO CANCELLATION RIGHTS (SAVE FOR A WILFULL ERROR OR FAULT WITH THE SOFTWARE AND/OR ADDITIONAL FEATURES WHICH IS REPORTED IMMEDIATELY TO SOFTWARE TECHNIQUES INC).

(c) Software Techniques Inc. reserves the right (i) to alter the subscription fees payable for the Service, and/or Additional Features (ii) to introduce alternative fee structures for the Service. Any alteration to the subscription fees or alternative fee structures will be posted on the Web Site at least 30 calendar days prior to such alteration taking effect. No notice will be provided for changes to the purchase price of Additional Features. If you do not agree to any such alteration, you should not purchase Additional Features and you should terminate your Account prior to the date on which the alteration takes effect, otherwise the revised amount will automatically be debited to your Account.

## 6. CONTENT AND MEMBER CONDUCT

(a) Content. You acknowledge that by using the Software and the Service you will have access to graphics, content, layout, design, files, data (and items and attributes associated with data), and text (collectively, "Software Data Content"). Software Techniques Inc. does not pre-screen Software Data Content as a matter of policy. YOU UNDERSTAND AND AGREE THAT SOFTWARE TECHNIQUES INC HAS THE RIGHT, BUT NOT THE OBLIGATION, TO REMOVE ANY CONTENT (INCLUDING YOURS) IN WHOLE OR IN PART AT ANY TIME FOR ANY REASON OR NO REASON, WITH OR WITHOUT NOTICE AND WITH NO LIABILITY OF ANY KIND.

(b) Rights in Content. You acknowledge that Software Techniques Inc. and its related Software Data Content Providers ("Software Data Content Providers") have rights in their respective Software Data Content under copyright and other applicable laws, and that you accept full responsibility and liability for your use of any Software Data Content in violation of any such rights. Software Techniques Inc. and its related Software Data Content Providers grant to Members the right to use the Software Data Content for business purposes within the nature of the Data Content.

(c) Member Data Content. Members can upload to and create data content on our servers in various forms, such as in selections you make and data items you create for the Software, and in bulletin boards and similar user-to-user areas ("Member Data Content"). By submitting Member Data Content to or creating Member Data Content on any area of the Service, you acknowledge and agree that such Member Data Content is the sole property of Software Techniques Inc. To the extent that Software Techniques Inc. cannot claim exclusive rights in Member Data Content by operation of law, you hereby grant (or you warrant that the owner of such Member Data Content has expressly granted) to Software Techniques Inc. and its related Software Data Content Providers a non-exclusive, universal, perpetual, irrevocable, royalty-free, sublicense able right to exercise all rights of any kind or nature associated with such Member Data Content, and all ancillary and subsidiary rights thereto, in any languages and media now known or not currently known. You shall indemnify and hold Software Techniques Inc. and its affiliates harmless from and against any claims by third parties that your Member Data Content infringes upon, violates or misappropriates any of their intellectual property or proprietary rights.

(d) Member Conduct. You agree not to use the Service to:

take any action or upload, post, e-mail or otherwise transmit any content that infringes or violates any third party rights; impersonate any person or entity, including, but not limited to, a Software Techniques Inc employee, or falsely state or otherwise misrepresent your affiliation with a person or entity; take any action or upload, post, e-mail or otherwise transmit any content that violates any law or regulation; take any action or upload, post, e-mail or otherwise transmit any content as determined by Software Techniques Inc at its sole discretion that is harmful, threatening, abusive, harassing, tortuous, defamatory, vulgar, obscene, libelous, invasive of another's privacy, hateful, racially, ethnically or otherwise objectionable; or contains any viruses, trojan horses, worms, time bombs, cancelbots or other computer programming routines that are intended to damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data or personal information; take any action or upload, post, email or otherwise transmit any content that would violate any right or duty under any law or under contractual or fiduciary relationships (such as inside information, proprietary and confidential information learned or disclosed as part of employment relationships or under nondisclosure agreements); upload, post, email or otherwise transmit any unsolicited or unauthorized advertising, promotional materials, "junk mail," "spam," "chain letters," "pyramid schemes," or any other form of solicitation; interfere with or disrupt the Service or servers or networks connected to the Service, or disobey any requirements, procedures, policies or regulations of networks connected to the Service; attempt to gain access to any other user's Account or password; or "stalk" or otherwise harass another member. You agree that Software Techniques Inc. may take whatever steps it deems necessary to abridge, or prevent behavior of any sort on the Service in its sole discretion, without notice to you.

