

# Debtmaster<sup>®</sup> Software License Agreement

YOU MAY NOT USE THE DEBTMASTER SOFTWARE UNLESS YOU (“LICENSEE”) AGREE TO ALL OF THE TERMS OF THIS SOFTWARE LICENSE AGREEMENT, INCLUDING ALL ADDENDA, EXHIBITS AND ATTACHMENTS REFERENCED HEREIN OR ATTACHED HERETO (COLLECTIVELY, THIS “AGREEMENT”), AND SIGN AND RETURN THIS AGREEMENT TO COMTRONIC SYSTEMS LLC (“COMTRONIC”). **CAREFULLY READ ALL OF THIS AGREEMENT BEFORE SIGNING AND RETURNING IT TO COMTRONIC. BY SIGNING THIS AGREEMENT, YOU ACCEPT AND AGREE TO BE BOUND BY ALL OF THE FOLLOWING TERMS AND CONDITIONS AND TO RELEASE COMTRONIC, FROM ANY AND ALL LIABILITY RELATING TO YOUR USE OF THE SOFTWARE, EXCEPT AS PROVIDED IN THE WARRANTY BELOW.**

## 1. LICENSE

Subject to LICENSEE’s acceptance of and strict compliance with the terms and conditions of this Agreement, COMTRONIC hereby grants LICENSEE a personal, nontransferable, nonexclusive license (“License”) to use (a) an object code copy of the Debtmaster software developed by COMTRONIC (the “Comtronic Software”) and (b) an object code copy of certain third-party software embedded by COMTRONIC in the Debtmaster Software (the “Non-Comtronic Software”), for LICENSEE’s own internal business purpose at the installation site (“Installation Site”) identified at the bottom of this Agreement. The Comtronic Software and the Non-Comtronic Software are collectively referred to herein as the “Software”. The License granted herein shall be effective only upon LICENSEE’s delivery of: (a) the License Fee set forth in the invoice (the “Comtronic Invoice”) accompanying this Agreement and Software; and (b) the executed original of this Agreement, to COMTRONIC.

This Agreement does not convey any ownership of the Software or of any copy of the Software to LICENSEE, but only the right to use the Software in strict accordance with this Agreement. LICENSEE acknowledges and agrees that this Agreement in no way shall be construed to provide LICENSEE with an express or implied license to sublicense or otherwise transfer any rights in the Software to any person. LICENSEE further acknowledges and agrees that COMTRONIC and the owners of the Non-Comtronic Software retain all right, title and ownership in the Software and any modifications, enhancements, updates or derivatives of the Software. No other rights in or to the Software are granted by this Agreement.

LICENSEE acknowledges and agrees that, although COMTRONIC has the right to embed the Non-Comtronic Software in the Software and deliver the Software to LICENSEE, LICENSEE’s use of the Non-Comtronic Software is subject to the supplemental terms and conditions set forth in certain click-through license agreements (“Third-Party Agreements”), which LICENSEE will be required to accept and agree to when accessing the Software. The Third-Party Agreements may include, without limitation, warranty disclaimers, limitations of liability, and restrictions on transfer of the Non-Comtronic Software. LICENSEE acknowledges and agrees that the terms and conditions appearing in the Third-Party Agreements are supplemental, and in addition to, the terms and conditions of this Agreement, and that LICENSEE’s use of the Non-Comtronic Software is subject to the terms and conditions of both this Agreement and the Third-Party Agreements. In the event of a conflict between the provisions of this Agreement and the Third-Party Agreements, the provisions of this Agreement shall prevail with regard to the Comtronic Software and the provisions of the Third-Party Agreements shall prevail with regard to the Non-Comtronic Software. In no event shall COMTRONIC have any liability whatsoever for, or responsibility to LICENSEE or any third party with respect to, the terms and conditions of the Third-Party Agreements, or the performance, breach, enforcement, or interpretation of any such Third-Party Agreements.

## 2. LICENSE FEE

LICENSEE shall pay COMTRONIC the initial license fee (“Initial License Fee”) set forth in the Comtronic Invoice and a monthly software maintenance, technical support and ongoing license fee (the “Ongoing License and Maintenance Fee”) as described in Addendum A to this Agreement, for the right to use the Software on a single server (the “Server”) and number of user workstation(s) (“User Workstations”) designated in Addendum A. LICENSEE may increase the number of User Workstations licensed to use the Software, or license additional installation sites by paying COMTRONIC additional license fees.

## 3. SUPPORT, MAINTENANCE AND CLIENT SERVICES

COMTRONIC’s premium live and static technical support services are included with the Ongoing License and Maintenance Fee. Terms and conditions for technical support services are set forth on Addendum A, Addendum B (and (i) the Debtmaster Cloud Hosted Support Services Terms and Conditions and (ii) the Debtmaster Private Cloud Support Services Terms and Conditions, as applicable, posted on COMTRONIC’s website at [www.comtronic.com/license](http://www.comtronic.com/license)) and in COMTRONIC’s Maintenance Plus Terms and Conditions, which are posted on COMTRONIC’s website at [comtronic.com](http://comtronic.com), and are incorporated herein by this reference. LICENSEE agrees to receive all COMTRONIC fax and email communications for the purposes of awareness of upgrades, maintenance, services and new products relating to the Software.

## 4. EXCLUSIVE LIMITED WARRANTY

The Comtronic Software is warranted to perform substantially as described in the associated user manual (“User Manual”) for a period of ninety (90) days after delivery, subject to the limitations described below. No other warranties are given with respect to this Agreement, the Software licensed hereunder, its associated user manual, support services, training, custom modifications, data conversion, future releases, or maintenance revisions. COMTRONIC makes no warranties relating to the Non-Comtronic Software. Any third-party warranties relating to the Non-Comtronic Software will be set forth in the applicable Third-Party Agreements, if any.

The warranty provided in this Agreement does not cover any failure of the Software to perform due in whole or in part to accident, abuse or misapplication (including failure to operate the Software in a manner other than that established in the operating manuals provided to LICENSEE by COMTRONIC). This warranty shall be void if LICENSEE modifies the Software in any way, operates the Software in connection with computer products that are not compatible with the Software, or if LICENSEE is in breach of any provision of this Agreement (including failure to pay any fees due in connection with the use of the Software).

