



Agreement

This Agreement is made between Wavelength Automation Inc, ("Wavelength") and <Company> ("Subscriber"). Wavelength is the sole provider of the database software programs "CapitolTrack," "ContributionTrack," and "BudgetTrack." By subscribing to, and using CapitolTrack/ContributionTrack/BudgetTrack, Subscriber agrees to pay all applicable fees and abide by the terms and conditions below. Acceptance of this agreement is a condition precedent to obtaining access and to maintaining access.

This Agreement shall be governed by the laws of the State of California. If any provision in this contract is held by any court to be invalid, void or unenforceable, the remaining provisions shall nevertheless continue in full force. If any legal action is brought to enforce the provisions of this Agreement, the prevailing party shall be entitled to recover reasonable attorneys' fees from the other party. These fees, which may be set by the court in the same action or in a separate action brought for that purpose, are in addition to any other relief to which the prevailing party may be entitled.

Account Access

A user of CapitolTrack/ContributionTrack/BudgetTrack is limited to employees of your organization only. User access may not be shared or used by more than one individual user, but may be reassigned as new employees replace former ones, or as job functions/duties change. Subscriber agrees to notify Wavelength of any/all users change. Subscriber may not rent, lease, or transfer the software or username(s)/password(s), and may not copy, reproduce, distribute, or disseminate the database information except in the course of Subscriber's business activities.

Termination

Wavelength shall have the right to immediately terminate or suspend, at its discretion, access to all or part of CapitolTrack/ContributionTrack/BudgetTrack if Wavelength has reasonably concluded that the Subscriber has breached the terms and conditions of this Agreement; all Subscriber fees shall be forfeited as liquidated damages to Wavelength.

Overdue Balances

Payment is considered overdue if the invoice amount is not received by Wavelength thirty (30) days after the invoice date. Overdue balances will be charged interest at the rate of 1.5% per month (18% per year). Overdue balances will include finance charges accrued as well as the original invoice amount. Subscriber agrees to pay the cost of collection on past due balances, reasonable court costs, and attorney's fees resulting from any legal action taken to collect on overdue invoices.

Non-sufficient Funds

Subscribers will be charged a \$30 fee for every check returned due to insufficient funds.

Disclaimer

Wavelength warrants to the Subscriber that the software and database services ("the product") provided by it conforms to Wavelength 's represented specifications and will be as free from defects in information and data as Wavelength is able to deliver. The foregoing notwithstanding, Wavelength makes no representations nor warrants that the product will, at all times, be entirely without any inaccuracies, including but not limited to omissions of information, and Wavelength specifically disclaims any warranty, either express or implied, that the product will be without misinformation or will be complete and absence omissions.

The Subscriber acknowledges, by Subscriber's use of the product, that Wavelength obtains its information from various public and private sources, which sources may fail to identify inaccuracies in the materials so obtained, and which Wavelength, despite its best effort to review and edit the data so obtained, may inadvertently pass to the Subscriber. When any misinformation is discovered by Wavelength or is brought to its attention, Wavelength will make such modification to its product as necessary both to correct the inaccuracies and to bring the fact of such correction to the prompt attention of the Subscriber.

Wavelength makes no representations nor warrants, either expressly or by implication, that the product is fit for any particular purpose to which the Subscriber shall or intends to put the information provided by Wavelength. In no event, except as may otherwise be required by applicable state law or other enactments or regulations, shall Wavelength be liable for any special, incidental, or consequential damages or losses (including, without limitation, loss of business, costs incurred in litigation, or other pecuniary losses) arising out of the use of or inability to use the product.