

NEWORG MANAGEMENT SYSTEM

HOSTING & SUPPORT AGREEMENT

Lawyers Concerned For Lawyers

Wednesday, September 08, 2021, Version 2019



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Hosting & Support Agreement



SUMMARY

Effective Date	Expiration Date		Customer #
10/15/2021	10/15/2022		N/A

# of Users		Web Portal Hosting	Monthly Hosting & Support Payment
5		YES	\$395USD

NOTE: Monthly Hosting & Support payments will begin **3** months from the agreement Effective Date.

This Application Service Provider Agreement (the "Agreement") is made as of the "Effective Date" above by and between NewOrg Management System, Inc. (NEWORG) and **Lawyers Concerned For Lawyers**

(hereinafter "Customer").

WHEREAS NEWORG owns the NewOrg Management System (hereinafter "Application") which is a database management system for non-profit organizations hosted by NEWORG in a secure facility.

WHEREAS Customer desires to utilize the NewOrg Management System; and

WHEREAS NEWORG is willing to enter into an agreement with Customer whereby Customer will obtain access to NewOrg Management System.

NOW, THEREFORE, the parties agree as follows:

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DEFINITIONS

The following terms, when capitalized, will have the meanings designated in this Definitions section:

- **Access:** An event in which Customer logs on to the Application using a username and password provided by the Customer's system administrator. Customer shall be responsible for maintaining all usernames and passwords.
- **Confidential Information:** All data residing in the system is secure and considered confidential and will not be distributed to or accessed by any third parties without customer's express written consent.
- **Downtime:** The period in which the application is unable to be accessed from the internet.
- **Licensed Software:** Proprietary NEWORG software and reporting tools hosted on NEWORG Servers.
- **Permitted Users:** Individuals employed or retained by Customer who have been registered in the Application and given a password to Access the Application pursuant to this Agreement.
- **Resource Days:** Seven hours of one consultant/technician/trainer/developer constitutes one resource day. Each additional consultant/technician/trainer/developer will simultaneously incur resource days. For example, if two consultant/technician/trainer/developers each spend seven hours on the same day on-site providing support services those hours will constitute two resource days.
- **Support Services:** Includes training, technical support, general assistance, planning, architecture design, reporting.
- **NEWORG Servers:** Computer hardware servers controlled and owned by NEWORG.

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TERMS AND CONDITIONS

1. **Services.**

1.1

Subject to the terms of this Agreement, NEWORG will provide Customer with the Application. NEWORG shall also provide Support Services as set forth below.

1.1.1

The NewOrg Management System is a hosted web based software system designed to provide Non Profit Organizations an application to manage, store, and report on Client, Service, Donor, Donation, Staff, Timesheet, and Event data and provide an interface for managing mass email and web site content. No warrantee is made with regards to the suitability of any particular feature or functionality to Customer's programs or requirements. Features may change over time at the discretion of NEWORG.

1.2

Scheduled Available Time: NEWORG shall use reasonable efforts to make the Application available twenty-four (24) hours per day, seven (7) days a week, excluding:

1.2.1

Scheduled downtime for systems maintenance, including without limitation diagnostics, upgrades, and operations reconfiguration.

1.2.2

Unscheduled downtime caused by other forces beyond the immediate control of NEWORG, including software defects, hardware failures, or downtime caused by Customer's network or the Internet.

1.3.1

Support Services (Set up of Application): NEWORG support will be provided by phone, e-mail, and on-site assistance. On site assistance will occur when deemed necessary by NEWORG. During the initial configuration and launch of the Application, NEWORG will provide resources for planning, customizations, custom reports, and administrator training at the agreed upon rate. These days may be on-site or otherwise.

1.3.2

Support Services (Ongoing): NEWORG support will be provided by phone, e-mail, and on-site assistance. On site assistance will occur when deemed necessary by NEWORG. NEWORG will provide support and assistance related to the Application, its use, configuration, and management. NEWORG will answer an unlimited number of support requests per month, up to one (1) hour per incident. Additional consulting or support is available at NEWORG's standard consulting rate.

1.3.3

Access to Data: Customer can export data locally using reports at any time, but if a full copy of the database is required, Customer may request from support a full backup copy of the database on a monthly basis. This will be made available via secure FTP.

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1.3.4

Scheduled down time: From time to time, NEWORG will schedule downtime of the system to initiate new features, update software and hardware, etc. Whenever possible, NEWORG will limit scheduled down time to weekends and overnight. All users will be notified via email and through All System Notices of the scheduled down time.

1.3.5

Exclusions: NEWORG is not responsible for, and will not provide support or troubleshooting services for client network connectivity, client computer hardware or software issues, browser problems or conflicts. NEWORG will provide support only on systems meeting the minimum system requirements described in section 11 of this contract.

