

**WorkLife Systems, Inc. (WLS)**

**Internet Software System**

**Service License Agreement (SLA)**

**THIS SERVICE LICENSE AGREEMENT** (the “Agreement”) dated () between **WorkLife Systems, Inc.** (hereinafter WLS), an S-Corp organized under the laws of the state of Minnesota with its principle place of business at 4848 Safari Pass, Eagan, MN 55122 and () having its principle offices at () (hereinafter “Licensee”).

**1. PURPOSE OF THIS AGREEMENT.** This Agreementsets forth the terms and conditions under which WLS agrees to provide the Licensee with a license to use the Internet Software and related services (herein after “Services”) more fully described herein and the attached Services and Fees Exhibit (the “Exhibit).

**2. DEFINITIONS**. **Software** shall include the WLS Internet Application that is the online Information and Referral System used for provider data management, referral, online client searches and data reporting. The definition of Software shall include all associated technical and user documentation. **Services and support** include WLS unlimited support during regular business hours, 9AM-4PM, CST, Monday-Friday and non-business hours urgent pager 651-331-6304**. Software upgrade** is a complete rewrite of the software, a new version that replaces the existing or a Component of the existing software. Upgrades are written to accommodate advances in technology and user experiences and usually occur every 5 years. In 2015 WLS released its most aggressive upgrade that operates across all devices and browsers. Upgrades are billable and normally represent 25% of the actual development cost. Licensee is required to move to the upgraded version within one year of its release.

**3. DELIVERABLES AND PAYMENT.** The fees and charges related to the Services are set forth in the Exhibit page 7. Within five (5) business days after the execution by all parties of this Agreement, WLS shall provide Licensee with secure access to the Internet based Software via a unique login and password. WLS will invoice monthly for the Monthly Service fees, unless Licensee prefers a quarterly or annual invoice. Licensee agrees to pay the WLS monthly service fee invoice within 30 days of receipt of the invoice. All invoices not paid within thirty (30) days of due date may cause WLS to interrupt services to Licensee. The monthly service fees associated with Licensee are reviewed at the end of each calendar year and may be changed by WLS with a thirty (30) days written notice.

**4. AGREEMENT TERM.** The term of this Agreement will commence on the date the Agreement is signed and shall continue until terminated. Either party may terminate this Agreement for convenience by giving the other party thirty (30) days written notice. Either party may also terminate this Agreement for default if the defaulting party fails to cure a breach of this Agreement within thirty (30) days of the date that such party is notified in writing of such breach. In the event of Licensee termination, WLS will return and destroy all copies of Licensees’ Data as directed by Licensee. In the event of termination, Licensee shall pay WLS all amounts due up to the date of such termination.

**5. CONFIDENTIAL INFORMATION.** Licensee agrees that the Software is WLS confidential proprietary information and its unauthorized disclosure could cause irreparable harm. Licensee agrees not to make the Software available to anyone other than Licensee’s employees and clients without WLS’ prior written consent. WLS agrees that the Licensee’s Data is the Licensee’s confidential proprietary information and its unauthorized disclosure could cause irreparable harm to Licensee; WLS agrees not to disclose all or any portion of Licensee’s Data or make it available to anyone without the Licensee's prior written consent.

**6. SECURITY.** The Licensee shall be responsible for all security related to the Licensee’s Internet connection and hardware. WLS is responsible for all security related to its hardware, software and services. WLS includes firewall software (the “Firewall) and authenticates Login ID and Login Password to establish a secure link, or "pipe", across the Internet to protect the information being sent and received. SSL Secured Socket Layer encrypts the data and FTP (file transfer protocol) is used to upload data to the WLS server. Licensee agrees that no security solutions will protect Licensee, the Website and the Licensee’s data in all instances from Internet based breaches. WLS sole obligation and liability to Licensee is to provide the Licensee with reasonable assistance in determining the cause of any breach and in assessing the firewall’s ability to prevent similar breaches in the future.

**7. WARRANTY OF SERVICES.**  WLS owns all right, title and interest in and to the Software. WLS warrants that the Software, including any modifications, updates and upgrades released by WLS, will perform on WLS hardware and that the Software provided by WLS will be free from defects in material and workmanship. WLS warrants that the Software will not interfere with the normal functions of Licensee’s computer systems. The Licensee understands that the general reliability of the Internet and of connections to and from the Internet may be controlled by factors beyond the control of WLS. Because of this it is impossible for WLS to guaranty that WLS’S provision of Services will be uninterrupted, that the Licensee will be able to properly access and use the Services or that the Services will be provided without error. WLS warrants that it will make every reasonable effort to promptly correct any such Service problems brought to its attention. WLS shall have no obligation to remedy any such interruptions, inability’s or errors that were caused by or resulted from (a) the failure of the Licensee’s computer hardware (b) Licensee’s failure to use the Services within the operation guidelines established by WLS (c) The acts or omissions by local, regional or national carriers that provide transport services to WLS (d) WLS scheduled maintenance activities (WLS will make every reasonable effort to schedule maintenance at a time which will minimize the impact on the Licensee and will notify each Licensee via Email prior to the maintenance event).

