

## Insperty ExpensAble™ Office Software License and Support Agreement

PLEASE READ THIS AGREEMENT CAREFULLY

INSPERITY EXPENSE MANAGEMENT, INC., ('INSPERITY EXPENSE MANAGEMENT') IS WILLING TO LICENSE THE SOFTWARE DESCRIBED BELOW TO YOU (EITHER A NATURAL PERSON, OR A LEGAL ENTITY SUCH AS A CORPORATION; HEREINAFTER 'YOU' OR 'CUSTOMER') ONLY ON THE CONDITION THAT YOU ACCEPT ALL OF THE TERMS IN THIS SOFTWARE LICENSE AND SUPPORT AGREEMENT (THE 'AGREEMENT'). IF YOU ARE A LEGAL ENTITY, THEN YOU REPRESENT THAT THE PERSON AGREEING TO THIS AGREEMENT ON YOUR BEHALF IS AN EMPLOYEE OR AGENT OF YOU AND IS DULY AUTHORIZED TO ENTER INTO THIS AGREEMENT ON YOUR BEHALF AND TO BIND YOU TO THE TERMS AND CONDITIONS OF THIS AGREEMENT.

BY CLICKING ON THE 'YES' BUTTON DURING THE INSTALL PROCESS, YOU ACKNOWLEDGE THAT YOU HAVE READ THIS AGREEMENT, UNDERSTAND IT, AND AGREE TO BE BOUND BY IT. IF YOU DO NOT AGREE TO ANY OF THE TERMS OR CONDITIONS BELOW, THEN INSPERITY EXPENSE MANAGEMENT IS UNWILLING TO LICENSE THE SOFTWARE TO YOU, AND YOU SHOULD CLICK ON THE 'DO NOT ACCEPT' BUTTON TO DISCONTINUE THE SOFTWARE INSTALLATION PROCESS. IN SUCH CASE, YOU MUST IMMEDIATELY REMOVE ANY OF SOFTWARE INSTALLED ON YOUR COMPUTER.

1. License. In exchange for the payment of the applicable Software license and Support fees, Insperty Expense Management grants You, and You accept a non-exclusive, non-transferable, limited right to use the Software for Your internal use only in accordance with the terms herein. For each copy of the Software licensed hereunder, Insperty Expense Management authorizes You to store the Software's machine-readable portion in, transmit it through, and display it on, the single standalone personal computer on which the Software is originally installed ("Single Workstation"); provided that, if the Single Workstation becomes inoperable, then you shall be entitled to use the Software on a single backup standalone personal computer until operable status of the Single Workstation is restored and processing on the backup machine is completed. The Single Workstation may be connected to a local area network, wide area network or other computer network, but only so long as the Software is not accessible over such network and such network connection does not permit any person other than the user physically using the Single Workstation to access and use the Software.

2. Restrictions. You may not: (a) use the Software, or make any copy of the Software or any Documentation, unless, and to the limited extent (if any), otherwise expressly and unambiguously permitted by this Agreement; (b) rent, lease, assign or transfer any of the Software (or any rights therein) unless, and to the limited extent (if any), otherwise expressly and unambiguously permitted by this Agreement; (c) use any Software to provide, or to assist in or further the provision of, any remote processing or service bureau services to any third party; (d) decompile, disassemble, translate or reverse engineer any of the Software, or alter or

modify in any way any Software source, object or other executable code, or create derivative works based upon the Software or any part thereof; or (e) remove, obliterate, alter or obscure any copyright or trademark pertaining to the Software (including, without limitation, any of its or any of the Documentation. You may not allow any access to or use of the Software by anyone other than You, or Your employees, agents or independent contractors, and any such use must be consistent with the terms, conditions and restrictions set forth in this Agreement.

3. Ownership. Insperity Expense Management reserves all rights not expressly granted to You in this Agreement. The Software is protected by copyright and other intellectual property laws and treaties. Insperity Expense Management or its suppliers or licensors own the title, copyright, and other intellectual property rights in and to the Software. The Software is licensed, not sold. This Agreement does not grant You any rights to trademarks or service marks of Insperity Expense Management.

