Contract Snapshot

Attached is an agreement between Abila, Inc, (Abila) having offices at 10800 Pecan Park Boulevard, Suite 400, Austin, Texas and the Public Building Commission of Chicago (PBC), having its offices at 50 W. Washington, Room 200, Chicago, Illinois, 60602 to provide software licenses, maintenance, and support for MIP.

The following documents are attached and considered the agreement in full:

1. Master End User Agreement (5 pages)
2. Master Service Agreement Terms and Conditions (9 pages)
3. PBC-Specific Scope of Work (4 pages)
4. Service Level Agreement (4 pages).

The terms, conditions, and pricing is contained within the above-outlined documents. The PBC has assigned the contract number as PS2085.
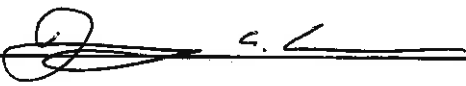
Master End User License Agreement

THIS END-USER LICENSE AGREEMENT ("EULA" OR "AGREEMENT") IS A LEGAL AGREEMENT BETWEEN ABILA, INC. AND ITS AFFILIATES, ("ABILA" OR "WE") WITH OFFICES AT 10800 PECAN PARK BOULEVARD, SUITE 400, AUSTIN, TEXAS 78750 AND PUBLIC BUILDING COMMISSION OF CHICAGO, WITH OFFICES AT 50 W WASHINGTON ST RM 200 CHICAGO IL 60602-1440 ("YOU" OR "LICENSEE"). THIS AGREEMENT GOVERNS ALL SOFTWARE DISTRIBUTED BY OR ON BEHALF OF ABILA. BY DOWNLOADING, INSTALLING, OR USING THE SOFTWARE, YOU AGREE TO BE BOUND BY THE TERMS OF THIS EULA AND ITS EXHIBITS. IF YOU DO NOT AGREE TO THE TERMS OF THIS EULA OR ITS EXHIBITS, YOU MUST NOT DOWNLOAD, INSTALL, OR USE THE SOFTWARE, AND YOU MUST DELETE OR RETURN THE UNUSED SOFTWARE TO THE VENDOR FROM WHICH YOU ACQUIRED IT.

All purchases are subject to Abila's standard terms and conditions located at Abila Terms and Conditions –

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement by their respective duly authorized officers.

Abila, Inc.	Licensee
By: _____	By: _____
Name: _Sellmay A. Cross_	Name: Felicia S. Davis
Title: _CFO_	Title: Executive Director, PBC
Date: _11/8/16_	Date: _11/01/2016_

EXHIBIT A

SERVICE LEVEL AGREEMENT
Hosted Service Level Agreement (SLA)

More information about Abila's Hosted Service Level Agreement and programs is available at
Service Level Agreement, which may be updated from time-to-time, is available at:

Hosted Service Level Agreement

EXHIBIT B

Maintenance and Support Services and Programs

More information about Abila's Maintenance and Support Services and programs is available at Maintenance and Support Services Agreement, which may be updated from time-to-time, is available at http://www.abila.com/support/support-programs/.

The then-current Maintenance and Support Services for the Software include:

Fund Accounting support

Available in Silver or Gold, our support program gives you the software updates and technical expertise you need to keep your accounting system running smoothly. Depending on your plan, you can receive designated and extended support availability, plus discounts for training and conferences.

Maintenance & Support Plans	Silver	Gold
System upgrades and updates	√	√
Community and Support forums	√	√
Knowledgebase	√	√
Phone/Chat/Web support	√	√
Training discount		20%
Abila checks and forms discount		15%
Extended hours with 1-hour callback		√
Designated Support Representative		√
Annual system check		√
Forward Together Conference discount	$100	$200

EXHIBIT C
Software Schedule

This Software Schedule is entered into as of <u>November 1, 2016</u> by and between Abila, Inc., with its principal place of business at 10800 Pecan Park Blvd. Suite 400, Austin, Texas 78750 ("Abila") and <u>Public Building Commission of Chicago</u> with its principal place of business at <u>50 W Washington St Rm 200 Chicago IL 60602-1440</u> ("Licensee").

This Software Schedule provides additional terms and conditions to the Master End User License Agreement, dated <u>November 1, 2016</u> between Abila and Licensee (the "Agreement"). All terms and conditions of the Agreement apply to this Software Schedule and the terms and conditions of this Software Schedule are hereby incorporated by reference into the Agreement. Defined terms used herein but not otherwise defined herein shall have the meanings given such terms in the Agreement. Unless otherwise explicitly specified in this Software Schedule, in the event of a conflict between this Software Schedule and the Agreement, the Agreement shall govern.

1.0 **DESCRIPTION OF SOFTWARE**
The software is a fund accounting product that allows nonprofits to manage their financing and reporting.

2.0 **COMPENSATION AND RENEWAL**

2.1 **License Fees.** License fees for the Hosted Services Subscription License for the Software shall be as follows:

Term	Monthly Subscription Fees
1 year term	Current M&S ($540.75 per month) + $30 named user/month (13 users)
Annual renewals after expiration of initial agreement term	Previous monthly subscription fee plus up to 5% per year

2.2 **Auto-renewal.** The license for the Software shall renew in accordance with the terms outlined in <u>Abila Terms and Conditions</u>.

IN WITNESS WHEREOF, the parties hereto have duly executed this Software Schedule to the by their respective duly authorized officers.
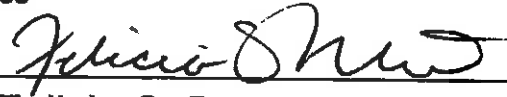
Abila, Inc.