THE WARRANTIES SETFORTH IN THIS SECTION ARE THE ONLY WARRANTIES GRANTED BY WLS. WLS DISCLAIMS ALL OTHER WARRANTIES, GUARANTIES OR REMEDIES, WHETHER EXPRESSED, IMPLIED, OR STATUTORY, INCLUDING IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

**8. LIMITATION OF LIABILITY.** NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, IN NO EVENT SHALL WLS BE LIABLE TO THE LICENSEE FOR INCIDENTAL, CONSEQUENTIAL, SPECIAL, OR INDIRECT DAMAGES OF ANY KIND, INCLUDING, BUT NOT LIMITED TO, LOSS OF DATA, (WLS WILL BACKUP THE LICENSEE’S DATA DAILY AND WLS SOFTWARE PROVIDES LICENSEE WITH THE FUNCTIONS NEEDED FOR LICENSEE TO BACKUP THEIR DATA AS DESIRED), LOSS OF USE, INTERRUPTION IN SERVICES, AND LOSS OF REVENUES. WLS TOTAL LIABILITY TO THE LICENSEE, WHETHER BASED IN CONTRACT OR TORT, WILL BE LIMITED TO THE TOTAL OF THE SERVICE FEES PAID BY THE LICENSEE IN THE MOST RECENT CALENDAR YEAR.

**9. FORCE MAJEURE.** Neither party will be liable for any delay or failure to perform its obligations pursuant to this agreement (other than on obligation to pay money) if that delay is due to Force Majeure. If a delay or failure of a party to perform its obligations is caused by or anticipated due to Force Majeure, the performance of that party’s obligations will be suspended.  Either party may terminate this agreement if a Force Majeure persists for a continuous period of 90 days.

**10. ASSIGNMENTS.** The Agreement may not be assigned or transferred by Licensee without the prior written consent of WLS.

**11. TERMINATION FOR CONVENIENCE.** Either party may cancel the entire agreement at any time by providing the other party thirty (30) business day prior written notice. In case of such termination by licensee, licensee shall pay the full monthly support invoice through the end of the termination month date.

**12. GOVERNING LAW AND DISPUTES.** This Agreement shall be governed by and construed in accordance with the laws of the State of Minnesota. Any controversy or claim arising out of or related to this Agreement shall be venued in the district court for the State of Minnesota, County of Dakota, or the United States Court for the District of Minnesota.

**13. GENERAL.** This Agreement and the Exhibit constitute the entire agreement between WLS and Licensee related to WLS provision of the Services and Equipment described in this Agreement. This Agreement may not be modified unless the modification is in writing, and signed by an authorized representative of the party against whom the modification is to be charged. This Agreement is complete and constitutes the entire agreement between the parties. Any and all written or oral agreements, representations or understandings of any kind that may have been made prior to the date hereof shall be null and void, except as expressly provided for in this Agreement. If there is any apparent inconsistency between this Agreement and any appended exhibits, this Agreement shall take precedence unless the matter set forth in the exhibit explicitly provides otherwise.

**WLS in agreement with Licensee** hereby commits to one-time license setup fee of () for WLS Core Product and () module add on for a total one-time cost of () due at the signing of this agreement. WLS in agreement with Licensee also agrees to **a monthly service support fee of () paid on a () basis as calculated under Costs and Services page 7.**

Service and procedures established herein have been agreed to by parties represented by the undersigned.

**WorkLife Systems, Inc. (WLS) ()**

Authorized Signature Authorized Signature

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Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Please Mail Contract to: WorkLife Systems, Inc., 4848 Safari Pass, Eagan, MN 55122**

**or Email Contract to: tfjelstad@worklifesytems.com**

**Thank You. Questions? Call 1-800-488-0301**

The “Exhibit”

Software, Hardware, Hosting, Services and Costs

**The Software**

**One System with 4 Interconnected Components**

1. **Admin and Staff**, complete data management system to successfully perform day-to-day operations
2. **Provider Admin**, Provider Professional Profile
3. **Family Admin**, Families search for childcare and view educational resources online
4. **Reporting Admin**, stores all user activity and generates calculated reports to monitor, measure, plan & export

**1. Admin and Staff**

* Admin adds and records system staff and specialist login permissions
* Admin Manages contact data and email automation text for staff, families and providers
* Admin sets the database types, the data fields & tips & assigns their properties (who sees what)
* Admin Enters Action Logs beyond system recorded to meet reporting needs
* Uploads educational resources for online families to view and can be attached to send with staff completed referrals
* Staff easily performs their day-to-day operations with no worries about procedures & data integrity
* Touchpoint section where staff records incoming inquiries beyond providers and families
* Incorporation of QRIS into provider profiles for families to view and know the meaning of QRIS
* Record and maintain provider TA coaching services (when you add the TA Admin page 7)
* Record and register provider trainings (when you add the PD Admin page 7)

