

**CHILDCARE MANAGER**  
**ENTERPRISE SERVICES AND SOFTWARE LICENSE AGREEMENT**  
**Last Updated: May 10, 2016**

Please read this Enterprise Services and Software License Agreement (this “**Agreement**”) carefully because it governs your use of childcare management services provided by Personalized Software, Inc. (“**Personalized Software**”, “**we**”, or “**us**”), including those accessible via our downloadable software (“**Software**”) and our subscription services (“**SaaS Services**”).

**1. Agreement.** By clicking “I Accept” or by using the Software or the SaaS Services, you agree to this Agreement. If you are accepting this Agreement on behalf of a company or other legal entity, you represent and warrant that you have the authority to bind that company or other legal entity to the terms of this Agreement, and, in such event, “you” and “your” will refer to that company or legal entity.

**2. Changes to the Agreement.** We may modify this Agreement at any time. If we do so, we’ll let you know either by posting the modified Agreement on the SaaS Services or through other communications. It’s important that you read the Agreement whenever we modify it because if you continue to use the Software or the SaaS Services after we have posted or communicated the modified Agreement to you, you are indicating that you agree to be bound by the modified Agreement. If you don’t agree to be bound by the modified Agreement, then you may not use the Software or the SaaS Services anymore.

**3. Software and Services.**

**3.1 Authorized Users.** You may select individuals (employees or independent contractors) to access and use the Software and (if applicable) the SaaS Services and you will obtain separate credentials, e.g., user IDs and passwords, from Personalized Software for such individuals (each, an “**Authorized User**”). You will at all times be responsible for all actions taken under an Authorized User’s account, whether such action was taken by an Authorized User or by another party, and whether such action was authorized by an Authorized User. You are responsible for the security of each Authorized User’s credentials and will not share (and will instruct each Authorized User not to share) such credentials with any other person or entity or otherwise permit any other person or entity to access or use the Software or the SaaS Services. In order to access the API (defined below), you will be given one API key (the “**Online Key**”). You are solely responsible for the security of the Online Key and will not share (and will instruct each Authorized User not to share) the Online Key with any other person or entity or otherwise permit any other person or entity to access or use the API. You are required to take appropriate measures to safeguard the Online Key and shall be responsible for any unauthorized access to the Online Key.

**3.2 License.** Subject to compliance with the terms of this Agreement, Personalized Software hereby grants you (a) a limited, non-exclusive license to load, install and run one copy of the Software on each Authorized User’s computer (the “**Software License**”); and (b) if you elect to use the SaaS Services, a limited, non-exclusive license to access and use (i) the SaaS Services (and for each of your Authorized Users to access and use the SaaS Services), and (ii) Personalized Software’s application programming interface (the “**API**”) that connects the SaaS Services to the Software, in each case solely for your internal business purposes and in accordance with this Agreement.

**3.3 Restrictions.** Except as expressly specified in this Agreement, you may not: (a) copy (except in the course of loading or installing the Software) or modify the Software, the SaaS Services, or the API, including but not limited to adding new features or otherwise making adaptations that alter the functioning of the Software, the SaaS Services or the API; (b) transfer, sublicense, lease, lend, rent or otherwise distribute the Software, the SaaS Services or the API to any third party except as permitted by this Agreement; or (c) make the functionality of the

Software, the SaaS Services or the API available to multiple users through any means, including but not limited to by uploading the Software to a network or file-sharing service or through any hosting, application services provider, service bureau, software-as-a-service or any other type of services. You acknowledge and agree that portions of the Software, the SaaS Services and the API, including but not limited to the source code and the specific design and structure of individual modules or programs, constitute or contain trade secrets of Personalized Software and its licensors. Accordingly, you agree not to disassemble, decompile or reverse engineer the Software, the SaaS Services or the API, in whole or in part, or permit or authorize a third party to do so, except to the extent such activities are expressly permitted by law notwithstanding this prohibition. You will comply with all laws and regulations applicable to your business and your use of the Software, the SaaS Services and the API, including any of the foregoing relating to childcare and third party proprietary and privacy rights.

