

TERMS OF SERVICE
Fluency, Inc.
Internet Interpreter Scheduling System

These Terms of Service define the terms by which Licensees may use the interpreter scheduling and management solution and are an agreement between you (hereinafter referred to as the “Licensee”) and Fluency, Inc., a California corporation, having its principal place of business at 5921 Sutter Avenue, Carmichael, CA 95608, USA (hereinafter referred to as the “Company”), who may each individually be referred to as a “Party” or collectively as the “Parties.” By choosing to use the software solution and services, you expressly acknowledge that you have read, accept, and agree to be bound by these Terms of Service, as well as any applicable laws hereunder. You should not access this software service solution if you do not agree to these Terms of Service.

1. INTELLECTUAL PROPERTY

(a) License. For the Term and any Renewal Periods as defined in Section 5 below, Company grants to Licensee the non-exclusive, non-transferable right to permit for Licensee’s own business purposes an unlimited number of Authorized Users to access, use, display, and run the Software Services in accordance with the Permissions designated by Licensee.

(1) “Add-On Module(s)” shall be defined as any one or more software solutions offered separately from the Base Module that are made available by Company to Licensee for an additional charge, along with any updates, upgrades, modifications, improvements, customizations, or enhancements made thereto.

(2) “Applications(s)” shall be defined as the Internet native software application(s), which when run and operated will manage the features associated with such Software. For the avoidance of doubt, the Application comprises the current version of the downloadable software application, along with any updates, upgrades, or improvements made thereto.

(3) “Authorized Users” shall be defined as any third party, employee, independent contractor, volunteer, requester, agent, consultant, client or other individual who Licensee expressly authorizes to access the Software Platform.

(4) “Base Module(s)” shall be defined as the current version of the interpreter scheduling and management software solution in effect as of the Application

Service License Start Date along with any updates, upgrades, modifications, improvements, Customizations, or enhancements made thereto.

(5) “Customizations” shall be defined as programming services requested by Licensee and agreed upon by Company in its sole and absolute discretion, which include but are not limited to adding new reports and/or reporting features, data upload and/or transfer, new drop down items, export/import functionality, new frames, title, changes to workflows, billing processes, and/or any other changes, incremental or substantial to the overall business logic, graphical user interface or workflow of the Services. Licensee hereby acknowledges and agrees that such new features delivered by any Customizations may be made available on a non-exclusive basis to any other current or future Licensee to the Software Services.

(6) “Permissions” shall be defined as the specific access rights granted to each Authorized User as designated by Licensee.

(7) “Services” shall be defined as all of the Software Services as well as any supporting hardware services, if any, which Company makes available to Licensee.

(8) “Software” shall be defined as the software product comprising the Base Module and any Add-On Modules elected by Licensee.

(9) “Software Platform” shall be defined as the cloud-based version of the Software, developed, hosted, and maintained by Company for use by Licensee.

(10) “Software Services” shall be defined as the Software Platform, Application, and any related services further described in Section 2 below, which are made available by Company to Licensee.

(b) Ownership of Software, Database, Application, and API. Licensee acknowledges and agrees that no right, title, or interest in the Software, Database, Application, or application program interface (“API”) is transferred to Licensee under these Terms of Service. Licensee further acknowledges that all right, interest, title and full ownership rights in and to the Software, Database, Application, and API will remain the exclusive property of Company. Licensee agrees not to remove any trademark, copyright, or other proprietary notices on the Application or Documentation as delivered, and to reproduce all such notices on and in all authorized copies.

(1) “**API**” shall be defined as the application programming interface that integrates with but is not limited to QuickBooks, MapQuest, Google products, Microsoft products and services, Adobe Acrobat Reader, any Apps available in the iTunes and/or Google Play sites, or any other 3rd party software or software service provider selected by the Company to serve as an enhancement to the overall Software Services.

(2) “**Database**” shall be defined as the copyrightable database organizing the data on the Software Platform.

(c) Restrictions. Licensee may not share, distribute, resell, rent, lease, sublicense, transfer, create derivative works of the Applications or Software, or otherwise permit any third party to access, use, or display the Applications or Software Platform. The Software Services, the Application, and the Software Platform contain Company’s trade secrets, and in order to protect those trade secrets, Licensee agrees not to take any action to reverse engineer, compile, translate, disassemble, copy, or create derivative works of the Software Platform or Application, in whole or in part, nor to permit any third party to do so. Any use of the Software Platform, Application, or Software Services by Licensee that exceeds the scope of the Licensing and license grants shall constitute a breach of these Terms of Service.

(d) Ownership of Logos and Trademarks. Licensee acknowledges and agrees that Company owns all right, title, and interest in the logos and trademarks used by Company in conjunction with the marketing and advertising of the Software Platform, Application, and Software Services, and that no right to use any such logos and trademarks are granted herein. Company acknowledges and agrees that Licensee owns all right, title, and interest in the logos and trademarks used by Licensee in conjunction with the marketing and advertising of Licensee’s business.

(e) Data. Licensee shall own all data generated from or imported into the Software Platform by either Licensee or any of its Authorized Users, and shall retain ownership of all right, title, and interest in any trade secret rights in the data generated by or imported into the Software Platform by Licensee or any Authorized User.

2. SERVICES MADE AVAILABLE TO Licensee

(a) Implementation Services. During the thirty (30) day period immediately following the License Start Date, the Company will make available the implementation services and incorporated herein by referenced as Exhibit B.

(b) Training Services. During the thirty (30) day period immediately following the License Start Date, the Company will make available to Licensee seven (7) online training courses that may be attended by an unlimited number of Authorized Users. Upon request, the Company will make available training services to Licensee and an unlimited number of Authorized Users upon request by separate agreement limited only by the capacities inherent in the third-party online meeting and training software. Please see Customer Support Policy attached herein by reference as Exhibit D.

(c) Base Module Software Services. Licensee and Authorized Users will have access to all the functionality comprising the Base Module as further described in the Documentation.