**5. DISCLAIMER OF OTHER WARRANTIES**

THE LIMITED WARRANTY CONTAINED IN SECTION 4 IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT AND FITNESS FOR PARTICULAR PURPOSE, AND ANY WARRANTIES WHICH MAY ARISE FROM COURSE OF PERFORMANCE, COURSE OF DEALING, OR USAGE OF TRADE. NO OTHER WARRANTIES ARE GRANTED. THE AGENTS AND EMPLOYEES OF COMTRONIC ARE NOT AUTHORIZED TO MODIFY THE WARRANTIES SET FORTH ABOVE OR TO MAKE ANY ADDITIONAL WARRANTIES. ADDITIONAL STATEMENTS OR REPRESENTATIONS BY SUCH PERSONS, WHETHER ORAL OR WRITTEN, DO NOT CONSTITUTE WARRANTIES BY COMTRONIC AND SHOULD NOT BE RELIED UPON AS A WARRANTY BY COMTRONIC. COMTRONIC DISCLAIMS ANY AND ALL ADDITIONAL AND/OR MODIFIED WARRANTIES, INCLUDING ANY REGARDING THE SOUNDNESS OF SUFFICIENCY OF ANY ADVICE OR SUGGESTIONS MADE TO LICENSEE BY COMTRONIC AGENTS OR EMPLOYEES.

**6. LIMITATION OF LIABILITY**

COMTRONIC’s entire liability and LICENSEE’s exclusive remedy under the above-described limited warranty are as follows:

During the ninety (90) day limited warranty period, COMTRONIC, at its option, will either repair at no charge or replace the Comtronic Software to make it operate as warranted. Refunds are governed by the COMTRONIC REFUND POLICY as stated on the COMTRONIC website [comtronic.com](http://comtronic.com).

THE WARRANTIES, OBLIGATIONS, AND LIABILITIES OF COMTRONIC AND THE RIGHTS, CLAIMS, AND REMEDIES OF LICENSEE SPECIFICALLY SET FORTH IN THIS AGREEMENT ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES. NO OTHER WARRANTIES, OBLIGATIONS OR LIABILITIES ARE GIVEN OR MAY BE IMPLIED BY LAW OR OTHERWISE, WITH RESPECT TO THE SOFTWARE, OR OTHER TANGIBLE OR INTANGIBLE ITEMS OR SERVICES PROVIDED UNDER THIS AGREEMENT. COMTRONIC SHALL NOT UNDER ANY CIRCUMSTANCES BE LIABLE TO LICENSEE OR ANY THIRD PARTY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES OF ANY NATURE WHATSOEVER (INCLUDING BUT NOT LIMITED TO LOSS OF USE, REVENUE, PROFIT, OR DATA, BUSINESS INTERRUPTION, AND THE LIKE), WHETHER BASED UPON A CLAIM OR ACTION OF CONTRACT WARRANTY, INDEMNITY OR CONTRIBUTION, OR OTHERWISE, ARISING OUT OF THIS AGREEMENT, THE SOFTWARE TO BE LICENSED THEREUNDER, AND/OR THE USE OR INABILITY TO USE THE SOFTWARE EVEN IF COMTRONIC HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND EVEN IF SUCH DAMAGES ARE CAUSED IN WHOLE OR IN PART BY THE SOFTWARE OR THE ACTS OR OMISSIONS OF COMTRONIC. IN NO EVENT SHALL THE LIABILITY OF COMTRONIC IN CONNECTION WITH THIS AGREEMENT OR THE SOFTWARE, REGARDLESS OF THE FORM OF CLAIM OR ACTION, EXCEED THE LICENSE FEES PAID BY LICENSEE TO COMTRONIC UNDER THIS AGREEMENT.

**7. COMPLIANCE WITH APPLICABLE LAWS**

(a) Unless LICENSEE has indicated otherwise by signing and attaching Addendum D to this Agreement, LICENSEE hereby warrants and represents to COMTRONIC that LICENSEE is not a “covered entity” or a “business associate” as those terms are defined by the Health Insurance Portability and Accountability Act (“HIPAA”) and the regulations implementing HIPAA, or is not an agent, contractor, or subcontractor of a covered entity or business associate. LICENSEE agrees to notify COMTRONIC if LICENSEE becomes subject in any manner to HIPAA, as a covered entity, business associate, or otherwise, while this Agreement is in effect and to execute Addendum D when LICENSEE becomes subject to HIPAA.

(b) LICENSEE is solely responsible for compliance with all applicable federal, state and local laws and regulations governing its use and disclosure of credit report data and other personal information, including but not limited to the Fair Credit Reporting Act, the Telephone Consumer Protection Act, the Fair Debt Collection Practices Act, the Gramm Leach Bliley Act, and the Health Insurance Portability and Accountability Act. LICENSEE acknowledges that it may be possible to use the Software in an unlawful manner, and COMTRONIC specifically disclaims any and all warranties, expressed or implied, regarding the Software’s ability to ensure compliance with the laws of any jurisdiction. LICENSEE assumes the entire risk as to the results, performance, and legality of LICENSEE’s use of the Software. LICENSEE acknowledges that COMTRONIC has provided encryption and that there are significant risks involved if LICENSEE does not use the Software in “Encrypted Database Mode” or otherwise encrypt LICENSEE’s data. LICENSEE agrees to assume and assumes all risks relating to unencrypted data. LICENSEE agrees that all printed reports and/or electronic media containing HIPAA protected health information that are provided to COMTRONIC for support purposes shall be clearly marked as containing such HIPAA protected health information.

**8. DATA BACKUP AND VIRUS PROTECTION**

It is LICENSEE’s sole responsibility to maintain current archival copies of LICENSEE’s use of the Software and maintain anti-virus and anti-malware software on premise-based workstations and servers, and cloud servers. LICENSEE expressly releases COMTRONIC from all liability for data loss or corruption, whether or not such loss or corruption is due to the Software, a virus, malware, or the error or omission

of COMTRONIC, its agents or employees. COMTRONIC strongly recommends LICENSEE use an on-line backup service and storing backups off-site to further protect your business from data loss.