3.4 Updates. From time to time Personalized Software may, in its sole discretion, advise you of updates, upgrades, enhancements or improvements to the Software, the SaaS Services and/or the API, and/or new releases of the Software (collectively, “**Updates**”), and may license you and your Authorized Users to use such Updates upon payment of prices as may be established by Personalized Software from time to time. All such Updates to the Software, the SaaS Services and/or the API provided to you will also be governed by the terms of this Agreement.

#### **4. Your Obligations.**

4.1 Cooperation and Assistance. As a condition to Personalized Software’s obligations hereunder, you will at all times: (a) provide Personalized Software with good faith cooperation and assistance and make available such information, facilities, personnel and equipment as may be reasonably required by Personalized Software in order to provide the Software and the SaaS Services, including, but not limited to, providing Center Content (defined below), security access, information, and software interfaces to your business the SaaS Services; (b) provide such personnel assistance and other personnel, as may be reasonably requested by Personalized Software from time to time; and (c) carry out in a timely manner all other of your responsibilities set forth in this Agreement.

4.2 Enforcement. You will ensure that your Authorized Users comply with the terms and conditions of this Agreement. You will promptly notify Personalized Software of any suspected or alleged breach of this Agreement and will cooperate with Personalized Software with respect to: (i) any investigation by Personalized Software of any suspected or alleged breach of this Agreement; or (ii) any action by Personalized Software to enforce the terms and conditions of this Agreement. Personalized Software may suspend or terminate any Authorized User’s access to the SaaS Services without prior notice to you in the event that Personalized Software reasonably determines that such Authorized User has breached this Agreement. You will be liable for any violation of this Agreement by any Authorized User.

4.3 Telecommunications and Internet Services. You acknowledge and agree that you and your Authorized Users’ use of the SaaS Services and the API is dependent upon access to telecommunications and Internet services. You are solely responsible for acquiring and maintaining all telecommunications and Internet services and other hardware and software (in addition to the Software) required to access and use the SaaS Services and the API, including, without limitation, any and all costs, fees, expenses, and taxes of any kind related to the foregoing. Personalized Software will not be responsible for any loss or corruption of data, lost communications, or any other loss or damage of any kind arising solely from any such telecommunications and Internet services.

#### **5. Content.**

5.1 Center Content. You and your Authorized Users may upload data, information, images and other materials to use with the SaaS Services (“**Center Content**”), including through the API. By making any Center Content available through the SaaS Services and/or the API, you hereby grant to Personalized Software a non-exclusive, transferable license to use, reproduce, modify for formatting purposes, publicly perform, publicly display and distribute copies of the Center Content in connection with provision of the SaaS Services to you. Personalized Software assumes no responsibility for Center Content carried on your systems or on any system provided by us. Personalized Software may access and use Center Content during the Term as necessary to provide the SaaS Services to you and to identify or resolve technical problems with the SaaS Services. We may share Center Content with our third party service providers that help us to administer and provide the SaaS Services or as directed by you. You represent and warrant that (a) you have, and will continue to have, during the Term, the legal right and authority to access, use and disclose Center Content to Personalized Software; and (b) Personalized Software’s use of Center Content in accordance with this Agreement will not violate any applicable laws or regulations or cause a breach of any agreement or obligation between you and any third party.