(d) Customization Services. Upon request, the Company will make available Customization services to Licensee in Company's sole and absolute discretion by separate agreement. Licensee will have the opportunity to elect that any Customizations to be provided to Licensee are made available on either an exclusive or nonexclusive basis.

(e) Add-On Module Software Services. Licensee will have the option to elect to subscribe to any Add-On Module Software Services as they are made available by Company.

(f) Hosting and Maintenance Services. Company will host and maintain the Software Platform and all Software Services utilizing company owned hardware located in a United States based HIPAA and HITECH compliant secure data co-location facility.

(g) Technical Support Services. Company will make available technical support services to Licensee on Monday through Friday 8 a.m. to 5 p.m. Pacific Standard Time, excluding Company Holidays, by telephone at (800) 522-7512 or by email at support@gofluently.com per Customer Support Policy attached herein by reference as Exhibit D. "Company Holidays" are the holidays observed

by the Company and identified and attached herein by reference as Exhibit C.

(h) Data Services. Company's collection, storage, and use of data will be managed in accordance with Company's Privacy Policy and incorporated and attached herein by reference as Exhibit E. To the extent any data may also constitute personal health information ("PHI") subject to the terms and conditions of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") or the Health Information Technology for Economic and Clinical Health Act as codified at 42 U.S.C. § 1790, which was adopted as part of the American Recovery and Reinvestment Act of 2009 on February 17, 2009 (the "HITECH Act."), the handling of PHI shall be subject to the terms and conditions of the Business Associate Agreement. All data will be stored and backed up exclusively to data centers located in the United States at all times. Data shall be made available to Licensee for download in the Microsoft Excel format to Licensee via the user interface.

(i) Routine Back-Up Services. Company maintains regular daily offsite backups of all data at both a primary and secondary data center, which includes a full backup of our database on a daily basis.

(j) Security Services. Company maintains a comprehensive gateway security suite, which includes but is not limited to anti-virus, anti-malware detection services, real time, multi-layer protection against sophisticated attacks, gateway antivirus and anti-spyware detection, with 24-7-365 monitoring of threats. For more information about Company security, see Trust and Security attached herein by reference as Exhibit G, call us at 800-522-7512 or email us at support@gofluently.com.

3. Licensee AND AUTHORIZED USER OBLIGATIONS

(a) Implementation Obligations. Within the thirty (30) day period immediately following the Licensing Start Date, Licensee shall be responsible for (i) promptly supplying to Company a digital logo file in the appropriate file format and pixel count requested by Company and (ii) attending by remote login at least six (6) of the on-line training courses made available to Licensee by Company. Failure on the part of the Licensee's to complete any of the training modules or provide logos, or set up data within the 30 day implementation phase does not change, reduce, discount or postpone the Licensee's obligations to pay their full monthly License Fees specified herein.

(b) Acceptable Use Policy Compliance. Licensee and Authorized Users shall be responsible for fully complying with the terms of Company's Acceptable Use Policy referenced herein as Exhibit F.

(b) Hardware Device Security Obligations. Licensee and Authorized Users shall be responsible for ensuring and maintaining the security of any hardware device to which an Application is downloaded. Licensee and Authorized Users acknowledge and agree that they have received, reviewed and understood a copy of Company's Minimum Security Specifications referenced herein as Exhibit G.

4. FEES AND PAYMENTS

(a) Setup and Training Fee. Licensee shall pay the setup and training fee described in the Licensing Order Form specific to each account type and unique to every Licensee which shall be due and payable upon the Licensing Start Date.

(b) Training Services Fee. For all training services provided to Licensee following the Go-Live Date, Licensee shall pay the training services fees described in the Licensing Order Form.

(c) License Fees. Following the Licensing Start Date, Licensee shall pay the monthly License Fees immediately following the completion of the Training Services, irrespective if the Licensee is using the Software Services or not.

(d) Customization Service Fees. For all Customizations, Licensee shall pay the Customization Service Fees via a separate statement of work and invoice.

(e) Add-On Module Service Fees. Licensee shall pay the Add-On Module Service Fees extended for any Add-On Module Services separately ordered by Licensee.

(f) Technical Support Services Fees. Following the Licensing State Date, Company will provide complimentary technical support services offered during a Term or any Renewal Period in an amount not to exceed the greater of either (i) three (3) calls or (ii) three (3) hours. Licensee shall pay for all subsequent technical support services provided during an applicable Term or Renewal Period in accordance with the Licensing Order Form. Prior to the Licensing Start Date, Company will provide unlimited complimentary technical support services.

(g) Transitioning Services Fee. Upon making any request to Company for a copy of the data, Licensee shall pay the Transitioning Service Fees set forth in the Licensing Order Form.

(h) Reinstatement Fee. Following the Licensing Start Date, Licensee shall pay the Reinstatement Fee set forth in the Licensing Order Form upon any reinstatement request by Licensee following Company's suspension of Licensee from the Software Platform.

(i) Payment Terms. All payments shall be made in accordance with the payment instructions set forth in the Licensing Order Form and shall be non-refundable. Except as specifically stated herein, failure to pay any fee when due and payable shall constitute a material breach of this Licensing. All payments shall be made in U.S. Dollars via direct debit or check. Licensee shall be solely responsible for any taxes imposed on the fees and costs. Any taxes incurred by Company shall be reflected on the invoice and billed directly to Licensee.

(j) Past Due Payments. All past due amounts shall be subject to a late fee equal to the greater of (i) ten percent (10%) of the outstanding balance; (ii) One Hundred Seventy-Five Dollars (\$175.00); or (iii) the maximum amount allowable by applicable law. Licensee's payment of a late fee on overdue amounts shall not cure or waive any default pursuant to this Licensing. Company shall further have the right on thirty (30) days prior written notice to suspend the performance of all Services if any payment due and payable goes unpaid. Company also reserves the right to submit any balance to collections which goes unpaid for at least ninety (90) days following the invoice date. In the event Company has to pursue an unpaid balance through collections or other legal action, Licensee will be responsible for all costs and attorney's fees.

(k) Fee Increases. Company shall have the right to increase any fees in its sole and absolute discretion upon thirty (30) days' prior written notice in advance of the commencement of a Renewal Period; provided, however, Company will not increase fees more than once in any consecutive twelve (12) month period.

