

ATTACHMENT A
Thoughtexchange™ US Services Agreement
Additional Terms

1. Scope of Agreement

1.1 Fulcrum Management Solutions, Inc., a Washington corporation (“Fulcrum” or, alternatively, “we” or “us”), markets and hosts facilitated community engagement services known as Thoughtexchange (the “Thoughtexchange Services”). Attachment A (this document) is attached to a cover page. The cover page includes your price for the Thoughtexchange Services and your signature. That cover page, together with this Attachment A, set forth the terms of your use of the Thoughtexchange Services (the “Agreement”).

1.2 The Thoughtexchange Services are comprised of Thoughtexchange Software and Professional Services.

1.3 The Thoughtexchange Software solicits input from members of an organization or from a broader community, each of whom is referred to in this agreement as a Participant, and who are collectively referred to as Participants. The Participants’ use of the services and your responsibilities as our customer toward Participants are governed by our Participant Terms of Use (the “Terms of Use”). The current standard form of the Terms of Use can be found at <http://participants.thoughtexchange.com/tou/en.pdf>. If there is disagreement between a term set forth in this Agreement and a term set forth in the Terms of Use, the term contained in the Terms of Use takes precedence. You acknowledge and agree that Fulcrum may change the Terms of Use from time to time.

1.4 Your Thoughtexchange Software license below includes the ability for you or persons you authorize to use certain administrative and facilitation functions. Use of these functions is governed by a Facilitator Agreement, which is presented through a dialog in the Thoughtexchange Software and must be accepted before using any of these functions. If there is disagreement between a term set forth in this Agreement and a term set forth in the Facilitator Agreement, the term contained in this Agreement takes precedence. You acknowledge and agree that Fulcrum may change the terms of the Facilitator Agreement from time to time.

2. Use of the Software

2.1 The Thoughtexchange Software is delivered via two types of program software components: Client Software and Server Software.

a) Client Software runs on a computer that you or your Participants or your Facilitators provide or have access to. This computer must meet the minimum system requirements in order to have access to all of the Thoughtexchange functionality. These system requirements are published on our website (<https://thoughtexchange.com/support/>) and may change from time to time.

b) Server Software runs on a computer hosted by us. We also provide all other software components required on the server. You do not need to provide or host anything for the Server Software component of the Thoughtexchange Service.

3. License

3.1 The Thoughtexchange Services requires use of the Thoughtexchange Software. The software is licensed, not sold. This Agreement grants you the right to use the software in

connection with the Thoughtexchange Services under this Agreement, but no other rights. Specifically, you may not modify, alter or tamper with any portion of the Thoughtexchange Software (including, without limitation, the removal of any copyright or other proprietary notices) or create any derivative works of the software, or reverse engineer, decompile or disassemble any portion of the software. You may not lease, sell or otherwise transfer the software to others.

3.2 Fulcrum retains all rights in the Thoughtexchange Software, including all patent, copyright, trade secret, trademark and other proprietary rights. You will not derive and may not assert any title or interest in or to such software.

4. Professional Services

4.1 This Agreement also sets forth the terms of consulting, facilitation, moderation and any other professional services to be provided by us. We will provide any or all of the services listed in Appendix A which you have purchased (the “Professional Services”). The specific Professional Services which you have purchased are itemized on the cover page. For any services not listed on the cover page, the sections of Appendix A do not apply.

4.2 You agree that successful delivery of the Professional Services requires your involvement. You agree to provide the following:

- a) at least one person to act as a contact with Fulcrum;
- b) timely responses to, and participation with, Fulcrum to facilitate any of the Professional Services; and
- c) if required, all necessary information required for the facilitation of a Thoughtexchange engagement, including names and email addresses of Participants.

4.3 As part of the Professional Services, we will ask you at several points to review and approve certain information or Content (as defined below in Article 11). You are solely responsible to approve any Content before it is published, and Fulcrum shall not be liable for the publication of any Content that may be considered inaccurate, inappropriate, defamatory or otherwise unlawful.

4.4 When referred to in this agreement, “permission” is defined to mean written permission received by email, fax or postal mail.