## 7. OFFICIAL SERVICE

Software Techniques Inc. has designed the Software for use as offered through the Service by Software Techniques Inc. at the Web Site and not through any other means. You further agree not to access, create or provide any other means through which the Software may be used by others, as through server emulators. You agree not to use any hardware or software, including but not limited to third party tools, or any other method of support which may in any way influence your use of the Service which is not authorized by Software Techniques Inc., including but not limited to the use of 'bots' and/or any other method by which the Service may be accessed automatically without human input. You acknowledge that you do not have the right to create, publish, distribute, create derivative works from or use any software programs, utilities, applications, emulators or tools derived from or created for the Software except that you may use the Software to the extent expressly permitted by this Agreement. You



may not take any action which imposes an unreasonable or disproportionately large load on our infrastructure.

You may not sell or auction any Software accounts, data, items, currency or copyrighted material for real-world money or items or services of any value, nor may you assist others in doing so. Software Techniques Inc. may from time to time in its sole discretion implement various forms of filtering, blocking or monitoring of IP addresses or proxies used to use or access the Software or the Service, including without limitation blocking or filtering measures that restrict your ability to use or access the Software or Service outside of the territories in which Software Techniques Inc. makes the Software or Service available

## 8. PRIVACY

Our privacy policy, which covers the usage and protection of your personal information and Data Content, is published on the Web Site, currently at [softwaretech.com/privacy](https://softwaretech.com/privacy) and is incorporated herein by this reference.

## 9. CONDUCT GUIDANCE

While Software Techniques Inc. may choose to monitor and take action upon inappropriate use, chat or links to the Service, it is possible that at any time there may be language or other material accessible on or through the Service that may be inappropriate or offensive to some users of any age. Software Techniques Inc cannot ensure that other users will not provide Content or access to Content that users may find inappropriate or that any user may find objectionable. Software Techniques Inc. does not as a matter of policy pre-screen the content of the materials or communications transmitted by each user.

Software Techniques Inc. reserves the right to enforce any or all of these rules at its sole discretion.

## 10. INTERRUPTION OF SERVICE

(a) Software Techniques Inc. reserves the right to interrupt the Service from time to time on a regularly scheduled basis or otherwise with or without prior notice in order to perform maintenance. You agree that Software Techniques Inc. will not be liable for any interruption of the Service, delay or failure to perform resulting from any causes whatsoever.

(b) You acknowledge that the Service may be interrupted for reasons beyond the control of Software Techniques Inc., and Software Techniques Inc. cannot guarantee that you will be able to access the Service or your Account whenever you may wish to do so. Software Techniques Inc. shall not be liable for any interruption of the Service, delay or failure to perform resulting from any causes whatsoever.

(c) Software Techniques Inc. has the right at any time for any reason or no reason to change and/or eliminate any aspect(s) of the Service as it sees fit in its sole discretion.

(d) Software Techniques Inc. shall not be obligated to refund all or any portion of any Account fee or Additional Feature fee by reason of any interruption of the Service by reason of any of the circumstances described in paragraph (a) or (b).

## 11. DISCLAIMER OF WARRANTY

THE SERVICE, THE SOFTWARE, THE ACCOUNT, THE DATA CONTENT AND ALL OTHER SERVICES ARE PROVIDED ON AN "AS IS" BASIS, PROVIDED AT YOUR OWN RISK, AND TO THE MAXIMUM EXTENT PERMITTED BY LAW, SOFTWARE TECHNIQUES INC HEREBY EXPRESSLY DISCLAIMS ALL WARRANTIES OR CONDITIONS OF ANY KIND, WRITTEN OR ORAL, EXPRESS, IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTY OF TITLE, NONINFRINGEMENT, MERCHANTABILITY, QUIET ENJOYMENT, ACCURACY, OR FITNESS FOR A PARTICULAR PURPOSE. Without limiting the foregoing, Software Techniques Inc. does not ensure continuous, error-free, secure or virus-free operation of the Service, the Software, your Account or the Data Content, and you understand that you shall not be entitled to

refunds for fees based on Software Techniques Inc.'s failure to provide any of the foregoing. Some states do not allow the disclaimer of implied warranties, and to the extent, the foregoing disclaimer may not apply to you. This warranty gives you specific legal rights and you may also have other legal rights that vary from state to state.

