

LeaderFulcrum
Terms of Use Agreement
As of 07/22/2019

This Terms of Use Agreement ("Agreement") is a legal and binding agreement made between a company or individual that elects to use a LeaderFulcrum LLC Application ("YOU" & "YOUR"), and LeaderFulcrum, LLC ("LF-LLC").

This Agreement sets forth YOUR and LF-LLC's rights and obligations with respect to YOUR use of the Application.

YOUR use includes the time before, during and after YOU pay any Fee. Regardless if YOU are using the Application to evaluate it, in a trial period, or under a Subscription.

If YOU and YOUR Users do not agree to the terms of this Agreement, YOU and YOUR Users are not authorized to use or access the Application. YOU must promptly cease use, cease access and destroy any copies of the Application and its bundled FileMaker Software, provided by FileMaker inc., in YOUR possession. Failure to abide by the terms of this Agreement may result in termination of YOUR access to the Application and/or fees or fines as appropriate under governing law.

This Agreement may be updated and amended by LF-LLC from time to time. User agrees LF-LLC may do so at its sole discretion without limitation and that YOU will be bound by the then current Agreement at the time YOU Subscribe and will change to the then current Agreement at the time YOU Renew YOUR Subscription.

By installing, trialing or using the Application, YOU and YOUR Users are indicating that YOU and they have read this Agreement and that YOU and they understand it and agree to be bound by all of its terms and conditions.

YOU also accept that any third party beneficiary, such as FileMaker Inc, or any software manufacturers or service provider, may enforce the provisions in this Agreement and their terms of use or licensing agreements.

Definition of Terms:

- 1) User (or Named User). A User is one individual who YOU authorize to use the Application, whether for purposes of evaluation, testing or for actual use, and regardless of whether or not any payment has been made to LF-LLC and regardless of whether a Subscription Period is active. All YOUR Users are authorized by and bound by the terms of this Agreement. All YOUR Users must be employed or contracted to work for YOU. YOU may not sublicense, resell, or otherwise distribute the Application to anyone outside of YOU and YOUR company.
- 2) Maximum Named Users. Maximum Named Users shall mean the maximum number of Named Users that YOU have paid for under YOUR Subscription for the then applicable Subscription Period. YOU may not configure the Application with more Named Users than YOUR Maximum Named User amount.
- 3) Release. A Release is a packaging of the Application that is made available to YOU. New Releases may, or may not, be provided by LF-LLC during the term of YOUR Subscription.

- 4) LF-LLC Hosted. LF-LLC Hosted will mean that the Application is run on Servers managed by LeaderFulcrum or its service providers. It may be used by a single LF-LLC client or many clients.
- 5) Subscription (or Active Subscription). A Subscription is Active when all fees have been paid, the term of the Subscription has not expired and YOU and all YOUR Users are in compliance with this Agreement.
- 6) Subscription Period. The Subscription Period will begin on the Subscription Start Date and end on the Subscription End Date as indicated in the email from LeaderFulcrum LLC confirming YOUR payment, Maximum Named Users count and Subscription Period. All Named Users from a single Organization will have the same Subscription End Date. If additional Named User “seats” are purchased in the middle of a Subscription Period, LF-LLC will prorate the Fee and the Subscription End Date will be the same for all of YOUR Users.
- 7) Fee (or Subscription Fee). The Fee will be the amount of money, in US Dollars, that YOU will pay for use of the Application for a period of time (the Subscription Period). LF-LLC will unilaterally determine the Fee, the start date and the ending date (or expiration or Expiry Date) of the Subscription Period.
- 8) Excess Data Storage Fee. If YOUR use of storage and YOUR retention requirements, result in abnormally large file sizes, then LF-LLC will notify YOU of this situation and provide YOU 30 days to correct the situation. If YOU fail to, or elect not to, reduce YOUR storage requirements by the end of that 30 day period, YOU will be assessed an Excess Data Storage Fee for each month that they above the normal level. LF-LLC reserves the right to unilaterally determine what constitutes normal versus Excess Data Storage. The threshold will be the same, per User, for all LF-LLC customers. YOUR Users will share their combined total storage threshold.
- 9) FileMaker Software (or Bundled FileMaker Software). FileMaker Software will be software provided by and owned by FileMaker Inc. and bundled with the LF-LLC Application, for use solely with the Application, for the Subscription Period, under this agreement.
- 10) Application. The Application will be the LF-LLC software application and all of its’ related elements which will include data elements, data structures, data bases, scripts, screen layouts, print layouts, logic, instructions, documentation, marketing materials, demonstration and training materials, demonstration and training videos, designs including updates that may be added from time to time, artwork, text, video, audio, logos, icons or pictures associated with the Application or provided by LF-LLC or received from or on, or accessible from, any web site owned or controlled by LF-LLC. The Application includes beta and pre-release materials and software. The Application shall include the use of bundled FileMaker Software with is provided strictly for the use with this Application and only during the Subscription Period.
- 11) Agreement. Agreement shall mean this Terms of Use Agreement.