4. Trademarks. Insperity ExpensAble is a registered trademark of Insperity Expense Management, Inc. Other parties' trademarks or service marks are the property of their respective owners and should be treated as such.

## SECTION I - CERTAIN DEFINITIONS

1.1 "Agreement" means this Software License and Support Services Agreement.

1.2 "Documentation" means the guides, manuals, and associated documentation for use of the Software provided by Insperity Expense Management under this Agreement.

1.3 "Enhancements" means improvements to the features of the Software licensed to Customer, which improve the functionality of the capabilities of the Software, but which do not add new capabilities.

1.4 "Error" means a reproducible and substantial failure of the Software to conform to the Specification.

1.5 "Error Correction" means either a Software modification that, when made or added to the Software, causes the Software to perform in substantial conformity with the Specification, or a procedure or routine that, when included in the regular operation of the Software, eliminates the adverse effect of such non-conformity.

1.6 "New Features" means new capabilities that are added to the Software that provide new capabilities not then available to the Customer, whether or not marketed separately by Insperity Expense Management.

1.7 "Software" means Insperity ExpensAble Office software product provided to you with this Agreement, including features and any copies thereof in whole or in part, and only the following: machine-readable runtime instructions and object code, whether or not in printed form, and not in the form of source code; machine-readable data, such as a database; related licensed materials, including user documentation in any form; and all Updates (as such term is

defined below in Section 2) furnished by Insperity Expense Management.

1.8 "Specification" means Insperity Expense Management's performance specifications for the Software.

1.9 "Statement of Work" means a written document in a form prescribed by Insperity Expense Management, signed by Insperity Expense Management and Customer in the future which describes in detail services to be performed by Insperity Expense Management, any software, documentation or other material to be supplied by Insperity Expense Management, any hardware or third party software to be obtained by Customer, and the fees and expenses to be paid by Customer.

1.10 "Update" means all software updates, Error Corrections and fixes provided to Customer hereunder with respect to the Software, which fix Errors in the Software or make minor modifications to the Software.

1.11 "Upgrade" means a new Version of the Software that is indicated by a change to the number on the right side of the decimal point in the Version number, as determined by Insperity Expense Management in its sole discretion.

1.12 "Version" means the version of the Software as of a particular point in time, as determined by Insperity Expense Management in its sole discretion.

Insperity Expense Management will be the sole and final arbiter of whether new software is an Error Correction, Update, Enhancement, New Feature, Upgrade or Major Revision.

## SECTION II - SUPPORT SERVICES

2.1 SUPPORT SERVICES. Customer represents and warrants to Insperity Expense Management that Customer has obtained and maintains a rightful license to use the Software pursuant to a written license agreement with Insperity Expense Management or an authorized reseller of Insperity Expense Management (the "License Agreement"). Subject to the terms and conditions of this Agreement, Insperity Expense Management will provide Customer with Software support services ("Support" or "Support Services") so long as Customer is current in its payment of the applicable Support fees. Updates, Upgrades and Major Revisions shall be provided as part of the Support Services. If Insperity Expense Management notifies Customer that an Update, Upgrade or Major Revision is mandatory for the continued provision of Support Services, Customer agrees to permit Insperity Expense Management to install such Update, Upgrade or Major Revision in a timely manner as reasonably requested by Insperity Expense Management.

2.2 MEANS OF OBTAINING SUPPORT. During the term of this Agreement, Customer may report Errors in the Software and seek assistance from Insperity Expense Management with regard to such Errors by telephone, email or fax. Customer acknowledges that Support does not include any training over the telephone of Customer or Customer's personnel on the operation of the Software, and Customer agrees that all requests for training will be scheduled

with an Insperty Expense Management trainer and that all training shall be provided only by an Insperty Expense Management-designated trainer. Telephone Support will be available during the times and on the days set forth from time to time on the support page of the Insperty Expense Management web site.

