



Terms of Use

This Left Foot Software terms and conditions ("Agreement") is a legal document that sets forth the agreement between you ("User") and Left Foot Software ("Licensor") for use of the Left Foot Software Software and Services. You should read this agreement carefully before accepting its terms. You understand and agree that the Left Foot Software Software and Services are provided on a subscription basis using software as a service model ("Services" or "SaaS Applications") subject to the terms and conditions of this Agreement. YOU SHOULD READ THIS AGREEMENT CAREFULLY. BY CLICKING THE "AGREE" BUTTON AND/OR BY USING Left Foot Software, YOU ARE STATING THAT YOU HAVE READ AND UNDERSTAND THIS AGREEMENT, THAT YOU AGREE TO BE BOUND BY THE TERMS NOW IN EFFECT AND AS UPDATED BY LICENSOR FROM TIME TO TIME.

When ordering or registering on our site, as appropriate, you may be asked to enter your: name, e-mail address, mailing address, phone number or credit card information. You may, however, visit our site anonymously.

1. Right to Use and Access SaaS Applications

Licensor grants User a limited, non-transferable, non-exclusive, revocable right for the term of this Agreement to use and access the SaaS Applications solely in connection with User's business and to upload data and information ("User Content") in connection with such use. Provided, however, that User is in compliance with payment and other obligations under this Agreement. User may not rent or sublease the SaaS Applications to third-parties.

Users given access to Left Foot Software by Licensor or a Left Foot Software User with rights to administer access are considered Users per this agreement. Users accessing Left Foot Software within a Business Unit (see Section 7) have access to Left Foot Software at the parent Users discretion.

2. Fees and Payment Terms

Licensor agrees to provide User with a subscription to use and access the SaaS Applications with a monthly charge. Licensor and User agree that Licensor may separately bill one or more third parties. Licensor's fees are available on Licensor's Web site with additional details at <http://www.LeftFootSoftware.com/pricing-info.html>. Licensor reserves the right to change its fees and will post any fee changes on its Web site at least thirty (30) days prior to their taking effect. Licensor generally charges for Services on a monthly basis, although charges for some Services, including but not limited to Services sourced from third-parties, may be calculated by different methods. For a complete listing of applicable fees, User should review Licensor's Web site. Sub Account Users may be billed directly.

User will be billed monthly for usage one month in advance. Any payment not received within thirty (30) days of the invoice date will accrue interest at a rate of one and one-half percent (1 ½ %) per month, or the highest rate allowed by applicable law, whichever is lower. If User is delinquent in its payments, Licensor may, upon e-mail or other notice to User, terminate User's rights to use and access the SaaS Applications. All fees charged by Licensor for SaaS Applications are exclusive of taxes and similar fees now in force or enacted in the future imposed on the transaction, all of which the User will be responsible for, except for taxes based on Licensor's net income.

3. Availability of SaaS Applications

Subject to the terms and conditions of this Agreement, Licensor agrees to use commercially reasonable efforts to provide the SaaS Applications for twenty-four (24) hours a day, seven (7) days a week. User agrees that from time to time SaaS Applications may be inaccessible or inoperable for various reasons, including periodic maintenance procedures or upgrades ("Scheduled Downtime"); network or service malfunctions; and causes beyond the control of Licensor or which are not reasonably foreseeable by Licensor, including the interruption or failure of telecommunication or digital transmission links, hostile network attacks or network congestion or other failures (collectively "Downtime"). Licensor will provide at least forty-eight (48) hours notice to User in the event of any Scheduled Downtime. Licensor agrees to use commercially reasonable efforts to minimize any disruption, inaccessibility and/or inoperability of the SaaS Applications in connection with Downtime, whether scheduled or not.

4. Service Level

In the event that Licensor discovers or is notified by User of the existence of non-Scheduled Downtime, Licensor will take such actions as it considers to be reasonably necessary to determine the source of the problem. If the source of the problem is outside of the control of Licensor, then Licensor will use commercially reasonable efforts to notify the party/parties responsible and cooperate with the party/parties to resolve such problem as soon as possible. If the source of the problem is within the control of Licensor, then Licensor use will use commercially reasonable efforts to resolve the problem.

5. Storage and Security

Licensor shall operate and maintain the Service system as described below ("Service System") in good working order with access restricted to qualified employees and affiliates of, and contractors designated by, Licensor. Licensor shall undertake and perform commercially reasonable measures designed to protect the security, confidentiality, and integrity of User's data and other information stored on the Service System, including firewall protection and maintenance of independent archival and backup copies of information provided by you ("User Content"). User agrees not to use the Saas Application to upload or store illegal or inappropriate content. Licensor shall not be responsible for such content and reserves the right, at its sole discretion, to remove all such content. Except as otherwise agreed, Licensor will not disclose User Content to third-parties except in response to a subpoena or Court order, to report a criminal offense, or otherwise as may be required by law. Licensor may, however, compile, use

and disclose to others aggregated user information derived from User Content, provided that such aggregated information does not include any personally identifiable information pertaining to User or its customers. Licensor may also track User's use of the Services and track User's data inputs in order to provide User with information about the SaaS Application features and functionalities which Licensor believes may be useful to User. Licensor may offer services and applications provided by third-parties to User as part of the Services. By subscribing to such third-party services, User agrees to be bound by the terms of service for such third-party services and also agrees that Licensor may disclose User Content to such third-parties. From time to time Licensor may provide Users with offers from third-parties. If User indicates that User wishes to receive such offers, User agrees that Licensor may provide User information and User Content to such third parties in connection with such offers.

