AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: ClearPoint Strategy Software & Support Agreement w

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement:

Term Begins: **Term Ends:** **Grant Contract #:**

Summary:

Please see the attached agreement. ClearPoint will replace our current MFR Live/People system, which is no longer being supported.

Fiscal Impact: $29,400 (annually) + $11,500 (initial setup)

Submitted by: Katherine Haase **Submitter's Email Address:** khaase@gunnisoncounty.org

Finance Review: (●) Required ( ) Not Required

Comments:
No concerns, budget details have been worked out and costs can be covered in the adopted 2019 and 2020 staff proposed budgets. ln

Reviewed by: GUNCOUNTY1\lNienhueser Discharge Date: 11/13/2019

County Attorney Review: (●) Required ( ) Not Required

Comments:
ok db 11/15/19

Reveiwed by: GUNCOUNTY1\dBaumgarten Discharge Date: 11/15/2019 Certificate of Insurance Required Yes ( ) No (●)

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\khaase Discharge Date: 11/15/2019

(●) Consent Agenda ( ) Regular Agenda ( ) Worksession Time Allotted: 0

Agenda Date: 11/19/2019

Revised April 2015

ClearPoint Strategy Software & Support Agreement with Gunnison County, CO

Ascendant Strategy Management Group, LLC, a Massachusetts limited liability company ("Ascendant"), and Gunnison County, Colorado ("Gunnison") hereby agree, to this ClearPoint Strategy Software & Support Agreement (the "Agreement"). This Agreement incorporates and is subject to the Terms and Conditions attached hereto as Exhibit A, and all references to the Agreement herein shall include the Terms and Conditions.

Definitions

Except as otherwise provided in this Agreement, the definitions set forth in the Terms and Conditions shall apply.

"You", "your" and similar terms in the Terms and Conditions shall mean Gunnison.

References to "Order Forms" in the Terms and Conditions shall include this Agreement.

"ClearPoint" and "ClearPoint Strategy" refers to a certain cloud-based strategy and performance management software, designed to allow Gunnison to track its goals, metrics, projects, and action items across its entire organization.

The "Start Date" shall mean January 1, 2020.

The "Initial Commitment Term" shall be 84 months, commencing on the Start Date and ending, unless terminated earlier pursuant to the provisions of this Agreement, on December 31, 2026 (the "End Date").

ClearPoint Enterprise Package

Gunnison has selected the **ClearPoint Enterprise Package**, which includes the following services, as more fully detailed herein and in the Terms and Conditions:

- Unlimited Users
- 3 Premium Support Contacts
- Onboarding
- Data Loader Access
- Single Sign-on
- Html Exports
- API Access

User Licenses

Gunnison shall be entitled to an unlimited number of users that are employed or directly related to the business of managing Gunnison.

Support

All Users authorized by Gunnison shall be entitled to Basic Support, which includes email and online forum support with a 24-hour response time. As a subscriber to the ClearPoint Enterprise Package, Gunnison will also have "Premium Support" which allows three (3) named contacts to request and receive 4-hour priority email and telephone support services from a qualified ClearPoint Engineer throughout the year.

ClearPoint Support Options	Basic Support	Premium Support
Access to Support Forum	Included	Included
Email Support	24-Hour Response	4-Hour Response
Telephone Support		Included
Live in-app messaging		Included
Video Screen-Sharing Support		Included

Additional Premium Support named contacts may be added at any time, upon request by Gunnison, for an additional cost of $3,300 per year.

Onboarding

We work with your team to ensure you are on the path to success with ClearPoint. This includes a kick-off call where we do goal and expectation setting for your first year of ClearPoint. For account setup support, we help configure periods and reporting frequencies, scorecards and element names, custom fields, summary reports, and briefing books. We then add users to your account, conduct some administrator orientation, setup reminder emails and send you on your way to start reporting on your own. We expect this process to include up to 8 hours of work and be concluded in the first 30 days of using ClearPoint.

Training

This proposal includes four half-day blocks of web-based training that are planned to occur in 2019 after setup is complete. Formal training for ClearPoint is optional, and all training will be jointly designed and administrated by a Gunnison designated administrator and the ClearPoint trainer to meet the specific needs of the Gunnison Users, and will cover the topics below.

Basic Training	Advanced Training

• Logging into ClearPoint • Changing your password • Accessing Support Forum • Understanding reporting periods • Understanding "edit' vs. 'update' • Inline editing pros and cons • Editing your scorecard • Using the HTML editor • Printing a page • Exporting to Excel • Generating PDF briefing books	• Managing user access rights • Aligning department scorecards • Configuring status indicators • Configuring reporting periods • Configuring custom fields • Defining and using fiscal years • Generating custom reports • Developing custom grid views • Configuring measure series • Using calculated fields • Configuring external data sources • Configuring projects and Gantt charts

You have the option to add web-based or onsite training. Web-based training can be purchased in ½ day increments. Onsite training has the benefit of having an instructor in the classroom to answer questions and see challenges as they take place on participants' screens. Travel expenses for onsite trainings are billed at cost. Web-based training is $1,000 for ½ day, and onsite training can be purchased for $3,000 per day.