## 9. COMPATIBILITY

COMTRONIC has made a reasonable effort to ensure that the Comtronic Software will perform correctly when used in conjunction with computers, printers, storage devices and controllers, networks, system software or other products sold by third parties which COMTRONIC claims are compatible with the Comtronic Software.

NOTWITHSTANDING THE FOREGOING, COMTRONIC DOES NOT WARRANT NON-COMTRONIC SOFTWARE AND DOES NOT WARRANT, AND HEREBY DISCLAIMS ANY AND ALL WARRANTIES (WHETHER EXPRESS OR IMPLIED), THAT THE COMTRONIC SOFTWARE IS COMPATIBLE WITH ANY NON-COMTRONIC SOFTWARE OR ANY OTHER SOFTWARE. LICENSEE WILL RECEIVE WARRANTIES, IF ANY, FOR NON-COMTRONIC SOFTWARE FROM THE AUTHORS, MANUFACTURERS OR DISTRIBUTORS OF SUCH NON-COMTRONIC SOFTWARE, AND NO ADDITIONAL WARRANTIES IN OR TO THE NON-COMTRONIC SOFTWARE OR ANY OTHER SOFTWARE ARE GRANTED BY COMTRONIC. LICENSEE HEREBY WAIVES, AND EXPRESSLY RELEASES COMTRONIC FROM, ANY AND ALL CLAIMS AND LIABILITY FOR LOSS OR DAMAGES RELATING TO THE FAILURE OF THE COMTRONIC SOFTWARE TO PERFORM PROPERLY WHERE SUCH FAILURE RESULTS IN WHOLE OR IN PART FROM USE OF THE COMTRONIC SOFTWARE WITH NON-COMTRONIC SOFTWARE OR ANY OTHER SOFTWARE OR ANY MODIFICATIONS, UPGRADES, OR CHANGES TO ANY OF THE FOREGOING, WHICH RENDER THE NON-COMTRONIC SOFTWARE OR OTHER SOFTWARE INCOMPATIBLE WITH THE COMTRONIC SOFTWARE LICENSED HEREUNDER.

## 10. LIMITATION ON USE

(a) LICENSEE may only install the Software on a single Server and the number of User Workstations identified in the COMTRONIC Invoice located at the Installation Site and may only use the Software for its own internal use.

(b) The Software is the valuable trade secret property of COMTRONIC or the owners of the Non-Comtronic Software and is protected by U.S. copyright law, international treaty, and trade secret laws. UNAUTHORIZED COPYING, USE OR DISCLOSURE OF THE SOFTWARE IS AN INFRINGEMENT OF COMTRONIC'S OR THE OWNERS OF THE NON-COMTRONIC SOFTWARE COPYRIGHT AND TRADE SECRET RIGHTS.

(c) LICENSEE shall not copy, reproduce, modify, improve, remanufacture, create derivative works or disassemble any portion of the Software, or in any way duplicate all or any portions of the Software, including translating it into another software language, except as expressly permitted in this Agreement or otherwise in writing by COMTRONIC.

(d) LICENSEE shall not remove, modify or take any other action which would obscure the copyright or trademark notices contained in the Software or the User Manual.

## 11. SOFTWARE AUTHENTICATION AND SUSPENSION OF SERVICE

(a) COMTRONIC may verify that LICENSEE's use of the Software is in compliance with this Agreement through a software authentication process performed remotely, via an internet connection. LICENSEE agrees to allow COMTRONIC to perform such authentication, including allowing COMTRONIC to access the Server on which the Software is installed for purposes of completing authentication.

(b) In the event that COMTRONIC is unable to authenticate the Software during any period of thirty (30) days or longer during the term of this Agreement, COMTRONIC may disable some or all of the features of the Software and/or LICENSEE's access to the Software.

(c) COMTRONIC's intentions to disable or limit features of or access to the Software shall be communicated to LICENSEE through a daily countdown notification at login, which shall begin fifteen (15) days prior to COMTRONIC taking action pursuant to Section 11(b).

(d) LICENSEE shall have the duty of ensuring COMTRONIC's ability to authenticate the Software by providing access to the Server on which the Software is installed through the Internet or other manner as required by COMTRONIC. In the event LICENSEE replaces or changes the Server on which the Software is initially installed, LICENSEE must notify COMTRONIC in writing of such replacement or exchange to avoid restrictions to the Software under Section 11(b). All fees and costs related to facilitating authentication under this Section 11 shall be at LICENSEE's sole expense.

(e) Notwithstanding anything in this Agreement to the contrary, COMTRONIC may, suspend or terminate LICENSEE's access to the Software if: (i) LICENSEE is using equipment that is defective or illegal; (ii) LICENSEE is causing any technical or other problems, including any interference with or harm to the operation of, the Software; (iii) LICENSEE is suspected of engaging in fraudulent or unauthorized use; (iv) COMTRONIC is unable, following commercially reasonable efforts, to authenticate LICENSEE's copy of the Software.

## 12. LICENSE TERMINATION

(a) LICENSEE may terminate the License granted under this Agreement at any time by returning to COMTRONIC all copies of Software in LICENSEE's possession.

(b) COMTRONIC may terminate the License granted under this Agreement in the event of any material breach by LICENSEE upon thirty (30) days written notice to LICENSEE of the breach, during which time LICENSEE may attempt to cure the breach. After thirty (30) days, if LICENSEE has failed to cure the breach, COMTRONIC may terminate the License without further notice.

(c) If LICENSEE has not returned a fully executed copy of this Agreement to COMTRONIC within fifteen (15) days of the date the Software was shipped to LICENSEE, COMTRONIC may terminate all of the rights to use the Software granted to LICENSEE under this Agreement by written notice to LICENSEE. Additionally, if LICENSEE has not paid COMTRONIC the Initial License Fee for the Software within thirty (30) days of the date the Software was licensed, or within terms agreed to by COMTRONIC in writing, COMTRONIC may terminate all rights granted.