**2.3 ERROR CORRECTIONS.** During the term of this Agreement, Insperty Expense Management will use its commercially reasonable efforts to correct all verifiable and reproducible Errors in the Software within a reasonable time after verifying that such Error is present. Customer's sole and exclusive remedy for a failure of the Software to conform with the Specification will be, at Insperty Expense Management's sole option, to (a) provide an Error Correction or Update to repair the non-conforming Software; (b) replace the non-conforming Software; or (c) when neither of these options is possible or practical, as determined by Insperty Expense Management in its sole discretion, terminate this Agreement and refund to Customer the unamortized portion of the Software Support fees paid by Customer (based upon a straight line depreciation over a one (1) year period beginning on the Effective Date). These remedies will not apply, and Insperty Expense Management will be neither obligated nor responsible to repair, replace, or grant a refund with respect to any Software that does not conform to its Specification as a result, in whole or in part, of one or more of the events indicated in Section 2.7 (Limitations and Exclusions - Support) of this Agreement. If Insperty Expense Management determines that Support Services have been provided to address a claim that arises from or is caused by one or more of the events indicated in Section 2.7, Insperty Expense Management may, at its discretion, charge Customer at its then current rates for time and materials for the review, assessment and attempted repair of the alleged Software non-conformity.

**2.4 NEW VERSIONS.** New Versions of the Software may require additional hardware, third-party software, Software training services and other services to be purchased or licensed at Customer's expense. Insperty Expense Management will notify Customer or post on Insperty Expense Management's web site the Versions of the Software that are supported by Insperty Expense Management; all other Versions will not be supported.

**2.5 NEW FEATURES & ENHANCEMENTS.** Except for any New Features or Enhancements that are included in any new Version that is provided to Customer at no additional cost per the express terms of this Agreement or in Insperty Expense Management's sole discretion, New Features and Enhancements are not included within the license fees or the Support fees and must be purchased at additional cost. New Features and Enhancements (including, without limitation, any that are included in any new Version) may require additional hardware, software, Software training services and other services to be purchased or licensed at Customer's expense at Insperty Expense Management's then prevailing rates (and with respect to such hardware, at the applicable third party vendor's then prevailing rates).

**2.6 FREQUENCY.** Insperty Expense Management makes no representations or warranties regarding the frequency or timing of Updates, Enhancements, New Features or new Versions. Without limiting in any way the foregoing sentence, Insperty Expense Management makes no representation or warranty regarding whether any new Version will be released.

2.7 LIMITATIONS & EXCLUSIONS - SUPPORT. Insperity Expense Management will not provide Support Services relating to or arising from the following: (a) Errors that result from Customer's improper handling or use of the Software; (b) Errors for which Insperity Expense Management has provided corrections not implemented by Customer within a reasonable time; (c) Errors caused by changes, alterations or revisions made by Customer or on Customer's behalf; (d) problems caused by or arising from Customer's data, network or data backup procedures; (e) Customer's failure to install, or to allow Insperity Expense Management to install, Updates, Upgrades or Major Revisions; (f) unless otherwise agreed to in writing by Insperity Expense Management, Custom Content; (g) acts or omissions of Customer or any third party; or (h) problems caused by or arising from operational, technical, environmental or other factors not within the direct control of Insperity Expense Management (including, without limitation, those caused by or arising from Customer hardware, any third party databases, or any third party software (other than third party software embedded in the Software)). Customer will reimburse Insperity Expense Management for all reasonable expenses incurred and time spent in responding to Support claims arising under or caused by any of the foregoing, repairing any of Customer's alterations or revisions to the Software, and correcting Errors or other defects resulting from the occurrence of one or more of the events described above. Such services will not be treated as Support Services, and will be invoiced to Customer at Insperity Expense Management's then current time and material rates.

Support Services are only available in the United States and only in English.

2.8 STATEMENTS OF WORK, ETC. All other services to be provided to Customer hereunder shall be preceded by a separate Purchase Order accepted by Insperity Expense Management or a Statement of Work. Notwithstanding the foregoing, any failure by Insperity Expense Management to require a Purchase Order or Statement of Work shall not relieve Customer of its obligation to pay for services rendered, products supplied or fees and expenses incurred by Insperity Expense Management and chargeable to Customer under this Agreement.