4.5 The Parties agree that the relationship of Fulcrum to you is that of an independent contractor and acknowledge that it is not the intent of the parties to create a relation of employment, partnership, agency or joint venture.

5. Ownership of Data

5.1 All data created or provided by you is owned by you. Fulcrum provides hosting for your data as well as the tools to create and manage your data.

5.2 Except as otherwise specified in this Article 5, all data created by Fulcrum during the provision of Thoughtexchange Services, including, but not limited to, text, graphics, logo, pictures, audio and video, that contains content specific to you is owned by you, and you shall have the right to use it as you see fit following termination of this Agreement.

5.3 Any designs, templates, general graphics (i.e. graphics not directly pertaining to your organization, data or Services) or method of presenting data (e.g. infographics), whether or not

created with your input and or assistance, to the extent they do not contain content specific to you are the property of Fulcrum and can be re-used by us for any purpose.

5.4 All data provided by a Participant is owned by that Participant. This data is licensed to and shared with both you and Fulcrum pursuant to the Terms of Use.

5.5 The ownership rights in Article 5 shall survive the termination of this Agreement.

6. Software Usage

6.1 This Agreement allows you to provide Participant access to anyone inside or outside your organization. There is no limit on the number of participants that you can have.

6.2 If the cover page lists “Unlimited Facilitators” or makes no mention of a specific number of Facilitators then there is no limit on the number of Facilitator accounts that can be created or active. If the cover page lists a limited number of Facilitators then only that number of Facilitators may use the Facilitation functionality of the Thoughtexchange Software.

6.3 You may not provide Facilitator access to parties outside of your organization (for free or for a fee) without our express written consent, except if these parties are acting as a facilitator for a Thoughtexchange topic related to your organization.

6.4 An account registered to an individual cannot be used by anyone else unless and until the account is properly transferred to another specific individual using the Administrative Functionality (an administration feature of the Thoughtexchange Software).

6.5 Your instance of the Thoughtexchange Software is initially set up with one Administrator. You may add additional Administrators using the Administrative Functionality.

7. Pricing and Payment

7.1 The fee for your subscription to the Thoughtexchange Software and the Professional Services is itemized on the cover page of this Agreement. Upon execution of this Agreement, we will provide an invoice (or series of invoices) for this amount, including any applicable taxes. Payment is due upon receipt of our invoice(s).

7.2 At any time, you may request additional options to the Thoughtexchange Software or additional Professional Services, which will result in additional charges. Fulcrum will provide a new cover page outlining the additions, which, upon your acceptance, shall form part of this Agreement. Payment for the new options is due upon receipt of our invoice(s).

7.3 Thoughtexchange Software is licensed on a subscription basis. You purchase a number of months in advance, which becomes your “Licensed Time Period.” You agree to pay all fees to Fulcrum for the subscription period to which the payment applies, plus any amounts due for additional charges, as well as applicable taxes.

7.4 Fulcrum may change its fees at any time and in its sole discretion, provided that any such change shall become effective at the end of the current term of your subscription.

8. Term of Your Subscription to the Thoughtexchange Software.

8.1 The Term of your subscription to the Thoughtexchange Software is given on the cover page of the Agreement. It defines the Licensed Time Period during which you have access to the software.

8.2 Upon expiry of your term you will have the choice to:

- a) purchase an additional term of multiple months in advance; or
- b) cancel your subscription.

Failure to notify us of your choice will result in cancellation of your subscription.

8.3 You may cancel your subscription at any time by providing us with written notice. No refund is payable of any subscription fees already paid. Fulcrum may cancel your subscription at any time and will issue a refund pro-rated based on the number of months remaining to the end of the term.

8.4 Cancellation, or failure to renew your subscription, will result in suspension of the Thoughtexchange Software at the time of cancellation or at the end of your paid term. Prior to your termination you may obtain copies of your data using the data download feature. We will maintain your data for six (6) months after your last month of paid usage. After six (6) months we may, at our discretion, permanently delete your data. We do not guarantee to maintain your data after cancellation or the end of your term. We may, also at our discretion, keep your data for an indefinite amount of time so that, should you renew, you will have access to your data. Note that the more time passes the less likely we are to maintain your data, and even if we do maintain your data, as time passes it become less likely that your data will be useable due to system changes, upgrades etc.