5. TERM AND TERMINATION

(a) Term; Licensing Start Date; Renewal Periods. The Licensing shall be for one (1) calendar month (the “Term(s)”) that will commence on the “**Licensing Start Date**” herein defined as the date which all contracts and terms are agreed to and executed by the Parties. Thereafter the term shall automatically renew on a month-to-month basis for successive additional periods of thirty (30) days each (the “**Renewal Period(s)**”), unless either Licensee or Company notifies the other Party that such Party intends to terminate the Licensing upon at least thirty (30) days prior written notice received by Company prior to the expiration of the applicable Term or Renewal Period.

(b) Termination.

(i) Termination at Will. Except for the right to terminate upon expiration of the applicable Term or Renewal Period as set forth in Section 5(a) above, neither Party shall have the right to terminate at will for any reason.

(ii) Termination for Other Material Breach. Either Party may terminate this Licensing for material breach in the event that the other Party materially breaches any term or condition of this Licensing and fails to cure such breach within fifteen (15) days written notice to the breaching Party of the breach and its intent to terminate and the breaching Party’s failure to cure during the fifteen (15) day period.

(c) Suspension of Services; Survival Clauses. Upon any expiration or termination of this Licensing or Renewal Period, the Company shall have the right to immediately and permanently suspend the performance of all Services. In addition, upon expiration or termination, Licensee and Authorized Users shall have no further right to install, use, display, or run Applications. The following terms and conditions shall survive any expiration or termination of this Licensing until such time as they are exhausted: Sections 1 (c-f), 4, 5(c-d), 6, and 9 (a-k).

(d) Transitioning; Data Expungement. Licensee shall have the right to request a copy of the data stored in the Software Services within the forty-five (45) day period immediately following any expiration or termination of this Licensing. In any such case, a copy of the data will be returned via an encrypted flash drive delivered via FedEx, or alternatively, via a secure file transfer mechanism. All data will be expunged from the Software Platform within thirty (30) days of acknowledged receipt of the data by Licensee, or alternatively, if no data is requested, data will be expunged permanently within sixty (60) days of termination, according to HIPAA rules section 45 CFR 164.50 relating to ePhi for Covered Entities and Business Associates.

(e) Force Majeure. The failure of either Party to perform any obligation pursuant to this Licensing by reason of “acts of God,” acts of governments, terrorism, riots, wars, accidents, or deficiencies in materials or transportation, or other causes of any nature beyond its control shall not be deemed to be a breach of this Licensing, provided that the nonperforming or delayed Party provides to the other Party written notice of the existence and nature of such reason for the nonperformance and delay, and resumes performance immediately upon the elimination of the relevant force majeure. In the event the force majeure event continues for more than thirty (30) days, then the non-delayed Party may terminate the Licensing.

1. CONFIDENTIAL INFORMATION

During the Term and any Renewal Periods, each Party may disclose certain Confidential Information to the other Party. Each Party shall refrain from using or exploiting any and all Confidential Information of the other Party for any purposes or activities other than those specifically authorized during the Term, any Renewal Period, and for a period of two (2) years thereafter. Each Party represents and warrants that it will hold Confidential Information in confidence and protect Confidential Information to the same extent and by the same means it uses to protect the confidentiality of its own proprietary or confidential information that it does not wish to disclose. Neither Party shall disclose or facilitate disclosure of Confidential Information of the other Party to anyone except employees, independent contractors, and legal and tax advisors who are authorized according to these Terms of Service and who have a “need to know such information.” Each Party shall ensure that the employees, independent contractors, and legal and tax advisors to whom the Confidential Information is disclosed comply with their obligations under these Terms of Service with respect to the Confidential Information. All Confidential Information made available hereunder, including copies thereof, shall be returned to the disclosing Party or shall be certified as destroyed at the request of the disclosing Party.

(a) “Confidential Information” shall be defined as all the proprietary, non-public information of either Party disclosed pursuant to or in furtherance of this relationship including but not limited to all Technical Information as defined herein, all pricing information, and

all data uploaded by Licensee or generated by the Software Platform. Notwithstanding the foregoing, “Confidential Information” shall not include any information that the recipient can demonstrate through its records (i) was in its knowledge or possession prior to disclosure by the discloser, (ii) was in the public domain at the time of disclosure or subsequently entered the public domain through no fault of the recipient, or (iii) was disclosed to the recipient by a third party with the right to make such a disclosure.

(b) “Technical Information” shall be defined as all proprietary or non-public information, know-how, trade secrets, data, workflows, materials, inventions, source code, or discoveries owned by Company that are necessary or useful to the Software Platform or Application and are in the possession of Company as of the Licensing Start Date.

2. WARRANTY AND LIABILITY

(a) Licensee Warranty. Licensee warrants and represents that (i) in entering into this Licensing, Licensee has not relied on any sales representations other than those expressly set forth in the terms and conditions set forth in this Licensing; (ii) the individual executing this Terms of Service and associated agreements on behalf of Licensee is authorized to enter into this Licensing and has the power and authority to bind Licensee to all the obligations set forth herein; (iii) Licensee and Authorized Users have fulfilled all of the obligations set forth in Section 3 above.

(b) Company Warranty. Company warrants and represents that (i) all Services provided under this the Terms of Service will be performed in a professional, workmanlike manner in accordance with generally accepted industry standards; and (ii) the Software Platform and Application(s) will perform substantially in accordance with the Documentation for the Term and any Renewal Period and will be free from any material defects; and this warranty shall not apply to problems affecting the Software Platform or Application(s) due to (i) electrical work, network, or other problems external to the Software Platform or Application(s); (ii) modifications to the Software Platform or Application other than those performed by Company; (iii) or misuse of the Software Platform of Application; or (iv) interoperability issues between the Application(s) and third party software applications on any hardware to which they are downloaded. Upon receipt by Company of Licensee’s written notice of any breach of this warranty, Company’s liability and Licensee’s sole remedy shall be to the following: (A) in the case of the Application or the Software Platform, using reasonable commercial measures to

correct the material non-conformity or providing a work-around to avoid the non-conformity, taking into account the severity of the non-conformity, or (B) in the case of nonconforming Services, using reasonable commercial measures at Company's expense to re-perform or correct the performance or delivery of the Services so that the Services meet the standards set in the warranty.

