

Ultimate Kronos Group 900  
Chelmsford Street Lowell, MA  
01851  
T: 978-250-9800  
ukg.com



November 9, 2022

Florida Housing Finance Corp  
227 N Bronough St # 5000  
Tallahassee, FL 32301

RE: Termination of Agreement with Ascentis

Dear Sir or Madam:

Reference is hereby made to any and all order forms, terms and conditions, statements of work, or software licensing, maintenance, support and services agreements, or amendments thereto, entered by and between Florida Housing Finance Corp ("Customer"), and Ascentis Corporation ("ASC")<sup>1</sup>, a wholly owned subsidiary of Ultimate Kronos Group ("UKG") (all such documents together, the "ASC Agreement").

As set forth in an Order Form issued pursuant to a UKG agreement entered between Customer and UKG (or one of its affiliates), dated on or about the date of this letter (collectively, the "UKG Agreement"), Customer has agreed to acquire UKG offerings in lieu of acquiring the ASC products contracted for pursuant to the ASC Agreement.

In consideration of certain credits extended by UKG to Customer pursuant to the UKG Agreement, ASC and Customer hereby agree that, on the start of the effective billing period of the UKG Agreement, (i) the ASC Agreement will be terminated and will be of no further force or effect, (ii) that neither party shall have any further rights or obligations arising pursuant to such agreement (except as set forth in any provision which is intended to survive termination), (iii) ASC billing will cease at the start of the UKG billing effective date as referenced in the customer's UKG Agreement, (iv) access to your ASC software will continue until you are live + 90 days on UKG and (v) any pre-payments paid to ASC prior to this agreement for products or services not yet provided will be credited / refunded back to the Customer.

Please acknowledge your consent to the foregoing termination of the ASC Agreement on the start of the effective billing period of the UKG Agreement by executing this letter in the space indicated below and returning one executed original to our attention.

Do not hesitate to contact us if you have any questions or comments with regard to the foregoing.

---

<sup>1</sup> For the purposes of this Letter, "ASC" or "Ascentis" shall also refer to NOVAtime Technology, Inc. NOVAtime was a subsidiary of Ascentis which merged with Ascentis on March 31, 2022. Upon the effective date of the merger, all contracts between NOVAtime and the Customer were assumed by Ascentis.

**Ultimate Kronos Group**  
900 Chelmsford Street  
Lowell, MA 01851  
T: 978-250-9800  
ukg.com



Very truly yours,

**Ascentis Corporation, a UKG Company<sup>2</sup>**

*Steve Wolski*

Name: Steve Wolski

Title: Senior Director, General Management

Florida Housing Finance Corp agrees to terminate the ASC Agreement in accordance with the terms written above.

[CLIENT COMPANY NAME]

By: 

Name: Hugh R. Brown

Title: General Counsel

---

**Effective Date:** 12-17-2021  
**Number of Individuals:** 130  
**Client Name:** Florida Housing Finance Corp  
**Contact:**  
**Shipping Address:** 227 N Bronough Street  
 Suite 5000  
 Tallahassee, FL 32301

**Quotation Valid Until:** 01-16-2022  
**Sales Representative:** Erika Clark  
**Phone:**  
**Subscription Start Date:** 02-01-2022  
**Subscription End Date:** 01-31-2025

## Products and Services Selected

| Product  | Quantity          |
|--|-------------------|
| Add On HR Recruiter and Admin Users                                  | 2                 |
| <b>Add On PIPM*:</b>   | \$0.80            |
| <b>Total Annual Recurring SaaS Fees:</b>                             | \$1,248.48        |
| <b>Total One-Time Fees:</b>  | \$0.00            |
| <b>Total Clock Rental/Flex Clock Cost per Month (if applicable):</b> | \$0.00            |
| <b>Total Annual Maintenance Fee (if applicable):</b>                 | \$0.00            |
| <b>First Year Total:</b>   | <b>\$1,248.48</b> |

*\*The amount shown has been rounded for display purposes. As many as eight decimal places may be present in the actual amount. The totals for this order were calculated using the actual amount and are the true and binding totals for this Order.*

## Agreement and Execution

LIMITATION OF LIABILITY. EXCEPT WITH RESPECT TO LIABILITIES ARISING OUT OF EITHER PARTY'S INDEMNIFICATION OBLIGATIONS, IN NO EVENT SHALL EITHER PARTY (OR ANY OF ITS OFFICERS, DIRECTORS, SHAREHOLDERS, EMPLOYEES, SUBSIDIARIES, AFFILIATES, OR AGENTS), BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES, (INCLUDING, WITHOUT LIMITATION, LOST PROFITS, LOST BUSINESS OPPORTUNITY, OR BUSINESS INTERRUPTION) RESULTING FROM OR IN CONNECTION WITH CLIENT'S USE OF THE TEMPERATURE READING AND VOICE CONTROL FEATURES OF HARDWARE BOUGHT OR LEASED BY CLIENT, REGARDLESS OF WHETHER THE PARTY WAS ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES, OR SUCH LOSSES OR DAMAGES WERE OTHERWISE FORESEEABLE, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.

