

WhoopDeDupe!



NON-PROFIT LICENSE AGREEMENT

By signing this Non-Profit License Agreement the Licensee agrees to the following license terms, conditions and fees. For this agreement to be valid the following End User Agreement (beginning on page 4) must also be signed. After this License Agreement and the End User Agreement are signed and submitted to WhoopDeDupe Inc., and after payment of license fees covering a minimum of one month is received in full, one or more “WhoopDeDupe License Key(s)” will be provided to you. A license key is necessary to activate the appropriate level of service in WhoopDeDupe software as selected below in section 4 of this agreement. (For additional information regarding the installation of WhoopDeDupe software and the activation of WhoopDeDupe service, refer to the document titled “WhoopDeDupe Installation Guide”.)

(1) LICENSEE ACCOUNT INFORMATION

ACCOUNT CONTACT ★ _____

ORGANIZATION NAME _____

eMAIL ADDRESS ★ _____

PHONE & EXTENSION ★ _____ FAX _____

BILLING ADDRESS ★ _____

BILLING CITY/ST/ZIP ★ _____

★ *These items are required.*

(2) WHOOPDEDUPE SERVICE OPTIONS

The WhoopDeDupe service options are summarized in the following grid. For more specific information, please contact WhoopDeDupe at sales@whoopdedupe.com.

	MAX UPLOADED FILE SIZE	MAX COMBINED FILE SIZE	DISTRICT ASSIGNMENTS (LEGISLATIVE)	CUSTOMIZATION (& INTEGRATION)
FREE SERVICE	1,250 records	5,000 records	not included	not included
SLIM SERVICE	2,500 records	10,000 records	not included	limited availability
BASIC SERVICE	5,000 records	20,000 records	included	available
FULL SERVICE	1,000,000 records	10,000,000 records	included	available

(3) WHOOPDEDUPE LICENSE FEES, SALES TAX, AND USE TAX

The WhoopDeDupe reduced non-profit license fee options are listed in the following grid. For more specific information, please contact WhoopDeDupe at sales@whoopdedupe.com.

	OPTION 1: MONTHLY FEE UP TO 5 STATIONS	OPTION 1: MONTHLY FEE EACH ADD'L STATION	OPTION 2: ANNUAL FEE UP TO 5 STATIONS	OPTION 2: ANNUAL FEE EACH ADD'L STATION
FREE SERVICE	\$0	\$0	\$0	\$0
SLIM SERVICE	\$400	\$30	\$4,400	\$330
BASIC SERVICE	\$600	\$45	\$6,600	\$495
FULL SERVICE	\$800	\$60	\$8,800	\$660

Licensees in Minnesota must add sales tax to the final license fee total (included in section 4 below). WhoopDeDupe is not required to charge and collect sales tax in most or all other states. Some states do not require sales tax or use tax to be applied to software license fees where the software is downloaded over the internet and where there is no provision of physical media to the software Licensee (this is not the case in Washington, DC). It is the responsibility of the Licensee to determine if WhoopDeDupe license fees must be reported and if use tax must be remitted by the Licensee to the state taxing agency.

(4) WHOOPDEDUPE SERVICE SELECTIONS AND TOTAL FEES

The Licensee should select desired service(s) and fill in the appropriate license fee totals. Contact WhoopDeDupe at sales@whoopdedupe.com for assistance.

SERVICE SELECTION #1 (license key #1 will activate service selection #1)

FULL BASIC SLIM service on STATIONS

MONTHLY ANNUAL billing for a total license fee of ... \$

SERVICE SELECTION #2 (license key #2 will activate service selection #2)

FULL BASIC SLIM service on STATIONS

MONTHLY ANNUAL billing for a total license fee of ... \$

SERVICE SELECTION #3 (license key #3 will activate service selection #3)

FULL BASIC SLIM service on STATIONS

MONTHLY ANNUAL billing for a total license fee of ... \$

(MN only) **7.375% MN SALES TAX ON ALL SERVICE SELECTIONS** \$

TOTAL LICENSE FEES PLUS SALES TAX FOR ALL SERVICE SELECTIONS \$

(5) PAYMENT OF LICENSE FEES

Payments of license fees should be mailed to WhoopDeDupe Inc., 149 E Thompson Ave, Ste 204, West St Paul, MN 55118. Checks should be made out to WhoopDeDupe Inc. Once the Licensee has selected preferred service options in section 4 above, an invoice can be requested if required and WhoopDeDupe will promptly send an invoice by email to the email address entered in section 1 above. Otherwise, if payment is submitted without an invoice, a statement or receipt will automatically be returned the following month as part of WhoopDeDupe's regular monthly billing process. Monthly fees will be invoiced each month around the tenth day of the month. After both signed agreements and full payment for the initial month or initial year are received, a separate WhoopDeDupe license key will be provided for each included service selection in section 4 above. Each license key provided will be needed to activate the respective service selection on workstations. (For additional information regarding the installation of WhoopDeDupe software and the activation of WhoopDeDupe service, refer to the document titled "WhoopDeDupe Installation Guide".)