(c) Disclaimer of Other Warranties. THE SOFTWARE PLATFORM, APPLICATION(S), AND SERVICES ARE PROVIDED ON AN "AS IS" BASIS. USE AND RELIANCE ON THE SOFTWARE PLATFORM, APPLICATION(S), AND THE SERVICES ARE AT Licensee'S OWN RISK. COMPANY EXPRESSLY DISCLAIMS ANY WARRANTY THAT USE OF THE SOFTWARE PLATFORM OR ACCESS TO THE SERVICES WILL BE CONTINUOUS, UNINTERRUPTED, BUG-FREE, ERROR-FREE, VIRUS- FREE, FREE OF DEFECTS, FREE OF TECHNICAL PROBLEMS, THAT THE SOFTWARE PLATFORM OR SERVICES WILL MEET ALL OF Licensee'S NEEDS, OR THAT DATA UPLOADED OR GENERATED BY THE SOFTWARE PLATFORM WILL NEVER BE LOST. WITH THE EXCEPTION OF THE WARRANTY STATED IN SECTION 7(b) ABOVE, COMPANY EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES, CONDITIONS, GUARANTEES, OR REPRESENTATIONS WITH RESPECT TO THE SOFTWARE PLATFORM, APPLICATION(S), AND THE SERVICES, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, MERCHANTABILITY OR SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, NONINFRINGEMENT OF THIRD PARTY RIGHTS, OR ARISING FROM COURSE OF PERFORMANCE, COURSE OF DEALING, OR USAGE OF TRADE. COMPANY DISCLAIMS ANY WARRANTY THAT ALL ERRORS, BUGS, OR DEFECTS CAN OR WILL BE CORRECTED OR THAT THE SOFTWARE PLATFORM, APPLICATION, OR SERVICES WILL OPERATE BUG-FREE, ERROR-FREE, CONTINUOUSLY, OR UNINTERRUPTED. Licensee ACKNOWLEDGES AND AGREES THAT THE SOFTWARE SERVICES MAY BE SUBJECT TO LIMITATIONS, DELAYS, AND OTHER PROBLEMS INHERENT IN THE USE OF THE INTERNET AND ELECTRONIC COMMUNICATIONS, AND AS SUCH, COMPANY IS NOT RESPONSIBLE OR LIABLE FOR ANY SUCH DELAYS, DELIVERY FAILURES, OR OTHER PROBLEMS OR DAMAGES RESULTING THEREFROM. COMPANY RESERVES THE RIGHT TO PERFORM SCHEDULED AND UNSCHEDULED EMERGENCY MAINTENANCE ON THE SOFTWARE PLATFORM, AND WILL USE REASONABLE EFFORTS TO NOTIFY Licensee IN ADVANCE.

(d) Consequential Damages. THE PARTIES SHALL IN NO EVENT BE LIABLE TO EACH OTHER FOR ANY CONSEQUENTIAL, PUNITIVE, EXEMPLARY, SPECIAL, INCIDENTAL, OR INDIRECT DAMAGES OF ANY KIND, INCLUDING WITHOUT LIMITATION, LOSS OF DATA OR PROFITS, LOSS OF BUSINESS OPPORTUNITIES, COSTS OF PROCUREMENT OR REPLACEMENT GOODS AND SERVICES, COVER, OR RELIANCE DAMAGES, ARISING OUT OF OR IN CONNECTION WITH THESE TERMS OF SERVICE OR THE DELIVERY, USE, PERFORMANCE, OR INTERRUPTION OF THE SOFTWARE PLATFORM, THE APPLICATIONS, OR THE SERVICES, WHETHER SUCH LIABILITY ARISES FROM ANY CLAIM BASED UPON CONTRACT, WARRANTY, THIRD PARTY CLAIMS, TORT (INCLUDING NEGLIGENCE) STRICT LIABILITY, OR OTHERWISE, AND WHETHER OR NOT COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE. THE PARTIES AGREE THAT THESE LIMITATIONS WILL SURVIVE AND APPLY EVEN IF ANY REMEDY SPECIFIED IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CONSEQUENTIAL DAMAGES; THIS SECTION APPLIES ONLY TO THE EXTENT AVAILABLE BY APPLICABLE LAW.

(e) Limitation of Liability. Company's total cumulative liability to Licensee from all causes of action and under all theories of liability in the aggregate shall be limited to the total amount of all fees paid by Licensee in the six (6) month period immediately preceding the claim. This limitation shall apply notwithstanding the failure of the essential purpose of any remedy thereunder.

(f) Indemnification. Licensee shall defend, indemnify, and hold harmless Company and its directors, officers, employees, independent contractors, and agents from and against any and all liabilities, costs, and expenses (including but not limited to reasonable attorneys' fees, court costs, and notification expenses), fines, or penalties, as a result of a claim, action, lawsuit, legal proceeding, judgment, or settlement arising from (a) a breach of data attributable to Licensee or an Authorized User; (b) a federal or state investigation or legal proceeding involving data uploaded by Licensee or an Authorized User to the software platform, to the extent attributable to Licensee or Authorized User, including but not limited to any proceeding initiated by a state attorney general or federal regulatory agency; (c) the infringement by Licensee or Authorized User of any Company intellectual property or the disclosure of Confidential Information in violation of these Terms of Service; (d) any failure by Licensee, Authorized User, and their agents, employees, officers, representatives and subcontractors to comply with any applicable law or regulation; (e) any claim of death, bodily injury,

and/or property damage as a result of an act or omission by Licensee or Authorized User, except to the extent that such claim arose as a direct result of the negligence of Company; or (f) any breach of a warranty, representation, or obligation set forth in these Terms of Service.