### SECTION III - FEES & PAYMENT TERMS

3.1 SUPPORT FEES. Fees for ongoing Support are as set forth at the Insperity Expense Management Online Store located at [www.ExpensAble.com](http://www.ExpensAble.com). Unless otherwise agreed upon, Support Fees must be: (a) prepaid annually in advance in cash or through an Insperity Expense Management-approved financing source. All amounts paid to Insperity Expense Management are non-refundable. All amounts due under this Agreement shall be paid in United States currency.

3.2 TAXES. The fees and expenses due to Insperity Expense Management as set forth in this Agreement are net amounts to be received by Insperity Expense Management, exclusive of all sales, use, withholding, excise, gross receipts and similar taxes and charges incurred by Customer or imposed on Insperity Expense Management in the performance of this Agreement or otherwise due as a result of this Agreement. Customer will be responsible for and will pay any and all such taxes and charges regardless of when incurred or invoiced.

3.3 SUSPENSION OF SUPPORT. IN THE EVENT THAT CUSTOMER (a) FAILS TO PAY ANY AMOUNTS TO INSPERITY EXPENSE MANAGEMENT WHEN DUE OR (b) BREACHES ANY OTHER PROVISION OF THIS AGREEMENT OR ANY PROVISION OF THE LICENSE AGREEMENT, IN ADDITION TO ANY OTHER RIGHTS OR REMEDIES AVAILABLE TO INSPERITY EXPENSE MANAGEMENT UNDER THIS AGREEMENT OR BY LAW OR IN EQUITY, INSPERITY EXPENSE MANAGEMENT MAY, UNTIL INSPERITY EXPENSE MANAGEMENT RECEIVES PAYMENT IN FULL OF ALL AMOUNTS DUE FROM CUSTOMER TO INSPERITY EXPENSE MANAGEMENT OR UNTIL CUSTOMER CURES SUCH PAYMENT DEFAULT OR OTHER BREACH, (i) SUSPEND ITS PROVISION OF SUPPORT AND OTHER SERVICES

#### SECTION IV - HARDWARE & THIRD PARTY PRODUCTS

4.1 HARDWARE SUPPORT. Unless otherwise agreed in writing by Insperity Expense Management, Insperity Expense Management will neither be responsible for nor obligated to provide support or other services for hardware or any third-party software (other than third-party software embedded in the Software).

4.2 THIRD PARTY ASSISTANCE FOR HARDWARE. Customer agrees to resolve hardware issues through the use of available manufacturer agreements and warranties, or a third party vendor.

4.3 CUSTOMER REPRESENTATIONS & WARRANTIES. Customer may provide or make available to Insperity Expense Management hardware, software or other materials in connection with Insperity Expense Management's performance of Support. Customer represents and warrants that Customer is authorized to provide Insperity Expense Management with such software, hardware and other materials and that Insperity Expense Management is authorized to use such software, hardware and other materials for the purpose of providing Support to Customer.

#### SECTION V - TERM AND TERMINATION

5.1 LICENSE TERM. The License becomes effective when You agree to the terms and conditions of this Agreement by opening, installing, using, accessing or manipulating the Software (the "Effective Date"), and this Agreement will continue in effect until terminated. This Agreement will terminate immediately if You breach any material term or condition of this Agreement. You agree upon any termination of this Agreement to promptly stop all use of the Software and to destroy the Software and all copies thereof.

5.2 SOFTWARE SUPPORT TERM. The Software Support term for software purchased in conjunction with this Agreement shall be for one (1) year from the purchase Date (the "Initial Term"). Upon the completion of the Initial Term, Software Support must be purchased from Insperity Expense Management via the online store at [www.ExpensAble.com](http://www.ExpensAble.com) in order to continue to receive the Support services described in SECTION II - SUPPORT SERVICES). The Software Support Term will terminate automatically upon the termination of the License

Agreement.