Grant of License:

In exchange for YOUR acceptance and compliance with this Agreement, including when appropriate YOUR payment of Fees as required to LF-LLC, LF-LLC hereby grants to YOU a limited, non-exclusive, limited duration, non-transferable license to use and access the Application within the limits outlined in this Agreement.

Trial Period:

YOU may be provided access to the Application for evaluation. This might be a demonstration environment loaded with demonstration data or it might be a production environment setup specifically for YOU to use for a limited period of time. YOU agree that even though YOU may not have paid any Fee, YOU are using the Application and YOU accept the terms of this Agreement and YOU are bound by the terms of this Agreement. This includes YOUR obligation for removal of FileMaker Software (as discussed further below) at the end of the Trail Period if YOU do not begin a Subscription Period immediately. The limits of the Trail Period may be unilaterally determined and enforced by LF-LLC or FileMaker Inc.

Termination:

YOUR rights to access or use the Application shall terminate automatically and immediately if YOU fail to comply with any of **The Limitations** described immediately below. No notice shall be required from LF-LLC to effectuate such termination. Upon termination of this Agreement for any reason, YOU must immediately destroy all copies of the Application and bundled FileMaker Software. YOU will not be eligible for refund of any portion of YOUR Subscription Period.

The Limitations.

YOU understand that YOU and YOUR Users may not:

1. Modify, translate, reverse engineer, decompile, disassemble (except to the extent that this restriction is expressly prohibited by law), tamper with, or create derivative works based on the Application, or any portion thereof.
2. Copy the Application or any portion thereof;
3. Sell, re-sell, rent, lease, transfer, distribute, broadcast, display or otherwise assign any rights to the Application to any third party;
4. Remove any proprietary notices or labels from the Application;
5. Use the Application in conjunction with any procedure, device or service designed to circumvent technological measures employed to control access to, or the rights to, an Application file or other work protected by the copyright laws of any jurisdiction;
6. Use the Application for any illegal purpose;
7. Copy, modify, erase or damage any information contained on computer servers used by or controlled by LF-LLC or any third party used in connection with the Application or the services provided by the Application;
8. Access or use any password protected, secure or non-public areas of the Application except as specifically authorized in writing by LF-LLC. Unauthorized individuals or entities attempting to access these areas of the Application may be subject to prosecution;
9. Impersonate or misrepresent YOUR affiliation with any person or entity;
10. Use any automated means to access or use the Application (including scripts, "bots" or similar software); or

11. Modify, translate, reverse engineer, decompile, reproduce, disassemble, or otherwise gain access to or attempt to gain access to any private key or “dev key” (as that terms is generally understood within the software industry) associated with the Application, the Content or the services. Use or attempt to use, or share, or distribute any private key or “dev key”.
12. YOU agree that YOU will not do anything to circumvent or defeat the features designed to stop the Application from operating after YOUR Subscription Period has ended. YOU agree YOUR Users will not do anything to circumvent or defeat the features designed to stop the Application from operating after they individually are no longer one of YOUR authorized Named Users.