2. **Licenses.**

2.1

Licensed Software: Subject to the terms of this Agreement, NEWORG hereby grants to Customer a nonexclusive, limited, personal license to allow the Permitted Users to use the Application. Customer's rights in the Licensed Software will be limited to the limited license expressly granted in this Section 3. NEWORG reserves all rights and licenses in and to the Licensed Software not expressly granted to Customer under this Agreement.

2.2

License Restrictions. Unless otherwise provided for in this Agreement, Customer may not, nor permit any third party to: (a) copy the Licensed Software; (b) modify, translate or otherwise create derivative works of the Licensed Software; (c) disassemble, decompile or reverse engineer the object code or source code of the Application; (d) publish, or otherwise make available to any third party, any benchmark testing information or results; or (e) export or re-export the Licensed Software in violation of any United States export law or regulation.

3. **Intellectual Property.**

3.1

NEWORGs' Intellectual Property: NEWORG and its licensors (if any) exclusively own all intellectual property rights, title and interest in any ideas, concepts, know-how, documentation or techniques NEWORG provides under this Agreement related to the Application, and all technology available on the NEWORG Servers. Customer agrees and acknowledges that no title to the Licensed Software or any aspect of the NEWORG Application shall pass to Customer under this Agreement.

3.2

Customer's Intellectual Property: All data and content entered by Customer or Imported by NEWORG on behalf of Customer remains the exclusive property of Customer. Customer owns all data, content, images, design, etc related to Web Site's being hosted. Customer reserves all rights to any data, images, video, audio, design and content.

4. **Permitted Users.**

Password Allocation: Both parties shall identify employees who are Permitted Users and who will receive passwords and keys to use the Application for the purposes permitted by this Agreement.

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Either party will immediately notify the other if it determines, or has reason to believe, that an unauthorized party has gained access to a password. Either party shall hold each other harmless from any claim, proceeding, loss or damages based upon any use, misuse, or unauthorized use of passwords.

5. Confidential Information.

5.1

Agreement Terms: Under no circumstances may either party disclose any pricing or business terms related specifically to this Agreement, or any negotiations thereof, to any third party (including, but not limited to, competitors, industry analysts, press or media) without expressed agreement from the other party which will not be unreasonably withheld.

5.2

Obligation: Neither party will use any Confidential Information of the disclosing party except as expressly permitted in this Agreement or as expressly authorized in writing by the disclosing party. Each party shall use the same degree of care to protect the disclosing party's Confidential Information as it uses to protect its own Confidential Information of like nature, but in no circumstances less than reasonable care. Neither party is allowed to disclose the other party's Confidential Information to any person or entity other than the receiving party's officers, employees, consultants and legal advisors who need access to such Confidential Information to effect the intent of the Agreement. Customer shall not disclose, orally or in writing, any benchmark tests of the Licensed Software to any third party. Each party agrees to notify the other of any unauthorized use or disclosure of Confidential Information and to provide reasonable assistance to such other party, and its licensors, in the investigation and prosecution of such unauthorized use or disclosure.

5.3

Deemed Confidential Information: The Application shall be deemed the Confidential Information of NEWORG.

5.4

HIPAA Compliance: The NewOrg Management System is hosted in a secure facility and employs reasonable safeguards to ensure the integrity and security of the client's data. All data modification and system access is recorded for auditability and the data is encrypted and backed up nightly. Access to the system requires a username and password and all web access is through a Secure Socket Layer (SSL) connection. The Application shall be modified where possible and practical to adapt to new security threats, regulatory requirements, and emerging best practices.

6. Term and Renewal.

6.1

This Agreement shall be effective for a period of one year starting from the Effective Date ("Initial Term"). This agreement shall automatically be renewed for successive one year periods unless terminated by either party upon thirty (30) days notice prior to the expiration of the current period.

The payment terms set forth in above Summary section are based on the estimated number of Permitted Users and current NEWORG pricing schedule as of the date of the Agreement. NEWORG reserves the right to periodically audit the number of Permitted Users and to update the

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Monthly Hosting & Support Payment amount. However, during the Initial Term any changes to the Monthly Hosting & Support Payment amount shall solely be based on changes in the number of Permitted Users and not any updated pricing schedules introduced by NEWORG.

After the Initial Term and with three months notice, NEWORG may periodically introduce new pricing schedules for Monthly Hosting & Support. Any updates to NEWORG's pricing schedule shall not occur more frequently than one time in any twelve (12) month period.