By: _____

Name: _____Jeffrey A. Cull_____

Title: _____CFO_____

Date: _____11/8/16_____

Licensee

By: _____

Name: Felicia S. Davis

Title: Executive Director, PBC

Date: _____11 / 01 / 2016_____

MASTER SERVICES AGREEMENT
TERMS AND CONDITIONS

1. DEFINITIONS

a   "**Application**" means the hosted, online or remote service identified in the Sales Order, including any third party applications.

b.   "**Customer**" means the end user customer as identified in the Abila proposal and/or Sales Order.

c.   "**Customer Data**" means the data inputted by Customer or its Users for the purpose of using an Application or facilitating Customer's use of an Application.

d.   "**Documentation**" means user documentation that describes the principles of the operation or functionality of the applicable Application and that are embedded with such Application (e.g., on-line help files).

e.   "**Hosted Services Perpetual License**" means a perpetual license to use and access Application that is hosted, online or remote software (e.g. "software-as-a-service" and "cloud-based" offerings) that may be locally installed on your system.

f   "**Hosted Services Subscription License**" means a time-limited subscription license to use and access Application that is hosted, online or remote software (e.g. "software-as-a-service" and "cloud-based" offerings) that may be locally installed on your system.

g   "**Maintenance Services**" means ongoing maintenance and technical support services for the applicable Application, as further described herein.

h   "**Professional Services**" means all software implementation, training, configuration, data migration, consulting and professional services performed by or on behalf of Supplier for Customer pursuant to this Agreement.

i   "**Services**" means each Application, Maintenance Services and Professional Services, collectively.

j.   "**Term**" means the term of the Agreement as set forth in The Sales Order or as otherwise set forth in this Agreement and any Renewal Terms (if applicable).

k   "**Users**" means individuals who are authorized by Customer to use the applicable Application and who have been supplied Supplier-issued user identifications and passwords by Customer. "Users" may include but is not limited to Customer employees, consultants, contractors and agents.

2. USE OF THE APPLICATION

a   Type of Application. Customer shall have the right use an Application only during the applicable Term specified in the Sales Order.

b.   Use of the Application. Subject to the terms and conditions of this Agreement, Supplier hereby grants to Customer and Customer hereby accepts:

(i)   For a Hosted Services Perpetual License, a limited, non-exclusive, non-transferable, worldwide, non-sublicensable, fee bearing license to use the Application hosted by Abila solely for your internal business operations. Abila will provide hosted Application to the standards stated in the Service Level Agreement located at Abila SLA ("SLA"), as updated from time to time, for the Term. For avoidance of doubt, Customer may only use the Application for its own internal business purposes and not on behalf of a third party.

(ii)   For a Hosted Services Subscription License, a time-limited subscription, non-exclusive, non-transferable, worldwide, non-sublicensable, fee bearing license to use the Application hosted by Abila solely for your internal business operations. Abila will provide hosted Application to the standards stated in the SLA, as updated from time to time, for the Term. For avoidance of doubt, Customer may only use the Application for its own internal business purposes and not on behalf of a third party.

c   Use of the Documentation. Subject to the terms and conditions of this Agreement, Supplier hereby grants to Customer and Customer hereby accepts from Supplier a limited, non-exclusive, revocable, non-transferable (except as permitted in Section 13.b (Assignability)), non-sublicensable license during the applicable Term to reproduce, without modification, and internally use a reasonable number of copies of the Documentation solely in connection with Users' use of the applicable Application in accordance with this Agreement.

d   Use Limitations. Customer's right to use each Application is subject to and contingent upon Customer's compliance with the limitations on Customer's use of such Application specified in this the Sales Order and otherwise as set forth in this Agreement.

e   Audit. Customer shall permit Supplier to audit Customer's use of each Application. Such audit may be conducted no more than once per year, at Supplier's expense, and this right will be exercised with reasonable prior notice, in such a manner as not to interfere with Customer's normal conduct of business. If any of the audits

referred to herein reveal that Customer has underpaid any Services fees to Supplier, Customer shall pay to Supplier an amount equal to such underpayment within 30 business days of the date of the relevant audit.

f   Reservation of Rights. Supplier and its licensors retain all right, title, and interest to all software, products, works, and other intellectual property created, used, or provided by Supplier for the purposes of this Agreement, including, but not limited to, each Application and all Documentation. Supplier shall own all right, title, and interest in and to all modifications or derivatives of, and improvements to, each Application and all Documentation and any other part of the Services (created by either party). Customer hereby makes all assignments necessary to provide Supplier the ownership rights set forth in the preceding sentence.

g   Customer Data. Supplier hereby acknowledges and agrees that all rights, title and interest in and to Customer Data are and shall remain the property of Customer and all intellectual property rights including copyright, trademark, and trade secret rights in Customer Data are and will remain the property of Customer. Customer hereby grants to Supplier, throughout the term of this Agreement and after the term as necessary for any of Supplier's post- termination obligations to Customer, the necessary rights or license to use, reproduce, promote, distribute, modify, publicly display and perform, cache, and transmit Customer Data via the applicable Application solely as necessary for the purposes of this Agreement. Without limiting any of Customer's obligations under an SOW (as defined in Section 5), Customer shall provide Supplier, in the form and format and on the schedule specified by Supplier, all Customer Data reasonably required for Supplier's performance hereunder.

h   Feedback. If Customer provides any feedback to Supplier concerning the functionality and performance of an Application (including identifying potential errors and improvements), Customer hereby assigns to Supplier all right, title, and interest in and to the feedback, and Supplier is free to use the feedback without payment or restriction.

3.   CUSTOMER'S RESPONSIBILITIES

a   Account Credentials. Customer will receive an initial administrator logon user identification, password, and web address (URL) for a private website through which Customer will use each Application. The administrator logon user identification will be used by Customer or Customer's designee to create and modify all other logon accounts for access to each Application. Customer is solely responsible for maintaining the confidentiality of the administrator and User logon user identifications, passwords and account information.

b   Compliance and Use. Customer shall (i) be responsible for Users' compliance with this Agreement, (ii)

be solely responsible for the accuracy, quality, integrity and legality of Customer Data and of the means by which Customer acquired Customer Data, (iii) use commercially reasonable efforts to prevent unauthorized access to or use of each Application and all Documentation and immediately notify Supplier in writing of any such unauthorized access or use or violation by Customer or its Users of this Agreement, (iv) use each Application only in accordance with the Documentation and (v) use each Application and all Documentation in compliance with all applicable laws and government regulations, including, but not limited to, laws related to privacy (whether applicable within the United States, the European Union, or otherwise), intellectual property, consumer and child protection, obscenity, libel and defamation. If there is unauthorized use of any Application or Documentation by anyone who obtained access to such Application or Documentation directly or indirectly through Customer, Customer will take all steps reasonably necessary to terminate the unauthorized use. Customer will cooperate and assist with any actions taken by Supplier to prevent or terminate unauthorized use of each Application or any Documentation. Customer shall not (1) make the Services available to anyone other than Users, (2) use the Applications to store or transmit infringing, libelous, or otherwise unlawful or tortious material, or to store or transmit material in violation of third-party privacy rights, (3) use the Services to store or transmit malicious code, (4) interfere with or disrupt the integrity or performance of the Services or third-party data contained therein, or (5) attempt to gain unauthorized access to the Applications or their related systems or networks. Supplier shall have the right to disable access to or otherwise remove any content that is in violation of this Section 3(d) or that is the subject of a claim by a third party may be in violation of this Section 3(d), which shall include claims that the content includes copyrighted or otherwise protected or confidential information, that the content includes defamatory, libelous or other actionable content.

c   Cookies. Certain Applications, and to the extent applicable, Customer websites that employ Applications, utilize "cookies" as part of the functionality of the Application. These cookies may be session cookies, which disappear when the end user closes the browser, or persistent cookies, which remain after the browser is closed and used on subsequent visits to your website. The end user must review his/her browser "Help" file to learn the proper way to modify the browser cookie settings. Customer agrees that it is solely responsible for providing all appropriate and legally-required disclosures to its customers or end users pertaining to the use and removal of cookies.