5.2 Parent Data. You acknowledge that in connection with provision of the SaaS Services to you, we will collect and process on your behalf personal data about your child care center customers (“**Parents**”), including names, email, phone numbers, information about their children and any other information relating to their acquisition of childcare services from you that Parents disclose to you or us via the SaaS Services (“**Parent Data**”). With respect to such collection and processing of Parent Data, you are the data controller and will be deemed to be responsible for such collection and processing and Personalized Software is and will be deemed to be a subcontracting party, acting on your behalf at all times as a technology services provider. You are responsible for obtaining the requisite consents required under applicable laws from Parents as applicable, in connection with the provision and transmission of Parent Data to us, the collection of Parent Data by us, and use of such Parent Data by us in connection with the provision of the SaaS Services to you under this Agreement. You are solely responsible for responding to Parents’ requests for access to their personal data and modification or updating of such personal data.

5.3 Data Maintenance and Backup Procedures. Personalized Software will follow its standard security and archival procedures for Center Content and Parent Data uploaded through the SaaS Services, which procedures are consistent with industry standards for protection of such Center Content and Parent Data against unauthorized or accidental breach, access, collection, use, loss, theft, alteration, disclosure, copying, destruction or disposal (the “**Security Measures**”). In the event of any breach, loss or corruption of Center Content or Parent Data, Personalized Software will promptly notify you thereof and will provide you with particulars of such breach, loss, or corruption, including as applicable any failure of Security Measures. Personalized Software will use its commercially reasonable efforts to restore the lost or corrupted Center Content or Parent Data from the latest backup of such Center Content or Parent Data maintained by Personalized Software. Personalized Software will not be responsible for any loss, destruction, alteration, unauthorized disclosure or corruption of Center Content or Parent Data caused by any third party. PERSONALIZED SOFTWARE’S EFFORTS TO RESTORE LOST OR CORRUPTED CENTER CONTENT OR PARENT DATA PURSUANT TO THIS SECTION 5.3 WILL CONSTITUTE PERSONALIZED SOFTWARE’S SOLE LIABILITY AND YOUR SOLE AND EXCLUSIVE REMEDY IN THE EVENT OF ANY LOSS OR CORRUPTION OF CENTER CONTENT OR PARENT DATA IN CONNECTION WITH THE SAAS SERVICES, PROVIDED SUCH LOSS OR CORRUPTION IS NOT CAUSED BY PERSONALIZED SOFTWARE’S FAILURE TO COMPLY WITH OR IMPLEMENT SECURITY MEASURES.

5.4 Analytics Data. You acknowledge and agree that Personalized Software may collect anonymous data with respect to the use and performance of the Software and/or the SaaS Services, and analyze Center Content and Parent Data to create aggregate data that does not identify you or any Parent, child or individual; and that Personalized Software will be the owner of such usage data and aggregate data.

**6. Ownership.** Personalized Software and its licensors own the Software, the SaaS Services and the API (and any Updates thereto) and all intellectual property rights therein (collectively, the “**Personalized Software IP**”). As between Personalized Software and you, you own all Center Content and Parent Data. No rights are granted in any Personalized Software IP or Center Content or Parent Data, except as expressly set forth in this Agreement. Without limiting the foregoing, the Software is licensed and not sold, and no ownership interest in the Software is granted under this Agreement. Unless otherwise agreed between you and Personalized Software, you grant Personalized Software the right to use your name, trademark and logo on Personalized Software’s website and marketing materials to identify you as a Personalized Software customer.

## **7. Confidentiality.**

**7.1 Definition.** “**Confidential Information**” means any business or technical information disclosed by one party to the other party that: (i) if disclosed in writing, is marked “confidential” or “proprietary” at the time of disclosure; (ii) if disclosed orally, is identified as “confidential” or “proprietary” at the time of disclosure, and is summarized in a writing sent by the disclosing party to the receiving party within thirty (30) days after any such disclosure; or (iii) under the circumstances, a person exercising reasonable business judgment would understand to be confidential or proprietary. For clarity, Center Content and Parent Data are considered to be your Confidential Information, and the Software, the SaaS Services, the API and the Online Key are Personalized Software’s Confidential Information.