Company shall notify Licensee promptly upon receipt of notice of any claim, action, lawsuit, or other proceeding and reasonably cooperate in the investigation and defense of any such claim, action, lawsuit, or other proceeding (at Licensee's expense). Licensee shall have the right to select defense counsel, subject to Company's approval, not to be unreasonably withheld, and to direct the defense or settlement of any claim, action, lawsuit, or other proceeding. If representation of Company by the same legal counsel in any lawsuit or claim would be a conflict of interest for such counsel, Company retain independent counsel (at Licensee's expense) to eliminate such conflict.

8. ACCESS AND USE

(a) User Accounts. In order to use these Services, you must be an Authorized Interpreter User or authorized by a Licensee Agency registered for active user account ("Account"). Account registration requires you to submit to Company certain information, including but not limited to Licensee Agency name and address as well as, Authorized Requester information as well as Authorized Interpreter User name and address. Licensee Agency agrees to maintain accurate, complete, and up-to-date information in Account. Failure to maintain accurate, complete, and up-to-date Account information may result in your inability to access or use the Software Services, or may cause errors in executing services. Authorized Interpreter Users are responsible for all activity that occurs under their Account, and Authorized Interpreter User and Authorized Requester agrees to maintain the security and secrecy of their Account username and password at all times.

(b) User Requirements and Conduct. Authorized Interpreter User may not authorize a third party to access their Account. Authorized Interpreter Users agree to comply with all applicable laws when accessing or using the Software Services, and may only access or use the Software Services for lawful purposes and only in support of managing their interpreting assignments and affiliated work directly associated with their Subscribing Agency.

9. MISCELLANEOUS

(a) Entire Understanding. These Terms of Service contain the entire understanding of the Parties with respect to the subject matter contained herein, and shall supersede all prior agreements and understandings, whether written or oral. There are no restrictions, promises, covenants, or understandings other than those expressly set forth herein, and no rights or duties on the part of either Party are to be implied or inferred beyond those expressly provided for.

(b) Export Control. Licensee may not use or otherwise export or re-export the Applications or Database. Licensee also agrees not to use the Applications, Database, or Software for any purposes prohibited by applicable law.

(c) Governing Law. These Terms of Service shall be governed by and construed in accordance with the laws of the State of California, USA, without regard to conflicts of law principles.

(d) Disputes. Any disputes, actions, claims, or causes of action arising out of or connection with these Terms of Service or the Software Services shall be subject to the exclusive jurisdiction and venue of the state and federal courts located in Sacramento County, California. THE UNITED NATIONS CONVENTION ON CONTRACTS FOR THE INTERNATIONAL SALE OF GOODS SHALL NOT APPLY TO THESE TERMS OF SERVICE.

(e) Severance. If any provision of these Terms of Service is held unenforceable or in conflict with the law of any jurisdiction, the validity of the remaining provisions shall not be affected by such holding. The Parties agree to negotiate and amend in good faith such provision in a manner consistent with the intentions of the Parties as expressed in these Terms of Service, if any invalid or unenforceable provision affects the consideration of either Party.

(f) Modifications and Additions. No modifications or additions to the terms and conditions of these Terms of Service shall be binding unless in writing and signed by both Parties. Notwithstanding the foregoing, Company reserves the right to modify any policy or policies within its reasonable discretion from time to time, and such modification shall be effective upon notice to Licensee via the Software Platform.

(g) Assignment. These Terms of Service shall be binding upon and inure to the benefit of the Parties and their respective successors and assigns. Neither Party

may assign the terms of any Licensing or renewal Licensing to a third party except upon the prior written consent of the other Party, which may be withheld by Company in the exercise of its sole discretion. Company shall have the right to assign the terms of the Licensing to (a) a parent or subsidiary of Company; (b) a purchaser of all or substantially all of Company's assets; or (c) any successor in interest of Company. Any purported assignment in violation of this Section 8(g) shall be void. Any change in control of Licensee that results in a third party directly or indirectly owning or controlling 50% or more of Licensee shall constitute an assignment. No change in control of Company, however effectuated, shall constitute an assignment under these Terms of Service.

(h) Notices. Any notice to be given by Company may be given, at Company's option, by means of a general notice on the Software Platform, electronic mail to Licensee's electronic mail address on record as provided in writing to Company, or by hard copy written communication sent by nationally recognized overnight delivery service or first class mail or prepaid post to Licensee's address on record as provided in writing to Company. Licensee may give notice to Company at any time by any of the following: letter sent by nationally recognized overnight delivery service or first class postage prepaid mail to Company at 5921 Sutter Avenue, Carmichael, California, USA 95608 or via email at support@gofluently.com. Any notice delivered in accordance with this section shall be deemed to have been given on actual receipt, or the expiration of 5 days (Company Holidays and weekends excepted) after mailing or posting (if sent by first class mail or prepaid post) or 12 hours after sending (if sent by email to Licensee).

(i) Waiver. No waiver by either Party of any breach, no matter how long continuing or how often repeated, shall be deemed a waiver of any subsequent breach thereof, nor shall any delay or omission on the part of either Party to exercise any right, power, or privilege hereunder be deemed a waiver of such right, power, or privilege.

(j) Publicity. Licensee agrees that Company may issue a press release and develop case studies or other marketing materials highlighting Company's partnership with Licensee. In the event Company issues a press release, Company shall first seek the prior written approval of Licensee to the proposed press release, which approval shall not unreasonably be withheld.

(k) Conflicts. In the event of any conflict between these Terms of Service and the terms of any webpage incorporated herein, the terms and conditions set forth in these Terms of Service shall be controlling.

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Exhibit A

Base Module Description

Internet Interpreter Scheduling System (I2S2)

The Internet Interpreter Scheduling System (I2S2) is an Internet accessible interpreter scheduling and management solution. Unlimited simultaneous access is granted to every member of the unlimited user community with all data backup, storage, security and system upgrades included.