5.3 **TERMINATION FOR CAUSE.** In the event that either party materially defaults in the performance of any of its duties or obligations under this Agreement and does not cure such default within fifteen (15) days after being given written notice specifying the default, the non-defaulting party may, by giving written notice to the defaulting party, terminate this Agreement as of a date specified in such notice of termination; provided that no cure period shall apply in the event the default at issue is incapable of cure. The specified date of termination shall be at least fifteen (15) days after the expiration of the 15-day cure period (if such cure period is applicable). Notwithstanding the foregoing, Insperity Expense Management may terminate this Agreement immediately upon delivery of written notice of termination if (a) Customer breaches any provision of the License Agreement. Notwithstanding the provisions of this section above, Customer may not terminate this Agreement for its alleged breach without first complying with the dispute resolution process of Section 7.10 (Dispute Resolution and Arbitration).

5.4 **TERMINATION FOR BANKRUPTCY.** This Agreement shall terminate automatically without notice and without further action in the event that Customer becomes insolvent (i.e., becomes unable to pay its debts in the ordinary course of business as they become due), makes an assignment of this Agreement for the benefit of creditors, or becomes subject as a debtor to any bankruptcy filing (either voluntary or involuntary).

5.5 **EFFECT OF TERMINATION - FEES AND EXPENSES.** Termination of this Agreement prior to the end of the then-current Term will require payment by Customer of all Support and other fees otherwise payable through the end of such Term.

5.6 **EFFECT OF TERMINATION - SUPPORT SERVICES.** Subject to the other terms and conditions of this Section V (Term and Termination), if either party terminates the Support Services pursuant to Section 5.2, then (a) subject to the terms and conditions of the License Agreement, Customer shall have the right to continue to use the Software, and (c) Customer shall be solely responsible for supporting the Software. Customer acknowledges that certain interfaces or features of the Software may become degraded or cease functioning if Support is no longer provided by Insperity Expense Management.

5.7 **SURVIVAL.** Termination of this Agreement by either party will terminate each party's rights and obligations under this Agreement except for the provisions of the following sections, which will survive such termination: Section III (Fees and Payment Terms); Section V (Term & Termination); Section VI (Limitations of Liability); and Section VII (General).

## SECTION VI - LIMITATIONS OF LIABILITY

6.1 **LIMITATION OF REMEDY.** In no event will Insperity Expense Management or any of its officers, directors, employees, stockholders, agents or representatives be liable to Customer, or any other person or entity for any special, indirect, incidental, exemplary or consequential damages or loss of goodwill in any way relating to this Agreement or resulting from the use of or inability to use the Software or performance or non-performance of any Support or other services, even if Insperity Expense Management has been notified of the

possibility or likelihood of such damages occurring, and whether such liability is based on contract, tort, negligence, strict liability, products liability or otherwise.

6.2 MAXIMUM LIABILITY. IN NO EVENT WILL INSPERITY EXPENSE MANAGEMENT'S LIABILITY FOR ANY DAMAGES TO CUSTOMER OR TO ANY OTHER PERSON OR ENTITY REGARDLESS OF THE FORM OF ACTION, WHETHER BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, PRODUCTS LIABILITY OR OTHERWISE, EVER EXCEED THE FEES RECEIVED BY INSPERITY EXPENSE MANAGEMENT UNDER THIS AGREEMENT IN THE TWELVE MONTHS PRIOR TO THE DATE THE LIABILITY AT ISSUE AROSE. THE LIMITATIONS OF THIS SECTION SHALL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.

6.3 WARRANTY DISCLAIMER. OTHER THAN AS EXPRESSLY SET FORTH IN THIS AGREEMENT, INSPERITY EXPENSE MANAGEMENT DOES NOT MAKE ANY REPRESENTATIONS OR WARRANTIES TO CUSTOMER WITH RESPECT TO THE SOFTWARE (OR ANY UPDATES, ENHANCEMENTS, NEW FEATURES AND NEW VERSIONS THEREOF), DOCUMENTATION, HARDWARE, OR ANY SERVICES (INCLUDING, WITHOUT LIMITATION, SUPPORT) PROVIDED, OR OTHERWISE REGARDING THIS AGREEMENT, WHETHER ORAL OR WRITTEN, EXPRESS, IMPLIED OR STATUTORY. WITHOUT LIMITING THE FOREGOING, ANY IMPLIED WARRANTY OF MERCHANTABILITY, IMPLIED WARRANTY AGAINST INFRINGEMENT, AND IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE ARE EXPRESSLY EXCLUDED AND DISCLAIMED TO THE MAXIMUM EXTENT PERMITTED BY LAW.