Scorecard Setup

Gunnison is responsible for creating and maintaining its scorecards, including categories, objectives, measures, initiatives, and action items. Gunnison is also responsible for meta data on these elements including information such as descriptions, owner, data source, dates, and any custom fields.

As an optional service, Ascendant can assist with initial configuration, organizational alignment, data entry, structuring Excel and Text file data imports and designing custom dashboards. This service is billed by the day and can be completed on-site or remotely. We included 5 days in this proposal for setup and data entry.

Setup	Price	Total Fees
System configuration, setup and data entry	$1,500 per day	$7,500.00
Setup Total		**$7,500.00**

ClearPoint Data Loader

The ClearPoint Data Loader connects your on-premise data sources to ClearPoint. The Data Loader can tap into any database that can be SQL queried as well as XLS and CSV files. Data can be uploaded to ClearPoint on a scheduled basis including daily, weekly, monthly, and quarterly.

Single Sign-on

For SSO, Ascendant partners with Ping Identity, which has a full support center. Ascendant will provide the client with a PingOne account, which will enable the Gunnison IT team to obtain a SAML standard

key and configure the connection with the desired active directory service, such as ADFS or Azure AD. For troubleshooting, Gunnison will work directly with Ping support. If additional Ascendant support is required, it will be at additional cost, similar to setup and training.

Html Exports

Exporting to HTML allows all Enterprise Package clients to export information from ClearPoint into non-password protected web pages. These pages can be linked to from your intranet site to share information internally, or can be linked to from your website to share information externally.

API Access

ClearPoint has a documented REST API, which is leveraged in the Data Loader, Community Dashboard Plugin and throughout the application itself. Gunnison will be able to use the API to GET, POST, PUT, and DELETE information in ClearPoint. Ascendant will provide documentation showing all of the calls and schema to implement the calls for Gunnison's own applications and needs.

Enterprise Package Cost Breakdown

The following table includes the proposed deliverables and the pricing for each item

Deliverable	Description	Price
ClearPoint SaaS Software User Licenses Base Annual Rate	Unlimited Users	$42,000
Premium Support	3 named contacts	Included
Enterprise Package features and services :	• Onboarding • Data Loader • Automatic Initiative Evaluations • Rules-Based Permissions • Single Sign-On • IP Restrictions • ClearPoint API • Master Measures Templates • HTML Exports • Recycle Bin • Scheduling of Reminders and exports • Automatic Objective Evaluation • Report Filtering • Automatic Notifications • Additional Calculation types • Additional Customization	Included in the Enterprise Package at no additional cost

Optional Features and Services	Additional Premium Support named contacts	$3,300/contact (no additional contacts purchased)
	Scorecard Setup – 5 days	$7,500.00
	Web-based Training	$4,000.00
	Travel Expenses	N/A
Total		**$42,000.00 + Optional Features and Services**

The features and capabilities of ClearPoint shall be in substantial conformance with the ClearPoint Software Features, which are attached hereto as Exhibit B.

Invoicing and Payment

The discounted Enterprise Package Annual Cost of $29,400 (see below) will be due and payable before January 31, 2020 following mutual execution of this Agreement, and by January 31 in each subsequent calendar year for all other years included in the term of this Agreement. Setup/Configuration and Training costs of $11,500 will be invoiced upon completion. Prices are in US dollars. Package cost will be billed annually and invoiced immediately following the execution of this contract. Gunnison has the option to add setup, training and Premium support at any time using the prices quoted in this proposal.

Discounts

Gunnison has the option to receive a discounted ClearPoint SaaS Software User Licenses Base Annual Rate and Premium Support for signing a contract for multiple years. We offer 5%, 10%, 15%, 20%, 25% and 30% discounts for two, three, four, five, six, and seven-year contracts respectively. If contract years are paid in advance, an additional 10% discount will apply. Additions made to the contract after the initial purchase are not guaranteed the same discount.

Length of Initial Commitment Term	Base Annual Rate	Discounted Annual Rate
2+ Years (5% Discount)	**$42,000**	**$39,900**
3+ Years (10% Discount)	**$42,000**	**$37,800**
4+ Years (15% Discount)	**$42,000**	**$35,700**
5+ Years (20% Discount)	**$42,000**	**$33,600**
6+ Years (25% Discount)	**$42,000**	**$31,500**
7+ Years (30% Discount)	**$42,000**	**$29,400**

The applicable Discounted Annual Rate payable by Gunnison is determined by the length of the Initial Commitment Term. The rates for other commitment terms are provided for informational and comparison purposes only. The Base Annual Rate and Discounted Annual Rate are subject to the Terms

and Conditions, including automatic renewal and adjustments to the Base Annual Rate and Discounted Annual Rate following the Initial Commitment Term.