(d) If LICENSEE fails to pay the Ongoing License and Maintenance Fee, the License terminates together with all rights to use the Software and related products, documentation and technical support services.

(e) In the event of termination of the License or this Agreement by COMTRONIC for any reason, LICENSEE shall immediately return all copies of the Software and associated User Manuals in its possession, and shall erase or render unusable and inaccessible any part of the Software still residing on LICENSEE's computer.

### **13. CONFIDENTIALITY**

COMTRONIC and LICENSEE shall each protect and keep confidential all confidential information received from the other party relating to the other party and its business operations and affairs. LICENSEE shall not disclose any portion of the Software to any person except employees of LICENSEE who are involved in using the Software in LICENSEE's internal operations. LICENSEE shall keep all Software in a secure place, under access and use restrictions satisfactory to COMTRONIC and no less strict than those applied to LICENSEE's most valuable business and proprietary information. LICENSEE shall instruct its employees, agents and contractors not to disclose the Software to anyone and shall take all other reasonable measures to prevent disclosures. LICENSEE agrees to notify COMTRONIC immediately if it learns that an unauthorized person has used, viewed, or copied any portion of the Software, or that an unauthorized person is or was in possession of any portion of the Software. LICENSEE will promptly furnish COMTRONIC full details regarding such activity, will assist in preventing the recurrence of such activity, and will cooperate with COMTRONIC in all efforts deemed necessary by COMTRONIC to protect COMTRONIC's rights in the Software. LICENSEE shall keep each and every item comprising the Software free and clear of all claims, liens, and encumbrances except those of LICENSEE, and any act of LICENSEE, voluntary or involuntary, purporting to create a claim, lien, or encumbrance on such an item shall be void.

### **14. TRANSFER**

LICENSEE may not assign, sublicense, sell or otherwise transfer the Software or its rights under this Agreement without the prior written consent of COMTRONIC, which consent may be withheld in COMTRONIC's sole discretion. Without limiting the foregoing, LICENSEE acknowledges and understands that COMTRONIC will only consent to a transfer of the Software if the transfer is to a person or entity that acquires all or substantially all of LICENSEE's assets or business. Notwithstanding the foregoing, in no event shall any such transfer be approved unless (a) LICENSEE provides COMTRONIC with written notice of the proposed transfer and the terms and conditions of the applicable transfer agreement and (b) the transferee agrees to (i) execute COMTRONIC's then-current form of Software license agreement; and (ii) pay in full to COMTRONIC, all outstanding software maintenance or other invoices that may be in arrears with respect to this Agreement ("Outstanding Fees"). In cases where COMTRONIC consents to a transfer of the Software, LICENSEE may not deliver the Software to the transferee unless and until COMTRONIC confirms to LICENSEE in writing that COMTRONIC has received: (i) a copy of the fully-executed transfer agreement; (ii) the new Software license agreement executed by the transferee; (iii) all Outstanding Fees; and (iv) a sworn and notarized statement from the original LICENSEE that he/she has destroyed or delivered to the transferee all copies of the Software and User Manual. Following any transfer of the Software, this Agreement shall automatically terminate and the original LICENSEE shall have no further rights whatsoever to possess, use, or deal in any way with the Software. Transfers of the Software to entities located outside the country in which the original Installation Site is located are not permitted under any circumstances. COMTRONIC's consent to any assignment or transfer in any one or more instances shall not constitute a waiver of COMTRONIC's right to refuse to consent to subsequent assignments or transfers. Any attempt or offer by LICENSEE to assign, sublicense, sell or transfer its interest in the Software or this Agreement, except as provided under this Section 14, shall be void and shall immediately terminate the licenses granted hereunder.

### **15. COMPLETE AGREEMENT**

This Agreement, including Addendum A, B, C and optionally Addendum D, constitutes the entire agreement between the parties with respect to the subject matter hereof. Any prior agreements, understandings, or other representations are of no effect.

### **16. SUCCESSORS IN INTEREST**

The rights and obligations provided under this Agreement shall inure to the benefit of each party and to their respective successors and assignees.

### **17. GOVERNING LAW AND JURISDICTION**

(a) This Agreement shall be construed and interpreted according to the domestic laws of the State of Washington, U.S.A., excluding its conflicts-of-law rules.

(b) Except for claims subject to arbitration, as provided in Section 19, in any suit or action arising from or in any way related to this Agreement, including any action for injunctive relief, for infringement of COMTRONIC's intellectual property rights, or for relief from or challenge to an arbitrator's award, LICENSEE hereby consents to the exclusive jurisdiction and venue of the Washington State courts sitting in King County, Washington, and to the U.S. District Court for the Western District of Washington, at Seattle, Washington. Any suit or action brought by either party arising from or in any way related to this Agreement in any other jurisdiction or venue will immediately terminate the License granted herein.

(c) In any suit or other action under this Agreement, the prevailing party shall be entitled to its reasonable attorney's fees, costs and other disbursements up to and including trial and appeal, if any.

**18. ENCRYPTION**

Included as a core feature in the Software and the License granted by this Agreement is encryption. LICENSEE agrees to use its best efforts to run the Software in "Encrypted Database Mode" at all times or to otherwise encrypt LICENSEE's data in a mode which is considered "secure" for purposes of 45 CFR Part 164, Subpart D. LICENSEE acknowledges and understands that (1) there are several federal and state notification and other laws which apply to data security, privacy, and confidentiality breaches involving unencrypted data ("Breach Notification Laws"), including, but not limited to, Washington Rev. Code Section 19.255.010, and Interim Final HIPAA/HITECH Rule, Breach Notification for Unsecured Protected Health Information, 45 CFR Part 164, Subpart D; and (2) breaches, unauthorized disclosures, loss of data, and other actions involving unencrypted data can result in, among other things, significant liability and expense for LICENSEE under the Breach Notification Laws, adverse publicity for LICENSEE, and significant damage to the reputation and goodwill of LICENSEE's business. COMTRONIC reserves the right to refuse to accept or work with data of Licensee that has not been encrypted. In the event that Licensee for any reason provides unencrypted data to COMTRONIC, LICENSEE (1) agrees to indemnify, and hold COMTRONIC, its officers, directors, contractors, employees, agents, successors and assignees ("COMTRONIC Parties") harmless from and against any and all losses, fines, costs, expenses, liabilities, demands, claims, and attorneys' fees arising out of, relating to, or in any way connected to, the unencrypted data, including, but not limited to, any event triggering the Breach Notification Laws and including where such losses, fines, costs, expenses, liabilities, demands, claims, and attorneys' fees are a result of or relate to the actions or inactions of the COMTRONIC Parties, including sole or partial negligence, intentional acts, or misconduct of COMTRONIC and/or any COMTRONIC Parties; and (2) agrees, in the event of an event triggering the Breach Notification Laws, that LICENSEE will undertake, at LICENSEE's sole cost and expense, any and all notification and other requirements under the Breach Notification Laws, including when the actions of COMTRONIC or any of the COMTRONIC Parties trigger such requirements. This provision shall survive the termination of this Agreement and shall be binding upon each party's successors, assigns, heirs and personal representatives.