8.5 If your subscription has been cancelled for six (6) months or more, and your data has been deleted as per Article 8.4, you will not be able to renew your subscription and will be required to commence a new subscription.

9. Term and Termination of Professional Services

9.1 The term for Professional Services shall commence as of the date of this Agreement's execution and shall continue until the Professional Services are completed, or until terminated as provided herein.

9.2 Subject to paragraph 9.4, either party may terminate the Professional Services at any time, without cause, by providing thirty (30) days written notice to the other party. If you cancel, no refund shall be payable. If Fulcrum cancels, we will provide a refund based on the proportion of incomplete services.

9.3 Fulcrum may terminate the Professional Services immediately if you breach any of the terms of this agreement, or act in any manner that reasonably may be deemed inappropriate or unlawful.

9.4 The Professional Services are only available to you while your Thoughtexchange Software subscription is active. If your subscription is terminated for any reason, these Professional Services shall terminate on the effective date of termination of your subscription to the Thoughtexchange Software.

9.5 Cancellation or failure to renew your subscription to the Thoughtexchange Software will result in suspension of the Professional Services at the time of cancellation, or at the end of your paid term, including the hosting of any website or ongoing technology service that we provide to you. Prior to your termination you may obtain copies of your hosted website and other data by making a written request to us. We will maintain your hosted data for six (6) months after your last month of paid usage. After six (6) months we may, at our discretion, permanently delete your data. We do not guarantee to maintain your data after cancellation or the end of your term. We may, at our discretion, keep your data for an indefinite amount of time so that, should you renew, you will have access to your data. Note that the more time passes the less likely we are to maintain your data, and even if we do maintain your data, as time passes it become less likely that your data will be useable due to system changes, upgrades etc.

10. Availability and Support

10.1 Fulcrum will make every reasonable effort to provide continuous access to the Thoughtexchange Software and Professional Services. Should an extended interruption of service occur, you will be notified as quickly as possible and Fulcrum will estimate to the best of its ability the expected duration of the outage. You will also be notified if scheduled outages are required for preventive maintenance.

10.2 Fulcrum may make available periodic software upgrades which will include both new functionality and fixes for problems. Fulcrum will use its best efforts to provide upgrades with fixes in a timely manner. These software upgrades are included in your subscription for the Licensed Time Period.

10.3 Fulcrum will provide support for questions and problems related to your Thoughtexchange Services by telephone and email. [The specific terms of your support are described on the cover page.] Support is provided Monday to Friday, 9 am to 5 pm Pacific Time excluding statutory holidays. We will make our best efforts to resolve your problems and address your questions in a timely manner. Web-based training and support materials are provided as-is.

11. Your Responsibility for Content

11.1 Except as and only to the extent expressly provided in the Terms of Use, you acknowledge and agree that you, and not Fulcrum, are responsible for the content of all visual, written or audible communications and any other material produced by you, your Facilitators and Participants, or anyone else who may access the Software under your subscription, that is stored or published on your Thoughtexchange Software server ("Content").

11.2 Fulcrum is not liable for any loss or damages due to use of the Thoughtexchange Software by you or your Facilitators. It is your responsibility to ensure that your Facilitators have the right to use the Software where you are located, as well as where they are located.

11.3 The provisions in this Article 11 shall survive the termination of this Agreement.

12. Fulcrum's Responsibility for Content

12.1 Fulcrum cannot guarantee the availability of the Thoughtexchange Software in all countries and they may not be available for use in any particular location. You are responsible for following the laws in your state, province or country.

12.2 Fulcrum makes at least daily backups of the Content in your Thoughtexchange Software system and stores a copy of the backups in a location separate from the live Content. Fulcrum

will use its best efforts to ensure the effectiveness of these backups and, in the event of system failure, Fulcrum will use its best efforts to recover and restore the most current and complete Content available.