**7.2 Exclusions.** The obligations and restrictions set forth in Section 7.3 will not apply to any information that: (i) is or becomes generally known to the public through no fault of or breach of this Agreement by the receiving party; (ii) is rightfully known by the receiving party at the time of disclosure; (iii) is independently developed by the receiving party without use of the disclosing party’s Confidential Information; or (iv) the receiving party rightfully obtains from a third party who has the right to disclose such information without breach of any confidentiality obligation to the disclosing party.

**7.3 Use and Disclosure Restrictions.** A receiving party will not use the disclosing party’s Confidential Information except as necessary for the performance or enforcement of this Agreement and will not disclose such Confidential Information to any third party except to those of its employees and subcontractors who have a bona fide need to know such Confidential Information for the performance or enforcement of this Agreement; provided that each such employee and subcontractor is bound by a written agreement that contains use and disclosure restrictions consistent with the terms set forth in this Section 7. Each receiving party will protect the disclosing party’s Confidential Information from unauthorized use and disclosure using efforts equivalent to the efforts that the receiving party ordinarily uses with respect to its own confidential information and in no event less than a reasonable standard of care. The provisions of this Section 7.3 will remain in effect during the term of this Agreement and for a period of three (3) years after the expiration or termination of this Agreement.

**7.4 Permitted Disclosures.** The provisions of this Section 7 will not restrict either party from disclosing Confidential Information pursuant to the order or requirement of a court, administrative agency, or other governmental body; provided that the party required to make such a disclosure gives reasonable notice to the other party to enable it to contest such order or requirement or limit the scope of such request. The party responding to such an order or requirement will only disclose that information that is expressly required.

## **8. Payment Terms.**

**8.1 Software License Fees.** Unless otherwise agreed between you and Personalized Software, you will pay Personalized Software the fees for the Software (the “**Software License Fees**”) as set forth in the Software Pricing Schedule <http://www.childcaremanager.com/products-services/investment/pricing.aspx>. Unless otherwise agreed between you and Personalized Software,

Personalized Software will issue you an invoice for the Software License Fees and payment for such invoice is due within 30 days of the invoice date. Payment of Software License Fees not received by Personalized Software within ten (10) days of the due date will incur interest at a rate of 1.5% per month, or the maximum rate allowed by law, whichever is lower. Software License Fees are non-refundable.

8.2 SaaS Services Fees. From time to time, we may offer a free trial of the SaaS Services for new customers (“**Trial Period**”). When we offer a free Trial Period, we will specify its duration, and the Trial Period will begin when you first sign up for the SaaS Services. After any Trial Period has expired (or from the date on which you first sign up for SaaS Services if no Trial Period applies), you agree to pay fees to Personalized Software for your use of the SaaS Services (the “**SaaS Services Fees**”) as set forth in the SaaS Services Pricing Schedule <https://www.childcaremanageronline.com/Public/Pricing.aspx>. Use of and access to the API is included in the Trial Period and also in the SaaS Services Fees. SaaS Services Fees are payable on a monthly basis, each calendar month being a “**Billing Period**” unless a different Billing Period has been agreed between you and Personalized Software. If your first Billing Period is a partial calendar month, your Fees for the first Billing Period will be pro-rated. We will invoice you for SaaS Services Fees for each Billing Period on or after the last day of each Billing Period. If you have provided your credit card or bank direct debit details to us, you will be charged automatically on the day on which an invoice is issued or shortly thereafter. If we invoice you, payment for each invoice is due within 30 days of the invoice date. If you fail to pay SaaS Services Fees to us when they are due, we reserve the right to block your access (and that of your Authorized Users) to the SaaS Services and/or the API.

## 9. Termination.

9.1 Software License Term. The Software License granted under Section 3.2(i) remains in effect for a period of 75 years, unless earlier terminated in accordance with this Agreement (the “**Software License Term**”). You may terminate the Software License at any time by destroying all copies of the Software in your possession or control. The Software License granted under this Agreement will automatically terminate, with or without notice from Personalized Software, if you breach any term of this Agreement.