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d. Restrictions. Except as otherwise explicitly provided in this Agreement or as may be expressly permitted by applicable law, Customer shall not, and will not permit or authorize third parties to:

i. attempt to copy, modify, duplicate, create derivative works from, frame, mirror, republish, download, display, transmit, or distribute all or any portion of the Applications or Documentation in any form or media or by any means; or attempt to reverse compile, disassemble, reverse engineer or otherwise reduce to human-perceivable form all or any part of the Applications; or

ii. access all or any part of the Applications or Documentation in order to build a product or service that competes with the Services or the Documentation;

iii. license, sell, rent, lease, transfer, assign, distribute, display, disclose, or otherwise commercially exploit the Applications or Documentation, or otherwise make the Applications or Documentation available to any third party (e.g., as a service bureau) except the Users; or

iv. circumvent or disable any security or other technological features or measures of the Applications.

4. MAINTENANCE SERVICES

For so long as Customer is current with its payment of the fees specified in the Sales Order, and for so long as Supplier continues to make each Application generally available to its customers, Supplier will use reasonable efforts to provide Customer with the Maintenance Services for each Application as specified in the then-current service level agreement set forth at Abila SLA (the "SLA"). Customer hereby acknowledges that it will read the SLA prior to using each Application and consents to being bound by its terms and conditions. Supplier may update the SLA from time to time by posting a revised SLA to Supplier's website.

5. PROFESSIONAL SERVICES

Customer is solely responsible for deploying the Application for operation (i.e., installation, configuration, testing, etc.) unless Customer has contracted to have Abila perform specific deployment services pursuant to this Agreement. For each request for Professional Services hereunder, the parties shall in good faith negotiate statements of work (each, an "SOW"), each of which shall be deemed a part of this Agreement. An SOW may be a separate document executed by the parties or may be incorporated into a Sales Order. Each SOW will specify the scope of work and specific terms of the project(s) to be performed by Abila. Abila shall own all IP developed pursuant to this Agreement except that each party retains its own pre-existing IP, and any enhancements, modifications,

derivatives thereto or improvements thereof. Abila grants to Customer a perpetual, non-exclusive license to use any deliverables resulting from an SOW for its internal use only and to make a reasonable number of copies of such deliverables for its internal use only. Travel expenses, including reasonable transportation, lodging, and meal expenses incurred in relation to the provision of pre-approved Professional Services will be reimbursed by Customer and are in addition to the specified Professional Services fees. The normal work hours for Abila's consultants are approximately 9.00AM to 5:00PM (Customer's local time) or similar times mutually agreed to by Customer and Abila. The normal workday for Abila's consultants is 8 hours. Work beyond 8 hours per day which is requested by Customer will be billed to Customer at the daily Professional Services rate then in effect, prorated hourly, per consultant. If Customer cancels a Professional Services visit less than a week prior to the scheduled visit, Customer will pay will pay 20% of the total consulting fee and all travel (such as hotel, flight) cancellation costs. This fee will not be credited towards a later Professional Services visit.

6. PAYMENT AND FEES

a. **Fees.** Customer will pay Supplier the fees and any other amounts owing under this Agreement, plus any applicable sales, use, excise, or other taxes. Fees are based on Services purchased and not on actual usage. All amounts payable under this Agreement are denominated in U.S. dollars, and Customer will pay all such amounts in U.S. dollars.

b. **Renewal Fees.** Supplier will give Customer at least thirty (30) days notice (which may be by email) of any proposed increase in the Service fees or any new charges and fees prior to the end of the applicable Initial Term (as defined in Section 7.a) or any Renewal Term (as defined in Section 7.a). Customer will only be entitled to discounts granted for a multi-year commitment if the applicable Renewal Term is for a period equal or greater than the then-current term (i.e., the Initial Term or then-current Renewal Term, as applicable). Service fees for Renewal Terms will be based on the then-current list price for the applicable Service. Supplier agrees that service fees for Renewal Terms shall not increase by greater than 5% from the immediately preceding Term. Marketing and other one- time discounts will not be applicable to the fees charged under any Renewal Term.

c. **Invoices and Payment Terms.** Except as otherwise provided in the Sales Order, the fees relating to access to each Application (including fees for Hosted Services Subscription Licenses) for the Initial Term will be invoiced upon execution of the Agreement and, for each Renewal Term, at the commencement of such Renewal Term. Fees for Professional Services will be invoiced upon execution of the applicable SOW, unless otherwise specified in such

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SOW. All invoices shall be due and payable upon receipt. When Customer provides credit card information, Customer authorizes Supplier to charge such credit card for all Services for the Initial Term and all Renewal Terms in accordance with this Agreement.

d.   Late Payments. Any amount not paid within 10 days of the due date will be subject to finance charges equal to 1.5% of the unpaid balance per month or the highest rate permitted by applicable usury law, whichever is less, determined and compounded daily from the date due until the date paid. If Customer believes that Supplier has billed Customer incorrectly, Customer must notify Supplier thereof (in writing) no later than 15 days after the date of the invoice, otherwise the amount invoice shall be conclusively deemed correct by the parties.

e.   Taxes. Other than net income taxes imposed on Supplier, unless Customer provides Supplier with a valid tax exemption or a properly completed direct pay certificate, Customer will bear all taxes, duties, and other governmental charges (collectively, "taxes") resulting from this Agreement. Customer will pay any additional taxes as are necessary to ensure that the net amounts received by Supplier after all such taxes are paid are equal to the amounts that Supplier would have been entitled to in accordance with this Agreement as if the taxes did not exist, regardless of whether such taxes were included on the initial applicable invoice to Customer.