12.3 Fulcrum does not guarantee the accuracy, integrity or quality of any Content.

12.4 You and your Facilitators and Participants control the privacy of your Content. Fulcrum will use commercially reasonable efforts to maintain the privacy of your Content stored in the Thoughtexchange system and, except as permitted by this Agreement or the Terms of Use or otherwise required by law, Fulcrum will not share such Content with anyone outside of Fulcrum without permission. If you grant us permission to use this information publicly you agree this information may be used by us for all business purposes, without any accounting or any payment to you, unless otherwise arranged at the time permission was given.

12.5 Fulcrum will use commercially reasonable efforts to ensure that only Facilitators authorized by you have access to your Content. You, and not Fulcrum, are responsible for conforming to any legal requirements of your jurisdiction concerning data access.

12.6 In addition to Fulcrum's rights under the Terms of Use, you acknowledge and agree that Fulcrum may cooperate with any governmental authority in connection with any investigation into your use of the Software, including use in contravention of applicable laws, and may, in accordance with applicable laws, disclose any Content, and any other information pertaining to you or to your use of the Software, to such governmental authority in connection with any such investigation. Notice of Fulcrum cooperation with any such investigation will be provided to you where reasonably possible.

12.7 Fulcrum's responsibilities contained in Article 12 shall survive the termination of this Agreement.

13. Collection and Use of Information

13.1 Fulcrum may, at its discretion, use information collected by Fulcrum, including Content, technical or diagnostic information, your suggestions or feedback, for the following purposes only:

- a) monitor and manage usage by licensed Facilitators and other terms and conditions of this Agreement;
- b) extract statistical summary data (numerical values summarizing usage and not including any textual information entered by your Facilitators and Participants), combine the data with data from other Fulcrum customers, and to share this data, from which all customer identifying information has been removed, publicly;
- c) troubleshoot problems or assist your Facilitators and Participants with the Thoughtexchange Software; or
- d) improve Fulcrum's products and services.

13.2 You agree that Fulcrum has the right to monitor your use of the Thoughtexchange Software in order to ensure your compliance with the Terms of Use, the Facilitator Agreement or this Agreement, or to comply with any law, order, or requirement of any court or government authority.

13.3 Fulcrum may have access to certain confidential information related to the provision of the Thoughtexchange Service and the Professional Services, including, but not limited to, the names and email addresses of your Facilitators and Participants, access to personal information or data contained in your Thoughtexchange and information about your organization not directly related to your Thoughtexchange Process ("Your Confidential Information"). Fulcrum agrees that, except

as required by law, it will not disclose Your Confidential Information to any third party without prior written approval, and will protect Your Confidential Information with at least the same degree of care that it uses to protect its own confidential and proprietary information.

13.4 Specifically with respect to email addresses that you provide to us, Fulcrum agrees that it will not use such email addresses for anything other than directly providing the Thoughtexchange Services, unless, and only to the extent, you ask us to or grant us permission to do so.

13.5 If you grant us permission to use information publicly, you agree this information may be used by us for all business purposes, without any accounting or any payment to you, unless otherwise arranged at the time permission was given.

13.6 You agree that Fulcrum may publish or disclose your name (or, if you are a company or agency, the name of your company or agency) as a client of Fulcrum on our website or in written or verbal communications to other existing or prospective clients. No other information will be disclosed. If you do not want your name published or disclosed, you may deliver such notice in writing to Fulcrum and Fulcrum will agree to keep this information confidential until or unless such request is revoked.

13.7 Fulcrum's rights and responsibilities contained in Article 13 shall survive the termination of this Agreement.

14. Fulcrum's Confidential Information

14.1 We may provide you with information, including software and information we give you about the Thoughtexchange Software, the Professional Services and our related business, that is marked confidential or is received under circumstances that would reasonably lead you to understand it to be our confidential information ("Our Confidential Information"). You agree that you will not disclose Our Confidential Information to any third party without our prior written approval. You will maintain the confidentiality of Our Confidential Information with at least the same degree of care that you use to protect your own confidential and proprietary information, but not less than a reasonable degree of care under the circumstances. If you are a company or a public agency, you agree to take all reasonable steps to see that your employees, consultants, officers, and agents guard against and prevent disclosure of Our Confidential Information and to act in accordance with the confidentiality provisions of this Agreement. You further agree that Our Confidential Information will be available to your employees and officers and agents strictly on a "need-to-know" basis.