This contract is subject to Gunnison County making an annual budget appropriation in an amount sufficient to fund this contract. If Gunnison County fails or refuses to make such an appropriation, Gunnison County reserves the right to terminate this contract. Gunnison has asked for a seven (7) year term. If Gunnison fails to pay for ClearPoint for the term it is committed to, then Gunnison is obligated to pay for the difference between the agreed upon price and the rated Gunnison would have paid if a shorter term was agreed upon. For example, if Gunnison stops using ClearPoint after one year, it will owe the difference between $29,400 and $42,000 ($12,600). If Gunnison stops using ClearPoint after two years, it will owe the difference between $29,400 and $39,900 for 2 years ($21,000).

Changes and Renewal

Changes to this agreement may be made through standard written communications, including email, and invoicing is an acceptable way to extend the agreement. The Base Annual Rate and Discounted Annual Rate are subject to the Terms and Conditions, including automatic renewal and adjustments to the Base Annual Rate and Discounted Annual Rate following the Initial Commitment Term. There will be a $250 per month charge for renewing a cancelled account, and all missing months must be paid in full.

Use of ClearPoint

Use of ClearPoint by individual Users is governed by the ClearPoint End User License Agreement (the "EULA"). Each Gunnison User is required to confirm acceptance of the EULA upon first login. The current version of the EULA is available at https://www.clearpointstrategy.com/support/end-user-license-agreement/.

AcceptanceThis Agreement, including the Terms and Conditions, and any Exhibits attached hereto, will be effective when signed by both parties. In the event of any conflict between this Agreement, the Terms and Conditions and Exhibits, the Agreement shall prevail.

By signing this Agreement, you represent to us that you have the proper authority to execute this Agreement on behalf of Gunnison and incur the obligations described in this Agreement on behalf of such company.

Signature:		**Signature:**	
Name: Ted K Jackson Ascendant Strategy Management Group	**Date**	**Name:** _____ Gunnison County, CO	**Date**

EXHIBIT A

TERMS AND CONDITIONS

1. Privacy & Security; Disclosure

Ascendant's privacy and security policies may be viewed at http://www.ascendantsmg.com. Ascendant reserves the right to modify its privacy and security policies in its reasonable discretion from time to time. Because the Service is a hosted, online application, Ascendant occasionally may need to notify all users of the Service of important announcements regarding the operation of the Service. agree that Ascendant can disclose the fact that you are a paying customer and the edition of the Service that you are using.

2. License Grant & Restrictions

Ascendant hereby grants you a non-exclusive, non-transferable, worldwide right to use the Service, solely for your own internal business purposes, subject to this Agreement. All rights not expressly granted to you are reserved by Ascendant and its licensors.

You may not access the Service if you are a direct competitor of Ascendant, except with Ascendant's prior written consent. In addition, you may not access the Service for purposes of monitoring its availability, performance or functionality, or for any other benchmarking or competitive purposes.

You shall not (i) license, sublicense, sell, resell, transfer, assign, distribute or otherwise commercially exploit or make available to any third party the Service or the Content in any way; (ii) modify or make derivative works based upon the Service or the Content; (iii) create Internet "links" to the Service or "frame" or "mirror" any Content on any other server or wireless or Internet-based device; or (iv) reverse engineer or access the Service in order to (a) build a competitive product or service, (b) build a product using similar ideas, features, functions or graphics of the Service, or (c) copy any ideas, features, functions or graphics of the Service. User licenses cannot be shared or used by more than one individual User but may be reassigned from time to time to new Users who are replacing former Users who have terminated employment or otherwise changed job status or function and no longer use the Service.

You may use the Service only for your internal business purposes and shall not: (i) send spam or otherwise duplicative or unsolicited messages in violation of applicable laws; (ii) send or store infringing, obscene, threatening, libelous, or otherwise unlawful or tortious material, including material harmful to children or violative of third party privacy rights; (iii) send or store material containing software viruses, worms, Trojan horses or other harmful computer code, files, scripts, agents or programs; (iv) interfere with or disrupt the integrity or performance of the Service or the data contained therein; or (v) attempt to gain unauthorized access to the Service or its related systems or networks.