7.   TERM, RENEWAL AND TERMINATION

a.   Agreement Term. This Agreement will commence upon the Effective Date and continue until the Term as set forth in the Sales Order, unless this Agreement is terminated earlier as set forth herein (the "Initial Term"). If no such Initial Term is indicated in the Sales Order, the initial term shall be for one year. The Term will automatically renew for successive periods of one year (each, a "Renewal Term") unless a party provides the other party written notice 30 days in advance of the expiry of the Initial Term or then-current Renewal Term, as applicable, of its desire to not renew the Agreement. After the initial term, Customer will have the right to terminate this agreement upon 90 days written notice.

b.   SOW Term. Each SOW will be in effect for the time period specified on the applicable SOW.

c.   Termination for Material Breach. Either party may terminate this Agreement or an SOW if the other party does not cure its material breach of this Agreement within 30 days of receiving written notice of the material breach from the non-breaching party. Termination of this Agreement will terminate any then-outstanding SOWs. Termination in accordance with this Section 7.c will take effect when the breaching party receives written notice of termination from the non-breaching party, which notice must not be delivered until the breaching party has failed to cure its material breach during the 30-day cure period. If Customer fails to timely pay any fees, Supplier may, without

limitation to any of its other rights or remedies, suspend performance of all Services for Customer until Supplier receives all amounts due. In the event of termination as a result of Customer's failure to comply with any of its obligations under this Agreement, Customer shall continue to be obligated to pay for fees owed for the Term of the Agreement and shall not receive any refund for fees already paid.

d.   Transition Assistance. Following the termination of this Agreement, provided customer makes a written request within 14 days before the effective date of termination and subject to then-current Professional Service fees on a time and materials basis, Supplier will provide transition assistance, which will include, to the extent practicable, an export of Customer Data from the applicable Application.

e.   Post-Termination Obligations. If this Agreement is terminated for any reason, (i) Customer will pay to Supplier any fees or other amounts that have accrued prior to the effective date of the termination, (ii) any and all liabilities accrued prior to the effective date of the termination will survive, and (iii) except with respect to an on-premises perpetual license, Customer will provide Supplier with a written certification signed by an authorized Customer representative certifying that all use of the applicable Application and Documentation has been discontinued.

f.   Survival. Sections 2.e (Audit), 2.f (Reservation of Rights), 2.g (Customer Data), 2.h (Feedback), 3 (Customer's Responsibilities), 6.a (Fees). 6.c (Invoices and Payment Terms), 6.d (Late Payments), 6.e (Taxes), 7 (Term, Renewal and Termination), 8 (Confidentiality), 9.b (Disclaimer), 11 (Limitations of Liability) and 13 (General) shall survive the termination of this Agreement.

8.   CONFIDENTIALITY

a.   Definition. As used herein, "Confidential Information" means all confidential information disclosed by or otherwise obtained from a party ("Disclosing Party") to or by the other party ("Receiving Party"), whether orally, visually or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure. Customer's "Confidential Information" includes Customer Data; Supplier's "Confidential Information" includes each Application, all Documentation and the product of all Services and Supplier's financial, security, architectural or similar information; and "Confidential Information" of each party shall include the terms and conditions of this Agreement and each SOW, as well as business and marketing plans, technology and technical information, product plans and designs, and business processes disclosed by or on behalf of such party. However, "Confidential Information" does not include any information that (i) is or becomes generally known to the public without breach of any obligation owed to the Disclosing Party, (ii) was known to the Receiving Party prior to its disclosure by the Disclosing Party without

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breach of any obligation owed to the Disclosing Party, (iii) is received from a third party without breach of any obligation owed to the Disclosing Party, or (iv) was independently developed by the Receiving Party.

b. <u>Protection of Confidential Information</u>. Except as otherwise permitted in writing by the Disclosing Party, the Receiving Party shall (i) use the same degree of care that it uses to protect the confidentiality of its own confidential information of like kind (but in no event less than reasonable care) not to disclose or use any Confidential Information of the Disclosing Party for any purpose outside the scope of this Agreement, and (ii) limit access to Confidential Information of the Disclosing Party to those of its employees, contractors and agents who need such access for purposes consistent with this Agreement and who have signed confidentiality agreements with the Receiving Party containing protections no less stringent than those herein. Notwithstanding the foregoing, Supplier is also permitted to disclose Confidential Information of Customer on a need to know basis to employees, contractors and agents of its direct and indirect parents, subsidiaries and sister entities. The Receiving Party may disclose Confidential Information of the Disclosing Party if it is compelled by law to do so, provided the Receiving Party gives the Disclosing Party prior notice of such compelled disclosure (to the extent legally permitted) and reasonable assistance, at the Disclosing Party's cost, if the Disclosing Party wishes to contest the disclosure. If the Receiving Party is compelled by law to disclose the Disclosing Party's Confidential Information as part of a civil proceeding to which the Disclosing Party is a party, and the Disclosing Party is not contesting the disclosure, the Disclosing Party will reimburse the Receiving Party for its reasonable cost of compiling and providing secure access to such Confidential Information.

9. WARRANTIES AND DISCLAIMER

a. <u>Warranties</u>. Each party represents and warrants to the other that: (a) this Agreement has been duly executed and delivered and constitutes a valid and binding agreement enforceable against such party in accordance with its terms; and (b) no authorization or approval from any third party is required in connection with such party's execution, delivery, or performance of this Agreement.

b. <u>Disclaimer</u>. EXCEPT AS SET FORTH IN SECTION 9.a (Warranties), EACH APPLICATION, ACCESS THERETO, THE DOCUMENTATION AND ANY SERVICES PROVIDED HEREUNDER ARE PROVIDED ON AN "AS IS" BASIS, AND SUPPLIER AND ITS AFFILIATES AND AGENTS (A) DO NOT MAKE, AND HEREBY EXPRESSLY DISCLAIM, ANY AND ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY, NONINFRINGEMENT, FITNESS FOR A PARTICULAR