14.2 You will not be liable for the disclosure of any of Our Confidential Information which is:

- a) in the public domain other than by a breach of this Agreement on your part;
- b) rightfully received from a third party without any obligation of confidentiality;
- c) rightfully known to you without any limitation on use or disclosure prior to its receipt from us;
- d) independently developed by your employees;
- e) generally made available to third parties by us without restriction on disclosure; or
- f) otherwise required by law to be disclosed.

14.3 All terms of this agreement are confidential between you and Fulcrum, and, with the exception of the parties' respective advisors and other agents, are not to be discussed with anyone outside of those organizations.

14.4 The provisions contained in Article 14 shall survive the termination of this Agreement.

15. Indemnification

15.1 You and Fulcrum each agree to defend, indemnify and hold the other harmless against and in respect of any loss, damages, obligation, penalty, deficiency or liability (including, without limitation, attorneys' fees) imposed upon, incurred by or asserted against one of us that are finally determined to result from the other's material breach of any provision of this Agreement or its failure to meet its obligations to or perform any acts required under this Agreement, except to the extent such loss is caused by the acts or omissions of, or misrepresentations by, the non-breaching party, its employees or agents or third parties.

15.2 If any demand, claim or suit is asserted or instituted with respect to which any party may be entitled to indemnification under either Article 16.1 or 16.2, then the party liable for indemnification shall notify the party entitled to indemnification of the full details to the extent then known. The party entitled to indemnification shall be entitled at its own expense to employ counsel to defend such demand, claim or suit or to participate in the defense of such asserted demand, claim or suit. Any proposed settlement of any such demand, claim or suit must be approved by both you and Fulcrum. The parties agree to cooperate in good faith in the defense or settlement of any such demand, claim or suit.

15.3 The provisions contained in Article 15 shall survive the termination of this Agreement.

16. Limitation of Liability

16.1 Because online services such as Thoughtexchange are inherently complex, Fulcrum cannot warrant that the Thoughtexchange Software will be entirely error-free or will operate without interruption. Fulcrum warrants that during the term of this Agreement the Thoughtexchange Software will be free from significant defects.

16.2 Fulcrum's sole responsibilities in the event of an error or defect in Thoughtexchange Software shall be:

- a) to use reasonable efforts to correct significant defects without charge; or
- b) to refund a portion of the license fee paid to Fulcrum for the Thoughtexchange Software, pro-rated from the time such defects are first brought to Fulcrum's attention, and terminate your subscription.

16.3 You are solely responsible for the consequences of use of the Thoughtexchange Software under your subscription. Fulcrum shall in no way be held responsible for the outcome of software usage nor anything resulting from Content provided by you or your Facilitators.

16.4 Fulcrum accepts no responsibility for the consequences of Thoughtexchange Software unavailability, software bugs or missing features.

16.5 You acknowledge that due to the complexity of software, it is possible that use of the Thoughtexchange Software could lead to the unintentional loss or corruption of data. You assume all risks of such data loss or corruption; the warranties provided in this Agreement do not cover any damages or losses resulting from data loss or corruption.

16.6 IT IS UNDERSTOOD AND AGREED THAT EITHER PARTY'S LIABILITY UNDER ANY PROVISION OF THIS AGREEMENT, WHETHER IN CONTRACT, IN TORT, UNDER ANY WARRANTY, IN NEGLIGENCE OR OTHERWISE SHALL NOT EXCEED THE RETURN OF THE AMOUNT OF THE FEES PAID BY YOU FOR SERVICES PROVIDED OVER THE PRIOR

TWELVE (12) MONTH PERIOD. UNDER NO CIRCUMSTANCES SHALL EITHER PARTY BE LIABLE FOR SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH POTENTIAL LOSSES OR DAMAGES. THE PRICE STATED FOR THE PRODUCTS IS A CONSIDERATION IN LIMITING FULCRUM'S LIABILITY.