7. Termination.

This Agreement, and any Exhibit referencing this Agreement, may be terminated as follows:

7.1

If Customer fails to make any payment due hereunder, and fails to cure such breach within 10 business days after receiving written notice from NEWORG, then NEWORG may immediately and without further notice terminate this Agreement and declare all sums due, and to become due hereunder, immediately payable.

7.2

Except as set forth in Section 7.1 above, if either party materially breaches any term or condition of this Agreement and fails to cure such breach within 30 days after receiving written notice of the breach, the non-breaching party may terminate this Agreement on written notice at any time following the end of such 30-day period. No penalties shall be assessed as long as the above terms are met.

7.3

This Agreement may terminate immediately upon notice by NEWORG if a receiver is appointed to Customer, an assignee is appointed for the benefit of creditors of Customer, or in the event of Customer insolvency or Customer's inability to pay debts as they become due, except as may be prohibited by applicable bankruptcy laws. Such termination shall not be deemed a material breach of this Agreement, and Customer shall not incur any additional liability due to such termination.

7.4

Software: Upon termination or expiration of this Agreement, all Customer rights to the Application, including but not limited to the rights to use and Access, automatically terminate immediately. Customer will discontinue its use of the Application and return or provide verification of destruction related to any copy of any Confidential Information of the Application it may possess.

7.5

Should NEWORG or Customer terminate this agreement (as described above) NEWORG will provide Customer with all of their accumulated data in the form of a MS SQL database or HTML web content (for clients using Content Manager) at no cost.

7.6

Should NEWORG become unable or unwilling to continue to host and support the Application, NEWORG will continue to host, support and provide access to the Application for 90 days from the date of written notice at the monthly rate at the time of termination.

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8. **Limitation of Liability.**

8.1

IN NO EVENT WILL NEWORG'S LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT EXCEED THE SUM OF FEES PAID BY CUSTOMER FOR THE SERVICES GIVING RISE TO THE LIABILITY DURING THE ONE YEAR PERIOD IMMEDIATELY PRECEDING THE DATE THE ALLEGED LIABILITY AROSE. IN NO EVENT WILL NEWORG, ITS LICENSORS, OR ITS SUPPLIERS HAVE ANY LIABILITY TO CUSTOMER FOR ANY CONSEQUENTIAL OR INCIDENTAL LOSSES, INCLUDING BUT NOT LIMITED TO LOST PROFITS, LOSS OF BUSINESS, LOSS OF USE OR OF DATA, ANY UNAUTHORIZED ACCESS TO, ALTERATION, THEFT OR DESTRUCTION OF CUSTOMER'S COMPUTER SYSTEMS, DATA FILES, PROGRAMS OR INFORMATION, OR COSTS OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, OR FOR ANY INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES HOWEVER CAUSED AND UNDER ANY THEORY OF LIABILITY AND WHETHER OR NOT NEWORG HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. THE PARTIES AGREE THAT THE TERMS IN THIS LIMITATION OF LIABILITY SECTION REPRESENT A REASONABLE ALLOCATION OF RISK.

8.2

Disaster Recovery: NEWORG will make commercially reasonable efforts to create and protect back-up copies of customer data. Subject to the above, NEWORG shall have no liability or duty of indemnification related to lost or corrupt data. This limitation of liability eliminates any duty or liability on the part of NEWORG related to lost or corrupt data resulting in part or in whole from third-party software or networking goods or services or from actions or events outside of its control.

8.3

IN NO EVENT WILL CUSTOMER'S LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT EXCEED THE SUM OF FEES PAID BY CUSTOMER FOR THE SERVICES.

9. **Warranty.**

9.1

Mutual Warranty: Each party warrants to each other that it has the right and authority to enter into, and to grant the rights and perform the obligations described in, this Agreement.

9.2

Limited Warranty. Each party will perform its obligations hereunder in a good and workmanlike manner. The sole remedy and exclusive liability for breach of this warranty shall be re-performance of the breaching party's obligations.

9.3

Disclaimer: NEWORG specifically does not warrant that the use of the Application will be uninterrupted or error-free, that patches or workarounds will be provided, or that errors will be corrected in Application updates, or in every case, or that NEWORG will detect every bug in Customer's systems, or that Customer's systems will operate without error after testing. NEWORG disclaims any and all liability resulting from or related to any breach of Internet security or disruption of Customer's connections to the Internet, due to any reason beyond NEWORG's control.

9.4

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Exclusive Warranty: THE ABOVE WARRANTY IS EXCLUSIVE. NEWORG MAKES NO OTHER WARRANTY OF ANY KIND, WHETHER WRITTEN OR ORAL, EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE RELATING TO THE TERMS OF THE SOFTWARE, OR ANY MATERIALS OR SERVICES FURNISHED OR PROVIDED TO CUSTOMER UNDER THIS AGREEMENT.