## SECTION VII - GENERAL

7.1 ENTIRE AGREEMENT. This Agreement, along with any applicable Insperty Expense Management Delivery Order, constitutes the entire agreement between the parties as to the subject matter hereof and supersedes all prior or contemporaneous agreements, negotiations, representations, proposals and quotes, written or oral.

7.2 RELATIONSHIP OF PARTIES. This Agreement will not be construed to create any employment, partnership, joint venture or agency relationship or to authorize any party to enter into any commitment or agreement binding on the other party.

7.3 BINDING EFFECT. This Agreement will be binding upon and inure to the benefit of the parties, their legal representatives, permitted transferees, successors, and assigns as permitted by this Agreement.

7.4 ASSIGNMENT. This Agreement or any of the rights or obligations hereunder may not be assigned or delegated in whole or in part by Customer without the prior written consent of Insperty Expense Management. Insperty Expense Management shall have the right to assign or delegate this Agreement or any of its rights or obligations hereunder.

7.5 AMENDMENT AND WAIVER. No modification or amendment to this Agreement will be effective unless made in writing and signed by authorized representatives of the parties. The waiver by either party of any right hereunder shall be valid only if in writing and signed by the party making such waiver. No delay or failure in exercising any right under this Agreement and no partial or single exercise of such right will be deemed to constitute a waiver of such right or any other rights hereunder. No consent to a breach of any express or implied term of this Agreement will constitute consent to any prior or subsequent breach.

7.6 SEVERABILITY. If any provision of this Agreement is declared invalid by a court of competent jurisdiction, such provision will be ineffective only to the extent of such invalidity, so that the remainder of that provision and all remaining provisions of this Agreement will be valid and enforceable to the extent permitted by applicable law.

7.7 FORCE MAJEURE. Neither party will be liable for failure to perform any of its respective obligations under this Agreement, other than the payment of fees, if such failure is caused by an event outside its reasonable control, including but not limited to, an act of God, war, or natural disaster.

7.8 NOTICES. Except as otherwise expressly provided by this Agreement, all notices and other communications required in this Agreement to be given to Insperity Expense Management will be in writing and delivered either by hand, certified or registered mail, overnight courier, or confirmed facsimile, addressed to Insperity Expense Management, Inc., at the address set forth on the last page of this Agreement and to the attention of General Counsel, or to another person or address as may be designated from time to time in writing by Insperity Expense Management. All communications will be deemed received (a) upon actual delivery, if delivered by hand or confirmed facsimile, (b) on the next business day, if properly addressed and sent by overnight courier, or (c) three business days after delivery with the U.S. Postal Service, if properly addressed and sent by certified or registered mail. Insperity Expense Management may send all notices and other communications required in this Agreement to You via the email address used to purchase this Software or such other address on file with Insperity Expense Management.

7.9 GOVERNING LAW. This Agreement shall be exclusively construed, governed and enforced in all respects in accordance with the laws of the State of Texas and any applicable federal laws of the United States of America, without regard to the application of principles of conflicts of laws of any state.

7.10 DISPUTE RESOLUTION AND ARBITRATION. The parties will make diligent efforts through negotiation to settle any disputes arising out of or related to this Agreement, which shall include but not be limited to elevating the issues to their respective upper management levels. Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, not settled by such negotiation shall be settled by final and binding arbitration administered by the American Arbitration Association under its Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The arbitration shall be conducted in Houston, Texas, unless otherwise agreed by the parties. The arbitrators shall apply Texas law. Notwithstanding

the foregoing, the parties may apply to any court of competent jurisdiction in Harris County, Texas, for a temporary restraining order, preliminary injunction, or other interim or conservatory relief, as necessary, without breach of this arbitration provision.