Support:

YOUR Fee does not include unlimited services or support. The Application is provided as is and does require YOU and YOUR Users to follow installation and use instructions. YOU may be required to diagnose YOUR own problems using the documentation provided and YOUR general computer knowledge. LF-LLC provides training videos on how to setup and use the Application. LF-LLC does not provide direct support to all of YOUR Users. If at a future date LF-LLC decides to offer that, YOU understand that service will be optional and provided in exchange for a payment in addition to the Fee YOU pay to use the Application.

Upgrades:

LF-LLC plans to update and modify the Application from time to time, but is under no obligation to do so. If an update is released and YOU have an Active LF-LLC Hosted Subscription, LF-LLC will update the server based portion of the Application for YOU.

YOU will need to update YOUR device based FileMaker Software (the FileMaker Inc. Software) on a routine basis. Filemaker Inc. typically provides a few updates each year. FileMaker Inc. also provides a new version of their FileMaker Software approximately once per year. YOU will be required to Upgrade YOUR FileMaker Software on YOUR devices when notified by LF-LLC. Failure to do so could cause the Application to stop working for Users on devices that are not kept current. Failure to do so could also expose YOUR devices and data to security vulnerabilities. YOU are responsible for independently monitoring FileMaker updates and implementing any updates that address security issues in a timely manner. The failure of LF-LLC or FileMaker Inc. to notify YOU of a FileMaker update will not shift responsibility to LF-LLC or FileMaker Inc.

While YOUR Subscription is current, neither LF-LLC nor FileMaker Inc. will charge YOU for these updates and version upgrades.

YOU understand and agree to accept that updates and version upgrades will require relatively brief periods of unavailability of the Application and that these do not diminish the benefits YOU and YOUR Users receive from the Application.

The Application will operate only on those hardware and software platforms specified in the Application documentation. It is YOUR responsibility to ensure that YOU have the appropriate software, hardware and Internet connection to operate the then-current version of the Application. LF-LLC reserves the right to cease distributing, updating, upgrading or supporting the Application for any hardware or software platform at any time, with or without notice.

LF-LLC will not be under any obligation to update, upgrade or enhance the Application. If errors or bugs are reported to LF-LLC, LF-LLC will attempt to fix the errors or bugs. LF-LLC

will be free to unilaterally determine if an error or bug can be fixed within what LF-LLC determines to be a reasonable amount of effort.

Customer Service:

If YOU have any questions or concerns, please contact Customer Service via email at: Contact@LeaderFulcrum.com

Disclaimer of Warranty:

The Application is provided “as is” and “as available” without any representation or warranty of any kind, express or implied, as to the Application and its operation or utility. To the maximum extent permitted by applicable law, LF-LLC and its suppliers and partners, disclaim all warranties, including without limitation, any implied warranties of merchantability, fitness for a particular purpose, and non-infringement.

Use of the Application is at YOUR own risk. LF-LLC and its suppliers and partners make no warranty that the Application will meet YOUR requirements, or that the Application will be uninterrupted, timely, secure, free of viruses or error free; nor does LF-LLC and its suppliers and partners make any warranty as to the results that may be obtained from the Application or as to the accuracy or reliability of the Application. The LF-LLC its suppliers and partners make no warranty regarding any goods or services purchased or obtained through or with the Application or any transactions entered into the Application.

Limitation of Control Over Compatibility:

LF-LLC has no control over third party hardware, operating system and software suppliers. Those suppliers may make changes over time that could cause all or parts of the Application to malfunction or operate differently. LF-LLC has no control over these changes and will have no obligations or liability associated with them.

Hardware, including computers tablets and phones, their Operating Systems, displays and graphics cards are used in many combinations. It is not practical for LF-LLC to test every possible combination. YOU should verify the Application is compatible with YOUR unique configuration before YOU make YOUR Subscription purchase decision.

