

**Badger Sales Agreement**

This Sales Agreement (the “Agreement”) is by and between Badger Equipment, with business offices located at 50 Kingston Street, Suite 2250, San Francisco, CA 912005, (“Badger”), and **{{SUBSCRIBER\_NAME}}** with business offices located at **{{STREET1}} {{CITY}} {{STATE}} {{POSTALCODE}} {{COUNTRY}}** (the “Subscriber”). This Agreement shall be effective on the effective date provided on the Badger signature block hereto (“Effective Date”). Each of Badger and Subscriber is a “Party” and together they are the “Parties”.

WHEREAS, Badger has developed and maintains a software-as-a-service (“SaaS”) internet-based solution that allows End-Users to manage certain customer relationships and perform certain business processes. These Services are provided by Badger under the trade names identified in an applicable Order and as described on Badger’s Site.

WHEREAS, Badger agrees to provide such Services to Subscriber pursuant to the terms and conditions of this Agreement.

NOW, THEREFORE, the Parties hereto, for good and valuable consideration, the receipt, adequacy, and sufficiency of which are hereby acknowledged, and intending to be legally bound, hereby agree as follows.

1. **Items Ordered**

|  |  |  |  |
| --- | --- | --- | --- |
| **Product** | **Quantity** | **Unit Price** | **Total Price** |
| {{#products}}{{Product}} | {{Quantity}} | {{otc}} | {{mrc}}{{/products}} |
|  |  |  | **{{total\_mrc}}** |

{{#IF\_customer\_not\_in\_US}}

1. **US Export Compliance**

The Services that Badger makes available, and any derivatives thereof, may be subject to export laws of the United States and other jurisdictions. Each Party represents that it is not named on any US Department of Commerce Denied Person's List or Entity List. The Badger Services, or any derivatives thereof, may not be exported to or used by: (i) any US embargoed countries; or (ii) anyone on the US Treasury Department's list of Specially Designated Nationals or the US Department of Commerce Denied Person' s List or Entity List. Subscriber agrees to comply with all applicable laws regarding the transmission of technical data exported from the United States and the country in which Subscriber's customers or End-Users are located.

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1. **Arbitration**

Any dispute or controversy arising under or in connection with this Agreement shall be settled exclusively by arbitration in accordance with the rules of the American Arbitration Association then in effect. Judgment may be entered on the arbitrator's award in any court having jurisdiction.

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1. **Fees**

Fees. You will pay all fees specified in Order Forms. Except as otherwise specified herein or in an Order Form,(i) fees are based on Services and Content Saless purchased and not actual usage, (ii) payment obligations are non-cancelable and fees paid are non-refundable, and (iii) quantities purchased cannot be decreased during the relevant Sales term.

1. **Payment Methods**

At a time mutually agreeable to the Parties, Badger agrees to submit invoices and/or accept payment by the following methods: Electronic Data Interchange ("EDI") Electronic Funds Transfer Company Check Prior to EDI transmission, Badger shall execute an EDI Trading Partner Agreement with Subscriber under terms and conditions acceptable to both Parties. Each Party shall bear its own costs, and provide its own appropriate equipment and software necessary to accomplish EDI capability. If a Subscriber purchase order is required, the purchase order number will be included by Subscriber in the relevant Order Form. If no purchase order number is included in an Order Form, the parties agree such purchase order will not be required to effect payments there under.

1. **Your Responsibilities**

Your Responsibilities. You will (a) be responsible for Users’ compliance with this Agreement, Documentation and Order Forms, (b) be responsible for the accuracy, quality and legality of Your Data and the means by which You acquired Your Data, (c) use commercially reasonable efforts to prevent unauthorized access to or use of Services and Content, and notify Us promptly of any such unauthorized access or use, (d) use Services and Content only in accordance with this Agreement, Documentation, Order Forms and applicable laws and government regulations, and (e) comply with terms of service of any Badger Applications with which You use Services or Content. You will not (a) make any Service or Content available to, or use any Service or Content for the benefit of, anyone other than You or Users, unless expressly stated otherwise in an Order Form or the Documentation, (b) sell, resell, license, sublicense, distribute, make available, rent or lease any Service or Content, or include any Service or Content in a service bureau or outsourcing offering, (c) use a Service or Badger Application to store or transmit infringing, libelous, or otherwise unlawful or tortious material, or to store or transmit material in violation of third-party privacy rights, (d) use a Service or Non-SFDC Application to store or transmit Malicious Code, (e) interfere with or disrupt the integrity or performance of any Service or third-party data contained therein, (f) attempt to gain unauthorized access to any Service or Content or its related systems or networks, (g) permit direct or indirect access to or use of any Service or Content in a way that circumvents a contractual usage limit, or use any of Our Services to access or use any of Our intellectual property except as permitted under this Agreement, an Order Form, or the Documentation, (h) copy a Service or any part, feature, function or user interface thereof, (i) copy Content except as permitted herein or in an Order Form or the Documentation, (j) frame or mirror any part of any Service or Content, other than framing on Your own intranets or otherwise for Your own internal business purposes or as permitted in the Documentation, (k) access any Service or Content in order to build a competitive product or service or to benchmark with a Badger product or service, or (l) reverse engineer any Service (to the extent such restriction is permitted by law). Any use of the Services in breach of this Agreement, Documentation or Order Forms, by You or Users that in Our judgment threatens the security, integrity or availability of Our services, may result in Our immediate suspension of the Services, however We will use commercially reasonable efforts under the circumstances to provide You with notice and an opportunity to remedy such violation or threat prior to such suspension.

1. **Internet Installation - Terms & Conditions**

The Owner will allow Company employees to enter all common areas of the Premises for the purposes of auditing, disconnecting service, installing, maintaining, repairing, replacing or removing equipment and apparatus connected with the provision of the Services and will use reasonable efforts to assure the Company access to any parts of the Premises over which it does not have control for the same purposes. The Owner will also allow Company employees reasonable access to designated reception areas in the Premises, upon prior notice and approval of the Owner, to market Services to residents of the Premises. Owner will supply the names and unit numbers of residents at reasonable intervals. Owner shall reasonably cooperate with the Company to prevent (i) the unauthorized possession of converters or channel selectors and (ii) the unauthorized reception of the Services.

|  |  |
| --- | --- |
| {{SUBSCRIBER\_NAME}} | Badger Communication Inc. |
| Signature:  Signer1\_\_\_\_\_\_\_\_\_\_\_  \vlcSignHere1\  \vlcSignDate1\ | Signed by Badger Communication Inc. |