**19. BINDING ARBITRATION**

Any claim regarding the performance of the Software or the license fees due in connection with the Software shall be resolved through binding arbitration before a single arbitrator in King County, Washington in accordance with the then existing Commercial Arbitration Rules of the American Arbitration Association. Additional matters may be submitted to arbitration by agreement of the parties. In any arbitration under this Agreement, discovery shall be allowed only as agreed by the parties or as ordered by the arbitrator. The arbitrator may award damages not inconsistent with this Agreement, including reasonable costs and attorney's fees, but in no event may the arbitrator award punitive damages. Judgment upon any award by the arbitrator may be entered and enforced in any court of competent jurisdiction. Nothing in this section shall be interpreted or construed as limiting COMTRONIC's right to terminate the License granted herein in accordance with Section 12 of this Agreement.

**ATTESTATION BY LICENSEE:**

**"I have read the entire Agreement, I have had sufficient time to study it and understand it, or to obtain legal counsel if I so desire, and I agree to be bound by all of the foregoing terms and conditions."**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name and Title

\_\_\_\_\_  
Date Signed

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
**Installation Site:** Address, City, State & Zip

\_\_\_\_\_  
Telephone (with Area Code)

Customer Number (for Comtronic office use only)

This Software License Agreement is not valid until signed by Licensee, and received and approved by Comtronic Systems LLC, 110 E. 2<sup>nd</sup> Street, Cle Elum, WA 98922. Telephone: 509-573-4300 FAX: 509-674-2383

**Addendum A**  
**Debtmaster® Software License Agreement**  
**Monthly Ongoing License & Maintenance Fees**

There is a continuing monthly software maintenance, technical support and ongoing license fee (“Ongoing License and Maintenance Fee”), in addition to the Initial License Fee that entitles the LICENSEE to receive, under the same terms set forth in the Software License Agreement, any version upgrades or updates to the Software at no additional charge. This Ongoing License and Maintenance Fee also entitles the LICENSEE to the continued use of the Software according to the terms of the Software License Agreement, as well as technical support services provided via Comtronic Systems’ technical support help desk technicians.

The Ongoing License and Maintenance Fee is based on the User Workstation Count, software edition, telephony/dialer used, and optional interface modules that LICENSEE has licensed.

When LICENSEE is not using any Interactive/Integrated Telephony or Dialer system, it receives a monthly discount of \$\_\_\_\_\_.  
*(CallThru® licensees automatically receive this discount)*

LICENSEE certifies that it currently qualifies for the above monthly discount if box is checked and discount is shown:  **Certified?**

**Your Licensed User Workstation Count is:**

**Your Monthly Ongoing License and Maintenance Fee:**

\$ \_\_\_\_\_  
(Sales tax not included)

If the LICENSEE does not pay the monthly Ongoing License and Maintenance Fees as described above, the License to the Software is terminated in accordance with section 12(d) and 12(e) in this License Agreement.

The Monthly Ongoing License and Maintenance Fees may be increased by COMTRONIC at any time provided written notice to LICENSEE is given thirty (30) days in advance of any increase.

The monthly Ongoing License and Maintenance Fee will be adjusted any time the User WorkStation Count is adjusted, additional interfaces or modules are added, and the adjusted Ongoing License and Maintenance Fee will be immediately based on the new Licensed configuration at the then current Ongoing License and Maintenance Fee. No reductions in the User Workstation Count will be taken by COMTRONIC for any reason.

Third party database license upgrade fees (i.e. Sybase) are not included in this maintenance agreement and may be required to run newer versions of the Software. Special notice will be given should such fees be applicable.

Support services and upgrades will not be provided to LICENSEES who have not paid Ongoing License and Maintenance Fees. Monthly Ongoing License and Maintenance Fees must be paid monthly by LICENSEE’S choice of a recurring automated clearing house (ACH) debit from LICENSEE’s authorized checking account or by a monthly charge to LICENSEE’s VISA, MasterCard, or American Express account. Monthly Ongoing License and Maintenance Fees are fully earned in the month they are invoiced (i.e. Invoice/Receipt Date).

This Addendum is incorporated into the Software License Agreement by reference and all other terms of the Software License Agreement apply.

# **Addendum B**

## **Debtmaster® Software License Agreement**

### **Cloud-Based Fees and Support Services Terms and Conditions**

*Check one: the Software will be deployed and accessed via  Azure Cloud,  Private Cloud, or  LAN Only – (no remote access)*

#### **1. AZURE CLOUD OPTION**

The Azure Cloud network by Microsoft is a third-party service that provides LICENSEE with access to a virtual server. By selecting this option, the Software will be hosted on the Azure Cloud and LICENSEE will access and use the Software via the Internet using a remote desktop application. If LICENSEE selects the Azure Cloud Option, LICENSEE's License to use the Software will be limited to (1) the number of User Workstations specified in the Comtronic Invoice; and (2) remote desktop access to the Software via the Azure Cloud. Under the Azure Cloud Option, COMTRONIC will provide LICENSEE with additional services, such as providing limited IT support, as further detailed in the Debtmaster Cloud Hosted Support Services Terms and Conditions, as modified from time to time by Comtronic (the "Cloud Support Policy (Azure Cloud)"), available on [www.comtronic.com/license](http://www.comtronic.com/license) (the "Ongoing Hosted Support Services (Azure Cloud)"). LICENSEE shall be responsible to pay the fees associated with such Ongoing Hosted Support Services (Azure Cloud) in the amount specified in Addendum A or as invoiced to LICENSEE. If you select the Azure Cloud option, the terms and conditions of the Cloud Support Policy (Azure Cloud) are hereby incorporated by this reference to this Agreement and you agree to be bound by the terms and conditions of the Cloud Support Policy (Azure Cloud).