Title and Ownership of Intellectual Property:

LF-LLC and its suppliers and partners retain all title and ownership rights in and to the Application and its intellectual property. Except as expressly stated in this Agreement, LF-LLC does not grant any express or implied right or license to YOU under any patent, copyright, trademark, or trade secret right of LF-LLC or its suppliers or partners.

Linked Entities:

The Application may contain links to various third party web sites, advertisements, and other resources (“Linked Entities”). These Linked Entities (other than web properties owned by or operated by LF-LLC, are not under the control of LF-LLC and LF-LLC is not responsible or liable for the content, communications or materials of any Linked Entities. The inclusion of any link does not imply endorsement by LF-LLC of the Linked Entity or any association with its operators. YOU are responsible for adhering to the applicable terms of service for any Linked Entity. YOU are solely responsible and liable for any interactions YOU may have with such entities, advertisers, their sponsors, and other third parties.

Purchase Transactions:

LF-LLC relies on third parties who specialize in web hosting and financial transactions. We do not collect or store any credit card information. Any breach or disclosure of YOUR credit card or financial information is the responsibility of those third parties and YOU agree LF-LLC will have no obligations or liabilities for the actions or inactions of those third parties.

Limitation of Liability:

Any and all risk arising out of the use and/or performance of the Application remains with YOU. In no event shall LF-LLC or any of their respective officers, directors, employees, agents, suppliers, partners or affiliates, including any device manufacturers or service providers, be liable for any consequential, incidental, direct, indirect, special, punitive, or other damages whatsoever (including, without limitation, damages for loss of business profits, business interruption, loss of business information, or other pecuniary loss) arising out of or relating to this Agreement or the Subscription, distribution, performance or non-performance, use of, or inability to use the Application or any part thereof, even if LF-LLC has been advised of the possibility of such damages. Because some jurisdictions do not allow the exclusion or limitation of liability for consequential or incidental damages, some of the above limitations may not apply to YOU, but they shall apply to the maximum extent permitted by law. In no event shall LF-LLC be liable for any claims (including, without limitation, claims for breach of contract, breach of warranty, guarantee or condition, strict liability, negligence or other tort) or damages in excess of the Fee paid by YOU for use of the Application for the then current Subscription Period or the specific item of the Application giving rise to the applicable claim for damages.

YOU understand that it is not the policy or responsibility of LF-LLC to refund any Fees or provide any support or compensation to YOU under any conditions. Understanding and accepting this, YOU agree that under no circumstance will LF-LLC ever be responsible to disburse to YOU any funds beyond the Fee they paid to LF-LLC for a single Subscription Period.

United States Export Restrictions:

The Application and FileMaker Software, may not be exported or used by a) Any US embargoed countries, b) anyone on the US Treasury Department's list of Specially Designated Nationals or the US Department of Commerce Denied Person's List or Entity List. The FileMaker Software may not be used for any purpose prohibited by United States law, including, without limitation, the development, design, manufacture or production of missiles, nuclear, chemical or biological weapons. YOU agree that YOU are responsible for compliance with these restrictions.

Title to third party Intellectual Property provided with the Application:

The Intellectual Property of third parties provided with the Application is the property of those third parties and their licensors and partners. Title, ownership rights, rights to use third party Intellectual property outside of the portion of the Application and intellectual property rights in and to such Intellectual property is protected by applicable copyright and other law.

Other than as expressly provided herein, this Agreement gives YOU no express or implied license to third party intellectual property, including without limitation, any right to use, sell, rent, copy, distribute, broadcast, modify, perform, or publicly display it.

Unauthorized use, copying, distribution, modification, public display, or public performance of copyrighted works is an infringement of the copyright holders' rights and a violation of the law. YOU agree that YOU shall only use the Application in a manner that does not violate any third party rights and that complies with all applicable governing laws including, but not limited to, applicable restrictions concerning copyrights and other intellectual property rights. In the event of any third party claim that YOUR use of the Application infringes any third party's intellectual property rights, YOU will be solely responsible for the investigation, defense, settlement, and discharge of any such claim.