16.7 The provisions contained in Article 16 shall survive the termination of this Agreement.

17. General

17.1 This Agreement constitutes the entire agreement between you and Fulcrum and there are no covenants, representations, warranties or agreements other than those contained or specifically preserved under the terms of this Agreement.

17.2 This Agreement shall be governed by, and construed in accordance with, the laws of the State of Washington, without reference to any conflict-of-laws principles. You irrevocably submit to the personal jurisdiction of the U.S. federal and state courts in King County, Washington for any action or proceeding arising out of, or based upon, this Agreement and/or the Facilitator Agreement, and waive any objection to the laying of venue in such courts or that any such court constitutes an inconvenient forum. EACH PARTY WAIVES, TO THE FULLEST EXTENT PERMITTED BY LAW, ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING (WHETHER SOUNDING IN CONTRACT, TORT OR OTHERWISE) ARISING OUT OF, OR RELATING TO, THIS AGREEMENT AND/OR THE FACILITATOR AGREEMENT.

17.3 We are not a municipal advisor as that term is used in Section 15B of the Securities Exchange Act (the "Exchange Act") and Rules thereunder requiring registration of municipal advisors. Accordingly, you acknowledge and agree that, by undertaking and creating reports in connection with a Thoughtexchange process, and in any other communication we may provide to you: (a) we are not recommending an action to you; and (b) we are not acting as a municipal advisor toward you, and we do not owe a fiduciary duty to you pursuant to Section 15B of the Exchange Act with respect to the information and material contained in such communications. You should discuss any information and material contained in our communications with any and all internal or external advisors and experts that you deem appropriate before acting on this information or material.

17.4 In the event that any portion of this Agreement is held to be unenforceable, the unenforceable portion shall be construed in accordance with applicable law as nearly as possible to reflect the parties original intentions and the remainder of the provisions shall remain in full force and effect.

17.5 Either party's failure to insist upon or enforce strict performance of any provision of this Agreement does not mean that either party has waived any provision or right in this Agreement.

17.6 Neither the course of conduct between you and Fulcrum nor trade practice shall act to modify any provision of this Agreement. This Agreement may only be amended by written agreement between all parties. You may not assign or transfer this Agreement without our prior written consent.

17.7 This Agreement inures to the benefit of and is binding on our respective successors and assigns.

APPENDIX A
Thoughtexchange Professional Services

This appendix lists all of the Professional Services which Thoughtexchange currently provides. It is unlikely you have purchased all of the services listed here. The actual services you have purchased are listed on the cover page of your agreement.

A1 Facilitation

A1.1 Fulcrum shall perform all or some of the steps required to develop, execute and otherwise facilitate your Thoughtexchange Process (“Facilitation”).

A1.2 A Thoughtexchange Process has a number of facilitator activities which you need to approve before we can move on in the process. You shall be responsible for approving the Content at all Checkpoints, and Fulcrum shall not be liable for the publication of any Content that you have approved.

A1.3 These checkpoints and the data to be approved include:

- Share step participant text in email and in the share application
- Results of moderation where inappropriate participant thoughts are removed
- Star step participant text in email and in the Star application
- Participant flagged thoughts during the Star step – whether these should be removed or added back into the conversation
- Thank you messaging to participants on completion of the Star step
- Theming of starred thoughts – we don’t normally get customer approval or signoff on theming
- Email announcing the publication of the results website

A1.4 For all, some or one of these checkpoints you can tell us to proceed without you actually inspecting the information. You do so at your own risk and Fulcrum shall not be liable for the publication of this content.

A1.5 All discussions related to Facilitation will be provided in-person, or via telephone, live chat or email.

A2 Analysis

A2.1 Fulcrum shall perform one or more analytic processes on your data and create visualizations of these results.

A2.2 We will present these visualizations to you in draft form and we will require your approval before we will share these results with your participants. These results are shared via ebooks, websites, documents, etc.