Three User Platforms:

- **Administrative Platform – Administrative users** are given complete scheduling, paying/billing, auditing and reporting functions. They can set-up customer/interpreter profiles and customizable paying/billing rates. They can enter, assign, edit or cancel appointments. They are able to access information regarding interpreter availability and assign or offer appointment to one or multiple interpreters. They have the ability to report on all past, current and future assignments; credential, revoke, limit, or restrict system access to any user in the community, and manage all financial and audit functions of the I2S2 24/7/365.
- **Interpreter Platform - Interpreters** can receive e-mail and/or text notifications regarding appointment assignments, offers, reminders, changes, and cancellations. They can view, accept, and reject assignments and offers in real time 24/7/365. They can manage their schedule of availability, individual time off requests, update contact information and e- mail/text notification preferences, and generate income and payment reports. They can even access driving directions from their profile home address to the location of the appointment.
- **Requester Platform - Requesters** can request, view, edit, and cancel interpreting appointment requests directly into a secure, HIPAA-compliant

database, 24/7/365. **Super Requesters** can view and generate reports on their interpreter activity, fill rates, billing information, and department list.

ADMINISTRATIVE Platform features of the I2S2

Scheduling Features: auto-generated list of available interpreters based on **interpreter checklist**(create a list of customer or agency requirements that will cross reference with list), master schedule, time off requests, appointment conflicts, location, language, distance in miles color coded for quick reference, specialties, and pre-configured lockouts. View appointment activity history, interpreter profile information, suggest and select interpreter(s) to offer/assign, and view individual interpreter appointment calendar. Ability to offer, assign, bill, and pay for one appointment to multiple interpreters (**team interpreting**) with ability to pay/bill appointment individually, ability to mask chosen appointment information before interpreter accepts assignment. Track interpreters contacted for assignment, add notes in “notes” section, access to NEP/LEP’s previous appointment history and interpreters assigned, access to driving directions from interpreter’s home address to location of appointment. Appointments can be defaulted to the folder of choice. The private folder keeps appointments private until scheduler assigns them using easily accessible scheduling tools. The public folder allows all same language independent contractor interpreters to access and accept on a first-come first-served basis (unless they have previously been “locked out” from any aspect of that appointment). The staff folder allows staff or preferred interpreters to have first-come first-served access to appointments. Assignments can also be offered to the interpreter(s) of choice allowing first come first served acceptance to selected interpreter(s).

Manage Interpreter Lock-Outs: Managers/schedulers can prevent an interpreter from taking assignments attributed to any number of lock-out criteria such as a specific customer, location, department, zip code, or NEP/LEP service recipient.

Reports: A full suite of reporting features exportable to PDF and/or Microsoft Excel is available 24/7/365. This includes global usage reports, financials, fill rates, cancellations, and much more. Custom reports are available upon request for an additional charge.

Pre-loaded Payment / Billing Rules: Paying and Billing configurations can be micro-customized for every interpreter and customer by minimum minutes, cancellation levels, rate jumps, weekend, discount rates, travel, mileage, consolidations, etc. Payment and

billing calculations are automated and exportable QuickBooks and/or to PDF or an Excel spreadsheet for review.

Automatic and Settable E-mail Alerts: E-mail notifications to administrators can be triggered for the following scenarios: appointment cancellation, appointment declined, appointment submitted, emergency appointment submitted after hours, interpreter rejected appointment from folder, interpreter rejected appointment from schedule, requester submitted interpreter evaluation, and Requester edited an appointment. A manual e-mail can also be sent to interpreter when checklist item has expired and designated administrator can be auto-copied.

Transaction History: Complete transaction histories allow appointment actions to be traced by user, date, time, action performed, and type of user (i.e. who requested, edited/cancelled, which interpreter accepted or dropped the appointment, etc.).

Invoicing: Pre-export verify auto-generated paying/billing information. Auto-export paying/billing information to PDF, Excel, or QuickBooks.

REQUESTER features of the I2S2

Request/Review/Edit Appointments: Enter an appointment request 24/7/365. Review and edit previously requested appointments, cancel upcoming appointments with time parameters settable by administrators, “follow-up” button to auto-fill the appointment request form for new appointments. Credentialed requesters can request that interpreters go to an off-site location.

Automatic E-mail & Text Notifications: Requesters can receive automatic e-mail notifications when their appointments get assigned to an interpreter or if the appointment is declined by an administrator. They can also receive e-mail and or text reminders of upcoming appointments.

Interpreter Evaluations: Complete an Interpreter Evaluation Form critiquing an interpreter’s work during an appointment and send it directly to Interpreter Services for quality control purposes.

SUPERREQUESTER features of the I2S2

Reports: View, create and export customized usage reports that can be accessed to monitor activity over time, by department, fulfillment metrics, language, and cost.

Invoicing: View invoices and appointment billing details, including all pertinent information attached to the appointment. Invoices can be viewed or exported to PDF or Excel files.

Appointment Verification: View digital images of appointment verification receipts signed by the provider that have been scanned into the I2S2.

INTERPRETER features of the I2S2

Easy Dashboard View: At login, interpreters view reminders and identify assignments and offers, or available appointment to grab on a first-come first-served basis.

View My Schedule: See assigned appointments, print out appointment information form, and access default driving directions.

View My Folder: Accept or decline appointments offers on first-come first-served basis. Upon accepting, appointment will disappear from view of other interpreters offered.

View Available Appointments: Self-assign appointments awaiting interpreter assignment on first-come first-served basis.

Print Vouchers/Daily Schedule/Directions: Print out appointment information forms. Print out daily schedules and access automatic driving directions from their home address to the location of their appointment. Interpreter mileage and travel time can auto-export to billing/paying calculations.

Walking / Check-in Instructions: Receive pre-loaded specific walking directions to appointment locations, along with appointment instructions.

Profile (Time Off, Documents): Update contact information, schedule of availability, enter individual time off request so schedulers can view interpreter availability in real-time (auto lock-out feature prevents scheduling interpreters who have requested time-off). Upload checklist and training documents that support the requirements.

Time Finish: Enter time of completion information along with optional voucher (appointment receipt) upload. See what they can expect to be paid.

Income Reports: Generate income reports for completed assignments pending payment.

View Evaluations: View evaluations received from requesters and reviewed by administrators.