FileMaker Inc. Related Provisions:

Use of the Application requires licensing and use of bundled technology provided by Filemaker Inc. Filemaker controls the terms of use and licensing of their technology, including how their licensing fees are calculated and what constitutes a User or a Named User. LeaderFulcrum is authorized to bundle Filemaker Inc. licenses for the exclusive purpose of running this single Application. LeaderFulcrum must enforce Filemaker licensing rules and restrictions.

While Filemaker Inc is the bundled database used to build this Application, Filemaker Inc is under no obligation to provide support to YOU and does not offer support in any form to users of this Application.

LF-LLC grants to YOU a non-exclusive license to use the LF-LLC licensed FileMaker Software within the limitations and under the terms stated in this Agreement.

YOUR license to use the FileMaker Software will expire at the end of YOUR Trial Period or Subscription Period ("Expiry Date"). YOU must cease all use of the FileMaker Software on the Expiry Date, and all copies of the FileMaker Software in YOUR possession must be immediately deleted or destroyed. Further, YOU must immediately delete or destroy copies of Filemaker Software that has been loaded on devices used by individual Users who are no longer identified by YOU as one of YOUR then current Named Users. YOU agree to provide documentation of removal of FileMaker Software in compliance with FileMaker Inc. requirements. LF-LLC and FileMaker Inc. each reserve the right to audit YOUR compliance with this provision and to enforce license fee payment requirements and penalties if YOU are found to be in violation of this obligation. YOU agree to cooperate with any audits required by LF-LLC or FileMaker Inc.

YOU will not copy the FileMaker Software except: (i) as necessary for use of the Application by YOUR current Named Users, or (ii) to create an archival copy solely for backup purposes. YOU agree that any such copies of the FileMaker Software shall contain the same proprietary notices that appear on and in the FileMaker Software.

YOU agree not to reverse engineer, decompile or disassemble the FileMaker Software, except and only to the extent expressly permitted by applicable law. YOU may not modify, adapt, translate, rent, lease, loan or create derivative works based upon the FileMaker Software or any part thereof.

Title to and ownership of the intellectual property rights associated with the LF-LLC licensed FileMaker Software, and any copies, remain with LF-LLC and its suppliers.

YOU may not transfer or assign any rights under the license to another party without the prior written consent from LF-LLC and FileMaker Inc.

YOU are hereby notified that FileMaker, Inc., 5201 Patrick Henry Drive, Santa Clara, California 95054 ("FileMaker") is a third-party beneficiary to this Agreement to the extent that this Agreement contains provisions that relate to YOUR use of the LF-LLC Application and the bundled FileMaker Software. Such provisions are made expressly for the benefit of FileMaker and are enforceable by FileMaker in addition to LF-LLC.

In no event shall LF-LLC or its partners, suppliers or service providers, be liable in any way for consequential, incidental, indirect or special damages whatsoever (including without limitation, damages for loss of business profits, business interruption, loss of business information and the like) or direct loss of business, business profits or revenue, whether foreseeable or unforeseeable, arising out the use of or inability to use the LF-LLC Application, FileMaker Software or accompanying written materials, regardless of the basis of the claim (whether under contract, negligence or other tort or under statute or otherwise howsoever arising) and even if LF-LLC or its suppliers or service providers has been advised of the possibility of such damage.

FileMaker Software supplied under this agreement may not be used for purposes other than to run the LeaderFulcrum Application within the Subscription Period.

YOU and YOUR Additional Responsibilities:

YOU are responsible to test the Application and determine its usefulness and compatibility with YOUR machine configurations and other software and hardware, including but not limited to operating system software including updates, processor speed, monitor size, video resolution, printers, email software, PDF creation and viewing software. YOU should do this before beginning a Subscription Period. YOUR failure to do so will not qualify YOU for any early termination or refund of Fees or extension of YOUR Subscription Period.

YOU are responsible to test any ongoing updates and acknowledge YOU may need to remove incompatible updates or components in order to use, or continue to use, the Application.