PURPOSE, TITLE, QUALITY, ACCURACY AND ANY WARRANTIES ARISING FROM COURSE OF DEALING, USAGE, OR TRADE PRACTICE; (B) DO NOT WARRANT THAT ACCESS TO ANY APPLICATION WILL BE UNINTERRUPTED, ERROR-FREE, OR SECURE, OR THAT ANY INFORMATION, SOFTWARE, OR OTHER MATERIAL ACCESSIBLE OR PROVIDED THROUGH ANY APPLICATION IS ACCURATE, COMPLETE OR FREE OF VIRUSES OR OTHER HARMFUL CONTENTS OR COMPONENTS; (C) SHALL IN NO EVENT BE LIABLE TO CUSTOMER OR ANYONE ELSE FOR ANY INACCURACY, ERROR OR OMISSION IN, OR LOSS, INJURY OR DAMAGE (INCLUDING LOSS OF DATA) CAUSED IN WHOLE OR IN PART BY, OR FAILURES, DELAYS OR INTERRUPTIONS OF ANY APPLICATION, DOCUMENTATION OR SERVICES. SUPPLIER EXERCISES NO CONTROL OVER AND EXPRESSLY DISCLAIMS ANY LIABILITY ARISING OUT OF OR BASED UPON THE RESULTS OF CUSTOMER'S USE OF ANY APPLICATION, DOCUMENTATION OR SERVICES. SOME JURISDICTIONS MAY NOT ALLOW THE EXCLUSION OR LIMITATION OF CERTAIN WARRANTIES. IN SUCH JURISDICTIONS, SUPPLIER'S LIABILITY SHALL BE LIMITED TO THE MAXIMUM EXTENT PERMITTED BY LAW.

10. MUTUAL INDEMNIFICATION

a. <u>Indemnification by Supplier</u>. Supplier shall defend Customer against any claim, demand, suit, or proceeding ("**Claim**") made or brought against Customer by a third party alleging that the use of any Application as permitted hereunder infringes or misappropriates the intellectual property rights of a third party, and shall indemnify Customer for any damages finally awarded against Customer, and for reasonable attorney's fees incurred by, Customer in connection with any such Claim; provided, that Customer (i) promptly gives Supplier written notice of the Claim; (ii) gives Supplier sole control of the defense and settlement of the Claim (provided that Supplier may not settle any Claim unless the settlement unconditionally releases Customer of all liability); and (iii) provides to Supplier all reasonable assistance, at Supplier's expense.

b. <u>Exclusions from Obligations</u>. Supplier will have no obligation under this Section 10 for any infringement or misappropriation to the extent that it arises out of or is based upon (i) use of an Application in combination with other products or services if such infringement or misappropriation would not have arisen but for such combination; (ii) use of an Application by Customer for purposes not intended or outside the scope of the license granted to Customer; (iii) Customer's failure to use an Application in accordance with instructions provided by Supplier, if the infringement or misappropriation would not have occurred but for such failure; or (iv) any modification of an Application not made or authorized in writing by

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Supplier where such infringement or misappropriation would not have occurred absent such modification.

c. Mitigation of Infringement Action. If Customer's use of any Application is, or in Supplier's reasonable opinion is likely to become, enjoined or materially diminished as a result of a proceeding arising under Section 10.a (Indemnification by Supplier), then Supplier will either: (i) procure the continuing right of Customer to use the Application; (ii) replace or modify the Application in a functionally equivalent manner so that it no longer infringes; or if, despite its commercially reasonable efforts, Supplier is unable to do either (i) or (ii), Supplier will (iii) terminate Customer's right with respect to the Application and refund to Customer all unused Fees pre-paid by Customer with respect to such Application.

d. Limited Remedy. This Section 10 states Supplier's sole and exclusive liability, and Customer's sole and exclusive remedy, for the actual or alleged infringement or misappropriation of any third party intellectual property right by any Application.

e. Indemnification by Customer. Customer shall defend Supplier against any Claim made or brought against Supplier by a third party alleging that Customer Data, or Customer's use of the Services in violation of this Agreement, infringes or misappropriates the intellectual property rights of a third party or violates applicable law, and shall indemnify Supplier for any damages finally awarded against, and for reasonable attorney's fees incurred by, Supplier in connection with any such Claim; provided, that Supplier (i) promptly gives Customer written notice of the Claim; (ii) gives Customer sole control of the defense and settlement of the Claim (provided that Customer may not settle any Claim unless the settlement unconditionally release Supplier of all liability); and (iii) provides to Customer all reasonable assistance, at Customer's expense.

11. LIMITATIONS OF LIABILITY

a. Disclaimer of Indirect Damages. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS AGREEMENT, SUPPLIER WILL NOT HAVE ANY LIABILITY TOWARDS CUSTOMER FOR ANY DAMAGES CAUSED BY (i) THE USE OR INABILITY TO USE ANY APPLICATION, DOCUMENTATION OR SERVICE, (ii) THE COST OF PROCUREMENT OF SUBSTITUTE GOODS AND SERVICES, (iii) ACCURACY OF DATA TRANSFERRED TO ANY OTHER SOFTWARE OR SERVICE, OR (iv) INSTANCES IN WHICH CUSTOMER DATA STORED OR COMMUNICATED THROUGH ANY APPLICATION IS ACCESSED BY THIRD PARTIES THROUGH ILLEGAL OR ILLICIT MEANS; INCLUDING WITHOUT LIMITATION SITUATIONS IN WHICH CUSTOMER DATA IS ACCESSED

THROUGH THE EXPLOITATION OF SECURITY GAPS, WEAKNESSES OR FLAWS THAT MAY EXIST. EXCEPT FOR LIABILITY ARISING OUT OF BREACHES OF SECTION 8 (CONFIDENTIALITY), IN NO EVENT SHALL EITHER PARTY HAVE ANY LIABILITY TO THE OTHER PARTY FOR LOST PROFITS OR REVENUES, OR FOR ANY INDIRECT, SPECIAL, EXEMPLARY, INCIDENTAL, CONSEQUENTIAL, COVER OR PUNITIVE DAMAGES HOWEVER CAUSED, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY, AND WHETHER OR NOT THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING DISCLAIMER SHALL NOT APPLY TO THE EXTENT PROHIBITED BY APPLICABLE LAW.