## 12. LIMITATION OF LIABILITY

THE MAXIMUM AMOUNT OF SOFTWARE TECHNIQUES INC'S (OR ANY OF ITS SHAREHOLDERS, PARTNERS, AFFILIATES, DIRECTORS, OFFICERS, SUBSIDIARIES, EMPLOYEES, AGENTS, SUPPLIERS, LICENSEES OR DISTRIBUTORS) LIABILITY TO YOU UNDER THIS AGREEMENT SHALL NOT EXCEED AN AMOUNT EQUAL TO THE LOWER OF THE (i) ACCOUNT FEES OR (ii) PURCHASE PRICE OF THE ADDITIONAL FEATURES EACH OF THE FOREGOING (i) OR (ii) AS PAID BY YOU TO SOFTWARE TECHNIQUES INC IN THE PRECEDING SIX (6) MONTHS. IN NO EVENT SHALL SOFTWARE TECHNIQUES INC, NOR ANY OF ITS CONTENT PROVIDERS, SHAREHOLDERS, PARTNERS, AFFILIATES, DIRECTORS, OFFICERS, EMPLOYEES, AGENTS OR SUPPLIERS, BE LIABLE TO YOU OR TO ANY THIRD PARTY FOR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL PUNITIVE OR EXEMPLARY DAMAGES, (INCLUDING, WITHOUT LIMITATION, LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION OR ANY OTHER PECUNIARY LOSS), REGARDLESS OF THE THEORY OF LIABILITY (INCLUDING CONTRACT, NEGLIGENCE, OR STRICT LIABILITY) ARISING OUT OF OR IN CONNECTION WITH THE SERVICE, THE SOFTWARE, YOUR ACCOUNT OR THIS AGREEMENT WHICH MAY BE INCURRED BY YOU, WHETHER OR NOT SOFTWARE TECHNIQUES INC (OR ANY SUCH OTHER RELEASED PARTY) MAY HAVE BEEN ADVISED THAT ANY SUCH DAMAGES MIGHT OR COULD OCCUR. Some states do not allow the foregoing limitations of liability, so they may not apply to you and in such a case you agree that Software Techniques Inc.'s (or any other released party) liability to you shall be limited to the maximum extent permitted by law. You agree that Software Techniques Inc. cannot be held responsible or liable for anything that occurs or results from accessing or subscribing to the Software Service.

## 13. INDEMNIFICATION

At Software Techniques Inc.'s request, you agree to defend, indemnify and hold harmless (a) Software Techniques Inc., (b) its shareholders, partners, affiliates, directors, officers, subsidiaries, employees, agents or suppliers, (c) its licensees, distributors, Content Providers, and (d) other Members of the Service, from all

damages, liabilities, claims and expenses, including without limitation attorneys' fees and costs, arising from or related, directly or indirectly, to any misuse of the Service or breach of this Agreement by you.

#### 14. TERMINATION

(a) Software Techniques Inc. reserves the right to suspend or terminate this Agreement (including your Software license and your Account) immediately and without notice if you breach this Agreement or willfully infringe any third party intellectual property rights, or if we are unable to verify or authenticate any information you provide to us, or upon use, chat or any user activity whatsoever which is, in our sole discretion, inappropriate and/or in violation of the spirit of the Software. Should Software Techniques Inc decide to suspend or terminate this Agreement with a User under any circumstances, the User will lose access to your Account for the balance of any prepaid period without any refund.

(b) You agree that if the Service or your Account is suspended, terminated or cancelled for any reason or length of time, you are not entitled to any reimbursement or refund of any fees or unused access time.

#### 15. GENERAL PROVISIONS

This Agreement is governed by and shall be construed and enforced under the laws of The Commonwealth of Virginia, without applying any conflicts of law principles which would require application of the law of any other jurisdiction. Software Techniques Inc. and you each hereby irrevocably consent to the jurisdiction of the courts of the Commonwealth of Virginia for all purposes in connection with any action or proceeding which arises out of or relates to this Agreement and agree that any action or proceeding instituted under this Agreement shall be brought only in the commonwealth courts of Franklin County, Commonwealth of Virginia. If any provision of this Agreement is held to be invalid or unenforceable, such provision shall be struck and the remaining provisions shall be enforced. The UN Convention on Contracts for the International Sale of Goods is expressly disclaimed. You agree to comply fully with all relevant export laws and regulations of the United States ("Export Laws") to assure that neither the Software nor the Service is exported, directly or indirectly, in violation of Export Laws; or is

intended to be used for any purposes prohibited by the Export Laws. Our failure to act with respect to a breach by you or others does not waive our right to act with respect to subsequent or similar breaches. Except as otherwise permitted herein, you may not assign or transfer this Agreement or your rights hereunder, and any attempt to the contrary is void. This Agreement sets forth the entire understanding and agreement between us and you with respect to the subject matter hereof. Notwithstanding anything else in this Agreement, no default, delay or failure to perform on the part of Software Techniques Inc shall be considered a breach of this Agreement if such default, delay or failure to perform is shown to be due to causes beyond the reasonable control of Software Techniques Inc. All notices given by you or required under this Agreement shall be emailed to [Support@softwaretech.com](mailto:Support@softwaretech.com)