3. Your Responsibilities

You are responsible for all activity occurring under your User accounts and shall abide by all applicable local, state, national and foreign laws, treaties and regulations in connection with your use of the Service, including those related to data privacy, international communications and the transmission of technical or personal data. You shall: (i) notify Ascendant immediately of any unauthorized use of any password or account or any other known or suspected breach of security; (ii) report to Ascendant immediately and use reasonable efforts to stop immediately any copying or distribution of Content that is known or suspected by you or your Users; and (iii) not impersonate another Ascendant user or provide false identity information to gain access to or use the Service.

4. Account Information and Data

Ascendant does not own any data, information or material that you submit to the Service in the course of using the Service ("Customer Data"). You, not Ascendant, shall have sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness, and intellectual property ownership or right to use of all Customer Data, and Ascendant shall not be responsible or liable for the deletion, correction, destruction, damage, loss or failure to store

any Customer Data. In the event this Agreement is terminated (other than by reason of your breach), Ascendant will make available to you a file of the Customer Data within 30 days of termination if you so request at the time of termination. Ascendant reserves the right to withhold, remove and/or discard Customer Data without notice for any breach, including, without limitation, your non-payment. Upon termination for cause, your right to access or use Customer Data immediately ceases, and Ascendant shall have no obligation to maintain or forward any Customer Data.

5. Intellectual Property Ownership

Ascendant alone (and its licensors, where applicable) shall own all right, title and interest, including all related Intellectual Property Rights, in and to the Ascendant Technology, the Content and the Service and any suggestions, ideas, enhancement requests, feedback, recommendations or other information provided by you or any other party relating to the Service. This Agreement is not a sale and does not convey to you any rights of ownership in or related to the Service, the Ascendant Technology or the Intellectual Property Rights owned by Ascendant. The Ascendant name, the Ascendant logo, and the product names associated with the Service are trademarks of Ascendant or third parties, and no right or license is granted to use them.

6. –Intentionally left blank --

7. Charges and Payment of Fees

You shall pay all fees or charges to your account in accordance with the fees, charges, and billing terms in effect at the time a fee or charge is due and payable. The initial charges will be equal to the current number of total User licenses requested times the User license fee currently in effect. Payments must be made annually in advance unless otherwise mutually agreed upon in an Order Form or through the Online Order Center. All payment obligations are non-cancelable and all amounts paid are nonrefundable. You are responsible for paying for all User licenses ordered for the entire License Term, whether or not such User licenses are actively used. You must provide Ascendant with valid credit card or approved purchase order information as a condition to signing up for the Service. An authorized License Administrator may add licenses by executing an additional written Order Form or using the Online Order Center. Added licenses will be subject to the following: (i) added licenses will be coterminous with the preexisting License Term (either Initial Term or renewal term); (ii) the license fee for the added licenses will be the then current, generally applicable license fee; and (iii) licenses added in the middle of a billing month will be charged in full for that billing month. Ascendant reserves the right to modify its fees and charges and to introduce new charges at any time, upon at least 30 days prior notice to you, which notice may be provided by e-mail. All pricing terms are confidential, and you agree not to disclose them to any third party.

8. Billing and Renewal

Ascendant (or its authorized Reseller, where applicable) charges and collects in advance for use of the Service. Ascendant (or its authorized Reseller) will automatically renew and bill your credit card or issue an invoice to you each year on the subsequent anniversary or as otherwise mutually agreed upon. Unless otherwise agreed to in the Software & Support Agreement for the term of that Agreement, the renewal charge will be equal to the then-current number of total User licenses times the license fee in effect during the prior term, unless Ascendant (or its authorized Reseller) has given you at least 30 days prior written notice of a fee increase, which shall be effective upon renewal and thereafter. Fees for other services will be charged on an as-quoted basis. Ascendant's fees are exclusive of all taxes, levies, or duties imposed by taxing authorities, and you shall be responsible for payment of all such taxes, levies, or duties, excluding only United States (federal or state) taxes based solely on Ascendant's income.

You agree to provide Ascendant (or its authorized Reseller) with complete and accurate billing and contact information. This information includes your legal company name, street address, e-mail address, and name and telephone number of an authorized billing contact and License Administrator. You agree to update this information within 30 days of any change to it. If the contact information you have provided is false or fraudulent, Ascendant (or its authorized Reseller) reserves the right to terminate your access to the Service in addition to any other legal remedies.

If you believe your bill is incorrect, you must contact us in writing within 60 days of the invoice date of the invoice containing the amount in question to be eligible to receive an adjustment or credit.