9.2 SaaS Services Term. The initial subscription term will commence on the date you commence using the SaaS Services and the API and will continue for one (1) year (or such other period as may be agreed in writing between Personalized Software and you) (the “**Initial Subscription Term**”). Thereafter, this Agreement will automatically renew for successive additional one (1) year renewal terms, unless either party notifies the other party of its intent not to renew at least thirty (30) days prior to the end of the then-current Subscription Term. In this Agreement, the Initial Subscription Term and each renewal term are each individually referred to as a “**Subscription Term**” and collectively as the “**SaaS Services Term**.” You may, subject to your payment of all SaaS Services Fees in accordance with Section 8.2, terminate this Agreement with respect to the SaaS Services and the API only at any time by giving us sixty (60) days prior written notice. Without limiting other available remedies, Personalized Software reserves the right to suspend or disable your or any of your Authorized Users’ access to the SaaS Services and the API if we determine (in our discretion) your or any Authorized User’s use of the SaaS Services and/or the API does or may disrupt, harm, or pose a security risk to Personalized Software, the SaaS Services, the API, our systems or any third party.

9.3 Effect of Termination. Upon the expiration of the SaaS Services Term or termination of your access to the SaaS Services and/or the API (“**SaaS Services Termination Date**”), your right to access and use the SaaS Services and the API will automatically terminate, and you may not continue to access or use the SaaS Services or the API. Within ninety (90) days from the SaaS Services Termination Date, you may request a copy of the last back-up of your Center Content and certain Parent Data (excluding credit card and bank account information), in a file

type of Personalized Software's choosing (CSV or similar), by sending an email to support@childcaremanager.com. Effective on the ninety-first (91<sup>st</sup>) day after the SaaS Services Termination Date, Personalized Software will have no further obligation to maintain or provide Center Content or Parent Data and has the right to delete and/or destroy all copies thereof held by it. Subject to the foregoing, upon the expiration of the SaaS Services Term or termination of your access to the SaaS Services and/or the API, this Agreement will terminate with respect to the SaaS Services and/or the API but will continue in effect with respect to the Software and Software License. Upon any expiration of the Software License Term or termination of this Agreement, you must destroy the Software and all copies thereof. Personalized Software will have no liability arising out of or related to Personalized Software's exercise of its termination rights under this Agreement. Sections 3.3, 5.4, 6, 7, 9.3, 12, 13 and 14 will survive any expiration or termination of this Agreement.

## **10. Support.**

10.1 Support for the Software. Personalized Software will provide technical support (via telephone and email) for the Software during the first year of the Software License Term at no additional charge. After the first year of the Software License Term, the provision of technical support for the Software will be subject to the payment of fees as specified in the Software Pricing Schedule.

10.2 Support for SaaS Services. Personalized Software will provide technical support (via telephone and email) for the SaaS Services and the API throughout the SaaS Services Term at no additional charge. Subject to the terms of this Agreement, Personalized Software will use commercially reasonable efforts to make the SaaS Services available 99.5% of the time per month, except for any scheduled maintenance or any unanticipated or unscheduled downtime or unavailability as a result of system failures or circumstances outside or beyond the reasonable control of Personalized Software. Personalized Software will use reasonable efforts to maintain the SaaS Services in a manner which minimizes errors and service interruptions. You will promptly inform Personalized Software of any issue regarding the SaaS Services and/or the API of which you become aware.