6. Service Credits

If Downtime is: (a) due to a problem within the control of Licensor, (b) non-Scheduled Downtime; (c) lasts for a period of at least sixty (60) consecutive minutes; (d) is not resolved within two (2) hours of determining its source; and (e) exceeds eight (8) hours in any calendar month, then User, upon written request to Licensor shall be entitled to a pro rata reduction in fees for such Downtime ("Service Credit"). One Service Credit shall equal one-thirtieth (1/30) of the monthly charge for the particular subscribed applications or functionalities selected by User ("Subscribed Applications") experiencing Downtime for each eligible twenty-four (24) hour period. The maximum number of Service Credits to be issued by Licensor for any single calendar month shall not exceed seven (7) Service Credits. In order to receive Service Credit(s), User must notify Licensor in writing within seven (7) days from the date that User becomes eligible. Failure to comply with this requirement will forfeit User's right to receive Service Credit(s). Service Credit(s) will be reflected in the Licensor invoice in the month following the month during which such Service Credit(s) are issued, unless the Service Credit(s) are due in the final month of a term, in which case the dollar value of the Service Credit(s) will be refunded.

7. Warranty and Liability Limitations

a. Warranty Limitations. THE SAAS APPLICATIONS ARE PROVIDED ON AN "AS IS" BASIS, AND USER'S USE OF THE SAAS APPLICATIONS ARE AT ITS OWN RISK. LICENSOR WILL USE ITS COMMERCIALY REASONABLE EFFORTS TO MAINTAIN ACCEPTABLE PERFORMANCE OF THE SAAS APPLICATIONS. HOWEVER, LICENSOR PROVIDES NO WARRANTIES WHATSOEVER AND LICENSOR DOES NOT MAKE, AND HEREBY DISCLAIMS, ANY AND ALL OTHER EXPRESS AND IMPLIED WARRANTIES, INCLUDING BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTIES ARISING FROM COURSE OF DEALING, USAGE OR TRADE PRACTICE. LICENSOR DOES NOT WARRANT THAT THE SAAS APPLICATIONS WILL BE UNINTERRUPTED, ERROR-FREE, OR COMPLETELY SECURE. LICENSOR DOES NOT AND CANNOT CONTROL THE FLOW OF DATA TO OR FROM LICENSOR'S NETWORK AND OTHER PORTIONS OF THE INTERNET. SUCH FLOW DEPENDS IN LARGE PART ON THE PERFORMANCE OF INTERNET SERVICES PROVIDED OR CONTROLLED BY THIRD PARTIES. AT TIMES, ACTIONS OR INACTIONS OF SUCH THIRD PARTIES CAN

IMPAIR OR DISRUPT USER'S AND/OR LICENSOR CONNECTIONS TO THE INTERNET.

b. Liability Limitation. NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, LICENSOR'S SOLE AND EXCLUSIVE LIABILITY TO USER UNDER THIS AGREEMENT AND ANY AMENDMENT TO THIS AGREEMENT IS LIMITED TO THE SERVICE CREDITS DESCRIBED ABOVE.

c. Reliance on Limitations. THE PARTIES ACKNOWLEDGE THAT LICENSOR HAS SET ITS PRICES AND ENTERED INTO THIS AGREEMENT IN RELIANCE UPON THE LIMITATIONS OF LIABILITY AND THE DISCLAIMERS OF WARRANTIES AND DAMAGES SET FORTH HEREIN, AND THAT THE SAME FORM AN ESSENTIAL BASIS OF THE BARGAIN BETWEEN THE PARTIES. THE PARTIES AGREE THAT THE LIMITATION AND EXCLUSIONS OF LIABILITY AND DISCLAIMERS SPECIFIED IN THIS AGREEMENT WILL SURVIVE AND APPLY EVEN IF FOUND TO HAVE FAILED OF THEIR ESSENTIAL PURPOSE.

8. Proprietary Rights

Exclusive of User Content, Licensor retains all right, title, and interest (including copyright and other proprietary or intellectual property rights) in and to the SaaS Applications, all legally protectable elements, and derivative works. Licensor may place copyright and/or proprietary notices, including hypertext links, within the Subscribed Applications. User may not alter or remove such notices without Licensor's written permission. User Content shall not include anything that actually or potentially infringes or misappropriates the copyright, trademark or intellectual property right of any other person, or contains anything that is obscene, defamatory, harassing, offensive or malicious. User will not, directly or indirectly, attempt to access Licensor's servers, except as expressly permitted herein, reverse engineer, decompile, or otherwise attempt to derive source code or other trade secrets or data from Licensor. User will not incorporate any features or functionalities of the SaaS Applications into competing applications or services and will not use its knowledge of the SaaS Applications to create similar or competing applications or services.