9.5

As-Is Basis: THE SOFTWARE AND SERVICES ARE PROVIDED TO CUSTOMER UNDER THIS AGREEMENT ON AN "AS-IS" BASIS. NEWORG SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT.

10. **General.**

10.1

Publicity: NEWORG will have the right to include quotes from Customer in NEWORG press releases upon Customer's prior approval of such quotes, which approval will not be unreasonably withheld, conditioned or delayed. Customer agrees that NEWORG may use Customer's name, trademarks and logos in press releases, product brochures and similar marketing materials, financial reports and prospectuses indicating that Customer is a customer of NEWORG, and may use Customer as a reference for sales and public relations purposes.

10.2

Assignment: Customer may not assign any of its rights or delegate any of its obligations under this Agreement, whether by operation of law or otherwise, without the prior express written consent of NEWORG. Assignment without such consent shall be null and void. Subject to the foregoing, this Agreement will bind and inure to the benefit of the parties and their respective successors and assigns.

10.3

Amendment: The terms and conditions of this Agreement, may not be changed except by an amendment in writing, which references this Agreement and is signed by an authorized officer of each party.

10.4

Waiver: No failure or delay by either party in exercising any right or remedy under this Agreement shall operate or be deemed as a waiver of any such right or remedy.

10.5

Choice of Law: This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.

10.6

Arbitration and Equitable Relief: The parties agree that any dispute or controversy arising out of or relating to any interpretation, construction, performance or breach of this Agreement, shall be settled by expedited arbitration to be held in Miami, Florida, in accordance with the rules of the American Arbitration Association then in effect. The arbitrator may grant injunctions or other relief in such dispute or controversy. The decision of the arbitrator shall be final, conclusive and binding on the parties to the arbitration. Judgment may be entered on the arbitrator's decision in any court having jurisdiction. NEWORG and Customer shall each pay one-half of the costs and expenses of such arbitration, and each of the parties shall separately pay its counsel fees and expenses.

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Nothing herein shall prevent either party from seeking emergency equitable relief in a court of law if necessary.

10.7

Notices: All notices required under this Agreement must be in writing. Notices shall be effective upon (a) actual delivery to the other party, if delivered in person, or by facsimile, or by national overnight courier, or by email; or (b) five business days after being mailed via U.S. postal service, postage prepaid. All notices shall be sent to the address stated in this Agreement or at such other address as either party may provide by advance written notice in accordance with this subsection.

10.8

Independent Entities: The parties are independent entities. Neither party shall be deemed to be an employee, agent, partner, joint venturer or legal representative of the other for any purpose, and neither shall have any right, power or authority to create any obligation or responsibility on behalf of the other, solely as a result of this Agreement.

10.9

Severability: Any provision of this Agreement that is held to be unenforceable in any jurisdiction shall be ineffective only as to that jurisdiction, and only to the extent of the unenforceability of such provision without invalidating the remaining provisions hereof.

10.10

Force Majeure: Except for Customer's obligations to make payment hereunder, neither party will be deemed to be in breach of this Agreement, or be entitled to damages or credits pursuant to this Agreement, for any failure or delay in performance caused by reasons beyond its reasonable control, caused by the other party or by an act of God, war, civil disturbance, court order, labor dispute, or other cause beyond its reasonable control, including without limitation failures or fluctuations in power, heat, light, air conditioning or telecommunications equipment.

10.11

Complete Understanding: This Agreement, including all Schedules, Exhibits and Attachments, constitutes the final and complete agreement between the parties regarding the subject matter hereof, and supersedes any prior or contemporaneous communications, representations or agreements between the parties, whether oral or written.

10.12

Survival. The respective rights and obligations under the Sections headed Confidential Information, Termination, and Limitation of Liability, in addition to any payment obligations incurred pursuant to this Agreement, shall survive the termination or expiration of this Agreement.

11. System Requirements.

11.1

Application is supported using Google Chrome or Mozilla Firefox as the internet browser. Certain security and firewall setting will be required to utilize the Application. NEWORG will advise Customer's administrator of those requirements. NEWORG reserves the right to change these requirements.

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EXECUTION

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date.

Accepted and Agreed:

Lawyers Concerned for Lawyers

NewOrg Management System, Inc.

By _____

By: _____

Name: _____

Name: John Baker

Title: _____

Title: Sr. Account Manager

Date: _____

Date: _____

Address for correspondence to

Address for correspondence to

Name Here:

NewOrg Management System:

3704 Albemarle St. N.W.

Washington, DC 20016