9. Non-Payment and Suspension

In addition to any other rights granted to Ascendant herein, Ascendant (or its authorized Reseller, where applicable) reserves the right to suspend or terminate this Agreement and your access to the Service if your account becomes delinquent (falls into arrears). Delinquent invoices (accounts in arrears) are subject to interest of 1.0% per month on any outstanding balance, or the maximum permitted by law, whichever is less, plus all expenses of collection. You will continue to be charged for User licenses during any period of suspension. If you or Ascendant (or its authorized Reseller) initiates termination of this Agreement, you will be obligated to pay the balance due on your account computed in accordance with the Charges and Payment of Fees section above. You agree that Ascendant (or its authorized Reseller) may charge such unpaid fees to your credit card or otherwise bill you for such unpaid fees.

Ascendant (or its authorized Reseller) reserves the right to impose a reconnection fee in the event you are suspended and thereafter request access to the Service. You agree and acknowledge that Ascendant has no obligation to retain Customer Data and that such Customer Data may be irretrievably deleted if your account is 30 days or more delinquent.

10. Termination upon Expiration/Reduction in Number of Licenses

This Agreement commences on the Effective Date. For all editions, the Initial Term will be as you elect during the online subscription process or as otherwise mutually agreed upon in an Order Form. Upon the expiration of the Initial Term, this Agreement will automatically renew for successive renewal terms equal in duration to the Initial Term (or one year, if the Initial Term is greater than one year) at Ascendant's then current fees. Either party may terminate this Agreement or reduce the number of licenses, effective only upon the expiration of the then current License Term, by notifying the other party in writing at least five (5) business days prior to the date of the invoice for the following term. In the case of free trials, notifications provided through the Service indicating the remaining number of days in the free trial shall constitute notice of termination. In the event this Agreement is terminated (other than by reason of your breach), Ascendant will make available to you a file of the Customer Data within 30 days of termination if you so request at the time of termination. You agree and acknowledge that Ascendant has no obligation to retain the Customer Data, and may delete such Customer Data, more than 30 days after termination.

11. Termination for Cause

Any breach of your payment obligations or unauthorized use of CLEARPOINT or Service will be deemed a material breach of this Agreement. Ascendant, in its sole discretion, may terminate your password, account or use of the Service if you breach or otherwise fail to comply with this Agreement. In addition, Ascendant may terminate a free account at any time in its sole discretion. You agree and acknowledge that Ascendant has no obligation to retain the Customer Data, and may delete such Customer Data, if you have materially breached this Agreement, including but not limited to failure to pay outstanding fees, and such breach has not been cured within 30 days of notice of such breach.

In the event that either (a) you terminate this Agreement prior to expiration of the Initial Term, or (b) Ascendant terminates this Agreement prior to expiration of the Initial Term pursuant to Sections 9, 10 or and/or 11 of these Terms and Conditions, Ascendant shall be entitled, in addition to all other remedies available to Ascendant, for the present value of any difference between the Base Annual Rate and Discounted Annual Rate from the date of termination until the end of the Initial Term, pro-rated for any partial years.

12. Representations & Warranties

Each party represents and warrants that it has the legal power and authority to enter into this Agreement. Ascendant represents and warrants that it will provide the Service in a manner consistent with general industry standards reasonably applicable to the provision thereof and that the Service will perform substantially in accordance with the online Ascendant help documentation under normal use and circumstances. You represent and warrant that you have

not falsely identified yourself nor provided any false information to gain access to the Service and that your billing information is correct.

13. Mutual Indemnification

You shall indemnify and hold Ascendant, its licensors, its authorized Resellers, and each such party's parent organizations, subsidiaries, affiliates, officers, directors, employees, attorneys, and agents harmless from and against any and all claims, costs, damages, losses, liabilities and expenses (including attorneys' fees and costs) arising out of or in connection with: (i) a claim alleging that use of the Customer Data infringes the rights of, or has caused harm to, a third party; (ii) a claim, which if true, would constitute a violation by you of your representations and warranties; or (iii) a claim arising from the breach by you or your Users of this Agreement, provided in any such case that Ascendant (a) gives written notice of the claim promptly to you; (b) gives you sole control of the defense and settlement of the claim (provided that you may not settle or defend any claim unless you unconditionally release Ascendant of all liability and such settlement does not affect Ascendant's business or Service); (c) provides to you all available information and assistance; and (d) has not compromised or settled such claim.

Ascendant shall indemnify and hold you and your parent organizations, subsidiaries, affiliates, officers, directors, employees, attorneys and agents harmless from and against any and all claims, costs, damages, losses, liabilities and expenses (including attorneys' fees and costs) arising out of or in connection with: (i) a claim alleging that the Service directly infringes a copyright, a U.S. patent issued as of the Effective Date, or a trademark of a third party; (ii) a claim, which if true, would constitute a violation by Ascendant of its representations or warranties; or (iii) a claim arising from breach of this Agreement by Ascendant; provided that you (a) promptly give written notice of the claim to Ascendant; (b) give Ascendant sole control of the defense and settlement of the claim (provided that Ascendant may not settle or defend any claim unless it unconditionally releases you of all liability); (c) provide to Ascendant all available information and assistance; and (d) have not compromised or settled such claim. Ascendant shall have no indemnification obligation, and you shall indemnify Ascendant pursuant to this Agreement, for claims arising from any infringement arising from the combination of the Service with any of your products, service, hardware or business process(s).