*A description of the Services and related use rights referenced in this Add-On Order Form (as well as other Ascentis Service offerings not purchased hereunder) is available at <https://www.ascentis.com/wp-content/uploads/2021/09/service-descriptions-Product->*

[Descriptions-9.2021.pdf](#) (the "Services Description"). All purchases of Services, products or equipment hereunder are governed by the Agreement between Client and Ascentis.

*Scheduling Pro Discount (the 'Discount'): As part of the Discount, Client will receive the Scheduling Pro product services at \$1.00 Per Individual Per Month (PIPM) from the date upon which this Order Form is executed until February 28, 2022, so long as Client executes the Order Form by February 28, 2022 for this product. Beginning on March 1, 2022, and until the termination or expiration of the Agreement, Client agrees to pay PIPM fees for Scheduling Pro equal to the PIPM rate incorporated in the overall fees within this order form for no less than the amount of individuals identified on this Order Form. Discounted services will be reflected within the fees on the invoices.*

*Total First Year Fees are due net 15 days, or as aligned with your original and initially set payment schedule, whichever comes first, from the date that this Order Form is executed by Client. Late fees may apply to overdue accounts. These Fees do not include applicable sales taxes or hardware delivery. Data Exports require payment in advance.*

*By signing below, Client agrees that the terms of the Agreement, including its existing billing method, renewal and renewal term, and payment method, shall apply to the products or services referenced on this Order Form. Client has accepted and caused this Order Form to be executed by its duly authorized representative as of the Effective Date set forth above.*

DocuSigned by:  
**Client Legal Name:** Florida Housing Finance Corp  
**By:**   
982CE9E0AE7B44D...

**Printed Name:** Angeliki G Sellers

**Title:** Chief Financial Officer

**Date:** Dec 17, 2021

DocuSigned by:  
**Ascentis Corporation**  
**By:**   
2EA7D403E191456...

**Printed Name:** Brandon Grinwis

**Title:** CFO

**Date:** Dec 17, 2021

*This Order Form is entered into by and between Ascentis Corporation ("Ascentis") and Client (listed below) as of the Effective Date set forth below. This Order Form is governed by and incorporates by reference the Ascentis Terms and Conditions attached as Schedule A. Capitalized terms used but not defined herein shall have the meaning set forth in the Terms and Conditions. This Order Form and the Terms and Conditions, together with any other documents expressly agreed to by the parties, constitute the "Agreement" between Ascentis and Client.*

**Effective Date:** 06-09-2021

**Client Name:** Florida Housing Finance Corp

**Contact:** Jessica Cherry

**Sales Representative:** Max VanAntwerp

**Subscription Start Date:** 10-01-2021

**Initial Term of Subscription:** 5 years

**Initial Term End Date:** 09-30-2026

**Payment Terms:** Net 15

**Quotation Valid Until:** 06-30-2021

**Email:** Jessica.cherry@floridahousing.org

**Phone:** 850.488.4197

**Billing Address:** 227 N Bronough Street, Suite 5000  
Tallahassee, FL 32301

**Shipping Address:** 227 N Bronough Street, Suite 5000  
Tallahassee, FL 32301

*The Initial Term of this Order Form is measured from the Subscription Start Date. Upon expiration of the Initial Term, this Order Form shall automatically renew for successive periods of twelve (12) months each (each a "Renewal Term"), unless either Party provides written notice to the other Party of its intent not to renew at least ninety (90) days prior to expiration of the Initial Term or any then current Renewal Term.*

## Products and Services Selected

| Product                           | Quantity |
|-----------------------------------|----------|
| HR Core                           | 130      |
| Advanced Benefits                 | 130      |
| Carrier Connect                   | 3        |
| Active Directories                | 1        |
| Payroll Core                      | 130      |
| Additional Payroll Runs           | 130      |
| 401K Interface                    | 1        |
| GL Interface                      | 1        |
| State and Local IDs               | 1        |
| Performance Management            | 130      |
| Learning Management               | 130      |
| Recruiting and On-Boarding Core   | 130      |
| Time and Attendance Core          | 130      |
| Total One-Time and Implementation | 1        |
| HR Recruiter and Admin Users      | 1        |
| Hiring Managers                   | 3        |
| Recruiting Base Fee               | 1        |
| 10 Pack Custom On-Boarding Forms  | 1        |
| Custom User Security Level        | 1        |
| Status Rules                      | 1        |
| Mass Copy Applicants Tool         | 1        |
| Status Progression                | 1        |
| Ad Feed                           | 1        |

|   |                    |
|---|--------------------|
| Auto E-Signature Offer Letter                             | 1                  |
| Offer Letter Templates                                    | 1                  |
| <b>PIPM*:</b>   | \$20.00            |
| <b>Total Annual Recurring SaaS Fees:</b>                  | \$31,196.92        |
| <b>Total One-Time Fees:</b>                               | \$8,008.97         |
| <b>Total Clock Rental Cost per Month (if applicable):</b> | \$0.00             |
| <b>Total Annual Maintenance Fee (if applicable):</b>      | \$0.00             |
| <b>First Year Total:</b>                                  | <b>\$39,205.89</b> |