The Azure Cloud requires LICENSEE to purchase separate client access licenses ("CALs") from Microsoft or a Microsoft vendor. The CALs are not included in the License provided under this Agreement. LICENSEE is solely responsible for any fees associated with the CALs and any other fees associated with LICENSEE's use of the Azure Cloud (collectively, the "Azure Cloud Fees"). The Azure Cloud is not owned or controlled by COMTRONIC and COMTRONIC makes no representations or warranties with respect thereto. LICENSEE acknowledges and agrees that the Azure Cloud is provided by Microsoft pursuant to an agreement solely between LICENSEE and Microsoft (the "Azure Cloud Agreement") and that COMTRONIC is not responsible for the performance, security, virus/malware protection, availability, or any other aspect of the Azure Cloud. LICENSEE's sole remedy and recourse with respect to any aspect of the Azure Cloud shall be with Microsoft pursuant to the terms of the Azure Cloud Agreement.

#### **2. PRIVATE CLOUD OPTION**

If LICENSEE selects the Private Cloud Option, LICENSEE will be responsible to (1) select a cloud service provider (approved by COMTRONIC) that will provide LICENSEE with access to a virtual server (the "Cloud Provider"); (2) install the Software on the virtual server; and (3) implement such safeguards as are necessary to make the Software secure and such technology as is necessary to make the Software available across LICENSEE's corporate landscape. COMTRONIC will provide assistance and support with maintaining compatibilities with the Cloud Provider, which will allow the Software to function in a cloud environment, and such other services as detailed in the Debtmaster Private Cloud Support Services Terms and Conditions, as modified from time to time by Comtronic (the "Cloud Support Policy (Private Cloud)"), available on [www.comtronic.com/license](http://www.comtronic.com/license) (the "Ongoing Hosted Support Services (Private Cloud)"). LICENSEE shall be responsible to pay the fees associated with such Ongoing Hosted Support Services (Private Cloud) in the amount specified in Addendum A or as invoiced to LICENSEE. If you select the Private Cloud option, the terms and conditions of the Cloud Support Policy (Private Cloud) are hereby incorporated by this reference to this Agreement and you agree to be bound by the terms and conditions of the Cloud Support Policy (Private Cloud).

The Private Cloud will likely require LICENSEE to purchase separate licenses from the Cloud Provider. These licenses are not included in the License provided under this Agreement. LICENSEE is solely responsible for any fees associated with its access and use of the Private Cloud and any other fees associated with LICENSEE's use of the Private Cloud (collectively, the "Private Cloud Fees"). The Cloud Provider and its services are not owned or controlled by COMTRONIC and COMTRONIC makes no representations or warranties with respect to the Cloud Provider or its services, even if COMTRONIC recommended the Cloud Provider to LICENSEE. LICENSEE acknowledges and agrees that the Cloud Provider's services are provided by the Cloud Provider pursuant to an agreement solely between LICENSEE and the Cloud Provider (the "Cloud Provider Agreement") and that COMTRONIC is not responsible for the performance, security, virus/malware protection, availability, or any other aspect of those services. LICENSEE's sole remedy and recourse with respect to any aspect of the Cloud Provider's services shall be with the Cloud Provider pursuant to the terms of the Cloud Provider Agreement.

**WARNING** – Locating any data in the cloud creates a risk of hacker access and theft of data. LICENSEE must remain aware of best practices associated with cloud storage. COMTRONIC is not liable for any data loss, damages or liability due to LICENSEE's selection of the Azure Cloud Option or Private Cloud Option, whether or not COMTRONIC assisted LICENSEE with setting up and maintaining the virtual server or Software. LICENSEE is responsible for any and all security, monitoring, risk management and insurance associated with the Azure Cloud Option or Private Cloud Option.

#### **3. LOCAL AREA NETWORK (LAN) OPTION**

If LICENSEE selects the LAN Option, no remote access will be available, and no additional terms are applicable.

This Addendum is incorporated into the Software License Agreement by reference and all other terms of the Software License Agreement apply.

**Addendum C**  
**Debtmaster® Software License Agreement**  
**Recurring Payment Selection**

**Total Monthly Fees:**

\$ \_\_\_\_\_

(Sales tax not included)

(DOES NOT INCLUDE AZURE CLOUD FEES – IF APPLICABLE)

COMTRONIC will grant a 2.5% discount if LICENSEE chooses to make recurring ACH payments from a USA checking account. By selecting the recurring ACH payments option and initialing and signing the appropriate box below, LICENSEE (i) authorizes COMTRONIC (or its agent) to initiate recurring ACH debit or credit entries through the ACH system to LICENSEE's authorized checking account, (ii) authorizes the financial institution that holds its authorized checking account to deduct such payments in accordance with this Agreement, and (iii) accepts and agrees to the Recurring ACH Payment Terms and Conditions set forth in Schedule I to this Addendum C.

Selection of Payment Option:

<p>_____ Recurring ACH Payments* (USA customers only). <b>2.5% discount applies.</b></p> <p>Account Holder Name: _____</p> <p>Bank Name: _____</p> <p>Bank Transit Number: _____</p> <p>Account Number: _____</p>
---

<p>_____ VISA* _____ MasterCard* _____ American Express*</p> <p>Name exactly as it appears on the Card: _____</p> <p>Billing Address for the Card: _____</p> <p>Card Number: _____</p> <p>Expiration Date: _____ CCV _____</p> <p><i>Card Holder agrees not to chargeback any monthly recurring transactions older than 45 days.</i></p>
--

Authorized Signature: \_\_\_\_\_

Printed Name and Title: \_\_\_\_\_

Date: \_\_\_\_\_

Email receipts to: \_\_\_\_\_

This Addendum is incorporated into the Software License Agreement by reference and all other terms of the Software License Agreement apply.