## **11. Warranty Disclaimer**

THE SOFTWARE, THE SAAS SERVICES AND THE API ARE PROVIDED "AS IS" AND "AS AVAILABLE," WITHOUT WARRANTY OF ANY KIND. PERSONALIZED SOFTWARE MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, IN CONNECTION WITH THIS AGREEMENT, THE SOFTWARE, THE SAAS SERVICES OR THE API. WITHOUT LIMITING THE FOREGOING, PERSONALIZED SOFTWARE EXPRESSLY DISCLAIMS ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, AND ALL WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OF TRADE. We make no warranty that the Software, the SaaS Services or the API will meet your requirements or that the SaaS Services will be available on an uninterrupted, secure, or error-free basis. Personalized Software will have no liability arising out of or in connection with any errors or omissions in any Center Content provided to Personalized Software by you in connection with the SaaS Services; or any actions taken by Personalized Software at your direction; or your or any Authorized User's use of any third-party products, services, software or websites, however accessed. NEITHER PERSONALIZED SOFTWARE NOR ITS LICENSORS ARE RESPONSIBLE FOR YOUR OR YOUR AUTHORIZED USERS' OR PARENTS' CONDUCT OR YOUR PROVISION OF CHILDCARE SERVICES. WITHOUT LIMITING THE FOREGOING, PERSONALIZED SOFTWARE DISCLAIMS ALL LIABILITY FOR ANY CLAIM, PERSONAL INJURY OR PROPERTY DAMAGE ARISING IN CONNECTION WITH YOUR PROVISION OF ANY CHILDCARE SERVICES.

**12. Limitation of Liability.** IN NO EVENT WILL PERSONALIZED SOFTWARE OR ITS LICENSORS BE LIABLE FOR ANY INCIDENTAL, SPECIAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES, INCLUDING LOSS OF DATA, REVENUE, PROFITS, USE, GOODWILL OR OTHER ECONOMIC ADVANTAGE, SERVICE INTERRUPTION, COMPUTER DAMAGE OR SYSTEM FAILURE OR THE COST OF SUBSTITUTE SERVICES, ARISING OUT OF OR IN CONNECTION WITH THIS

AGREEMENT OR FROM THE USE OF OR INABILITY TO USE THE SOFTWARE, THE SAAS SERVICES OR THE API, REGARDLESS OF CAUSE, AND WHETHER OR NOT PREVIOUSLY ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING WILL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW. IN NO EVENT WILL PERSONALIZED SOFTWARE'S TOTAL LIABILITY EXCEED THE TOTAL FEES PAID OR PAYABLE BY YOU FOR THE SOFTWARE AND FOR YOUR USE OF THE SAAS SERVICES IN THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO SUCH CLAIM.

### 13. Indemnification

13.1 Indemnification by Personalized Software. Subject to Section 13.3, Personalized Software will defend any suit or action brought against you to the extent that it is based upon a third party claim that the Software, the SaaS Services and/or the API, as provided by Personalized Software to you pursuant to this Agreement, infringe any third party intellectual property rights, and will pay any costs, damages and reasonable attorneys' fees attributable to such claim that are awarded in final judgment against or paid in settlement by you. Notwithstanding the foregoing, Personalized Software will have no liability for any infringement or misappropriation claim of any kind to the extent that it results from: (a) the combination, operation or use of the Software, the SaaS Services and/or the API with equipment, devices, software or data (including without limitation Center Content or Parent Data) not supplied by Personalized Software, if a claim would not have occurred but for such combination, operation or use; or (b) your or an Authorized User's use of the Software, the SaaS Services and/or the API other than in accordance with this Agreement. If your use of the Software, the SaaS Services and/or the API is, or in Personalized Software's opinion is likely to be, enjoined due to the type of claim specified this Section 13.1, then Personalized Software may at its sole option and expense: (i) replace or modify the Software, the SaaS Services and/or the API to make them non-infringing and of equivalent functionality; (ii) procure for you the right to continue using the Software, the SaaS Services and/or the API under the terms of this Agreement; or (iii) if Personalized Software is unable to accomplish either (i) or (ii) despite using its reasonable efforts, terminate your rights and Personalized Software's obligations under this Agreement with respect to such Software, SaaS Services or API and refund any SaaS Services Fees that have been prepaid in respect of SaaS Services not yet rendered. THE FOREGOING STATES THE ENTIRE OBLIGATION OF PERSONALIZED SOFTWARE AND ITS LICENSORS WITH RESPECT TO ANY ALLEGED OR ACTUAL INFRINGEMENT OR MISAPPROPRIATION OF INTELLECTUAL PROPERTY RIGHTS BY THE SOFTWARE, THE SAAS SERVICES AND/OR THE API.