*Ascentis reserves the right to adjust the Fees for increased individual counts and/or increased payroll tax jurisdictions. Certain Fees, including, but not limited to, those for tax service, Equipment, Equipment support and maintenance, hardware delivery, additional professional services, additional payroll tax jurisdictions and/or delivery locations, may not be included in Subscription Fees.*

*\*The amount shown has been rounded for display purposes. As many as eight decimal places may be present in the actual amount. The totals for this order were calculated using the actual amount and are the true and binding totals for this Order.*

*Fees for Learning Management shall be billed on and after January 01, 2022.*

*The PIPM shall not be increased during the Initial Term. Thereafter, the PIPM may be increased by up to 3% each year.*

## Fees & Payment Schedule

### Initial Fee Payments:

|                   |  |
|-------------------|--|
| <b>\$2,599.74</b> | Due Net 15 days from date of invoice for:<br>10-01-2021  |
| <b>\$8,008.97</b> | Net Implementation Cost and Hardware Purchase if applicable due<br>Net 15 from date of invoice |
| <b>\$0.00</b>     | Annual Hardware Maintenance if applicable due Net 15 from date of<br>invoice                   |
| <b>\$0.00</b>     | Monthly Hardware Rental Cost. Due Net 15 from date of invoice                                  |

### Remaining Year 1 Subscription Fee Payments are due monthly in advance:

|                   |   |
|-------------------|---|
| <b>\$2,599.74</b> | Due Net 15 days from date of invoice for:<br>11-01-2021 |
| <b>\$2,599.74</b> | Due Net 15 days from date of invoice for:<br>12-01-2021 |
| <b>\$2,599.74</b> | Due Net 15 days from date of invoice for:<br>01-01-2022 |
| <b>\$2,599.74</b> | Due Net 15 days from date of invoice for:<br>02-01-2022 |
| <b>\$2,599.74</b> | Due Net 15 days from date of invoice for:<br>03-01-2022 |
| <b>\$2,599.74</b> | Due Net 15 days from date of invoice for:<br>04-01-2022 |
| <b>\$2,599.74</b> | Due Net 15 days from date of invoice for:<br>05-01-2022 |
| <b>\$2,599.74</b> | Due Net 15 days from date of invoice for:<br>06-01-2022 |
| <b>\$2,599.74</b> | Due Net 15 days from date of invoice for:<br>07-01-2022 |
| <b>\$2,599.74</b> | Due Net 15 days from date of invoice for:<br>08-01-2022 |
| <b>\$2,599.74</b> | Due Net 15 days from date of invoice for:<br>09-01-2022 |

### Remaining Year 1 Rental Clock Fee Payments are due monthly in advance:

|               |   |
|---------------|---|
| <b>\$0.00</b> | Monthly Hardware Rental Cost. Due Net 15 from date of invoice<br>11-01-2021 |
| <b>\$0.00</b> | Monthly Hardware Rental Cost. Due Net 15<br>12-01-2021                      |
| <b>\$0.00</b> | Monthly Hardware Rental Cost. Due Net 15<br>01-01-2022                      |
| <b>\$0.00</b> | Monthly Hardware Rental Cost. Due Net 15 from date of invoice<br>02-01-2022 |
| <b>\$0.00</b> | Monthly Hardware Rental Cost. Due Net 15<br>03-01-2022                      |
| <b>\$0.00</b> | Monthly Hardware Rental Cost. Due Net 15<br>04-01-2022                      |



|               |   |
|---------------|---|
| <b>\$0.00</b> | Monthly Hardware Rental Cost. Due Net 15 from date of invoice<br>05-01-2022 |
| <b>\$0.00</b> | Monthly Hardware Rental Cost. Due Net 15<br>06-01-2022                      |
| <b>\$0.00</b> | Monthly Hardware Rental Cost. Due Net 15<br>07-01-2022                      |
| <b>\$0.00</b> | Monthly Hardware Rental Cost. Due Net 15 from date of invoice<br>08-01-2022 |
| <b>\$0.00</b> | Monthly Hardware Rental Cost. Due Net 15<br>09-01-2022                      |

**Subsequent Year Subscription Fee Payments:**

|                                   |                |   |
|-----------------------------------|----------------|---|
| Yearly subscription Fee equal to: | <b>\$20.00</b> | Times the number of individuals on the last day of the 11 <sup>th</sup> month |
|-----------------------------------|----------------|---|

Fees at month 11 of the previous subscription year times 12 is payable in advance.