b. Cap on Liability. EXCEPT FOR LIABILITY ARISING OUT OF BREACHES OF SECTION 8 (CONFIDENTIALITY), IN NO EVENT SHALL EITHER PARTY'S AGGREGATE, CUMULATIVE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY, EXCEED THE TOTAL AMOUNT OF FEES PAID BY CUSTOMER HEREUNDER OR, WITH RESPECT TO ANY SINGLE INCIDENT, THE AMOUNT PAID BY CUSTOMER HEREUNDER IN THE ONE YEAR PRECEDING THE INCIDENT. THE FOREGOING SHALL NOT LIMIT CUSTOMER'S PAYMENT OBLIGATIONS UNDER SECTIONS ENTITLED "PAYMENT AND FEES" AND "TERM, RENEWAL AND TERMINATION".

c. Independent Allocations of Risk. EACH PROVISION OF THIS AGREEMENT THAT PROVIDES FOR A LIMITATION OF LIABILITY, DISCLAIMER OF WARRANTIES, OR EXCLUSION OF DAMAGES IS TO ALLOCATE THE RISKS OF THIS AGREEMENT BETWEEN THE PARTIES. THIS ALLOCATION IS REFLECTED IN THE PRICING OFFERED BY SUPPLIER TO CUSTOMER AND IS AN ESSENTIAL ELEMENT OF THE BASIS OF THE BARGAIN BETWEEN THE PARTIES. EACH OF THESE PROVISIONS IS SEVERABLE AND INDEPENDENT OF ALL OTHER PROVISIONS OF THIS AGREEMENT. THE LIMITATIONS IN THIS SECTION 11 WILL APPLY NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY IN THIS AGREEMENT.

12. INSURANCE

Supplier shall, at its own cost and expense, procure and maintain in full force and effect during the term of this Agreement, policies of insurance, of the types and in the minimum amounts stated herein, with responsible insurance carriers duly qualified in those states (locations)

where the Services are to be performed, covering the operations of Service Provider, pursuant to this Agreement.

TYPES OF INSURANCE LIMITS OF LIABILITY (Minimum Amounts)

- Commercial General Liability Insurance: $1,000,000 per occurrence, $2,000,000 aggregate.

- Excess Liability (Umbrella) insurance: $2,000,000 per occurrence, $2,000,000 aggregate

- Except in jurisdiction where not applicable, Workers' Compensation and Employer's Liability: $1,000,000 per accident

- Business Automobile Liability Insurance including coverage for owned, hired, and non-owned vehicles with a combined single limit including bodily injury and property damage of not less than $1,000,000 each accident;

- Professional Errors and Omissions Insurance: $3,000,000 per occurrence

13. GENERAL

a   Relationship. Supplier will be and act as an independent contractor (and not as the agent or representative of Customer) in the performance of this Agreement.

b.   Assignability. Neither party may assign performance of this Agreement or any of its rights or delegate any of its duties under this Agreement without the prior written consent of the other. Notwithstanding the preceding sentence, each party may assign this Agreement without the other party's prior written consent in the case of a merger, acquisition or other change of control, and in such event this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

c.   Subcontractors. Supplier may utilize a subcontractor or other third party to perform its duties under this Agreement so long as Supplier remains responsible for all of its obligations under this Agreement.

d   Notices. All notices to a party shall be in writing to the appropriate party at the address set forth on the signature page of this Agreement, and shall be made either via email to the extent expressly permitted to be sent by email as set forth in this Agreement), conventional mail, overnight courier or facsimile. Notice sent via conventional mail, using registered mail, shall be deemed received four business days after mailing. Notice sent via email (to the extent expressly permitted) or facsimile or overnight courier shall be deemed received the second day after having been sent. Supplier may broadcast notices or messages through the applicable Application or by posting notices or messages on Supplier's web site to inform

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Customer of changes to the Services, or other matters of importance; Supplier shall inform Customer of such broadcast by e-mail addressed to Customer's system administrator. Either party may change its address for receipt of notice by notice to the other party in accordance with this Section 13.d.

e. Force Majeure. Neither party shall be liable in damages or have the right to terminate this Agreement or SOW for any delay or default in performing hereunder if such delay or default is caused by conditions beyond its control including but not limited to acts of God, government restrictions (including the denial or cancellation of any export of other necessary license), wars, insurrections and/or any other cause beyond the reasonable control of the party whose performance is affected (including mechanical, electronic, internet service provider or communications failure).

f Dispute Resolution. Any and all disputes, controversy or claims related to or arising in connection with this Agreement shall first be referred to the Chief Financial Officers of each of the parties for an informal resolution. If this informal resolution does not resolve the dispute within 30 days, the parties hereto agree to submit the dispute to binding arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association ("AAA") then in effect. This provision shall not limit either party's right for interim judicial relief, such as an injunction, an order of eviction, or similar actions. Any such arbitration shall proceed in accordance with the laws of the State of Illinois and the venue of any such Arbitration shall be held in Chicago, Illinois. Within ten calendar days after the arbitration demand is served upon a party, the parties must jointly select an arbitrator with at least five years' experience in that capacity. If the parties do not agree on an arbitrator within ten calendar days, a party may petition the AAA in order to appoint an arbitrator. The decision of the arbitrator shall be final and binding and no party shall have rights of appeal. Each party shall bear its own costs and fees in connection with the arbitration, however, the arbitrator shall have the power to order one party to contribute to the reasonable costs and expenses of the other party, or to pay all or any portion of the costs of the arbitration.

g Waiver. The waiver by either party of any breach of any provision of this Agreement does not waive any other breach. The failure of any party to insist on strict performance of any covenant or obligation in accordance with this Agreement will not be a waiver of such party's right to demand strict compliance in the future, nor will the same be construed as a novation of this Agreement.

h Severability. Should any term and condition hereof be declared illegal or otherwise unenforceable, it shall be severed from the remainder of this Agreement without affecting the legality or enforceability of the remaining portions.

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i.   Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. For purposes of executing this Agreement, a facsimile copy or a ".pdf" image delivered via email of an executed copy of this Agreement will be deemed an original.

j.   Entire Agreement. This Agreement, Sales Order and any applicable SOW's, if any, constitutes the entire agreement between the parties hereto regarding Customer's use of each Application and receipt of all Services and supersedes and replaces all prior agreements, representations, warranties, statements, promises, information, arrangements and understandings, whether oral or written, express or implied, with respect to the subject matter hereof. In the event of conflict between the terms of any SOW or the SLA and the terms herein with regard to the subject matter of this provision, the terms of this Agreement will prevail. These terms and conditions apply to future purchases of products and services by Customer from Supplier. No usage of trade or other regular practice or method of dealing between the parties will be used to modify, interpret, supplement, or alter the terms of this Agreement. This Agreement may be changed only by a written agreement signed by an authorized agent of the party against whom enforcement is sought or as set forth in Sections 4 (Maintenance). Supplier will not be bound by, and specifically objects to, any term, condition, or other provision that is different from or in addition to this Agreement (whether or not it would materially alter this Agreement) that is proffered by Customer in any receipt, acceptance, confirmation, correspondence, or otherwise, unless Supplier specifically agrees to such provision in writing and signed by an authorized agent of Supplier.