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Exhibit B Implementation Schedule

Day 1 – Execute BAA via DocuSign and Pay the Set-Up and Training Fee. Complete Implementation Information Form and send in logo. It can take up to three (3) days for creation of the URL

Day 4 – Training #1 – Introduction to Customer’s URL, Admin Users Guide, Set Up Admin Users, Code Tables, Interpreter Profiles

Day 7 – Training #2 - Customer Profiles, Locations, Departments, Requesters/Providers

Day 11 – Training #3 – Pay/Bill Rates

Day 15 – Training #4 – Assigning Appointments, Editing Appointments, Appointment Intake, Interpreter Calendar Chart, Interpreters Folders/Interpreters Schedule

Day 18 – Training #5 –Time Finish, Interpreter Platform (train the trainer) and Requester Platform (train the trainer)

Days 21-27– Finish all homework before the IT Data Check

Day 28 – IT Data Check and Q&A with an IT Specialist – IT Specialist will set up the back end of the Scheduling System and answer any questions

Day 28 – Go Live – After Completion of the IT Data Check **There will be homework after each training.

Day 45 – Accounting Training – To be conducted when customer is ready to process first batch of paying/billing

Exhibit C
Company Holidays

- New Year's Day – January 1st
- President's Day – 3rd Monday in February
- Memorial Day – Last Monday in May
- Independence Day – July 4th
- Labor Day – First Monday in September
- Thanksgiving Day – Fourth Thursday in November
- Day after Thanksgiving Day – Fourth Friday in November • Christmas Eve – December 24th
- Christmas Day – December 25th
- New Year's Eve – December 31st

Exhibit D
Customer Support Policy

1. Included Support (not billable)
 - a. First 60 days – Unlimited
 - b. Feature functionality issues - during Pacific Time business hours (8 a.m. to 5 p.m.)
 - c. Emergency support requests after hours - System interface NOT accessible ONLY
 - d. Customer maintenance support - Contract, billing, and appointment volume related questions
2. Complimentary Support (3 instances per month, up to 1 hour per instance, or the sum of 3 hours, whichever comes first)
 - a. User I2S2 functionality guidance requests
3. Billable Support (\$75/hour after complimentary support is exhausted)
 - a. Additional voucher upload
 - b. Logo change (if occurring more than once per year)
 - c. Customization Request Research Time - \$50/hour, 1 hour minimum. (Credited toward customization cost if customization executed and paid for.)
 - d. Completion of Tech Questionnaires
 - e. Interpreter or Requester contacts Fluency for support. (Please note: your interpreters and requesters should be contacting you directly for support.)

Exhibit E Privacy Policy

USER PRIVACY POLICY

Effective Date: 04/01/2017

Fluency, Inc. collects information about you when you use our website and through other interactions and communications you have with us (collectively, “Services”). The Services are provided by **Fluency Inc.**, and this Privacy Statement applies to information collected and used by **Fluency Inc.**

Please review this privacy policy and the Terms and Conditions (“Terms”) carefully before accessing and using the Services. When you submit information to or from the Services, you consent to the collection and processing of information as described in this policy.

If you do not agree to this policy or the Terms, you are prohibited from using the Services.

SCOPE AND APPLICATION

This Privacy Statement (“Statement”) describes how Fluency Inc. (“we”, “us”, or “Fluency”), and its affiliated companies obtain, directly or indirectly through your viewing or interaction with Fluency applies to persons who use our Services to schedule and manage appointments (“Users”).

COLLECTION OF INFORMATION

Information You Provide to Us

We collect information you provide directly to us that can be used to identify you (“Personal Information”), such as when you create or modify your account, request on-demand services, contact customer support, or otherwise communicate with us. This information may include but is not limited to: name, age, email, phone number, postal address, notes, location data, which information may be stored, processed, and/or accessed by Fluency for business purposes, including for marketing, lead generation, Service development and improvement, analytics, industry and market research, and such other purposes consistent with Fluency’s legitimate business needs. If you are a requester, you acknowledge that we may collect this Personal Information from you directly or through your Licensee Agency or Authorized Interpreter User. By submitting information to Fluency during the account creation process and/or by using the Services, you consent to such collection and use of personal data. You also acknowledge and agree that if you are a requester, we may collect general patient and/or client health information, such as medical record number, location, and general notes about the health, behavioral health or human service appointment, (“Client Information”).

Information We Collect Through Your Use of Our Services

When you use our Services, we collect information about you in the following general categories:

- **Geo-location Information:** When you use the Services, you acknowledge and agree that we will collection location-based data from the device you use. We may also derive your approximate location from your IP address.
- **Device Information:** We may collect information about your device, including, for example, the hardware model, operating system and version, software and file names and versions, preferred language, unique device identifier, advertising identifiers, and serial number.
- **Log Information:** When you interact with the Services, we collect server logs, which may include but is not limited to information like device IP address, access dates and times and actions, features or pages viewed, crashes and other system activity, type of browser, and the third-party site or service you were using before interacting with our Services.

How This Information is Used

We use Personal and Client information as described in this Privacy Policy or in our Terms or disclosed to you as part of our Platform. For example, we may use your Personal Information to:

- Operate and improve our Services
- Respond to your comments and questions
- Provide and deliver products that you request
- Send you related information including confirmations, invoices, technical notes, updates, security alerts, support, and administrative messages
- Communicate with you about the Services
- Link or combine your information with other personal information we collect through our Services to help understand your needs and provide you better services
- For our own marketing, promotional and informational purposes

Security of Information

Fluency uses appropriate measures designed to protect information received through the Services from unauthorized access, disclosure, alteration, or destruction. When we collect sensitive information, we store the information on dedicated servers which include 2N+2 redundancy, self-healing infrastructure management system, 24/7/365 hardware monitoring, power redundancy and a blended Internet connection. Servers use Transport Layer Security (TLS) with 256-bit encryption, redundant SonicWall Enterprise Class Firewalls coupled to Dell's SonicWall Comprehensive Gateway Security Suite (CGSS) Licensing that includes Anti-virus, Anti-spyware, Intrusion Prevention, Application Intelligence and Control Service. HIPAA Regulatory Compliance Report available upon request. No method of transmission over the Internet or electronic storage is 100% secure, and as a result, we cannot guarantee absolute security.