Fees for subsequent years will be calculated using no less than the number of individuals executed here.

*Hardware support/maintenance fees are payable annually. Rental clocks include support and maintenance*

## Agreement and Execution

**Florida State Laws.** Ascentis shall comply with the following Florida State laws:

1. Fla. Stat. § 420.512(5). For the purposes of § 420.512(5), “Prohibited Business Solicitation Communications” is defined by Fla. Stat. § 420.503(33);
2. Fla. Stat. § 420.512(5)(c).
3. Fla. Stat. § 287.133(2)(a).
4. Fla. Stat. § 20.055(5).
5. Fla. Stat. § 448.095

**Public Records.** Ascentis agrees to keep and maintain Public Records provided by Client to perform the service. Upon request from Client’s custodian of Public Records, Ascentis agrees to provide Client with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed a cost provided by law. Ascentis agrees to ensure that Public Records that are exempt or confidential and exempt from Public Records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if Ascentis does not transfer the records to Client.

Upon completion of the Agreement, Ascentis shall transfer, at no cost, to Client, all Public Records in possession of Ascentis or keep and maintain Public Records required by Client to perform the service. If Ascentis transfers all Public Records to Client upon completion of the Agreement, Ascentis shall destroy any duplicate Public Records that are exempt or confidential and exempt from Public Records disclosure requirements for retaining Public Records. All Public Records stored electronically must be provided to Client, upon request from Client’s custodian of Public Records, in a format that is compatible with Client’s information technology systems.

For the purposes of this Agreement, the term “Public Records” shall be defined as all documents, papers, letters, maps, books, tapes, photographs, films, sound recordings or other electronic records provided to Ascentis by Client, or created by Ascentis specifically for Client while providing its products and services to Client. The Parties acknowledge and agree that the term “Public Records” does not include any of Ascentis’ data processing software or Ascentis’ products and services, including, but not limited to, operating systems, object code, compilers, assemblers, utilities, library routines, maintenance routings, applications, and computer networking programs.

Client acknowledges and agrees that Ascentis is not a “Contractor,” as such term is defined within Fla. Stat. 119.0701(1)(a), and not an “Agency,” as such term is defined within Fla. Stat., 119.011(2), because Ascentis is not acting on behalf of the Client, but rather providing products and services to Client. Specifically, Client represents and warrants that Client is not delegating its public purpose or objective to Ascentis, Client does not regulate or otherwise control Ascentis’ professional activity or judgment, Ascentis is not performing Client’s governmental function, Ascentis is not functioning or providing products and services for the benefit of the public, and the products and services contracted for are not an integral part of the Client’s decision-making process. As such, Client acknowledges and agrees that Ascentis is not subject to Fla. Stat. 119.0701, et seq., and need not, and will not be made to, provide to Client any data processing software upon the termination of the contract.

In addition, Client acknowledges and agrees that this Agreement is a licensing agreement, and not an agreement for the sale of software. Client acknowledges and agrees that this Agreement expressly prohibits the disclosure of Ascentis’ data processing software, and any such data processing software is a trade secret, as defined in Fla.

Stat. 812.081. As such, Client acknowledges and agrees that Ascentis' data processing software, including, but not limited to, operating systems, object code, compilers, assemblers, utilities, library routines, maintenance routings, applications, and computer networking programs associated with its products and services, are exempt from the inspection or copying requirements of Fla. Stat. § 119, et. seq, to the extent allowable by law.

**If Ascentis has questions regarding the application of Chapter 119, Florida Statutes, to their duty to provide public records relating to this contract, they will contact the Client's Corporation Clerk at:**

**Corporation Clerk  
227 N. Bronough Street, Suite 5000  
Tallahassee, Florida 32301-1329  
Phone: 850.488.4197  
E-mail: [corporation.clerk@floridahousing.org](mailto:corporation.clerk@floridahousing.org)**


For the sake of clarity, the inclusion of the foregoing is not an admission by either Party that Ascentis is a "Contractor," as such term is defined within Fla. Stat. 119.0701(1)(a), or an "Agency," as such term is defined within Fla. Stat., 119.011(2). Ascentis is not a "Contractor" or "Agency" as those terms are respectively defined because Ascentis is not acting on behalf of the Client, but rather providing products and services to Client.