14. Disclaimer of Warranties

ASCENDANT AND ITS LICENSORS MAKE NO REPRESENTATION, WARRANTY, OR GUARANTY AS TO THE RELIABILITY, TIMELINESS, QUALITY, SUITABILITY, TRUTH, AVAILABILITY, ACCURACY OR COMPLETENESS OF THE SERVICE OR ANY CONTENT. ASCENDANT AND ITS LICENSORS DO NOT REPRESENT OR WARRANT THAT (A) THE USE OF THE SERVICE WILL BE SECURE, TIMELY, UNINTERRUPTED OR ERROR-FREE OR OPERATE IN COMBINATION WITH ANY OTHER HARDWARE, SOFTWARE, SYSTEM OR DATA, (B) THE SERVICE WILL MEET YOUR REQUIREMENTS OR EXPECTATIONS, (C) ANY STORED DATA WILL BE ACCURATE OR RELIABLE, (D) THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION, OR OTHER MATERIAL PURCHASED OR OBTAINED BY YOU THROUGH THE SERVICE WILL MEET YOUR REQUIREMENTS OR EXPECTATIONS, (E) ERRORS OR DEFECTS WILL BE CORRECTED, OR (F) THE SERVICE OR THE SERVER(S) THAT MAKE THE SERVICE AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. THE SERVICE AND ALL CONTENT IS PROVIDED TO YOU STRICTLY ON AN "AS IS" BASIS. ALL CONDITIONS, REPRESENTATIONS AND WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT OF THIRD PARTY RIGHTS, ARE HEREBY DISCLAIMED TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW BY ASCENDANT AND ITS LICENSORS.

15. Internet Delays

ASCENDANT'S SERVICES MAY BE SUBJECT TO LIMITATIONS, DELAYS, AND OTHER PROBLEMS INHERENT IN THE USE OF THE INTERNET AND ELECTRONIC COMMUNICATIONS. ASCENDANT IS NOT RESPONSIBLE FOR ANY DELAYS, DELIVERY FAILURES, OR OTHER DAMAGE RESULTING FROM SUCH PROBLEMS.

16. Limitation of Liability

IN NO EVENT SHALL EITHER PARTY'S AGGREGATE LIABILITY EXCEED THE AMOUNTS ACTUALLY PAID BY AND/OR DUE FROM YOU IN THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO SUCH CLAIM. IN NO EVENT SHALL EITHER PARTY AND/OR ITS LICENSORS BE LIABLE TO ANYONE FOR ANY INDIRECT, PUNITIVE, SPECIAL, EXEMPLARY, INCIDENTAL, CONSEQUENTIAL OR OTHER DAMAGES OF ANY TYPE OR KIND (INCLUDING LOSS OF DATA, REVENUE, PROFITS, USE OR OTHER ECONOMIC ADVANTAGE) ARISING OUT OF, OR IN ANY WAY CONNECTED WITH THIS SERVICE, INCLUDING BUT NOT LIMITED TO THE USE OR INABILITY TO USE THE SERVICE, OR FOR ANY CONTENT OBTAINED FROM OR THROUGH THE SERVICE, ANY INTERRUPTION, INACCURACY, ERROR OR OMISSION, REGARDLESS OF CAUSE IN THE CONTENT, EVEN IF THE PARTY FROM WHICH DAMAGES ARE BEING SOUGHT OR SUCH PARTY'S LICENSORS HAVE BEEN PREVIOUSLY ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

17. Additional Rights

Certain states and/or jurisdictions do not allow the exclusion of implied warranties or limitation of liability for incidental, consequential or certain other types of damages, so the exclusions set forth above may not apply to you.

18. Local Laws and Export Control

This site provides services and uses software and technology that may be subject to United States export controls administered by the U.S. Department of Commerce, the United States Department of Treasury Office of Foreign Assets Control, and other U.S. agencies and the export control regulations of Switzerland and the European Union. The user of this site ("User") acknowledges and agrees that the site shall not be used, and none of the underlying information, software, or technology may be transferred or otherwise exported or re-exported to countries as to which the United States, Switzerland and/or the European Union maintains an embargo (collectively, "Embargoed Countries"), or to or by a national or resident thereof, or any person or entity on the U.S. Department of Treasury's List of Specially Designated Nationals or the U.S. Department of Commerce's Table of Denial Orders (collectively, "Designated Nationals"). The lists of Embargoed Countries and Designated Nationals are subject to change without notice. By using the Service, you represent and warrant that you are not located in, under the control of, or a national or resident of an Embargoed Country or Designated National. You agree to comply strictly with all U.S., Swiss and European Union export laws and assume sole responsibility for obtaining licenses to export or re-export as may be required.