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Contact Information

Organization Name	Public Building Commission of Chicago	**Contact Telephone**	312 744 9250
Contact Name	Frank Rico	**Contact email**	Francisco.Rico@cityofchicago.org
Sales Contact	Amy Vanek	**Current Customer (Y/N)**	Yes
Sales email	Amy.Vanek@abila.com	**Customer Number**	11620
Sales Fax	866-304-7307	**Current M&S Renewal Month**	
MIP Advance Fund Accounting ☒		**Abila Fundraising 50 (to cloud)** ☐	
Which version are you currently using?		**Which version are you currently using?**	
Number of MIP Databases	1	**Number of Abila FR50 Databases**	
Number of Named users accessing MIP Fund Accounting	13	**Number of Named users accessing Abila FR50**	
Number of Lite (Exec View/EREQ) users accessing MIP Fund Accounting	0		
Desired Go Live Date		**Project Manager**	Randy Atwell
Actual Go Live Date		**Project Mgr email**	Randy.Atwell@Abila.com

Terms and Conditions

1. This Statement of Work ("SOW") terminates the current agreement for MIP Advance software by and between <u>Public Building Commission of Chicago</u> ("You" or "Licensee") and Abila, Inc. ("Abila").
2. Subject to the terms of this SOW, the MIP Advance software (the "Software") is licensed to you as a Hosted Services Subscription License under the terms of the Abila Master End User License Agreement ("EULA") attached. Support Services are provided under the terms of the EULA.
3. The License Term shall be <u>12 months</u> beginning on <u>November 1, 2016</u> and ending on <u>October 31, 2017</u>.
4. If you have a perpetual license to the software that was in effect as of the date of this SOW, you may terminate the Hosted Services Subscription License for the Software after a period of 12 months (initial term) and reinstate your perpetual license for a fee of $500. Your obligations will be as follows:
   a. You are responsible for upgrading to the most recent version of the Software, as well as the most recent version of SQL, and conducting the installation of the back-up on your local machines; and
   b. You will be provided the newest version of the Software upon resuming payment of Maintenance and Support Services fees.

Client services

The Abila Client services team will be responsible for configuring your Abila Online database(s) and user access. This setup includes the following:
- Uploading of existing Abila MIP Fund Accounting and/or Abila Fundraising 50 database(s)
- Creation of active directory users for all names supplied (Windows Network Authentication is required)
- Basic printer access testing

The Abila Client Services and Support teams are not responsible for network connectivity, configuration, security ports and firewall access, or advanced network troubleshooting.

Broadband Connectivity Information

Do you certify that all locations with access to the Abila Hosted site (Abila Online) have at least 80 KB per second or greater connection _____ speed? (initial in box)

Note: connection speed and bandwidth capacity play a critical role in your successful access to Abila Online. Please check with your IT staff and internet service provider to verify your connection speeds and capacity.

abila
INSPIRE POSSIBILITY.

MIP Advance Upgrade Statement of Work

Total Costs and Account Notes

Total # of Databases being setup	Total # of Named Users being setup (MIP, FR50, etc.)	Total # of Named MIP Advance Users	Total # of Exec View or eReq Users	Total # of Additional cloud users (non MIP)
1	13	13	0	0

Current annual **MIP** M&S divided by 12	$540.75		

		Notes:
Total Setup Costs:	$1,655	• Managed Hosting for Abila MIP Advance Fund Accounting based on a 1 year monthly hosting contract.
Total Monthly MIP Advance Cost (Monthly MIP M&S plus $30 named user/month)	$930.75	• Advance contract cost for the first year to be Maintenance and Support (M&S) cost ($540.75 per month) plus $30/named user/month (13 users)
Additional monthly cloud user fee (non MIP Advance)	$0.00	

*Note: Additional solutions **or services that are needed outside of the scope** of this statement of work or after the final delivery would be priced based upon list rates at that future date rather than any rates associated with this upgrade promotion. Please contact your Abila Customer Account Manager at **866-564-2378** for any changes to your hosting account.

The following documents are needed to process your hosting order:

- This completed Statement of Work
- User Configuration Spreadsheet
- Credit Card/ACH Form
- Signed Subscription Summary and Master End User License Agreement

I do hereby agree to all of the above information, requirements, and costs. Should a change occur, a new form will be submitted to my Customer Account Manager and Project Manager, with the most current information available. Any additional setup charges, users, data restoration/backups, or other related client services will be billed separately.

Authorized Contact Name: Felicia S. Davis, Executive Director

Authorized Contact Signature: _Felicia Davis_

Date: 11 / 01 / 2016

The following components of the Abila Hosted Services are covered by this SLA:

SECTION	COMPONENT	DESCRIPTION
1	System Outages	System outages resulting in impaired access to the hosted system
2	Backup & Restore	Backup and restore procedures and response times.
3	System Availability	Availability of hosted system to Abila Hosted Services customer and Authorized Users
4	Limitations	Limitations on credits due to Abila Hosted Services customer

1.   SYSTEM OUTAGES.

1.1   Support Requests. Abila will provide standard support for Abila Hosted Services during Business Hours. In the event of a system <u>outage or impairment</u>, you may notify Abila emergency support, between 7 AM and 11 PM Central Standard Time Monday through Friday excluding federal public holidays, by contacting the on-call technical staff at 512-810-8365. Any non-system outage or impairment calls made to this number will be subject to a misuse fee that will be applied to your next monthly bill. For all other application issues or general support questions, please see the Support contact information at www.abila.com/support.

1.2   Response Times. Abila will respond to your Abila Hosted Services support requests within the following time frames:

Severity Level	Example	Response Time
Emergency: The Service is down	You cannot access the service from the public Internet.	Within 30 minutes
Urgent: The Service is functioning improperly or at less than optimal performance	The Service is accessible but in a reduced state (timeouts or slow response)	Within 90 minutes

1.3   Exclusions. This SLA is for unscheduled system outages (as defined above) only and does not cover application support for the Product. This SLA also excludes connectivity issues that are caused by your infrastructure, acts of nature, or any other circumstance preventing connectivity that is out of the control of Abila or its partners.