**LIMITATION OF LIABILITY.** EXCEPT WITH RESPECT TO LIABILITIES ARISING OUT OF EITHER PARTY'S INDEMNIFICATION OBLIGATIONS, IN NO EVENT SHALL EITHER PARTY (OR ANY OF ITS OFFICERS, DIRECTORS, SHAREHOLDERS, EMPLOYEES, SUBSIDIARIES, AFFILIATES, OR AGENTS), BE LIABLE FOR ANY DIRECT INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES, (INCLUDING, WITHOUT LIMITATION, LOST PROFITS, LOST BUSINESS OPPORTUNITY, OR BUSINESS INTERRUPTION) RESULTING FROM OR IN CONNECTION WITH CLIENT'S USE OF THE TEMPERATURE READING AND VOICE CONTROL FEATURES OF HARDWARE BOUGHT OR LEASED BY CLIENT, REGARDLESS OF WHETHER THE PARTY WAS ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES, OR SUCH LOSSES OR DAMAGES WERE OTHERWISE FORESEEABLE, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE. IN ADDITION, ASCENTIS (OR ANY OF ITS OFFICERS, DIRECTORS, SHAREHOLDERS, EMPLOYEES, SUBSIDIARIES, AFFILIATES, OR AGENTS), BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES, (INCLUDING, WITHOUT LIMITATION, LOST PROFITS, LOST BUSINESS OPPORTUNITY, OR BUSINESS INTERRUPTION) RESULTING FROM OR IN CONNECTION WITH ASCENTIS REFUSAL TO PROVIDE CLIENT WITH ASCENTIS' DATA PROCESSING SOFTWARE, OR ASCENTIS PRODUCTS OR SERVICES.

*A description of the Services and related use rights referenced in this Order Form (as well as other Ascentis Service offerings not purchased hereunder) is available at <https://www.ascentis.com/service-descriptions> (the "Services Description"). This Order Form is subject to the applicable Service Description, as such exists as of the Effective Date of this Order Form. Client indicates its agreement to the terms of this Order Form, the Services Description, the Agreement by signing this Order Form.*

*Client and Ascentis have accepted and caused this Order Form to be executed by their duly authorized representatives as of the Effective Date set forth above.*

**Client Legal Name:** Florida Housing Finance Corp

**By:** 

**Printed Name:** Hugh R. Brown

**Title:** General Counsel

**Date:** June 16, 2021

**Ascentis Corporation**

**By:** 

**Printed Name:** Brandon Grinwis

**Title:** CFO

**Date:** Jun 19, 2021

## Schedule A

### 1. Services and Hardware

**1.1 Right to Use Services.** For so long as Client remains in compliance with these Terms, Ascentis grants Client a limited, non-transferable, non-exclusive, revocable right and license to access and use the Services, any data or reports Ascentis provides or makes available to Client as part of the Services, and their associated documentation, solely for Client's own internal business purposes. All Services, including, without limitation, all copyrights, trademarks, artwork, images, and other elements, are protected by intellectual property rights owned and controlled by Ascentis or by entities that have licensed or otherwise provided their material to Ascentis. Client shall not delete any proprietary, confidential, or intellectual property rights notices.

**1.2 Client Consents.** Customer authorizes Ascentis to access, collect, modify, process, transfer, or otherwise use data transmitted by Client to Ascentis ("Client Data") to provide the Services. Client represents and warrants that (i) Client has received the consent necessary to collect and provide the Client Data to Ascentis, and that Client has no reason to believe Client may not do so, (ii) Client is only transmitting Client Data to Ascentis which is necessary for Ascentis to provide the Services to Client, and (iii) the Client data, or Client's transmission of the Client data, does not violate (a) Client's obligations to a third party or (b) any laws or regulations.

**1.3 Restrictions.** Client agrees to use the Services only for their intended purposes. Client may not (i) use the Services or Hardware for outsourcing or service bureau purposes; (ii) decompile, reverse engineer, modify, adapt, translate, prepare derivative works, disassemble, or otherwise attempt to discover the source code, of the Services or Hardware, nor allow others to do so; or (iii) "mirror" the Services. Client must abide by all applicable laws and regulations.

**1.4 Client Cooperation.** Client agrees to provide Ascentis with (i) all information and Client Data required by Ascentis to provide the Services to Client in a format reasonably specified by Ascentis and (ii) reasonable assistance with the implementation of the Services and Hardware. Client acknowledges that any of Client's delays will directly impact Ascentis' ability to implement the Services and/or Hardware. Ascentis will stop implementing Client's Services and Hardware if (i) Client or its third party providers are not responsive to Ascentis' reasonable requests or (ii) after twelve (12) months if Client does not indicate to Ascentis that Ascentis should continue.

**1.5 Rented Hardware.** With respect to any timeclocks or other equipment ("Hardware) Client rents from Ascentis:

- (a) *Rental Term.* The term of the Hardware rental and the Warranty Period for such Hardware be the term of the Order Form under which Client rented the Hardware.
- (b) *Ownership.* All rented Hardware shall remain the property of Ascentis. All rented Hardware shall remain separate items of personal property, notwithstanding the attachment of such Hardware to other equipment or real property.
- (c) *Return.* Within thirty (30) days of the termination of this Agreement or the applicable Order Form, Client shall return any rented Hardware to Ascentis, at Client's own expense. Hardware must be returned to Ascentis in the same condition as when received by Client, reasonable wear and tear excepted. If Client fails to return rented Hardware within such thirty-day period, Client shall pay Ascentis the then list price of the unreturned Hardware.