This site may use encryption technology that is subject to licensing requirements under the U.S. Export Administration Regulations, 15 C.F.R. Parts 730-774 and Council Regulation (EC) No. 1334/2000

Ascendant and its licensors make no representation that the Service is appropriate or available for use in other locations. If you use the Service from outside the United States of America, Switzerland and/or the European Union, you are solely responsible for compliance with all applicable laws, including without limitation export and import regulations of other countries. Any diversion of the Content contrary to United States, Swiss or European Union (including European Union Member States) law is prohibited. None of the Content, nor any information acquired through the use of the Service, is or will be used for nuclear activities, chemical or biological weapons, or missile projects, unless specifically authorized by the United States government or appropriate European body for such purposes.

19. Notice

Ascendant may give notice by means of a general notice on the Service, electronic mail to your e-mail address on record in Ascendant's account information, or by written communication sent by first class mail or pre-paid post to your address on record in Ascendant's account information. Such notice shall be deemed to have been given upon the expiration of 48 hours after mailing or posting (if sent by first class mail or pre-paid post) or 12 hours after sending (if sent by email). You may give notice to Ascendant (such notice shall be deemed given when received by Ascendant) at any time by any of the following: letter sent by confirmed facsimile to Ascendant at the following fax number: (617) 848-2941; letter delivered by nationally recognized overnight delivery service or first class postage prepaid mail to Ascendant at the following addresses: Ascendant Strategy Management Group, 75 Arlington Street, 5th Floor, Boston, MA 02116, addressed to the attention of: Chief Financial Officer.

20. Modification to Terms

Ascendant reserves the right to modify the terms and conditions of this Agreement or its policies relating to the Service at any time, effective upon posting of an updated version of this Agreement on the Service. You are responsible for regularly reviewing this Agreement. Continued use of the Service after any such changes shall constitute your consent to such changes.

21. Assignment; Change in Control

This Agreement may not be assigned by you without the prior written approval of Ascendant but may be assigned without your consent by Ascendant to (i) a parent or subsidiary, (ii) an acquirer of assets, or (iii) a successor by merger. Any purported assignment in violation of this section shall be void. Any actual or proposed change in control of you that results or would result in a direct competitor of Ascendant directly or indirectly owning or controlling 50% or more of you shall entitle Ascendant to terminate this Agreement for cause immediately upon written notice.

22. General

This Agreement shall be governed by Massachusetts law and controlling United States federal law, without regard to the choice or conflicts of law provisions of any jurisdiction, and any disputes, actions, claims or causes of action arising out of or in connection with this Agreement or the Service shall be subject to the exclusive jurisdiction of the state and federal courts located in Boston, MA. No text or information set forth on any other purchase order, preprinted form or document (other than an Order Form, if applicable) shall add to or vary the terms and conditions of this Agreement. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, then such provision(s) shall be construed, as nearly as possible, to reflect the intentions of the invalid or unenforceable provision(s), with all other provisions remaining in full force and effect. No joint venture, partnership, employment, or agency relationship exists between you and Ascendant as a result of this agreement or use of the Service. The failure of Ascendant to enforce any right or provision in this Agreement shall not constitute a waiver of such right or provision unless acknowledged and agreed to by Ascendant in writing. This Agreement, together with any applicable Order Form, comprises the entire agreement between you and Ascendant and supersedes all prior or contemporaneous negotiations, discussions or agreements, whether written or oral, between the parties regarding the subject matter contained herein.

23. Definitions

As used in this Agreement and in any Order Forms now or hereafter associated herewith: "Agreement" means these online terms of use, any Order Forms, whether written or submitted online via the Online Order Center, and any materials available on the Ascendant website specifically incorporated by reference herein, as such materials, including the terms of this Agreement, may be updated by Ascendant from time to time in its sole discretion; "Content" means the audio and visual information, documents, software, products and services contained or made available to you in the course of using the Service; "Customer Data" means any data, information or material provided or submitted by you to the Service in the course of using the Service; "Effective Date" means the earlier of either the date this Agreement is accepted by selecting the "I Accept" option presented on the screen after this Agreement is displayed or the date you begin using the Service; "Initial Term" means the contract term, beginning on the contract start date and ending on the contract end date, specified on the applicable Order Form; "Intellectual Property Rights" means unpatented inventions, patent applications, patents, design rights, copyrights, trademarks, service marks, trade names, domain name rights, mask work rights, know-how and other trade secret rights, and all other intellectual property rights, derivatives thereof, and forms of protection of a similar nature anywhere in the world; "License Administrator(s)" means those Users designated by you who are authorized to purchase licenses online using the Online Order Center or by executing written Order Forms and to create User accounts and otherwise administer your use of the Service; "License Term(s)" means the period(s) during which a specified number of Users are licensed to use the Service pursuant to the Order Form(s); "Order Form(s)" means the form evidencing the initial subscription for the Service and any subsequent order forms submitted online or in written form, specifying, among other things, the number of licenses and other services contracted for, the applicable fees, the billing period, and other charges as agreed to between the