**2. Provider Admin**

* Providers login & are able to update their program’s data that the Admin has allowed
* Providers can upload up to 5 pictures and captions to showcase their program to families
* View their profile and the number of times a family has emailed or printed their profile
* View provider educational resources and announcements from you
* View and register for trainings (when you add the Training Admin page 7)

**3. Family Admin**

* Families login or enter as a guest to perform searches for child care and educational programs
* Offered a variety of search options such as by type, map, school and filters set by Admin
* View state licensing reports on providers
* Families can compare and set providers as favorites and email and print provider profiles
* Families are can view and print educational resources
* Leave real-time feedback to rate and improve the system
* Receive a follow-up/survey that system automatically generates and records responses

**4. Report Admin**

* Comprehensive referral reports from provider type searched, to area searched, to filters, to children data
* Comprehensive provider reports showing total numbers, total capacities, cost of care and much more
* Aggregate data Reports about Providers, Referrals and Touchpoints
* Predefined reports that calculate percent’s and metric’s
* Filters entire reports by specific regions, counties, types and/or data fields and action logs by date range
* Multiple views of report, saving features along with .pdf print and email options
* Quick Search features to obtain quick numbers about Providers and Referrals and export the records
* Export any Data to Excel in seconds
* Instantly view provider and referral activity
* Mechanisms built into the system to easily locate and correct data that is incorrect

**The Hardware & Hosting**

* 99.9% Uptime Guaranteed
* Unlimited concurrent users
* Unlimited data storage space
* WLS Hardware (Servers) SQL Server (database engine), MVB .net (user interface) and other software tools supplied by WLS
* 24/7 Monitored and Managed Web Hosting to assure high level performance
* Servers located in 24/7 locked, climate controlled, restricted access room
* Guardian service takes continuous snapshots of entire system for quick disaster recovery
* Full Daily Data Backups
* SSL (Secured Socket Layer) that protects (encrypts) data

**Services and Costs**

**Statewide License, One-time Setup Costs**

Setup includes personal training with your designated Admin to build your system up to your standards today and to evolve as you progress. It also includes importing your existing provider data and basic referral data into the system; and staff training.

* Foundation Core Product: Providers, Referrals, Touchpoints and Reports all customized $9,400

Optional Add-On Components:

* State Child Care Licensing Data Import: Imports state licensing data on a routine basis $3,000
* TA Component (Technical Assistance, Coaching) System with 10 hours of customizations $6,000 (Customizations beyond 10 hours are welcome, and billable at the $125 team rate.)
* Professional Development (Training) System $5,000
* QRIS presentation to families $2500

**Monthly Support**

U[ser-friendly](http://www.businessdictionary.com/definition/user-friendly.html) assistance for Licensee staff having [technical](http://www.businessdictionary.com/definition/technical.html) questions about the software. The technical support [team](http://www.businessdictionary.com/definition/team.html) is comprised of individuals that are familiar with the ins and outs of the software and your work. With this [knowledge](http://www.businessdictionary.com/definition/knowledge.html), they are able to troubleshoot any problems that a [user might experience](http://www.businessdictionary.com/definition/user-experience.html) and assist with customizing your work. Unlimited technical support is provided over the telephone or by email Monday-Friday 9AM-4PM CST excluding holidays with an immediate to 4 hour response time. Services include a non-business hour urgent pager 651-331-6304. Minor software updates and enhancements are included along with unlimited concurrent users, internet hosting of software and daily data backups.

**Cost Per Region Per Month (note a 5% discount is applied when Licensee pays annually):**

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Statewide Contract License to Core Product (providers and referrals)** | **+TA Component (optional add-on, one time setup $6,000 incudes 10 hours customizations)** | **+ Training System**  **(optional add-on, one time setup $5,000)** | **Optional Data Exchanges/Imports** | **Month TOTAL** |
| **$298 a month per Region using WLS** | **$48 a month per Region** | **$48 a month per Region** | **$50 a month per data exchange** |  |
| **$298** | **$48** | **$48** | **$** |  |

**OPTIONAL: Advanced Services** are defined as assistance and requests beyond those described in the “Monthly Support”. WLS welcomes the opportunity to assist you with your new projects. Advanced Supportive Services are available in 10 hour increments @ $125 an hour and include:

* Business Analysis Services to assist Licensee in analyzing their existing or ideal service models and projects and how WLS software can be used to maximize service outcomes.
* Create Operation Manual customized to Licensees data, policies and procedures.
* Design of new customized projects and/or programming quoted on a project basis.