**1.6. Purchased Hardware.** With respect to Hardware Client purchases from Ascentis:

- (a) *Warranty Period.* Unless a different period is specified in the Order Form or SOW, the Warranty Period for such Hardware shall be ninety (90) days from the delivery of such Hardware to the carrier transporting the Hardware to Client.
- (b) *Ownership.* Title to Hardware shall pass to Client upon the delivery of such Hardware to the carrier transporting the Hardware to Client.
- (c) *Restocking Fee.* Hardware may be returned to Ascentis provided Client pays Ascentis a restocking fee equal to twenty percent (20%) of the Hardware purchase price.

**1.7 Service Level Agreement.** The Services shall be provided to Client in accordance with the Service Level Standards described at: <https://www.ascentis.com/wp-content/uploads/2020/07/Service-Level-Agreement.pdf>.

**1.8 Remedies.** Ascentis may revoke any rights or licenses, suspend its provision of the Services, recall any rented Hardware, or terminate this Agreement, if Ascentis determines that Client's breach of Section 1 is harmful or disruptive to Ascentis or Ascentis' Clients or vendors.

## 2. Fees and Payment

**2.1 Method.** The method for determining Client's Fees shall be defined on the Order Form and may be one or a combination of the following methods: (a) a fixed price basis; (b) Per Individual Per Month ("PIPM") basis, or (c) per transaction basis (collectively, the "Fee Rates"). A person will be counted as an "Individual," for purposes of the PIPM method of billing, if during the applicable billing period, (i) time has been entered or recorded for such person; (ii) Client Data has been entered or recorded for such person for the purpose of using the Service; (iii) the person does not have a recorded termination date or is not recorded as "inactive"; or (iv) the person has accessed the Services, regardless of the purpose. Ascentis may audit Client's Account to determine the number of Individuals for the purposes of the PIPM method of billing at any time.

**2.2 Fees.** Client agrees to pay Ascentis the fees listed on the Order Form or SOW, on the terms described on such Order Form or SOW. Fee Rates for subscription-based services may be increased once per year after the first year of any term of an Order Form or SOW, but not be more than three percent (3%). All undisputed amounts payable to Ascentis under this Agreement, or Order Form or SOW, shall be paid in full without any setoff, counterclaim, deduction, debit, or withholding for any reason.

**2.3 Taxes.** Client is responsible for all taxes, duties, and charges of any kind, imposed by any federal, state or local governmental or regulatory authority on any amounts payable by Client hereunder, other than any taxes imposed on Ascentis' net income.

**2.4 Payment.** Client must return a completed ACH debit form upon execution of their initial Order Form or Statement of Work. Client agrees that Ascentis may debit the Client's bank account for the Fees and any other amounts payable to Ascentis as they become due. If the debit is rejected for any reason, Ascentis will notify client as soon as is reasonably practicable and provide Client an additional opportunity to pay the Fees. If payment is not received by Ascentis within thirty (30) days of when the Fees are due, as indicated on the Order Form or SOW, Ascentis may, without limiting Ascentis' rights or remedies, (1) suspend Services until such amounts are paid in full and assess a late fee of 1 1/2% or the maximum allowed under state law, whichever is lower, on all overdue balances or (2) terminate this Agreement.

## 3. Term and Termination

**3.1 Term.** This Agreement will commence on the Effective Date of the initial Order Form or SOW executed by Client and continue for so long as an Order Form or SOW continues to be in effect between the parties, or until terminated in accordance with its terms. The term of the Order Form or SOW shall be specified on the applicable Order Form or SOW.

**3.2 Termination.** If either party commits a material breach of its obligations under this Agreement, or an Order Form or SOW, the other party may terminate this Agreement by giving the breaching party at least thirty (30) days' prior written notice of termination, except that any such notice will not result in termination if the breaching party cures such breach before the thirty-day period elapses.

**3.3 Effect.** The termination or expiration of an Order Form or SOW shall not terminate this Agreement, but the termination of this Agreement shall terminate all existing Order Forms and SOWs between the parties. Upon termination or expiration of this Agreement, Ascentis shall take commercially reasonable steps to erase Client Data from its systems, provided that Ascentis may provide transition assistance services to Client on a time and materials basis upon Client's written request. Notwithstanding the above, Client may, at any time until the termination or expiration of the Agreement, access and download Client Data accessible via the Client's Account.

## 4. Confidentiality

**4.1 Confidential Information.** Subject to the other terms of this Agreement and to the extent allowable by law, the parties may have access to or provide each other information that is (a) not generally available to the public, (b) a reasonable person knows or reasonably should understand to be confidential, or (c) is marked or labeled confidential, proprietary, or its equivalent (“Confidential Information”). Confidential Information shall include, but not be limited to, Ascentis’ proprietary intellectual property or technical information and Client Data. Nothing in this section shall be interpreted to classify as Confidential Information any Public Records.