parties, each such Order Form to be incorporated into and to become a part of this Agreement (in the event of any conflict between the terms of this Agreement and the terms of any such Order Form, the terms of this Agreement shall prevail); "Online Order Center" means Ascendant's online application that allows the License Administrator designated by you to, among other things, add additional Users to the Service; "Ascendant" means collectively Ascendant Strategy Management Group, LLC, a Massachusetts corporation, having its principal place of business at 75 Arlington Street, 5th Floor, Boston, MA 02116. "Ascendant Technology" means all of Ascendant's proprietary technology (including software, hardware, products, processes, algorithms, user interfaces, know-how, techniques, designs and other tangible or intangible technical material or information) made available to you by Ascendant in providing the Service; "Service(s)" means the specific edition of Ascendant's online customer relationship management, billing, data analysis, or other corporate ERP services identified during the ordering process, developed, operated, and maintained by Ascendant, accessible via http://www.AscendantSMG.com or another designated web site or IP address, or ancillary online or offline products and services provided to you by Ascendant, to which you are being granted access under this Agreement, including the Ascendant Technology and the Content; "User(s)" means your employees, representatives, consultants, contractors or agents who are authorized to use the Service and have been supplied user identifications and passwords by you (or by Ascendant at your request).

Questions or Additional Information:

If you have questions regarding this Agreement or wish to obtain additional information, please send an e-mail to info@ascendantsmg.com.

EXHIBIT B CLEARPOINT SOFTWARE FEATURES

ClearPoint Strategy

ClearPoint Software Features

Curious about what you're getting with ClearPoint? Whether it's project management, KPI tracking, or keeping your organization accountable, our features have you covered.

SCORECARDS AND DASHBOARDS

Balanced Scorecard
Unlimited Linking
Strategy Maps
Automatic Measure Evaluations
Qualitative Analysis
Automatic Objective Evaluations*
Community Dashboard Publishing**

EASE OF USE

On-Page Editing
Modern Responsive Design
Integrated Help & Tooltips
Favorites and Ownership
Bulk Changes
Revision History & Undo
ADA Accessibility
Recycle Bin & Undelete*
Scheduling*
Scorecard Update Template*

REPORTS

WYSIWIG Export to PDF
Unlimited Reports
Drag & Drop Report Builder
Heatmap Reports
Report Templates
Clickable Briefing Books
Export to Excel and PowerPoint
Custom Report Styles
Export for Web*
Calculated Fields*
Report Filtering*

MEASURES

Basic & SQL Calculations
Unlimited Charts
Custom Reporting Frequency
Measure Library*
Advanced Charting*
Aggregate Series Calculations*
Aggregate Status Calculations*
Reference Series Calculations**
Live Benchmarking**

PROJECT MANAGEMENT

Initiatives
Milestones and Sub-Milestones
Risk and Action Item Tracking
Gantt Charting
Automatic Initiative Evaluations**

INTEGRATION

Manually Enter Data
Cut & Paste
Load Data Automatically*
Embed Codes*
ClearPoint API**
Webhooks**
Integrate with Zapier**

SUPPORT

Online Support Center
Email Support
Client Kick-Off and Planning Calls
Telephone Support*
In-App Messaging Support*
Onboarding*

NOTIFICATIONS

Email Reminders*
In-Application Notifications*
Automatic Update Notifications*
Alerts for Status Changes*

CUSTOMIZATION

Custom Fields
Custom Layouts
Custom Status Indicators
Custom Charts
Custom Page Styles*
Custom Table Styles*
Custom Number Formats*
Data HTML Custom Fields*

SECURITY

By-Scorecard User Permissions
Two-Factor Authentication
Password Management
Scorecard Backup*
Rules-Based Permissions**
Single Sign-On**
IP Restrictions**

TEMPLATES

Copy Reports and Elements
Default Layouts and Series
Bulk Field Changes
Summary Report Templates
Master Measure Templates**
Project Templates**
Bulk Scorecard & Account Updates**

**Professional Plan and above **Enterprise Plan only*

To learn more, visit:

www.clearpointstrategy.com/all-scorecard-features

Not sure what you need? Give us a call to talk through your reporting challenges.

1-866-568-0590

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