## Schedule I to Addendum C

### Recurring ACH Payment Terms and Conditions

If you select the recurring automated clearing house (ACH) payments option, you accept and agree to these Terms and Conditions. Comtronic Systems LLC is referred to herein as “COMTRONIC,” “we,” or “us,” and LICENSEE is referred to as “LICENSEE” or “you.”

1. **Authorized Checking Account Payments.** The recurring ACH payment option allows you to pay the Ongoing License and Maintenance Fee, or other applicable fees under your agreement with COMTRONIC, by using any valid ACH enabled checking account at a United States-based financial institution. By using this payment option, you authorize COMTRONIC (or its agent) to debit your authorized checking account for the total amount of fees due in accordance with your agreement with COMTRONIC. Your payment must be payable in U.S. dollars.

COMTRONIC, in its sole discretion, may refuse this payment option service to anyone or any user without notice for any reason at any time. All questions relating to any payments made using your authorized checking account by us should be initially directed to us, but may also require involvement of your bank.

2. **ACH Authorization.** By selecting recurring ACH payments as your payment option and providing your authorized checking account details and number(s) to COMTRONIC, you agree that: (a) you have read, understand and agree to these Terms and Conditions, and that this agreement constitutes a “writing signed by you” under any applicable law or regulation, (b) you will follow and be bound by NACHA operating rules and regulations applicable to ACH transactions, (c) you consent to the electronic delivery of the disclosures contained in these Terms and Conditions, (d) you authorize COMTRONIC (or its agent) to make any inquiries we consider necessary to validate any dispute involving your payment, which may include ordering a credit report and performing other credit checks or verifying the information you provide against third party databases, (e) you authorize COMTRONIC (or its agent) to initiate one or more ACH credit or debit entries (withdrawals), and you authorize the financial institution that holds your authorized checking account to deduct such payments, in accordance with the terms of your agreement with COMTRONIC and then-current payment plan, (f) if your payment is returned unpaid, you authorize us to make a one-time electronic fund transfer from your authorized checking account to collect a fee of \$45, and (g) you will timely update your authorized checking account information by contacting COMTRONIC in the event of any changes regarding such information, and upon failure to update such information, you may be subject to applicable late fees and charges and any fees or charges assessed by your financial institution.

LICENSEE may only revoke this authorization to initiate ACH credit and debit entries by giving COMTRONIC at least thirty (30) days prior written notice of such revocation by email at [sales@comtronic.com](mailto:sales@comtronic.com), or mail to 110 E 2<sup>nd</sup> St, Cle Elum, WA 98922. This authorization will continue in full force and effect until COMTRONIC receives such notice of revocation.

3. **Payment Errors.** If you believe that any payment transaction initiated by COMTRONIC (or its agent) with respect to your authorized checking account is erroneous, or if you need more information about any such transaction, you should contact us as soon as possible at 509-573-4300 or email to [sales@comtronic.com](mailto:sales@comtronic.com). Notify us at once if you believe the password associated with your account has been lost or stolen, or if someone has attempted (or may attempt) to make a transfer from your authorized checking account without your permission. We reserve the right to cancel the ability to pay by authorized checking account for any reason at any time.
4. **Acceptance of Changes to these Terms and Conditions.** These Terms and Conditions may be amended from time to time in COMTRONIC’s discretion and without notice to you. If any change is found to be invalid, void, or for any reason unenforceable, that change is severable and does not affect the validity and enforceability of any other changes or the remainder of these Terms and Conditions. YOUR CONTINUED USE OF RECURRING ACH PAYMENTS AS YOUR PAYMENT OPTION AFTER COMTRONIC CHANGES THESE TERMS AND CONDITIONS CONSTITUTES YOUR ACCEPTANCE OF SUCH CHANGES.

\*COMTRONIC will charge the LICENSEE’s account indicated above, beginning thirty (30) days following the contract date, for the appropriate monthly Ongoing License and Maintenance Fees based on licensed user workstation count, until cancelled by LICENSEE by written notice to COMTRONIC and return of the Software. A \$45 additional service fee will be assessed for each NSF/Stop payment ACH, Closed Account, reversed transaction or declined card event; service fee will increase to \$100 if two or more events have occurred within 6 months. All delinquent maintenance fees shall be assessed interest at the rate of 1.5% each month until paid.

**Addendum D**  
**Debtmaster® Software License Agreement**  
**HIPAA COMPLIANCE**

Check one: LICENSEE  IS, or  IS NOT, a “covered entity” subject to HIPAA.  
Check one: LICENSEE  IS, or  IS NOT, a “business associate” subject to HIPAA.

*(only execute and return this addendum if you checked one of the “IS” boxes.)*

**If LICENSEE is a covered entity, the following shall apply:**

In the event LICENSEE is a *covered entity* and LICENSEE provides *protected health information* to COMTRONIC, then COMTRONIC is a *business associate* of LICENSEE and the parties agree to replace Section 7(a)-(b) of the Agreement with the following Sections 7(a)-(b):

**7. COMPLIANCE WITH HIPAA AND OTHER APPLICABLE LAWS**

(a) LICENSEE is solely responsible for compliance with all applicable federal, state and local laws and regulations governing its use and disclosure of credit report data and other personal information, including but not limited to the Fair Credit Reporting Act, the Telephone Consumer Protection Act, the Fair Debt Collection Practices Act, and the Gramm Leach Bliley Act, except that the parties’ respective obligations under the Health Insurance Portability and Accountability Act will be governed by Section 7(b). LICENSEE acknowledges that it may be possible to use the Software in an unlawful manner, and COMTRONIC specifically disclaims any and all warranties, expressed or implied, regarding the Software’s ability to ensure compliance with the laws of any jurisdiction. LICENSEE acknowledges that COMTRONIC has provided encryption and that there are significant risks involved if LICENSEE does not use the Software in “Encrypted Database Mode” or otherwise encrypt LICENSEE’s data in a mode which is considered “secure” for purposes of 45 CFR Part 164, Subpart D. LICENSEE agrees to assume and assumes all risks relating to unencrypted data. LICENSEE assumes the entire risk as to the results, performance, and legality of LICENSEE’s use of the Software.