**4.2 Non-Disclosure Obligation.** Subject to the other terms of this Agreement and to the extent allowable by law, the parties agree to keep the other’s Confidential Information strictly confidential by at least such reasonable measures as the parties take to protect its own Confidential Information, which shall be no less than a reasonable person would take to protect Confidential Information, only use and disclose the other’s Confidential Information for the limited purpose of providing the Services and Hardware, and return or destroy all Confidential Information upon the termination of this Agreement.

**4.3 Compelled Disclosure.** In the event either party is required (by law, court, or administrative proceeding or similar process) to disclose any of the other party’s Confidential Information, if legally permissible, the obligated party shall notify the other party of such request and assist the other party, at their expense, in seeking a protective order or other appropriate remedy. In the absence of a protective order or other appropriate remedy, the obligated party may disclose only that portion of the Confidential Information that is legally required to be disclosed.

## 5. Data Security

**5.1 Safeguards.** Ascentis shall take commercially reasonable measures to provide administrative, physical, and technical safeguards to protect the security, confidentiality, and integrity of Client Data. These measures will govern all areas of security applicable to the Services, including physical access, system access, data access, transmission, input, security oversight and enforcement. Though unlikely, if Ascentis becomes aware of an incident which qualifies as a breach of security resulting in the misappropriation or accidental or unlawful destruction, loss, or disclosure of Client Data stored or processed on Ascentis’ systems, Ascentis shall report such breach to Client within forty-eight hours and reasonably cooperate with Client to resolve such breach.

**5.2 Client Responsibilities.** Client shall take all reasonable measures to ensure the security, integrity, and confidentiality of Client Data including Client’s access credentials, passwords, or other information used to access the Services. Client acknowledges that Ascentis relies on Client to comply with applicable data protection laws. Client will ensure that Client’s transfer of Client Data to Ascentis is permitted under applicable data protection laws and regulations and Client has obtained consents from individuals for obtaining and transferring Client Data to Ascentis to the extent required under applicable law and regulations.

## 6. Warranties and Disclaimers

**6.1 Services Warranty.** Ascentis warrants that the Services will be provided in a professional manner consistent with industry standards and that it will make commercially reasonable efforts to cause the Services to operate substantially in accordance with the applicable Order Form or SOW. Client must notify Ascentis of any alleged breach of the Services Warranty within sixty (60) days of the performance of the defective Services. Upon such valid notice, Ascentis shall reperform or correct any such deficiencies. This remedy shall be Client’s exclusive remedy, and Ascentis’ sole liability, in the event of a breach of the Services Warranty.

**6.2 Hardware Warranty.** Ascentis warrants that Hardware shall be free from defects for the Warranty Period. This Hardware Warranty is extended to the original Client only. Defective parts covered by the Hardware Warranty shall be replaced or repaired by Ascentis without charge to Client for parts, labor, or the cost of shipment, upon Client’s written notice to Ascentis of the defect. Notwithstanding the above, Ascentis shall not have to repair or replace Hardware that is damaged or malfunctions due to (a) reasons other than Client’s normal and intended use; (b) Client’s failure to provide and maintain a suitable installation and maintenance environment for the Hardware; (c) malfunctions resulting from the use of equipment not approved by Ascentis for use with the Hardware; or (d) Client’s failure to notify Ascentis of the defect within ninety (90) days of the date the Hardware was shipped to Client. Only Ascentis and its designated personnel are authorized to make repairs or replacements under this Warranty. This remedy shall be Client’s exclusive remedy, and Ascentis’ sole liability, in the event of a breach of the Hardware Warranty.

**6.3. Disclaimers.** EXCEPT AS PROVIDED FOR IN THIS SECTION 6, ASCENTIS DISCLAIMS ALL WARRANTIES, CONDITIONS, GUARANTIES, AND REPRESENTATIONS RELATING TO THE SERVICES OR HARDWARE, EXPRESS OR IMPLIED, ORAL OR IN WRITING, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT. THE HARDWARE AND SERVICES ARE NOT GUARANTEED TO BE ERROR FREE OR UNINTERRUPTED.

## 7. Indemnification

**7.1 Correction.** If in Ascentis' opinion Client's use of the Services or Hardware are likely to become subject to a successful claim of infringement or misappropriation of a patent, copyright, trade secret, or other intellectual property right, Ascentis may, at its own option and expense, (a) procure for Client the right to continue to use the Services or Hardware or (b) replace or modify the Services and Hardware so that they become non-infringing. If neither of the above options are commercially feasible, Ascentis may terminate this Agreement and refund to Client any prepaid Fees paid by Client for the infringing Services or Hardware covering the period of the Term that the Services or Hardware are not available.