If YOU are running the Application on YOUR Server or on a single device, then YOU are responsible for regularly backing up YOUR files. To avoid corruption, files should be backed up in accordance with FileMaker guidance. YOU are responsible for knowing how to backup and restore YOUR files. YOU are responsible for protecting YOUR information. YOU are responsible for encrypting YOUR data, including YOUR backups, if YOU deem necessary. Note, LF-LLC files are encrypted at rest and in transit. YOU are also responsible for providing computing resources with adequate capacity to support the needs of YOUR Users.

YOU are responsible for ensuring the orderly closure (shut down) of the Application by YOUR Users. Abrupt power outages or machines freezes that require a hard reboot of the machine may cause unrecoverable database and Application corruption. If corruption occurs, regardless of cause, the holder of the backups (LF-LLC or YOU) will have no option but to restore from backups which could result in loss of recent activity.

YOU will identify one or more Customer System Administrators (CSA) who will be responsible for certain configuration settings including the "provisioning" of Named Users up to the limit of Maximum Named User's allowed under YOUR Subscription. YOU are responsible for the actions of YOUR designated CSA.

YOU and YOUR CSA will not activate more Named Users than the limit of Maximum Named Users authorized under YOUR Subscription. LF-LLC and FileMaker reserve the right to verify YOUR compliance.

YOU will identify one or more named individuals (if possible different from the CSA(s)) that are authorized to request special services from LF-LLC. These will be the only individuals authorized to request that LF-LLC create or modify YOUR CSA(s) account(s). Note that a CSA can create additional CSA accounts without the help of LF-LLC

YOU and YOUR Users will not disclose the confidential and proprietary information of LF-LLC or FileMaker Inc. This obligation will continue beyond the Trail Period and Subscription Period(s).

YOU are responsible for complying with all relevant United States of America laws including those governing technology export from the USA.

Indemnity:

YOU agree to indemnify and hold LF-LLC and its parents, members, subsidiaries, affiliates, partners, suppliers, service providers, syndicators, distributors, licensors, officers, directors and employees, harmless from any claim or demand, including reasonable attorneys' fees, made by any third party due to, or arising out of or related to, YOUR violation of this Agreement, or YOUR violation of any law, regulation or third party right.

Access to YOUR Information:

YOU understand that if YOU identify and report a problem with the Application, it may be necessary for LF-LLC or its partners or suppliers to access YOUR data file in order to identify the root cause of the problem. If YOU report a problem and LF-LLC and its partners and suppliers are unable to reproduce the problem outside of YOUR file, then YOU authorize LF-LLC and its partners and suppliers to open YOUR file for the limited purpose of solving the reported problem.

LF-LLC and its partners and suppliers may also access YOUR file for backup, recovery, upgrade, patch, performance monitoring, License compliance monitoring, capacity planning and other purposes deemed necessary for the health and wellbeing of the Application.

LF-LLC its partners and suppliers will make every effort to avoid exposing to YOUR confidential information and if exposed will not disclose or use that information in any manner.

Best Practices and Training:

If YOUR Users do not follow best practice recommendations from LF-LLC, this may result in slow system performance and other unexpected Application behavior. YOU understand YOUR responsibility to train YOUR Users or direct them to the LF-LLC provided training materials.

Information and Materials Supplied to LF-LLC by YOU and YOUR Users:

All information, input, advice, feedback, suggestions, examples, files, links, communications or other materials provided by YOU and YOUR Users to LF-LLC shall be YOUR responsibility. YOU agree not to provide, post or transmit anything that infringes on a third party's rights including, without limitation, any privacy, publicity or intellectual property rights, or that are unlawful, untrue, harmful (including, but not limited to viruses, worms, or similar software), or that is otherwise objectionable.

YOU grant, and warrant that YOU are the owner of such information or material, or as appropriate, the owner of such, has expressly granted YOU, the royalty-free, perpetual, irrevocable, fully sub-licensable, non-exclusive right and license to use, reproduce, display, modify, transmit, distribute, perform, display and delete such materials (in whole or in part) worldwide and/or to incorporate such materials in other works in any form, media, or

technology. Such materials are public and not private communications and may be used by LF-LLC in any manner without obligation or compensation to YOU.