(b) All italicized words shall have the meaning given them by the Health Insurance Portability and Accountability Act and the regulations implementing such Act (“HIPAA”). In the event LICENSEE is a *covered entity* and LICENSEE provides *protected health information* to COMTRONIC, COMTRONIC is a *business associate* under HIPAA and the parties will comply with the applicable privacy and security standards set forth in 45 C.F.R. §164.504(e)(2) and § 164.314(a)(2), including those set forth below. Additionally, LICENSEE agrees that all printed reports and/or media containing HIPAA protected health information that are provided to COMTRONIC for support purposes, shall be clearly marked as such. This Section 7(b) shall only apply to *protected health information* that is regulated by HIPAA. COMTRONIC may use and disclose the *protected health information* solely as necessary to perform its services under this Agreement, provided that COMTRONIC may not use or further disclose the information in a manner that would violate the requirements of HIPAA. In particular, COMTRONIC will (i) not use or further disclose *protected health information* other than as permitted or required by this Agreement or as required by law, (ii) use appropriate safeguards to prevent use or disclosure of the *protected health information* other than as provided for by this Agreement, (iii) report to LICENSEE any use or disclosure of *protected health information* not provided for by this Agreement of which it becomes aware, (iv) ensure that any agents, including a subcontractor, to whom it provides *protected health information* received from, or created or received by COMTRONIC on behalf of LICENSEE, agrees to the same restrictions and conditions that apply to COMTRONIC with respect to such *protected health information*, (v) make available *protected health information* in accordance with 45 C.F.R. §164.524, (vi) make available *protected health information* for amendment and incorporate any amendments to *protected health information* in accordance with 45 C.F.R. §164.526, (vii) make available *protected health information* required to provide an accounting of disclosures in accordance with 45 C.F.R. §164.528, (viii) make its internal practices, books, and records relating to the use and disclosure of *protected health information* received from LICENSEE, or created or received by COMTRONIC on behalf of LICENSEE, available to the United States Secretary of Health and Human Services for purposes of determining LICENSEE’s compliance with HIPAA; and, (ix) at termination of this Agreement, if feasible, return or destroy all *protected health information* received from, or created or received by COMTRONIC on behalf of LICENSEE that COMTRONIC still maintains in any form and retain no copies of such *protected health information*, or, if such return or destruction is not feasible, extend the protections of this Agreement to the *protected health information* and limit further uses and disclosures to those purposes that make the return or destruction of the *protected health information*. COMTRONIC also agrees to (1) implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of *electronic protected health information* that COMTRONIC creates, receives, maintains, or transmits on behalf of the LICENSEE; (2) ensure that any agent, including a subcontractor, to whom COMTRONIC provides *electronic protected health information* agrees to implement reasonable and appropriate safeguards to protect it; (3) report to LICENSEE any *security incident* of which COMTRONIC becomes aware.

**If LICENSEE is a business associate, the following shall apply:**

In the event LICENSEE is a *business associate* and LICENSEE provides *protected health information* to COMTRONIC, then the parties agree to replace Sections 7(a)-(b) of the Agreement with the following Section 7(a)-(b):

7. **COMPLIANCE WITH HIPAA AND OTHER APPLICABLE LAWS**

(a) LICENSEE is solely responsible for compliance with all applicable federal, state and local laws and regulations governing its use and disclosure of credit report data and other personal information, including but not limited to the Fair Credit Reporting Act, the Telephone Consumer Protection Act, the Fair Debt Collection Practices Act, and the Gramm Leach Bliley Act, except that the parties' respective obligations under the Health Insurance Portability and Accountability Act will be governed by Section 7(b). LICENSEE acknowledges that it may be possible to use the Software in an unlawful manner, and COMTRONIC specifically disclaims any and all warranties, expressed or implied, regarding the Software's ability to ensure compliance with the laws of any jurisdiction. LICENSEE acknowledges that COMTRONIC has provided encryption and that there are significant risks involved if LICENSEE does not use the Software in "Encrypted Database Mode" or does not otherwise encrypt LICENSEE's data in a mode which is considered "secure" for purposes of 45 CFR Part 164, Subpart D. LICENSEE agrees to assume and assumes all risks relating to unencrypted data. LICENSEE assumes the entire risk as to the results, performance, and legality of LICENSEE's use of the Software.

(b) All italicized words shall have the meaning given them by the Health Insurance Portability and Accountability Act and the regulations implementing such Act ("HIPAA"). In the event LICENSEE is a *business associate* and LICENSEE provides *protected health information* to COMTRONIC, the parties will comply with the applicable privacy and security standards of as set forth in below. Additionally, LICENSEE agrees that all printed reports and/or media containing HIPAA *protected health information* that are provided to COMTRONIC for support purposes, shall be clearly marked as such. This Section 7(b) shall only apply to *protected health information* that is regulated by HIPAA. COMTRONIC may use and disclose *protected health information* of LICENSEE solely as necessary to perform COMTRONIC's services under this Agreement, provided that COMTRONIC may not use or further disclose the information in a manner that would violate the requirements of HIPAA. COMTRONIC agrees to the same restrictions and conditions that apply to LICENSEE, as a *business associate*, under 45 CFR Section 164.504(e). In addition, COMTRONIC agrees to implement reasonable and appropriate safeguards to protect *electronic protected health information* as required by 45 C.F.R. Section 164.314 (a)(2)(i)(b).

LICENSEE:

\_\_\_\_\_

Signature

\_\_\_\_\_

Print Name and Title

\_\_\_\_\_

Date Signed

\_\_\_\_\_

Company Name

Customer Number (for Comtronic office use only)

This Software License Agreement is not valid until signed by Licensee, and received and approved by Comtronic Systems LLC, 110 E. 2<sup>nd</sup> Street, Cle Elum, WA 98922. Telephone: 509-573-4300 FAX: 509-674-2383