**7.2 Ascentis Indemnity.** If any Services or Hardware made by Ascentis and sold to Client becomes subject to a third party claim, notice, or cause of action which asserts that the Services or Hardware infringe(s) a United States copyright or patent ("Claim"), provided Ascentis is given prompt written notice of the Claim and sole control over the defense and any settlement thereof, and Client reasonably cooperates with Ascentis to facilitate the settlement or defense of any Claim, Ascentis shall defend Client against such Claim and indemnify Client against any liabilities, costs, or expenses ordered to be paid by Client to the third party by a court of final jurisdiction adjudicating the Claim, or as a result of Ascentis' settlement of such Claim.

**7.3 Exclusions.** Ascentis will have no obligation under this Section 7 to the extent any Claim arises from: (i) Client's breach of this Agreement; (ii) use of the Services or Hardware except in accordance with this Agreement and Ascentis' written instructions; (iii) the combination of the Services or Hardware with any other software, data, or technology not supplied by Ascentis; (iv) modifications of the Services or Hardware not made by Ascentis; or (v) Client's failure to implement changes recommended by Ascentis if the infringement or misappropriation would have been avoided by implementing the recommended changes.

**7.4 Client Indemnity.** Intentionally Omitted.

## 8. Limitation of Liability

8.1 EXCEPT WITH RESPECT TO LIABILITIES ARISING OUT OF EITHER PARTY'S INDEMNIFICATION OBLIGATIONS OR CLIENT'S PAYMENT OBLIGATIONS, THE CUMULATIVE LIABILITY FOR EITHER PARTY (OR ANY OF ITS OFFICERS, DIRECTORS, SHAREHOLDERS, EMPLOYEES, SUBSIDIARIES, AFFILIATES, OR AGENTS), FOR ALL CLAIMS RELATING TO, ARISING FROM, OR IN CONNECTION WITH THE PRODUCTS, SERVICES, OR AGREEMENT, IN CONTRACT, TORT, OR OTHERWISE, SHALL NOT EXCEED THE FEES PAID BY CLIENT IN THE TWELVE (12) MONTHS PRECEDING THE EVENT TRIGGERING SUCH LIABILITY. IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY INDIRECT DAMAGES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, LOST PROFITS, OR DAMAGES RESULTING FROM LOST DATA, LOST BUSINESS OPPORTUNITY, OR BUSINESS INTERRUPTION) RELATING TO, ARISING FROM, OR IN CONNECTION WITH THE PRODUCT, SERVICES, OR AGREEMENT, REGARDLESS OF WHETHER THE PARTY WAS ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES OR SUCH LOSSES OR DAMAGES WERE OTHERWISE FORESEEABLE, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.

## 9. General

**9.1 Assignment.** Neither party shall assign, transfer, or delegate any of its rights or obligations under this Agreement without the prior written consent of the other party; provided that, either party may assign any of its rights or delegate any of its obligations to any affiliate or in connection with the transfer or sale of all or substantially all the business of the assigning party, whether by merger, sale of stock, sale of assets, or otherwise.

**9.2 Publicity.** Upon execution of this Agreement, Ascentis may use Client's name and logo on its website, marketing materials, and in its client lists. Client may withdraw its consent for Ascentis to use Client's name and logo at any time and in its sole discretion, upon written notice to Ascentis.



**9.3 Export.** Client agrees: (i) to comply with all applicable export laws and regulations and (ii) no data, information, software programs and/or materials resulting from Services (or direct product thereof) will be exported, directly or indirectly, in violation of these laws and regulations.

**9.4 Governing Law and Venue.** This Agreement is made in and shall be governed by the laws of the State of Florida, without regard to the choice of law principles of any jurisdiction. Exclusive jurisdiction and venue shall be in the federal and state courts situated in Leon County, Florida, and each Party waives any objection to the adjudication of disputes in that forum.

**9.5 Independent Parties.** Nothing in this Agreement is meant to create or creates any rights, obligations, or benefits directly or indirectly to any party not a signatory of this Agreement. The sole relationship between the Parties is that of independent contractors.

**9.6. Force Majeure.** Other than Client's obligation to pay for the Hardware or Services, neither Party shall be responsible for any failure or delay of performance caused by any event outside their reasonable control, including, but not limited to, an act of war, hostility, or sabotage; act of God; electrical, technological, internet, or telecommunication outage or disruption not directly caused by the obligated Party; and government moratoriums or restrictions (collectively "Force Majeure Event(s)"). Each Party will use commercially reasonable efforts to mitigate the effect of a Force Majeure Event. Nonetheless, if such Force Majeure Event occurs and continues uninterrupted for more than thirty (30) consecutive days, either Party may cancel unperformed services upon receipt of written notice from the other Party.

**9.7 No Waiver.** If any provision of this Agreement is found to be invalid by any court having competent jurisdiction, the invalidity of all or part of a provision shall not affect the validity of the remaining parts and provisions of this Agreement, which shall remain in full force and effect. No waiver of any term of this Agreement shall be deemed a further or continuing waiver of such term or any other term.

**9.8 Survival.** Sections 3, 4, 5, 6, 8, and 9, and all other sections that by their nature survive termination of this Agreement, shall survive any termination or expiration of this Agreement.