(6) CANCELLATION

This License Agreement and the license(s) to use WhoopDeDupe software may be cancelled by the Licensee at any time; however, the account balance must be paid in full at the time of cancellation. To cancel this License Agreement, the Licensee should write "CANCEL" prominently on any monthly WhoopDeDupe invoice and return the invoice to WhoopDeDupe Inc. by the due date printed on the invoice. The Licensee must pay all invoiced license and support fees in full. If full payment of the invoiced balance is not included with the invoice, the account will not be cancelled, and monthly license fees will continue to accrue until the account is paid in full and cancelled properly according to these terms.

After this License Agreement and the WhoopDeDupe software license(s) have been cancelled, reactivation of the software license(s) will require payment of a reactivation fee equal to three months of license fees.

(7) LICENSEE ACCEPTANCE

The person whose signature appears below is authorized to submit this License Agreement for the Licensee, and to bind the Licensee to its terms and conditions. After these agreements are signed, they can be either scanned and emailed to sales@whoopedupe.com or mailed to WhoopDeDupe Inc., 149 E Thompson Ave, Ste 204, West St Paul, MN 55118.

LICENSEE REPRESENTATIVE _____

REPRESENTATIVE'S TITLE _____

SIGNATURE _____ DATE _____

END USER AGREEMENT

By signing this End User Agreement the Licensee agrees to the following terms and conditions.

(A) FEES

The license fees agreed to in the WhoopDeDupe License Agreement are the only required fees. There is no charge for assistance with software installation and configuration, email support, and reasonable phone support.

Assistance with the processing of files or data will be provided, when able, for a reasonable support fee. Support fees will be charged at a rate of \$40 per half hour, minimum \$40. If you need help or if you come across a challenging file, please email us the file so that we can recommend options or solutions. There is no charge for this sort of inquiry. The preferred email address for support is support@whoopdedupe.com.

WhoopDeDupe software training, software customization, systems integration, and other services can be arranged separately on a per quote basis.

(B) INVOICING AND PAYMENT OF FEES

The WhoopDeDupe Licensee agrees to pay all fees invoiced by WhoopDeDupe Inc. per section A above.

The Licensee accepts all payment terms on this account as billed by WhoopDeDupe, and the Licensee agrees to make timely payment in compliance with such terms. Current terms are payment in full within 25 days of invoice date, with an additional grace period of 10 days after which late fees may accrue.

The Licensee agrees to pay WhoopDeDupe a 5%, or lower if required by law, late fee penalty per month for each month payment is late or insufficient according to payment terms specified hereinabove. WhoopDeDupe may occasionally choose to waive this penalty fee.

(C) DATA PRIVACY AND PROTECTION

The standard WhoopDeDupe software configuration does not include features or capabilities which (1) establish internet connections; (2) access remote servers; (3) permit remote systems to access the local systems or data; (4) compromise or weaken firewall, network or machine security; or (5) submit or post any user, software, machine or network data to any off-site system, machine or party. The WhoopDeDupe software is designed as a stand-alone desktop application, and it does not run on or access any web-based or internet platform. Therefore there is absolutely no reason to be concerned or to feel uneasy about processing data files containing sensitive data such as social security numbers, birth dates, or other sensitive internal or protected data.

Some WhoopDeDupe Licensees have arranged for customized versions or configurations of WhoopDeDupe software which facilitate integration with remote or web-based systems. We have provided these custom capabilities for these specific Licensees with great care to maintain a high level of security and to protect all sensitive data by using advanced encryption measures. We are more than happy to create new custom system integration solutions for Licensees; however, data protection and system security are always a top priority.

When Licensees send data files to us for assistance with data processing, we only process these data files on systems protected with levels of security which prevent unauthorized persons from accessing these data files. Data files are maintained for only 30 to 60 days, and they are only maintained for a this short period of time in case Licensees require additional assistance with these data files.

(D) SOFTWARE UPDATES

WhoopDeDupe software is frequently updated and new installations are often available for download from the WhoopDeDupe website – www.whoopdedupe.com. Licensees are always encouraged to download and install software updates. Installing new software or even uninstalling and then reinstalling WhoopDeDupe software will never compromise or affect user data or impact the configuration of WhoopDeDupe software.