Notices To YOU and Contact With YOU:

YOU agree LF-LLC and its partners may contact YOU, YOUR CSA (Customer System Administrator) and YOUR Users through the email address(es) YOU provide. Further any notices reading this Agreement, including but not limited to Subscription renewals and upgrades will be considered delivered to YOU when sent to YOUR email address.

Notices to LF-LLC:

Any notices pertaining to this Agreement should be sent by YOU to Contact@LeaderFulcrum.com.

Registration:

YOU agree to provide true, accurate, current and complete information about YOU and YOUR organization as prompted by the registration process(es). YOU agree to update YOUR Account Information in order to keep such information current.

Passwords:

YOU and YOUR Users are solely and entirely responsible for maintaining the confidentiality of YOUR passwords and User names.

Modification of This Agreement:

LF-LLC may modify this Agreement at any time in its sole discretion. In the event of a material change to this Agreement, we will use reasonable efforts to notify YOU by sending notice to the email address that YOU have provided to us. If any modification is unacceptable to YOU, YOU agree that YOUR only recourse is to immediately terminate YOUR use of the Application and destroy any copies of the Application and bundled FileMaker Software in YOUR possession. YOUR continued use of or access to the Application following that attempted notice and posting of a revised Agreement on the LF-LLC web site will constitute YOUR binding acceptance of the change. YOUR acceptance of this Agreement indicates that YOU give consent to LF-LLC to notify YOU via email with notices concerning material changes in the terms of this Agreement, the Application, or the services to which YOU have subscribed.

Governing Law:

This Agreement shall be governed by the laws of the State of Arizona, United States of America, without regard to or application of any choice of law or conflict of laws' provisions. YOU consent to the exclusive jurisdiction of the state and federal courts sitting in Phoenix, in the State of Arizona in the United States of America.

This Agreement will not be governed, for United States Users, by the United Nations Convention of Contracts for the International Sale of Goods, the application of which is hereby expressly excluded.

If LF-LLC engages or employs any attorneys to enforce any rights arising out of this Agreement, LF-LLC shall be entitled to recover reasonable attorneys' cost and fees.

Taxes:

The nature of this software and service delivery may result in a sales tax liability for LF-LLC or YOU. This Sales Tax may be levied by a country, state or jurisdiction other than YOURS. YOU may qualify for Tax Exempt status in YOUR country, state or jurisdiction. However, regardless of these factors, if it is determined that YOUR Subscription, any portion of your Subscription or the provision of products or services to YOU is subject to Sales Tax or Value Added Tax or other tax based on the provision of the services under this Agreement, in any jurisdiction, then the payment of that tax or reimbursement of LF-LLC for payment of that tax, will be the sole obligation of YOU.

General:

No delay or failure to take action under this Agreement shall constitute any waiver by LF-LLC of any provision of this Agreement. This Agreement (including all documents expressly incorporated by reference) constitutes the complete and exclusive Agreement between LF-LLC and YOU with respect to the subject matter hereof and supersedes all prior oral or written understandings, communications or agreements not specifically incorporated herein. If any provision of this Agreement is invalid or unenforceable under applicable law, it is, to that extent, deemed omitted and the remaining provisions will continue in full force and effect. This Agreement will bind and inure to the benefit of each party's permitted successors and assigns. This Agreement is personal to YOU and may not be transferred, assigned, or delegated to anyone. Any attempt by YOU to assign, transfer, or delegate this Agreement shall be null and void.

YOUR obligations under this Agreement exist and continue regardless of if YOU ever paid a Fee to LF-LLC and after YOUR Subscription Period or Trail Period has expired.

Violation of any of the foregoing terms of use may result in the termination of YOUR right to use or access the Application. LF-LLC will be free to enforce this as appropriate under governing law.

LF-LLC reserves any and all rights or remedies that may be available in the event of YOUR breach of this Agreement.

Headings. Headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning and interpretation of this Agreement.

End of LeaderFulcrum Terms of Use Agreement