YOUR RIGHTS

Right to a Paper Copy of this Notice

You have a right to obtain a paper copy of this notice at any time upon request, even if you have received this notice electronically.

CHANGES OF PRIVACY PRACTICES

We reserve the right to change this privacy policy and will post a copy of this notice on our website.

Contacting Us

For questions or comments regarding this Privacy Policy please contact us by phone at 800-522-7512 or at the following address:

Fluency Inc.
5921 Sutter Avenue,
Carmichael, CA 95608

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Exhibit F

Acceptable Use Policy

This Acceptable Use Policy (this “Policy”) describes how Licensee and Authorized Users may access and use the Software Services on the Software Platform. Company may modify this Policy at any time upon prior written notice to Licensee. Licensee and Authorized Users shall comply with this Policy at all times. Failure to comply with the Policy shall constitute a material breach of the Terms of Service.

No Illegal, Harmful, or Offensive Use or Content

You may not use, or encourage, promote, facilitate or instruct others to use, the Software Services or the Software Platform for any illegal, harmful or offensive use, or to transmit, store, display, distribute or otherwise make available content that is illegal, harmful, or offensive. Prohibited activities or content include:

- **Illegal Activities.** Any illegal activities, including advertising, transmitting, or otherwise making available gambling sites or services or disseminating, promoting or facilitating pornography.
- **Harmful or Fraudulent Activities.** Activities that may be harmful to others, our operations or reputation, including offering or disseminating fraudulent goods, services, schemes, or promotions (e.g., make-money-fast schemes, ponzi and pyramid schemes, phishing, or pharming), or engaging in other deceptive practices.
- **Infringing Content.** Content that infringes or misappropriates the intellectual property or proprietary rights of others.
- **Offensive Content.** Content that is defamatory, obscene, abusive, invasive of privacy, or otherwise objectionable, including content that constitutes child pornography, relates to bestiality, or depicts non-consensual sex acts.
- **Harmful Content.** Content or other computer technology that may damage, interfere with, surreptitiously intercept, or expropriate any system, program, or data, including viruses, Trojan horses, worms, time bombs, or cancelbots.

No Security Violations

You may not use the Software Services to violate the security or integrity of the Software Platform or any third party network, computer or communications system, a

software application, or network or computing device (each, a “System”). Prohibited activities include:

- **Unauthorized Access.** Accessing or using any System without permission, including attempting to probe, scan, or test the vulnerability of a System or to breach any security or authentication measures used by a System.
- **Interception.** Monitoring of data or traffic on a System without permission.
- **Falsification of Origin.** Forging TCP-IP packet headers, email headers, or any part of a message describing its origin or route. This prohibition does not include the use of aliases or anonymous remailers.

No Network Abuse

You may not make network connections to any other customer or third party users, hosts, or networks unless you have permission to communicate with them. Prohibited activities include:

- **Monitoring or Crawling.** Monitoring or crawling of a System that impairs or disrupts the System being monitored or crawled.
- **Denial of Service (DoS).** Inundating a target with communications requests so the target either cannot respond to legitimate traffic or responds so slowly that it becomes ineffective.
- **Intentional Interference.** Interfering with the proper functioning of any System, including any deliberate attempts to overload a system by mail bombing, news bombing, broadcast attacks, or flooding techniques.
- **Operation of Certain Network Services.** Operating network services like open proxies, open mail relays, or open recursive domain name servers.
- **Avoiding System Restrictions.** Using manual or electronic means to avoid any use limitations placed on a System, such as access and storage restrictions.

No email or Other Message Abuse

You may not distribute, publish, send, or facilitate the sending of unsolicited mass email or other messages, promotions, advertising, or solicitations (like “spam”), including commercial advertising and informational announcements, through the Software Platform. In addition, you may not alter or obscure mail headers, assume a sender’s

identity without the sender's explicit permission, or collect replies to messages sent from another internet service provider if those messages violate this Policy or the acceptable use policy of that provider.

Our Monitoring and Enforcement

We reserve the right, but do not assume the obligation, to investigate any violation of this Policy or misuse of the Software Services. We may investigate violations of this Policy or misuse of the Software Services or remove, disable access to, or modify any content or resources that violate this Policy or any other agreement we have with you for use of the Software Services

We may report any activity that we suspect violates any law or regulation to appropriate law enforcement officials, regulators, or other appropriate third parties. Our reporting may include disclosing appropriate customer information. We also may cooperate with appropriate law enforcement agencies, regulators, or other appropriate third parties to help with the investigation and prosecution of illegal conduct by providing network and systems information related to alleged violations of this Policy.

Exhibit G

Trust and Security

The Health Insurance Portability and Accountability Act of 1996 (HIPAA) Privacy and Security Rules [<https://www.hhs.gov/hipaa/index.html>] establish national standards for protection and security of certain electronic protected health information (e-PHI). The security of our clients' e-PHI is fundamental to Fluency, Inc. and we are committed to protecting it.

Fluency hosts sensitive data on dedicated DELL servers with 3-tier client/server architecture utilizing Microsoft Information Services IIS version 7.5. Web pages are secured with 256-bit Transport Layer Security (TLS) encryption. Fluency also uses SonicWall Enterprise Class Firewalls that couple with Dell's SonicWall Comprehensive Gateway Security Suite (CGSS) which includes anti-virus, anti-spyware, application intelligence and control service.

To maintain secure data and accounts:

- Keep your device's operating system and software up-to-date
- Do not leave your device or desktop open and unattended
- Protect your home wireless networks by securing your WiFi router
- Immediately Change any default passwords anywhere
- Change your password every ninety (90) days
- Passwords should not contain words
- Passwords should be at least 8 characters in length
- Passwords should contain uppercase, lowercase, numeric and non-alphanumeric characters
- Passwords/passcodes should not be shared
- Passwords/passcodes should not be written down
- Deploy Anti-virus software