#### 7.11 NONDISCLOSURE AND CONFIDENTIALITY.

Each party may disclose to the other party certain of the disclosing party's Trade Secrets and Confidential Information. For purposes of this Section: "Trade Secrets" means information which derives economic value from not being generally known to or knowable by other persons who can obtain value from its disclosure or use; "Confidential Information" means information, other than Trade Secrets, including but not limited to information, that is of value to its owner and is treated as confidential; "Proprietary Information" means, collectively, Trade Secrets and Confidential Information; "Owner" refers to the party disclosing Proprietary Information; and "Recipient" refers to the party receiving Proprietary Information, whether such disclosure is directly from the Owner or the Owner's employees or agents. Recipient agrees to hold the Proprietary Information in strictest confidence and not to (a) disclose, or cause to be disclosed, any Proprietary Information to any third party (except those of Recipient's officers, directors, employees, consultants, independent auditors and attorneys who have a legitimate "need to know" and who are bound in writing, by provisions at least as restrictive as those herein, or by applicable law to protect the confidentiality thereof), or (b) utilize the Proprietary Information for any purpose other than as expressly contemplated by this Agreement. Customer acknowledges that the Software and Documentation are Proprietary Information and Customer agrees to treat such information as such in accordance with the terms of this Agreement. Trade Secret obligations will continue for so long as such information constitutes a Trade Secret under applicable law. Confidential Information obligations will continue for so long as such information constitutes Confidential Information. The foregoing obligations will not apply to the extent that, at the time received: (a) the information communicated was already known to the Recipient, without obligation to keep such information confidential, as evidenced by contemporaneous written documents; (b) the information communicated was received in good faith from a third party lawfully in possession thereof and having no obligation to keep such information confidential; or (c) the information communicated was or has become publicly known other than by a breach of this Agreement.

7.12 DATA AND THIRD PARTY SHARING. In connection with Insperity Expense Management's Insperity ExpensAble Office, Insperity Expense Management may analyze and share your data with third parties to improve the services and features provided to you by Insperity Expense Management products.

7.13 SITE ACCESS; MONITORING. In connection with Insperity Expense Management's performance of its obligations (including, without limitation, its Support obligations) and the enforcement of Insperity Expense Management's rights under this Agreement, Insperity Expense Management shall have the right to (a) access Customer's premises during Customer's normal working hours, with reasonable prior notice to Customer, and (b) remotely monitor (i) Customer's use of the Software and (ii) Customer's data and information (and that of Customer's employees) that is used by or in the Software.

7.14 NO THIRD PARTY BENEFICIARIES. This Agreement is made solely for the benefit of Insuperity Expense Management and Customer. No third party is intended as a beneficiary of this Agreement.

7.15 HEADINGS. Headings and captions are for convenience only and are not to be used in the interpretation of this Agreement.

7.16 EXPORTS. The parties acknowledge that the Software and all related technical information, Documentation, and materials are subject to export controls under the U.S. Export Administration Regulation. You will (a) comply strictly with all legal requirements established under these controls; (b) cooperate fully with the other party in any official or unofficial audit or inspection that relates to these controls; and (c) not export, re-export, divert, transfer, or disclose, directly or indirectly, any Software or related technical information, document, or material, or direct products thereof, to any country so restricted by the U.S. Export Administration Regulations, as modified from time to time, or to any national or resident thereof, unless Customer has obtained the prior written authorization of Insuperity Expense Management and the U.S. Commerce Department, and any relevant local governmental authority.

7.17 ENGLISH LANGUAGE. This Agreement, originally written in the English language, shall be governed by the English language. In the event any dispute arises with respect to this Agreement, the meanings of all terms and provisions of this Agreement shall be interpreted in their original English form. The governing language of all correspondence related to reporting, negotiation, disputes, arbitration and notice requirements shall be the English language. And the language to be used in rendering all of the Software, Documentation and Services provided under this Agreement shall be English. The parties shall bear their own expenses for having text or other communications translated into the English language.

7.18 DELIVERY, ACCEPTANCE AND INSTALLATION. You acknowledge that all Services and Software offered under this Agreement are made available solely in the United States and subject to the laws of the United States. By Clicking on the “Yes” button during the installation process You acknowledge that the Software and Documentation were delivered by Insuperity Expense Management and accepted by You in the United States and not subject to any foreign laws. You are solely liable for installation of the Software in compliance with this Agreement and specifically Section 7.16.

Insuperity Expense Management, Inc.  
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