1.4   Notification. Abila will contact customer via e-mail, telephone, or both depending upon the severity of the situation.

1.5   Remedy. If Abila fails to meet the response time guarantees stated in this Section 1, then you are entitled to a credit of $50 per event, up to 20% of your total monthly recurring fee for any calendar month.

2.   RESTORATION OF BACKED-UP DATA

2.1   Data Back-up. Full back-ups will be performed on a weekly basis and differential back-ups on a daily

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basis to a central shared location. In addition, transaction log back-ups will occur hourly during normal business hours. Back-ups will be retained for two weeks.

2.2. Data Restoration

2.2.1. Local Restores. Abila will initiate restoration of customer data stored onsite within three hours of the time that customer requests the restore via a support ticket during normal business hours. Customer is allowed one free local restoration event per calendar month. Additional restores will be billed at Abila's standard Support hourly rates with a one hour minimum.

2.2.2. Offsite Restores. Abila will initiate restoration of customer data stored offsite within six hours of the time that customer requests the restore via a support ticket during normal business hours. Customer is allowed one free offsite restoration event per calendar year. Additional restores will be billed at Abila's standard Support hourly rate with a two hour minimum. If offsite data is not accessible due to acts of God, nature, or any other non-preventable incident this time frame will be extended and communicated to the customer with full disclosure as to the nature of the situation.

2.3 Remedy. If Abila fails to restore the back-up data that you have selected in accordance with the standards stated in this Section 2, you are entitled to a service credit of 5% of your monthly recurring fee per event, up to 20% of your monthly recurring fee for any calendar month.

3. SYSTEM AVAILABILITY

3.1 System Availability. Abila will undertake commercially reasonable measures to ensure the System Availability equals or exceeds 99.0% during each calendar month. System Availability shall be defined according to the following formula:

$$\text{System Availability} = (T - U - S) / (T - S) \times 100\%$$

T = Total Monthly Time

U = Unscheduled Downtime

S = Scheduled Downtime

3.1.1 Unscheduled Downtime. The total amount of time during any calendar month, measured in minutes, during which customers are not able to access the features and functions of the Abila Hosted Services other than Scheduled Downtime. Abila's vendor will be the designated party responsible for monitoring and tracking system availability.

3.1.2 Scheduled Downtime. Scheduled Downtime will be limited to the hours of 12 AM Central Time on Saturday to 6 PM Central Time on Sunday. These maintenance windows may be changed with a best effort of 48 hours' notice via the customer community. Abila reserves the right to perform scheduled Maintenance at any time during these hours. Additionally, Abila may need to perform urgent, but not emergency maintenance on the hosted system that cannot be performed during the hours specified above. In those cases, the Scheduled Downtime will be limited to the hours of 10 PM and 6 AM Central Time Monday through Sunday. Abila will endeavor to provide as much notice as possible. Customers may request Abila to refrain from performing maintenance during the Scheduled Downtime hours by submitting a support ticket with their request of at least two business days' notice. Abila will make reasonable efforts to accommodate customer's requests.

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3.1.3 Routine Maintenance. Routine maintenance includes upgrades or repairs to shared infrastructure, such as core routing or switching infrastructure as well as software patches and updates.

3.1.4 Scheduled Customer Maintenance. Scheduled customer maintenance includes maintenance of the Abila Hosted Services configuration that a customer may request and that Abila schedules with customer in advance (either on a case by case basis, or based on standing instructions), such as user additions or removal.

3.2 Reporting on System Availability. Abila will work with its hosting vendor to provide complete reporting of SLA compliance on a basis to be determined, if requested by a customer.

3.3 Remedy. If Abila fails to meet the System Availability guarantee stated in this Section 3, the customer is entitled to a credit of:

Service Level	Credit % of total monthly recurring fee
97% - 98.9%	2%
95% - 96.9%	5%
85% - 94.9%	10%
Less than 84.9%	20%

SLA Credits for any given month shall not exceed 20% of customer's monthly fees owed in such month. If Abila fails to meet the System Availability guarantee for any consecutive three month period, the customer shall have the right to terminate the Agreement without penalty. SLA Credits are based on our monitoring are forfeited at the expiration or termination of the Agreement. SLA Credits will not be paid in cash.

4. LIMITATIONS

4.1 Cumulative Dollar Amount. Notwithstanding anything in this SLA to the contrary, the maximum total credit for any calendar month, including all guarantees, shall not exceed 20% of Abila Hosted Services monthly recurring fee for the affected configuration and customer. Credits that would be available but for this limitation will not be carried forward to future months.

4.2 Extraordinary Events. Abila Hosted Services customers are not entitled to a credit for downtime or outages resulting from denial of service attacks, virus attacks, hacking attempts, or any other circumstances that are not within Abila's control.

4.3 Your Breach of the Agreement. Abila Hosted Services customer is not entitled to a credit if it is in breach of the Agreement (including payment obligations) at the time of the occurrence of the event giving rise to the credit until the customer has cured the breach. Abila Hosted Services customer is not entitled to a credit if the event giving rise to the credit would not have occurred but for Abila Hosted Services customer's breach of the Agreement.

4.4 Requests. Customer must request a credit in writing either via a support ticket (or account director where designated by Abila) no later than seven days following the occurrence of the event giving rise to the credit. Abila will contact the customer within 30 days to approve or reject the claim or to request more information. If the claim is approved, the credit will appear on the customer's monthly invoice following approval.

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4.5   Exclusive Remedies. Abila Hosted Services customer's right to receive credits as described in this SLA are its sole and exclusive remedy for Abila's failure to meet the guarantees for which credits are provided.

4.6   Security. Abila uses reasonable efforts to keep such communications and data access secure in accordance with our obligations under applicable laws and professional standards. Abila requires its third party vendors to do the same. Customer recognizes and accepts that Abila has no control over the unauthorized interception or breach of any communications or data once it has been sent or has been subject to unauthorized access, notwithstanding all reasonable security measures employed by Abila or our third party vendors. Customer consents to Abila's use of these electronic devices and applications and submission of confidential Customer Information to third party service providers during this engagement.

4.6   Defined Terms. Capitalized terms that are not defined in this SLA shall have the meaning given them in the Master Hosting Services Agreement.

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