A2.3 You can share the results with participants or the public as you think best. Once you have shared the results publicly they are deemed to be in the public domain and we may then share with others as we wish.

A2.4 You own the specific results and the specific visualizations of the results. Fulcrum retains ownership of the analytic processes and mechanisms of visualizations even if these were developed or improved in conjunction with you.

A3 Video

A3.1 Fulcrum shall film, edit and publish a video that demonstrates the purpose, process and results of your Thoughtexchange Process (the “Video”). You are responsible for reviewing and approving the content of the Video prior to its publication.

A3.2 You shall be responsible for recruiting and making available persons to appear in the Video. Fulcrum shall be responsible for obtaining releases and permissions from all persons filmed in the Video.

A3.3 Once the Video has been completed, the Video is your property and you can publish it as you wish. If you give us permission, we may also publish the Video on our website, YouTube, other media sites or in any other marketing materials without further notice to you.

A4 Website

A4.1 Fulcrum shall design, build and publish a website that makes available your Thoughtexchange Process results and associated analysis and conclusions (the “Website”). The website content is generally provided by us but you may, at your discretion, provide all or some of the content or corrections to the content. You are responsible for reviewing and approving the content before it is published.

A4.2 During the design phase of the Website the web address (URL) will be active but protected from public viewing. Fulcrum may provide this protection using a login which we will provide to you. Fulcrum assumes no responsibility for the condition or content of the Website if you choose to disclose this login information to others.

A4.3 Once the Website is published it will be available generally to the public and Fulcrum may direct others to the Website.

A4.4 After the Website is published, no changes may be made other than minor revisions to the content except as agreed by you and Fulcrum. You are responsible for reviewing and approving the content of any revisions.

A4.5 Fulcrum shall host the Website on its server, or on a third party server at our discretion. While the parties agree that internet servers are susceptible to occasional outages and down time, Fulcrum shall use its best efforts to ensure that such interruptions are minimal.

A4.6 If your Agreement is terminated for any reason Fulcrum shall, if requested within 30 days of the termination, provide you with a backup image of the website which you may then host. Fulcrum accepts no responsibility for the hosting of this backup nor any content.

A4.7 You own the website contents. Fulcrum retains ownership of the analytic processes, visualizations, website layout and design and implementation mechanisms even if these were developed or improved in conjunction with you.

A5 EBook

A5.1 Fulcrum shall design and build an electronic document that describes the results of one or more of your Thoughtexchange Processes (the “EBook”). The content is generally provided by us but you may, at your discretion, provide all or some of the content or corrections to the content. You are responsible for reviewing and approving the content before it is published.

A5.2 Once the EBook is completed it is your property and you may make use of it as you wish. If you give us permission, we may then publish it for our own marketing purposes without further notice to you. Fulcrum retains ownership of the design of the EBook to use as a template for other EBooks with other customers, even if the design was developed or improved in conjunction with you.

A6 Customized Reports

A6.1 Fulcrum shall construct customized reports, based on your specific request or input, that show the data from one or more of your Thoughtexchange Processes in ways different from the standard reporting built into the software (the “Customized Reports”). You are responsible for reviewing and approving the content before it is published.

A6.2 Once the Customized Report is completed, it is your property and you may make use of it as you wish. If you give us permission we may then publish it for our own marketing purposes without further notice to you. Fulcrum retains ownership of the design of the report to use as a template for other reports with other customers, even if the design was developed or improved in conjunction with you.

A7 Consulting

A7.1 Fulcrum shall provide consulting advice related to stakeholder engagement processes.

A7.2 The cover page states the maximum number of hours that Fulcrum is required to provide.

A7.3 All advice provided by Fulcrum is “as-is” and is our best judgment based on the information available to us at the time and you remain responsible for all results of that advice.

A8 Events

A8.1 Fulcrum shall provide for facilitation services at the event(s) as given on the cover page.

A8.2 Fulcrum shall make a commercially reasonable best effort to provide high quality services at your event.

A8.3 Fulcrum is not responsible for consequential damages as a result of the quality of the services we provide at your event.