9. Terms and Conditions

User agrees that Licensor has the right to modify and change the terms and conditions of this Agreement from time to time at its sole discretion. In the event that Licensor elects to do so, Licensor will provide User with thirty (30) days notice (by e-mail or other means) of the changes and modification and will post the revised version of its Agreement on its Web site. To obtain the most current version of the Left Foot Software Agreement check <http://LeftFootSoftware.com/legal>. Licensor may also, from time to time, add or remove functionalities from the SaaS Applications. Licensor also has the right to discontinue the Services entirely upon thirty (30) days notice, by e-mail or other means, to User.

10. Termination

a. Termination for Cause. Licensor may terminate this Agreement if User breaches a material term or condition and fails to cure such breach within thirty (30) days of e-mail or other written notice, except in the case of failure to pay fees, whether billed directly or to a third party, which must be cured within five (5) days. Either party may terminate this Agreement if the other party becomes the subject of a voluntary or involuntary petition in bankruptcy or any proceeding relating to insolvency, receivership, liquidation, or composition for the benefit of creditors, if such petition is not dismissed within sixty (60) days of filing. If User is terminated for cause, Licensor shall be entitled to recover its costs and attorneys fees incurred in connection with any claim for amounts owed to Licensor by User.

b. Effect of Termination. Upon the effective date of termination of this Agreement or any subscription schedule, Licensor will cease providing the SaaS Applications, User will cease using the Services, and all payment obligations of User provided through the effective date of termination will immediately become due. Within ten (10) business days of the effective date of termination and no later than ten (10) business days after full payment of all outstanding amounts due to Licensor, Licensor will provide User with the User Content and data, if any, which resulted from use of the SaaS Applications. User agrees that Licensor may charge a fee for this service. Licensor may delete all User Content one (1) year after termination of this Agreement. Provided, however, User Content provided as part of a free trial subscription may be deleted thirty (30) days after the end of the free trial period if User does not continue to subscribe to the Services.

11. Refund Policy

Setup fees are non-refundable.

If Licensor terminates an account for cause, there will be no refund.

12. Cancellation Policy

The administrator may cancel service at any time. User data will remain available for (90) days after cancellation of service.

13. Indemnification

User agrees to indemnify, defend, and hold Licensor harmless from and against any and all costs, liabilities, losses and expenses, (including but not limited to, reasonable attorneys' fees) (collectively, "Losses") resulting from any claim, suit, action or proceeding (each, an "Action") brought by any third party against Licensor alleging that Licensor is liable for any action or content of User, including, but not limited to, User Content.

14. General

a. Independent Contractors. The parties and their respective personnel, are and shall be independent contractors and neither party by virtue of this Agreement shall have any right, power or authority to act or create any obligation, express or implied, on behalf of the other party.

b. Assignment. User may not assign any of its rights, duties, or obligations under this Agreement to any person or entity, in whole or in part, and any attempt to do so shall be deemed void and/or a material breach of this Agreement.

c. Waiver. No waiver of any provision hereof or of any right or remedy hereunder shall be effective unless in writing and signed by the party against whom such waiver is sought to be enforced. No delay in exercising, no course of dealing with respect to, or no partial exercise of any right or remedy hereunder shall constitute a waiver of any other right or remedy, or future exercise thereof.

d. Severability. If any provision of this Agreement is determined to be invalid under any applicable statute or rule of law, it is to that extent to be deemed omitted, and the balance of the Agreement shall remain enforceable.

e. Applicable Law and Jurisdiction. This Agreement shall be governed in all respects by the laws of California except for its conflict of laws provisions. All disputes arising out of or related to this Agreement shall be resolved in the state or federal courts of competent jurisdiction located in California. The parties hereto consent to personal jurisdiction in such courts.

f. Digital Signature Provisions. User represents and warrants that the individual electronically agreeing to the terms of this Agreement is empowered to agree to this Agreement on behalf of User. User further agrees that selecting the "I agree to the Terms of Use" checkbox constitutes an electronic signature and that the Agreement is completely valid, has legal effect, is enforceable, and is binding on, and non-refutable by, User.

g. Entire Agreement. This Agreement, together with any modifications and changes which may be made by Licensor and the fee schedules located on Licensor's Web site, which are incorporated by reference, constitute the complete and exclusive statement of all mutual understandings between the parties with respect to the subject matter hereof, superseding all prior proposals, communications and understandings, oral or written. The parties hereto may amend or modify this Agreement by a writing signed by both parties. Sections 7 through 12 hereof shall survive any termination or expiration of this Agreement.