13.2 Indemnification by You. You will defend Personalized Software, its officers, directors and employees (collectively, "**Personalized Software Indemnitees**"), from and against any action or suit brought against a Personalized Software Indemnitee by a third party in connection with your or an Authorized User's use of the Software, the SaaS Services and/or the API (other than any claim for which Personalized Software is responsible under Section 13.1) including but not limited to a claim that the Center Content or Parent Data or your use of the Software, the SaaS Services and/or the API infringes or misappropriates any third party intellectual property rights, rights of publicity or rights of privacy, and will pay any costs, damages and reasonable attorneys' fees attributable to such claim that are awarded in final judgment against or paid in settlement by Personalized Software.

13.3 Conditions of Indemnification. As a condition to the parties' respective obligations under this Section 13, the party seeking indemnification (the "**Indemnitee**") will: (a) promptly notify the other party (the "**Indemnitor**") of the claim for which it is seeking indemnification; (b) grant the Indemnitor sole control of the defense and settlement of the claim; and (c) provide the Indemnitor, at the Indemnitor's expense, with all assistance, information and authority reasonably required for the defense and settlement of the claim. The Indemnitor will not settle any claim that involves a remedy other than payment without the Indemnitee's prior written consent, which may not be unreasonably withheld or delayed. The Indemnitee has the right to retain counsel, at its expense, to participate in the defense or settlement of any claim. The Indemnitor will not be

liable for any settlement or compromise that the Indemnitee enters into without the Indemnitor's prior written consent.

**14. General.** This Agreement is governed by the laws of the State of California, without regard to its conflicts of laws provisions. The exclusive jurisdiction and venue of any legal action arising under this Agreement will be the state and federal courts located in the Northern District of California and each of the parties waives any objection to jurisdiction and venue in such courts. You may not assign or transfer this Agreement, by operation of law or otherwise, without Personalized Software's prior written consent, and any attempt by you to do so, without such consent, will be void. Personalized Software may freely assign this Agreement without restriction. Neither party will be responsible for any failure or delay in its performance under this Agreement (except for the payment of money) due to causes beyond its reasonable control, including denial-of-service attacks, labor disputes, strikes, lockouts, shortages of or inability to obtain labor, energy, raw materials or supplies, war, acts of terror, riot, acts of God or governmental action. Except as expressly set forth in this Agreement, the exercise by either party of any of its remedies under this Agreement will be without prejudice to its other remedies under this Agreement or otherwise. All notices required or permitted under this Agreement will be in writing and delivered by courier or overnight delivery service, or by certified mail, or by email, and in each instance will be deemed given upon receipt. The failure by either party to enforce any provision of this Agreement will not constitute a waiver of future enforcement of that or any other provision. The parties are independent contractors, and no branch or agency, partnership, association, joint venture, employee-employer, or franchiser-franchisee relationship is intended or created by this Agreement. This Agreement is intended for the sole and exclusive benefit of the parties and is not intended to benefit any third party. If any provision of this Agreement is held unenforceable or invalid, that provision will be enforced to the maximum extent possible, and the other provisions will remain in full force and effect. This Agreement is the complete and exclusive understanding and agreement between the parties regarding its subject matter, and supersedes all proposals, understandings or communications between the parties, oral or written, regarding its subject matter, unless you and Personalized Software have executed a separate written agreement.

**15. Contact.** All questions and requests for customer service or technical support should be directed to Personalized Software at [support@childcaremanager.com](mailto:support@childcaremanager.com)