(E) TITLE, COPYRIGHT, AND PROTECTION OF CODE

Title, ownership rights, and intellectual property rights in and to the WhoopDeDupe software and its source code shall remain with WhoopDeDupe Inc. The copyright laws of the United States and international copyright treaties protect the software and its source code.

The Licensee and any other user MAY NOT:

- modify, translate, reverse engineer, decompile, or disassemble the software, except and only to the extent that such activity is expressly permitted by applicable law notwithstanding this limitation;
- create derivative works based on the software or its source code; or
- distribute copies of the software on terms different than those of the WhoopDeDupe License Agreement and this End User Agreement.

(F) LIMITED WARRANTY AND DISCLAIMER OF WARRANTY

The WhoopDeDupe software is provided and installed "as is". WhoopDeDupe Inc. warrants only that the WhoopDeDupe software, as updated and when used in a manner and environment consistent with that of other current Licensees, will perform adequately according to its intended purposes. Certain end users may have unique needs which are not accommodated by WhoopDeDupe software, and therefore WhoopDeDupe Inc. cannot guarantee that WhoopDeDupe software will adequately satisfy all requirements of all users.

WhoopDeDupe Inc. makes no representation or warranty that the software or any associated documentation are "error-free", or meet any user's particular standards, requirements, or needs. The entire risk as to the quality and performance of the software in the Licensee's environment is borne by the Licensee. Should the software prove defective, WhoopDeDupe Inc. will address the proven defect in an appropriate manner so as to eliminate the defect.

This warranty is a limited warranty and it is the only warranty made by WhoopDeDupe Inc. To the maximum extent permitted by applicable law, WhoopDeDupe Inc. disclaims all other warranties and conditions, either expressed or implied, including but not limited to, implied warranties of fitness for a particular purpose, title, and non-infringement, with regard to the software, and the provision of or failure to provide support services. Some states/jurisdictions do not allow exclusions of an implied warranty, so the disclaimer may not apply to the Licensee and the Licensee may have other legal rights.

No WhoopDeDupe agent or representative is authorized to make any modifications or additions to this limited warranty. If the Licensee makes any modifications to the software; if the software is subjected to accident, abuse, or improper use; or if the Licensee violates the terms of this End User Agreement, then this warranty shall immediately be terminated. This limited warranty shall not apply if the software is used on or in conjunction with hardware or software other than the unmodified version of hardware and software with which the software is intended to operate or interface with.

(G) LIMITATION OF LIABILITY

Under no circumstances and under no legal theory, tort, contract, or otherwise, shall WhoopDeDupe Inc., its related companies, or its suppliers be liable to the Licensee or any other person or entity for any indirect, special, incidental, or consequential damages of any character (including, without limitation, damages of data, damages for loss of goodwill, work stoppage, loss of profit, computer failure or malfunction, U.S. Post Office charges, other third party data processing fees, or any and all other commercial damages or pecuniary losses) arising out of the use of or inability to use the software product or the provision of or failure to provide support services. In no event will WhoopDeDupe's liability for any damages to the Licensee and any other party exceed the total of the preceding 12 months of paid WhoopDeDupe license fees (specific to the Licensee in question) regardless of the form of the claim, even if WhoopDeDupe shall have been informed of the possibility of such damages. Some states do not allow the exclusion or limitation of incidental or consequential damages, so this limitation may not apply to the Licensee.

The Licensee is solely responsible to any third party entity either using the software or to any third party entity receiving information or data from the Licensee's installation of the software.

(H) MISCELLANEOUS

If any provision of this End User Agreement is found void or unenforceable for any reason, such provision shall be reformed only to the extent necessary to make it enforceable, and the remainder will remain valid and enforceable according to its terms. If any remedy provided is determined to have failed to meet its intended purpose, all limitations of liability and exclusions of damages as described in sections F and G above shall remain in effect.

This End User Agreement shall be governed by, interpreted, and construed under Minnesota law as such law applies to agreements entered into and to be performed within Minnesota, except as governed by United States federal law.

WhoopDeDupe Inc. reserves all other rights and restrictions not specifically granted in this End User Agreement.

(I) LICENSEE ACCEPTANCE

The person whose signature appears below is authorized to submit this End User Agreement for the Licensee, and to bind the Licensee to its terms and conditions. After these agreements are signed, they can be either scanned and emailed to sales@whoopdedupe.com or mailed to WhoopDeDupe Inc., 149 E Thompson Ave, Ste 204, West St Paul, MN 55118.

LICENSEE REPRESENTATIVE _____

REPRESENTATIVE'S TITLE _____

SIGNATURE _____ DATE _____